



AGENDA
Administrative Affairs Committee
Van Buren County

1. Call to Order

- A. Zoom Meeting Information

2. Additions/Deletions

3. Approval of Agenda

4. Approval of Minutes

- A. Minutes - January 12, 2021

5. Agenda Items

- B. Engagement, Inclusion and Belonging Discussion
- C. Palisades Community Advisory Panel (CAP)
- D. .gov Email Rollout
- E. Medical Examiner - WMU Med Contract Renewal

6. 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
Administrative Affairs Committee Meeting

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, Tuesday, February 09, 2021 at 2:00 pm, the Administrative Affairs Committee meeting 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 09, 2021 02:00 PM Eastern Time (US and Canada)

Topic: Administrative Affairs Committee

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86214729783>

Or iPhone one-tap :

US: +13017158592,,86214729783# or +13126266799,,86214729783#

Or Telephone:

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

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

Webinar ID: 862 1472 9783

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
Administrative Affairs Committee Meeting

TO:

FROM:

DATE: February 9, 2021

RE:

ATTACHMENTS:

Description

☐ **Minutes**



AGENDA

Administrative Affairs Committee Meeting Minutes

Van Buren County

1. Call to Order

Committee members present: Commissioner Patterson-Gladney from her home office in South Haven, Commissioner Peat from his home office in Paw Paw, and Commissioner Schincariol.

Others in attendance: Administrator Faul, Anna Cerven, Commissioner Doroh, Commissioner Hanson, Commissioner Chappell, Commissioner Godfrey, Tim McGee, Lt. Kirk, and Todd Skinner.

A. Zoom Meeting Information

2. Additions/Deletions

3. Approval of Agenda

Motion to accept the agenda as presented by Commissioner Peat; Supported by Commissioner Schincariol; Motion: Carried

4. Approval of Minutes

Motion to approve minutes from October 13, 2020 by Commissioner Schincariol; Supported by Commissioner Peat; Motion: Carried

A. Minutes - October 13, 2020

5. Agenda Items

B. Economic Development Corporation Reappointment

The request is to reappoint Tom Stanek to the Economic Development Corporation.

Discussion ensued.

Recommended to CoW 1-26-2021/BoC 2-9-2021

Motion by Commissioner Peat; Supported by Commissioner Schincariol; Motion: Carried

C. Non-Attorney Magistrate Appointment

The request is to approve the Court's appointment of the new District Court Administrator, Robyn Papaioannou as a non-attorney magistrate for Van Buren County's 7th District Court.

Recommended to CoW 1-26-2021/BoC 2-9-2021

Motion by Commissioner Peat; Supported by Commissioner Schincariol; Motion: Carried

D. Local Emergency Planning Committee (LEPC) Bylaws Update

Lt. Kirk presented the updates made to the LEPC bylaws.

Discussion ensued.

Recommended to CoW 1-26-2021/BoC 2-9-2021

Motion by Commissioner Schincariol; Supported by Commissioner Peat; Motion: Carried

E. VHF Radio Project - Tower Site Lease Agreements

Tim McGee presented the request to approve Tower Site Lease agreements with Columbia

Township, Covert Township, Gobles City, Oxley Farms, Paw Paw Village and South Haven Area Water/Sewer Authority.

Discussion ensued.

Recommended to CoW 1-26-2021/BoC 2-9-2021

Motion by Commissioner Schincariol; Supported by Commissioner Peat; Motion: Carried

F. CivicClerk - Agenda/Minutes Software

Administrator Faul and Anna Cerven introduced CivicClerk as a proposal to replace our current agenda setting software Novus.

This pricing is only valid through January.

Discussion ensued.

Recommended to CoW 1-12-2021/BoC 1-26-2021

Motion by Commissioner Peat; Supported by Commissioner Schincariol; Motion: Carried

G. Palisades Community Advisory Panel (CAP)

The request is to establish a County based Community Advisory Panel (CAP) in preparation for the closure of Palisades Power Plant.

Discussion ensued.

The recommendation is to review the draft membership list and Bylaws and recommendations for further discussion and direction at the February 9, 2021 Administrative Affairs Committee.

Motion by Commissioner Peat; Supported by Commissioner Schincariol; Motion: Carried.

6. Adjournment

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County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: John Faul
DATE: February 9, 2021
RE: Engagement, Inclusion and Belonging Discussion

REQUEST:

The request is to discuss County engagement, inclusion and belonging informational resources.

BACKGROUND:

Administration was directed to discuss with Erin Wright, Kinexus, how they are addressing diversity questions and training.

In summary, she recommended a process that begins with leadership who receives training on engagement, inclusion and belonging then sets policy and filters that training to staff.

In addition to developing a sense of engagement, inclusion and belonging, she also recommended a review of the hiring process to be more deliberate including updating applications and posting locations, and ensuring interview panels represent the community we serve.

The first step would be to develop an engagement survey of employees to set a baseline of how included employees feel, which will be used to develop inclusivity and belonging training opportunities.

Because this will be a long term intentional process, the suggestion is to engage our human resources consultant, Rose Street Advisors, to give the Board a presentation on the engagement process with the ultimate goal of developing programs to make employees and customers feel more included and welcomed.

We've been advised that Rose Street Advisors does not provide this type of service. Administration is requesting further direction from the Board.

FINANCIAL IMPACT:

At this point there is no financial impact although training programs, if recommended, will be paid from training budgets.

ATTACHMENTS:

