

IONIA COUNTY BOARD OF COMMISSIONERS

**December 11, 2018 - 3:00 p.m.
Conference Room – Central Dispatch**

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Invocation**
- IV. Approval of Agenda**
 - A. Consideration of additional items
- V. Public Comment**

(3 minute time limit per speaker – please state name/organization)
- VI. Action on Consent Calendar**
 - A. Approve minutes of the previous meeting(s)
- VII. Unfinished Business**
 - A.
- VIII. New Business**
 - A. Health Department agreement Amendment #1 with Michigan Department of Health and Human Services
 - B. MSHN Intergovernmental Contract
 - C. Health Dept. request to fill Public Health Nurse II position
 - D. Prosecutor Office request to fill full time Legal Secretary
 - E. Prosecutor Office request to represent local municipalities
 - F. Sheriff Office request to fill full time and part time Corrections Officer positions
 - G. Sheriff Office request to renew Tyler Technologies maintenance & support Agreement
 - H. Approval of agreement of Audit services- SK&T- Stevens, Kirinovic & Tucker, P.C.
 - I. Review of 2018 Budget Amendment
 - J. Discussion of Committee structure for Board of Commissioners
 - K. Discussion/action December 18th & 26th Commissioners meeting Schedule
 - L. Acknowledgement of Applications for Appointment
 - 1. Central Dispatch Board of Directors
 - 2. Eightcap Governing Board
 - 3. Substance Abuse Initiative

4. West Michigan Regional Planning Commission
5. West Michigan Regional Planning Commission Comprehensive

M.

IX. Reports of Officers, Boards, and Standing Committees

- A. Chairperson
- B. County Administrator

X. Reports of Special or Ad Hoc Committees

XI. Public Comment (3 minute time limit per speaker)

XII. Closed Session

- A. Union Negotiations – Public Health Professional Unit
- B. Union Negotiations – Public Health Clerical and Technical Unit
- C. Union Negotiations – District Court
- D. Union Negotiations – Corrections and Clerks
- E. Employee Improvement Form

XIII. Adjournment

Board and/or Commission Vacancies

- Board of Public Works – One three-year term expiring January 2021.
- Construction Board of Appeals – Two two-year terms, expiring October 2019. One of these positions serves as an alternate member.
- Economic Development Corporation/Brownfield Redevelopment Authority – One three year term expiring April 2020.
- Parks Advisory Board – One two-year term expiring January 2019, serving as a Member-at-Large from the Lyons Area.
- West Michigan Regional Planning Commission – Two one-year terms, expiring December 2018.

Appointments for consideration in the month of December 2018:

- ***Central Dispatch Board of Directors*** – six two-year - two Citizen Representative appointments, one Township Board Representative, one Firefighter Representative, one Emergency Medical Services Representative, one County Commissioner
- ***EightCap Governing Board*** – One two-year appointments, which must be a County Commissioner.
- ***Road Commission*** –two six-year appointments.
- ***Substance Abuse Initiative*** – three two-year appointments – one from each of the following commissioner districts: District Three, District Four, District Five.
- ***West Michigan Regional Planning Commission*** – Three one-year appointments, one Elected Official, one County Commissioner or County Staff, one Private Sector Representative

Appointments for consideration in the month of January 2018:

- Board of Public Works – two three year terms. One Board of Commissioner, One general Public
- Ionia County Economic Alliance – One Three year – Board of commissioner
- Tax Allocation Board – two one year terms, one general Public , one Board of Commissioner

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Agreement with Michigan Department of Health and Human Services
December 11, 2018

CONTACT:

Ken Bowen, Health Officer

DESCRIPTION:

Amendment 1 of the Agreement between Michigan Department of Health and Human Services and Ionia County Health Department for FY 10/1/18-9/30/19 increases funding for Children's Special Health Care Services, Public Health Emergency Preparedness and Essential Local Public Health Services (ELPHS)

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

See attached email

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

1. Request approval of Amendment 1 of the Agreement between Michigan Department of Health and Human Services FY 18/19 and Ionia County Board of Commissioners on behalf of Ionia County Health Department and authorize the signature of Ken Bowen, Health Officer.

ADMINISTRATOR'S RECOMMENDATION:

Click here to enter text.

Budget Amendment

Date: 11/27/2018

Department: Health
Requestor: Brenda Ingersoll

Reason: 2019 CPBC amendment # 1

Revenue Line Items		Debit	Credit
Fund Activity Account	Description	Decrease	Increase
221-601.210-539-611	State Grants		6,147.00
221-601.270-539-621	State Grants		6,074.00
221-601.280-539-621	State Grants		2,024.00
221-601.515-539-601	State Grants		8,787.00
221-601.540-539-602	State Grants		1,320.00
221-601.911-501.602	Federal Grant		1,739.00

