

William J. Bunek, Chairman

## **NOTICE OF MEETING**

A Special Session of the Leelanau County Board of Commissioners will be held on Wednesday, December 29, 2021, at 9:30 a.m., in the Commissioner Meeting Room, Leelanau County Government Center, Suttons Bay, Michigan

***A live streaming of this meeting will be available for viewing via the following link –***  
[https://www.youtube.com/channel/UCNQTglcTedF2qB8floC1GQ?view\\_as=subscriber](https://www.youtube.com/channel/UCNQTglcTedF2qB8floC1GQ?view_as=subscriber)

There are two ways to provide public comment during the meeting – you can attend in-person, or email your comments prior to the meeting to [clerk@leelanau.gov](mailto:clerk@leelanau.gov)

***(Please silence all electronic/cellular devices)***

*(Proceedings of the meeting are being recorded and are not the official record of the meeting, the formally approved/accepted written copy of the minutes will be the official record of the meeting.)*

## **AGENDA**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE / MOMENT OF SILENCE**

**ROLL CALL**

**PUBLIC COMMENT**

**Purpose of Meeting – Discussion/Potential Action:**

1. Approval of Minutes.
2. Approval of Accounts Payable.
3. Approval of End of the Year Budget Amendments and Transfers.
4. Medical Examiner Agreement Renewal.
5. Potential Labor Contracts.
6. Potential Nonunion Wage Adjustments.

**PUBLIC COMMENT**

**COMMISSIONER COMMENTS**

**ADJOURNMENT**

# EXECUTIVE DOCUMENT SUMMARY

Department: <u>Administration</u> Contact Person: <u>Chet Janik</u> Telephone No.: <u>231-256-8100</u>	<b>Submittal Dates</b>
	<input checked="" type="checkbox"/> Special Session 12/29/2021
<b>Source Selection Method</b>	<b>VENDOR:</b> <u>Grand Traverse County</u>  Address/ Phone: _____
<input checked="" type="checkbox"/> Negotiated  <input type="checkbox"/> Other: _____ <i>Account Number</i> <i>(Funds to come from):</i> <u>101.530.648</u>	

Budgeted Amount: <u>                  \$ 85,096.00</u>	Contracted Amount: <u>                  \$ 92,311.00</u>
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<b>Document Description</b>	
<input checked="" type="checkbox"/> Professional Service	<input type="checkbox"/> Other _____

**Request to Waive Board Policy on Bid Requirements**

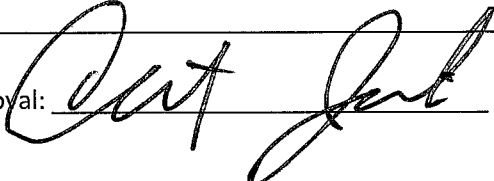
Grand Traverse County has reviewed and renewed a contract for Medical Examiner services with the Western Michigan University Homer Stryker M.D. School of Medicine (see attached).

Consequently, a Fourth Amendment to the Interlocal Agreement for the Creation of a Regional Medical Examiner's Office for the Counties of Grand Traverse and Leelanau County, with updated cost figures, is under review by the County's counsel. A draft copy of what has been forwarded to counsel is attached.

Because the current contract is set to expire at the end of this year, we are asking that the Board approve a renewal agreement with Grand Traverse County, pending counsel review and approval. A copy of the ME budget for FY 2022 is also attached.

The total estimated budget for FY 2022 services for Leelanau County is \$92,311.00; of that amount, \$65,046.00 is designated for core operations.

**Suggested Recommendation:** I move that the Leelanau County Board of Commissioners approve entering into an agreement with Grand Traverse County for Medical Examiner Services, pending counsel review and approval; funds to come from 101.530.648.

