

Ryan L. Wood  
County Administrator

Craig Longnecker  
Deputy Administrator



100 E. State Street, Suite 2100  
St. Johns, Michigan 48879  
(989) 224-5120 • Fax: (989) 224-5102

[www.clinton-county.org](http://www.clinton-county.org)

**HUMAN RESOURCES COMMITTEE  
THURSDAY, MARCH 21, 2019 AT 4:00 P.M.  
(OR IMMEDIATELY FOLLOWING THE WAYS AND MEANS COMMITTEE MEETING)  
CLINTON COUNTY COURTHOUSE  
BOARD OF COMMISSIONERS ROOM  
100 EAST STATE STREET, ST. JOHNS, MI 48879**

|   |      |  |
|---|------|--|
| 1   | 4:00 | CALL TO ORDER, ADDITIONS TO THE AGENDA   |
| 2   | 4:02 | LIMITED PUBLIC COMMENTS  |
| 3   | 4:05 | PERSONNEL STAFFING:<br>A) CLERK<br>B) CENTRAL DISPATCH<br>C) EQUALIZATION                                    |
| 4   | 4:20 | MERS RESOLUTION ESTABLISHING AUTHORIZED SIGNATORIES FOR MERS CONTRACTS AND SERVICE CREDIT PURCHASE APPROVALS |
| 5   | 4:25 | HEALTH ALLIANCE UPDATE   |
| 6   | 4:30 | RETIREMENT PLAN PROCEDURES – DC PLAN FOR PUBLIC EMPLOYEES 457 GOVERNMENTAL PLAN AND TRUST                    |
| 7   | 4:35 | PERSONNEL MANUAL UPDATES – PAID MEDICAL LEAVE ACT (ADMINISTRATION)   |
| 8   | 4:40 | COMMITTEE/COMMISSION APPOINTMENTS (ADMINISTRATION)   |
| 9   | 4:45 | <b>CLOSED SESSION</b> : COLLECTIVE BARGAINING – COMMAND OFFICERS ASSOCIATION OF MICHIGAN (NO ATTACHMENT)     |
| 10  | 4:55 | COMMISSIONERS' COMMENTS  |
| 11  | 5:00 | ANY OTHER BUSINESS   |
| <b>**MEETING STARTS PROMPTLY AT CALL TO ORDER TIME LISTED OR IMMEDIATELY FOLLOWING THE WAYS AND MEANS COMMITTEE MEETING. AGENDA ITEM TIMES MAY VARY**</b> |      |  |

PACKET INFORMATION IS CURRENT AS OF POSTING DATE. **NOTE:** ADDITIONAL INFORMATION MAY BE PRESENTED ON SCHEDULED AGENDA ITEMS. AGENDA ITEMS MAY ALSO BE ADDED DUE TO BUSINESS NEEDS.

TO REQUEST ACCOMMODATIONS OR MATERIALS IN AN ALTERNATIVE FORMAT, PLEASE CONTACT ADMINISTRATION AT (989)224-5120 OR TDD USERS WITHIN CLINTON COUNTY MAY DIAL 9-1-1 FOR GENERAL COUNTY SERVICES OR USE MICHIGAN RELAY 1-800-649-3777 OR THE NATIONAL RELAY NUMBER OF 7-1-1 NO LATER THAN 48 HOURS PRIOR TO THE MEETING.

Ryan L. Wood  
County Administrator

**CLINTON COUNTY  
OFFICE OF  
ADMINISTRATIVE SERVICES**

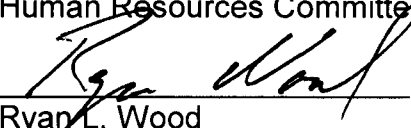
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**TO:** Human Resources Committee

**FROM:**

  
\_\_\_\_\_  
Ryan L. Wood  
County Administrator

**SUBJECT:** Clerk – Succession Plan

**DATE:** March 7, 2019

Attached please find a request to allow the Clerk to recruit a candidate for the court clerk position. Clerk Zuker notes that changes will be coming due to anticipated retirements. In fact, it is possible, if not likely, that more than half of the current staff will be retired at the end of 2020.

It was noted in the 2019 budget transmittal letter that consideration needed to be given to recruiting positions early to allow for overlap with key long term employees. More than \$100,000 was added to the general fund contingency in anticipation of this need. In this case, it is not only the unique duties of the court clerk, anticipated FMLA leave, but also the number of veteran employees that may retire.

**Suggested Action**

Authorize the addition of 1 FTE at Grade 4, deputy county clerk – court clerk.

**Diane Zuker**  
Clinton County Clerk ~ Register of Deeds

**County Clerk**

Courthouse  
100 E. State St., Suite 2600  
St. Johns, MI 48879  
(989) 224-5140 Fax (989) 227-6421



**Register of Deeds**

Courthouse  
100 E. State St., Suite 2500  
St. Johns, MI 48879  
(989) 224-5270 Fax (989) 227-6473

**Date:** March 6, 2019  
**To:** Human Resources Committee  
**From:** Diane Zuker, Clerk/Register  
**Re:** Deputy County Clerk/Court Clerk

Over the course of the next several months, the County Clerk's Office will be experiencing changes in staffing levels due to some impending retirements. In addition, an extended Family Medical Leave will occur over the course of this summer. In an effort to make a successful transition in the office, I am asking the Board of Commissioners to consider approving the posting and filling of a full-time Court Clerk position at the earliest possible date. This will allow the office to recruit qualified candidates to fill the position and begin the extensive training process while at the same time provide additional assistance to the office during the scheduled FMLA this summer.

