



AGENDA

Committee of the Whole Meeting of the County Board of Commissioners

Van Buren County

February 9, 2021

3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street
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1. CALL TO ORDER
 - A. Zoom Meeting Information
2. ADDITIONS/DELETIONS TO THE AGENDA
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES
 - A. Minutes - January 26, 2021
5. PRESENTATION
 - B. Land Bank Authority: Annual Report
6. Administrative Affairs Committee
7. Buildings and Grounds Committee
 - A. COVID Pay Consideration: Facilities Services and Information Services
Administration
8. Finance Committee
 - A. VHF Radio Upgrade Project - Water Tower Engineering
Sheriff 911
 - B. Annual PC Refresh Purchase
Information Technology
 - C. Land Bank Authority Fund Establishment/Budget Adjustment
Treasurer
 - D. Sheriff's Office - Purchase of Vehicles
Sheriff Road Patrol
9. Labor Negotiations and Contracts Committee
 - A. MERS Defined Benefit Plan Updated Adoption Agreement
Human Resources
 - B. Rose Street Advisors and Blue Cross Blue Shield Fee for Service Agreements
Human Resources
10. Transit Committee
11. Veteran's Services Committee

12. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: February 9, 2021

RE:

ATTACHMENTS:

Description

📎 **Zoom Invite**



VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

*Richard Godfrey, Chairman
Mike Chappell, Vice-Chair*

*Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol*

NOTICE:

Due to COVID-19 On Tuesday, February 09, 2021 at 3:00 pm and 4:00 pm, the regular Committee of the Whole and Board of Commissioners meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.

When: Feb 9, 2021 03:00 PM Eastern Time (US and Canada)

Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/89123577829>

Or iPhone one-tap :

US: +19292056099,,89123577829# or +13017158592,,89123577829#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1
253 215 8782 or +1 346 248 7799

Webinar ID: 891 2357 7829

POSTED: 02/05/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

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AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: February 9, 2021

RE:

ATTACHMENTS:

Description

☐ **Minutes**



MINUTES

Committee of the Whole Meeting of the County Board of Commissioners
Van Buren County

January 26, 2021

2:50 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

PUBLIC HEARING

A. Recreation Plan Update

The Public Hearing for the proposed update to the Van Buren County Community Park, Recreation, Open Space and Greenway Plan was called to order at 2:50 p.m. by Richard Godfrey, Chairman of the Board. Marcy Hamilton, Southwest Michigan Planning Commission, reviewed the updates. The Chair called for comment three times and with no public comment the meeting was adjourned at 2:56 p.m.

1. CALL TO ORDER

B. Zoom Meeting Information

The Committee of the Whole meeting was called to order at 3:00 p.m. by Richard Godfrey, Chairman of the Board. Present in person: Doroh, Godfrey, Chappell, Hanson and Schincariol. Present remotely: Patterson-Gladney from City of South Haven, Van Buren County, MI, and Peat from Paw Paw Township, Van Buren County, MI.

2. ADDITIONS/DELETIONS TO THE AGENDA

None.

3. APPROVAL OF AGENDA

Motion to approve the agenda as presented.

Motion by Don Hanson, Second by Mike Chappell, Carried

4. APPROVAL OF MINUTES

A. Minutes - January 12, 2021

Motion to approve the January 12, 2021 Committee of the Whole minutes as presented.

Motion by Mike Chappell, Second by Gail Patterson-Gladney, Carried

5. PRESENTATION

6. Administrative Affairs Committee

A. Economic Development Corporation Reappointment

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the reappointment of Tom Stanek to the Economic Development Corporation for a six year term expiring February 13, 2027.

Roll Call Vote: All Yes

Motion by Don Hanson, Second by Randy Peat, Carried

B. Non-Attorney Magistrate Appointment

Pursuant to MCL 600.8501, the Court is seeking approval for the formality of appointing Robyn Papaioannou as a new Non-Attorney Magistrate for the 7th District Court.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the appointment of Robyn Papaioannou as a new Non-Attorney Magistrate for the 7th District Court pursuant to MCL 600.8501.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

C. Local Emergency Planning Committee (LEPC) Bylaws Update

Lt. Bob Kirk highlighted the updates to the Local Emergency Planning Committee bylaws.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the Local Emergency Planning Committee bylaws update.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Paul Schincariol, Carried

D. 911 - VHF Radio Project - Site lease agreements

911 Director Tim McGee presented the request for Tower Site Lease Agreements for the VHF Radio Project.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the Tower Site Lease Agreements with Columbia Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority for the VHF Radio Project.

Roll Call Vote: All Yes

Motion by Paul Schincariol, Second by Don Hanson, Carried

7. Buildings and Grounds Committee

8. Finance Committee

A. Village of Paw Paw Commercial Rehabilitation District

The Village of Paw Paw has established a Commercial Rehabilitation District and is requesting the County to ratify and approve.

Motion to approve by resolution at today's regular meeting of the Board of Commissioners, the establishment of the Gateway Commercial Rehabilitation District No. 1806 in the Village of Paw Paw.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Mike Chappell, Carried

B. South Haven Charter Township Commercial Rehabilitation District

South Haven Charter Township has established a Commercial Rehabilitation District and is requesting the County to ratify and approve.

Motion to approve by resolution at today's regular meeting of the Board of Commissioners, the establishment of the Commercial Rehabilitation District No. 1 in the South Haven Charter Township.

Roll Call Vote: All Yes

Motion by Gail Patterson-Gladney, Second by Kurt Doroh, Carried

9. Labor Negotiations and Contracts Committee
10. Transit Committee

A. MDOT Contract 2017-0136/P10

Tony Dacoba is requesting approval of MDOT Agreement #2017-0136/P10, CARES Act funding.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the MDOT Agreement #2017-0136/P10 in the amount of \$369,104.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Paul Schincariol, Carried

11. Veteran's Services Committee
12. ADJOURNMENT

The meeting was adjourned at 3:25 p.m.

Suzie Roehm, County Clerk

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County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Treasurer Nesbitt
DATE: February 9, 2021
RE: Land Bank Authority: Annual Report

REQUEST:

The request is to receive the Land Bank Authority Annual Report

ATTACHMENTS:

Description

- ▣ **Land Bank Authority Annual Report**



Annual Report

Van Buren County Land Bank Authority
2020 Annual Report

Members

Chair

Trisha Nesbitt

Van Buren County Treasurer

Vice Chair

Paul DeYoung

Van Buren County Register
of Deeds

Secretary

Matthew Newton

Manager, Village of Decatur

Board Member

Cynthia Compton

Realtor, Real Estate
Developer

Board Member

Zach Morris

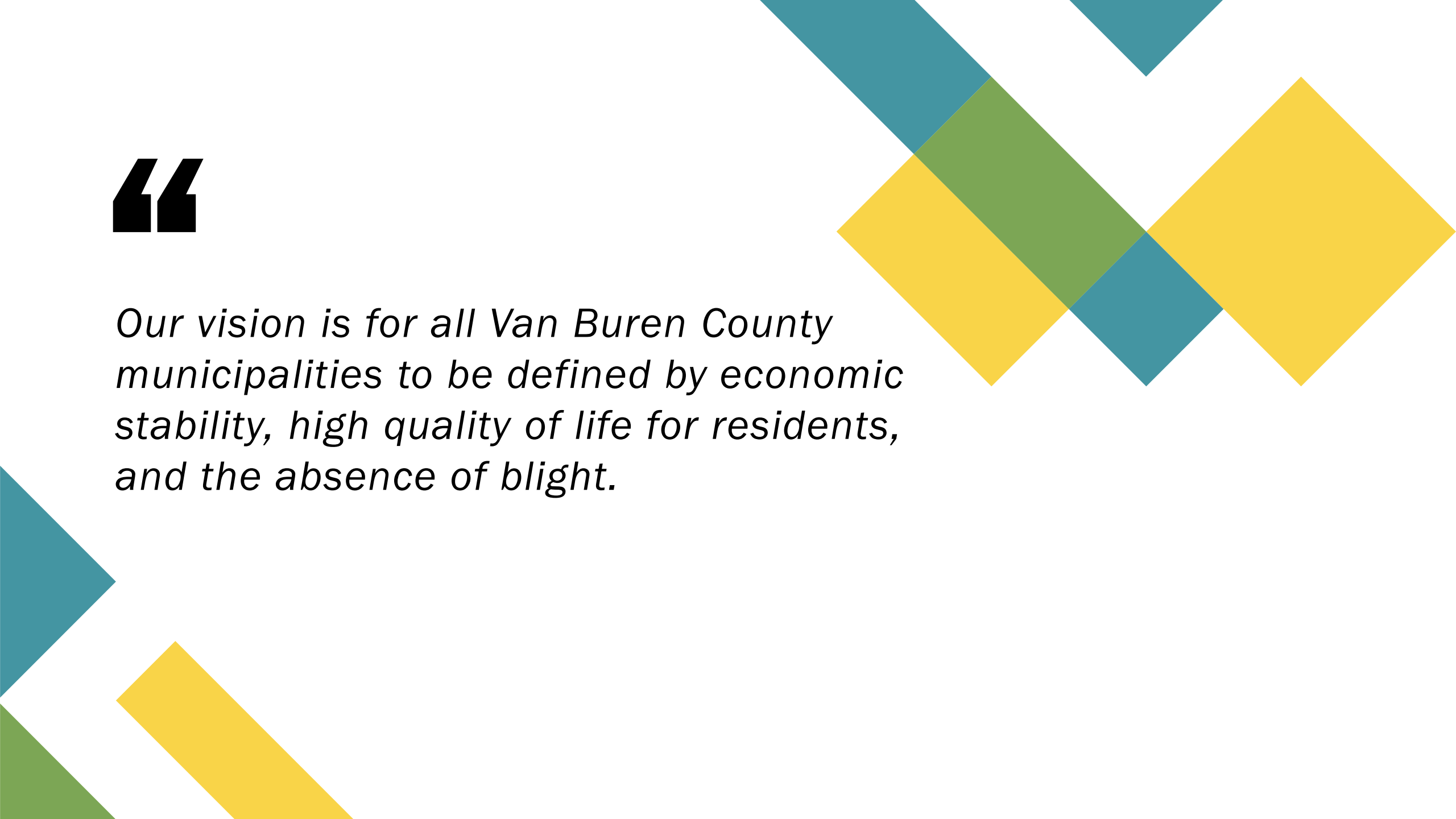
Executive Director, Market
Van Buren



Mission Statement

The mission of the Van Buren County Land Bank is to revitalize communities and foster economic development by returning tax-foreclosed properties to productive use, eliminating blight, and creating affordable housing.