Description

- **EE04-VBC_Census-County**

▢ **EE04-VBC_Census-County_Chart**

Full-Time Employees

		Annual Salary		Race / Ethnicity												
Job Categories		Non-Hispanic or Latino		Male						Female						
		Male	Female	White	African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	Total
Officials & Administrators	\$ 0.1 - 15.9			7						1						8
	\$16.0 - 19.9															
	\$20.0 - 24.9															
	\$25.0 - 32.9															
	\$33.0 - 42.9															
	\$43.0 - 54.9			3						4						7
	\$55.0 - 69.9			4						3						7
	\$70.0 Plus			9		1				4	1					15
Total		0	0	23	0	1	0	0	0	11	2	0	0	0	0	37
Professionals	\$ 0.1 - 15.9															
	\$16.0 - 19.9															
	\$20.0 - 24.9															
	\$25.0 - 32.9															
	\$33.0 - 42.9															
	\$43.0 - 54.9			3						1						4
	\$55.0 - 69.9			7						5	1					13
	\$70.0 Plus	1		12						3						16
Total		1	0	22	0	0	0	0	0	9	1	0	0	0	0	33
Technicians	\$ 0.1 - 15.9															
	\$16.0 - 19.9															
	\$20.0 - 24.9															
	\$25.0 - 32.9															
	\$33.0 - 42.9			1												1
	\$43.0 - 54.9	1		5						1						7
	\$55.0 - 69.9			13						1						14
	\$70.0 Plus			1												1
Total		1	0	20	0	0	0	0	0	2	0	0	0	0	0	23
Protective Service	\$ 0.1 - 15.9			1						1						2
	\$16.0 - 19.9															
	\$20.0 - 24.9															
	\$25.0 - 32.9															
	\$33.0 - 42.9			2						2						4
	\$43.0 - 54.9			21	1					8						30
	\$55.0 - 69.9		1	21	2					1						25
	\$70.0 Plus															
Total		0	1	45	3	0	0	0	0	12	0	0	0	0	0	61
Administrative Support	\$ 0.1 - 15.9															
	\$16.0 - 19.9															
	\$20.0 - 24.9															
	\$25.0 - 32.9															
	\$33.0 - 42.9	1	1	4						2						3
	\$43.0 - 54.9	1	1	7						31	1					38
	\$55.0 - 69.9									32						41
	\$70.0 Plus			1						3					1	4
Total		2	2	12	0	0	0	0	0	68	1	0	0	0	1	86

Annual Salary		Race / Ethnicity															
Job Categories		Non-Hispanic or Latino		Male						Female							
		Male	Female	White	African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	Total	
Service & Maintenance	\$ 0.1 - 15.9																
	\$16.0 - 19.9																
	\$20.0 - 24.9																
	\$25.0 - 32.9																
	\$33.0 - 42.9			8						1		1					10
	\$43.0 - 54.9									1							1
	\$55.0 - 69.9																
	\$70.0 Plus																
Total		0	0	8	0	0	0	0	0	2	1	0	0	0	0	11	
Full Time Totals:		4	3	130	3	1				104	5				1	251	

Other Than Full-Time Employees

Race / Ethnicity																
Non-Hispanic or Latino		Male							Female							
Male	Female	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	Total		
Officials & Administrators																
Professionals																
Technicians																
Protective Service			25	1					1					27		
Administrative Support		1	2						11					14		
Service & Maintenance			11	2			1		7	3				24		
Other Than Full Time Totals:		1	38	3			1		19	3				65		

ALL EMPLOYEES	Non-Hispanic or Latino	Male								Female							
		Male	Female	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races	Total	
Ethnicity All Employees		4	4	168	6	1	0	0	1	123	8	0	0	0	1	316	

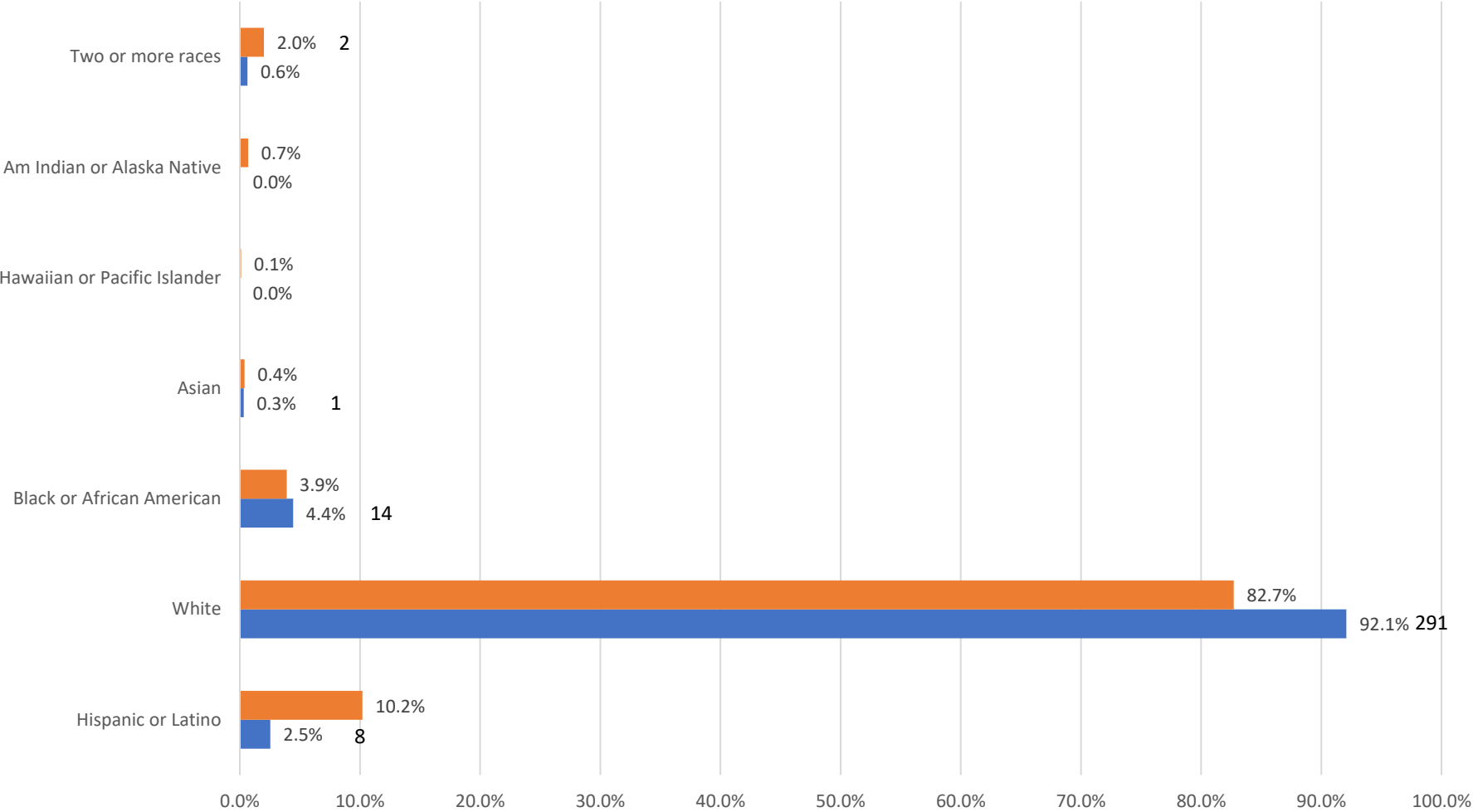
Ethnicity Breakdown By Category

Officials & Administrators	0	0	23	0	1		0	0	0	11		2	0	0	0	37
Professionals	1	0	22	0	0		0	0	0	9		1	0	0	0	33
Technicians	1	0	20	0	0		0	0	0	2		0	0	0	0	23
Protective Service	0	1	70	4	0		0	0	0	13		0	0	0	0	88
Administrative Support	2	3	14	0	0		0	0	0	79		1	0	0	1	100
Service & Maintenance	0	0	19	2	0		0	0	1	9		4	0	0	0	35