Please let me know if you need any additional details or have any questions.

Ryan L. Wood  
County Administrator

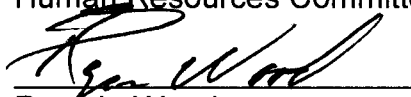
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**TO:** Human Resources Committee

**FROM:**   
Ryan L. Wood  
County Administrator

**SUBJECT:** Central Dispatch – Operations Supervisor

**DATE:** March 7, 2019

Attached please find a request from Central Dispatch Director Collom regarding the retirement plans of the operations supervisor. It is well known that dispatch centers across the region are challenged with maintaining fundamental staffing levels. Staffing challenges combined with the pending transition to the Michigan Public Safety Communication System (MPSCS) make having well trained senior staff in place an imperative need.

**Suggested Action**

Authorize the post and filling of 1 FTE for the position of Central Dispatch – Operations Supervisor.

TO: Mr. Ryan Wood  
County Administrator/Controller  
FROM: Christine Collom  
Central Dispatch Director  
DATE: February 26, 2019  
RE: Operations Supervisor Vacancy

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Ryan,

Ellen Luttig, after 27 years of service to Clinton County Central Dispatch, has officially announced her intent to retire in August 2019. Her position, Operations Supervisor, was created in 2015 to assist the director with the day to day operations and the ongoing technological changes in 911.

The Operations Supervisor position has many responsibilities that include assisting with the current and future computer systems. The person hired for this position will be required to have a skillset that ranges from frontline telecommunicator, CAD and radio administrator, to supporting the director. I am requesting to post and fill this position by June 1, 2019. My goal is to have a person in place to train with Ellen for two months. If an internal candidate is chosen a domino effect of promotions and a new hire will also occur. The training period required for all positions in 911 is an extensive and time consuming process. I am hoping this proactive approach will allow the department to become fully staffed within a year.

Thank you for your consideration.

***Christine Collom, Director***

Ryan L. Wood  
County Administrator


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**TO:** Human Resources Committee

**FROM:**   
Ryan L. Wood  
County Administrator

**SUBJECT:** Equalization Director/Services - Contract

**DATE:** March 7, 2019

Attached please find a contract renewal with Michigan Equalization Services (MES) for professional services related to the 2019/2020 equalization cycle. Total costs increase \$1,800 from the current contract.

Also included is a second contract with MES for commercial/industrial appraisal services as required by the State Tax Commission at a total cost of \$20,000. Last year, the commercial and industrial studies were performed by Mark Holley for \$18,000. In an attempt to provide Eric Harger training regarding the commercial and industrial appraisal studies, Michigan Equalization Services is offering this contract. Michigan Equalization Services would perform all phases of the commercial and industrial studies including data collection, data entry, land value analysis and building value analysis in conjunction with training Eric Harger in these techniques.

Last year the required agricultural studies of 400 parcels were split between Harger and Complete Appraisal Services (Mark Holley). The contract for agricultural appraisals totaled \$14,000. This year MES is proposing that Mark Holley be contracted to perform approximately 300 agricultural parcel studies for approximately \$21,000. Harger would continue to do approximately 100 agricultural parcels. This will allow Harger time to be trained on the commercial and industrial study process.

The 2019 budget has adequate funds to make these adjustments. Overall the equalization budget remains in a reasonable range due to the elimination of 1 FTE in the department.

**Suggested Action**

- 1) Approve the contract for professional services with Michigan Equalization Services at the monthly rate of \$5,250.
- 2) Approve the contract with Michigan Equalization Services for commercial/industrial appraisal studies at a total cost of \$20,000.
- 3) Authorize a contract with Complete Appraisal Services for agricultural appraisal services for approximately \$21,000.

## **Clinton County Contract for Professional Services**

This Agreement is by and between Michigan Equalization Services, LLC (“Company”) located at 2414 Forest Oak Trail, Williamston Michigan, 48895 and the County of Clinton, (“County”) located at 100 East State Street, St. Johns, MI 48879, a municipal corporation and political subdivision of the State of Michigan. The County and the Company by the respective undersigned, authorized officials agree to the providing of services as enumerated below for a fee by the Company on behalf of and for the County.

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. **AGREEMENT TERM.** The term of this Agreement is from May 1, 2019 to April 30, 2020. This Agreement can be terminated for any reason at the option of either the County or the Company with notice of at least thirty (30) calendar days. No representative of the County, other than its Board, acting as a municipal body, has any authority to enter into any agreement for any specified period of time or to make any agreement contrary to that contained herein. The term may be extended or renewed only by the written mutual consent of the parties.
2. **CONTRACTED SERVICES.** The Company shall assign qualified employees to provide services to the Clinton County Equalization Department (“Department”). Company represents, and County understands and agrees, that the Company does and will continue to provide similar services to other clients and the general public. As a limited liability company, the Company, or its members or employees, are not considered to be an employee of the County. The Company, or their employee or member, shall not be eligible for any fringe benefits from the County, including, but not limited to holiday pay, vacation, sick and personal leave, funeral leave, jury duty pay, life, health and dental insurance, military leave, short-term and long-term disability leave and life insurance and pension. The County is not responsible for workers’ compensation and/or liability insurance for employees of the Company. The Company shall be responsible for all necessary federal, state and local obligations for its employees.
3. **SERVICES RENDERED.** The Company agrees to provide the following services to the County:
  - a. **Provide management support to County Administration.** The Company shall provide an employee for management support of the Department, including but not limited to coordination of duties for County employees, continuous analysis of Department processes and procedures, identification and implementation of efficiencies, and incorporation of new technologies, etc. This will involve active communication with those responsible for the overall County administrative duties to ensure consistency with the goals and objectives of the Board of Commissioners.

