

ADDITIONS TO WAYS AND MEANS COMMITTEE AGENDA

TUESDAY, SEPTEMBER 1, 2015

4:00 P.M.

- 1-9 A. Bay County Sheriff - School Liaison Officer **(Seeking approval of Agreement between Bay City Public School District and Bay County; authorization for Board Chair to sign; approval of required budget adjustments - proposed resolution attached)**
- 10-14 B. Director of Administrative Services and Animal Control Manager - Paws in the Park Event **(Seeking approval for Bay County Animal Control to event to be held at the Bay County Fairgrounds; authorization for Board Chair to sign required documents - proposed resolution attached)**

BAY COUNTY BOARD OF COMMISSIONERS

9/8/2015

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (9/1/15)

WHEREAS, The Bay County Sheriff Department provides law enforcement services/Liaison Officer to the Bay City Public Schools to augment existing patrols with police presence and availability for the School District; and

WHEREAS, The School District is willing to pay Bay County for the provision of such availability and service; and

WHEREAS, This mutually agreeable arrangement has worked well for several years and both parties to said Agreement wish to continue this arrangement; Therefore, Be It

RESOLVED That the Bay County Board of Commissioners approves the Agreement for Police Services/Liaison Officer between the Bay City Public Schools and Bay County (Sheriff Department) and authorizes the Chairman of the Board to execute Agreement on behalf of Bay County following legal review/approval; Be It Further

RESOLVED That budget adjustments related to this Agreement are approved.

KIM COONAN, CHAIR AND COMMITTEE

Sheriff Dept - School Liaison Officer

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

Table with 12 columns: COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E, COMMISSIONER, Y, N, E. Rows include Michael J. Duranczyk, Ernie Krygier, Vaughn J. Begick, Kim J. Coonan, Thomas M. Herek, and Donald J. Tilley.

VOTE TOTALS: ROLL CALL: YEAS NAYS EXCUSED VOICE: YEAS NAYS EXCUSED

DISPOSITION: ADOPTED DEFEATED WITHDRAWN AMENDED CORRECTED REFERRED

-/-

**AGREEMENT FOR POLICE SERVICES/LIAISON OFFICER
BETWEEN
THE BAY CITY PUBLIC SCHOOLS AND
THE BAY COUNTY SHERIFF DEPARTMENT**

THIS AGREEMENT ("Agreement") is made and entered into between the County of Bay, a Municipal Corporation, as authorized by Resolution _____ and the Bay County Sheriff's Department, hereinafter referred to collectively as the "County", and the School District for the City of Bay City, Bay and Saginaw Counties, hereinafter referred to as "School District".

RECITALS:

WHEREAS, the maintenance and enforcement of law and order, and thus the preservation of the health, safety and general welfare of the students and staff are of the utmost importance to the School District; and

WHEREAS, the School District wishes to enter into an Agreement with the Sheriff and to contract with the County to obtain and ensure the performance of law enforcement services of the Sheriff's Office to augment existing patrols with police presence and availability for the School District, and the School District is willing to pay the County for the provision of such availability and service; and

WHEREAS, the County is agreeable to rendering such services upon the terms and conditions below; and

WHEREAS, such contracts are authorized and provided for by the provisions of 1851 PA 156, as amended (M.C.L. 46.11) and 1973 PA 139, as amended (M.C.L. 45.556(p)); and the Michigan School Code, M.C.L. 380.1 et. seq.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

**ARTICLE I
SERVICES TO BE PROVIDED**

1.1. The County shall provide additional police services and availability of an officer to the School District according to this Agreement.

1.2. Except as otherwise specified, such police protection provided shall encompass the duties, responsibilities and functions within the jurisdiction of, and as customarily rendered by, the Bay County Sheriff's Office, under the Constitution and laws of the State of Michigan and the Ordinances of the County and local law, as applicable.

1.3. The police protection services purchased and provided, pursuant to this Agreement, shall be in addition to such police protection services customarily rendered

elsewhere within the County.

