

**ALGER COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

October 19, 2020

Approved November 16, 2020

Pursuant to recess, the Alger County Board of Commissioners convened via GoToMeeting at 4:05 p.m. on the above date.

The meeting was called to order by Chairman Doucette with the following Commissioners present: Commissioners Mattson, Pullen, Rondeau, and Doucette. Absent – Commissioner VanLandschoot.

The board of commissioners said the Pledge of Allegiance.

Public comment session was open. There was no public comment; thus, the public comment was closed.

It was moved by Commissioner Pullen and seconded by Commissioner Mattson to accept the agenda as presented. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Mattson and seconded by Commissioner Rondeau to approve the consent agenda which includes the following items:

Authorize a one-time payment of \$410.31 to set up departmental accounting software on the postage machine;

Authorize the prosecuting attorney's office to purchase 4 new computers and printers in the amount of \$4,895.88 plus \$1,000 for setup – monies to come from their Coronavirus Emergency Supplemental Funding Grant;

Authorize the clerk to purchase equipment up to \$5,000 for elections – monies to come from the Center for Tech and Civic Life Grant in the elections budget;

Authorize the administrator to purchase a generator in the amount of \$5,000 for Mathias Township – monies to come from the EMD budget;

Authorize payment of \$500 to Jim Seppanen for each tower project in the total amount of \$1,000 - monies to come from EMD budget;

Authorize opting out of PA 152;

Approve Pathways quarterly mental health appropriation in the amount of \$8,305 (101-631-969.000);

Approve payment of all Board Bills;

Approve Financial Reports for all funds (Trial Balance Report available);

Authorize the treasurer to amend revenues in donations in the amount of \$5,000;

Authorize the clerk to amend expenditures in elections in the amount of \$5,000;

Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Pullen and seconded by Commissioner Mattson to approve the Committee of the Whole meeting minutes of September 14, 2020. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Mattson and seconded by Commissioner Rondeau to approve the Board of Commissioners meeting minutes of September 21, 2020. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

Stephan Currie, Executive Director for Michigan Association of Counties delivered a presentation.

It was moved by Commissioner Pullen and seconded by Commissioner Rondeau to approve 18% employee cost-sharing for Alger County group insurance. Motion carried by the following vote:

Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Pullen and seconded by Commissioner Mattson to approve the NorthCare Network Intergovernmental Contract:

INTERGOVERNMENTAL CONTRACT

This Contract (this “Contract”) is made as of this First day of October 2020 by and among NorthCare Network, Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon, and Schoolcraft County (individually referred to as the “County,” and collectively referred to as the “Counties”).

RECITALS

NorthCare Network is a Community Mental Health Regional Entity formed under the Mental Health Code, MCL 330.1204b, that submitted its Application for Participation and was approved 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 as Region 1 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 were transferred, on October 1, 2014, from existing coordinating agencies (Pathways and WUPSASCA) to community mental health regional 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 330.1100a(22).

NorthCare Network represents five (5) community mental health authorities in Region 1 and qualifies for status as a MDHHS designated PIHP to coordinate the provision of substance use disorder services in Region 1.

NorthCare Network, as a MDHHS designated PIHP, 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 NorthCare Network and each of the Counties in Region 1.

NorthCare Network and the Counties are authorized to enter into contracts under 1951 PA 35, Intergovernmental Contracts Between Municipal Corporations, MCL 124.1 *et. seq.*

NorthCare Network and the Counties desire to enter into this Contract, under 1951 PA 35, to establish a SUD Policy Board.

THEREFORE, 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 NorthCare Network Substance Use Disorder Policy Board is a designated committee of the NorthCare Network Governing Board. The SUD Policy Board shall have the following functions and responsibilities:

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

2.1.2 Advise and make recommendations regarding NorthCare Network's budgets for substance use disorder services using non-PA 2 Funds; and

2.1.3 Advise and make recommendations regarding contracts with substance use disorder treatment, prevention or recovery providers.

Section 2.2 APPOINTMENT/COMPOSITION

The Board of Commissioners of each of the Counties shall appoint one (1) member of the 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.

Section 2.3 VACANCIES

A vacancy on the SUD Policy Board shall be filled only by the Board of Commissioners of the County that originally filled the vacated position.

Section 2.4 REMOVAL

The County that appointed a SUD Policy Board member may remove its appointee at any time pursuant to MCL 46.11(n). 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 2.5 ETHICS AND CONFLICTS OF INTEREST

The SUD Policy Board member 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. The SUD Policy Board members shall adhere to the NorthCare Network Conflict of Interest Board of Director and Officers Policy.

Section 2.6 COMPLIANCE WITH LAWS

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.