Department Head Approval:  Date: 12/28/2021

## **MEDICAL EXAMINER SERVICES AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of January 2022, by and between the COUNTY OF GRAND TRAVERSE, a municipal corporation and political subdivision of the State of Michigan, located at 400 Boardman Avenue, Suite 305, Traverse City, MI 49684 (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 Grand Traverse County Board of Commissioners has 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 recognizes the COUNTY administers a multiple county regional medical examiner office currently including Grand Traverse and Leelanau counties as allowed by MCL 52.201 Sec. 1. (3); and

WHEREAS, the Contractor has accepted 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 Office of the 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 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 toxicology, (as well as other required consultants such as forensic anthropology, forensic entomology, etc.) as needed to investigate deaths reported using standards established by the National Association of Medical Examiners.
  - 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 death investigations and general procedures.
  - D. Participation by the ME or DME in Elder and Vulnerable Adult Death Review Team and Child Death Review Team Meetings. This participation will likely be virtual through videoconferencing.
  - E. Make recommendations for appointments 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. The County Board of Commissioners must approve all deputy medical examiners designated by WMed.
  - F. Conduct postmortem examinations of all bodies pursuant to the requirements of the laws of the State of Michigan for county medical examiners and according to professionally accepted criteria.
  - G. Be available for and provide testimony in criminal prosecutions to the Prosecuting Attorneys

of Grand Traverse County and Leelanau County for postmortem examinations conducted under their jurisdiction, at no additional expense for time worked to the local governmental unit of the prosecuting attorney requesting such testimony. The County will reimburse the Contractor for mileage at standard and accepted rates as published by the Internal Revenue Service; (current rate is 56 cents/mile) for travel to and from court and one day per diem at the current federal per diem rate for lodging, meals, and incidentals when required to appear in Grand Traverse County by the Grand Traverse or Leelanau Prosecuting Attorney. The services of the Medical Examiner do not include consultation or expert testimony by the forensic toxicologists of the accredited toxicology laboratory.

- H. Respond to all requests made pursuant to Michigan's Freedom of Information Act, 1976 PA 442 (Referred herein as "FOIA") where requestor is requesting documents kept and maintained by Contractor. In the event that such a FOIA request is sent to the County, the County shall immediately forward the request to Contractor and shall assist Contractor in responding to the request when Contractor needs assistance.
  - I. Perform all the services listed in Paragraph 4. Section c. of the Interlocal Agreement for the Creation of a Regional Medical Examiner's Office for the Counties of Grand Traverse and Leelanau, which is attached as Exhibit A to this Agreement and fully incorporated herein by reference. In the event a conflict between the provisions of Paragraph 4, Section c. of the Interlocal Agreement, and the provisions of this Section, the provisions of Paragraph 4. Section c. of the Interlocal Agreement shall govern and control.
- 2. Appointment of Medical Examiners.** The County and the Contractor hereby appoint Joyce deJong DO, as the County's Medical Examiner; Joseph Prahlow MD, Elizabeth Douglas MD, Amanda Fisher-Hubbard MD, Jared Brooks MD, and Patrick Hansma DO, 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 (DMEs) responsible for postmortem examinations and autopsies are licensed to practice medicine in the State of Michigan, have completed a training program in anatomic pathology accredited by the Accreditation Council for Graduate Medical Education or its equivalent, and are board certified by the American Board of Pathology in Anatomic Pathology and have completed at least one year of supervised training under the supervision of a forensic pathologist certified by the American Board of Pathology, or are themselves so certified.
  - C. The Deputy Medical Examiners responsible for death certification and cremation authorizations are licensed to practice medicine in the State of Michigan and board certified by the American Board of Pathology in Anatomic Pathology.
  - D. At least one DME with qualifications similar to those of the Medical Examiner is available when the Medical Examiner is not available.
  - E. As the County's Medical Examiner and Deputy Medical Examiners, the ME and DMEs shall be exercising and discharging non-proprietary government functions on behalf of the County's Office of Medical Examiners and, therefore, shall have all of the rights and privileges associated with the County's Office of Medical Examiners, including immunity under the Governmental Tort Liability Act (GTLA), MCL 691.1401 et seq. or any other applicable state, federal or local statute, common law, rule or regulation.