1.4. The County shall furnish all necessary labor, supervision, equipment, communication, dispatching, facilities and supplies necessary to maintain the level of service to be rendered to the School District. Such services shall provide availability of a Deputy at Western High School or occasionally at other schools, as needed, during regular school hours, to enforce such laws and to provide ancillary services such as information and assistance with the School Safety Crisis Plan and the Inter-Agency Cooperative Agreement entered into by the School District and the County.

1.5. The police protection services provided, pursuant to this Agreement, shall be provided approximately 40 hours per week during regular school days, approximately 36 weeks per year. Services shall be provided by one road patrol deputy assigned to the School District. The School District shall provide a work space and such reasonable services as are necessary to carry out these duties.

1.6. The School District, through its designee, shall keep the Sheriff's Office informed as to where and when the School District requests such service to be performed; that notwithstanding, all supervisory functions including, but not limited to, the deployment of personnel, the standards of performance, and the discipline of officers, shall remain the responsibility of the County.

1.7. The Sheriff's Department agrees that any officer or cars assigned to the School District, pursuant to this Agreement, shall not be sent out of the school on any call unless of an emergency nature, e.g. felony in progress, ongoing public disturbance, etc.

1.8. The County will maintain daily patrol reports and, upon request, supply a copy of same free of charge to the School District on a monthly basis.

ARTICLE II LIABILITY

2.1. No party to this Agreement, its officers, employees or agents shall be liable for intentional or negligent acts of any other party or any officer, employee or agent thereof. Each party shall hold the other party harmless from damages, including the actual costs and fees incurred due to litigation, resulting from a party's own intentional or negligent acts or those of any officer, employee or agent of that party.

2.2. The County and Sheriff's Department, and the School District, understand and agree that the deputy provided by the Bay County Sheriff's Department is not an agent or employee of the School District, and that this Agreement is an independent contractual arrangement by the County and School District to provide additional police presence and availability to the School District, primarily at the Western High School/Middle School complex. The County and Sheriff's Department shall be at all times responsible for the conduct, methods and procedures of the deputy pursuant to this Agreement.

The County, Sheriff and deputies assigned shall observe the reasonable rules and policies of the School District, and shall recognize that right of the School District to manage and conduct operation of the school buildings, school employees and students consistent with School Board Policy and consistent with State and local law.

2.3. Special Limitations

a. The School District shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any County personnel performing these services for the School District, or other liability other than that provided for in this Agreement.

b. The School District shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment while performing services under this Agreement, and the County hereby agrees to hold the School District harmless against any such claims.

c. In the event that a health condition or other leave causes absence of the deputy assigned to the School District, the Bay County Sheriff shall designate a substitute deputy without additional liability for compensation to the School District.

ARTICLE III COSTS

3.1. The County has undertaken the hiring and maintaining of an additional deputy position to effectuate this Agreement, and the School District agrees to pay the County for personal services costs, based on the road patrol deputy assigned to the School District for the time of the services provided, which may vary through the year, supplies, other services and charges, and a five (5%) percent indirect cost charge. Total estimated charges for the deputy position for this Agreement are itemized for the term of this Agreement and attached hereto to as Appendix A. Appendix A is only an estimate, actual costs will be charged. Any difference from the estimated cost will be charged or refunded at the end of the term.

3.2. Prior to each future term for which the parties may choose to renew participation in this Agreement, a new Agreement will be provided that will reflect the updated estimated costs for the upcoming term for the officer performing the services contemplated by this Agreement, including an updated Appendix A, which will be issued by the County Finance Department to the School District during the preceding June. As to the annual Appendix, these figures and amounts may only be adjusted as the County and Sheriff requires, according to actual adjustments made to reflect collective bargaining wage agreements, Act 312 arbitration decisions and actual increases in direct costs experienced by the County.

3.3. In all instances where special supplies, stationery, notices, forms, etc., are

to be issued in the name of the School District, they shall be supplied by the School District at its own expense. If such supplies are provided by the County, upon the request of the School District, the School District shall reimburse the County for such expenses incurred.

3.4. The School District is not obligated to pay any costs, which include items of expense attributable to services or facilities normally provided or available to all schools within the County, as a part of the County's efforts to enforce State law, including such expenses generated as a result of furnishing such police protection services within the School District not pursuant to this Agreement.

