

**NOTICE OF SEMI-MONTHLY COUNTY BOARD MEETING
And AUDIT/FINANCE MEETING**

PLEASE TAKE NOTICE that the Schoolcraft County Board of Commissioners will meet on **Thursday, November 10, 2022**, in the District Courtroom of the Schoolcraft County Building, Manistique, Michigan, commencing at **4:30 P.M.**

The following is the proposed Agenda:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes: October 27, 2022, Board and Audit-Finance Meeting
5. Approval of agenda
6. Public Hearings:
7. Brief Public Comment:
8. Old and unfinished business:
9. New Business:
 - ARPA Fund Update
 - MISHDA Mortgage Discharge
 - Audit-Finance Committee Report and Action Items
 - Closed Session – Foreclosure Fund Litigation Proposed Settlement Discussion
10. Committee and department reports
11. Announcements and notices
12. Public Comment
13. Commissioner’s Comments
14. Communications
15. Audit Claims and Vouchers
16. Adjournment

And, to take up and consider any other matter which may lawfully come before the Board at this time.

Paul Walker
Paul Walker, Chairperson
Schoolcraft County Board of Commissioners

Daniel P. Hoholik
Daniel P. Hoholik, Chairperson Audit-Finance
Schoolcraft County Board of Commissioners

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
BOARD MEETING and AUDIT/FINANCE MEETING**

The Schoolcraft County Board of Commissioner's Board Meeting / Audit Finance Meeting met on Thursday, October 27, 2022, in the District Courtroom of the Schoolcraft County Building, City of Manistique, Michigan. Chairman Paul Walker called the meeting to order at 6:00 p.m. The roll was called with the following members present and/or absent:

Present: Commissioner Alan Kilar
 Commissioner Allan Ott
 Commissioner Troy Bassett
 Commissioner Paul Walker
 Commissioner Daniel P. Hoholik
 Schoolcraft County Clerk Beth A. Edwards

Absent: None

Chairman Paul Walker led the Schoolcraft County Board of Commissioners and the members of the audience in the Pledge of Allegiance to the Flag of the United States of America.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to approve the minutes of the October 13, 2022, Board and Audit-Finance Meeting of the Schoolcraft County Board of Commissioners. The motion carried by unanimous aye vote of the Board members present. [Copies of minutes are available at the Office of the Schoolcraft County Clerk.]

Chairman Paul Walker asked if there were any additions, deletions or corrections to the printed agenda. Commissioner Paul Walker asked to add Board of Commissioners Meeting on November 24, 2022 and Commissioner Alan Kilar asked to add Morgue/Medical Examiner to New Business of the agenda. **It was moved** by Commissioner Troy Bassett and was seconded by Commissioner Daniel Hoholik to approve the amended agenda. The motion carried by a unanimous aye vote of the Board members present.

“Public Hearings”: None

“Brief Public Comment”: Dixie Anderson addressed Board of Canvasser Alternate, checks and balances, accountability with the budget.

Bill Anderson addressed highspeed internet in Cooks-Inwood Township.

“Unfinished Business”: None

“New Business”:

It was moved by Commissioner Allan Ott and was seconded by Commissioner Troy Bassett to accept the Emergency Manager Grant in the amount of in the amount of \$5,641 and authorize Paul Walker, Board Chairman, to sign the Grant contingent on a phone call to MMRMA regarding removing the #7 & #8 from Emergency Manager Contract regarding Liability Insurance availability through MMRMA. There was discussion. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Alan Kilar and was seconded by Commissioner Allan Ott to approve the Schoolcraft County Apportionment Report submitted by Dulcee Ranta, Equalization Director. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to approve the L-4029 Tax Rate Request for Schoolcraft County submitted by Dulcee Ranta, Equalization Director and authorize Paul Walker, Board Chairman, to sign the form. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to approve the Buttermore MISHDA Mortgage Discharge submitted by Naomi Fletcher and authorize Paul Walker, Board Chairman, to sign the discharge. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Allan Ott and was seconded by Commissioner Troy Bassett to approve the Application for Campground License for Merwin Creek submitted by Steve Videtich and authorize Paul Walker, Board Chairman, to sign. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Allan Ott and was seconded by Commissioner Troy Bassett to approve the Aeronautical Facility and Manager License submitted by Steve Videtich and authorize Paul Walker, Board Chairman, to sign. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Alan Kilar and was seconded by Commissioner Troy Bassett to accept the Schoolcraft County Administrator Position Description as provided last month. There was discussion. Roll Vote: Alan Kilar, yes; Troy Bassett, yes; Daniel Hoholik, yes; Allan Ott, yes; Paul Walker, no. The motion carried by majority aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to approve the transfer within Airport (580) Fund \$20,000 from cash to Designated Cash-Fuel. There was discussion. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to accept the Schoolcraft County Mental Health Court Grant Contract in the amount of \$172,400 and authorize Paul Walker, Board Chair, to sign the contract. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Alan Kilar to approve the School Resource Officer Contract with Manistique Area Schools and authorize Sheriff Charles Willour to sign the contract. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Daniel Hoholik and was seconded by Commissioner Allan Ott to approve raises effective January 1, 2023, as follows: \$.75 cents per hour for all non-union hourly employees; Zoning Administrator \$21.00 per hour; department heads (salaried) 4%; Prosecutor, Treasurer, and Clerk 4%; Sheriff 4% on current wage plus \$5,000. No extra duties to receive increase at this time and excluding the Commissioners from a raise, also keeping the issue to review wage/duties and stipend increases if warranted on the Audit-Finance Committee agenda. There was discussion. Roll Vote: Daniel Hoholik, yes; Allan Ott, yes; Troy Bassett, no; Alan Kilar, no; Paul Walker, yes. The motion carried by majority aye vote of the Board members present.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Paul Walker to authorize Beth Edwards, County Clerk, to sign the updated The Standard 457 Plan Documents presented with the CARES Act language changes. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Alan Kilar and was seconded by Commissioner Troy Bassett to adjourn/cancel the November 24, 2022, Board Meeting. There was discussion. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Alan Kilar and was seconded by Commissioner Troy Bassett to move the Medical Examiner Services Contract to the Audit-Finance Committee. There was discussion. The motion carried by unanimous aye vote of the Board members present.