Appropriation Line Items		Debit	Credit
		Increase	Decrease
221-601.210-701.097	Wages - paid time out	1,000.00	
221-601.210-726.050	supplies - program	1,000.00	
221-601.210-850.910	operating - travel	2,000.00	
221-601.210-850.990	operating, misc	2,147.00	
221-601.270-701.097	Wages - paid time out	1,500.00	
221-601.270-726.050	supplies - program	2,000.00	
221-601.270-850.910	operating - travel	2,000.00	
221-601.270-850.990	operating, misc	574.00	
221-601.280-701.097	Wages - paid time out	1,000.00	
221-601.280-801.602	services - laboratory	1,024.00	
221-601.515-701.097	Wages - paid time out	1,000.00	
221-601.515-726.050	supplies - program	1,000.00	
221-601.515-726.601	supplies - pharmaceutical	1,000.00	
221-601.515-801.602	services - laboratory	2,000.00	
221-601.515-801.609	services - veterinarian	500.00	
221-601.515-850.001	operating - postage	500.00	
221-601.515-850.153	operating - training	1,000.00	
221-601.515-850.990	operating, misc	1,787.00	
221-601.540-701.097	Wages - paid time out	1,000.00	
221-601.540-726.050	supplies - program	320.00	
221-601.911-850.153	operating - training	1,000.00	
221-601.911-850.990	operating, misc	739.00	
totals		26,091.00	26,091.00

Amendment Balance

Department Head Approval

Date

Finance Office Use Only

Finance Officer Review

Date

County Administrator Approval

Date

Board Approval

Date

Ingersoll, Brenda

From: Bowen, Ken
Sent: Thursday, October 18, 2018 10:55 AM
To: Ingersoll, Brenda
Subject: Fwd: MDHHS Local Health Department - 2019 Amendments

Begin forwarded message:

From: "Reece, Carissa (DHHS)" <ReeceC@michigan.gov>
Date: October 18, 2018 at 10:51:36 AM EDT
To: Brenda Ingersoll <bingersoll@ioniacounty.org>, Ken Bowen-AO <kbowen@ioniacounty.org>
Subject: MDHHS Local Health Department - 2019 Amendments

The following lists the FY 2019 amendments for your organization for funding administered by the Michigan Department of Health and Human Services (MDHHS) through the Comprehensive Agreement. All projects must be budgeted and expended consistent with the requirements contained in your Comprehensive Agreement.

Amendment List

i-a. Allocation Changes – Existing Projects

Project Title	Current Amount	Amended Amount	New Project
Children's Special Hlth Care Services (CSHCS) Outreach & Advocacy	40,000.00	1,320.00	41,320.00
Public Health Emergency Preparedness (PHEP) 10/1/17 - 6/30/18	86,913.00	1,739.00	88,652.00
ELPHS Private and Type III Water Supply	18,259.00	2,024.00	20,283.00
ELPHS Food	55,445.00	6,147.00	61,592.00
ELPHS MDHHS Other	32,391.00	8,787.00	41,178.00
ELPHS On-site Wastewater Treatment	54,779.00	6,074.00	60,853.00
TOTAL :	287,787.00	26,091.00	313,878.00

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

MSHN Intergovernmental Contract
December 11, 2018

CONTACT:

*Ken Bowen, Health Officer
Deb Thalison, Community Health Supervisor*

DESCRIPTION:

The Intergovernmental Contract For The Establishment of A Substance Use Disorder Oversight Policy Board establishes terms and conditions of a Substance Use Disorder (SUD) Policy Board which will advise and make recommendations regarding contracts, budgets for SUD treatment or preventions and other responsibilities outlined in the contract.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

N/A

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request approval of the Intergovernmental Contract for the Establishment of A Substance Use Disorder Oversight Policy Board between Mid State Health Network and Ionia County and authorize the signature of Stephanie Fox, Administrator or authorized designee.

**INTERGOVERNMENTAL CONTRACT FOR THE ESTABLISHMENT OF A
SUBSTANCE USE DISORDER OVERSIGHT POLICY BOARD**

This Contract (this "Contract") is made as of the date it is fully executed and signed, by and among Mid-State Health Network ("MSHN"), Arenac County, Bay County, Clare County, Clinton County, Eaton County, Gladwin County, Gratiot County, Hillsdale County, Huron County, Ingham County, Ionia County, Isabella County, Jackson County, Mecosta County, Midland County, Montcalm County, Newaygo County, Osceola County, Saginaw County, Shiawassee County and Tuscola County (individually referred to as the "County," and collectively referred to as the "Counties"). This Contract is authorized and undertaken pursuant to Section 287 of the Michigan Mental Health Code (Public Act 258 of 1974, as amended the "Code"), the Michigan Intergovernmental Transfer of Functions and Responsibilities Act (Public Act 8 of 1967) and/or the Michigan Intergovernmental Contracts between Municipal Corporations Act (Public Act 35 of 1951).

RECITALS

MSHN is a community mental health regional entity formed under the Mental Health Code, MCL 330.1204b, that has submitted its Application For Participation as a prepaid inpatient health plan ("PIHP") under 42 CFR Part 438.

The Counties are located in a region designated by the Michigan Department of Health and Human Services ("MDHHS") as Region 5 under MDHHS's restructuring of PIHPs in Michigan.

Under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by MDHHS to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 300.1100a(22).

MSHN represents twelve (12) community mental health organizations in Region 5 and qualifies as a MDHHS-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5.

MSHN, as a MDHHS-designated community mental health entity, is required, under MCL 330.1287(5) to establish a substance use disorder oversight policy board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5.

MSHN and the Counties desire to enter into this Contract to establish a SUD Policy Board.

NOW, THEREFORE, in furtherance of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

PURPOSE

Section 1.1 PURPOSE. The purpose of this Contract is to set forth the terms and conditions for the establishment of a SUD Policy Board pursuant to MCL 330.1287(5).