- b. Perform the equalization function as required by the Michigan General Property Tax Act. Utilizing County staff, the Company and its staff will conduct the equalization function to create uniformity by class among the individual local assessing units within the County and advise the Board of Commissioners regarding whether assessments are relatively equal.
  - c. Complete all necessary sales and appraisal studies for the equalization process. Company staff will collaborate with County staff in the review of properties for the purposes of supplying information for the equalization study, including determining the appraisal of properties that have sold and a sample of other properties in the same class for comparison. The Company will support existing Department staff with required studies, including residential, agricultural, commercial and industrial studies.
  - d. Prepare reports and documentation to determine adjustments by real and personal property class (agricultural, residential, commercial, industrial and developmental) for each local assessing unit. This report, known as the L-4018, is used by local unit assessors to determine final anticipated ratios for the upcoming assessment year and subject to review by the March Board of Review (“MBOR”) of the respective unit.
  - e. Review and equalize after the local assessment units conclude MBOR. This involves reviewing the local assessing unit’s database and ensuring that appropriate ratios as established by equalization study are met. Recommending factoring where appropriate is a responsibility of the Equalization Director and all appropriate information will be provided to the Director for making such recommendation where necessary. Preparation of annual reports for the equalization process will be submitted to the State Tax Commission (“STC”) as required.
  - f. Assist, support, and collaborate with County staff in matters before the Michigan Tax Tribunal or the STC.
  - g. Provide an appropriately certified individual to be appointed by the Board of Commissioners as the Equalization Director. This individual will be responsible for duties of the Equalization Director as provided for through the STC. Neither the Company nor the Equalization Director shall exercise supervision of County employees; rather, the Company, and its staff, shall collaborate with County staff as otherwise provided in this Agreement.
  - h. Provide no less than 96 days for office hours within the County. These days shall be split equally between the role of Equalization Director and other Company staff; however from time to time this schedule may be modified to provide more intense assistance during peak periods. For purposes of this Agreement, a “day” is seven (7) hours.
4. COMPENSATION. In performance of the services herein described a monthly retainer fee in the amount of Five Thousand Two Hundred Fifty Dollars (\$5,250) shall be due and



payable by the County to the Company on the Thirtieth (30th) day of each month, commencing May 1, 2019.

Should said fee not be paid to the Company by the, Thirtieth (30th) of each month, the Company may elect to:

- a. Discontinue the performance of all work and services to be performed under this agreement without any further obligations or
  - b. Continue to perform the work under the provisions of this Agreement with the account being considered delinquent. Should the account be considered delinquent, the County shall pay interest thereon at the rate of 1 1/2 percent (1.5%) compounded monthly from the date due until paid.
5. COUNTY COMMITMENTS. It is understood that the County will provide the Company with the necessary software and Department equipment to perform duties in the office. This shall include BS&A .Net Equalization Software, APEX sketching software, one desktop computer on the County's network, the ability to remotely log into that computer, and internet access for Company staff. The Company will provide such other equipment, software, or tools required, such as staff laptops. The County shall provide office space in the County building or other County owned or leased building for the completion of the terms of this Agreement. The Company shall provide vehicles or other transportation as required for its field work.
  6. COMPLIANCE WITH THE LAW. The Company shall perform all the services to be provided under this Agreement in compliance with applicable Federal, State and local laws, ordinances, rules and regulations.
  7. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder 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.
  8. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto. The Company shall not be permitted to transfer this Agreement to any other party without approval of the County.
  9. COMPLETE AGREEMENT. This Agreement constitutes the complete agreement concerning the contractual arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements concerning the equalization function of the County, oral or written, between the parties, if any. It is understood and agreed that this Agreement shall supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently, or subsequent to the execution of this Agreement. It is further understood that no County personnel have the authority to enter

into any agreement with the Company for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Board through a formal resolution.

10. INVALID PROVISIONS. If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this Agreement on the day and year first above written.

**COMPANY**

**COUNTY OF CLINTON**

BY \_\_\_\_\_  
Scott F. Cunningham  
Michigan Equalization Services, LLC

BY \_\_\_\_\_

## **Clinton County Contract for Equalization Appraisal Services**

This Agreement is by and between Michigan Equalization Services, LLC (“Company”) located at 2414 Forest Oak Trail, Williamston Michigan, 48895 and the County of Clinton, (“County”) located at 100 East State Street, St. Johns, MI 48879, a municipal corporation and political subdivision of the State of Michigan. The County and the Company by the respective undersigned, authorized officials agree to the providing of services as enumerated below for a fee by the Company on behalf of and for the County.