**3. Postmortem Examinations and Death Certifications.**

- A. The DME or ME will directly supervise and sign all postmortem examinations and death certifications.
- B. A physician with the qualifications of a DME who is awaiting appointment as a 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 performed by the forensic pathology fellow will be signed by the ME or DME. Death certification and other official duties of the MEO may not be performed by the individual awaiting appointment until such appointment is granted.
- 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 County shall ensure that:

- A. Within six months of initiating the contract, a sufficient number of Medical Examiner Investigators (MEIs), are employed to respond to death scenes in a timely manner (within 1 hour of being contacted by Central Dispatch for at least 90% of the deaths reported) and are properly equipped with investigative equipment and personal protective equipment.
- B. The MEIs will conduct their investigations based on national guidelines as published by the Department of Justice via training provided by the Contractor.

The Contractor shall ensure that:

- C. The MEIs are adequately trained in proper death investigation techniques, based on the national guidelines.
- D. The County receives adequate information for an appropriate job description to define the expectations of the county employed MEI.

**5. Autopsy Reports and Examinations.**

The Contractor shall ensure that:

- A. Ninety percent (90%) of autopsies are performed within 72 hours from the time the decedent is released from the death scene.
- B. Upon procurement of equipment to allow for remote external examination of bodies provided by the County, a ME or DME will participate in remote external examinations of bodies, without a compromise in the industry standard of required autopsies established by the National Association of Medical Examiners.
- C. Ninety percent (90%) of the final postmortem examination reports will be available within 90 calendar days from the time of autopsy.

**6. Reporting Requirements.**

- A. The Contractor will create a report to be delivered to the Grand Traverse County Health Officer no later than July 1 of each year. At a minimum, 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 the prosecuting attorney, criminal defense attorneys, 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 their professional work product upon its written reasonable request.
8. **Compensation.** The County shall compensate the Contractor for services performed under this Agreement as follows:
- A. Compensation for Grand Traverse and Leelanau Counties
    - 1. Except as otherwise provided in this Agreement, the County shall compensate the Contractor for services performed with a flat monthly rate of \$13,152 for each month in 2022, \$13,415 for each month in 2023, \$13,683 for each month in 2024, and \$13,957 for each month in 2025 for administration of the office, including non-autopsy services such as cremation permit reviews, death certifications via the Electronic Death Registry System, training MEIs in Grand Traverse County, assistance with unclaimed body management, administrative assistant support and indirect expenses.
    - 2. The County will compensate the contractor \$2,436 for each autopsy and \$455 for each remote external examination in 2022; \$2,484 and \$464, respectively in 2023; \$2,534 and \$473, respectively in 2024; and, \$2,585 and \$483, respectively in 2025. The autopsy and external examination fees include toxicology, vitreous chemistry, forensic anthropology, forensic odontology, and DNA testing.
  - B. The Contractor shall invoice the County for the services on a monthly basis. The invoices shall be sent to: **Grand Traverse County Health Department 2600 LaFranier Rd, Suite A, Traverse City, Michigan 49686.** 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 of bodies from Grand Traverse 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:
    - 1. Use of the office space at Health Department - Grand Traverse County, as

needed, for meetings with family and next-of-kin to address questions about the results of a death investigation.

2. Use of space - Grand Traverse County (or other Grand Traverse facility) for storage of body bags, tags, and personal protection equipment.
3. Use of a county meeting room or another facility within the county to train Medical Examiner Investigators.

**9. Independent Contractor.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall in no way be deemed an employee of the County. The Medical Examiner, Deputy Medical Examiners and Medical Examiner Investigators, when agents of the County, may be 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. Professional Liability Insurance Coverage.** The Contractor shall carry its own professional liability insurance for the administrative and professional activities being carried out pursuant to the terms of this Agreement and shall provide the County with a certificate showing proof of the same. The coverage limits of the liability insurance, at a minimum shall be \$1,000,000 per occurrence, \$3,000,000 aggregate.

