BOARD OF COMMISSIONERS COUNTY OF MARQUETTE NOVEMBER 18, 1997

There being no further public comment, Chairperson Corkin closed this portion of the meeting.

It was moved by Comm. Seppanen, seconded by Comm. Rapport, and unanimously carried by voice vote that the agenda be approved as presented.

PUBLIC HEARING

Chairperson Corkin explained that the purpose of the hearing is to discuss the Resolution Creating the Pathways Authority.

Rev. Kemppainen, Chairperson of the Community Mental Health Board, spoke on behalf of the Behavioral Health Care Board which consists of Marquette, Alger, and Luce Counties. This past July the Delta County Mental Health Board met to discuss the possible merger of our two systems. Delta County had been investigating merger with other County Mental Health Authorities, including the eastern end of the Upper Peninsula. Delta County finally decided to merge with us. Mr. Kemppainen stated that our Mental Health Center will be strengthened by Delta’s merger. He feels consolidating two administrative systems into one will create tremendous efficiencies and save taxpayer dollars. Rev. Kemppainen urged the County Board to support the resolution.

Dr. Birch, CEO, Community Mental Health, explained to the County Board that this has been a reoccurring dream for him. When he came to Marquette County in 1982, fifteen counties in the Upper Peninsula were organized into nine community mental health systems. Today there are six, and after the merger there will be five. The budget in 1982 was a little less than $5 million and a staff of less than 75. Beginning in January, the staff will be approximately 500 people, and the budget $25 million. Not only has inflation been at work, but also there has been some real and variable growth in the kinds of services that are now available to residents of our communities. Mr. Birch is strongly supportive of this merger. He further explained that this hearing will be the first of the four County region that will have a signature associated with it. The next hearing for signature will be in Delta County on December 3rd, Alger County on December 8th, and Luce County on December 11th. At that time the Resolution will be formally adopted. Dr. Birch thanked the County Board for their continued support.

Chairperson Corkin called for comment from Commissioners. Commissioners commended both Rev. Kemppainen and Dr. Birch for a job well done. Chairperson Corkin feels the merger will greatly strengthen community mental health for the future and make Pathways a real competitive force in mental health over the next decade in the Upper Peninsula.

It was moved by Comm. Seppanen, seconded by Comm. Cihak and unanimously carried by voice vote that the County Board approve the following Resolution Creating the Pathways Authority.

RESOLUTION CREATING THE PATHWAYS AUTHORITY

WHEREAS, pursuant to an amendment to the Mental Health Code, Public Act 290 of 1995 (hereinafter referred to as "Act") there is an option to create a Community Mental Health Authority with powers and duties as defined in Section 205, MCL Sec. 330.1205; and

WHEREAS, this Board of Commissioners has determined that a creation of an Authority from the community mental health programs servicing Alger, Delta, Luce and Marquette counties (hereinafter referred to collectively as "participating counties" or individually as "participating county"), under the Mental Health Authority structure provided in MCL Sec. 330.1205 would better serve the County’s residents by enhancing the effectiveness of mental health services; and

WHEREAS, the respective Boards of Commissioners have verified the required number of public hearings on the issue of creation of an Authority, with notice of the hearings pursuant to the Open Meetings Act, being MCL Sec. 15.275 et seq.

NOW, THEREFORE, BE IT RESOLVED THAT:

A. Creation: There is hereby created the Pathways Authority (hereinafter "Authority") pursuant to the Mental Health Code, Section 205, MCL Sec. 330.1205 to carry out the requirements under the Mental Health Code, upon the effective date of this resolution as defined in this resolution. The existing and merging County Community Mental Health Services Programs (hereinafter "Community Mental Health Programs") are dissolved upon the effective date of the creation of the Authority.
B. Pathways Authority Board: The initial Pathways Authority Board will consist of 26 members, with the participating counties county appointing initial members as follows: Alger County 1, Delta County 9, Luce 7, Marquette 9.

C. Board Composition: The membership of the Board shall be constituted in accordance with Public Act 258, Chapter 2 Section 212, 1974. Each Board of Commissioners shall, by a majority vote, appoint the board members from its county. The 1989-99 Board shall consist of twenty-six (26) members, one (1) from Alger County, nine (9) from Delta County, seven (7) members from Luce County and nine (9) from Marquette County. The 1999-2002 Board shall consist of nine (9) members, one (1) from Alger County, seven (7) from Delta County, three (3) members from Luce County and eight (8) from Marquette County. The 2000-2002 Board shall consist of fifteen (15) members, one (1) from Alger County, six (6) members from Delta County, one (1) member from Luce County and seven (7) members from Marquette County. The 2001-02 board shall consist of twelve (12) members, one (1) from Alger County, four (4) from Delta County, one (1) from Luce County and six (6) from Marquette County and shall be selected from the categories of individuals named in P.A. 258, Chapter 2 Section 222, 1974. If a member who holds no elective or appointive position is elected or appointed to such a position during his term of appointment to the Board, s/he shall be required to resign from the Board and the County Board of Commissioners of the County s/he represents shall fill the vacancy under provisions of P.A. 258, 1974, Section 214, 224.