ARTICLE II

SUD POLICY BOARD

Section 2.1 FUNCTIONS AND RESPONSIBILITIES. The SUD Policy Board shall have the following functions and responsibilities:

2.1.1 Approval of any portion of MSHN's budget that contains 1986 PA 2 (MCL 211.24e(11)), funds ("PA 2 Funds") for the treatment or prevention of substance use disorders which shall be used only for substance use disorder treatment and prevention in the Counties from which the PA 2 Funds originated;

2.1.2 Advise and make recommendations regarding MSHN's budgets for substance use disorder treatment or prevention using non-PA 2 Funds; and

2.1.4 Advise and make recommendations regarding contracts with substance use disorder treatment or prevention providers.

2.1.5 In addition, the SUD Policy Board may be assigned by MSHN to advise and make recommendations to MSHN regarding any other matters as agreed to by the Counties and MSHN including advising and making recommendations to MSHN on issues regarding:

2.1.1.1 Methods, policies or practices to ensure quality of SUD services including culturally competent policy and practices for the delivery of those services;

2.1.1.2 Methods, policies or practices to ensure that SUD services made available through the PIHP/Regional Entity are accessible, responsive to regional needs, available to all segments of the community, and are delivered in a comprehensive manner;

2.1.1.3 Reviewing and/or providing recommendations regarding the strategic plan developed by the PIHP/Regional Entity to address the prevalence of SUD in the service areas from a recovery-oriented systems of care (ROSC) perspective and approach;

2.1.1.4 Reviewing and/or providing recommendations regarding the establishment of sustainability plans for ROSC initiatives to include prevention, treatment and recovery supports;

2.1.1.5 Reviewing and/or providing recommendations to expand and coordinate resources and activities with other agencies, community organizations and individuals to support the mission of the PIHP/Regional Entity where ROSC are concerned;

2.1.1.6 Methods, policies or practices to provide an opportunity for public comment, and receive and review comments on matters relevant to SUD prevention, treatment and recovery within the communities serviced by the PIHP/Regional Entity;

2.1.1.7 Reviewing and/or providing recommendations on the annual application for the federal block grant, as well as the renewal and issuance of SUD services licenses;

2.1.1.8 Reviewing and/or providing recommendations on the progress and effectiveness of the delivery of SUD services in the region;

Section 2.2 APPOINTMENT/COMPOSITION. The Board of Commissioners of each of the Counties shall appoint one (1) member of the MSHN SUD Policy Board. The Board of Commissioners may appoint County Commissioners or others, as allowed by Michigan law, that it deems best represents the interests of its County. While the appointment decision is vested within the sole authority of the each County Board of Commissioners, Parties to this Agreement acknowledge that MDHHS encourages appointments which represent the cultural diversity of the area served, appointments of persons in recovery from a substance use disorder, underserved populations and other related constituencies such as education, health, and social services agencies; advocacy organizations; public or private substance abuse prevention, treatment or recovery providers; members of the general public, including civic organizations and the business community.

Section 2.3 TERM. The term of membership for a member of the MSHN SUD Policy Board shall be three (3) years, beginning in January and ending in December. Members may be reappointed to additional or successive terms in the discretion of the respective Board of Commissioners.

Section 2.4 VACANCIES. A vacancy on the SUD Policy Board shall be filled by the County that originally filled the vacated position in the same manner as an appointment.

Section 2.5 REMOVAL. By majority vote of the Board of Commissioners, a County that appointed a SUD Policy Board member may remove its appointee at any time with or without cause. The SUD Policy Board is responsible for informing the relevant County of any lack of participation or attendance by the County's appointed SUD Policy Board member.

Section 2.6 ETHICS AND CONFLICTS OF INTEREST. The SUD Policy Board shall adhere to all conflict of interest and ethics laws applicable to public officers and public servants, serving as members of the SUD Policy Board.

Section 2.7 COMPLIANCE WITH LAWS. MSHN, the Counties and the SUD Policy Board shall fully comply with all applicable laws, regulations and rules, including without limitation 1976 PA 267 (the "Open Meetings Act"), 1976 PA 422 (the "Freedom of Information Act"), 2012 PA 500, 2012 PA 501 and 1986 PA 2. MSHN and the Counties, as required by law, shall not discriminate against any Board member or applicant for appointment to the Board because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

Section 2.8 BYLAWS. The SUD Policy Board shall adopt Bylaws which may be amended by the SUD Board as provided in those Bylaws subject to the review and approval of MSHN.

ARTICLE III

MSHN

Section 3.1 FUNDING. Each County will provide MSHN funding, as required by Section 24e of the General Property Tax Act (MCL 211.24e as amended) to be used only for substance abuse prevention and treatment programs in each County. MSHN shall ensure that funding dedicated to substance use disorder services shall be retained for substance use disorder services and not diverted to fund services that are not for substance use disorders. MCL 330.1287(2).

ARTICLE IV

TERM AND TERMINATION AND DISPUTE RESOLUTION

Section 4.1 TERM. The Term of this Contract shall commence as of the date it is fully executed and signed by all parties and shall continue for three years unless terminated at an earlier date as provided in Section 4.2. This Agreement is subject to the precondition that this Agreement be approved by concurrent resolution by each and every County. A copy of this Agreement once approved will be filed with the Secretary of State for the State of Michigan.