Total Male and Female

Male	180
Female	136

Census versus Van Buren County Government Ethnicity Comparison



	Hispanic or Latino	White	Black or African American	Asian	Hawaiian or Pacific Islander	Am Indian or Alaska Native	Two or more races
Census	10.2%	82.7%	3.9%	0.4%	0.1%	0.7%	2.0%
County	2.5%	92.1%	4.4%	0.3%	0.0%	0.0%	0.6%

Census County



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: John Faul
DATE: February 9, 2021
RE: Palisades Community Advisory Panel (CAP)

REQUEST:

The request is to establish a County based Community Advisory Panel (CAP) in preparation for the closure of Palisades Power Plant, the transfer of ownership from Entergy to Holtec, and the resultant Nuclear Regulatory Commission (NRC) decommissioning process.

BACKGROUND:

The decommissioning of Palisades will begin following the plant's closure and reactor defueling in 2022 under continued regulation of the U.S. Nuclear Regulatory Commission (NRC). Under federal law, Palisades must be decommissioned by safely removing the unit from service and reducing residual radioactivity to a level that permits release of the property for unrestricted reuse. Per the NRC, the federal government has strict rules governing nuclear power plant decommissioning, involving cleanup of radioactively contaminated plant systems and structures, and removal of the plant's spent fuel. These federal requirements protect workers and the public during the entire decommissioning process and once completed. By federal law, the decommissioning of a nuclear plant must be completed within 60 years of permanently ceasing operations.

The permanent plant shutdown, reactor defueling, decommissioning, site remediation, spent fuel management and removal, and potential site reuse, among other issues at the Palisades Power Plant, are issues of public interest. In response, it is recommended that the Board of Commissioners form a Palisades Community Advisory Panel (CAP) to provide for open communication, public involvement, and education issues related to the Palisades Power Plant shutdown and decommissioning.

At the December 8, 2020 Committee of the Whole meeting, the Board approved the formation of the CAP and instructed staff to work on the details of the Bylaws and membership, and report back to the Administrative Affairs Committee for further discussion and direction. Membership is to reflect diverse interests, backgrounds and areas of professional expertise including State, Tribal and Local Units of Government; Public Health; Education; the Environment; Emergency Preparedness; Labor; Business; the General Public; and Plant Owners.

FINANCIAL IMPACT:

RECOMMENDATION:

The recommendation is to review the draft membership list and Bylaws and recommendations for further discussion and direction at the February 9, 2021 Administrative Affairs Committee with the goal of the full Board formally establishing the CAP in the first quarter of 2021.

ATTACHMENTS:**Description**

- ▢ **PalisadesCAP_Charter_2021DRAFT**
- ▢ **PalisadesCAP_Membership_2021DRAFT**

PALISADES COMMUNITY ADVISORY PANEL CHARTER

I. PURPOSE

- A. The Community Advisory Panel (CAP) is established to provide for open communication, public involvement, and education on decommissioning issues for the Palisades Power Plant in Covert Township, Van Buren County, Michigan. The CAP will serve as a channel of community involvement with Palisades.
- B. The CAP will evaluate and comment upon data and other information provided by Palisades and other reliable official sources. Information provided by Palisades may include (1) publicly available information regarding the balance of the Palisades nuclear decommissioning trust fund; (2) the status of decommissioning activities (including spent nuclear fuel management and site restoration work); and (3) filings submitted to the U.S. Nuclear Regulatory Commission (NRC).
- C. The NRC has exclusive jurisdiction over the radiological decommissioning of nuclear facilities. Therefore, the CAP will function in an advisory capacity and shall have no role in directing the decommissioning or related work at Palisades. Palisades will consider advice or recommendations made by the CAP, but it has no obligation to act on such advice or recommendations.

II. ORGANIZATION AND MEMBERSHIP

- A. Membership
 - 1. The CAP will reflect the diverse viewpoints of residents within the Palisades primary Emergency Planning Zone (EPZ), which includes portions of Allegan, Berrien, and Van Buren counties.
 - 2. The CAP will consist of thirty-three (33) members as follows:
 - i. Three (3) members of the Van Buren County Board of Commissioners, to be selected by the Van Buren County Boards of Commissioners;
 - ii. The Administrator of Van Buren County, or his or her designee;
 - iii. The Administrator of Berrien County, or his or her designee;
 - iv. The Supervisor of Covert Township, or his or her designee;
 - v. The Supervisor of South Haven Township, or his or her designee;
 - vi. The City Manager of the City of South Haven, or his or her designee;
 - vii. The Tribal Council Chairman of the Pokagon Band of Potawatomi, or his or her designee;
 - viii. The Van Buren County Drain Commissioner, or his or her designee;
 - ix. The Superintendent of Covert Public Schools, or his or her designee;
 - x. The Superintendent of the Van Buren Intermediate School District, or his or her designee;
 - xi. The County Health Officer/Administrator for the Van Buren-Cass District Health Department, or his or her designee;