Consumer appointments will be made to the extent that the participating counties are required by the Mental Health Code to appoint consumers of mental health services and family members of consumers of mental health services to the Authority Board.

County Commissioner appointments will be made to the extent that the participating counties are limited by the Mental Health Code in the number of county commissioners that may be appointed to serve on the Authority Board.

D. Board Per Diem: Pathways Authority Board members shall be paid per diem no larger than the highest per diem for members of other county advisory boards set by the county board of commissioners and be reimbursed for necessary travel expenses for each meeting attended. The mileage expense fixed by the county board of commissioners shall not exceed the mileage reimbursement as determined by the state officers compensation commission. Pathways Authority Board members shall not receive more than one (1) per diem payment per day regardless of the number of meetings scheduled by the Board for that day.

E. Purpose and Power: The purpose and the power to be exercised by the Authority shall be to comply with and carry out the provisions of the Mental Health Code.

F. Duration and Termination: The duration of the Authority shall be perpetual unless dissolved as hereinafter provided.

(1) Termination of any County's participation in the Authority may be accomplished by a resolution passed by a majority of that County's Board of Commissioners. The date of that County's termination shall be set by its County Board of Commissioners' terminating resolution, but shall be no sooner than one (1) year after written notice thereof is given to all of the participating municipalities and the Department except as provided in subparagraph 2 of this section. However, if the terminating resolution would result in the termination of any County's participation in community mental health programs, then the date of termination shall be no sooner than one (1) year following receipt of notification by the State Department of Community Health unless the director of the Department consents to an earlier termination date. During the interim between notification and official termination, the Behavioral Health Authority program shall be maintained in good faith subject to the requirements of the Act.

(2) The Authority shall be dissolved upon a majority vote of the Board of Commissioners of two or more counties. For the purposes of this requirement, a decision by a County to terminate its participation in the Authority shall constitute an affirmative vote to dissolve the Authority. The date of the dissolution of the Authority shall be set by the County Board of Commissioners' resolutions, but in no event shall it be sooner than one year after written notice thereof is given to all of the participating municipalities and the Department. During the interim between notification and official dissolution, the Pathways Authority program shall be maintained by the Counties in good faith subject to the requirements of the Act.

G. Return of Net Financial Assets:

(1) Termination: In the event of the termination of any County's participating in the Pathways Authority all net financial assets originally made available to the Authority by that County shall be returned to that County.

(2) Dissolution: In the event of the dissolution of the Mental Health Authority, all financial assets originally made available to the Authority by the withdrawing County not otherwise used to satisfy the obligations of the Authority shall be returned to that County. The assets originally made available to the Authority by the participating counties shall only be used to satisfy the obligations of the Authority, upon its dissolution, after all other obligations of the Authority have been expended. If the obligations of the Authority, upon its dissolution, are not satisfied by the Authority's assets not originally made available to the Authority by the participating counties, then the remaining obligations of Authority shall be satisfied, to the extent possible, on equal basis between the assets originally made available by each participating county.
BOARD OF COMMISSIONERS  COUNTY OF MARQUETTE  NOVEMBER 18, 1997

(3) Assets: Upon the dissolution of the Authority, all assets of the Authority not returned to the withdrawing County or to the other participating counties shall be transferred to the Community Mental Health Services programs replacing the Authority in each participating county, in proportion to the percentage of funding provided by each county to the Authority. However, all real estate for which there remains outstanding indebtedness to the Marquette County Building Authority shall be returned to the Building Authority.

H. Marquette County Bonded Property: The Authority shall pay to Marquette County annual rent for the lease of space in the Geraldine DeFant Building according to the terms outlined in the February 1, 1991 Lease Agreement between Marquette County and Alger-Marquette Community Mental Health. The interest of the Superior Behavioral Health Authority in that lease shall be assigned to the Authority. The Authority shall assume the obligations of the lease and shall remain as a tenant in the DeFant Building until January 31, 2011 or prior thereto if the Authority is dissolved as provided hereunder. By mutual written agreement, a sale/purchase of the Building may occur prior to January 31, 2011.

For the duration of the bonding commitment for properties listed in Appendix A, the Authority shall assume all obligations of Superior Behavioral Health under all bonded real property currently occupied by the Authority. Upon the retirement of the indebtedness for the bonded property listed in Appendix A, title to the formerly bonded property shall be transferred to the Authority as planned. (See attached list of bonded property, marked as Appendix A.)

Delta County Bonded Property: The Authority shall pay to Delta County annual rent for the lease of space in the Delta County Services Center according to the terms outlined in the Lease Agreement between Delta County and Delta County Community Mental Health. The interest of the Delta County Community Mental Health Program in that lease shall be assigned to the Authority. The Authority shall assume the obligations of the lease and shall remain as a tenant in the Delta County Services Center until August 1, 2013 or prior thereto if the Authority is dissolved as provided hereunder.