Under Committee and Department Reports, the following matters were heard:

Commissioner Alan Kilar: attended Doyle Township, Recycling, and MI Works meetings.

Commissioner Allan Ott: attended Commission on Aging, Manistique Township, Public Transit, and City Council Meetings.

Commissioner Troy Bassett: attended Hiawatha Township, Audit-Finance, and Road Commission meetings.

Commissioner Paul Walker: attended Audit-Finance Committee, Schoolcraft Memorial Hospital, and City Council meetings.

Commissioner Daniel P. Hoholik: attended Audit-Finance Committee meeting.

Sheriff Charles Willour stated he has applied for another grant for the School Resource Officer and the department is still waiting on the architect plans for the jail back door.

Paul Walker addressed the updated Secondary Road Patrol Grant. Beth Edwards stated the Secondary Road Patrol grant had been increased to \$42,125 and the appropriate budget adjustment requested.

Announcements and Notices: None

Public Comment:

Dixie Anderson addressed wage increases.

Shirley Young addressed the new website.

Jane Kopecky addressed publishing an ad regarding the new website.

Commissioner's Comment: Daniel Hoholik encouraged everyone to get out and vote.

Alan Kilar addressed Highline Internet, MAC – Availability of Grants.

Paul Walker stated that Highline was a Federal Grant and not funded by the County.

Troy Bassett thinking of summer and maybe hiring part-time employees to help Building/Grounds at the parks.

Communications: Paul Walker reminded all that the Medical Care Facility, Manistique Senior Center, and Manistique Area Schools all have millage proposals on the November 8 Ballot.

At 6:58 p.m., meeting was turned over to Daniel P. Hoholik, Audit-Finance Chairman.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to approve the claims and vouchers numbered **3137 Through 3205**, inclusive. The motion carried by unanimous aye vote of the Board members present.

It was moved by Commissioner Allan Ott and was seconded by Commissioner Paul Walker to approve the budget adjustments numbered **23-01 through 23-13**, inclusive. The motion carried by unanimous aye vote of the Board members present.

At 7:00 p.m., the meeting was turned back over to Chairman Paul Walker. Chairman Paul Walker asked if there was any further business to come before the Board.

It was moved by Commissioner Troy Bassett and was seconded by Commissioner Allan Ott to adjourn. The motion carried by a unanimous aye vote of the Board members present.

Chairman Paul Walker adjourned the Board and Audit Finance Meeting at 7:01 P.M.

Beth A. Edwards, County Clerk

Approved: _____

DISCHARGE OF MORTGAGE

Know all Men by these Presents, that the Board of Commissioners of the County of Schoolcraft and State of Michigan,

Do Hereby Certify, that certain Indentures of Mortgage in the amount(s) as follows:

\$4,537.00, bearing the date of March 25, 1998, made and executed by Robert M. Flynn, a single man, and the Homeowner Assistance Program of Schoolcraft County, recorded in the Registrar's Office for the County of Schoolcraft and State of Michigan, in Liber 127 of Mortgages, on Page 154, dated April 17, 1998

concerning the following described property located in Schoolcraft County:

Lot two (2) Block, Two (2), Lakeside Addition to the Village of Manistique, situated in the County of Schoolcraft and State of Michigan

of the first part, to Schoolcraft County, a Municipal Corporation, 300 Walnut Street, Manistique, MI 49854 of the second part, and

Said mortgage(s) is fully paid, satisfied and discharged.

In Witness Whereof, the County hereunto set its hand this _____

Signed, Sealed and Delivered in the Presence of

Witness:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(_____)Print

_____, Chairman-Board of Commissioners
Schoolcraft County

XXXXXXXXXXXXXXXXXXXXXXXXXXXXX
(_____)Print

STATE OF MICHIGAN)
COUNTY OF Schoolcraft) ss.

The foregoing instrument was acknowledged before me on _____ 2022, by _____, Schoolcraft County Board of Commissioners Chairman, Michigan.

DRAFTED BY
Naomi Fletcher
MDS Community Action Agency
507 1st Ave N
Escanaba, MI 49829

(Print name _____

Notary Pubic, Schoolcraft County
My Commission Expires: _____

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
AUDIT-FINANCE COMMITTEE MEETING**

The Schoolcraft County Board of Commissioners Audit-Finance Committee met on Thursday, November 3, 2022, in the 1st Floor Conference Room, of the Schoolcraft County Building, City of Manistique, Michigan, commencing at 3:30 p.m. The meeting was called to order and roll was taken:

Present: Commissioner Daniel P. Hoholik
Commissioner Paul Walker
Beth A. Edwards, Clerk

Commissioner Daniel P. Hoholik led the committee in the Pledge of Allegiance.

Discussion:

The Snowmobile Enforcement Grant Proposal was reviewed. Grant is in the amount of \$5,300 which includes a \$795 local match. **RECOMMENDATION to accept the FY2023 Snowmobile Law Enforcement Grant Agreement in the amount of \$5,300 with a local match of \$795 (15% percent of grant). Cash Balance in the fund is \$477.67, so if no donations are made and the grant is completely spent, the general fund would need to supplement the fund in the amount of \$317.33.**

Plow Bids were opened – three bids were received:

Fred's Plowing, Mowing & More, LLC - 2" to 6" \$275 per plow; 6" and above \$375; clean up price \$250 per

DesJarden's Excavating, Inc. - \$125 / hour with Loader.