Section 4.2 TERMINATION. Any party may terminate its participation as a Party to this Contract at any time for any or no reason by giving all other parties thirty (30) days written notice of the termination. Any notice of termination of this Contract shall not relieve either party of its obligations incurred prior to the effective date of such termination.

Section 4.3 DISPUTE RESOLUTION. The Chief Executive Officer of MSHN will attempt to resolve disputes through discussion with the Chairperson of the SUD Policy Board or County Controller or Administrator, as needed. Occasionally disputes may arise between the SUD Policy Board and MSHN, or one or more of the Counties and MSHN, arising out of and relating to this Agreement or a breach thereof which cannot be resolved through amicable discussion. In such cases, if the dispute remains unresolved:

- 4.3.1 If the dispute is between MSHN and the SUD Policy Board, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and SUD Policy Board in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If no mutual agreement is reached, the decision of MSHN as adopted by a majority vote of the MSHN Board will be deemed final.
- 4.3.2 If the dispute is between MSHN and one or more of the Counties, the governing board of either party may by majority vote request a meeting of designated representatives of the MSHN Board and representatives of one or more County Boards in an effort to resolve the matter. Any mutual agreement by the parties will be reduced to writing and voted upon by each Party's governing board. If MSHN or one or more of the Counties remain dissatisfied, the Parties may mutually agree to non-binding mediation. If non-binding mediation is agreed to, the Parties may mutually agree upon a mediator or submit a request that mediation be administered by the American Arbitration Association under its Mediation Procedures before resorting to arbitration, litigation, or some other

dispute resolution procedure. The Parties recognize that mediation is a non-binding process to assist them to resolve their disputes by making their own free and informed choices, and that the mediator will have no authority to impose a settlement on any party but only to discuss and suggest options for resolution. If the Parties do not agree to mediation, or if the Parties do not reach a mutually agreeable settlement through mediation within 30 days after initiation of mediation, the Parties may pursue any other dispute resolution or legal recourse as provided by law. The mediation process will take place at a reasonably convenient location to be agreed upon by the parties or determined by the mediator. At the option of the Parties, mediation sessions may take place by telephone or video conference or online when the technology is available. Administrative fees and mediator compensation for the process will be paid equally by the Parties to the dispute.

ARTICLE V

LIABILITY

Section 5.1 LIABILITY/RESPONSIBILITY. No party shall be responsible for the acts or omissions of the other party or the employees, agents or servants of any other party, whether acting separately or jointly with the implementation of this Contract. Each party shall have the sole nontransferable responsibility for its own acts or omissions under this Contract. The parties shall only be bound and obligated under this Contract as expressly agreed to by each party and no party may otherwise obligate any other party.

ARTICLE VI

MISCELLANEOUS

Section 6.1 AMENDMENTS. This Contract shall not be modified or amended except by a written document signed by all parties hereto.

Section 6.2 ASSIGNMENT. No party may assign its respective rights, duties or obligations under this Contract.

Section 6.3 NOTICES. All notices or other communications authorized or required under this Contract shall be given in writing, either by personal delivery or certified mail (return receipt requested) and shall be deemed to have been given on the date of personal delivery or the date of the return receipt of certified mail.

Section 6.4 ENTIRE AGREEMENT. This Contract shall embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. There are no other agreements or understandings, oral or written, between the parties with respect to the subject matter hereof and this Contract supersedes all previous negotiations, commitments and writings with respect to the subject matter hereof.

Section 6.5 GOVERNING LAW. This Contract is made pursuant to, and shall be governed by, construed, enforced and interpreted in accordance with, the laws and decisions of the State of Michigan.

Section 6.6 BENEFIT OF THE AGREEMENT. The provisions of this Contract shall not inure to the benefit of, or be enforceable by, any person or entity other than the parties and any permitted successor or assign. No other person shall have the right to enforce any of the provisions contained in this Contract including, without limitation, any employees, contractors or their representatives.

Section 6.7 ENFORCEABILITY AND SEVERABILITY. In the event any provision of this Contract or portion thereof is found to be wholly or partially invalid, illegal or unenforceable in any judicial proceeding, such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Contract, as the case may require. This Contract shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

Section 6.8 CONSTRUCTION. The headings of the sections and paragraphs contained in this Contract are for convenience and reference purposes only and shall not be used in the construction or interpretation of this Contract.

Section 6.9 COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be considered an original, but together shall constitute one and the same agreement.

Section 6.10 EXPENSES. Except as is set forth herein or otherwise agreed upon by the parties, each party shall pay its own costs, fees and expenses of negotiating and consummating this Contract, the actions and agreements contemplated herein and all prior negotiations, including legal and other professional fees.

Section 6.11 REMEDIES CUMULATIVE. All rights, remedies and benefits provided to the parties hereunder shall be cumulative, and shall not be exclusive of any such rights, remedies and benefits or of any other rights, remedies and benefits provided by law. All such rights and remedies may be exercised singly or concurrently on one or more occasions.

Section 6.12 BINDING EFFECT. This Contract shall be binding upon the successors and permitted assigns of the parties.

Section 6.13 NO WAIVER OF GOVERNMENTAL IMMUNITY. The parties agree that no provision of this Contract is intended, nor shall it be construed, as a waiver by any party of any governmental immunity or exemption provided under the Mental Health Code or other applicable law.