### **IT IS HEREBY AGREED AS FOLLOWS:**

1. **AGREEMENT TERM.** The term of this Agreement is from May 1, 2019 to October 1, 2019. This Agreement can be terminated for any reason at the option of either the County or the Company with notice of at least thirty (30) calendar days. No representative of the County, other than its Board, acting as a municipal body, has any authority to enter into any agreement for any specified period of time or to make any agreement contrary to that contained herein. The term may be extended or renewed only by the written mutual consent of the parties.
2. **CONTRACTED SERVICES.** The Company shall assign qualified employees to provide services to the Clinton County Equalization Department (“Department”). Company represents, and County understands and agrees, that the Company does and will continue to provide similar services to other clients and the general public. As a limited liability company, the Company, or its members or employees, are not considered to be an employee of the County. The Company, or their employee or member, shall not be eligible for any fringe benefits from the County, including, but not limited to holiday pay, vacation, sick and personal leave, funeral leave, jury duty pay, life, health and dental insurance, military leave, short-term and long-term disability leave and life insurance and pension. The County is not responsible for workers’ compensation and/or liability insurance for employees of the Company. The Company shall be responsible for all necessary federal, state and local obligations for its employees.
3. **SERVICES RENDERED.** The Company agrees to provide the following services to the County:
  - a. Inspect approximately 200 Commercial and 75 Industrial properties in the County of Clinton. The sample properties will be selected through a process that is mutually agreed upon by the County and the Company.
  - b. Interview property owners and measure all buildings and site improvements.
  - c. Observe Types of construction and all forms of depreciation and obsolescence.

- d. Photograph building improvements with digital photography equipment and download photos to County database.
  - e. Review lots for size and other characteristics.
  - f. Land, Land Improvements and Structural data shall be entered into the County Computer system.
  - g. Records, computations to become property of the County - The original or suitable copy of records and computations of the Company, in respect to any appraisal of real property in the County, shall be left in the custody of the County as belonging to the County. These records and computations for real property shall be in compliance with the Michigan State Tax Commission and shall include property record cards and sketches that are inputted into the assessment software.
  - h. As a part of the appraisal services, the Company shall provide training to County Staff in all phases of the appraisal function.
4. COMPENSATION. In performance of the services herein described the amount of Twenty Thousand Dollars (\$20,000) shall be due and payable by the County to the Company. The Company shall submit monthly billing statements in accordance with the percent of work performed in each phase (data collection & data entry) during the month preceding billing. These billing statements shall be approved by County Equalization personnel.
- Should said fee not be paid to the Company by the, Thirtieth (30th) of each month, the Company may elect to:
- a. Discontinue the performance of all work and services to be performed under this agreement without any further obligations or
  - b. Continue to perform the work under the provisions of this Agreement with the account being considered delinquent. Should the account be considered delinquent, the County shall pay interest thereon at the rate of 1 1/2 percent (1.5%) compounded monthly from the date due until paid.
5. COUNTY COMMITMENTS. It is understood that the County will provide the Company with the necessary software and Department equipment to perform duties in the office. This shall include BS&A .Net Equalization Software, APEX sketching software, one desktop computer on the County's network, the ability to remotely log into that computer, and internet access for Company staff. The Company will provide such other equipment, software, or tools required, such as staff laptops. The County shall provide office space in the County building or other County owned or leased building for the completion of the terms of this Agreement. The Company shall provide vehicles or other transportation as required for its field work.

6. **COMPLIANCE WITH THE LAW.** The Company shall perform all the services to be provided under this Agreement in compliance with applicable Federal, State and local laws, ordinances, rules and regulations.
7. **WAIVERS.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder 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.
8. **MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto. The Company shall not be permitted to transfer this Agreement to any other party without approval of the County.
9. **COMPLETE AGREEMENT.** This Agreement constitutes the complete agreement concerning the contractual arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior agreements concerning the equalization function of the County, oral or written, between the parties, if any. It is understood and agreed that this Agreement shall supersede and take precedence over any other document, handbook, benefit plan or other material which could otherwise be construed as being contractual in nature, whether in existence prior to, currently, or subsequent to the execution of this Agreement. It is further understood that no County personnel have the authority to enter into any agreement with the Company for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by the Board through a formal resolution.
10. **INVALID PROVISIONS.** If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or enforceability of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this Agreement on the day and year first above written.

**COMPANY**

**COUNTY OF CLINTON**

BY \_\_\_\_\_  
 Scott F. Cunningham  
 Michigan Equalization Services, LLC

BY \_\_\_\_\_

Ryan L. Wood  
County Administrator

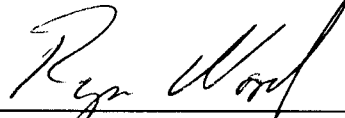
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Craig Longnecker  
Deputy Administrator

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**TO:** Human Resources Committee

**FROM:**   
Ryan L. Wood  
County Administrator

**SUBJECT: Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals**

**DATE:** March 1, 2019

Effective January 1, 2019, the Municipal Employees' Retirement System (MERS) is asking all customers to establish an authorized signatory to execute contracts with MERS. This change is in an effort to ensure consistency and compliance when completing legally-binding documents.

The authorized signatory will be a designated position (ex: County Administrator/Controller, Deputy County Administrator/Controller), not a person. We have the option of choosing up to three positions to serve as signatories. Employees in this role will be authorized to sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit services credit purchase approvals.

**Suggested Action**

Move to adopt the resolution (attached) establishing the County Administrator/Controller and Deputy County Administrator/Controller as the authorized signatories for MERS contracts and service credit purchase approvals.

# Resolution Establishing Authorized Signatories for MERS Contracts and Service Credit Purchase Approvals



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

www.mersofmich.com

This Resolution is entered into under the provisions of 1996 PA 220 and the Municipal Employees' Retirement System of Michigan ("MERS") Plan Document, as each may be amended.

This resolution applies to reporting unit(s) # 1903-01 of the participating municipality listed below.