H&H Automotive – less than 6" of snow \$100 per push; 6" of snow \$130 per push

The Building/Grounds Manager was not present to receive his thoughts. **Therefore, the RECOMMENDATION to accept the bid from DesJarden's Excavation, Inc. in the amount of \$125/hour with loader. Loader would have the ability to push up piles and wider plowing path.**

Medical Examiner Contract was discussed. Beth Edwards had questions regarding the Clerical/Staff portion responsibility and the Sheriff's Department involvement as she didn't believe that they had been involved in the past. The contract was received late yesterday afternoon, reviewed last night and an email sent this morning regarding the questions but at this time no response had been received yet. **RECOMMENDATION to table the contract until the answers to the questions and any others are received. Beth Edwards will inquire about the attendance at the upcoming meeting so questions can be answered.**

Emergency Manager position was reviewed, and the status of current contract and liability insurance discussed. Personnel Committee recommended that the position become a salaried position with a small office supply and mileage budget. **RECOMMENDATION to make the Emergency Manager become a Schoolcraft County employee, salaried \$14,000 with a small operating budget effective immediately.**

There was discussion with regards to the recommendation of the Personnel Committee to change the title of Steve Videtich to Facilities Manager with the duties of all extra duties and \$5,000 raise on the Airport. The separation of pay for the different departments was discussed as important for the cost

allocation and grant reimbursements. Also discussed was the salary/wage survey the Personnel Committee is in early stages of. This committee felt that that will be a very helpful tool and would like to hold off on any increases until that survey is completed so this issue can be dealt with for all employees whether salary or hourly. **RECOMMENDATION to table the wage increase for Building/Grounds & Airport Manager until a countywide wage survey can be completed.**

Beth Edwards addressed the Circuit Court Probation/Parole Office, there has been a full-time agent hired for Schoolcraft County. It has been a couple of years since there was an agent full-time and the office needs some items- office supplies, equipment, and uniform wear. Total \$1,590. Proposed adjustment as follows \$852.50 from commissioner 4% increase budgeted but not taken and the remainder to come from Miscellaneous Contingencies.

Public Comment: Paul Walker addressed uncertain needs moving forward.

Next Meeting: TBD

Adjournment: Committee meeting adjourned at 4:14 p.m.



Michigan Department of Natural Resources
Law Enforcement Division / Parks and Recreation Division

**FY 2023 SNOWMOBILE LAW ENFORCEMENT PROGRAM
GRANT AGREEMENT**

Issued by authority of part 821 Snowmobiles, 1994 PA 451, as amended.

\$795.00
local match

This Agreement is between the Department of Natural Resources for and on behalf of the State of Michigan (DEPARTMENT) and Schoolcraft County (GRANTEE).
Federal Tax Identification Number 38-6004891

1. The Agreement period is **October 1, 2022** through **April 30, 2023**.
2. The GRANTEE has been approved by the DEPARTMENT to receive Snowmobile Law Enforcement funding for the following scope of work:
 - a. Snowmobile law enforcement and related activities with emphasis on the state-designated snowmobile trail system and other public land. This funding is not meant to support enforcement of local ordinances.
 - b. Snowmobile law enforcement program operating expenses.
 - c. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each.
 - d. Purchase of the following equipment for snowmobile law enforcement purposes:
none

3. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of snowmobile law enforcement and related activities, operating expenses and CSS&M, but not to exceed
Five Thousand Three Hundred Dollars \$5300
 - b. To grant to the GRANTEE a sum of money up to 85 percent of the total eligible cost of equipment purchased for snowmobile law enforcement purposes and authorized under item 2.d. in this Agreement, but not to exceed
none Dollars \$0

4. This Agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD).
 - a. All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, PO Box 30257, Lansing, MI. 48909-7757.
 - b. The GRANTEE'S contact for this grant is:

Name Tina M. Baumann Title Admin Assistant
 Address 300 Main St.
 City, State, ZIP Manisthoue, MI 49854
 Telephone No. 906-341-2122 Fax No. 906-341-6154
 E-mail scsd@schoolcraftcounty.us

SNOWMOBILE LAW ENFORCEMENT
GRANT AGREEMENT

5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by **May 31, 2023**.
7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a) the GRANTEE has signed it and returned it, and
 - b) the DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

Name (Print) Tina Baumann Title Admin. Assistant
Signature Tina M. Baumann Date 10-26-22

DEPARTMENT OF NATURAL RESOURCES

Name (Print) _____ Title _____
Signature _____ Date _____

Send this completed, signed agreement to:

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION DIVISION
PROGRAM SERVICES SECTION
PO BOX 30257
LANSING MI 48909-7757**

Desjarden Excavating, Inc.

600 N. Houghton Ave.

Manistique, MI 49854

ESTIMATE

DATE	ESTIMATE #
11/2/22	E655

NAME / ADDRESS
Schoolcraft County Court House Attn: Steve Videtich 300 Walnut St. Suite 140 Manistique, MI 49854

DESCRIPTION	
Plowing Front, Back & Side Lots of Court House Parking Lot w/ Loader	\$125.00/ HR
THIS IS AN ESTIMATE. Please let us know if you want us to do the job. Thanks!	
TOTAL	\$0.00

Bid Only

Invoice Due
Upon Receipt
Thank You for your business!

362323

ORDER INFO	customer's order no.	phone	date
		906-341-3662	10/20/22
	name Schoolcraft Co. Clerk		
	address 300 Walnut St. Room 164		
	city, state, zip Manistique, MI. 49854		
sold by		cash <input type="checkbox"/> charge <input type="checkbox"/> check <input type="checkbox"/> c.o.d. <input type="checkbox"/> on acct. <input type="checkbox"/> # _____	shipping information

quantity	description	price	amount
1	Plowing Bid Courthouse		
2	Front lot, Side lot, Back lot		
3			
4	2"-6" \$275 per plow		
5			
6	6" and above \$375 per plow		
7			
8	* Clean up price range \$175-\$250 per		
9	includes ruts, chunks off cars,		
10	bottle neck entrances from city plow, etc.		
11			
12	Fred's Plowing, Mowing &		
13	More, LLC		
14	323 N Maple Street		
15	Manistique, MI. 49854		
16	Thank You for your business!		
received by		906-286-0053	

adams

keep this slip for reference

DC5808UV/10-13

H&H Automotive

327N 5th St
Manistique, MI 49854 US
+1 9062863934
hhautomotivemanistique@gmail.com