3.5. School District shall remit its share of the School District's cost for these services to the County, on a prorated basis, in equal monthly payments, throughout the calendar year. In the event payments are delinquent, the School District shall pay a time price differential in the amount of 1 and ½ (1.5%) percent for such amount outstanding, and further, shall be responsible for any added costs to the County generated as a proximate result of the School District's failure to pay in a timely fashion.

ARTICLE IV

4.1. This Agreement shall be effective from the date executed by the School District and the County for a term of July 1, 2015, through June 30, 2016. No later than June 30, 2016, School District shall give Notice to the County as specified in Paragraph 5.5. indicating whether the School District intends to contract for a 2016 term (July 1, 2016 – June 30, 2017) at the cost estimated by the County in June 2016.

4.2. The County may cease to provide the additional services described in this Agreement, if the School District is delinquent in a total of three (3) monthly payments, whether consecutive or not.

4.3. Notwithstanding any other provisions herein, the School District may terminate this Agreement upon written notice to the County of not less than sixty (60) days prior to the effective date of such termination.

4.4. Notwithstanding any other provisions herein, in the event that County revenues decrease or to budgetary issues of the County, the County may terminate this Agreement upon written notice to the School District of not less than sixty (60) days prior to the effective date of such termination.

ARTICLE V

5.1. To comply with the Constitution of the State of Michigan 1963, Article I – Declaration of Rights, §26 – Affirmative Action, with regard to this Agreement, the parties shall not discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education or public contracting. As permitted by the Constitution, the parties may utilize bona fide qualifications based on sex that are

reasonably necessary to the normal operation of public employment, public education or public contracting. The parties may suspend compliance with §26 where such action must be taken to establish or maintain eligibility for any federal program, if ineligibility would result in a loss of federal funds to the parties.

5.2. Except as modified by Paragraph 5.1., the parties agree that neither will discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or handicap that is unrelated to the individual's ability to perform the duties of a particular job position.

5.3. This Agreement shall be governed by the laws of the State of Michigan. The parties agree to submit themselves to the jurisdiction of the appropriate District or Circuit Court of the State of Michigan should any legal action concerning this Agreement arise.

5.4. Each numbered paragraph of this Agreement shall be considered severable, and if for any reason any numbered paragraph, which is not essential to the accomplishment of the basic purpose of this Agreement, is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

5.5. Any notices or communications shall be sent by first class mail to the following parties and addresses:

For Bay City Public Schools:

Superintendent Janet Greif
910 N. Walnut Street
Bay City, Michigan 48706

For the School District:

Office of Superintendent
Bay City Public Schools
910 N. Walnut Street
Bay City, Michigan 48706

For the County:

Sheriff John Miller
Bay County Law Enforcement Center
503 Third Street
Bay City, Michigan 48708

With a copy to:

Bay County Corporation Counsel
515 Center Avenue, Suite 402
Bay City, Michigan 48708-5125

5.6. School District and County agree to procure and maintain insurance coverage, including general liability insurance coverage insuring their own respective employees and agents, and for their respective action and obligations under this Agreement.

5.7. The parties pledge to work together toward their mutual interests for the safe and efficient operation of the School District and the community.

5.8. This Agreement constitutes the complete agreement between the parties regarding this subject and supersedes any prior oral or written communications relating to this subject. This Agreement constitutes all of the understandings and agreements of any kind existing between the parties with respect to the County's and Sheriff's services to the School District. Any amendment to this Agreement shall be in writing and executed by all parties.

5.9. The waiver by either party of any term, condition or breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement by either party.