J. Special Reimbursement Fund: The Counties hereby authorize the Authority to create a special fund account to receive reimbursements collected by the Authority from financially liable persons or insurers. This fund shall then be used as indicated by MCLA 330.1126(a) for matching state funds or the provision of mental health services consistent with state guidelines.

K. Additional Duties: The Alger County Board of Commissioners, the Luce County Board of Commissioners, the Delta County Board of Commissioners and the Marquette County Board of Commissioners shall be kept informed of the Authority’s actions and policies through an annual needs assessment, annual plan, annual independent audit performed by a certified public accountant in accordance with governmental auditing standards issued by the comptroller of the United States, and request for new funds in accordance with sections 205, and 226 of the Mental Health Code, and perform other obligations as set forth in the Code.

L. County Property: The Authority shall be responsible for all real estate, liabilities and expenses associated with the real or personal property purchased or leased by a participating county for use by the Authority.

M. Employees of the Authority: Upon the creation of the Authority, the employees of the former community mental health services program shall be transferred to the Authority and appointed as employees subject to all rights and benefits for one (1) year. Such employees of the Authority shall not be placed in a worse position by reason of the transfer for a period of one (1) year with respect to workers' compensation, pension, seniority, wages, sick leave, vacation, health or welfare insurance, or any other benefit that the employee enjoyed as an employee of the former community mental health services program. Employees who are transferred shall not by reason of the transfer have their accrued pension benefits or credits diminished.

An employee of the Authority is not a County employee. The Authority is the employer with regard to all laws pertaining to employee and employer rights, benefits and responsibilities.

N. Continuation of Collective Bargaining Agreement: Upon the creation of the Authority, the collective bargaining agreement currently covering the employees of the former community mental health services program of Delta County shall be assumed by the newly created Authority, and the Authority shall be bound by the provisions of this collective bargaining agreement, as required by state law, for former Delta Community Mental Health employees.

O. Transfer of Assets: Upon the effective date of the creation of the Authority, all assets, debts and obligations of the existing Delta County CMHS and the Superior Behavioral Health Authority including, but not limited to equipment, furnishings, supplies, cash, and other personal property, shall be transferred to the Authority. The Authority shall indemnify and hold harmless Alger, Delta, Luce, and Marquette Counties from any and all liability in regard thereto.

All contracts for the provision of mental health services will be transferred to the Authority. The Authority, where necessary, shall obtain a novation of contracts.

O. Privileges and Immunities from Liability: All privileges and immunities from liability and exemptions from laws, ordinances, and rules that are applicable to county community mental health agencies or community mental health organizations and their Board members, officers, and administrators, and county elected officials and employees of county government are retained by the Authority and the board members, officers, agents, and employees of an Authority created under Section 205.
P. **Powers of the Pathways Authority:** In addition to other powers of a Community Mental Health Services program as set forth in the Act, the Authority has all of the following powers:

1. To fix and collect charges, rates, fees or other charges and to collect interest.
2. To make purchases and contracts.
3. To transfer, divide, or distribute assets, liabilities or contingent liabilities.
4. To accept gifts, grants, or bequests that determine the manner in which those gifts, grants or bequests may be used consistent with the donor’s request.
5. To acquire, own, operate, maintain, lease or sell real or personal property, including the power to determine the location of property purchased, leased, and/or operated. Before taking official action to sell residential property leased, the Authority shall implement a plan for alternative housing arrangements, subject to the requirements of MCL Sec. 330.1205(4)(a)(ii)and(iii).
6. Enter into contracts and agreements in the Authority’s name.
7. Employ staff in the Authority’s name.
8. Acquire, construct, manage, maintain, or operate buildings or improvements in the Authority’s name.
9. Acquire, own, operate, maintain, lease or dispose of real or personal property in the Authority’s name.
10. Incur debts, liabilities, or obligations in the Authority’s name that do not constitute the debts, liabilities, or obligations of the four counties creating the Authority.
11. Commence litigation and defend itself in litigation.
12. To receive and expend funds for the purposes of the Authority.
13. To invest funds in accordance with statutes regarding investments.
14. To set up reserve accounts utilizing state funds in the same proportion that state funds relate to all revenue sources; to cover vested employee benefits, including but not limited to accrued vacation, health benefits, the employee payout portion of accrued sick leave, if any, and Worker’s Compensation. In addition, the Authority may set up reserve accounts for depreciation of capital assets and for expected future expenditures for an organizational retirement plan.
15. To develop a charge schedule for services provided to the public and utilize the charge schedule for first and third-party payers. The charge schedule may include charges that are higher than cost for some service units by spreading non-revenue service costs and revenue-producing service unit costs, with total charges not exceeding total cost. All revenue over cost generated in this manner shall be utilized to provide services to priority populations.
16. To determine the method and extent to which Pathways Authority secures and maintains insurances, including but not limited to self-insurance and re-insurance.