Estimate

ADDRESS
Schoolcraft County Courthouse
300 Walnut St.
Manistique, mi 49854

ESTIMATE 1004
DATE 10/26/2022

DATE	SERVICE	DESCRIPTION	QTY.	RATE	AMOUNT
	Sales	This quote is for address 300 Walnut st. Manistique Mi 49854 for the scheduled 2022-2023: \$100 for less than 6 inches snow \$130 for more than 6 inches snow			130.00
		SUBTOTAL			130.00
		TAX			0.00
		Total			\$130.00

Accepted By

Accepted Date

PROPOSAL FOR SCHOOLCRAFT COUNTY, MI
COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

4 OCTOBER 2022

ATTENTION:
MS. BETH EDWARDS - COUNTY CLERK
SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS



4707 EAST MCLEOD DRIVE SAGINAW MICHIGAN 48604
p 989.341.5077 f 989.341.5073
email | brian@mifsm.org

TABLE OF CONTENTS

- I. Transmittal Letter
- II. Executive Summary
- III. Company Profile
- IV. Agreement Approach
- V. Project Team Qualifications and Experiences
- VI. References
- VII. Proposed Costs
- VIII. Appendices

TRANSMITTAL LETTER

4 October 2022

Ms. Beth Edwards – Schoolcraft County Clerk
Schoolcraft County Board of Commissioners
300 Walnut Street
Manistique, Michigan 49854

Dear Ms. Edwards:

Please accept this proposal as one that covers your entire medical examiner office, medical examiner service, forensic pathology, and death investigation service. If there are any questions or concerns, you may contact us at:

Brian Hart, CEO
4707 E McLeod Drive
Saginaw, Michigan 48604
Phone: (989) 341-5077

I have included the following section:

1. Qualifications and Additional Documents – We have attached all required documents.

The pricing we have submitted is for the entire Medical Examiner, Medical Examiner office, death investigation, and Forensic Pathology Services. We have developed what we believe to be the best possible Chief Medical Examiner, Medical Examiner Office, and Forensic Pathology solutions for Schoolcraft County as well as your partners as discussed in this proposal. The services we will provide will also prevent any dramatic transition as the major stakeholders will remain the same outside of the medical examiner albeit at a reduced, overall fee. Please know that our platform can provide much more value to your operations than just outsourced medical examiner and forensic pathology service and become an asset across your entire organization. We can become the point for all contact with your police department, prosecuting attorneys, and county administration.

We are committed to the performance of this contract, as stated in this proposal, for the term of the contract and any extension thereof. If we are selected, we guarantee

to be ready and willing when that date arrives. Our price of \$10,000 per annum for these services is all inclusive. The county will not be responsible for any costs associated with deaths in Schoolcraft County outside of a Mass Casualty Incident. This offer will be irrevocable for a period of 90 days after the due date of this Proposal; however, our desire to contract with Schoolcraft County will remain in effect indefinitely.

The Michigan Institute of Forensic Science and Medicine would like to thank Ms. Edwards and the Schoolcraft County Board for any consideration given to our proposal, and we look forward to working with you in any way we can. Please do not hesitate to contact us for any questions or concerns that you may have. We look forward to the opportunity to make an oral presentation in the near future.

I am authorized by the Michigan Institute of Forensic Science and Medicine to negotiate on its behalf. By signing below, I authorize that I have sufficient authority to commit Michigan Institute of Forensic Science and Medicine to this proposal.

Sincerely,

Brian Hart
Chief Executive Officer
4 October 2022

Signature of Brian Hart

Signature of Brian Hart

Signature of Brian Hart

II. EXECUTIVE SUMMARY

The Michigan Institute of Forensic Science and Medicine (MIFSM) was established to provide the Great Lakes Region with multiple accredited centers for medical examiner and crime laboratory services of the highest quality in an unbiased manner with uncompromised integrity. The difficulties encountered by more rurally located counties in Michigan have been the lack of trained forensic pathologists and medical examiners located within a short distance to provide adequate service. Combined with the potential cost associated with consultant coverage and transportation to other localities in Michigan, the Medical Examiner and Forensic Pathology services provided by the county is a significant and ever-increasing expense without avenues for cost control.

MIFSM is dedicated to creating a full service, consistent, quality death investigation and laboratory analysis service for the benefit of the entire regional community and a technological strongpoint for legal agencies to facilitate justice in criminal and civil proceedings throughout the region. Additionally, MIFSM will serve as a much-needed academic environment and institute for training in the field of Forensic Science for the numerous undergraduate forensic science programs and staff potentially interested in forensic investigation.

MIFSM was established to address physician workforce shortage issues in the field of forensic science. As recruitment of qualified physicians to forensic science becomes increasingly difficult, particularly with regards to less populated areas, MIFSM is geared to provide a quality of service central to the agency's mission, and as such, our purpose is to ensure that our services are valid, safe, reliable and of high quality.

At MIFSM we provide reliable results and services that meet customer expectations with uncompromised integrity and are in compliance with applicable legal, county, safety and accreditation requirements, including international standards for quality management systems. Dissemination to all personnel of up-to-date information on policies and procedures as they relate to quality and examinations.

III. COMPANY PROFILE

1. MICHIGAN INSTITUTE OF FORENSIC SCIENCE & MEDICINE PC
 - A. PROFESSIONAL CORPORATION
 - B. ESTABLISHED 2019, SAGINAW COUNTY, MICHIGAN
2. ADDRESS
 - A. HEADQUARTERS, MORGUE, AUTOPSY SUITE
4707 East McLeod Drive
Saginaw, Michigan 48604
3. FEDERAL TAX IDENTIFICATION NUMBER
 - A. MICHIGAN INSTITUTE OF FORENSIC SCIENCE & MEDICINE PC
EIN - 83-4362800
4. CORRESPONDENCE
 - Mr. Brian Hart**
CHIEF EXECUTIVE OFFICER
4707 EAST MCLEOD DRIVE
SAGINAW, MICHIGAN 48604
Office - 989.341.5077
Fax - 989.341.5073
Email brian@mifsm.org
5. REPRESENTATION OF GOOD STANDING
 - A. Michigan Institute of Forensic Science And Medicine is a fully insured corporation.

