OPERATIONS COMMITTEE
MONROE COUNTY BOARD OF COMMISSIONERS
MONDAY, OCTOBER 31, 2022 at 3:00 P.M.
125 EAST SECOND STREET — MONROE, MI 48161
(734) 240-7003

COMMITTEE MEMBERS:
Randy Richardville, Chairman
Mark Brant, George Jondro, Greg Moore, Jr. and David Swartout

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF AGENDA

V. APPROVAL OF MINUTES (09/08/2022)

VI. COMMITTEE BUSINESS

1. Letter dated October 19, 2022 from Mr. Michael Bosanac, Administrator/Chief Financial Officer summarizing new positions included in the 2023 Recommended Budget and outlining additional positions and costs included on the Committee's agenda.

   a. Letter dated October 18, 2022, from Sheriff Troy Goodnough, Monroe County Sheriff's Office requesting approval to create two (2) Sheriff Deputy positions assigned to the Secondary Road Patrol Division with an effective start date of January 3, 2023. ***Note:*** *The cost of one (1) position is already included in the 2023 Recommended Budget.*

   b. Letter dated September 30, 2022 from Ms. Colleen Hinzmann, Director, Information Technology requesting approval to create a Technology Support Technician position effective immediately. Funding is included in the 2022 Budget to fund the position cost in 2022. Additionally, funding is included in the 2023 Recommended Budget to fund the position. ***Note:*** *The cost of this position is already included in the 2023 Recommended Budget.*

   c. Letter dated October 20, 2022 from Mr. Jeff McBee, Director, Planning and Community Engagement requesting approval to create a Geographic Information Systems Specialist position with an effective date of January 3, 2023. Funding is included in the 2023 Recommended Budget to fund the position. ***Note:*** *The cost of this position is already included in the 2023 Recommended Budget.*

2. Letter dated October 10, 2022, from Ms. Annamarie Osment, Monroe County Clerk-Register of Deeds requesting approval to create a Circuit Court Support and Systems Coordinator position in the County Clerk's Office with an effective start date of January 3, 2023.

3. Letter dated October 19, 2022, from Mr. Michael Bosanac, Administrator/Chief Financial Officer submitting a succession and staffing plan for the Central Office including creating Deputy Administrator/Chief Financial Officer and Fiscal Manager positions and requesting funding in the 2023 Budget.

4. Letter dated October 20, 2022 from Mr. Michael Bosanac, Administrator/Chief Financial Officer submitting the following policies for consideration and approval.

    a. Policy #304 Budgeting Procedures (Updated)
    b. Policy #305 Purchasing Policy (Updated)
    c. Policy #308 Contracting for Law Enforcement (Eliminated)
    d. Policy #423 Separation of Employment (Updated)

VII. NEW BUSINESS

VIII. OLD BUSINESS

IX. CITIZENS TIME

X. INFORMATION

XI. COMMISSIONERS TIME

XII. ADJOURNMENT

MONROE COUNTY BOARD OF COMMISSIONERS
OPERATIONS COMMITTEE MEETING MINUTES
SEPTEMBER 8, 2022 AT 3:00 P.M.

I. The Meeting of the Operations Committee of the Monroe County Board of Commissioners was held in the Board Chambers in the City of Monroe on Thursday, September 8, 2022. Chairman Richardville called the meeting to order at 3:00 p.m. Roll call by Clerk as follows:

PRESENT: Mark Brant, George Jondro, Greg Moore, Jr., Randy Richardville and David Swartout

ABSENT: None

A quorum being present, the Operations Committee was able to conduct business.

II. APPROVAL OF AGENDA (09/08/2022)
Motion by Commissioner Jondro, supported by Commissioner Swartout to approve the September 8, 2022 Agenda as presented.

Voice vote taken. Motion carried.

III. APPROVAL OF MINUTES (12/07/2021)
Motion by Commissioner Moore, seconded by Commissioner Brant to approve the December 7, 2021 minutes of the Operations Committee as presented and waive the reading thereof.

Voice vote taken. Motion carried.