- xii. One (1) representative of the Van Buren District Library board;
 - xiii. Three (3) members representing law enforcement/emergency preparedness agencies for the Palisades 10-mile EPZ, including one (1) representative from each Allegan, Berrien, and Van Buren counties;
 - xiv. One (1) representative of the Michigan Department of Environment, Great Lakes, and Energy – Radiological Emergency Preparedness Unit;
 - xv. One (1) representative of the Michigan Department of Natural Resources – Saugatuck Dunes and Van Buren State Park;
 - xvi. One (1) representative of the Michigan Public Service Commission;
 - xvii. One (1) representative of the Utility Workers Union of America (UWUA) who is a present employee at Palisades;
 - xviii. One (1) representative of the United Government Security Officers of America (UGSOA) who is a present employee at Palisades;
 - xix. One (1) representative of the Laborers International Union of North America (LiUNA), to be selected by the Business Manager of the Local 355;
 - xx. Two (2) representatives of the licensee and owner of Palisades;
 - xxi. Two (2) representatives from Southwest Michigan-based conservation/environmental organizations, to be selected by the Van Buren County Board of Commissioners;
 - xxii. One (1) representative of a Southwest Michigan-based Lake Michigan homeowners association, to be selected by the Van Buren County Board of Commissioners;
 - xxiii. Two (2) representatives organizations representing the local business community, to be selected by the Van Buren County Board of Commissioners;
 - xxiv. Three (3) citizen representatives, including one (1) from each Covert Township, South Haven Township, and the City of South Haven, to be selected by the Van Buren County Boards of Commissioners.
3. For the members identified in paragraphs (i) through (xi), above, membership on the CAP extends to them for the duration of their time serving in their official position. Membership on the CAP is conferred on the basis of their election or appointment to the position listed and not to any of them in their individual or personal capacity. Where as stated, said membership may be delegated, assigned, or otherwise transferred to another person.
4. For the members identified in paragraphs (xii) through (xx), above, membership on the CAP shall be conferred by the organization named, with the understanding that a CAP member(s) so appointed should serve on the panel for at least two (2) years.
5. For the members identified in paragraphs (xxi) through (xxiv), above, membership on the CAP shall be for a minimum two (2) year term. Said membership cannot be delegated, assigned, or transferred to another person.
6. Termination of membership will automatically occur in the event that three (3) consecutive CAP meetings have been missed without prior notification to and approval by the Chairperson.

7. Membership shall be resigned by writing to the Chairperson of the CAP. The Chairperson shall immediately forward a copy of such resignation letter to the Palisades Government Affairs Department and the represented body.
 8. Member vacancies will be filled by the same way they were originally filled. All vacancies must be filled consistent with the criteria for membership stated above. The term of a member filling a vacancy will end at the same time as it would have for the member being replaced. Vacancies created by the expiration of a member's term will be filled as stated in this section.
- B. OFFICERS - A Chairperson and Vice-Chairperson shall be selected by the Van Buren County of Board of Commissioners.
- C. COMMITTEES - Committees, sub-committees, or similar working groups may be designated by the Chairperson as needed to carry out the work of the CAP. Such committees, subcommittees, or working groups serve at the discretion of the Chairperson.
- D. DUTIES
1. Chairperson shall perform the following duties:
 - i. Call meetings of the CAP.
 - ii. Prepare and/or approve agenda for meetings.
 - iii. Preside at CAP meetings.
 - iv. Appoint Secretary of CAP and provide for the keeping of meeting minutes in the Secretary's absence.
 - v. Certify the accuracy of meeting minutes after approval by CAP membership.
 - vi. Submit to the Palisades Government Affairs Department all recommendations adopted by the CAP.
 - vii. Forward member resignation letters to the Palisades Government Affairs Department and the selecting body.
 2. Vice-Chairperson shall perform all the duties of the Chairperson in his/ her absence.
 3. Secretary shall perform the following duties:
 - i. Keep minutes of all CAP meetings including a record of members present and a complete and accurate description of matters discussed and conclusions reached.
 - ii. Provide the originals of all CAP records to the Palisades Government Affairs Department for retention and public inspection.
 - iii. Work with Palisades to ensure the smooth flow of information to the CAP and public.

III. MEETINGS

- A. Frequency - The CAP will meet on an as-needed basis, but no more than four (4) times per calendar year or as called by the Chairperson.
- B. Open Meetings - All CAP meetings will be open to the public.

1. All meetings will have a public comment period.
 2. Issues brought before the CAP that are not on the meeting agenda will only be added to that meeting's agenda following an affirmative vote of two-thirds of all CAP members. If the vote falls short of the two-thirds majority, the issue will be placed on the agenda of the next CAP meeting.
 3. Meetings will be announced a minimum of one (1) week in advance. Meeting agendas and other materials sent to CAP members prior to meetings will be available to the public one (1) week in advance at a designated webpage.
- C. Reimbursement - Members of the CAP will not be reimbursed for travel or other expenses incurred by them in the performance of their duties as members.
- D. Quorum – Seventeen (17) members will constitute a quorum for a meeting of the CAP at which a vote or other official action is to be taken. In the absence of a quorum, the CAP may convene the meeting and adjourn until such time as a quorum is present. No official action may be undertaken by the CAP at a meeting which lacks a quorum.
- E. Majority Vote - Wherever this Charter refers to a "majority vote," it means a simple majority of the seventeen (17) members of the CAP. "Majority vote" does not mean a majority of the CAP members present and voting at a particular meeting. If no quorum is present, the CAP cannot vote on any matter, except adjournment, or take any official action of any kind. Minority reports will be part of the CAP record.
- F. Rules - Roberts Rules of Order will govern all CAP meetings.
- G. Minutes - Minutes shall be kept of all CAP meetings and will include a record of members present, a complete and accurate description of matters discussed and conclusions reached, and copies of all reports received, issued or approved by the CAP.
- H. Records - The records of the CAP consist of this Charter, meeting agendas, meeting minutes, reports submitted to or drafted by the CAP, studies made available to or prepared by the CAP, correspondence to or from the CAP. All such records shall be made available to the public. As appropriate, records may also be available on a web site (or portion of a web site) dedicated to the Palisades decommissioning project.

IV. TERM

- A. The CAP shall exist and operate for an initial term of six (6) years, beginning January X, 2021, and ending January X, 2027. The continuation of the CAP beyond its initial term shall be determined by the CAP at a public meeting convened no earlier than December 31, 2025.