**WHEREAS**, CLINTON COUNTY ("Employer") is a participating municipality with the Municipal Employees' Retirement System of Michigan ("MERS") and has adopted one or more retirement, insurance, investment or other post-employment benefit products administered by MERS;

**WHEREAS**, MERS requires signatures of an authorized representative of the Employer to execute contracts with MERS, the entry of which is authorized by the governing body and permitted under the applicable MERS Plan Document(s);

**WHEREAS**, the Employer wishes to designate certain job position(s), the holder(s) of which may sign MERS' contracts relating to the adoption, amendment and termination of MERS' products, and defined benefit service credit purchase approvals on behalf of Employer to implement decisions and actions of the governing body;

**WHEREAS**, this Resolution is not intended to apply to MERS forms or any other MERS document except as specifically mentioned herein,

Therefore, the Governing Body resolves:

The holders of the following job position(s) are hereby *Authorized Officials* that can sign: (1) MERS Adoption Agreements, Resolutions, Participation Agreements, Administrative Services Agreements, Withdrawal Agreements and any other contracts between MERS and the Employer with respect to Employer's participation in any MERS-administered product and any amendments and addendums thereto, and (2) MERS Defined Benefit service credit purchase approvals:

1. COUNTY ADMINISTRATOR/CONTROLLER

Optional additional job positions:

2. DEPUTY COUNTY ADMINISTRATOR/CONTROLLER
3. \_\_\_\_\_

This Resolution may be revoked in writing or amended by the Governing Body at any time, provided that it will not be effective until such writing or amended Resolution is received by MERS. The Governing Body agrees that MERS may rely upon this Resolution as conferring signing authority upon the holders of the above job position(s) to bind Employer with respect to MERS.

Adopted at a regular/special meeting of the Governing Body on \_\_\_\_\_, 20\_\_\_\_\_.

Authorized signatory: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**TO:** Human Resources Committee

**FROM:**   
Ryan L. Wood  
County Administrator

**SUBJECT:** Health Alliance Update

**DATE:** March 13, 2019

For the past several years, the County has utilized a committee (Health Alliance) to make health insurance recommendations to the Board of Commissioners. The Alliance consists of representatives from each collective bargaining unit, elected officials and non-union employees.

The Alliance met on February 28<sup>th</sup> to review insurance options for the 2019-2020 Plan Year. The minutes are attached for your review. As of this writing, the Alliance is scheduled to meet again on Tuesday, March 19. A summary of that meeting and a formal recommendation will be presented at the March 21<sup>st</sup> Ways and Means Committee Meeting.



**Clinton County  
Health Alliance Meeting Minutes  
February 28<sup>th</sup>, 2019 @ 2:00 pm**

**Members Present:**

Avery, Randy  
DeLong, Bruce  
Hebeler, Deb  
Krug, Tom (FOP)  
Longnecker, Craig  
Moinet, Shari  
Morrison, Jon  
O'Connor, John  
Sherman, Charles  
Weber, Tina  
Wiswasser, Andrew (FOP)  
Wood, Ryan

**Members Absent:**

Armbrustmacher, Jeff (FOP)  
Bangs, Stephen (FOP)  
Bashore, Chad (COAM)  
Clarke, Scott (COAM)  
Hallock, Chad (FOP)  
Hayes, Kevin (PERA)  
Kemp, Jean (POAM)  
Pignataro, Jonathon (POAM)

**44North Account Service Summary**

- 44North recorded a total of 243 customer service activities throughout the 2018-2019 plan year. The activities included claim advice, contacting insurance carriers and providers, and resolution of unprocessed claims resulting in savings totaling \$5232 to both the employee and the group.
- 44North offers 24/7 customer services both online as well as telephone service.
  - Phone- 855-306-1099
  - [www.44n.com](http://www.44n.com)

**2018 -2019 Renewal and Cost**

- McLaren reporting a 1.7% increase with no changes to plan design.
- Medical HRA deductible/co-insurance reimbursement program is trending better than budget.
- Rx HRA reimbursement program is trending to budget
- Humana Medicare Advantage for retirees 65 and over renewed with an 8.5% decrease for January 2019 renewal. This was due to the HICA tax being removed from the premium.
- Teladoc utilization is at 50% would like to increase that percentage to 60% - 70%. Additional communications will be offered to trigger utilization increase for upcoming plan year.