Q. **Duties and Responsibilities of Pathways Authority:** In addition to other duties and responsibilities of the Authority as set forth in the Act, the Authority shall do all of the following:

1. Provide the counties that are members of the Authority and to the Department a copy of the annual independent audit performed by a Certified Public Accountant in accordance with Governmental Auditing Standards issued by the Comptroller of the United States within thirty days of receipt of the Audit, but no later than April 2 of the year following the year covered by the Audit.
2. Be responsible for all executive, administrative, personnel administration, finance, accounting and management information system functions. The Authority may discharge the responsibility through direct staff or by contracting for services.
3. In accordance with the Mental Health Code, establish and maintain an Office of Recipient Rights which is subordinate only to the Chief Executive Officer; appoint a Recipient Rights Committee; and establish written policies and procedures concerning recipient rights and the operation of an Office of Recipient Rights.
R. Applicability of Open Meetings Act and Freedom of Information Act: To the extent required by law, the Pathways Authority, as a public governmental body, shall be subject to the Open Meetings Act, Public Act 267 of 1976, being MCL Sec. 15.261 et seq., and the Freedom of Information Act, Public Act 441 of 1976, MCL Sec. 15.231 et seq., except for those documents produced as part of the Peer Review Process required in Section 143A and made confidential by Section 748(9).

S. Conflict: If any provision of this Resolution conflicts with the Act, the Act shall supersede.

T. Additional Powers: All powers, duties, obligations, rights and protections not mentioned herein but otherwise provided by the Act are included herein by reference.

U. Liability: Participant Counties are not liable for any intentional, negligent, or grossly negligent act or omission, for any financial affair, or for any obligation of the Authority, its Board, employees, representatives or agents.

RE IT FURTHER RESOLVED, that the creation of the Authority is not effective until (a) resolutions creating this Authority are passed by the Board of Commissioners of Alger, Delta, Luce and Marquette Counties; (b) the resolutions are filed with the Secretary of State and each participating County Clerk; and (c) until receipt of Certification from the Department, pursuant to MCL Sec. 330.1232(a).

AMC/MARQUETTE COUNTY BOND PROPOSAL
(7/6/92)

Property A
A four bedroom, 2,800 square feet, handicap accessible, ranch style group home to house 4-6 mentally retarded adults. The home will be located in a residential, single family neighborhood in West Ishpeming. Total cost of home, including land, development and construction is $225,000.

Property B
A four bedroom, 2,800 square feet, handicap accessible, ranch style group home to house 4-6 mentally retarded adults. The home will be located in a residential, single family neighborhood in West Ishpeming. Total cost of home, including land, development and construction is $225,000.

Property C
A four bedroom, 2,800 square feet, handicap accessible, ranch style group home to house 4-6 mentally retarded adults. The home will be located in a residential, single family neighborhood in Marquette Township. Total cost of home, including land, development and construction is $215,000.

Property D
A four bedroom, 2,800 square feet, handicap accessible, ranch style group home to house 4-6 mentally retarded adults. The home will be located in a residential, single family neighborhood in West Ishpeming. Total cost of home, including land, development and construction is $215,000.

Property E
Construction of an 8,000 square feet commercial building to be used as an activity center for mental health clients. This building will be constructed adjacent to the current Marquette Work Center, on land owned by the community mental health board. Development and construction cost will be $375,000.

Property F
A four year old, 10,560 square feet commercial building located in Munising, Michigan to be used as an activity center for all (three) Alger County CMH day programs. Purchase price, building and land, $225,000.

Property G
Purchase of an existing building in the downtown Marquette area currently housing an MI adult day treatment program. Purchase price, $146,000.

Total Cost of All Projects: $1,626,000

Adopted this 18th day of November, 1997
Gerald O. Corkin, Chairperson
Marquette County Board of Commissioners
INFORMATIONAL ITEMS

It was moved by Comm. Tuominen, seconded by Comm. Arsenault, and unanimously carried by voice vote that Informational Items 9a through 9e be accepted and placed on file as follows:

9a. Appreciation letter from the Ishpeming City Council for County Support of SUNTRAC.
9b. Appreciation letter from Paul Argall, PCBM, for County Support of SUNTRAC.
9c. Michigan Dept. of Corrections Final Inspection Report, for the Marquette County Jail.
9d. Appreciation letter from the family of Mozell Varney, Resident of the Marquette County Medical Care Facility until her death on 10-18-97, for the wonderful care she received.
9e. Notice from John D. Ferry, SCAO, of 4th quarter disbursement to Marquette County.

ACTION ITEMS

It was moved from Comm. Arsenault, seconded by Comm. Roberts, and unanimously carried by voice vote that Action Items 10b, 10c, 10f, 10g, 10h, and 10i be approved as follows:

10b) A Committee of the Whole Recommendation directing staff to continue to develop the concept of broadening services at the Marquette County Dental Clinic.