ARTICLE VII

CERTIFICATION OF AUTHORITY TO SIGN THIS CONTRACT

The persons signing this Contract on behalf of the parties hereto certify by said signatures that they are duly authorized to sign this Contract on behalf of said parties, and that this Contract has been authorized by said parties pursuant to formal resolution(s) of the appropriate governing body(ies), copies of which shall be provided to MSHN.

IN WITNESS WHEREOF, the parties hereto have entered into, executed and delivered this Contract as of the dates noted below.

MID-STATE HEALTH NETWORK REGIONAL ENTITY

By: _____ Date: _____

Its: _____

ARENAC COUNTY

By: _____ Date: _____

Its: _____

BAY COUNTY

By: _____ Date: _____

Its: _____

CLARE COUNTY

By: _____ Date: _____

Its: _____

CLINTON COUNTY

By: _____ Date: _____

Its: _____

EATON COUNTY

By: _____

Date: _____

Its: _____

GLADWIN COUNTY

By: _____

Date: _____

Its: _____

GRATIOT COUNTY

By: _____

Date: _____

Its: _____

HILLSDALE COUNTY

By: _____

Date: _____

Its: _____

HURON COUNTY

By: _____

Date: _____

Its: _____

INGHAM COUNTY

By: _____

Date: _____

Its: _____

IONIA COUNTY

By: _____

Date: _____

Its: _____

ISABELLA COUNTY

By: _____

Date: _____

Its: _____

JACKSON COUNTY

By: _____

Date: _____

Its: _____

MECOSTA COUNTY

By: _____

Date: _____

Its: _____

MIDLAND COUNTY

By: _____

Date: _____

Its: _____

MONTCALM COUNTY

By: _____

Date: _____

Its: _____

NEWAYGO COUNTY

By: _____ Date: _____

Its: _____

OSCEOLA COUNTY

By: _____ Date: _____

Its: _____

SAGINAW COUNTY

By: _____ Date: _____

Its: _____

SHIAWASSEE COUNTY

By: _____ Date: _____

Its: _____

TUSCOLA COUNTY

By: _____ Date: _____

Its: _____

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Health Department Public Health Nurse II Position
December 11, 2018

CONTACT:

Ken Bowen, Health Officer

Peg Shaull-Norman, Director of Personal Health

DESCRIPTION:

Due to resignation, we are requesting to fill the vacant Public Health Nurse II position, 0.40 FTE.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

N/A

FINANCIAL ANALYSIS:

Already Budgeted

LEGAL REVIEW:

N/A

DEADLINE:

N/A

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Request approval to fill vacant Public Health Nurse II position, 0.40 FTE, Grade 12, Step 1.

ADMINISTRATOR'S RECOMMENDATION:

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Submitted for Discussion/Action
on December 11, 2018 meeting

[Click here to enter text.](#)

CONTACT:

Kyle B. Butler
Ionia County Prosecutor

DESCRIPTION:

Senior Legal Secretary Jen Yuhas has accepted a higher paid position with MDOC. Her last day with the Ionia County Prosecutor's Office is December 14, 2018. I request to fill the open existing Senior Legal Secretary Position and backfill a Legal Secretary Position if the Senior Legal Secretary Position is filled from within the office.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None.

FINANCIAL ANALYSIS:

The position has already been budgeted for.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

ASAP

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

For the board to approve a request to fill the Senior Legal Secretary Position and backfill a Legal Secretary Position if the Senior Legal Secretary Position is filled by a current Legal Secretary.

ADMINISTRATOR'S RECOMMENDATION:

The County Administrator recommends the approval of this request.

IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION

Submitted for Discussion/Action
on December 11, 2018 meeting
[Click here to enter text.](#)

CONTACT:

Kyle B. Butler
Ionia County Prosecutor

DESCRIPTION:

The Ionia County Prosecutor's Office requests permission to represent local municipalities located within Ionia County concerning enforcement of citations issued under municipal ordinance.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

None.

FINANCIAL ANALYSIS:

The agreement between the Office and the municipality would be to split any fines and costs paid by 50% between the Office and the municipality.

LEGAL REVIEW:

[Click here to enter text.](#)

DEADLINE:

ASAP

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

For the board to approve the request made by the Ionia County Prosecutor's Office to represent local municipalities located within Ionia County concerning enforcement of citations issued under municipal ordinance.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request

AGREEMENT FOR PROSECUTION SERVICES

RECITALS

Easton Township ("Easton") is a township organized and operating as a general law township with the authority to enforce municipal ordinances within Easton Township; and

Easton is authorized to prosecute violations of township ordinances committed within its municipal limits; and

The Michigan Attorney General has determined that a county prosecuting attorney may act as counsel for a municipality for the purpose of prosecuting ordinance cases; and

Easton desires to contract with the Ionia County Prosecuting Attorney ("Prosecuting Attorney") through the County of Ionia ("County"), to prosecute violations of township ordinances committed within the municipal limits of the township; and

The Prosecuting Attorney and County desire to contract with Easton to accept the duty and receive the authority to prosecute those violations of township ordinances cited within the municipal limits of the township; and

Easton and the Prosecuting Attorney and the county (individually, a "Party" and collectively, the "Parties") have agreed that it is in the best interest of the citizens of Easton and the County of Ionia that the Prosecuting Attorney, and those on his staff, be empowered by Easton to enforce township ordinances;

In consideration of the above recitals and Easton's payment to the County of compensation as provided, the Parties agree as follows:

1. PERFORMANCE OF SERVICES

- A. Prosecuting Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within township limits for which an arrest is made or a citation issued, except for commercial motor vehicle violations, and appeals from a magistrate to district court.
- B. In addition, Prosecuting Attorney agrees to provide Easton with the following specific services:
 - i. Render legal advice to any Easton employee or officers employed by Easton on a 24 hour, 7 days a week basis (as possible) regarding all investigative and police matters relating to criminal law and criminal procedure.
 - ii. Render legal advice to Easton employees about ordinance violations.