The background features several large, overlapping geometric shapes, primarily diamonds and triangles, in teal, yellow, and green colors. These shapes are arranged in a way that creates a sense of movement and depth, with some shapes appearing to be layered on top of others. The overall aesthetic is modern and clean.

“

Our vision is for all Van Buren County municipalities to be defined by economic stability, high quality of life for residents, and the absence of blight.

5 West Main Street, Hartford

Project Overview

- Foreclosed in 2020 for unpaid real property taxes
- Property failed to sell at the first and second round auctions
- The City of Hartford declined to take ownership of the building
- Land Bank took ownership on December 1, 2020
- With the assistance of the Michigan State Land Bank Authority, we plan to issue a request for qualifications in early 2021

Goals

- Preserve the current structure
- Support the City of Hartford's efforts to maintain their downtown corridor
- Attract businesses and create affordable housing





Summary



Year End Inventory by Type, Municipality

1 Commercial Improved Parcel, City of Hartford

Productivity Through Partnership

- Local Units of Government
- Michigan State Land Bank Authority
- Van Buren County

Looking Ahead

Sherman Hills Development, South Haven

- Attainable workforce housing
- Partnership with the Van Buren County Brownfield Redevelopment Authority

What's Next?

We look forward to sharing our message with local units of government and community partners on what the Van Buren County Land Bank Authority can do and how we can support and implement our mission and vision.



Thank you

Thanks to your support and commitment to Van Buren County residents and businesses, we look forward to continuing this important work as we head in to 2021.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: February 9, 2021
RE: COVID Pay Consideration: Facilities Services and Information Services

REQUEST:

The request is to discuss COVID hazard pay consideration for Facilities Services and Information Services employees similar to the hazard pay issued to Public Safety and Public Transit employees.

BACKGROUND:

When we first closed down due to the Governor's stay at home order, B&G and IS were deemed essential employees. A rotation of all employees from both Departments was implemented to ensure we could support the County's critical operations and facilities. This continues to this day. During the shutdown and as we prepared to open back up, the staff continued to be on the front lines, responding to the many work requests related to COVID 19. In order to do that, they had to physically go into buildings and offices, where potential exposure was present. For example, B&G made plexiglass barriers in several offices to help protect employees and the public and stepped up on cleaning protocols. IS did similar work to keep in-office and remote computers running and continuing to be exposed as they serviced public safety vehicles. As the County unfortunately began to experience positive cases, the B&G team were the first ones in, cleaning and sanitizing the affected areas. IS continued to provide in-office support to affected areas. In short, all of the B&G and IS employees did what was needed to try and curb COVID.

FINANCIAL IMPACT:

The financial cost to the General Fund would be \$18,750.

The other hazard pay to Public Safety and Public Transit was grant funded.

A survey of other Counties shows that they also provided grant funded hazard pay but not General Fund hazard pay.

RECOMMENDATION:

The recommendation is to consider this request and submit to the February 23, 2021 Board of Commissioners meeting if approved.

ATTACHMENTS:

Description

- ▣ **COVID Pay_IT-BG**

COVID PAYMENT FOR FRONT LINE STAFF

(1) INFORMATION TECHNOLOGY #101.0-228.00

<u>Employees</u>	<u>Estimated Cost</u> *
Scott Adams	\$1,250
Colin Bohl	\$1,250
Aria Gunther	\$1,250
Allison Rinker	\$1,250
Aaron Wooden	\$1,250
Pedro Rios	\$1,250
SUB-TOTAL	<u>\$7,500</u>

(2) BUILDING & GROUNDS #101.0-265.00

<u>Employees</u>	<u>Estimated Cost</u> *
Bobbie Gale	\$1,250
Ken Shipley	\$1,250
Chris Gargus	\$1,250
Rick McDougal	\$1,250
Lance Goodrode	\$1,250
Donna Pullins	\$1,250
Terri Garrison	<u>\$1,250</u>
Heather Shipley	\$1,250
Jeff Hall	\$1,250
SUB-TOTAL	\$11,250

GRAND-TOTAL **\$18,750**

*Includes \$1,000 wages, FICA, Pension, Worker's Compensation



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tim McGee
DATE: February 9, 2021
RE: VHF Radio Upgrade Project - Water Tower Engineering

REQUEST:

The request is to complete engineering and drawing for the water towers that are being utilized in Covert, Gobles, Paw Paw, and South Haven.

BACKGROUND:

This is the next step in the VHF Fire/EMS Radio Upgrade Project

FINANCIAL IMPACT:

Funds are utilized from the 911 Fund Balance with a cost of \$36,824.00

RECOMMENDATION:

The recommendation is to approve the request to complete engineering and drawing for the water towers that are being utilized in Covert, Gobles, Paw Paw, and South Haven at the February 23, 2021 Board of Commissioners meeting and authorize the Board Chair to sign the appropriate documents on their behalf.

ATTACHMENTS:

Description

- ▣ **WT Engineering**

Van Buren County Sheriff Dept

Attn: Tim McGee
205 S. Kalamazoo
Paw Paw, MI 49079

Prepared by:

Rick Hochstedler
Communications Consultant

ROE-COMM., INC.



Communications Solutions for now and beyond!

1400 Ramona Avenue, Portage, MI 49002 USA

269.327.1045

www.roecomm.com

Since 1950

January 28, 2021

Tim McGee
Van Buren County Sheriff Dept
205 S. Kalamazoo
Paw Paw, MI 49079

Dear Tim:

We wish to thank you for your interest in our company. I want to assure you careful consideration has gone into the analysis of your current communications needs. The following system reflects considerations regarding your current environment, as well as expected growth and change in your organization and the surrounding community.

In this proposal, you will find a review of our discussion of your communication needs and how the proposed solution will meet your needs. Implementation details are also outlined so that you may clearly know how **ROE-COMM., INC** will put these solutions in place for you. The appendix will detail the equipment list and the itemized pricing.

Sincerely,

A handwritten signature in black ink that reads "Rick Hochstedler". The signature is written in a cursive, flowing style.

Rick Hochstedler
Sales Manager

Enclosures

ROE COMMUNICATIONS VALUE ADDED CAPABILITIES

More to meet your needs -

Roe Communications has been the area leader providing wireless solutions since 1950. Many of our solutions include equipment from Motorola Solutions Inc, Motorola Solutions is specified more often than all other brands combined.

As a Motorola Solutions Service Shop, Roe Communication, Inc. has over 65+ years experience servicing Kalamazoo and its surrounding communities. We provide in-shop or on-site service on a contract or time and materials basis, therefore, allowing you worry-free and cost-effective maintenance of your radios.

Roe Communications, Inc. offers a complete line of communications equipment tailored to meet your specific needs and budget, with Communications Consultants to assist in the design and Field Technicians to troubleshoot any problems which may occur after installation.

MOTOROLA's National Parts Depot has twenty-four hour service, assuring your prompt delivery of replacement parts, if needed.

MOTOROLA Professional Series products carry a 5 year essential services limited warranty against defects in manufacturing.

ROE-COMM., INC is your Elite Service Partner and Multiple Award-Winning Dealer located in South-Western Michigan.

A variety of creative finance options and terms are available to meet your needs.

APPENDIX
EQUIPMENT DESCRIPTION AND PRICES

Qty.	Item Description	Unit Price	Ext. Price
	Water Tower Engineering:		
4	Initial Site Walk Thru Inspection and Documentation	\$1,883.00	\$7,532.00
4	Structural Drawing for Proposed Antennas and Preparation	\$2,662.00	\$10,648.00
4	Civil/Structural Review and Analysis	\$1,818.00	\$7,272.00
4	Mount Analysis and Design for Site (South Haven WT, Covert WT, Paw Paw WT, Gobles WT)	\$1,818.00	\$7,272.00
	* All work to be performed by Dixon Engineering		
	MPSCS Site Prep Work and Documentation:		
1	MPSCS SBA Site Documentation and Application Processing	\$200.00	\$200.00
	FCC Licensing:		
3	License 3 Remaining Sites for 4 Channel Simulcast MPSCS, Hartford, Columbia Township Tower for VHF Frequencies to Include Coordination, Processing, FCC 10 Year License and Interservice Sharing In addition to 4 Sites on WRKC327 Frequencies: 154.205, 154.875, 155.3175, 155.715 FB2	\$1,300.00	\$3,900.00
	System Investment		\$36,824.00

TERMS & CONDITIONS:

Standard Terms are C.O.D. or NET 10, NET 30 with Credit Application and Management Approval. The following proposal is good for the next 30 days (8). Proposed equipment is subject to applicable freight and sales tax. Roe Communications reserves the right to correct any clerical errors.

ACCEPTANCE:

Signature: _____ Date: _____

Title: _____

Customer agrees to purchase terms and understands that a 20% restocking fee will be applied for any returned non-stock items. Other fees and charges may apply.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Chuck Norton
DATE: February 9, 2021
RE: Annual PC Refresh Purchase

REQUEST:

The request is to approve the annual purchase of this year's batch of replacement PCs.

BACKGROUND:

Every year, the IS Department budgets for and purchases roughly 50 PCs and/or laptops as part of a rolling hardware refresh program. These PCs are distributed throughout County departments to replace the oldest machines in the network. By replacing a number of PCs every year, the County can keep its equipment up to date and secure. Additionally, the phased refresh helps avoid the cost and administrative overhead of purchasing and deploying the entire end-user computer pool in one instance.

For this purchase, quotes were solicited from eight vendors. Not all replied. Each vendor was provided the same set of specifications and was allowed to quote products from any manufacturer they felt best fit those requirements.