10c) A Committee of the Whole Recommendation to contact our State Legislators regarding the $2.9 million Cost-Sharing Shortfall to Local Health Departments.

10f) A Committee of the Whole Recommendation to approve the contract with JJ Protective Services in an amount not to exceed $150,319.00 for Resource Protection at K.I.Sawyer.

10g) A Committee of the Whole Recommendation to approve the contract with American National Management Association for fire protection services at K.I.Sawyer.

10h) A Committee of the Whole Recommendation to adopt the following Resolution of Support for the Marquette County Road Commission submittal for Category A, Michigan TDEF Funding.

MARQUETTE COUNTY BOARD OF COMMISSIONERS
RESOLUTION OF SUPPORT

WHEREAS, the closure of K.I. Sawyer Air Force Base as an active military facility occurred in September of 1995, and

WHEREAS, the Marquette County Road Commission operates and maintains County Roads 460 and 462 to the former base, and

WHEREAS, the Base Reuse Plan calls for the conversion of the former military base to civilian use as an industrial park, and

WHEREAS, the cost of the base conversion project includes $2,971,000 of transportation related improvements for the County Roads 460 and 462 connection, County Road 462 Bridge Deck replacement and various street and street intersection improvements on the former military base, and

WHEREAS, the proposed base conversion transportation improvements are all essential elements of the Base Reuse Plan, and

WHEREAS, the Marquette County Road Commission is eligible for Category A Economic Development and Redevelopment funding under the Michigan Transportation Economic Development Fund Program, and

WHEREAS, the Marquette County Road Commission receives Act 51 funds to operate and maintain county roads under its jurisdiction, and

WHEREAS, the County of Marquette has applied for funding from the U.S. Department of Commerce Economic Development Administration for the base conversion project. Now, therefore, be it
RESOLVED, that the Marquette County board of Commissioners supports the submittal for Category A, Michigan TDEF application materials for the related transportation and supports the use of Act 51 funds to defray the cost of constructing, operating and maintaining roads under county jurisdiction within the project limits and supports the use of available state and federal grants to help fund the required 20% match. And, be it further

RESOLVED, that questions of speed limits, safety, coordination with the railway system, and other operational considerations be discussed and resolved by the County of Marquette K.I. Saver Economic Development Department, the Road Commission, MDOT, and CUPPAD.

Proclaimed this 18th day of November, 1997, at Marquette, Michigan.

Gerald O. Corkin, Chairperson
Marquette County Board of Commissioners

10i) A Committee of the Whole Recommendation to approve the Community Corrections Advisory Board Contract with Great Lakes Recovery for Substance Abuse Treatment Services in an amount not to exceed $55,480.

AGREEMENT FOR PURCHASE OF COMMUNITY CORRECTIONS SERVICES

This agreement made and entered into by and between the COUNTY OF MARQUETTE; whose address is 234 West Baraga Avenue, Marquette, Michigan 49855, hereinafter referred to as "the COUNTY" and Great Lakes Recovery Centers; whose address is 104 Coles Drive, Marquette, Michigan 49855, hereinafter referred to as "the CONTRACTOR".

WHEREAS, the COUNTY, has established a Community Corrections Advisory Board pursuant to Section 7 of Act 511 of the Public Acts of 1988; and

WHEREAS, the COUNTY, through its Community Corrections Advisory Board has contracted with the State of Michigan, Office of Community Corrections for the delivery of Community Corrections services; and

WHEREAS, the COUNTY, has agreed in principal with the COUNTY Community Corrections office for advise and counsel on the implementation of its Community Corrections Plan; and

WHEREAS, the CONTRACTOR, described above is desirous of providing certain Community Corrections Services which will assist in the COUNTY in implementing its Community Corrections Plan.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties agree as follows:

1. TERM

The term of this Agreement shall be from October 1, 1997, through September 30, 1998, the date of signature by the parties notwithstanding.

2. CONSIDERATION

A. The COUNTY shall pay to CONTRACTOR in exchange for services by the CONTRACTOR as described herein up to Thirty Eight ($38.00) dollars per day to supplement a Probation Residential Services Contract (Rider C-1, attached) and/or other local resources for each bed. Provided, however, in no event shall the total payments made to CONTRACTOR by the COUNTY under this agreement exceed Fifty-Five Thousand, Four Hundred Eighty ($55,480) during its term.

B. For its part, the CONTRACTOR shall provide the following services to the COUNTY;

1. Suitable housing and counseling services (as outlined in Rider C-1) for a felony offender who may be referred to it and who is eligible for its services up to a maximum of ninety (90) days. In providing this service, the CONTRACTOR, agrees to provide space for an average daily population of four (4) offenders as available under the Probation Residential Services Contract or via other local resources during the term of this Agreement.