**11. Liability.** As between the parties, the County assumes liability for all actions, lawsuits, claims, damages, judgments, costs, charges, and expenses that may result from any 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. As between the parties, the Contractor assumes liability for all actions, lawsuits, claims, damages, judgments, costs, charges and expenses that may result from any action, omission, or default by the Contractor or its employees.

**12. Warranty Regarding Health Care Fraud.** The County represents and warrants that as of the Effective Date hereof, the County:

- A. Has not been listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; and
- B. Has not been convicted of any crime related to defrauding any health care benefit program.
- C. The County further agrees to notify the Contractor, in writing, immediately if the County is listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs or if the County is convicted of any crime related to defrauding any health care benefit program.

**13. Compliance with Laws.** Both Parties, while engaging in any activity pursuant to this Agreement, shall comply with all federal, state and local laws, ordinances, rules and regulations.

**Confidentiality.**

- a. The County acknowledges that any and all information related to (i) the Contractor'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 the Contractor of providing health care, is strictly confidential and constitutes the exclusive property of the Contractor, 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 the Contractor and shall cause no

harm and damage to the Contractor 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 the Contractor's policies and procedures pertaining to use and disclosure of individually identifiable health information or proprietary business information.

- b. 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 approved by an Institutional Review Board for Research.

**14. License Requirements.** The Contractor and the ME and DMEs shall, at all times while this Agreement remains in effect, meet all federal, state and local license and/or maintain any license and authorization requirements to practice medicine. Failure to obtain and/or loss of the same shall result in the immediate automatic termination of this Agreement. The Contractor will notify the County in writing immediately if it or the ME or DMEs fail to obtain or for any reason loses its federal, state or local license necessary to this Agreement.

**15. Nondiscrimination.** The Contractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that affirmative action be taken to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**16. Waivers.** No failure or delay on the part of either the County or Contractor in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**17. Amendment of the Agreement.** No provision of this Agreement may be modified except by a written document signed by a duly authorized representative 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 accreditation requirements established by the National Association of Medical Examiners.
- B. Clinical laboratory services to a laboratory accredited by the College of American Pathologists.
- C. Forensic DNA services to an accredited laboratory for the purposes of human identification.
- D. Consultation for specialized examinations such as cardiovascular pathology to a board-certified anatomic pathologist with specialization in cardiovascular pathology, providing the consultant meets all practice requirements established by the National Association of Medical Examiners.

**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 Grand Traverse 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 1<sup>st</sup> day of January, 2022, and shall continue through the 31<sup>st</sup> day of December, 2025. This Agreement may be renewed by the Parties for four (4) additional one (1) year terms subject to the appointment of Contractor as the County's ME and DME and appropriation of funds from Grand Traverse County and Leelanau County. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the Contractor or County upon ninety (90) days prior written notice to the other Party. The County may terminate this Agreement effective immediately after the Grand Traverse Board of Commissioners' removal of Joyce deJong DO as Compiled Laws (MCL 52.2010) after notice to Dr. deJong and a hearing providing her with an opportunity to be heard, for failure to discharge properly the duties of Grand Traverse 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. 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.
- 25. 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.
- 26. Applicable Law.** The laws of the State of Michigan shall govern this Agreement.
- 27. 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.