- iii. Offer consultation with Easton employees concerning the filing of charges.
 - iv. Review complaint requests, arrest and assist in the preparation of search warrants.
 - v. Prepare for and conduct all court hearings or motions scheduled for a hearing in any case within the scope of this Agreement and any appeal from a magistrate to district court, consistent with local practices and need as determined by the Prosecuting Attorney.
 - vi. Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal.
 - vii. Keep informed of new developments in criminal law and criminal procedure.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Prosecuting Attorney will exercise his "best efforts" in all services that are provided under this Agreement.

2. PAYMENT OF SERVICE

- A. In exchange for the services in this Agreement, the sole compensation shall be one half (1/2) that portion of the fines and costs that Easton would otherwise receive for any case within the scope of this Agreement. The money shall be paid over directly by the Court, if possible. Otherwise, Easton shall pay the funds quarterly based on an accounting provided by the Court.

3. TERM OF AGREEMENT

- A. This Agreement shall be in full force and effect from _____ through _____. Either Party may terminate this Agreement upon 30 days written notice to the other Party.

4. MISCELLANEOUS PROVISIONS

- A. Independent Contractor: the Parties to this Agreement intended that the relationship of Easton and the Prosecuting Attorney shall be that of an independent contractor.

- B. Conflict of Interest: If the Prosecuting Attorney determines, in his sole discretion, that the prosecution of a township matter subject to this agreement creates or will create a potential or actual conflict of interest or may be inconsistent with his duties as prosecuting attorney, Michigan law, State Bar ethic rules, or that the interest of justice requires it, the Prosecuting Attorney may refuse to prosecute such case and shall promptly provide written notification to the Easton Township Supervisor or his designee. Easton agrees that it shall arrange and pay for prosecution of that particular case.
- C. Discretion: The Prosecuting Attorney shall have discretion in all charging decisions, plea agreements and disposition of cases prosecuted on behalf of Easton, but will consider the requests and input from the Ionia County Sheriff, Easton Township Supervisor, or their designees, and Easton Employees (collectively, the "Interested Parties") with regard to a particular case and consider any requests and input from the Interested Parties.
- D. Compliance with Law: The Parties shall comply with all federal, state, and local laws.
- E. Headings: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this agreement or any provisions.
- F. Severability: Every provision of this agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions, which shall continue in full force and effect.

5. ACCEPTANCE

EASTON TOWNSHIP

By: _____
William Patton
Easton Township Supervisor
Date:

By: _____
Tracie Dinehart-Shindorf
Easton Township Treasurer
Date:

APPROVED AS TO FORM

By: _____
Betty Rowley
Easton Township Clerk
Date:

IONIA COUNTY

Kyle B. Butler
Prosecuting Attorney for Ionia County
Date:

Jack Shattuck
Chair, Ionia County Board of Commissioners
Date:

AGREEMENT FOR PROSECUTION SERVICES

RECITALS

Easton Township ("Easton") is a township organized and operating as a general law township with the authority to enforce municipal ordinances within Easton Township; and

Easton is authorized to prosecute violations of township ordinances committed within its municipal limits; and

The Michigan Attorney General has determined that a county prosecuting attorney may act as counsel for a municipality for the purpose of prosecuting ordinance cases; and

Easton desires to contract with the Ionia County Prosecuting Attorney ("Prosecuting Attorney") through the County of Ionia ("County"), to prosecute violations of township ordinances committed within the municipal limits of the township; and

The Prosecuting Attorney and County desire to contract with Easton to accept the duty and receive the authority to prosecute those violations of township ordinances cited within the municipal limits of the township; and

Easton and the Prosecuting Attorney and the county (individually, a "Party" and collectively, the "Parties") have agreed that it is in the best interest of the citizens of Easton and the County of Ionia that the Prosecuting Attorney, and those on his staff, be empowered by Easton to enforce township ordinances;

In consideration of the above recitals and Easton's payment to the County of compensation as provided, the Parties agree as follows:

1. PERFORMANCE OF SERVICES

A. Prosecuting Attorney will prosecute all misdemeanor crimes, traffic offenses, and ordinance violations occurring within township limits for which an arrest is made or a citation issued, except for commercial motor vehicle violations, and appeals from a magistrate to district court.

B. In addition, Prosecuting Attorney agrees to provide Easton with the following specific services:

i. Render legal advice to any Easton employee or officers employed by Easton on a 24 hour, 7 days a week basis (as possible) regarding all investigative and police matters relating to criminal law and criminal procedure.

ii. Render legal advice to Easton employees about ordinance violations.