IV. AGREEMENT APPROACH

1. MEDICAL EXAMINER OFFICE, LOCATION, STAFFING PLAN

A. LOCATION

- i. 4707 East McLeod Drive
Saginaw, Michigan 48604**

B. STAFFING PLAN

- i. DR. ROSHAN MAHABIR, MD, PHD, MPH, FCAP, FASCP**

CHIEF FORENSIC PATHOLOGIST

CHIEF MEDICAL EXAMINER

4707 EAST MCLEOD DRIVE

SAGINAW, MICHIGAN 48604

O 989.341.5077

F 989.341.5073

Email roshan@mifsm.org

- ii. DR. WILLIAM LICHON, DDS**

DIRECTOR OF FORENSIC ODONTOLOGY

4707 EAST MCLEOD DRIVE

SAGINAW, MICHIGAN 48604

O 989.341.5077

F 989.341.5073

Email william.lichon@mifsm.org

- iii. RECRUITMENT OF FUTURE PHYSICIANS TO STAFF MEDICAL EXAMINER OFFICE POSITION AND FORENSIC PATHOLOGIST POSITION**

- a) Creation of a forensic pathology fellowship program sponsored by the Michigan Institute of Forensic Science & Medicine.**
- b) Fellowship trained physicians would help address the workforce shortage associated with forensic pathology and medical examiner positions in rural areas of the United States and in particular, the Great Lakes Region.**

C. EXPERIENCE AS AN EXPERT WITNESS - SEE ATTACHED CV'S

D. CONTINGENCY PLAN IN LIEU OF MEDICAL EXAMINER ABSENCE

- i. DEPUTY MEDICAL EXAMINERS**
- ii. ASSISTANT FORENSIC PATHOLOGISTS**

E. TRANSPORTATION OF THE DECEDENT FROM DEATH SCENE TO THE TEMPORARY REFRIGERATED STORAGE FACILITY

- i. All transportation logistics and costs are covered by MIFSM.
- ii. There is no associated increase in charge regardless of locality and distance.

F. COMPLETE LIST OF CONSULTANTS TO BE UTILIZED IN THE COURSE OF FORENSIC PATHOLOGY SERVICES

- i. Forensic Anthropology consultation:
 - Michigan State University Forensic Anthropology Laboratory (517) 432-6251

G. COMPUTER INFORMATION MANAGEMENT SYSTEM - MEDICOLEGAL DEATH INVESTIGATION

H. PROPOSED BODY TRANSPORT PLAN

- i. MIFSM will have their own body transport vehicles and staff.

V. PROJECT TEAM QUALIFICATIONS AND EXPERIENCES

1. See attached CVs.

VI. REFERENCES

1. Mr. Timothy J. Dolehanty
Ogemaw County Administrator
806 W. Houghton Avenue
West Branch, MI 48661
dolehantyt@ocmi.us
(989) 516-9020

2. Detective Del Moore
Grand Traverse Band Tribal Police Department
2300 North Stallman Road
Suttons Bay, MI 49682
Del.Moore@gtbindians.com
(231) 645-1554

3. Mr. Quentin L. Bishop
County of Lapeer Administrator/Controller
255 Clay Street
Lapeer, MI 48446
www.lapeercountyweb.org
(810) 667-0366

4. Ms. Karen Moore
Gladwin County Board of Commissioners Chairperson
401 West Cedar Avenue
Gladwin, MI 48624
kmoore@gladwincounty-mi.gov
(989) 426-4821

5. Mr. Ronald Vaughn
Ogemaw County Board of Commissioners
806 W. Houghton Avenue
West Branch, MI 48661
rvaughn2448@icloud.com

VII. PROPOSED COSTS - \$10,000.00 PER ANNUM FOR THREE YEARS FOR ALL SERVICES PERFORMED BY MEDICAL EXAMINER, MEDICAL EXAMINER'S OFFICE, AND FORENSIC PATHOLOGIST.

1. THERE ARE NO COSTS OUTSIDE OF MASS CASUALTY INCIDENT FOR WHICH COUNTY WILL BE RESPONSIBLE FOR.
2. INCLUDED IN OUR PROPOSAL, BUT NOT LIMITED TO ARE:
 - A. All administrative costs
 - B. All transportation costs
 - C. All equipment fees
 - D. All investigation fees
 - E. All transcription fees
 - F. All detailed miscellaneous fees
 - G. Creation of cremation permits and death certificates
 - H. Forensic autopsy costs
 - I. All body disposal costs

APPENDIX A – OUR PARTNERS

Michigan State University Forensic Anthropology Department

Phone (517) 432-6251

Michigan State University Forensic Anthropology Services which specialize in human vs. non-human bone identification, recovery, skeletal analysis, trauma, analysis, identification, and superimposition.

APPENDIX B – REVENUE ENHANCEMENT SERVICES

Grant solicitation and shared revenue opportunities. Grants are wholly available from the state, independent foundations, and from the United States Department of Justice. Our intent is to make an application for numerous grants, which after compliance vetting, will allot Schoolcraft County to receive 50% of the grant disbursement made towards forensic science and the medical examiner's office of Schoolcraft County.

APPENDIX C – FEE SCHEDULE

Cremation Permit Fees - \$63

Non-Medical Examiner Body Transportation Service - \$150 + Mileage

Non-Medical Examiner Body Storage - \$50 per day

AGREEMENT FOR COMPREHENSIVE MEDICAL EXAMINER OFFICE SERVICES

This agreement ("Agreement"), dated as of, November 1, 2022, ("Effective Date"), is by and between the County of Schoolcraft, a political subdivision of the State of Michigan (hereinafter "County"), and the Michigan Institute of Forensic Science & Medicine PC, (hereinafter "Contractor"), a professional corporation authorized to operate in the State of Michigan.