FINANCIAL IMPACT:

This year, the quote that most precisely meets our requirements also happens to be the most cost effective. I am seeking approval to move forward with the HP hardware proposal from SHI, Inc in the amount of \$54,798.36. This amount falls within the funds allocated to this purchase in the Technology Improvement fund and is very comparable to pricing as seen for the last several years.

Several desktops in the Prosecuting Attorney's Office were scheduled for replacement this year. Prosecuting Attorney Zuiderveen has requested that those be replaced with laptops instead. She has agreed to pay the difference in cost between the laptops and the desktops.

The final cost breakdown is:

636.0-228.00-752.005 - \$50,690.52

258.0-296.00-949.002 - \$4,107.84

RECOMMENDATION:

Due to the fluctuating nature of these prices and the limited validity period of this quote, the Finance Committee approved moving forward with a PO subject to a presentation to the full

Committee of the Whole.

ATTACHMENTS:

Description

- ▣ **Avalon Quote**
- ▣ **Direct Quote**
- ▣ **MNJ Quote**
- ▣ **SHI Quote**

Avalon Technologies, Inc.
39533 Woodward Avenue Suite 125
Bloomfield Hills, MI 48304
(800)720-3811
avalontech.net



We have prepared a quote for you

Van Buren County, MI - Client

QUOTE # JPG002715 V1

PREPARED FOR

Van Buren County, MI

PREPARED BY

Avalon Sales Team

Hardware

Description	Price	Qty	Ext. Price
Dell Latitude 5520 Dell Latitude 5520 XCTO Base 210-AYNN - 8 - Intel Core I7-1165G7 379-BEHH - 8 - Win 10 Pro 64 English, French, Spanish 619-AHKN - 8 - No Microsoft Office License Included – 30 day Trial Offer Only 658-BCSB - 8 - Assembly base for 5520/3560 338-BXRY - 8 - I7-1165G7 Trans, Intel Iris Xe Graphics, Thunderbolt 338-BXSF - 8 - non-vPro Manageability 631-ACTC - 8 - 32GB, 2x16GB, DDR4 Non-ECC 370-AFVR - 8 - M.2 256GB PCIe NVMe Class 40 Solid State Drive 400-BKVG - 8 - LCD back cover for Latitude 5520 WLAN/WWAN 320-BEDD - 8 - HD + IR Camera Bezel with Mic 325-BDZE - 8 - 15.6" FHD (1920x1080) Touch, Anti-Glare, IPS, 250nits 391-BFPN - 8 - Palmrest, No Security, Thunderbolt 4 346-BGVS - 8 - Single Pointing Backlit English US Keyboard and 10 Key Numpad 583-BHBG - 8 - Wireless QCA61X4A WLAN Driver 555-BGGP - 8 - Qualcomm(R) QCA61x4A 802.11ac Dual Band (2x2) Wireless Adapter, Bluetooth 5.0 555-BCMWW - 8 - No Mobile Broadband Card 556-BBCD - 8 - 3 Cell 42Whr ExpressCharge™ Capable Battery 451-BCSV - 8 - 65W Type-C Epeat Adapter 492-BCXP - 8 - No Anti-Virus Software 650-AAAM - 8 - OS-Windows Media Not Included 620-AALW - 8 - US Power Cord 537-BBBL - 8 - Quick Start Guide 340-CTXV - 8 - SERI Guide (ENG/FR/Multi) 340-AGIK - 8 - Custom Configuration 817-BBBB - 8 - SupportAssist 525-BBCL - 8 - Dell(TM) Digital Delivery Cirrus Client 640-BBLW - 8 - Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR - 8 - Waves Maxx Audio 658-BBRB - 8 - Dell Power Manager 658-BDVK - 8 - Dell SupportAssist OS Recovery Tool 658-BEOK - 8 - Dell Optimizer 658-BEQP - 8 - Mix Model 65W adapter + TGL CPU 340-CTZV - 8 - No Resource USB Media 430-XXYG - 8 - ENERGY STAR Qualified 387-BBPI - 8 - BTO Standard Shipment (VS) 800-BBQK - 8 - No UPC Label 389-BCGW - 8 - No Removable CD/DVD Drive 429-AATO - 8 - 5520 Laptop Bottom Door Integrated Graphics 321-BGBG - 8 - EPEAT 2018 Registered (Gold) 379-BDZB - 8 - Dell Limited Hardware Warranty Extended Year(s) 975-3461 - 8 - Dell Limited Hardware Warranty 997-8317 - 8 - ProSupport: 7x24 Technical Support, 3 Years 997-8344 - 8 - ProSupport: Next Business Day Onsite, 1 Year 997-8349 - 8 - ProSupport: Next Business Day Onsite, 2 Year Extended 997-8354 - 8 - No Accidental Damage Selected 981-4619 - 8 -	\$1,740.99	8	\$13,927.92

Hardware

Description	Price	Qty	Ext. Price
OptiPlex 3080 Tower OptiPlex 3080 Tower XCTO 210-AVPI - 50 - 10th Generation Intel Core i5-10600 (6-Core, 12MB Cache, 3.3GHz to 4.8GHz, 65W) 338-BVCC - 50 - Win 10 Pro 64 English, French, Spanish 619-AHKN - 50 - No Microsoft Office License Included – 30 day Trial Offer Only 658-BCSB - 50 - 16GB (1x16GB) DDR4 non-ECC Memory 370-AEBF - 50 - M.2 256GB PCIe NVMe Class 40 Solid State Drive 400-BEUS - 50 - M2X3.5 Screw for SSD/DDPE 773-BBBC - 50 - No Additional Hard Drive 401-AANH - 50 - Intel Integrated Graphics, Dell OptiPlex 490-BBFG - 50 - OptiPlex 3080 Tower with 260W up to 85% efficient Power Supply (80Plus Bronze) 329-BEUL - 50 - System Power Cord (Philippine/TH/US) 450-AAOJ - 50 - No Optical Disk Drive 429-ABKG - 50 - CMS Software not included 632-BBBJ - 50 - No Media Card Reader 379-BBHM - 50 - Speaker for Tower and SFF 520-AARD - 50 - No Wireless LAN Card 555-BBFO - 50 - No Wireless Driver 340-AFMQ - 50 - Chassis Intrusion Switch - Tower 461-AAHP - 50 - No Stand Option 575-BBBI - 50 - No Additional Cable Requested 379-BBCY - 50 - No PCIe add-in card 492-BBFF - 50 - No Additional Add In Cards 382-BBHX - 50 - No Additional Video Ports 492-BCKH - 50 - Dell KB216 Wired Keyboard English 580-ADJC - 50 - Dell Optical Mouse - MS116 (Black) 570-ABIE - 50 - No Cable Cover 325-BCZQ - 50 - SupportAssist 525-BBCL - 50 - Dell(TM) Digital Delivery Cirrus Client 640-BBLW - 50 - Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR - 50 - Waves Maxx Audio 658-BBRB - 50 - Dell SupportAssist OS Recovery Tool 658-BEOK - 50 - OS-Windows Media Not Included 620-AALW - 50 - ENERGY STAR Qualified 387-BBLW - 50 - SERI Guide (ENG/FR/Multi) 340-AGIK - 50 - Dell Watchdog Timer 379-BDWG - 50 - Quick Setup Guide 3080 Tower 340-CPVD - 50 - Trusted Platform Module (Discrete TPM Enabled) 329-BBJL - 50 - Shipping Material for MT (DAO) 340-CQZG - 50 - Shipping Label for DAO, BRZ 389-BBUU - 50 - Regulatory Label for OptiPlex 3080 MT, FSJ 389-DVBG - 50 - No CompuTrace 461-AABF - 50 - No Hard Drive Bracket, Dell OptiPlex 575-BBKX - 50 - Desktop BTO Standard shipment 800-BBIO - 50 - No Anti-Virus Software 650-AAAM - 50 - Custom Configuration 817-BBBB - 50 - No Out-of-Band Systems Management 631-ACMW - 50 - No External ODD 429-ABGY - 50 - No Optane 400-BFPO - 50 - EPEAT 2018 Registered (Silver) 379-BDTO - 50 - Dell Limited Hardware Warranty Plus Service 803-8583 - 50 - ProSupport: Next Business Day Onsite, 3 Years 803-8646 - 50 - ProSupport: 7x24 Technical Support, 3 Years 803-8702 - 50 -	\$780.52	50	\$39,026.00



(800)720-3811
avasales@avalontech.net
avalontech.net

Hardware

Description	Price	Qty	Ext. Price
Subtotal			\$52,953.92

Van Buren County, MI - Client



Prepared by:

Avalon Technologies, Inc.
Avalon Sales Team
(800)720-3811
avasales@avalontech.net

Prepared for/Ship To:

Van Buren County, MI
219 E Paw Paw St Suite 202
Paw Paw, MI 49079
Charles Norton
(269) 657-8266 x1246
nortonc@vbco.org

Quote Information:

Quote #: JPG002715
Version: 1
Delivery Date:
01/13/2021
Expiration Date:
02/12/2021

Department:

219 E Paw Paw St Suite 202
Paw Paw, MI 49079

Quote Summary

Description	Amount
Hardware	\$52,953.92
Total:	\$52,953.92

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.
Terms: Net 30 after equipment ships.
Avalon's full terms can be found at:

Terms & Conditions:
<https://tinyurl.com/yja6vgob>

In executing this Quote, the customer acknowledges and agrees to the following:

An enforceable contract is being entered into with Avalon Technologies, Inc. and that Avalon's terms and conditions are incorporated by reference;

Avalon's terms and conditions may change from time to time upon notice and that such notice will be included on Avalon's invoices or other writings by Avalon.

The customer referenced above represents and warrants to Avalon that the person signing this quote is authorized to execute same and bind the customer to the terms thereof.

Avalon Technologies, Inc.