IV. COMMITTEE BUSINESS
1. Letter dated August 30, 2022 from Mr. Andrew Clark, Monroe County Museum System Director, requesting approval to transition a part-time Registrar position to a full-time position in the Monroe County Museum System.

   Mr. Clark explained the request and answered questions.

   Motion by Commissioner Brant, supported by Commissioner Jondro to accept the communication, place it on file and recommend to the full Board to approve the request to transition a part-time Registrar position to a full-time position in the Monroe County Museum System.

   Roll call by Clerk as follows:

AYE	NAY	EXCUSED
Mark Brant		
George Jondro		
Greg Moore, Jr.		

Randy Richardville		
David Swartout		

Motion carried.

2. Letter dated August 10, 2022 from Mr. James Risinger, Monroe County Youth Center Director, requesting approval for the Youth Center Reorganization Plan.

   Mr. Risinger explained the request and answered questions.

   Motion by Commissioner Swartout, supported by Commissioner Moore to accept the communication, place it on file and recommend to the full Board to approve the request for the Youth Center Reorganization Plan.

   Roll call by Clerk as follows:

AYE	NAY	EXCUSED
Mark Brant		
George Jondro		
Greg Moore, Jr.		
Randy Richardville		
David Swartout		

Motion carried.

3. Letter dated September 2, 2022 from Mr. Michael Bosanac, Administrator/Chief Financial Officer submitting the following new and updated policies for consideration and approval.

   Mr. Bosanac explained the policies.

   a. Policy #315 Capital Planning (New)
   b. Policy #447 Educational Reimbursement (Updated)
   c. Policy #307 Employee Expense Reimbursement (Updated)
   d. Policy #431 Intern and Co-op Employees (Updated)
   e. Policy #206 Legal Advisor/General Counsel (Replaces Policy# 202)

   Motion by Commissioner Moore, supported by Commissioner Swartout to accept the communication, place it on file and recommend to the full Board to approve the above County policies as presented or with any suggested edits.

   Roll call by Clerk as follows:

AYE	NAY	EXCUSED
Mark Brant		
George Jondro		

Greg Moore, Jr.		
Randy Richardville		
David Swartout		

Motion carried.

VI. NEW BUSINESS –None

V. OLD BUSINESS –None

VIII. CITIZENS TIME –

1. Oliver Moore, son of Commissioner Moore, was given a warm welcome by the Committee

IX. INFORMATION–None

X. COMMISSIONERS TIME –
No comments by Commissioners.

XI. ADJOURNMENT – With no further business, Commissioner Richardville adjourned the meeting at 3:34 p.m.

MONROE COUNTY
FINANCE DEPARTMENT
125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

October 19, 2022

Mr. Randy Richardville, Chairman
Operations Committee
Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

Re: Funded Positions in 2023 Recommended Budget and Additional Staffing Requests on 10/31/2022 Committee Agenda

Dear Mr. Richardville and Committee Members:

As the Committee meets to consider matters on your October 31, 2022 agenda, this letter is written to:

1. Confirm new positions and funding included in the 2023 Recommended Budget
2. Provide Administration's recommendation on the requests that are on your agenda

Attached please find a summary outline of the positions included in the 2023 Budget and those before the Committee that have not been included yet. For the latter, we provide the cost of the positions in 2023 according to each position's the effective date for hire.

Positions in 2023 Budget-
The positions included in the 2023 Recommended Budget are summarized below. These were outlined in the Budget Guidelines as goals, highlighted during the Budget Guidelines presentation and outlined during budget update to the Board on October 4.

1. ***A.* One (1) Sheriff Deputy for Secondary Road Patrol Program**-An increase in the number of deputies for the Sheriff's Office assigned to the Secondary Road/Traffic & Safety Division takes advantage where cost sharing under the state program has been increased. Higher visibility not only improves compliance to traffic laws, but also deters criminal activity and decreases response time to calls for service. Additional deputies will help the Sheriff's Office increase its directed enforcement model in each of the 15 townships across the county from once every two weeks, to twice every two weeks. The increase in deputies assigned to this division allows shift coverage into the late evening hours with a primary focus on alcohol enforcement. While one (1) position is included in the budget, two (2) additional deputies will allow training of individuals in the role of accident reconstruction as preparations are made to replace the two senior deputies in the unit as they retire. A separate letter from the Sheriff is (agenda item 1. a) outlines the request of two (2) deputies. Again, one is included already in the budget. Cost of one (1) Sheriff Deputy-$90,483.