**28. 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.

GRAND TRAVERSE COUNTY

\_\_\_\_\_ Date: \_\_\_\_\_

By: Rob Hentschel

Its: Chair, Grand Traverse County Board of Commissioners

\_\_\_\_\_ Date: \_\_\_\_\_

By: Bonnie Scheele

Its: Clerk

WESTERN MICHIGAN UNIVERSITY SCHOOL OF MEDICINE

\_\_\_\_\_ Date: 11/29/2021

By: Lori Straube

Its: Associate Dean for Administration and Finance

**FOURTH AMENDMENT TO INTERLOCAL AGREEMENT FOR THE  
CREATION OF A REGIONAL MEDICAL EXAMINER'S OFFICE FOR THE  
COUNTIES OF GRAND TRAVERSE AND LEE LANAU**

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This Fourth Amendment entered into by and between the County of Grand Traverse, a municipal corporation and political subdivision of the State of Michigan, 400 Boardman Avenue, Traverse City MI ("GTC"), and the County of Leelanau, a municipal corporation and political subdivision of the State of Michigan, 8527 E. Government Center Dr., Suite #101, Suttons Bay, Michigan 49682 ("LC"), collectively referred to as the "Parties", or individually as a "Party", shall set forth the changes to the Interlocal Agreement creating the Regional Medical Examiner's Office dated December 10, 2014 (hereafter "RMEO").

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**RECITALS**

WHEREAS, on December 10, 2014, the Parties together with Benzie County entered into an Agreement creating a RMEO; and

WHEREAS, under the terms of the RMEO, GTC appointed Dr. Nicole Fliss as its medical examiner and Dr. Kari Young as Deputy Medical Examiner, both of whom acted as medical examiners for the Parties; and

WHEREAS, on December 31, 2016, Dr. Fliss resigned as GTC's medical examiner; and

WHEREAS, on December 31, 2016, Dr. Young resigned as GTC's deputy medical examiner; and

WHEREAS, effective January 1, 2017, GTC appointed Dr. Joyce deJong as its Medical Examiner and Drs. Joseph Prahlow, Rudolph Castellani, Elizabeth Douglas, Amanda Fisher-Hubbard and Brandy Shattuck as its Deputy Medical Examiners, all of whom are employed with Western Michigan University Homer Stryker M.D. School of Medicine ("WMED"); and

WHEREAS, on March 21, 2017, Benzie County terminated its participation in the

RMEO effective March 31, 2017; and

WHEREAS, effective July 21, 2017, GTC and LC appointed Dr. Theodore Brown as a Deputy Medical Examiner, who is employed with WMED; and

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**Deleted:** Western Michigan University Homer Stryker M.D. School of Medicine ("WMED")

WHEREAS, effective April 1, 2017, GTC and WMED executed an Agreement that set forth the terms and conditions for the medical examiner services that Dr. deJong and the other doctors listed above shall provide to the Parties; and

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WHEREAS, given that Benzie County now longer is a party to the RMEO, that the Parties have appointed a different medical examiner and deputy medical examiners, and given that these changes affect the shared cost of providing medical examiner services, the Parties desire to amend the terms of the RMEO related to these changed circumstances,

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NOW, THEREFORE, the Parties agree to the following terms and conditions as a Fourth Amendment to the RMEO based upon the foregoing statements:

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**AGREED UPON ~~FOURTH~~ AMENDMENT**

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1. Any reference to Benzie County in the Agreement is hereby deleted.
2. Section, 3. AGREEMENT DURATION AND TERMINATION, shall remain as follows:

This Agreement shall become effective on January 1, 2022, and unless terminated as set forth below, shall continue to December 31, 2022. Thereafter, this Agreement shall renew for four additional terms which each renewal term shall be one year in length, and each renewal term shall be on the same terms and conditions as set forth in this Agreement. This Agreement shall automatically renew for each successive renewal term unless one Party notifies, in writing, the other Party of its intention not to renew this Agreement, at least 60 days prior to the expiration of the then current term.

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Notwithstanding any other provision in this Agreement to the contrary, a Party may terminate its participation under this Agreement by giving 90 days written notice to the other Party.