Charter #	Charter Type	First Name	Last Name	Organization	Title	Phone	Email	Notes	
1	I (3)	VBC Board of Commissioners	Richard	Godfrey	Van Buren County Board of Commissioners	Chair	269-251-8342	godfreyr@vbco.org	
2	I (3)	VBC Board of Commissioners	Gail	Patterson-Gladney	Van Buren County Board of Commissioners	Commissioner	269-598-0366	gladneyg@vbco.org	Represents Covert, South
3	I (3)	VBC Board of Commissioners	Mike	Chappell	Van Buren County Board of Commissioners	Commissioner	269-208-1526	chappellm@vbco.org	
4	ii (1)	Administrator VBC	John	Faul	Van Buren County	Administrator	269-657-8253	admin@vbco.org	
5	iii (1)	Administrator Berrien	Brian	Dissette	Berrien County	Administrator	269-214-0747	bdissette@berriencounty.org	Former South Haven City
6	iv (1)	Supervisor Covert Twp	Dennis	Palgen	Covert Township	Supervisor	269-764-8986	supervisor@coverttwp.com	
7	v (1)	Supervisor South Haven Twp	Ross	Stein	South Haven Township	Supervisor	269-637-6746	steins1983@gmail.com	
8	vi (1)	City Manager South Haven	Kate	Hosier	City of South Haven	Manager	269-637-0775	khosier@south-haven.com	
9	vii (1)	Tribal Council Chair Pokagon Band	Matt	Wesaw	Pokagon Band of Potawatomi	Chair	269-462-4241	matthew.wesaw@pokagon.com	
10	viii (1)	VBC Drain Commissioner	Joe	Parman	Van Buren County	Drain Commissioner	269-657-8241	parmanj@vbco.org	Soil Erosion and Sedimentation Control Program
11	ix (1)	Superintendent Covert Public Schools	Yolanda	Brunt	Covert Public Schools	Superintendent	269-764-3711	brunty@covertps.org	
12	x (1)	Sperintendent VBISD	TBD	TBD	Van Buren Intermediate School District	Superintendent			
13	xi (1)	Health Officer VBCDHD	Jeffery	Elliott	Van Buren-Cass District Health Dept.	Health Officer/Administrator	269-657-3101	jeffe@vbcassdhd.org	
14	xii (1)	VBDL	Bruce	Cutting	Van Buren District Library Board	Chair	269-657-4720	cutting@ontrakcom.com	

	Charter #	Charter Type	First Name	Last Name	Organization	Title	Phone	Email	Notes
15	xiii (3)	Emergency Preparedness	Robert	Kirk	Van Buren County Office of Domestic Preparedness	Lieutenant	269-657-7786	kirkr@vbco.org	
16	xiii (3)	Emergency Preparedness	Rockey	Adams	Berrien County Emergency Management	Captain	269-313-0492	radams1@berriencounty.org	
17	xiii (3)	Emergency Preparedness	Scott	Corbin	Allegan County Emergency Management		269-673-0571	scorbin@allegancounty.org	
18	xiv (1)	M-EGLE, REP	TBD	TBD	Michigan Dept. of Environment, Great Lakes, and Energy	TBD			Radiological preparedness unit
19	xv (1)	MDNR - VBSP	Gary	Jones	Michigan Dept. of Natural Resources	Plainwell District Supervisor	269-204-7044	jonesg@michigan.gov	Saugatuck Dunes and Van Buren State Park
20	xvi (1)	Michigan Public Service Commission	TBD	TBD	Michigan Public Service Commission	TBD			Operations and wholesale markets
21	xvii (1)	UWUA	George	Stieber	Utility Workers Union of America Local 150	Vice President	269-808-0813	gstiebe@entergy.com	Onsite non-security bargaining unit
22	xviii (1)	UGSOA	Cole	Brevis	United Government Security Officers of America	Security Officer		cbrevis@entergy.com	Onsite security bargaining unit
23	xix (1)	LiUna	Arlandar	Washington	Laborers International Union of North America Local 355	Business Mananger	269-317-4497	wash355@gmail.com	SWMI construction laborers at Palisades
24	xx (2)	Palisades	TBD	TBD	Entergy	TBD		nculp@entergy.com	Palisades Site Vice President of Decom Dir.
25	xx (2)	Palisades	TBD	TBD	Entergy	TBD		nculp@entergy.com	Company representative
26	xxi (2)	Conservation/Environmental Org	Peter	Ter Louw	Southwest Michigan Land Conservancy	President/Exec. Dir.	269-324-1600	terlouw@swmlc.org	

	Charter #	Charter Type	First Name	Last Name	Organization	Title	Phone	Email	Notes
27	xxi (2)	Conservation/Environmental Org	Carl	Druskovich	Van Buren Conservation District	Board Member	269-423-7342	cdruskovich@gmail.com	DDS; Hamilton Township Supervisor
28	xxii (1)	Homeowners Assoc.	Don	Olendorf	Lake Michigan Shore Homeowners Association	Member	269-208-9286	donolendorf@gmail.com	
29	xxiii (2)	Business	Kathy	Wagaman	South Haven Area Chamber of Commerce	Executive Director	269-637-5171	director@southhavenmi.com	
30	xxiii (2)	Business	Al	Pscholka	Kinexus	Vice President	269-927-1064	alpscholka@comcast.net	Former member Michigan House of Rep.
31	xxiv (3)	Citizen - Covert Twp	Wayne	Rendell	Covert Townshiop	Resident	269-487-6313	mkr12450@hotmail.com	Covert Community Foundation; former Supervisor
32	xxiv (3)	Citizen - SH Twp	Mike	DeGrandchamp	South Haven Township	Resident			
33	xxiv (3)	Citizen - SH City	Robert	Burr	City of South Haven	Resident	616-405-2323	r.burr2@frontier.com	Tourism Bureau; former Mayor

Others Who Have Expressed Interest

Michael Dambrowski, Cover Twp

John Egelhaaf, Southwest Michigan Planning Commission

Beth Warsco, South Have/Business



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Administrative Affairs Committee
FROM: Charles Norton
DATE: February 9, 2021
RE: .gov Email Rollout

REQUEST:

The request is to discuss and advise on the rollout of the new .gov email addresses.

BACKGROUND:

Recently, the Board of Commission approved the purchase and implementation of two new .gov domains: *vanburencountymi.gov* and *vanburencounty-mi.gov*. The intention was and is to launch this new digital branding to coincide with the introduction of the County's new website on or around March 1st, 2021.

The purpose of this discussion is to seek board feedback and direction on how to roll out the new email addresses associated with *vanburencountymi.gov*. Currently all users with existing *vbco.org* email address can already receive email at their corresponding .gov email address.

For example, email sent to *nortonc@vbco.org*, *nortonc@vanburencountymi.gov*, and *nortonc@vanburencounty-mi.gov* will all be delivered to the same inbox. Outgoing email, however, currently only comes from the *vbco.org* email address.