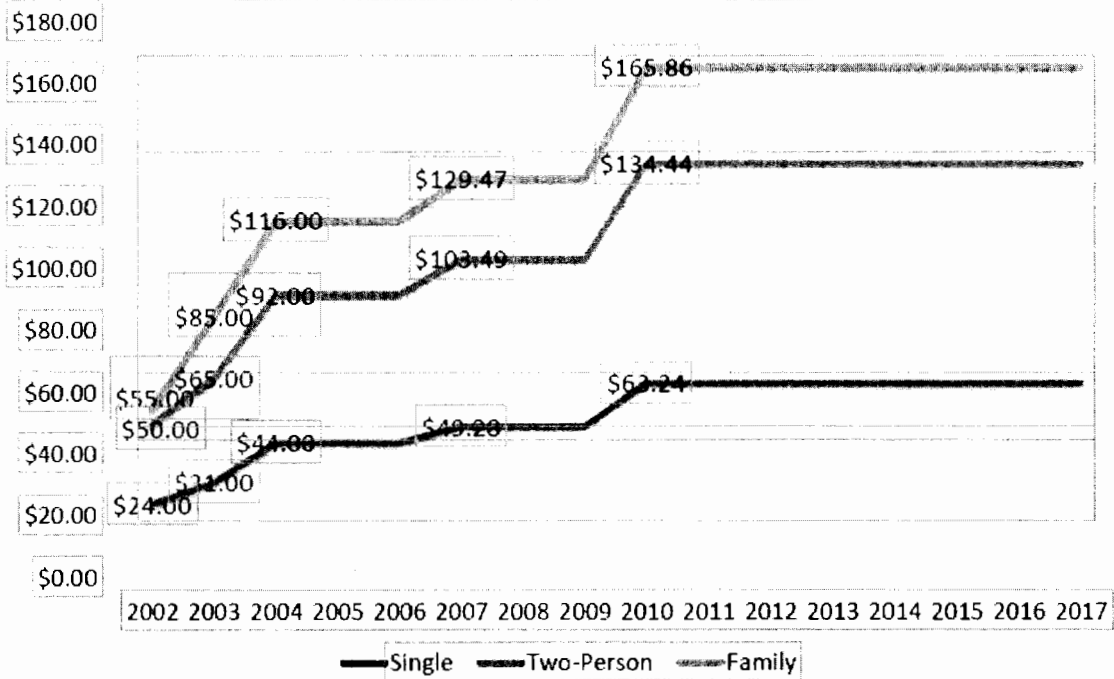
**Other Carriers**

- Bids have been sent to Blue Cross and Blue Shield (BCBS) as well as Physician Health Plan (PHP). Rates are expected to be high by both carriers.
- Priority Health declined due to lack of network physicians in our area.
- Aetna declined as rates were not competitive.

**History of Employee Cost Shares and Medical Plan Designs**

- A summary of the employee cost share and medical plan design changes was provided to the Health Alliance dating from 2001 to present.
- Graph below shows increase in employee cost share since 2002. Cost share has been flat since 2010 due to the diligence of the Health Alliance.

## Employee Cost Shares – High Plan



### Summary

- Insurance quotes from BCBS and PHP to be presented at next meeting.
- Next meeting scheduled **TUESDAY**, March 19<sup>th</sup> @ 2:00 pm

Submitted by,  
Shari Moinet

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Ryan L. Wood  
County Administrator

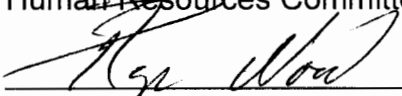
**CLINTON COUNTY  
OFFICE OF  
ADMINISTRATIVE SERVICES**

100 E. State Street, Suite 2100  
St. Johns, Michigan 48879  
(989) 224-5120 • Fax: (989) 224-5102

Craig Longnecker  
Deputy Administrator

www.clinton-county.org

**TO:** Human Resources Committee

**FROM:**   
\_\_\_\_\_  
Ryan L. Wood  
County Administrator

**SUBJECT:** Retirement Plan Procedures

**DATE:** March 12, 2019

Attached please find a set of retirement plan procedures related to the appointment of Trustees and their responsibilities to the deferred compensation plan. The procedures are consistent with the broad authority delegated to the Trustee pursuant to Resolution 2019-1 adopted by the Board of Commissioners on February 26, 2019.

The attached retirement plan procedures specify that the Board of Commissioners shall appoint one Trustee member as Chair of the Trustees.

**Suggested Action:**

Authorize retirement plan procedures as presented and appoint one Trustee member as Chair of the Trustees.

## **RETIREMENT PLAN PROCEDURES**

The Clinton County Board of Commissioners (the “Board”) has resolved to delegate certain authority concerning the Clinton County Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust (the “Plan”). The Board delegates to the Trustees with regard to the Plan authority to (1) perform all functions that are described in the section below that is titled “Responsibilities,” and (2) make all decisions and take all actions that they deem necessary in the course of performing said functions. The Board does not delegate to the Trustees authority to amend, freeze or terminate the Plan.

### **MEMBERSHIP AND VOTING**

- The Trustees shall be appointed by the Board and shall consist of not less than three (3) members. The Board shall appoint one Trustee member as Chair of the Trustees.
- The presence of a majority of Trustee members shall constitute a quorum and will be sufficient to conduct the business of the Trustees. Actions of the Trustees shall be authorized by a vote of a majority of the Trustees members present at a meeting at which a quorum is present.
- Any action which may be taken at a Trustees meeting may be taken without such meeting if consent in writing (including by electronic mail), setting forth the action so taken, is signed by all of the then serving members of the Trustees.

### **AUTHORITY**

The Trustees hold all the powers and authority given to them by the Board, including the powers and authority delegated in these Procedures, except as limited by Plan governing documents and the laws of the State of Michigan. The Trustees have the power to conduct or authorize investigations into any matters within the Trustees’ scope of responsibilities. The Trustees are empowered to retain independent counsel, accountants, and others to assist them in the performance of their duties.

### **RESPONSIBILITIES**

These Procedures grant to the Trustees authority to make all decisions and to take all actions, in their sole discretion, that they deem necessary to fulfill the responsibilities listed below.

The Trustees’ responsibilities shall include:

- Approving written procedures, such as an Investment Policy Statement, pursuant to which the investment options offered under the Plan are selected, monitored, removed and replaced;
- Providing investment direction with regard to fund selection, monitoring, removal and replacement;
- At their discretion, retaining an investment advisor for the Plan;
- Reviewing and monitoring the performance of any retained investment advisor for the Plan;

- Providing such other advice and counsel to the Board relating to the Plan that may be requested by the Board; and
- Performing such other functions that are required by law, or by Plan governing documents, or that are assigned by the Board.