- iii. Offer consultation with Easton employees concerning the filing of charges.
 - iv. Review complaint requests, arrest and assist in the preparation of search warrants.
 - v. Prepare for and conduct all court hearings or motions scheduled for a hearing in any case within the scope of this Agreement and any appeal from a magistrate to district court, consistent with local practices and need as determined by the Prosecuting Attorney.
 - vi. Prepare and conduct all trials in any case within the scope of this Agreement, whether such trial shall be by bench or by jury, and any appeal.
 - vii. Keep informed of new developments in criminal law and criminal procedure.
- C. The inclusion of any services by specific reference in this Agreement is not intended as an exclusion of other services necessary and proper to the fulfillment of this Agreement.
- D. The Prosecuting Attorney will exercise his "best efforts" in all services that are provided under this Agreement.

2. PAYMENT OF SERVICE

- A. In exchange for the services in this Agreement, the sole compensation shall be one half (1/2) that portion of the fines and costs that Easton would otherwise receive for any case within the scope of this Agreement. The money shall be paid over directly by the Court, if possible. Otherwise, Easton shall pay the funds quarterly based on an accounting provided by the Court.

3. TERM OF AGREEMENT

- A. This Agreement shall be in full force and effect from _____ through _____. Either Party may terminate this Agreement upon 30 days written notice to the other Party.

4. MISCELLANEOUS PROVISIONS

- A. Independent Contractor: the Parties to this Agreement intended that the relationship of Easton and the Prosecuting Attorney shall be that of an independent contractor.

- B. Conflict of Interest: If the Prosecuting Attorney determines, in his sole discretion, that the prosecution of a township matter subject to this agreement creates or will create a potential or actual conflict of interest or may be inconsistent with his duties as prosecuting attorney, Michigan law, State Bar ethic rules, or that the interest of justice requires it, the Prosecuting Attorney may refuse to prosecute such case and shall promptly provide written notification to the Easton Township Supervisor or his designee. Easton agrees that it shall arrange and pay for prosecution of that particular case.
- C. Discretion: The Prosecuting Attorney shall have discretion in all charging decisions, plea agreements and disposition of cases prosecuted on behalf of Easton, but will consider the requests and input from the Ionia County Sherriff, Easton Township Supervisor, or their designees, and Easton Employees (collectively, the "Interested Parties") with regard to a particular case and consider any requests and input from the Interested Parties.
- D. Compliance with Law: The Parties shall comply with all federal, state, and local laws.
- E. Headings: The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this agreement or any provisions.
- F. Severability: Every provision of this agreement is intended to be severable. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, such decision or decisions shall not affect the validity of the remaining portions, which shall continue in full force and effect.

5. ACCEPTANCE

EASTON TOWNSHIP

By: _____
William Patton
Easton Township Supervisor
Date:

By: _____
Tracie Dinehart-Shindorf
Easton Township Treasurer
Date:

APPROVED AS TO FORM

By: _____
Betty Rowley
Easton Township Clerk
Date:

IONIA COUNTY

Kyle B. Butler
Prosecuting Attorney for Ionia County
Date:

Jack Shattuck
Chair, Ionia County Board of Commissioners
Date:

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Fill Full-Time and Part-Time
Corrections Officer Positions
12/11/18

CONTACT:

Sheriff Dale Miller
Undersheriff Charlie Noll

DESCRIPTION:

Request to fill one full-time position, open due to the resignation of Mitchel Schneider and to fill the part-time position, open due to the resignation of Joel Catts.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Click here to enter text.

FINANCIAL ANALYSIS:

Both positions are budgeted for 2018 & 2019

LEGAL REVIEW:

Click here to enter text.

DEADLINE:

12/11/18 Board meeting

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Ionia County Board of Commissioners approve filling the open full-time and part-time corrections officer positions.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Tyler Technologies
Maintenance & Support Agreement
12/11/18

CONTACT:

Undersheriff Charlie Noll

DESCRIPTION:

Maintenance & Support Agreement with Tyler Technologies for term of January 1, 2019 to December 31, 2019, for New World Records Management Software.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Click here to enter text.

FINANCIAL ANALYSIS:

\$40,996 – to be paid from the software support fund.

LEGAL REVIEW:

Click here to enter text.

DEADLINE:

12/11/18 Board meeting

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

Ionias County Board of Commissioners approve the Maintenance & Support Agreement with Tyler Technologies/New World Records Management Software.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends the approval of this request



Support Agreement

This Support Agreement is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, Tyler and Client are parties to an original agreement ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Agreement.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Agreement.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Agreement shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Agreement as of the dates set forth below.

Tyler Technologies, Inc.

Client: Ionia Co., MI Sheriff's Department

By: _____

By: _____

Name: Greg Sebastian

Name: _____

Title: President, Public Safety Division

Title: _____

Date: _____

Date: _____



Exhibit 1
Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on January 1, 2019, and remains in effect for one (1) year. The parties may agree to extend the term for one (1) additional year if the parties agree in writing at least thirty (30) days before the term expires.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software will be listed in the applicable invoice and will be for the following:

<u>Period Covered</u>	<u>Annual Amount</u>
1/1/2019 to 12/31/2019	\$40,996

We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2
 - a) provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone)
 - b) emergency 24-hour per day telephone support, for New World CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a

maintenance and support agreement in effect; and

3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



Exhibit 1 Schedule A Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference the applicable Customer Support page at www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

- (a) **Priority 1:** *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

- (b) **Priority 2:** *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

- (c) **Priority 3:** *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

**IONIA COUNTY BOARD OF COMMISSIONERS
REQUEST FOR DISCUSSION/ACTION**

Stevens Kirinovic & Tucker P.C. Agreement
December 6, 2018

CONTACT:

Stephanie Fox

DESCRIPTION:

Approval of financial auditing firm, Stevens Kirinovic & Tucker P.C. agreement for years ending December 31, 2018, 2019 and 2020.