2. Such reports containing such data as may be reasonably requested of it on a monthly basis, or sooner, as may be requested by the COUNTY, or its designee. At minimum, such reports will discuss progress, attendance, attitude, and evaluation of the performance of both the program participants, and CONTRACTOR. These reports shall be forwarded to both the Probation Agent and the Community Corrections Coordinator.
3. **TERMINATION OF AGREEMENT**

The COUNTY and CONTRACTOR understand that the term of this Agreement is subject to availability of funding from the State of Michigan. In this regard, the CONTRACTOR agrees to look only to the funds provided from the State of Michigan for renumeration of its services, and should said funds be terminated for any reason CONTRACTOR agrees to hold the COUNTY harmless from any liability for continued performance under this Agreement.

In other respects, this Agreement shall be terminable by either party, with or without cause, upon thirty (30) days written notice to the other at the addresses first provided hereina.

4. **PERSONNEL**

The CONTRACTOR warrants and represents that all personnel employed to provide services hereunder are completely trained and fully qualified to provide such services.

5. **ASSIGNMENT**

Neither party to this contract shall assign the contract or any interest arising herein without the written consent of the other.

6. **AGREEMENT**

It is understood and agreed that the entire agreement of the parties is contained herein and the Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

7. **COMPLIANCE WITH LAWS AND REGULATIONS**

In providing all services pursuant to the contract, CONTRACTOR, shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of such service, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations, shall constitute a material breach of this contract and shall entitle the COUNTY to terminate this contract immediately upon delivery of written notice of termination of the CONTRACTOR.

8. **INSURANCE AND INDEMNIFICATION**

*See Attachment A.

IN WITNESS WHEREOF, the parties have heretounto set their hands as of the dates written below.

Adopted this 18th day of November, 1997
Gerald O. Corkin, Chairperson
Marquette County Board of Commissioners

* A complete copy of above resolution with Attachment A is available in the Marquette County Clerk's Office

**ACTION ITEMS CONT'D.**

10a) The County Board considered a Committee of the Whole Recommendation to contract with the Soil & Water Conservation District for Administration of the County Soil Erosion Program. Comm. Rapport reflected that it was not a unanimous vote at the Committee of the Whole meeting, she voted no because she has several concerns: - No matter who runs the Soil Conservation Sedimentation Control Program will there be a conflict of interest policy in place that will be adhered to; - If there is noncompliance what procedures would be put in place and how this would be dealt with; - Assurance that this program at least will be followed as is required by statute; - If an applicant feels he has been treated unfairly what the appeal process will be, or what recourse the applicant has. Perhaps having an independent board who will sit in on the appeal process.
Chairperson Corkin suggested Comm. Rapport submit her concerns to Administrator Powers for written response. He explained that the Board tonight will only give approval for the Administrator to negotiate a contract. There is still time to consider the issue.

Comm. Seppanen stated that whoever administers the program the standards be maintained at the level they are now. He questioned the slight increase in cost of County funding ($5,000.00 in legal fees in escrow).

Steve Powers, County Administrator, explained that in addition to the maintenance of effort that is provided by the general fund to the Health Department fund there is $15,000.00 in addition for payment for legal services. Dr. Johnson estimates that approximately $5,000.00 will be used for soil erosion.

It was moved by Comm. Bergdahl, seconded by Comm. Arsenault, and unanimously carried by voice vote that the County Board give its approval for Steve Powers, County Administrator, to negotiate a contract with the Soil and Water Conservation District for the administration of the County Soil Erosion Control Program.

10d) The County Board considered a Committee of the Whole Recommendation to approve the Mitigation Plan proposed by James Sodergren, County Treasurer, for the Tilden Mining Permit to stackpile rock strippings in Tilden Township. Comm. Tuominen has doubt that that part of the plan dealing with schools justifies improvement in water quality. Mr. Sodergren explained that there has already been an arrangement made with the Negaunee Schools under the offices of C.C.I. He stressed that we can all support working toward clean water. He hopes the DEQ would spend much more time on controlling industrial waste which are flowing into our rivers, and less time making us build swamps. Mr. Sodergren further explained that this is a consideration that they must make in Lansing, hopefully they will re-examine all of the considerations listed in the plan, but in the case they don’t, Marquette County has made the genuine effort. He has not received one unfavorable statement regarding his plan from the public.

It was moved by Comm. Seppanen, seconded by Comm. Joseph, and unanimously carried by voice vote that the County Board approve the Mitigation Plan proposed by James Sodergren, County Treasurer, and direct the Planning Commission to add the Sands Township request to the list of future mitigation projects.

10e) The County Board considered a Committee of the Whole Recommendation to approve a contract with JBF Associates for providing technical assistance for Reuse of the Marquette County Airport. Comm. Cihak stated that as of 9-27-97 there is a new policy from the Michigan Bureau of Aeronautics that will increase the funding potential to private airports. Comm. Cihak requested that this policy be forwarded to the Negaunee Township Airport Reuse Committee and all the affected governmental entities in that area.