Van Buren County, MI [Customer]

Signature: _____

Name: Avalon Sales Team

Title: Business Development Manager

Date: 01/13/2021

Signature: _____

Name: Charles Norton

Date: _____



We have prepared a quote for you

(8) Laptops, (50) Desktops

Quote # 016736
Version 1

Prepared for:

Van Buren County

Charles Norton
NortonC@vbco.org

Products

Description	Price	Qty	Ext. Price
Lenovo ThinkPad P15 Gen 1 15.6" Touchscreen Mobile Workstation - 4K UHD - 3840 x 2160 - Intel Core i7 (10th Gen) i7-10850H Hexa-core (6 Core) 2.70 GHz - 32 GB RAM - 512 GB SSD - Glossy Black - Windows 10 Pro - NVIDIA Quadro T2000 with 4 GB - En 	\$2,687.51	8	\$21,500.08
3 Year Premier Support with Onsite - On-site - Maintenance - Parts & Labor - Physical Service 	\$105.49	8	\$843.92
Lenovo ThinkCentre M720q Desktop Computer - Intel Core i5 8th Gen i5-8400T 1.70 GHz - 16 GB RAM DDR4 SDRAM - 256 GB SSD - Tiny - Raven Black - Windows 10 Pro 64-bit - English (US) Keyboard 	\$765.46	50	\$38,273.00
3 Year Premier Support with Onsite - On-site - Maintenance - Parts & Labor - Physical, Electronic Service 	\$34.59	50	\$1,729.50
Subtotal:			\$62,346.50

(8) Laptops, (50) Desktops

Prepared by:

Directec
Greg Wilson
502-357-5216
gregw@directec.com

Prepared for:

Van Buren County
219 E Paw Paw St
Paw Paw, MI 49079
Charles Norton
(269) 657-8266
NortonC@vbco.org

Quote Information:

Quote #: 016736
Version: 1
Delivery Date: 01/12/2021
Expiration Date: 01/17/2021

Quote Summary

Description	Amount
Products	\$62,346.50
	Subtotal: \$62,346.50
	Estimated Tax: \$3,740.79
	Total: \$66,087.29

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Directec

Signature: 
Name: Greg Wilson
Title: Inside Sales Manager
Date: 01/12/2021

Van Buren County

Signature: _____
Name: Charles Norton
Date: _____



Dear Charles Norton,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
01/13/2021	0001313689		Charles Norton	Jan 13, 2021 11:20 am	\$52,617.30

BILL TO: (5004012)

Van Buren County
219 E. Paw Paw Street
Suite 202
Paw Paw, MI 49079

CONFIRM TO:
ATTN:

SHIP TO: (9999)

Van Buren County
219 E. Paw Paw Street
Suite 202
Paw Paw, MI 49079

ATTENTION TO:

NAME: Charles Norton
PHONE: 2696578266
EMAIL: NortonC@vbco.org

ACCOUNT MANAGER: Jim Williams
EMAIL: jwilliams@mnjtech.com
PHONE: (847) 634-5439 **EXT:** 8389

DESCRIPTION:

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ14824646	Dell OptiPlex 7080 Small Form Factor MFG PART NO: DELL-DESKTOP	50	786.25	39,312.50
2	MNJ14824648	Dell Latitude 5511 MFG PART NO: DELL-LAPTOP	8	1,663.10	13,304.80
SHIP VIA: FEDEX GROUND		PLEASE REMIT TO:		NET ORDER:	\$52,617.30
TERMS: Net 30 Days		MNJ Technologies Direct, INC.		ESTIMATED SALES TAX:	\$0.00
		Department #10444		SHIPPING CHARGES:	\$0.00
		PO Box : 87618		TOTAL:	\$52,617.30
		Chicago, IL 60680-0618		ORDER BALANCE:	\$52,617.30
		FEIN: 01-0560518			



Pricing Proposal
Quotation #: 19894985
Created On: 1/7/2021
Valid Until: 2/7/2021

County of Van Buren

Inside Account Executive

Charles Norton

M
United States
Phone: 269-657-8266
Fax:
Email: NortonC@vbco.org

Charlie McClelland

290 Davidson Ave,
Somerset, NJ 08873
Phone: 732-652-0289
Fax: 732-564-8553
Email: Charlie_McClelland@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 HP ZBook Firefly 15 G7 Mobile Workstation - Core i7 10610U / 1.8 GHz - Win 10 Pro for Workstations 64-bit - 32 GB RAM - 512 GB SSD SED, TCG Opal Encryption 2, NVMe, TLC - 15.6" IPS 1920 x 1080 (Full HD) - Quadro P520 / UHD Graphics - Bluetooth, Wi-Fi - v HP, Inc. - Part#: 1Y5Y4UT#ABA	8	\$1,646.44	\$13,171.52
2 HP ProDesk 600 G5 - SFF - Core i5 9500 / 3 GHz - RAM 16 GB - SSD 256 GB - NVMe - DVD-Writer - UHD Graphics 630 - GigE - Win 10 Pro 64-bit - monitor: none - keyboard: US - Smart Buy HP, Inc. - Part#: 7PL46UT#ABA	42	\$750.38	\$31,515.96
3 HP ProBook 650 G8 - Core i7 1165G7 / 2.8 GHz - Win 10 Pro 64-bit - 16 GB RAM - 512 GB SSD (32 GB SSD cache) NVMe - 15.6" IPS 1920 x 1080 (Full HD) - Iris Xe Graphics - Bluetooth, Wi-Fi - kbd: US HP, Inc. - Part#: 2B0E2UT#ABA	8	\$1,065.74	\$8,525.92
4 HP Thunderbolt Dock G2 - Docking station - VGA, DP, 2 x DP - 10Mb LAN - 120 Watt - Smart Buy - United States - for EliteBook 83X G7, 84X G7, 85X G7; EliteBook x360; ProBook 430 G8, 440 G8, 630 G8 HP, Inc. - Part#: 2UK37UT#ABA	8	\$198.12	\$1,584.96
Total			\$54,798.36

Additional Comments

Please Note: HP, Inc. has a zero returns policy on custom build PCs. Ink and toner are also considered non-returnable

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the [SHI Online Customer Resale Terms and Conditions](#), unless a separate resale agreement exists between SHI and the Customer.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Treasurer Nesbitt
DATE: February 9, 2021
RE: Land Bank Authority Fund Establishment/Budget Adjustment

REQUEST:

The request is to establish a Land Bank Authority Fund and once established allocate money through a budget transfer to the Fund.

BACKGROUND:

The Land Bank Authority is new and a fund was not established when it was created. As a start up the Authority is requesting the establishment of the Fund and allocate \$5,500 to cover start up costs for its first projects.

Moving forward, once there is a sale of Land Bank Authority owned parcels, there is a 50% tax capture for the first five years. This will provide revenue in the future for subsequent projects.

FINANCIAL IMPACT:

The financial impact is a \$5,500 transfer from the DTRF to the Land Bank Authority Fund once the Fund has been established.

RECOMMENDATION:

The recommendation is to discuss at the February 9, 2021 Committee of the Whole and approve at the February 23, 2021 Board of Commissioners meeting the establishment of a Land Bank Authority Fund and once established allocate money through a \$5,500 budget transfer from the DTRF to the Land Bank Authority Fund.

ATTACHMENTS:

Description

- ▣ **LBA Fund Establishment**
- ▣ **LBA Service Contract**

John Faul

From: Trisha Nesbitt
Sent: Wednesday, January 13, 2021 1:25 PM
To: Ryan Post
Subject: Budget Amendment Question
Attachments: RE: Request for Assistance - 5 West Main Street

Hi Ryan,

The Land Bank has an interest in partnering with the MI State Land Bank on two projects. Per the AG's office, the MI State Land Bank has a fee of \$100/hour for their assistance. In total we anticipate their help will cost \$3,500. I've attached the email from Mr. Tischler for reference.

Since our Land Bank is so new and does not have a revenue source, is it possible to transfer \$5,500 from my GF office budget to the Land Bank (this will cover the MI State Land Bank Fee plus possible additional costs – attorney fees or increased hours). Given the open position in my office, I believe there have been some cost savings that should help make this possible.

Moving forward, once there is a sale of Land Bank owned parcels, there is a 50% tax capture for the first 5 years. This will provide us revenue in the future.

Please let me know your thoughts and how the process would work.



Trisha Nesbitt

Treasurer

Van Buren County Treasurer Office

a: 219 E. Paw Paw St.

Suite 101

Paw Paw, MI 49079

t: 269-657-8228

f: 269-657-8227

w: <https://www.vbco.org> e: nesbittt@vbco.org

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John Faul

From: Tischler, Jim (LEO) <TischlerJ2@michigan.gov>
Sent: Tuesday, January 5, 2021 3:57 PM
To: Trisha Nesbitt
Cc: Huntington, Jeff (LEO)
Subject: RE: Request for Assistance - 5 West Main Street

This email was sent from outside your organization. Please use caution when clicking links or opening attachments.

Hi Tricia – in follow up to the call please review the following, then let's chat.

Hartford Site

1. Market Recon/Assessment (5 hours max)
2. Developer Solicitation (10 hours max)
 - a. Preparation
 - b. Dissemination
 - c. Review
3. Development Agreements (10 hours max)
 - a. Preliminary
 - b. Final

South Haven Site

1. Site transfer consultation (3 hours max)
2. Agreement template and consultation (4 hours max)
3. 381 plan review (3 hours max)

JT

James Tischler, FAICP, PCP
State Land Bank Authority
PO Box 30766, Lansing, MI 48909
Mobile 517-242-4376 | TischlerJ2@michigan.gov

From: Trisha Nesbitt <nesbittt@vbco.org>
Sent: Tuesday, December 29, 2020 14:38
To: Tischler, Jim (LEO) <TischlerJ2@michigan.gov>; Huntington, Jeff (LEO) <huntingtonj@michigan.gov>
Subject: RE: Request for Assistance - 5 West Main Street

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Good Afternoon,

Just want to touch base to see if there is any update. I hope to have another meeting on January 13th. Please let me know if there are any documents or other material available to share with our board.

Thank you very much!



Trisha Nesbitt

Treasurer

Van Buren County Treasurer Office

a: 219 E. Paw Paw St.

Suite 101

Paw Paw, MI 49079

t: 269-657-8228

f: 269-657-8227

w: <https://www.vbco.org> e: nesbittt@vbco.org

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From: Tischler, Jim (LEO) <TischlerJ2@michigan.gov>

Sent: Tuesday, November 24, 2020 9:27 AM

To: Trisha Nesbitt <nesbittt@vbco.org>; Huntington, Jeff (LEO) <huntingtonj@michigan.gov>

Subject: RE: Request for Assistance - 5 West Main Street

This email was sent from outside your organization. Please use caution when clicking links or opening attachments.