Dated: 8-26, 2015

BAY COUNTY SHERIFF:



By: John Miller
Bay County Sheriff

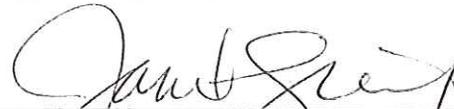
Dated: _____, 2015

BAY COUNTY:

By: Ernie Krygier
Chair, Board of Commissioners

Dated: 8/17, 2015

BAY CITY SCHOOL DISTRICT:



By: Janet Greif
School Superintendent

APPROVED AS TO LEGAL FORM ONLY

BAY COUNTY CORPORATION COUNSEL

DATE: 8/24/15

Bay County Michigan

P 1
bgnryrpts

FOR PERIOD 99

BAY COUNTY, MI
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

08/05/2015 08:43
KPrlessnitz

PROJECTION: 2016 2016 BUDGET PROJECTION

ACCOUNTS FOR:

GENERAL FUND	2014 ACTUAL	2015 ORIG BUD	2015 REVISED BUD	2015 ACTUAL	2015 PROJECTION	2016 DEPARTMENT CHANGE	PCT CHANGE
10131516 2ND RD.PAT-BAY CITY SCHOOLS							
RR OTHER REVENUE							
10131516 68123 RMBSCHLDIS	-85,747.70	-91,936.00	-91,936.00	-47,593.38	-91,936.00	-89,775.00	-2.4%
TOTAL OTHER REVENUE	-85,747.70	-91,936.00	-91,936.00	-47,593.38	-91,936.00	-89,775.00	-2.4%
XE WAGES & SALARIES							
10131516 70400 WAGE FTE	44,482.20	50,009.00	50,009.00	25,487.45	50,009.00	50,009.00	.0%
10131516 70600 OVERTIME	90.56	504.00	504.00	36.23	504.00	504.00	.0%
10131516 70800 HOLIDAYPAY	2,490.78	1,000.00	1,000.00	574.80	1,000.00	1,000.00	.0%
10131516 71200 VACTONPAY	3,640.36	.00	.00	1,724.40	.00	.00	.0%
10131516 71201 PRRYVACPY	1,371.14	2,232.00	2,232.00	.00	2,232.00	1,372.00	-38.5%
10131516 71202 SICK PAY	2,239.33	.00	.00	1,317.25	.00	.00	.0%
TOTAL WAGES & SALARIES	54,314.37	53,745.00	53,745.00	29,140.13	53,745.00	52,885.00	-1.6%
XF FRINGES							
10131516 71500 SOCSECURITY	4,019.68	3,853.00	3,853.00	2,157.88	3,853.00	3,989.00	3.5%
10131516 71600 HEALTH INS	16,448.87	16,235.00	16,235.00	9,218.34	16,235.00	14,528.00	-10.5%
10131516 71632 EINCENTIVE	.00	219.00	219.00	.00	219.00	219.00	.0%
10131516 71700 LIFE INS	106.83	108.00	108.00	63.00	108.00	108.00	.0%
10131516 71800 RETIREMENT	2,481.08	2,107.00	2,107.00	1,178.60	2,107.00	2,086.00	-1.0%
10131516 71900 OTHFRFRINGE	.00	657.00	657.00	.00	657.00	556.00	-15.4%
10131516 72001 SIF ADMIN	86.13	.00	.00	.00	.00	.00	.0%
10131516 72100 WORKERCOMP	133.24	79.00	79.00	44.15	79.00	79.00	.0%
10131516 72200 SCK&ACDINS	390.87	553.00	553.00	309.40	553.00	548.00	-.9%

181

Bay County Michigan

BAY COUNTY, MI
NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

FOR PERIOD 99

08/05/2015 08:43
KPriessnitz

PROJECTION: 2016 2016 BUDGET PROJECTION

ACCOUNTS FOR:

GENERAL FUND	2014 ACTUAL	2015 ORIG BUD	2015 REVISED BUD	2015 ACTUAL	2015 PROJECTION	2016 DEPARTMENT CHANGE	PCT CHANGE
10131516 72301	650.00	325.00	325.00	325.00	325.00	650.00	100.0%
10131516 72303	100.00	100.00	100.00	.00	100.00	100.00	.0%
10131516 72500	298.46	237.00	237.00	132.56	237.00	235.00	- .8%
TOTAL FRINGES	24,715.16	24,473.00	24,473.00	13,428.93	24,473.00	23,098.00	-5.6%
XI SUPPLIES							
10131516 74500	14.85	660.00	660.00	.00	660.00	660.00	.0%
10131516 74600	591.96	600.00	600.00	.00	600.00	600.00	.0%
10131516 75000	1,521.51	3,400.00	3,400.00	274.36	3,400.00	3,400.00	.0%
10131516 75700	.00	350.00	350.00	.00	350.00	350.00	.0%
TOTAL SUPPLIES	2,128.32	5,010.00	5,010.00	274.36	5,010.00	5,010.00	.0%
XL OTHER SERVICES AND C							
10131516 82000	.00	30.00	30.00	.00	30.00	30.00	.0%
10131516 85100	.00	500.00	500.00	.00	500.00	500.00	.0%
10131516 86100	.00	300.00	300.00	.00	300.00	300.00	.0%
10131516 93200	113.85	3,000.00	3,000.00	278.25	3,000.00	3,000.00	.0%
10131516 96000	.00	500.00	500.00	.00	500.00	500.00	.0%
TOTAL OTHER SERVICES AND C	113.85	4,330.00	4,330.00	278.25	4,330.00	4,330.00	.0%
XX TRANSFERS OUT							
10131516 99920	4,476.00	4,378.00	4,378.00	2,535.41	4,378.00	4,452.00	1.7%
TOTAL TRANSFERS OUT	4,476.00	4,378.00	4,378.00	2,535.41	4,378.00	4,452.00	1.7%
TOTAL 2ND RD. PAT-BAY CITY SC	.00	.00	.00	-1,936.30	.00	.00	.0%
TOTAL GENERAL FUND	.00	.00	.00	-1,936.30	.00	.00	.0%
TOTAL REVENUE	-85,747.70	-91,936.00	-91,936.00	-47,593.38	-91,936.00	-89,775.00	.0%
TOTAL EXPENSE	85,747.70	91,936.00	91,936.00	45,657.08	91,936.00	89,775.00	.0%
GRAND TOTAL	.00	.00	.00	-1,936.30	.00	.00	.0%

** END OF REPORT - Generated by Kim Priessnitz **



**THOMAS L. HICKNER
BAY COUNTY EXECUTIVE**



DEBRA RUSSELL
Director, Administrative Services Department
russelld@baycounty.net

MEMORANDUM

TO: KIM COONAN, CHAIRMAN
WAYS & MEANS COMMITTEE

FROM: DEBRA RUSSELL, ADMINISTRATIVE SERVICES DIRECTOR
MICHAEL HALSTEAD, ANIMAL CONTROL MANAGER

RE: PAWS IN THE PARK EVENT

DATE: SEPTEMBER 1, 2015

BACKGROUND:

Bay County Animal Control has been contacted with Digits Media to sponsor a "Paws in the Park" event at the Bay County Fairgrounds on September 12, 2015. It is anticipated this event will attract over 5,000 pet lovers from around our community. Many non-profit organizations, animal rescue groups, service providers and pet lovers will come together from 11:00 a.m. - 5:00 p.m.

FINANCIAL IMPACT:

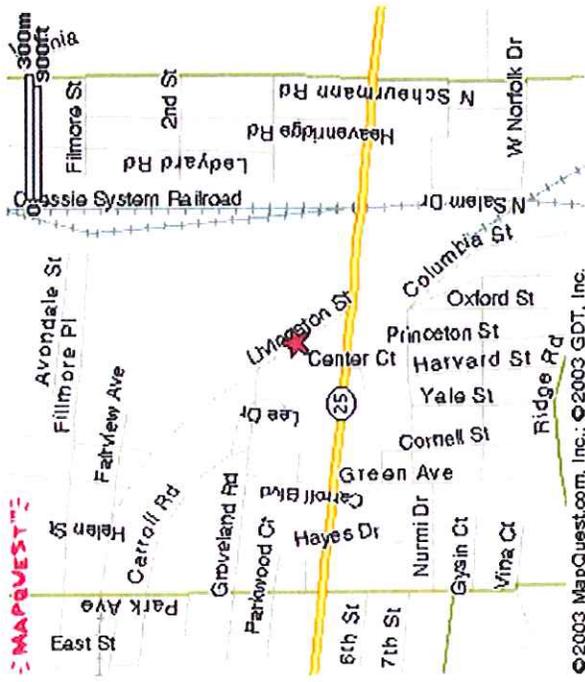
There is no financial impact since this event is sponsored by Bay County Animal Control.