Section 2.7 BYLAWS

The SUD Policy Board shall adopt Bylaws which shall be consistent with the terms of this Contract and the responsibilities of NorthCare Network as set forth under MCL 330.1204b. The SUD Policy Board may amend the Bylaws as provided in those Bylaws. The parties hereto agree that said Bylaws are subject to NorthCare Network's Governing Board review and approval.

ARTICLE III
NORTHCARE NETWORK

Section 3.1 FUNDING

NorthCare Network 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

Section 4.1 TERM

The Term of this Contract shall commence on the 1st Day of October 2020 and continue unless terminated in accordance with Section 4.2

Section 4.2 TERMINATION

Any party may terminate 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 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 simultaneously in multiple counterparts, each of which shall be considered an original, but together shall constitute one and the same instrument.

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.

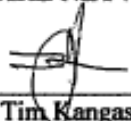
ARTICLE VII

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 as provided in their governing body resolutions, meeting minutes or some other form of written verification of the same, copies of which shall be provided to NorthCare Network. This Contract shall be deemed executed, valid, enforceable and binding upon the parties once signed in handwriting or by any electronic means and may be delivered by facsimile or electronic transmission.

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

NORTHCARE NETWORK REGIONAL ENTITY

BY:  DATE: 9/16/20
Dr. Tim Kangas
ITS: Chief Executive Officer

ALGER COUNTY

BY: _____ DATE: _____
ITS: _____

Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Mattson and seconded by Commissioner Pullen to approve the Memorandum of Understanding between the MDOC and Alger County Sheriff’s Department to prepare and provide meals for inmates housed in the Alger County jail:

MEMORANDUM OF UNDERSTANDING

Between the

MICHIGAN DEPARTMENT OF CORRECTIONS

And

ALGER COUNTY SHERIFF’S DEPARTMENT

THIS MEMORANDUM OF UNDERSTANDING (Agreement) is entered into by the Michigan Department of Corrections (MDOC), whose address is 206 East Michigan Avenue, Lansing, MI 48933, and Alger County Sheriff’s Department, whose address is 101 Court Street, Munising MI 49862.

The Parties, for the considerations specified in this Agreement, agree to the following terms and conditions:

Introduction

The Alger Correctional Facility is to prepare and provide meals for prisoners housed at the Alger County Jail.

Term of Agreement

This MOU will commence October 1, 2020 and remain in effect no later than September 30, 2021. This MOU may be renewed upon written request by the Parties involved.

Consideration

The per meal cost is \$1.50 including disposables. The rate for snack bags will be \$1.00 per bag.

Obligations of Alger County Sheriff's Department

- The Alger County Sheriff's Department will notify the Alger Correctional Facility the number of meals being requested. The hours for pick-up of meals will be coordinated with Alger's Food Service Director.
- The Alger County Sheriff's Department will pick up meals at the Alger Correctional Facility.
- The Alger County Sheriff's Department will submit payment to the Alger Correctional Facility for the meals provided and invoiced for the previous month. The check will be payable to the "State of Michigan" and mailed to the Alger Correctional Facility; N6141 Industrial Park Drive, Munising MI 49862.

Obligations of the MDOC

- The Alger Correctional Facility will provide the number of meals requested by the Alger County Sheriff's Department.
- The Alger Correctional Facility will send a monthly invoice to the Alger County Sheriff's Department for meals provided the preceding month.

Mutual Agreements

This Agreement constitutes the entire agreement between the Parties.

No amendment or modification to this Agreement shall be effective unless the same is in writing and signed by the original signatories to this Agreement.

This Agreement is governed by the laws of the State of Michigan.

The Parties agree to abide by all State and federal laws.

Notice and Approvals

Any Notice to any other party required by this Agreement shall be complete if submitted in writing and submitted by personal delivery with signed delivery receipt, or certified or registered mail return receipt requested or by email, with receipt request, to the last known email by which the Parties have communicated. Unless the Parties notify the other Parties in writing of a different mailing address, notice to the Parties shall be transmitted as indicated below:

To the MDOC:

Name:	Sarah Schroeder A/Warden
Address:	N6141 Industrial Park Drive, Munising, MI 49862
Phone Number:	(906) 387-5000 Ext 1112020110
Email:	SchroederS2@michigan.gov

To the Alger County Sheriff's Department:

Name:	Todd Brock, Sheriff
Address:	101 Court Street, Munising, MI 49862
Phone Number:	(906) 202-9735
Email:	JVandeVelde@algercounty.gov

Termination

This Agreement may be terminated by any party, at any time, for any reason by giving 30 day written notice to the other Parties prior to the date of cancellation.