Hello Trisha –

We are in receipt of your request letters and will respond early next week.

Jim

James Tischler, FAICP, PCP

State Land Bank Authority

PO Box 30766, Lansing, MI 48909

Mobile 517-242-4376 | TischlerJ2@michigan.gov

From: Trisha Nesbitt <nesbittt@vbco.org>

Sent: Thursday, November 19, 2020 12:01

To: Huntington, Jeff (LEO) <huntingtonj@michigan.gov>; Tischler, Jim (LEO) <TischlerJ2@michigan.gov>

Subject: Request for Assistance - 5 West Main Street

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

Good Afternoon,

Please see the attached letter requesting the State Land Bank's assistance with our 5 West Main Street property.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you!



Trisha Nesbitt

Treasurer

Van Buren County Treasurer Office

a: 219 E. Paw Paw St.

Suite 101

Paw Paw, MI 49079

t: 269-657-8228

f: 269-657-8227

w: <https://www.vbco.org> e: nesbittt@vbco.org

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**STATE LAND BANK AUTHORITY
PROFESSIONAL SERVICES CONTRACT WITH
VAN BUREN COUNTY LAND BANK AUTHORITY**

The State Land Bank Authority (the "SLBA"), whose address is Post Office Box 30766, Lansing, Michigan 48909, enters into a binding agreement for professional services (the "Agreement") with Van Buren County Land Bank Authority (the "Client"), whose address is 219 East Paw Paw Street, Suite 101, Paw Paw, Michigan 49079. The SLBA and Client shall sometimes be referred to in this Agreement individually as a "Party" or collectively as "Parties".

I. NATURE OF SERVICES

SLBA shall provide consulting services for certain land banking activities desired by the Client, both for property currently owned by the Client and property to be acquired in the future.

II. PERFORMANCE SCHEDULE

Starting Date: February __, 2021

Ending Date: September 30, 2021

The term of this Agreement (the "Term") shall begin on the Starting Date and end on the Ending Date, unless terminated earlier, as permitted under Section V(E) of this Agreement.

III. COMPENSATION INFORMATION

- A) The Client agrees to pay SLBA an amount not to exceed Three Thousand Five Hundred Dollars (\$3,500), payable at a rate of One Hundred Dollars (\$100) per hour, during the Term. This amount includes all embedded expenses.
- B) Payment under this Agreement shall be made by the Client to SLBA within thirty (30) days of receipt of SLBA's billing statement(s) stating that the work for which payment is requested has been appropriately performed. SLBA shall provide SLBA's billing statement(s) to Contract Manager. Contract Manager shall provide SLBA with appropriate submission instructions of SLBA's billing statement(s).
- C) All billing statement(s) must reflect actual work done. The specific details of billing statement(s) and payments will be agreed upon between the Parties after the Agreement has been signed and accepted by both Parties.

IV. CONTRACT MANAGER

SLBA should communicate with the following Client representative or designee regarding this Agreement:

Trisha Nesbitt (the "Contract Manager")
Chair, Van Buren County Land Bank Authority
219 East Paw Paw Street, Suite 101
Paw Paw, Michigan 9079
nesbitt@vbco.org

V. TERMS AND CONDITIONS

A) SLBA Duties

SLBA agrees to undertake, perform, and complete the services described in Exhibit A, which is incorporated herein by reference. In the event of any inconsistency between the provisions of Exhibit A and this Agreement, the provisions of this Agreement shall control.

B) Independent Contractor

SLBA will act as an independent contractor under this Agreement, and neither SLBA nor any employee or agent or contract personnel of SLBA is, or shall be deemed to be, an employee of the Client due to this Agreement and the relationship between Client and SLBA.

C) Materials

SLBA will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

D) Fringe Benefits

SLBA understands that neither SLBA nor SLBA's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the Client.

E) Termination

Either Party may terminate its obligations under this Agreement by giving the other Party thirty (30) calendar days prior written notice of such termination or upon the mutual written agreement of the Parties.

The SLBA may immediately terminate this Agreement upon written notice to Client if Client materially breaches its obligations under this Agreement or engages in any conduct which the SLBA, in its sole discretion, determines has or could have an adverse impact on the State of Michigan's (the "State") or the SLBA's reputation or interests. In addition, the SLBA may immediately terminate this Agreement upon written notice to Client, without further liability to the SLBA or the State, its departments, agencies, and employees, if Client, an officer of Client, or employee of Client is convicted of a criminal offense relating to a State, public, or private contract or subcontract; or convicted of a criminal offense including, but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the SLBA, reflects on Client's business integrity. If this Agreement is terminated, the obligations of SLBA and the Client shall terminate, other than the Client's obligation to provide earned and unpaid fees or other payments to SLBA for services performed before the termination.

The Client shall have no obligation to SLBA for any fees or other payments incurred in connection with this Agreement after the effective date of termination. Payment for any undisputed services rendered and expenses incurred through the effective date of termination will then promptly be made by the Client.

F) Conflict of Interest

Client shall not attempt to influence any SLBA employee by the direct or indirect offer of anything of value.

In the event of a change in either the interests or services under this Agreement, Client will inform the SLBA regarding possible conflicts of interest that may arise as a result of such change. Client agrees that conflicts of interest shall be resolved to the SLBA's satisfaction or the SLBA may terminate this Agreement. As used in this subsection, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

G) Representations of Client

Client affirms to the best of its knowledge that it is not in material default or breach of any contract or agreement that it may have with the State of Michigan, the SLBA or any other public body. Client further represents and warrants that it has not been a party to any contract with the State, the SLBA or other public body that was terminated within the previous five (5) years due to the Client's failure to perform or otherwise breached an obligation of such contract.

H) Sharing of Information

The Client agrees to fully cooperate with SLBA and to make available, subject to any limitations imposed by applicable law, all information necessary for the SLBA to perform its duties under this Agreement.

I) Non-solicitation

Client agrees that during the Term of this Agreement and for a period of one (1) year following termination, Client will not entice away, employ, or solicit for employment any current or former employee of the SLBA.

J) Indemnification

Client shall indemnify, defend, and hold harmless the SLBA, its Board and its employees from any and all liability arising out of or in any way related to this Agreement, or any breach of the Agreement, including any liability resulting from any acts of Client's employees or agents.

K) Total Agreement

This Agreement, together with Exhibit A, contains the entire agreement between the Parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this Agreement shall be binding. This Agreement may not be changed except by written agreement signed by the Parties.

L) Assignment/Transfer

Client shall not assign, transfer, convey, or otherwise dispose of any duties or rights under this Agreement without the prior specific written consent of the SLBA. Client agrees that any of Client's future successors will be bound by the provisions of this Agreement, unless the SLBA otherwise agrees in a specific written consent.

M) Jurisdiction

The laws of the State of Michigan shall govern this Agreement. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. By signing this Agreement, Client acknowledges that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever Client resides, in or outside of the United States.

N) No Partnership or Agency Relationship

This Agreement does not create a partnership relationship. Further, neither Client nor Client's employees or other representatives shall hold themselves out to third parties as an agent or representative of the State of Michigan, or the SLBA, nor shall they have any authority to take any action or enter into any agreement on behalf of the State of Michigan, or the SLBA.

O) No Third Party Beneficiaries

There are no expressed or implied third party beneficiaries to this Agreement.

P) Force Majeure

If either Party is prevented or delayed in the performance of any of its obligations under this Agreement due to Force Majeure (defined below), that Party will provide written notice to the other Party specifying the nature and expected duration of the Force Majeure. The performance of the Party invoking Force Majeure with respect to any obligation will be excused and the time for performance extended, but only for the period of delay or inability to perform due to Force Majeure. If the total of any period of delay or inability to perform due to Force Majeure asserted by either Party during the Term equals or exceeds thirty (30) consecutive days, the other Party will have the right, at its option, to either terminate this Agreement by written notice or to continue to excuse the first Party's performance for the period of any delay or inability to perform due to Force Majeure. As used in this Agreement, "Force Majeure" shall mean any act of God, fire, casualty, flood, war, strike, lockout, labor trouble, publicly declared state of emergency, or any other circumstances beyond the reasonable control of the Party asserting it that prevents or delays the performance of any of its obligations under this Agreement. It is expressly agreed that the term "Force Majeure" shall include, but is not necessarily limited to, any actions taken by any governmental entity, including, but not necessarily limited to: the City of Lansing, the Governor of the State of the Michigan, and/or any governmental unit of the United States of America that either closes, terminates, eliminates or substantially impacts the ability of either Party to conduct its customary operations. The Parties also expressly agree that the term "Force Majeure" also includes, but is not necessarily limited to, riots, insurrections, or any governmental actions related thereto.

Q) Notices

Any notice required or permitted to be given under this Agreement must be in writing and may be delivered in person, by registered mail, or by overnight courier addressed to the respective Party at the address set forth in the introduction of this Agreement or a changed address as may be given by a Party to the other by written notice. Any notice will be considered to have been given when personally delivered or five (5) business days after the date of mailing or one (1) business day after the date of forwarding if sent by overnight courier.

R) **Counterparts**

This Agreement may be executed in one or more counterparts and by facsimile, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

S) **Severability**

All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality or unenforceability.

T) **Survival**

The terms and conditions of sections III, V(E), V(I), V(J), and V(M) shall survive termination of this Agreement.

The signatories below warrant that they are empowered to enter into this Agreement.

CLIENT ACCEPTANCE:

Van Buren County Land Bank Authority

Dated: _____

By: Trisha Nesbitt
Its: Chair

SLBA ACCEPTANCE:

State Land Bank Authority

Dated: _____

By: Jeffrey M. Huntington
Its: Authorized Officer

EXHIBIT A

SCOPE OF WORK

Description of Services:

SLBA shall provide consulting services for certain land banking activities desired by the Client, both for property currently owned (City of Hartford site) by the Client and property to be acquired (City of South Haven site) in the future.