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3. Section 4.b., as stated under the heading GTC SERVICES TO LC AND BC, shall remain as follows:

a. GTC shall appoint Dr. Joyce deJong as its medical examiner who shall act as the medical examiner for all the parties. In addition, GTC shall also appoint Drs. Joseph Prahlow, Rudolph Castellani, Elizabeth Douglas, Amanda Fisher-Hubbard and Brandy Shattuck as the Deputy Medical Examiners subject to approval of the GTC's Board of Commissioners. Additional Medical Examiners may be appointed upon approval by the Parties. The Parties agree that GTC shall be responsible for the supervision over the services to be performed by the Medical Examiner, Deputy Medical Examiners and Medical Examiner Investigators pursuant to this Agreement including compensation. GTC shall be solely responsible for the compensation of the Medical Examiner, Deputy Medical Examiner(s) and Medical Examiner Investigators.

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4. Section 4.b., as stated under the heading GTC SERVICES TO LC AND BC, shall be amended to remove Rudolph Castellani as a Deputy Medical Examiner.

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5. Section 5., FEES FOR SERVICES, shall be amended to state as follows:

In consideration of GTC's promises under this Agreement, LC agrees to pay GTC its share of the RMEO's operating and maintenance costs. Specifically, as outlined in Exhibit A, which is attached, LC agrees to pay \$5,362.15 per month for core services, not to exceed a total sum of \$65,046.00 per year, for the duration of this Agreement. This compensation shall be paid in monthly installments on or about the tenth day of each month:

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Commented [LE2]: I would suggest incorporating an Exhibit A, which could be adjusted as necessary, spelling out the terms of payment for services rendered.

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- a. The first payment for services is prorated to a monthly fee of \$4883 and shall be paid by Feb 28th, 2020.
- b. All monthly payments shall be due and payable by LC without any further notice or demand from GTC on the first of the month.
- c. Each monthly payment shall be made by check drawn on a county account and shall be made payable to the "Grand Traverse County" and delivered to the attention of the Grand Traverse County Treasurer, 400 Boardman Avenue, Traverse City MI 48684.
- d. Each such payment shall clearly identify that it is a monthly payment being made pursuant to this Agreement and identify the calendar month for which LC intended the payment to apply. LC agree that GTC, in its discretion, may apply any monthly payments received from LC to any past due amount or monthly payment then due and owing to GTC pursuant to this Agreement.

Commented [LE3]: This will need to be adjusted

Each year, prior to the anniversary date of the Agreement GTC shall

review its personnel costs and any costs directly related to the ability of GTC to provide services under this agreement. If those costs have increased, GTC shall notify LC in writing of the amount of and the reason for the increased costs for the service under the Agreement no later than 30 days before the anniversary date of the Agreement. Those increased costs will be assessed as fees to LC from the anniversary date of the Agreement for a one (1) year period. If LC objects to those increased fees, GTC may cancel the Agreement as set out in Paragraph 3 of the original Interlocal Agreement or the parties may agree to amend the fee increase to a different amount, which shall be effective for a one-year period beginning the anniversary date of the Agreement and continuing for a one (1) year period from each anniversary date. If an amended fee is not negotiated until after the anniversary date of the Agreement, LC shall be responsible for payment of the increased fee for each month only in the event a mutual agreement amending the increase fee is reached.

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e. In addition to the fee for operating and maintaining the RMEO, LC shall be responsible from time to time for additional "contractual costs," which are costs related to the following services on a per case basis:

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- i. Body transportation to the morgue;
- ii. Transportation to/from a forensic autopsy;
- iii. Medical Examiner investigation fees;
- iv. Lab and/or toxicology fees;
- v. External Examination fees; and
- vi. Forensic autopsy fees;

GTC shall send LC a separate invoice for any contractual costs, which shall be paid within thirty days of receipt. Payment for contractual costs will be paid in the manner as outlined in the above paragraph c.

6. Except as otherwise stated in this Fourth Amendment, the RMEO shall remain in full force and effect, and to the extent there is a conflict between the terms of the RMEO, the First Amendment, Second Amendment, Third Amendment, and the terms of this Fourth Amendment, the terms and provisions of this Fourth Amendment shall govern and control.