I propose that *vanburencountymi.gov* email addresses be made primary at the same time as the new website launch as this will help complete a comprehensive move to the new digital brand.

When the .gov domain is made primary, incoming emails to *vbco.org* will still be received as normal until such time as the County sees fit to disable them. There is no cost in retaining the *vbco.org* email address.

Some considerations:

- Time needed for staff to update their information with outside contacts
- Letterhead and business cards updates



County Administrator Agenda Item
Administrative Affairs Committee Meeting

TO: Board of Commissioners
FROM: John Faul
DATE: February 9, 2021
RE: Medical Examiner - WMU Med Contract Renewal

REQUEST:

The request is to approve a four year contract renewal with the Western Michigan University Homer Stryker M.D. School of Medicine (WMed) for Medical Examiner services.

BACKGROUND:

This is a renewal of a contract originally entered into in 2017. Previously the duties were performed as part of the Sheriff's Office. The Sheriff supports renewing the contract because it has been shown it has improved services to the public at a lower cost to the County.

FINANCIAL IMPACT:

The total cost for the first year will be \$82,599, which is the same as last year. Each subsequent year, as in the last contract, will have a 2% per year escalator clause.

RECOMMENDATION:

The recommendation is to refer this to the February 23, 2021 Committee of the Whole for full Board discussion and approval, including authorization of the Board Chair to sign the appropriate documents, at the March 9, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▣ **Contract**

MEDICAL EXAMINER SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of March, 2021, by and between the **COUNTY OF VAN BUREN**, a municipal corporation and political subdivision of the State of Michigan, located at Administration & Land Services Building, 2nd Floor, 219 Paw Paw Street, Suite 201, Paw Paw, MI 49079, (hereinafter referred to as the "County") and **WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE**, located at 1000 Oakland Drive, Kalamazoo, Michigan 49008-8052 (hereinafter referred to as the "Contractor"), referred to individually as "Party" and collectively, from time-to-time as "Parties".

RECITALS:

WHEREAS, the Van Buren County Board of Commissioners appointed Dr. Joyce deJong, (Contractor's employee) as Medical Examiner, pursuant to Section I of Act No. 181 of Public Acts of 1953, as amended (MCL 52.201 et seq), subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor will accept such appointment on behalf of Dr. Joyce deJong subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, by and between the parties as follows:

1. General Scope of Services

The Contractor, as the County's Medical Examiner, shall provide the County with the following services:

- A. All services required of the County Medical Examiner as described in and required by the laws of the State of Michigan, including, but not limited to, the investigation and certifications of all persons whose deaths are within the jurisdiction of the County's Medical Examiner.
- B. The provision of all necessary forensic pathology and forensic anthropology as needed to investigate deaths reported using standards established by the National Association of Medical Examiners. (Forensic toxicology and other forensic consultants may be subcontracted to other agencies or individuals whose qualifications meet the requirements of NAME Accreditation.)
- C. Provide necessary communications and be available to respond to the inquiries of prosecuting attorneys, criminal defense attorneys, law enforcement agencies, funeral directors, health care institutions and their professional staffs, and involved citizens and families regarding particular death investigations and general procedures.
- D. Make recommendations for appointment as needed, validate the qualifications, assure the special and continuing education, and direct the official activities of all persons (deputy

medical examiners, forensic pathologists, medical examiner investigators, etc.) providing professional services to the County's Medical Examiner's Office.

- E. Conduct investigations of all reported deaths pursuant to the requirements of the laws of the State of Michigan for county medical examiners and according to professionally accepted criteria.
- F. Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorney of Van Buren County for postmortem examinations conducted under this jurisdiction, for deaths occurring in Van Buren County, at no additional expense for time worked to the local governmental unit of the prosecuting attorney requesting such testimony.

2. Appointment of Medical Examiners

The County and the Contractor hereby appoint Joyce deJong DO as the County's Medical Examiner; Joseph Prahlow MD, Theodore Brown MD, Elizabeth Douglas MD, Amanda Fisher-Hubbard MD, and Brandy Shattuck MD, as the County's Deputy Medical Examiners, subject to the approval of the County's Board of Commissioners.

- A. The Medical Examiner is licensed to practice medicine in the State of Michigan, board certified by the American Board of Pathology in Forensic Pathology, and has at least two years of forensic pathology work experience beyond forensic pathology residency/fellowship training.
- B. The Deputy Medical Examiners responsible for postmortem examinations and autopsies are licensed to practice medicine in the State of Michigan and board certified by the American Board of Pathology in Forensic Pathology (or, in the event a new DME is hired, will achieve board certification within 24 months of appointment as a DME).
- C. At least one DME with qualifications similar to those of the Medical Examiner is available when the Medical Examiner is not available.

3. Postmortem Examinations and Death Certifications

- A. The ME or a DME will complete all postmortem examinations and death certifications.
- B. A physician with the qualifications of a DME who is awaiting appointment as a DME by the Van Buren County Board of Commissioners, following a formal request for such appointment by the ME to the Van Buren County Health Officer, may perform postmortem examinations under the supervision of the ME or DME. or a physician-in-training who has completed a pathology residency and is a part of the fellowship training program at WMed may perform postmortem examinations under the supervision of the ME or DME. All postmortem examinations will be signed by the ME or DME. Death certification and other official duties of the Medical Examiner may not be performed by the individual awaiting appointment until such appointment is granted or by a physician in fellowship training.

- C. The ME or DME will conduct postmortem examinations of all bodies pursuant to the requirements of the State of Michigan and according to professional standards established by the National Association of Medical Examiners.

4. Medical Examiner Investigators

The contractor shall ensure that:

- A. Within six (6) months of initiating the contract, a sufficient number of Medical Examiner Investigators (MEIs) are available to respond to death scenes in a timely manner (within one (1) hour of being contacted by Central Dispatch for at least 90% of the deaths reported).
- B. The MEIs will conduct their investigations based on national guidelines as published by the Department of Justice.

5. Autopsy Reports

The contractor shall ensure that:

- A. Ninety percent (90%) of autopsies and external examinations are performed within 48 hours from the time the decedent is released from the death scene.
- B. Ninety percent (90%) of the final postmortem examination reports will be available within 60 calendar days from the time of autopsy.