IN WITNESS WHEREOF, the Parties have executed this agreement by their duly authorized representatives;

Heidi E. Washington, Director
Michigan Department of Corrections

Date



Sarah Schroeder, A/Warden
Alger Correctional Facility

9/24/2020

Date

Todd Brock, Sheriff
Alger County Sheriff's Department

Date

Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Pullen and seconded by Commissioner Mattson to approve request for proposal for Designated Assessor to be advertised:

REQUEST FOR PROPOSAL

DESIGNATED ASSESSOR

By: Alger County

101 Court Street

Munising, MI 49862

Phone: (906) 387-7029

Fax: (906) 387-2156

<http://www.algercounty.gov>

Approved by the Alger County Board of Commissioners
October 19, 2020

NOTICE: COUNTY OF ALGER REQUEST FOR PROPOSALS COUNTY DESIGNATED ASSESSOR

The County of Alger will receive proposals from qualified individuals for the position of County Designated Assessor as required by MCL 211.10g(4).

Proposals, along with schedule of fees required, will be received until _____ prevailing Eastern Time, _____.

Proposals shall be addressed as follows:

County of Alger Administrator's Office 101 Court Street, Munising, MI 49862.

ENVELOPES/SHIPPING BOXES MUST BE PLAINLY MARKED: "RFP – COUNTY DESIGNATED ASSESSOR", and MUST DISPLAY THE NAME OF THE PROPOSER.

The County reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to waive any irregularities or informalities or both; to vary from the qualifications; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the County, at its sole discretion, to be in the best interest of the County of Alger.

Notice dated:

Seeking Proposals for Designated Assessor

As required by MCL 211.10g(4), every County shall have a Designated Assessor on file with the State Tax Commission as of December 31, 2020.

On behalf of its one (1) city, eight (8) townships and one (1) village, Alger County is seeking a qualified individual to serve as a **Designated Assessor**, who will be designated by an Interlocal Agreement executed between the County Board of Commissioners and a majority of the Assessing Districts in the County.

The Designated Assessor must be an individual qualified and certified in good standing by the State Tax Commission as a Michigan Advanced Assessing Officer (MAAO) or Michigan Master Assessing Officer (MMAO). The appointment of an individual as Designated Assessor does not create an employment or paid contractual relationship with the County.

The services per guidelines provided by the State Tax Commission for the Designated Assessor to the contracting Assessing District include but are not limited to: preparation of the assessment rolls, establishing a plan to correct deficiencies found in the State Tax Commission audit, timely delivery of documents and execution of forms, attendance at Board of Review meetings, handling property tax appeals filed with the Michigan Tax Tribunal (either directly or through legal counsel), timely reporting and meeting with local officials of the Assessing District, and responsibility for overseeing assessing staff members of the Assessing District.

The individual designated as the County's Designated Assessor must be approved by the State Tax Commission.

Applications for this contracted position will be taken until it is approved by a majority of the Assessing Districts.

Any interested parties should submit a proposal to:

Alger County Administration
101 Court Street
Munising MI 49862

The deadline for submitting a proposal is: _____.
This document in its entirety is also available on the county's website:

www.algercounty.gov

Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

It was moved by Commissioner Rondeau and seconded by Commissioner Mattson to authorize payment of 911 Authority fees. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

There were no miscellaneous financial matters.

There were no resolutions.

Correspondence was briefly read.

Commissioner Pullen noted that Pathways CEO, Mary Swift was awarded the David LaLumia Outstanding Professional Service Award. An airport meeting with Luce County is still being organized. Commissioner Rondeau liked Steve Currie's presentation and thanked the insurance committee. Commissioners Mattson and Doucette thanked the insurance committee.

Prosecuting Attorney Steinhoff explained that the Marquette County courthouse is closed, and he is uncertain how court hearings will work. Mr. Steinhoff also wished everyone good luck in the upcoming general election. Sheriff Brock would like to schedule a law enforcement meeting to bid out for a new ambulance for which monies were included in the recently passed millage.

Public comment session was open. Todd DeJong explained recent road paving has left a lip of several inches between the highway and junction to his road. Commissioner Doucette explained that the Alger County Road Commission would have to address this issue. There was no further public comment; thus, the public comment was closed.

It was moved by Commissioner Rondeau and seconded by Commissioner Mattson to adjourn this meeting at 5:15 p.m. Motion carried by the following vote: Ayes – Commissioners Mattson, Pullen, Rondeau, and Doucette. Nays – none. Absent – Commissioner VanLandschoot.

Jerry Doucette, Chairman
Alger County Board of Commissioners

Mary Ann Froberg
Alger County Clerk