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7. This Amendment may be executed in any number of counterpart originals, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Amendment may be delivered between the parties via telecopy (facsimile) or electronic mail.

**IN WITNESS WHEREOF**, this Fourth Amendment has been duly executed this \_\_\_\_\_ day of \_\_\_\_\_ 2021, and the individuals signing below hereby acknowledge that they have been authorized to execute this Fourth Amendment to the RMEO on behalf of the Parties:

COUNTY OF GRAND TRAVERSE

By: \_\_\_\_\_ Witness: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

COUNTY OF LEELANAU

By: \_\_\_\_\_ Witness: \_\_\_\_\_  
Its: \_\_\_\_\_ Its: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

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# 2022 ADOPTED BUDGET

Fund 101 General Fund

County of Leelanau

Department 530648 Medical Examiner

Period Ending Date: September 30, 2021

Account Number	2019 Audited	2020 Audited	2021 Year-to-date	2021 Adopted Budget	2021 Amended Budget	2022 Proposed Budget	BOC Changes & Dept. Requests	Adopted Budget
Account Name								
<b>Department 530648 Medical Examiner Expenses</b>								
530648-801.000								
Contractual Services	63,746.00	56,295.00	50,575.00	58,596.00	58,596.00	58,596.00	58,596.00	58,596.00
530648-836.000								
Laboratory Fees	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
530648-838.000								
Post-Mortem Exams (PME)	2,341.00	0.00	0.00	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
530648-838.001								
Forensic Autopsies	0.00	4,172.00	2,834.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
530648-839.000								
Transport Services	4,095.70	5,375.00	5,650.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
530648-841.000								
Investigative Referred Case	0.00	0.00	0.00	500.00	500.00	500.00	500.00	500.00
530648-860.000								
M.E. Travel Expenses	0.00	135.70	0.00	0.00	0.00	0.00	0.00	0.00
530648-860.002								
Scene Mileage	531.05	684.83	570.31	500.00	500.00	500.00	500.00	500.00
<b>Expenses Total</b>	<b>70,713.75</b>	<b>66,662.53</b>	<b>59,629.31</b>	<b>85,096.00</b>	<b>85,096.00</b>	<b>85,096.00</b>	<b>85,096.00</b>	<b>85,096.00</b>
<b>Medical Examiner Dept Total</b>	<b>70,713.75</b>	<b>66,662.53</b>	<b>59,629.31</b>	<b>85,096.00</b>	<b>85,096.00</b>	<b>85,096.00</b>	<b>85,096.00</b>	<b>85,096.00</b>



# DRAFT MOTIONS – UNION CONTRACTS/NUE Wages

## Administrator – Ratification of Labor Contracts:

*I move that the Leelanau County Board of Commissioners approve the tentative three-year agreement reached by the Employer, Leelanau County, and the Teamster's General Unit union bargaining team. The Board Chairman is authorized to sign said labor contract following final composition of the 2022-24 contract and review by civil counsel. Seconded by \_\_\_\_\_.*

*I move that the Leelanau County Board of Commissioners approve tentative three-year agreements reached by the Employer, Leelanau County, and the union bargaining teams for the following:*

- Michigan Fraternal Order of Police Labor Council (MFOPLC) Law Enforcement Command Unit
- Michigan Fraternal Order of Police Labor Council (MFOPLC) Corrections Command Unit
- Michigan Fraternal Order of Police Labor Council (MFOPLC) Corrections Unit
- Michigan Fraternal Order of Police Labor Council (MFOPLC) Dispatchers Unit

*The Board Chairman is authorized to sign said labor contracts following final composition of the 2022-24 contract and review by civil counsel. Seconded by \_\_\_\_\_.*

*I move that the Leelanau County Board of Commissioners approve increasing all non-union employee wages by three and one-quarter percent (3.25%) for FY 2022. Seconded by \_\_\_\_\_.*