RECOMMENDATION:

Request approval for Bay County Animal Control to sponsor Paws in the Park on Saturday, September 12, 2015 from 11:00 a.m. - 5:00 p.m. and request approval for the Board Chair to sign any necessary agreement subject to Corporation Counsel review.

515 Center Avenue, Suite 402, Bay City, MI 48708-5125 (989) 895-4130
FAX (989) 895-7658 TDD (hearing impaired) (989) 895-4049 www.baycounty-mi.gov

P^{AW}S in the P^{AW}K



Bay County Fairgrounds
 800 Livingston Street
 Bay City, Michigan 48708

Saturday, September 12th, 2015
 11a – 5p



1795 Tittabawassee Rd. | Saginaw, MI | (989)752-3456

11

Paws in the Park

Do you love your pet? So do we...

Our listeners are the proud owners and parents of dogs, cats, fish, birds, pigs, rodents and reptiles! "Paws in the Park" celebrates our love affair with animals with a day in the park where you can bring your pet & eat, shop, enjoy a number of exhibitions, doggie activities, doggie demonstrations, and even adopt an animal in need the "Time for a Home Zone"!

This 1st year event "Paws in the Park", will premier on Saturday, September 12th, 2015 at the Bay County Fairground and is anticipated to attract over 5,000 pet lovers!

Additionally, we will offer "FREE" space to over 20 different animal rescue groups and non-profit organizations to adopt animals and increase the awareness of the rescue causes.

So...

If you have products or services that cater to animals this event is for you!

If you have products or services that cater to families this event could be for you.

Let us work with you to find a customized way for you to participate!



1795 Tittabawassee Rd. | Saginaw, MI | (989)752-3456

P^{aws} in the Park



Solutions for the New Reality

on-air / on-location / on-line /
on target



Great Lakes[™]
Bay Region
Where Innovation Flows

1795 Tittabawassee Rd. | Saginaw, MI | (989)752-3456

BAY COUNTY BOARD OF COMMISSIONERS

9/8/2015

RESOLUTION

BY: WAYS AND MEANS COMMITTEE (9/1/15)
 WHEREAS, Bay County Animal Control has been contacted by Digits Media to sponsor a "Paws in the Park" event at the Bay County Fairgrounds on Saturday, September 12, 2015; and
 WHEREAS, It is anticipated this event will attract over 5,000 pet lovers from around our community with many non-profit organizations, animal rescue groups, service providers and pet lovers coming together from 11:00 a.m. til 5:00 p.m.; and
 WHEREAS, There is no financial impact to the County since this event is sponsored by Bay County Animal Control; Therefore, Be It
 RESOLVED That the Bay County Board of Commissioners authorizes Bay County Animal Control to sponsor Paws in the Park on Saturday, September 12, 2015 from 11:00 a.m. to 6:00 p.m.; Be It Further
 RESOLVED That the Chairman of the Board is authorized to execute any agreement required for this event on behalf of Bay County following legal review/ approval.

KIM COONAN, CHAIR
AND COMMITTEE

Animal Control - Paws in the Park

MOVED BY COMM. _____

SUPPORTED BY COMM. _____

COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E	COMMISSIONER	Y	N	E
MICHAEL J. DURANCZYK				KIM J. COONAN				MICHAEL E. LUTZ			
ERNIE KRYGIER				THOMAS M. HEREK							
VAUGHN J. BEGICK				DONALD J. TILLEY							

VOTE TOTALS:
 ROLL CALL: YEAS _____ NAYS _____ EXCUSED _____
 VOICE: YEAS _____ NAYS _____ EXCUSED _____

DISPOSITION: ADOPTED _____ DEFEATED _____ WITHDRAWN _____
 AMENDED _____ CORRECTED _____ REFERRED _____