6. Reporting Requirements

- A. The Contractor will create a report to be delivered to the Van Buren County Health Officer no later than July 1 of each year. The report will include a summary of the number of deaths reported, the number of deaths investigated, the manner of deaths investigated, the number of postmortem examinations performed. The Contractor also shall prepare and submit such other reports as may be required by the laws of the State of Michigan and/or rules and regulations promulgated pursuant thereto.
- B. The ME/DMEs will provide necessary communications and be available to respond to the inquiries of law enforcement agencies, funeral directors, health care institutions, and involved citizens and families regarding particular death investigations and general procedures.

7. Case Records

The Contractor shall ensure that Medical Examiner case records originating during the term of this agreement shall be maintained in its offices in professional acceptable content and format. The County shall have the sole and exclusive right to all records pertaining to the services rendered by the Contractor pursuant to this Agreement. The Contractor shall have use of appropriate records

when such access is required for the performance of the services to be provided under this Agreement and for any of its quality, compliance or any other reviews Contractor deems necessary. Upon the completion or termination of this Agreement, all records pertaining to services provided hereunder in the Contractor's possession shall be turned over to the County; provided, however that Contractor shall have access to the records upon its written reasonable request.

8. Compensation

The County shall compensate the Contractor for services performed under this Agreement as follows:

A. Compensation.

- i. Except as otherwise provided in this Agreement, the County shall compensate the Contractor for:
 - a. Office administration, including completion of death certificates, annual reports, cremation permits, management of investigations program, ME/DME on-call 24/7/365, time for court testimony and consultations with prosecutors/criminal defense attorneys, with an annual rate of \$34,131 administration of the office, training MEIs, administrative assistant support, and indirect expenses.
 - b. Investigations (including equipment for the investigators such as cameras, body bags, personal protective equipment), mileage, on-call compensation and scene investigations with an annual rate of \$46,083.
 - c. MDILog – online medical examiner database at an annual cost of \$2,385.
 - d. The total fixed annual rate, which does not include autopsies, for the first year of the contract is \$82,599. This will increase 2% annually; the total annual rate for Year 2 is \$84,251; Year 3 is \$85,936; and Year 4 is \$87,655.
 - e. Autopsies—
 1. Cost
 - a) \$2,601 per autopsy Year 1; \$2,653 per autopsy Year 2; \$2,706 per autopsy Year 3; \$2,760 per autopsy Year 4.
 - b) Limited, external examination, identification - \$650 each Year 1; \$663 each Year 2; \$677 each Year 3; \$690 each Year 4.
 2. Autopsies are ordered based on the current National Association of Medical Examiners Autopsy Performance Standards. The standards are occasionally updated by the National Association of Medical Examiners. The current standard requires an autopsy be performed when: the death is known or suspected to have been caused by apparent criminal violence; the death is unexpected and unexplained in an infant or child; the death is associated with police action; the death is apparently non-natural and in custody of a local, state, or federal institution; the death is due to acute workplace injury*; the death is caused by apparent electrocution*; the death is by apparent intoxication by alcohol, drugs, or poison, unless a significant interval has passed, and the medical findings and absence of trauma are well

documented; the death is caused by unwitnessed or suspected drowning*; the body is unidentified and the autopsy may aid in identification; the body is skeletonized; the body is charred; the deceased is involved in a motor vehicle incident and an autopsy is necessary to document injuries and/or determine the cause of death; and when the forensic pathologist deems a forensic autopsy is necessary to determine cause or manner of death, or document injuries/disease, or collect evidence.

*unless sufficient antemortem medical evaluation has adequately documented findings and issues of concern that would otherwise have required autopsy performance.

In many cases, an external examination of the body is required to determine if a complete autopsy is needed and to document important findings.

Service	Annual – Year 1	Monthly – Year 1
Office Administration	\$34,131	
Investigations	\$46,083	
MDILog	\$2,385	
Total Fixed	\$82,599	\$6883.25
Autopsies, Postmortem Examinations, and Unclaimed		Variable; based on volume

- ii. For a single incident resulting in five (5) or more deaths, the County shall compensate the Contractor an additional \$2,000 for each death beyond four (example, in an incident where there are six deaths, the County would compensate the Contractor \$2,000 for deaths five and six for a total of \$4,000).
 - iii. For unclaimed body investigations, in excess of three (3) per year, where the body is unclaimed for more than 48 hours, the County shall compensate the Contractor an additional \$150/unclaimed body management. Any expenses related to cremation or burial of the unclaimed body, after application to the State of Michigan for reimbursement, are the responsibility of the County.
- B. The Contractor shall invoice the County for the services on a monthly basis. The invoices shall be sent to: **Van Buren County Administration (Accounts Payable) Administration & Land Services Building, 2nd Floor, 219 Paw Paw Street, Suite 201, Paw Paw, MI 49079.** Payments shall be made by County to Contractor within 30 days from date of invoice, and should be sent to the following address:

Western Michigan University Homer Stryker M.D. School of Medicine
 Attn: Accounting Department
 P.O. Box 50391
 Kalamazoo, MI 49005-0391

C. All transports from Van Buren County to Western Michigan University School of Medicine will be provided by a transportation service of the County's choice. Such transport(s) will be directly billed to the County by the service provider. The transporter will meet all transport standards as defined by the National Association of Medical Examiners.

D. Use of County Facilities:

The County will allow at no charge:

- i. If needed, use of a conference room or office in Van Buren County, for meetings with family and next-of-kin to address questions about the results of a death investigation.
- ii. Use of space within Van Buren County for storage of body bags, tags, and personal protection equipment.

9. Independent Contractor

It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed as employees of the County. The Medical Examiner, Deputy Medical Examiners and Medical Examiner Investigators, as agents of the County, are entitled to protection and privileges provided by law, including without limitation, governmental immunity. The Contractor's employees and agents and those of any subcontractors shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave or longevity. The Contractor shall be responsible for withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments, in connection with services rendered pursuant to this Agreement.

10. Required Insurance by Contractor

The Contractor shall procure and maintain during the life of this Agreement, the following insurance coverage, and shall provide Van Buren County with evidence that such coverage is in force:

- A. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- B. General Liability Insurance on a "claims made basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury, and Property Damage.
- C. Motor Vehicle Liability, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Professional Liability Insurance with minimum limits of liability of \$1,000,000 per occurrence, \$3,000,000 aggregate for the professional activities being carried out pursuant to the terms of this Agreement.