OTHER DEPARTMENTS/AGENCIES AFFECTED:

Click here to enter text.

FINANCIAL ANALYSIS:

The cost for this has been included in the 2019 budget.

LEGAL REVIEW:

n/a

DEADLINE:

December 11, 2018

SPECIFIC ACTION REQUESTED (PROPOSED BOARD MOTION):

That the Ionia County Board of Commissioners approve the contract with Stevens Kirinovic & Tucker in the amount for 2018, 2019 and 2020 for our financial audit services.

ADMINISTRATOR'S RECOMMENDATION:

County Administrator recommends approval of this request.



STEVENS KIRINOVIC & TUCKER P.C.

November 20, 2018

Ionia County
County Courthouse
100 Main Street
Ionia, MI 48846

We are pleased to confirm our understanding of the services we are to provide Ionia County for the years ending December 31, 2018, 2019, and 2020. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Ionia County as of and for the years ending December 31, 2018, 2019, and 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Ionia County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Ionia County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) Schedule of Changes in Employer's Net Pension Liability and Related Ratios.
- 4) Schedule of Changes in Employer's OPEB Liability and Related Ratios.
- 5) Schedule of Employer Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies Ionia County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

- 1) Schedule of expenditures of federal awards.
- 2) Combining statement for nonmajor funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of Ionia County. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Ionia County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Ionia County's major programs. The purpose of these procedures will be to express an opinion on Ionia County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of Ionia County in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. We will also assist in the preparation of the State of Michigan Form F-65 based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the County; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of Stevens, Kirinovic & Tucker, P.C. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an Oversight Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Stevens, Kirinovic & Tucker, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by an Oversight Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

William I. Tucker IV is the engagement partner and is responsible for supervising the engagement and signing the report. Our fees for these services will be based on the actual time spent at our standard hourly rates, plus out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The noted fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. The fees are detailed as follows:

<u>Year Ending December 31,</u>	<u>Financial Audit</u>	<u>Single Audit</u>	<u>Total Not- to-Exceed</u>
2018	\$ 35,000	\$ 2,500	\$ 37,500
2019	36,000	2,750	38,750
2020	37,000	3,000	40,000

The cost schedule detailed above assumes that a Single Audit will be required. If, in any year, a Single Audit is not required, the County will not be billed the additional amount shown. For purposes of pricing the Single Audit, the fee quoted above assumes the County will have one major federal program. If additional major federal programs are required to be audited under the Single Audit Act in any given year, there will be an additional charge of \$1,500 per additional major federal program audited. If the County elects to have Stevens, Kirinovic & Tucker, P.C. complete the F-65 report (Form MI-3), there will be an additional fee of \$1,200 per year.

Our proposal is to provide the County with auditing services, rather than accounting services. The cost schedule detailed above assumes that extensive journal entries to adjust the accounting records (i.e., bookkeeping) will not be required as part of the audit process. If auditor-proposed journal entries are required in order for the financial statements to be fairly presented in accordance with generally accepted accounting principles, we propose a per entry fee of \$100. This fee will not be billed if there are less than ten (10) entries in a given year.

If certain circumstances are encountered, such as significant areas not being ready for audit that delay or disrupt fieldwork or those issues listed above we will discuss them with you and negotiate additional billings. While we do not expect that there will be additional billings in any audit year, because of the discounted fee that is being proposed it is important that the County adhere to the agreed-upon audit schedule - allowing us to conduct the audit as efficiently as possible.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If any dispute arises in connection with the performance of our services under this agreement, or any other services we may perform, either party may, upon written notice to the other party, request facilitated mediation. Such mediation shall be assisted by a neutral facilitator acceptable to both parties and shall require the best efforts of the parties to discuss with each other in good faith their respective positions and, respecting their different interests, to finally resolve such dispute. Facilitated mediation shall conclude within 60 days from receipt of the written notice unless extended by mutual agreement.

In the event the aforementioned difference cannot be resolved by facilitated mediation (or the parties agree to waive that process) then such dispute shall be settled by arbitration. Arbitration shall be administered by and follow the rules of the American Arbitration Association (AAA) unless otherwise agreed upon by the parties.

Each party may disclose any facts to the other party, the facilitator, or the arbitrator, which it, in good faith, considers necessary to resolve the difference. However, all such disclosures will be deemed in furtherance of settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. The facilitator or the arbitrator shall not act as a witness for either party in any subsequent proceedings between the parties. Neither the facilitator nor arbitrator shall have authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. An award issued by arbitration may be confirmed by any federal or state court of competent jurisdiction. All costs of any facilitated proceedings shall be shared equally by both parties. If arbitration is required, all reasonable costs, of both parties, as determined by the arbitrator, shall be borne entirely by the non-prevailing party.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We appreciate the opportunity to be of service to Ionia County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copies and return one (1) copy to us.

Stevens Kirinovic & Tucker, P.C.

STEVENS, KIRINOVIC & TUCKER, P.C.
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Ionia County.

By: _____

Title: _____

Date: _____