RECITALS

WHEREAS, Schoolcraft County requires comprehensive medical examiner office, medical examiner, death investigation, and forensic autopsy services; and

WHEREAS Contractor represents that it is a duly qualified and licensed provider of medical examiner and forensic pathology services and is experienced in autopsies and related services; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

I. Scope of Services.

1.1 Appointment as Medical Examiner/Contractor's Specified Services. Contractor shall propose a physician licensed to practice within the State of Michigan to accept appointment as the Office of Schoolcraft County Medical Examiner and such deputy medical examiners as needed for formal appointment by the Schoolcraft County Board of Commissioners. The medical examiner and deputies once appointed shall complete the current ME's term, and be eligible for additional three year appointments commencing as of the effective date of this agreement. If appointed by the Board, commencing as of the effective date of this agreement, the medical examiner shall perform services required by Act 181, Michigan Public Acts 1953, as amended (Act 181), including (but not limited to) the work described in Exhibit A, attached hereto and incorporated herein by this reference, within the times or by the dates provided in Exhibit A and pursuant to Article 7, prosecution of work.

1.2 Contractor's Specified Services. Upon request of the County or designee, Contractor shall perform the services described in Exhibit A, attached hereto, and incorporated herein by this reference (hereinafter "Scope of Work"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.3 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.4 Performance Standard. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.5 Assigned Personnel.

- a. Contractor shall assign only competent personnel to perform work hereunder. County will discuss performance issues of any assigned personnel with Contractor so that Contractor may attempt to remedy the situation. If, at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. If any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor and County shall be responsible for timely provision of adequately qualified replacements.

1.6 Confidentiality. The services to be performed by Contractor under this Agreement necessarily involve private matters of a personal nature for the citizens of Schoolcraft County. For this reason, neither Contractor nor any persons performing services under this Agreement on its behalf may disclose, disseminate, copy or publish any private information obtained during the course of performing services under this Agreement, unless such disclosure is required by law or necessary to effectuate the terms of this Agreement. Contractor agrees to comply with any provisions of the Health Insurance Portability and Accountability Act ("HIPAA") applicable to Contractor by reason of Contractor's provision of services under this Agreement.

2. Payment. For all services required hereunder and as outlined in Exhibit A, Contractor shall be paid Ten Thousand Dollars (\$10,000) per Contract Year (as defined below), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Payments shall be made in equal quarterly installments to Contractor, one month prior to quarter start date, subject to receipt of such bills and/or invoices as required by County to document services provided under this Agreement. Future invoices and payments should occur in accordance with Exhibit C.

3. Term of Agreement. The term of this Agreement shall be from November 1, 2022, to October 31, 2025, unless terminated earlier in accordance with the provisions of Article 4 below. Each twelve (12) month period from November 1 through October 31 during which this Agreement remains in effect shall be known as a Contract Year.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right to terminate this Agreement by giving written notice of such termination, stating the effective date, and presenting such notice of termination at least one hundred eighty (180) days in advance of such effective date.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should County or Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County or Contractor may immediately terminate this Agreement by giving the other party written notice of such termination, stating the reason for termination. Contractor may terminate this Agreement for non-payment of invoices overdue by more than 30 days.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 30 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for any reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Contractor shall be entitled to receive full payment for all services rendered up to the date of termination; provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage

to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Representations of Contractor.

8.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

8.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor, and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides.

its employees. In the event County exercises its right to terminate this Agreement, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

8.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs issued by the General Services Administration. If the Contractor becomes debarred, Contractor has the obligation to inform the County.

8.4 License to Practice Medicine and Board Certification. Contractor represents and warrants that physician personnel is/are, and will remain during the pendency of this Agreement, licensed to practice medicine in the State of Michigan and board certified by the American Board of Pathology.

8.5 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of Michigan as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

8.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

8.7 Nondiscrimination. Without limiting any other provision hereunder, Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, any County policy regarding the same. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

8.8 Assignment of Rights. Contractor assigns to County all rights throughout the

world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

8.9 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

8.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until

the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery, by U.S. Mail or courier service, or by email. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Beth Edwards
Schoolcraft County Clerk
300 Walnut Street
Manistique, MI 49854
906-341-3618
clerk@schoolcraftcounty.us

TO: CONTRACTOR: Brian Hart
Chief Executive Officer
Michigan Institute of Forensic Science & Medicine
4707 East McLeod Dr
Saginaw, MI 48604
989-341-5077
brian@mifsm.org

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 PM (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

12. Miscellaneous Provisions.

12.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

12.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

12.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

12.4 No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

12.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of Michigan, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Schoolcraft or Saginaw.

12.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

12.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

12.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

<p>MICHIGAN INSTITUTE OF FORENSIC SCIENCE & MEDICINE PC</p> <p>By: _____ Brian Hart</p> <p>Its: CEO</p> <p>Date: _____</p>	<p>COUNTY OF SCHOOLCRAFT</p> <p>By: _____ Beth Edwards</p> <p>Its: County Clerk</p> <p>Date: _____</p>
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Exhibit A

Scope of Work

1. Contractor's Responsibilities. During the term of this Agreement, Contractor shall provide the following services to County:

- a. Case Evaluation: Contractor shall provide case evaluation services and shall consult with investigators, family members of decedents, and private medical doctors, at the request of an authorized representative of the Sheriff's Office, to assist in determining whether specific cases require Medical Examiner inquiry, pursuant to MCL § 52.202.
- b. External Exam: Contractor shall perform external examinations of decedents, when an autopsy examination is not necessary, to provide probable cause of death, according to the Michigan Death Registry. External examination may include viewing the body, examining medical records, medical history, and similar information. If such external examination reveals questions or issues that in the opinion of Contractor require an autopsy to be performed, Contractor shall perform an autopsy.
- c. Case Consultation: Contractor may perform case consultation services on an as needed basis, including medical record and laboratory results review, investigative report review, and case analysis, which may or may not involve external examinations. Ad hoc, informal opinions provided by Contractor to Sheriff's Office personnel shall not incur fees. In the event that a formal, extensive records or case review is required to determine cause of death, County and Contractor shall mutually agree upon the scope and estimate of cost of work prior to commencement of the review.
- d. Autopsy: Contractor shall perform autopsies when determined necessary by an authorized representative of the Sheriff's Office. Contractor shall advise Sheriff's Office on necessity of performing an autopsy versus an external examination in the context of industry best practices. Such autopsy services shall also include:
 - i. Triage: Contractor shall participate in case triage discussions.
 - ii. Viewing: Autopsies may be viewed by individuals or agency representatives (such as Public Health or other relevant individuals/agencies), who may not be involved in the investigation or prosecution of case. Such individuals or agency representatives must obtain authorization from the Sheriff's Office prior to viewing any autopsy.
 - iii. Explanation of Procedures: If authorized by the Sheriff's Office, Contractor shall explain autopsy procedures and respond to questions during the autopsy.

- iv. Education: Contractor may provide education to Sheriff's Office personnel during such autopsies, provided it does not interfere with performance of work required; however, any fee, if applicable, for such training services shall be addressed exclusively by Contractor and the party requesting such services.
- e. Laboratory Testing: Contractor shall order and pay for toxicological, bacteriological, serological, or similar testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- f. Histology: Contractor shall cover histology testing studies from laboratories when reasonable or necessary to assist in determining cause of death.
- g. Transcription: Contractor shall provide transcription services.
- h. On Scene Examination: Contractor shall view the bodies of decedents at the scene of death and/or perform other investigative services (such as interviewing/examining witnesses) during and after normal working business hours.
- i. Examination Report: Contractor shall provide a complete, typewritten, final report within sixty (60) calendar days after receipt of clinical test results and any consultation, investigative reports or information reports necessary to close the case. The report must contain the following information:
 - i. Name of individual tested, identifying information (such as age, sex, and other vital statistics), and applicable case number.
 - ii. Date external examination concluded or date and time of autopsy.
 - iii. Description of external examination of individuals/records.
 - iv. When an autopsy was performed, a description of the internal examination, noting the weight and condition of specific organs and condition of internal body systems. As applicable, the report will include: significant positive findings, and relevant negative findings; list of gross diagnoses; description of any microscopic examination; summary of laboratory tests (with copies of test reports); intervals for mechanisms of death; diagrams of injuries (with photographs attached as appropriate); and any other information considered pertinent by Contractor.
 - v. Summary of relevant historical and scene information (when appropriate), results/findings from examinations performed, and determination of probable cause of death.

- vi. Any other information required by applicable state /federal laws or regulations.
- vii. Signature of forensic pathologist licensed to practice medicine in the State of Michigan. Board certified forensic pathologists will be made available for prosecutable cases.
- j. Transportation: Contractor shall perform and provide all transportation associated with cases associated with the death at their own expense all transportation costs. It is the intention of Contractor to use their own medical transport vehicle.
- k. Sudden Unexpected Infant Death Cases (SUID): Contractor shall perform procedures necessary to comply with Government Code or any other laws or regulations applicable to post-mortem examination of sudden, unexpected infant death cases.
- l. County Committee Meetings: Contractor shall attend meetings associated with the Countywide Child Death Review and Domestic Violence Death Review committees and other related meetings that may be scheduled, unless unable to attend due to unforeseen illness, mandatory appearance requirements, or other emergency or urgent circumstances preventing attendance. County shall schedule no more than one such meeting per month through the Contractor's main office.
- m. Business Meetings: Contractor shall attend meetings that are related to the legal or public health functions of the Sheriff's Office when deemed necessary by an authorized representative of the Sheriff's Office. County shall schedule no more than one such meeting per month through the Contractor's main office.
- n. Expert Witness: Contractor shall testify as an expert witness when subpoenaed to do so at any legal proceeding, whether deposition or court testimony, arising in connection with cases in which Contractor has conducted an examination. The County will not be liable for any fees associated with testimony or deposition services.
- o. Anatomical Gifts: Contractor shall cooperate and support the authorized removal and disposition of human tissue from bodies of deceased persons as authorized by the Gift of Life; consult with physicians or transplant personnel when a request for donor tissue is made in a case falling under the jurisdiction of the Medical Examiner; and advise the Sheriff's Office's representative whether such a procedure would adversely affect the subsequent documentation of injuries or determination of cause or manner of death.
- p. Staff Training: Contractor shall provide education and training services for Sheriff's Office personnel as may be mutually agreed upon by Contractor and the Sheriff's Office. Such services may include, but are not necessarily limited to, instructing personnel, particularly Sheriff's Department Detectives and/or investigators, regarding medical safety issues or information required by the pathologist for effective evaluation of Medical Examiner cases.

- q. Advice/Retention: Contractor shall advise the Sheriff's Office concerning the necessity of retaining specimens and tissue samples, and their recommended retention periods.
- r. Chain of Custody: Contractor shall maintain evidence chain of custody, as required by the Sheriff's Office, by obtaining and protecting evidence on or about decedents in such a way that follows the standards and best practices of the industry.
- s. Prior Case Review: Contractor shall perform a review, written report, and/or expert testimony of cases where a Pathologist not associated with Contractor performed the exam.
- t. Minimum Staffing: In order to adequately meet the County's forensic pathologist needs, Contractor shall assign one, full-time pathologist to the Sheriff's Office. Any additional part-time or temporary pathologists shall be assigned as deemed necessary by the County and Contractor, in the event that Contractor cannot provide said staffing.
- u. Availability: Contractor shall be available during normal business hours and off hours to consult with representatives of the Sheriff's Office regarding Medical Examiner activities.
- v. Facility/Equipment: Contractor shall provide, equip, and maintain a facility in which autopsies and any other postmortem examinations are to be performed.
- w. Operational Supplies: Contractor shall provide supplies and equipment necessary for conducting required examinations. This includes, but is not necessarily limited to, a microscope, protective supplies, (e.g., gowns, gloves, aprons, face shields, boots, and shoe covers); containers for bodies and tissue samples; items used in performance of autopsies (e.g., syringes, scalpels, scissors, forceps, chisels, knives, saws, and photographic film); and cleaning supplies (e.g., soaps, detergents, and disinfectants).
- x. Office/Clerical Staff: Contractor shall provide 50% salary contribution for current administrative staff utilized for County Medical Examiner Office.
- y. Laboratory Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- z. Histology Services: Contractor shall provide direct payment to authorized laboratory contractor(s) for services ordered.
- aa. Forensics Contractors: Contractor shall obtain and pay for Contractors in forensic neuropathology, forensic anthropology, forensic odontology, and any other specialty as may be deemed necessary for a small number of unusual and extraordinary cases that cannot otherwise be adequately concluded.
- bb. Specimen/Tissue Storage: Contractor shall provide for the storage of specimens and