It was moved by Comm. Roberts, seconded by Comm. Arsenault and carried on a roll call vote 8 ayes to 2 nays (Comm. Cihak and Comm. Seppanen), that the County Board approve the contract amendment with JBF Associates in an amount not to exceed $16,500 for the purpose of providing technical assistance for the reuse of the current Marquette County Airport.

10j) The County Board considered a Committee of the Whole Recommendation to adopt a resolution and concur with the 1997 Annual OED Report prepared by CUPPAD. Comm. Tuominen stated for the record that the marketing project the County has requested is not included in the OED Report, and there are inconsistencies in projects between the OEDP and the County’s EDA proposal.

Commissioners had several concerns regarding this report. A lengthy discussion followed as to how the plan does or does not coordinate with our EDA grant proposal and what the potential impacts of that are.

Steve Powers, County Administrator, will meet with Dave Gillis, Director of CUPPAD, informing him that the proposal has been submitted, but there are some inconsistencies.

It was moved by Comm. Arsenault, seconded by Comm. Roberts, and unanimously carried by voice vote that the OED Report prepared by CUPPAD be referred back to the Committee of the Whole for further discussion and invite Dave Gillis to attend.
BOARD OF COMMISSIONERS COUNTY OF MARQUETTE NOVEMBER 18, 1997

LATE ADDITIONS

11a) The County Board considered a memo from Harley Andrews, Civil Counsel, regarding temporary appointment to the Airport Board. Mr. Andrews was present and suggested that if the Board wishes a temporary appointment, language be added to the resolution of September 21, 1993 authorizing the appointment of alternate members of the board or the appointment of temporary replacement members. Once this language is adopted the Board can make the appointment.

It was moved by Comm. Rapport, seconded by Comm. Arsenault and unanimously carried by voice vote that the County Board direct Civil Counsel to prepare for the next Committee of the Whole meeting language which would amend the resolution of September 21, 1993 authorizing the County Board to appoint temporary replacements.

Chairperson Corkin opened the meeting for public comment. None was forthcoming.

COMMISSIONERS COMMENTS, STAFF COMMENTS AND ANNOUNCEMENTS

Steve Powers, County Administrator, gave an update on EDA II. He explained that the EDA process is a two step process. At this point a proposal for federal assistance was provided to EDA. The EDA has been reviewing this proposal since June. The County has received a response from our Economic Development Representative, John Peck, with two areas of concern. One being our progress with the first grant, and two, the strategy for implementing the projects. The County has made some significant strides with the first grant and our indications now are that it is satisfactory to the EDA. The proposal that was submitted to draft strategy basically failed to connect Marquette County’s own reuse plans for the base with what we were requesting in the grant proposal. Work to correct that has started, there is a meeting tomorrow to review a final draft that will be submitted to the EDA. Mr. Powers will have copies for Commissioners at the next Committee of the Whole meeting.

Comm. Cihak explained that the budget was based on the airport moving by the end of Oct. 1998. A delay until March 1999 could cost us $72,500 a delay until August 1999 could cost us $145,000. In view of this he has some questions he’d like on the agenda for the Committee of the Whole and use the November 8, 1997 memo to the Board from Administrator Powers regarding EDA II status. He feels it is important that the public, County employees and the Board be informed.

Administrator Powers also updated Commissioners on the Instrument Landing System. The Board two weeks ago did approve the award of the bid for the ILS contingent upon EDA approval. The suggestion of County staff was to fund the difference using some of the fuel farm money, the EDA has made it very clear that they do not want to see projects that are included in the grant dropped. The fuel farm is somewhat complicated and the Board will need to consider this in more detail at a future meeting when staff work is done.

There being no further business the meeting was adjourned at 8:25 p.m.

Respectfully submitted,

Connie M. Branam
Deputy County Clerk

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MARQUETTE COUNTY BOARD OF COMMISSIONERS
Regular Meeting, Tuesday, November 18, 1997 at 7:00 p.m.
Room 231, Henry A. Skewis Annex
Marquette, Michigan 49855