### **DELEGATION OF AUTHORITY**

The Trustees may delegate to any other person or persons all or any part of the Trustees' authority and responsibilities that are assigned to them under these Procedures, and shall promptly inform the Board of each such delegation. All such delegations must be in writing (including by electronic mail) and must be kept with the Minutes of meetings of the Trustees.

### **FREQUENCY OF MEETINGS**

- The Trustees shall meet as deemed necessary by its members, but not less than four times during each calendar year.
- The Chair of the Trustees may call additional meetings to examine and consider such other matters related to their responsibilities as the Trustees may consider desirable.
- A representative of the Trustees shall report to the Board at least once during each calendar year and at other times when requested by the Board.

### **AGENDA**

- The agenda for each meeting of the Trustees shall be determined by the Chair of the Trustees in consultation with other Trustees as appropriate and shall, when possible, be circulated in advance of the meeting.

### **MINUTES**

- Minutes will be taken at each meeting and circulated for review prior to the next meeting.
- At the beginning of each meeting, the proposed Minutes of the most recent prior meeting will be considered for approval.

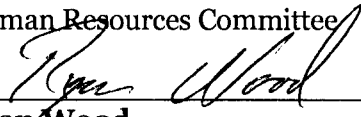
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County Administrator

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**TO:** Human Resources Committee  
**FROM:**   
Ryan Wood  
County Administrator

**SUBJECT: Personnel Manual Updates Paid Medical Leave Act (PMLA)**

**DATE:** March 13, 2019

Due to the recent passage of the Paid Medical Leave Act (PMLA) Act 338 of 2018, the accrual and payment of medical leave will need to be modified to meet the act's requirements. Included for your review is the red-lined version of the Leaves of Absence section of the personnel manual.

**Summary of Personnel Manual changes/modifications:**

- Sick Leave is now referred to as Medical Leave
- PMLA requires immediate accrual of Medical Leave upon hire instead of waiting 120 days with the ability to take the leave after 90 days

The County already exceeds the minimum PMLA requirements for accrual, annual use and carryover. New requirements under the act permit current employees to use leave as accrued instead of restricting use until after the pay period in which it was accrued.

Under the PMLA, current eligible employees not currently accruing Medical Leave will start accruing Medical Leave beginning on March 29, 2019. Employees hired after the act's effective date, will begin accruing once they begin employment.

**Collective Bargaining Contracts (CBA)**

- For union employees, the paid medical leave requirements differ when applied to CBAs. If a CBA is in effect prior to the Act's effective date of March 29, 2019, the PMLA does not preempt the CBA's applicability. When currently effective CBAs expire, the County will be required to comply with the PMLA's requirements and thus, this issue will be a subject of review in negotiations for a successor agreement. On the other hand, CBAs that are not in effect as of March 29, 2019 must be modified as part of the negotiation process.

**Suggested Action:**

Recommend approving the updates to the Personnel Manual as outlined and modify any CBAs not in effect as of March 29, 2019 to ensure compliance with the act.

### 3.15

**ATTENDANCE RECORDS** - Each Department Head shall be responsible for keeping records on all employees of the Department. The attendance records shall designate the actual hours worked, vacation, ~~sick~~-medical leave, compensatory time accumulated and used, and other pertinent facts. Time off shall be allowed with prior approval of the Department Head. These records shall be forwarded to Administration on the last day of each pay period. Pay checks will not be distributed without these records.

Administrative Services shall maintain such employee attendance and payroll records as necessary for implementing this personnel policy.

### 3.16

**OVERTIME** - Overtime is paid at the rate of 1.5 times the regular wage to all FLSA non-exempt employees who, with prior approval of the Department Head, work in excess of eight hours per day or 40 hours per week. BELOW ARE SOME EXCEPTIONS:

\*\*\*\*\*

The Department Head must approve all overtime in advance and the hours must be properly documented on the time card. Vacation credit hours, ~~sick~~ medical, and compensatory leave time do not constitute hours worked for purposes of calculating overtime pay.

\*\*\*\*\*

### 5.1

**FRINGE BENEFITS ELIGIBILITY** - Positions are defined by the approved position list established by the Board of Commissioners. All regular full-time employees of the County shall be eligible for fringe benefits as detailed in this policy. Regular part-time employees shall be eligible, on a pro-rated basis, for vacation, ~~sick~~ medical leave and retirement. Holiday pay for part-time employees shall be based on the number of hours worked on that holiday and only if it is a regularly scheduled work day for that part-time employee. Temporary employees shall not be eligible for any fringe benefits.

Full-time grant employees on the County payroll shall be eligible for the same benefits as full-time employees, provided that the grant funding their position provides for reimbursement of these fringe benefits, unless approved otherwise in advance by the Human Resources Committee.

\*\*\*\*\*

### **LEAVES OF ABSENCE**

### 6.0

**PAID ~~SICK~~ MEDICAL LEAVE** - Employees unable to come to work for reasons of personal or family mental or physical illness, injury, health condition, disability, ~~sickness~~, diagnostic examination, medical care or treatment, or preventive medical care or any other reasons established by Michigan's Paid Medical Leave Act or sickness or disability within the immediate family are eligible to use earned ~~sick~~-medical leave, ~~credits, provided that they~~

Employees must notify their Department Head as early as possible, but in no case later than the morning of the work day for which the employee will be absent. It is expected that the employee shall keep the Department Head advised as to his/her condition and the probable date of return.

A certificate (verification) by a physician selected and paid for by the County if not covered by the employee's insurance may be required by the Department Head at any time, stating the cause or causes of the sickness or disability, and its expected duration or to verify same. The County will not pay for the doctor fee if the

County's physician reports the employee is not or was not sick. The County may require the employee to obtain verification of illness from their own physician and at the employee's expense in addition to or in lieu of the above within three (3) days from the employees' medical leave request.