Compensation Information:

SLBA services will be rendered at a rate of One Hundred Dollars (\$100) per hour and shall not exceed an amount of Three Thousand Five Hundred Dollars (\$3,500).

City of Hartford Site:

1. Market Reconnaissance/Assessment (est. 5 hours)
2. Developer Solicitation (est. 10 hours)
 - a. Preparation
 - b. Dissemination
 - c. Review
3. Development Agreements (est. 10 hours)
 - a. Preliminary
 - b. Final

City of South Haven Site:

1. Site Transfer Consultation (est. 3 hours)
2. Agreement Template and Consultation (est. 4 hours)
3. Act 381 Work Plan Review (est. 3 hours)



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Lt. James Charon
DATE: February 9, 2021
RE: Sheriff's Office - Purchase of Vehicles

REQUEST:

The request is to approve the purchase of two vehicles for our investigative divisions and one animal control truck.

BACKGROUND:

The Sheriff's Office regularly replaces aging vehicle within our fleet and the investigative divisions are due to be cycled out. We currently have one vehicle that has high estimate for repair and it is more economical to replace rather than fix.

Tapper Ford

2020 Fusion Hybrid \$24,798 includes all fees

2021 Ford F-150 for Animal Control \$26,559 includes all fees

Undercover Car: \$24,507 includes all fees

Woodhams Ford

2020 Fusion Hybrid \$23,938 plus title fees – Price Dependent on availability of vehicle.

2021 Ford F-150 for Animal Control \$26,362 plus title fees

Undercover Car: \$23,993 plus title fees

Gorno Ford

2020 Fusion Hybrid \$25,260 – In stock

2021 F-150 \$27,291

Undercover Car: \$24,871

FINANCIAL IMPACT:

The new animal control truck will not exceed \$33,800 to be paid out of 101.0-430.00-981 Animal Control Vehicles line item.

The two investigative vehicle will not exceed \$50,000 and will be paid out of Public Safety Vehicle line item 207.0-301.00-981.00

RECOMMENDATION:

The recommendation is to approve at the February 23, 2021 Board of Commissioners meeting the purchase of one F-150 out of the animal control budget and to approve the purchase of

two investigative vehicles out of the Public Safety budget. -- Description withheld as they are used for undercover surveillance.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Norman Frazier
DATE: February 9, 2021
RE: MERS Defined Benefit Plan Updated Adoption Agreement

REQUEST:

The request is to approve updated MERS Defined Benefit Adoption Agreement.

BACKGROUND:

Van Buren County is required to submit an updated Adoption Agreement Addendum indicating changes/and or clarifications to our MERS Defined Benefit Plan. Options for change are included in the Plan Eligibility (Employee Classification, Probationary Period) Service Credit Provisions (Day of Work Definition Modification, Leaves of Absence, and Definition of Compensation). The County can also choose to not make any changes but will still be required to submit the Adoption Agreement. The only change recommended is to update the Day of Work definition to use the MERS approach of hours per month instead of x number of days per month. The benefit is that alleviates confusion for calculating the service credit for part time workers. It has no financial impact from what we are doing now.

FINANCIAL IMPACT:

Our financial obligations will not change assuming we adopt the agreement with no changes (other than clarifying Day of Work definition) to the existing Plan.

RECOMMENDATION:

The recommendation is to approve the updated Adoption Agreements at the February 23, 2021 Board of Commissioners meeting and authorize the Board Chair to sign the documents on their behalf.

ATTACHMENTS:

Description

- ▣ **MERS Provisions Summary**

MERS DB Provision Summary Document

II. Identifying Information and III. Plan Eligibility

The member definitions were taken from prior MERS Adoption Agreements and Amendments. These definitions would remain unchanged.

One unit to note. 8006 02 is labeled as POLC, however, the original documents include all four Sheriff Office units. Further, all four Sheriff Office units were included in the original valuations.

Division Number	Division Name and Eligible Members
8006 01	Elected Officials and Non Union Employees. *Contains Public Safety Employees*
8006 02	POLC. Members of the POAM Dispatch, POAM Road Patrol, POLC Command and GELC Corrections Units. *Contains Public Safety Employees*
8006 11	Members of the AFSCME General Unit
8006 12	Members of the AFSCME Supervisory Unit
8006 13	Members of the AFSCME Circuit Court FOC Unit
8006 14	Members of the AFSCME Probate Juvenile Court Union
8006 15	Members of the AFSCME District Court Unit
8006 16	Court Association Members
8006 17	Assistant Prosecutors Association. Members of the Assistant Prosecuting Attorneys Association, Member of the Legal Secretary Association
8006 18	Full Time Transit Employees

Employee Classification

The employee classification definitions were taken from MERS Adoption Agreements and Amendments. Please note: Part time employees are eligible across all units with the exception of the Transit Unit. The Transit unit will allow for past part time service time to be awarded should an employee be put into a full time status. This would not effect their the pension benefit earned, but would impact service credit given for vesting purposes, etc..... This provision is codified in the Transit CBA Agreement.

Temporary Employees	Excluded in all groups
Part Time Employees	Included in all units except Transit 8006 18. *Service Credit will be granted for part time service if the employee turns full time.*
Seasonal Employees	Excluded in all groups
Voter Elected Officials	Excluded in all groups except 8006 01 Elected Officials and Non-Union Employees
Appointed Officials	Included in 8006 01
Contract Employees	Included in 8006 01

Probationary Periods

Service begins with the employee's date of hire. Effective with the date of hire, wages paid, and any associated contributions are submitted to MERS. Applies to all Plan Divisions.

IV. Service Credit Provisions

The language in the original Adoption Agreements listed service credit in terms of days. MERS would like for us to adopt the hours approach. There is not an impact in terms of eligibility, but it simplifies the process for auditing and administrative tasks. Further, it assists in alleviating some confusion for part time employees who would meet the hours requirement but not work 10 full time days.

Plan Number	Current Practice	MERS Approach
8006 01	Ten 7.5 Hour Days	75 Hours
8006 02 POLC Groups	Ten 8.0 Hour Days	80 Hours
8006 11	Ten 7.5 Hour Days	75 Hours
8006 12	Ten 7.5 Hour Days	75 Hours
8006 13	Ten 7.5 Hour Days	75 Hours
8006 14	Ten 7.5 Hour Days	75 Hours
8006 15	Ten 7.5 Hour Days	75 Hours
8006 16	Ten 7.5 Hour Days	75 Hours
8006 17 APA, Leg Secretary	Ten 7.5 Hour Days	75 Hours
8006 18 Transit Group	Ten 8.0 Hour Days	80 Hours

Leaves of Absence

Information for this section was researched by Miller Canfield and Mike Overly, MERS of Michigan.

Type of Leave	Service Granted or Not Granted
Short Term Disability	Service Credit Given. Subject to employer and employee Contributions.
Long Term Disability	3 rd Party Vendor Service Credit not granted unless supplemented with PTO. If supplemented, PTO would be subject to employee and employer contributions.
Unpaid FMLA	
Workers Compensation	3 rd Party Vendor. Service Credit awarded. Sheriff's Office supplement subject to employee and employer contributions

Definition of Compensation

We have reached out to MERS to gain a definition of compensation. MERS studied our current definition and returned the following form. We would recommend we keep it the same.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☐ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☐ Salary or hourly wage X hours

☐ On-call pay

☐ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ Other: _____

Other Wages apply: YES ☐ NO ☐

☐ Shift differentials

☐ Severance issued over time (weekly/bi-weekly)

☐ Overtime

☐ Other: _____

Lump Sum Payments apply: YES ☐ NO ☐

☐ PTO cash-out

☐ Educational degrees

☐ Longevity

☐ Moving expenses

☐ Bonuses

☐ Sick payouts

☐ Merit pay

☐ Severance (if issued as lump sum)

☐ Job certifications

☐ Other: _____

Taxable Payments apply: YES ☐ NO ☐

☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Car allowance

☐ Personal use of a company car

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐

☐ Gun, tools, equipment, uniform

☐ Mileage reimbursement

☐ Phone

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Fitness

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐

☐ 457 employee and employer contributions

☐ IRA contributions

☐ 125 cafeteria plan, FSAs and HSAs

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐ 

☐ Health plan, dental, vision benefits

☐ Group term or whole life insurance < \$50,000

☐ Workers compensation premiums

☐ Other: _____

☐ Short- or Long-term disability premiums

Mandatory Contributions apply: YES ☐ NO ☐

☐ Defined Benefit employee contributions

☐ Other: _____

☐ MERS Health Care Savings Program employee contributions

Taxable Fringe Benefits apply: YES ☐ NO ☐ 

☐ Clothing reimbursement

☐ Group term life insurance > \$50,000

☐ Stipends for health insurance opt out payments

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐

☐ Workers compensation settlement payments

☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The employer, a participating municipality or court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit (DB) Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Effective Date

The effective date shall be the first day of **January, 2021**.

II. Employer name _____

Municipality number _____

This is an amendment of the existing Adoption Agreement for the MERS Defined Benefit.

Any changes to plan provisions apply to employees in the division on the effective date, as well as to new hires ongoing. Definitions will apply for all service accrued after the effective date.

Division number _____

Division name on file with MERS _____

III. Plan Eligibility

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS.

Using your Division Name above, expand on the employee classifications that are eligible to participate in MERS. For example, if Division is "General," please insert specific classifications that are eligible for MERS such as "Clerical Staff," "Elected Officials," "Library Director," etc.:

Employee classification contains **public safety employees**: ☐ Yes ☐ No

Public safety employees include: law enforcement, parole and probation officers, employees responsible for emergency response (911 dispatch, fire service, paramedics, etc.), public works, and other skilled support personnel (equipment operators, etc.).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

If you elect to include a special classification (chart below), then the employee will be required to meet the Service Credit Qualification as defined under section IV (Provisions) in order to earn a month of service. Excluded classification will require additional information below.

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total.	☐	☐	☐
Part-Time Employees: Those who regularly work fewer than _____ per _____.	☐	☐	☐
Seasonal Employees: Those who will work for the municipality from _____ to _____ only.	☐	☐	☐
Voter-Elected Officials	☐	☐	☐
Appointed Officials: An official appointed to a voter-elected office.	☐	☐	☐
Contract Employees	☐	☐	☐

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service.