E. Performance and Payment Bonds – not applicable.

11. Indemnification

As between the parties, the County assumes liability for all actions, lawsuits, claims, damages, judgments, costs, charges and expenses that may result from any alleged or actual action, omission or default by the County or its employees. This provision does not affect the County's or its employees' entitlement to governmental immunity. The County agrees to defend, indemnify and hold harmless Contractor, its Board Members, Deans, officers, employees, agents, successors and assigns from any and all claims, suits, actions, liabilities, expenses (including actual attorneys' fees) or losses whatsoever, including claims for property damage, personal injury and death, or any other damage or loss (hereinafter collectively referred to as "Claims"), which relate in any manner whatsoever, directly or indirectly, to Contractor's performance of services or provision of products and supplies pursuant to this Agreement unless the Claims arose as a result of or were caused by Contractor's gross negligence or willful misconduct.

12. Compliance with Laws

The Contractor will comply with all federal, state and local laws, including, but not limited to, all applicable OSHA/MIOSHA requirements, copyright and patent laws, and the Americans with Disabilities Act. The Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by the Contractor if that loss, cost or damage occurred as a result of Contractor's gross negligence or willful misconduct.

13. Confidentiality

The Contractor acknowledges that during the performance of services under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore the Contractor agrees that all such information will be kept confidential and will not be disclosed without the written authorization of the County.

The County acknowledges that any and all information related to: (i) WMed's services hereunder, including individually identifiable health information as defined by the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and (ii) the conduct by WMed of providing health care, is strictly confidential and constitutes the exclusive property of WMed, and that the use or disclosure of such matters, other than pursuant to the terms of this Agreement, shall be contrary to the best interests of WMed and shall cause harm and damage to WMed and its medical school or medical practice. In furtherance and on account thereof, the County covenants and agrees (i) to comply with state and federal laws regarding confidentiality of individually identifiable health information, including HIPAA and (ii)

comply with all of WMed's policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.

The confidentiality restrictions set forth in subparagraph A of this paragraph shall not apply to information which: (i) generally becomes available to the public through no act of the County in breach of this Agreement; (ii) was in the possession of, or available to the County on a non-confidential basis prior to its disclosure; (iii) is independently developed by the County; or (iv) involves the use of deidentified data for research or generalized reporting, which when indicated is approved by an Institutional Review Board for Research.

14. License Requirements

The Contractor shall meet all federal, state and local license and/or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate automatic termination of this Agreement.

15. Nondiscrimination

The Contractor will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The Contractor, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

16. Waivers

No provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, will not constitute consent to, waiver of, or excuse for any different or subsequent breach.

17. Amendment of the Agreement

No provision of this Agreement may be modified except by a written document signed by duly authorized representatives of both parties.

18. Subcontracting or Assignments

The Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from the County with the following exceptions:

- A. Forensic toxicology services may be subcontracted to a forensic toxicology laboratory that meets all requirements established by the National Association of Medical Examiners for accreditation.

- B. Consultation for specialized examinations such as cardiovascular pathology to a board-certified anatomic pathologist with specialization in cardiovascular pathology, providing the pathologist meets all practice requirements established by the National Association of Medical Examiners.
- C. Testing of blood samples for DNA for the purposes of identification of human remains to Michigan State University Forensic Biology Laboratory, provided the laboratory meets all requirements established by the National Association of Medical Examiners for accreditation.

19. Disregarding Titles

These titles of the sections set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.

20. Complete Agreement

This Agreement and the attached Attachment A contain all the terms and conditions agreed upon by the County and Contractor, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either the County or the Contractor.

21. Arbitration

Any dispute or disagreement between the parties hereto regarding any provision of this Agreement or the performance of obligations hereunder shall be finally settled by binding arbitration. The arbitration shall be conducted under the Rules of the American Arbitration Association. In the event of any conflict between the Rules and this clause, the provision of this clause shall govern. The site of arbitration, unless the parties agree otherwise in writing, shall be Kalamazoo County, Michigan. The award rendered by the arbitrators shall apportion the cost of arbitration, as the arbitrators deem appropriate. Judgment thereon may be entered in a court having jurisdiction thereof or having jurisdiction over any court from the decision of the arbitrators. In addition, no party shall have any right to commence or maintain any suit or legal proceeding concerning a dispute hereunder until the dispute has been determined in accordance with the arbitration provisions of this section and then only for enforcement of the award rendered in such arbitration.

Each party shall enter into an agreement with the arbitrators which shall (a) prohibit any ex parte contacts with the arbitrators without the prior written consent of the other party, unless such contacts are initiated by an arbitrator, and (b) require the arbitrators to treat any information conveyed to him or her as confidential and prohibit disclosure of any confidential or trade information.

22. Agreement Period and Termination

This Agreement shall become effective and performance thereon shall commence on the 14th day of March, 2021, and shall continue through the 13th day of March, 2025. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the Contractor upon ninety (90) days prior written notice to the County. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon ninety (90) days prior written notice to the Contractor. The County may terminate this Agreement effective immediately after the Van Buren Board of Commissioners' removal of Joyce deJong, DO as Compiled Laws (MCL 52.201f) after notice to Dr. deJong and a hearing providing her with an opportunity to be heard, for failure to discharge properly the duties of Van Buren County Medical Examiner.

23. Attorney Fees

In the event of any arbitration or litigation arising out of or related to this Agreement, each party is responsible for their own attorney fees and expenses, including fees and expenses related to an appeal.

24. Taxes

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to reimburse County promptly for full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and worker's compensation insurance.

25. Successors and Assigns

All representations, covenants, and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. No Third-Party Beneficiary

No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff: visitors, residents, or other individuals who may have business through the County.

27. Applicable Law

The laws of the State of Michigan shall govern this Agreement.

28. Invalid/Unenforceable Provisions

If any section, clause, or provision of this agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling of any tribunal of competent jurisdiction, that section, clause, or provision shall be null and void and shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable section, clause, or provision would result in the illegality and/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was rendered invalid.

29. Certification of Authority to Sign Agreement

The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that said parties have authorized this Agreement.

This Agreement contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

VAN BUREN COUNTY

_____ Date: _____

By: Richard Godfrey
Its: Chair, Van Buren County Board of Commissioners

WESTERN MICHIGAN UNIVERSITY SCHOOL OF MEDICINE

_____ Date: _____

By: Lori Straube, MBA
Its: Associate Dean for Administration and Finance