In the case of a work incapacitating injury or illness for which an employee is eligible for benefits under the County's Sickness and Accident Insurance program or the County's Workers Compensation program, sick-medical leave credits may be utilized, at the employee's request, to equalize the difference between the employee's normal bi-weekly after-tax earnings and the disability or compensation benefits. If an employee receives payments in excess of their regular salary, payments in excess shall be refunded to the County through payroll deduction or as otherwise determined by the County.

Any use of sick time-medical leave by an employee in excess of 3 days within a two week period may require medical certification of the sickness or disability giving rise for the leave. ~~In addition, should an employee use more than 10 days of leave in a calendar year, Administration may require additional documentation and explanation for the use of such leave.~~

## 6.2

**SICK-MEDICAL LEAVE ACCUMULATION AND PAYMENT** - Effective ~~120 days after the beginning immediately upon commencement~~ of employment, Full-time employees shall accumulate 4 hours of sick medical leave per 80 regular, straight time hours worked and may accumulate up to 720 hours. This rate of accumulation shall be pro-rated for Part-time employees. ~~Employees are not entitled to use accumulated medical leave until 90 calendar days after hire. Employees who transfer within the County but are still employed by the County shall retain their accumulated leave.~~ Any accumulated medical leave shall be forfeited upon termination of employment, except that upon an employee's death while the employee is employed with the County or upon retirement under the provisions of the County retirement plan, or upon resignation in good standing from the County with 20 years or more of service, one-half of the employee's accumulated sick medical leave up to a maximum of 360 hours shall be paid. Any Employee who accumulates more than 720 hours of sick-medical leave under this policy or the former version of this policy may not accumulate additional sick-medical leave until his or her total accumulated sick-medical leave is less than 720 hours. At such time, the employee may again accumulate hours under this Section up to a maximum of 720 hours.

## 6.3

**DEATH IN FAMILY** - Employees shall be granted a leave of absence with pay not to exceed 3 days when death occurs in the immediate family defined as parents, step parents, spouse, children, step children, mother-in-law, father-in-law, sister and brother, and one day for grandparents, brother-in-law and sister-in-law. Such leave will not be deducted from sick-medical leave. If additional leave time is requested, the Department Head may authorize vacation, earned sick-medical leave or unpaid time off.

## 10.0

**EMERGENCY SITUATIONS** - When it is deemed to be in the best interest of the employees in the County service to close the buildings or curtail certain services as a result of inclement weather or other emergency situations (such as tornadoes, snowstorms, etc.), such determination shall be made by the Chair of the Board of Commissioners or his/her designated representative. When offices are closed under this section, employees shall record the time on his/her attendance record as Administrative Leave (AL). If an employee is on a previously scheduled vacation day, sick-medical leave, personal day or funeral leave; that employee shall be charged for that day as planned. If courthouse offices are open, but an employee is unable to get to work, earned leave time may be used or it can be taken unpaid. Administrative Leave (AL) shall have no effect on other forms of leave covered in the Personnel Policies.



If any office is closed without this authorization, employees who have lost time shall not be paid for such lost time except:

- a. Earned and unused compensatory time can be utilized for such lost time, or
- b. Earned vacation or personal time can be utilized for such lost time.

If the Courthouse is to be closed under this section due to weather conditions that may develop during the nighttime hours, employees in doubt should check the Clinton County website at <http://www.clinton-county.org> where emergency information will be provided. For those without web access, contact the Clinton County Maintenance Department at (989) 224-5105 where a recorded message will be available with the information after 7:00 a.m.

## **11.1**

**LAY-OFF OF EMPLOYEES** - The termination of positions and the subsequent lay-off of employees shall be determined by the County Board of Commissioners, after consultation with County Department Heads.

Full-time and part-time employees terminated as a result of such action shall be given a minimum of ten (10) calendar days' notice, and upon termination shall be eligible for the payment of any earned but unused vacation time, pro-rated longevity, but not ~~sick~~-medical leave. In addition, the County will continue the employees' life and health insurance coverage for one calendar month past the employees' termination date.

If a full or part-time employee, who has been laid off, is rehired within one year, the employee shall be entitled to credit for prior years' service in calculation of fringe benefits.

## COMMITTEE AGENDA ITEM

|                          |                                |                        |                           |
|--------------------------|--------------------------------|------------------------|---------------------------|
| DATE OF MEETING: 3/21/19 | ESTIMATE OF TIME NEEDED: 5 min | NUMBER OF ATTACHMENTS: | REQUESTOR: Administration |
|--------------------------|--------------------------------|------------------------|---------------------------|

**BRIEFLY DESCRIBE THE ISSUE THE COMMITTEE IS BEING ASKED TO CONSIDER:**

**Vacancies:**

1. **Construction Appeal Board** - Bob Jesse's two (2) year term expired on December 31, 2018. He does not wish to be reappointed.
2. **Zoning Board of Appeals** - Shirley Smith is no longer able to serve as an alternate on the Zoning Board of Appeals.

**Reappointments:**

1. **Jury Board** - Lois Baumer Omundson's term on the Clinton County Jury Board is due to expire on April 30, 2019. In accordance with MCL 600.1301, the Circuit Court Judges recommend her reappointment to this Board as a representative from the Democratic Political Party for a six (6) year term expiring April 30, 2025.

**REQUESTED ACTION:**