The probationary period will be _____ month(s).

Comments:

- ☐ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an 'hour per day' has been defined (like ten 7-hour days), electing 70 hours will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) _____ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer. However, an employer may submit additional voluntary contributions for the period of the leave in an amount determined by the employer.
- For **contributory divisions**, employee contributions are required for service credit to be retained. Employee contributions will be collected based on the Service Credit Qualification. Employers will calculate employee contributions due using the employee's current hourly rate (prior to leave). For example if 120 hours is required for service credit, then employee contributions shall be equal to 120 hours times the employee's hourly rate. Employees have three times the length of leave, to a maximum of five years, to pay required employee contributions. Leaves of absence are required to be reported to MERS, including the employee's start and end date per month, along with the employee's hourly rate.

Type of Leave	Service Credit Granted	Service Credit Excluded
Short- and Long-Term Disability	☐	☐
Workers' Compensation	☐	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☐
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☐
Other 2: _____ Additional leave types as above	☐	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37).

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation here. If you choose to customize your definition, skip this table and proceed to page 5.

	☐ Base Wages	☐ Box 1 Wages	☐ Gross Wages
Types of Compensation			
Regular Wages Salary or hourly wage X hours PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified) On-call pay	All Regular Wages included	All Regular Wages included	All Regular Wages included
Other Wages Shift differentials Overtime Severance issued over time (weekly/bi-weekly)	Excluded	All Other Wages included	All Other Wages included
Lump Sum Payments PTO cash-out Longevity Bonuses Merit pay Job certifications Educational degrees Moving expenses Sick payouts Severance (if issued as lump sum)	Excluded	All Lump Sum Payments included	All Lump Sum Payments included
Taxable Payments Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement) Prizes, gift cards Personal use of a company car Car allowance	Excluded	All Taxable Payments included	All Taxable Payments included
Reimbursement of Nontaxable Expenses (as defined by the IRS) Gun, tools, equipment, uniform Phone Fitness Mileage reimbursement Travel through an accountable plan (i.e. tracking mileage for reimbursement)	Excluded	Excluded	Excluded
Types of Deferrals			
Elective Deferrals of Employee Premiums/Contributions 457 employee and employer contributions 125 cafeteria plan, FSAs and HSAs IRA contributions	All Elective Deferrals included	Excluded	All Elective Deferrals included
Types of Benefits			
Nontaxable Fringe Benefits of Employees Health plan, dental, vision benefits Workers compensation premiums Short- or Long-term disability premiums Group term or whole life insurance < \$50,000	All Nontaxable Fringe Benefits included	Excluded	All Nontaxable Fringe Benefits included
Mandatory Contributions Defined Benefit employee contributions MERS Health Care Savings Program employee contributions	All Mandatory Contributions included	Excluded	All Mandatory Contributions included
Taxable Fringe Benefits Clothing reimbursement Stipends for health insurance opt out payments Group term life insurance > \$50,000	Excluded	Excluded	All Taxable Fringe Benefits included
Other Benefits / Lump Sum Payments Workers compensation settlement payments	Excluded	Excluded	All Other Lump Sum Benefits included

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

SKIP THIS TABLE if you selected one of the standard definitions of compensation on page 4.

☐ **CUSTOM:** If you choose this option, you must select boxes in each section you would like to include in your Definition of Compensation. You will be responsible for additional reporting details to track custom definitions.

Types of Compensation

Regular Wages

☐ Salary or hourly wage X hours

☐ On-call pay

☐ PTO used (sick, vacation, personal, bereavement, holiday leave, or unclassified)

☐ Other: _____

Other Wages apply: YES ☐ NO ☐

☐ Shift differentials

☐ Severance issued over time (weekly/bi-weekly)

☐ Overtime

☐ Other: _____

Lump Sum Payments apply: YES ☐ NO ☐

☐ PTO cash-out

☐ Educational degrees

☐ Longevity

☐ Moving expenses

☐ Bonuses

☐ Sick payouts

☐ Merit pay

☐ Severance (if issued as lump sum)

☐ Job certifications

☐ Other: _____

Taxable Payments apply: YES ☐ NO ☐

☐ Travel through a non-accountable plan (i.e. mileage not tracked for reimbursement)

☐ Prizes, gift cards

☐ Car allowance

☐ Personal use of a company car

☐ Other: _____

Reimbursement of Nontaxable Expenses (as defined by the IRS) apply: YES ☐ NO ☐

☐ Gun, tools, equipment, uniform

☐ Mileage reimbursement

☐ Phone

☐ Travel through an accountable plan (i.e. tracking mileage for reimbursement)

☐ Fitness

☐ Other: _____

Types of Deferrals

Elective Deferrals of Employee Premiums/Contributions apply: YES ☐ NO ☐

☐ 457 employee and employer contributions

☐ IRA contributions

☐ 125 cafeteria plan, FSAs and HSAs

☐ Other: _____

Types of Benefits

Nontaxable Fringe Benefits of Employees apply: YES ☐ NO ☐

☐ Health plan, dental, vision benefits

☐ Workers compensation premiums

☐ Group term or whole life insurance < \$50,000

☐ Short- or Long-term disability premiums

☐ Other: _____

Mandatory Contributions apply: YES ☐ NO ☐

☐ Defined Benefit employee contributions

☐ MERS Health Care Savings Program employee contributions

☐ Other: _____

Taxable Fringe Benefits apply: YES ☐ NO ☐

☐ Clothing reimbursement

☐ Group term life insurance > \$50,000

☐ Stipends for health insurance opt out payments

☐ Other: _____

Other Benefits / Lump Sum Payments apply: YES ☐ NO ☐

☐ Workers compensation settlement payments

☐ Other: _____

Defined Benefit Plan Adoption Agreement Addendum

EMPLOYER NAME:

DIV:

V. Execution:

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

This foregoing Addendum is hereby approved by

at a Board Meeting which took place on: _____
(mm/dd/yyyy)

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



I understand that approved board minutes are required to complete this request.

Board minutes should be sent to: **DataCollectionProject@mersofmich.com**





County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Norman Frazier
DATE: February 9, 2021
RE: Rose Street Advisors and Blue Cross Blue Shield Fee for Service Agreements

REQUEST:

The request is to approve a renewal with Rose Street Advisors to provide employee benefit consulting services for the period of March 1, 2021 to December 31, 2023.

BACKGROUND:

Rose Street Advisors are responsible for assisting the County Board and advising them on matters pertaining to fringe benefits, and ensuring the County is compliant with all rules and regulation's concerning fringe benefits, In addition, they manage the County's compliance with PA 152 and Affordability Care Act, prepare bid specifications for Life Insurance, Short Term and Long Term Disability Insurance, Dental, Vision and Health Insurance and serve as the County's advocate with third party payer's, which include BCBS.

Rose Street Advisors has been providing these services for close to twenty years. We normally have renewed this agreement to coincide with our benefit plan year. Because we changed our benefit year to be the calendar year, this agreement will end December 31, 2023. Consequently, it is a 2 3/4 year term not a 3 year term as was done in the past.

FINANCIAL IMPACT:

The County will pay a consulting fee of \$3,000 per month. This is an increase from \$2,860 per month.

RECOMMENDATION:

The recommendation is to approve a renewal with Rose Street Advisors to provide employee benefit consulting services for the period of March 1, 2021 to December 31, 2023 at the February 23, 2021 Board of Commissioners meeting and authorize the Board Chair to sign the appropriate documents on its behalf.

ATTACHMENTS:

Description

- ❑ **RSA_ConsultingAgreement_2021**
- ❑ **VBC Agent Fee**

EMPLOYEE BENEFIT CONSULTING SERVICES AGREEMENT

This Agreement made as of March 1, 2021, between the County of Van Buren, a Michigan Governmental Agency with its principal place of business at 219 E. Paw Paw Street, Suite 303, Paw Paw, Michigan, 49079 ("VBC"), and Rose Street Advisors, LLC, a Michigan Limited Liability Company with its principal place of business at 244 North Rose Street, Kalamazoo, Michigan, 49007 ("Consultant").

VBC desires to retain the services of Consultant and Consultant desires to perform certain services for VBC. In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties agree as follows:

1. Scope of Services. RSA will provide assistance with the strategic planning and development of VBC's Corporate Health and Welfare Program including Medical, Prescription Drug, Dental, Life, Disability, Vision, Flexible Spending Accounts, and Wellness components. RSA will advise VBC as to the tactical and operational components necessary to support current and future objectives relative to the program's design, implementation, administration, maintenance and management. Specifically, RSA's services will include the following:

Phase I – Objective Setting

- Collect current and historical data from vendor(s)
- Discuss industry updates, trends and strategies
- Perform demographic analysis
- Conduct plan analysis
- Document and analyze current program provisions
- Availability to assist with Wellness Program, additional benefit design and implementation, and payroll/online benefits enrollment platforms
- Availability to assist with special projects as needed.
- Provide Utilization Summary
- Provide Financial Summary
- Develop Benchmarking Analysis
- Conduct Discovery Interviews
- Available to assist with union negotiations for benefits

Phase II – Design and Funding

- Determine prospective plan specifications
- Facilitate plan design and provision modifications (if applicable)
-

- Present and educate on market and plan trends including, but not limited to, value based insurance designs, direct contracting, etc.
- Compare alternative funding mechanisms (fully insured, partially self funded, HRA, HSA, etc.)
- Evaluate current contribution strategies and proposed alternatives

Phase III – Sourcing

- Compile and cleanse data
- Identify potential markets for consideration
- Develop and distribute RFP
- Manage RFP process
- Facilitate vendor communication/Q&A
- Perform technical and financial evaluation
- Evaluate vendor responses
- Present results and recommendations
- Conduct finalist meetings and/or site visits as required / recommended
- Manage final negotiations

Phase IV – Implementation, Education and Enrollment

- Develop plan and audit processes for vendor implementation
- Participate throughout implementation calls/meetings
- Facilitate and assist in development of wellness committee
- Complete and review applications, amendments and endorsements
- Confirm plan designs
- Coordinate employee open enrollments and educational meetings
- Confirm rates
- Facilitate plan provision changes
- Assist in the preparation of program communications
- Evaluate and identify appropriate medium for delivery of enrollment message
- Coordinate delivery of enrollment materials with the insurer
- Assure that all necessary contracts and/or amendments
- Provide health insurance reform updates and guidance
- Facilitate vendor cancellation, if applicable

Phase V – Program Management

- Provide ongoing operational, administrative support and insurance vendor billing assistance

- Provide annual model notices and regular legislative updates
- Implement quarterly or semi-annual face-to-face vendor meetings to address clinical indicators (vendor performance) and review financial metrics and reporting
- Confirm accuracy of short term and long term program objectives
- Coordinate timeline and collect vendor renewal offers
- Perform renewal analysis and negotiate offers
- Develop renewal summary analysis
- Develop plan design models and rate differentials including budget rates and contributions
- Evaluate internal needs and external opportunities to enhance program design and cost effectiveness through ongoing benchmarking, plan analysis, market evaluation, program sourcing and claims analysis.