tissue samples that Contractor considers necessary to retain as evidence or for further testing.

2. Responsibilities of County: County shall have the following responsibilities under the Agreement:

- a. Office/Clerical Staff: County shall provide a single office administrative staff person to be available for any/all applicable Contractor services for 20 hours per week. Administrative staff person may be asked to handle issues outside of Schoolcraft County as it directly relates to Contractor's provision of services under this Agreement.
- b. Additional Pathologists: County shall provide direct payment to additional pathologists that may be required to handle any disaster situation, involving ten or more deaths occurring during a single incident, if Contractor is unable to provide said services.

Exhibit B Insurance Requirements

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the various Michigan labor and employment statutes.
- b. Workers Compensation insurance with statutory limits as required by Michigan law.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If Contractor currently has no employees as defined by various Michigan labor and employment statutes, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$3,000,000 General Aggregate; \$3,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

- d. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- e. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- f. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
- g. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Medical Examiner and Forensic Pathology Services.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Schoolcraft, its Officers, Agents and Employees.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

**Exhibit C Fee Schedule
and Invoice Schedule**

1. Fee Schedule

- a. Cremation Permit Fees - \$63
- b. Death Certificate Fees - \$0
- c. Non-Medical examiner Body Transportation Service - \$150 + Mileage
- d. Non-Medical examiner Body Storage - \$50 per day
- e. Non-Medical examiner Private Autopsy - \$4500

2. Invoice Schedule – Quarterly payments due 30 days prior to start of quarter

- a. Quarter 1 – November 1 to January 31 (Payment due date October 1)
- b. Quarter 2 – February 1 to April 30 (Payment due date January 1)
- c. Quarter 3 – May 1 to July 31 (Payment due date April 1)
- d. Quarter 4 – August 1 to October 31 (Payment due date July 1)

**SCHOOLCRAFT COUNTY BOARD OF COMMISSIONERS
PERSONNEL COMMITTEE MEETING**

The Schoolcraft County Board of Commissioners Personnel Committee met on Tuesday, November 1, 2022, in the 1st Floor Conference Room, of the Schoolcraft County Building, City of Manistique, Michigan, commencing at 11:32 p.m. The meeting was called to order and roll was taken:

Present: Commissioner Alan Kilar
 Commissioner Troy Bassett
 Beth A. Edwards, Clerk

Commissioner Allan Kilar led the committee in the Pledge of Allegiance.

Discussion:

Emergency Manager position was discussed. Alan Kilar suggested county employee with \$1,500 in office supplies. Troy Bassett suggested similar thoughts being a county employee, salaried, and operating budget including mileage for job related from the Courthouse similar to other departments. **RECOMMENDATION to make him a \$14,000 salaried employee with an operating budget to include office supplies and mileage.**

Discussion regarding setting a monthly Personnel Committee meeting. Decided to set it for the 1st Tuesday of each month at 11:00 a.m.

Alan Kilar discussed putting Steve Videtich's total wage and stipends into one wage. Steve Videtich requested \$5,000 increase and 4% on the increase for the extra duties. Beth Edwards advised that if the salary is wrapped into one the reimbursement for the grant departments would lose reimbursement as the cost allocation for courthouse will be diluted by the additional buildings and acres. Would advise to keep them separated. **RECOMMENDATION to make Steve Videtich's title Facilities Manager, duties of the Facilities Manager would be Courthouse, Courthouse Grounds, Airport, Central Purchasing, and Parks Manager—increase pay \$5,000 as of January 1, 2023, with a 4% increase only on current wages.**

Discussion regarding a needed Salary Study including workload, job functions, rate of pay, and benefits. This committee will come up with a set of variables for this survey.

Penny Carlson addressed the salary for the VSO being at a low rate of pay. The Veterans Board will be filling the vacancy at her retirement with an hourly paid employee.

Jane addressed the DTR, GASB – 4% increase. Also the Survey and Remonumentation Grant and the grant would pay for an increase. There was discussion as to how to handle this and it will be discussed at the next meeting.

Tim Noble addressed the structure in his office and how the Building and Grounds wage separation assists with the central services portion of the CRP Contract reimbursement. Keeping that separation in wages would be important.

Tina Baumann addressed not forgetting the non-salaried employees and the ability for her to get paid the indirect charges on the Secondary Road Patrol Grant which is 5% of expended grant funds. Beth

Edwards stated that currently those indirect charges are going to the County to help with the expenses of that department.

Alan Kilar and Troy Bassett discussed taking a look at an incentive program for individuals that write and obtain a grant for the county, possibly a bonus for such grant writing.

Sheriff Willour stated he thought he could get a Sheriff's Department Survey that had just been completed. He will check on it and get a copy to the Board.

Beth Edwards stated that updated Job Description would be a good idea. There was discussion and Beth will request those from the Department Heads.

Next meeting: December 6, 2022, at 11:00 a.m.

Adjournment: Committee meeting adjourned at 12:30 p.m.