1. ROLL CALL.
2. SALUTE TO THE FLAG AND PLEDGE OF ALLEGIANCE.
4. PROCLAMATIONS, PRESENTATIONS AND AWARDS.
5. PUBLIC COMMENT. (time limit 20 minutes total)
6. APPROVAL OF THE AGENDA.
7. PUBLIC HEARINGS.
8. PRIVILEGED COMMENT:
9. INFORMATIONAL ITEMS:
   a. Appreciation Letter from the Ishpeming City Council for County Support of SUNTRAC.
   b. Appreciation Letter from Paul Argall, PCBM, for County Support of the SUNTRAC.
   c. Michigan Dept. of Corrections Final Inspection Report, for the Marquette County Jail.
   d. Appreciation Letter from Family of Mozell Varney, Resident of the Marquette County Medical Care Facility Until Her Death on 10-18-97, for the Wonderful Care She Received.
   e. Notice from John D. Ferry, SCAO, of 4th Quarter Disbursement to Marquette County.
10. ACTION ITEMS:
    a. Committee of the Whole Recommendation to Contract with the Soil & Water Conservation District for Administration of the County Soil Erosion Program.
    b. Committee of the Whole Recommendation Directing Staff to Continue to Develop the Concept of Broadening Services at the Marquette County Dental Clinic.
    c. Committee of the Whole Recommendation to Contact our State Legislators regarding a Cost-Sharing Shortfall to Local Health Departments.
    d. Committee of the Whole Recommendation to Approve of a Mitigation Plan Proposed by County Treasurer James Sodergren for the Tilden Mining Permit to Stockpile Rock Strippings in Tilden Lake.
    e. Committee of the Whole Recommendation to Approve a Contract with JBF Associates for Providing Technical Assistance for Reuse of the Marquette County Airport.
    f. Committee of the Whole Recommendation to Approve a Contract with JJ Protective Services for Resource Protection at KI Sawyer.
    g. Committee of the Whole Recommendation to Approve a Contract with American National Management Association for Fire Protection Services at KI Sawyer.
    h. Committee of the Whole Recommendation to Adopt a Resolution Supporting the County Road Commissions' Submittal for Category A, Michigan TDEF Funding, for Maintaining Roads at KI Sawyer.
    i. Committee of the Whole Recommendation to Approve the Community Corrections Advisory Board Contract with Great Lakes Recovery for Substance Abuse Treatment Services.
    j. Committee of the Whole Recommendation to Adopt a Resolution and Concur with the 1997 Annual OED Report Prepared by CUPPAD.
11. LATE ADDITIONS:
    a. Memo from Civil Counsel regarding Temporary Appointment to Airport Board.
    b.
12. PUBLIC COMMENT. (time limit 20 minutes total)
13. COMMISSIONERS COMMENTS, STAFF COMMENTS AND ANNOUNCEMENTS.
    a. Update on EDA II from Steve Powers, County Administrator.
14. ADJOURNMENT.
The Marquette County Board of Commissioners met in Regular Session on Tuesday, November 18, 1997 at 7:00 p.m. in Room 231 of the Henry A. Skewis Annex, Marquette, Michigan.


A Salute to the Flag was given followed by the Pledge of Allegiance.

It was moved by Comm. Arsenault, seconded by Comm. Tuominen and unanimously carried by voice vote that the minutes of the November 4, 1997 Regular Board Meeting be approved with the following correction: Under Commissioner Comments, Staff Comments, and Announcements on page 7, the sentence in the first paragraph "It appears that a minimum of $300,000 will be saved . . . ." should be corrected to read "It appears that a minimum of $800,000 will be saved by the entire organization by the 3rd year."

Chairperson Corkin read the following Resolution declaring November 16-22, 1997 as Homeless Awareness Week in Marquette County:

**MARQUETTE COUNTY BOARD OF COMMISSIONERS**
**RESOLUTION**
**NOVEMBER 16-22, 1997**

**HOMELESS AWARENESS WEEK**

WHEREAS, every day there are men, women and children in Michigan who do not have a place they can call home; and

WHEREAS, the Michigan Coalition Against Homelessness and the Michigan Interagency Committee on Homelessness are committed to sheltering the homeless; and

WHEREAS, every year, public and private agencies observe HOMELESS AWARENESS WEEK to increase awareness and focus attention on the needs of homeless individuals and families; and

WHEREAS, the theme of HOMELESS AWARENESS WEEK this year is "There's No Place Like A Home;"

NOW, THEREFORE, the Marquette County Board of Commissioners does hereby declare November 16-22, 1997, as HOMELESS AWARENESS WEEK in Marquette County and hereby urges all citizens to recognize and support the efforts of homeless shelters.

Adopted this 18th day of November, 1997
Gerald O. Corkin, Chairperson
Marquette County Board of Commissioners

Chairperson Corkin opened the meeting for public comment. James Sodergren, County Treasurer, spoke to address misleading information in the Mining Journal regarding his proposed mitigation plan. It appears that the DEQ and Ginny Pennala have declared that it’s a done deal as far as mitigation goes. The permit however, suggests that December 29th is the day for final approval. He reminded Commissioners that replacing the swamps in Dickinson County and the one in Republic Township is really a matter for reclamation, not mitigation. There has been some discussion regarding water quality, and Mr. Sodergren feels the seven suggestions that he has made are water quality related. Where better to start to teach water quality than in the schools. Mr. Sodergren believes that all of the items he has suggested are within the parameters of the legislation. He feels setting aside $550,000 in an escrow account is a mere pittance for a trade off for filling a lake that has a cash value of $1.6 million. He hopes that the County Board will concur with the Committee of the Whole recommendation and send the information to the proper people.

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