2. **Term and Termination.** The term of this Agreement shall be thirty four (34) months which shall commence on March 1, 2021 and shall continue until December 31, 2023 unless sooner terminated:

- a. by RSA for failure of VBC to make a timely payment required in Section 3 within ten (10) days following the receipt by VBC of a written notice from RSA of the failure to pay such amount due or failure of VBC to fulfill its obligations set forth in Section 6.
- b. by VBC for any reason. If for any reason Van Buren County may elect to terminate this contract. Van Buren shall provide RSA thirty days notice of their intentions to terminate said contract. Essentially, this agreement shall be considered a 30 day contract with the opportunity for Van Buren County to terminate said contract at any time and only being financially responsible to pay RSA for the thirty days notification period.
- c. RSA shall be entitled to payment for its services through the effective date of termination.

3. **Fees.** VBC shall pay RSA a consulting fee of \$3,000 per month and agrees that Blue Cross Blue Shield of Michigan (BCBSM) will pay RSA a 3.5% bonus on the stop-loss premiums each month commencing March 1, 2021. The Consulting fee is due on the first (1st) day of each month and will be incorporated within the BCBSM invoice.

On the effective date of this agreement, BCBSM is the health insurance provider for the employees of VBC. So long as BCBSM continues to be the selected health insurance provider the consulting fee will be paid by VBC to BCBSM who shall forward the fee to RSA. It is understood that in the event a new or different carrier or provider is

selected that does not cooperate in a “pass through” fee to RSA from VBC, VBC shall pay the consulting fee directly to RSA.

4. Performance Report Card. No later than December 31st of each year, VBC designated staff will complete a “Consulting Service Client Satisfaction Survey” to provide a measure of RSA’s ability to meet or exceed specific performance standards and expectations. VBC and RSA shall mutually agree on the specific performance measures used in the evaluation. The following rating scale shall be used for each performance measure:

Strongly Agree	SA
Agree	A
Kind Of	K
Disagree	D
Strongly Disagree	SD

5. Obligations of VBC. VBC covenants that it will cooperate, to its extent possible, with RSA and promptly and timely provide information and access to information and personnel necessary for RSA to perform its functions in a timely and professional manner. VBC shall make available to RSA at VBC’s primary site and at VBC’s expense, office space, equipment, supplies and support services reasonably required for the performance of RSA’s duties under this Agreement.

6. RSA HIPAA Business Associate Status. RSA acknowledges that it will have reason to use and/or disclose personal health information as protected by HIPAA and defined at 45 C.F.R. §160.103. RSA further acknowledges that VBC is a “covered entity” and that it is a “business associate” as those terms are defined at 45 C.F.R. §160.103. Accordingly, RSA submits the fully executed Business Associate Agreement attached hereto as Exhibit B and incorporated herein.

7. Confidentiality. RSA and VBC mutually covenant and agree that they shall not, at any time, directly or indirectly, on behalf of any person, firm, partnership or corporation, divulge or disclose for any purposes whatsoever any personally identifiable or protected health information of any individual, any work product or work papers produced as a result of the services provided under this Agreement or any trade secret or proprietary or confidential information of either party including financial statements and projections, business plans and marketing plans that have been obtained by or disclosed to each other as a result of this Agreement.

8. **Ownership of Work Product.** All materials prepared by RSA in the performance of services under this Agreement including, without limitation, analysis, financial reviews and reports shall be the property of RSA and the contents shall not be revealed to any third party without the express consent of RSA. Notwithstanding the foregoing, copies may be retained by VBC for its files.

9. **Relationship of the Parties.** The Parties acknowledge and agree that RSA is acting as an independent contractor. Nothing in this Agreement shall be construed or deemed to create any joint venture, partnership, agency, employer-employee or other relationship between the parties.

10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, relating to the subject matter of this Agreement. No provision of this Agreement may be modified, waived, or deleted unless such waiver, modification or deletion is in writing and is signed by a duly authorized officer of each party.

11. **Severability.** In the event that any provision of this Agreement shall be held or determined to be invalid, illegal or otherwise enforceable, the validity, legality and enforceable of the remaining provisions shall in no way be affected or impaired thereby. A waiver or consent given by either party on any one occasion shall be effective only in that instance and shall not be construed as a bar waiver of any right on any other occasion or instance.

12. **Assignment.** Neither party may sell transfer or assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan without reference to, or application of, its conflict of laws principles.

Rose Street Advisors	County of Van Buren, Michigan
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

AGENT FEE PROCESSING AGREEMENT

This agent fee processing agreement ("Agreement") is effective March 1, 2021, and is made among Blue Cross Blue Shield of Michigan, a Michigan non-profit corporation with offices at 600 Lafayette East, Detroit, Michigan 48226 ("BCBSM"), Van Buren County, Michigan with offices at 219 E. Paw Paw Street, Paw Paw, MI 49079 ("Group") and Rose Street Advisors, LLC with offices at 244 N. Rose Street, Kalamazoo, MI 49007 ("Agent").

Whereas, Group and Agent have negotiated an agent fee ("Agent Fee") that Group will pay Agent; Whereas, BCBSM is willing to assist Group with the payment process of the Agent Fee;

Now therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

1. Group and Agent have negotiated and agreed to the following Agent Fee for the period beginning March 1, 2021 until terminated by any party as set forth below:
 - a. \$ _____ per month; or
 - b. \$ _____ per contract per month (only for non-quarterly settled Groups)
2. Group and Agent acknowledge and agree that such Agent Fee is reasonable compensation for Agent's services.
3. In addition to the services that BCBSM performs pursuant to an administrative services contract ("ASC") with Group, BCBSM is willing to assist Group with the payment process for the Agent Fee.
4. BCBSM will add the Agent Fee to Group's ASC invoice as follows:
 - a. If Group's ASC is a weekly or monthly invoice program, the Agent Fee will be added to the invoice that contains the ASC administrative fee;
 - b. If Group's ASC is a quarterly settled weekly or quarterly settled monthly invoice program, each month the Agent Fee will be set forth on BCBSM's eBookshelf or eBilling website (Note: Group's Quarterly Payment Schedule will not reflect the Agent Fee, however, the Group's quarterly reconciliation will include a separate line item for the Agent Fee payments that were made in the previous quarter);
 - c. If Group's ASC is an advance deposit program or monthly cap program, each month the Agent Fee will be set forth on BCBSM's eBookshelf or eBilling website;
5. Group will pay BCBSM the Agent Fee in addition to Group's required ASC payments and on the same schedule, terms and conditions as set forth in the ASC.
6. BCBSM will process all Agent Fee payments on a pass-through basis and BCBSM will only pay the Agent if BCBSM receives such amount from Group. BCBSM will report the Agent Fee to Group for Group's Form 5500. BCBSM will also report the Agent Fee to the Internal Revenue Service and issue Form 1099s to the Agent.
7. Group may change the Agent and/or Agent Fee by completing and giving BCBSM a new, fully executed Agent Fee Agreement 30 days prior to the 1st of the month in which the new Agent and/or Agent Fee will be payable.
8. Group and Agent acknowledge that BCBSM's process does not allow for any retro-changes to the Agent or Agent Fee.
9. This Agreement may be terminated by any party by giving the other parties 30 days prior written notice.
10. The terms and conditions of this Agreement shall be confidential and shall not be disclosed or released to any third party without the prior written consent of all parties.

11. General Terms.

- a. Waiver. The failure of any party at any time to require performance of any provision of this Agreement shall not affect in any way that party's full right to require such performance at any time thereafter.
- b. Compliance with Laws. Agent shall comply with all state and federal laws and regulations applicable to Agent's representation of BCBSM. Agent shall also comply with all rules and instructions issued by BCBSM, including but not limited to underwriting rules, regarding the marketing, sale and servicing of any Products offered through BCBSM.
- c. Severability. If any provision of this Agreement is invalid, illegal, or unenforceable for any reason, that provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.
- d. Merger Clause. This Agreement shall be the entire agreement of the parties and supersedes all previous agreements whether oral or written among BCBSM, Group and Agent.
- e. Assignment. The Agent Fee shall not be assignable to any third party without the prior written consent of all parties.
- f. Law. This Agreement is entered into in the State of Michigan and shall be construed according to the laws of Michigan.
- g. Amendment. This Agreement may be amended only by a written amendment duly executed by authorized representatives of each party.
- h. Warranties. BCBSM MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF ITS SERVICES OR DELIVERABLES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ITS PERFORMANCE.
- i. Indemnification. Group and Agent shall indemnify, defend, and hold BCBSM harmless from and against any and all claims, actions, loss, damage, liability, cost or expense resulting from Group or Agent's acts or omission with respect to this Agreement, unless caused by BCBSM's gross or willful misconduct. In addition, BCBSM shall not be liable for any indirect, incidental, reliance, special, consequential or punitive damages (including lost revenue, lost profit, or loss of business opportunity) of any Party, including third parties, whether or not such damages are foreseen or unforeseen.

Group

Agent

Signature

Signature

Print Name and Title

Print Name and Title

Date: _____

Date: _____

Blue Cross Blue Shield of Michigan

Signature

Print Name and Title

Date: _____