1. ***B.*** **One (1) Information Technology Technician**-This will address the volume of minor IT troubleshooting calls from county employees while freeing up higher level IT staff to focus on areas requiring more in-depth concentration such as implementing new applications, systems and maintaining our complex infrastructure of firewalls, network switches, storage arrays and servers. More proactive measures can be taken to keep systems updated and running efficiently across the entire organization. Staff will be able to focus more effort protecting network systems from cybersecurity threats preventing intrusions from bad actors that could disrupt county operations and services dependent upon technology. We include this position in the 2023 Budget however, the IT Director is requesting a starting date effective immediately and has funding in the current year budget to cover this request to hire now. For 2023, the cost of one (1) IT Technician-$77,758.

1. ***C.*** **One (1) Geographic Information System Specialist**-This position will help develop, support and enable more Web-Based GIS content, provide more geographic data to the public, County departments, and local units of government partners. The goals of the GIS program are centered on providing information to the aforementioned groups in a useful and efficient format that enhances public service delivery by making more informed decisions based on data made available through GIS applications.

   This focus will initially be within public health, law enforcement, and human services that are all currently underway. Additional areas will be in property/land use and emergency planning.

   Many local unit partners do not have the resources available to effectively utilize GIS technology. County staff have created a base "hub" for every municipality within the County and from this platform GIS staff can expand the use of GIS with local partners and tailor applications to their individual community needs. Cost of one (1) GIS Specialist-$69,120.

The total cost for these three (3) positions that are all included in the 2023 Recommended Budget is $237,361. With these positions already budgeted, the General Fund budget projects a $1,140,706 surplus as of 10/18/2022.

Additional Positions:

Under separate correspondence from the Sheriff's Office, County Clerk and the undersigned, the Committee will be asked to approve the following additional positions with 2023 annualized cost as noted:

Count/Position		**2023 Annual Cost**
One (1)	Sheriff Deputy-Secondary Road Patrol Division	$90,483
One (1)	Circuit Court Support and Systems Coordinator	$77,016-$114,875
One (1)	Deputy County Administrator/Chief Financial Officer	$6,813
One (1)	Human Resources Director Backfill (7/1/2023)	$68,132
One (1)	Fiscal Manager (10/1/2023)	$22,641-$29,698
	Total	**$265,085-$310,001**

The annualized costs are illustrated in the worksheets attached. Start dates on some positions vary and we show this. For some position have provided a cost range due to the variable of internal versus external candidates filling the positions.

The cost of adding the positions not already included in the 2023 budget and as outlined in the attached summary is $265,085 to $310,001.

We support the Committee's approval to confirm the positions that have been included in the 2023 Recommended Budget and outlined under #1 above. Further, we support the additional positions requested to be included in the 2023 Budget.

We wanted to provide some background and financial context as the Committee takes up these requests. We will be available to explain the request further or answer questions from members of the committee.

Sincerely,

Michael Bosanac
Administrator/Chief Financial Officer

October 31, 2022 Operations Committee Meeting Summary of Positions in 2023 Budget v. Additional Positions

Agenda Item No.	Department	Position	Funding Included in 2023 Recommended Budget	2023 Cost Low Range	2023 Cost High Range
1	Administrator/CFO	Cover Letter for Committee			
a.	Sheriff's Office	Sheriff Deputy-SRP	Yes		
a.	Sheriff's Office	Sheriff Deputy-SRP	No	$ 90,483	$ 90,483
***b.**	Information Technology	Technology Support Technician	Yes		
*P**osition requested to start immediately-with funding in 2022 IT Budget**					
c.	Planning & Community Engagement	Geographic Information Systems Specialist	Yes		
2	County Clerk	Circuit Court Support & Systems Coordinator	No	$ 77,016	$ 114,875
3	Central Office	Deputy Administrator/CFO	No	$ 6,813	$ 6,813
3	Central Office	Fiscal Manager	No	$ 22,641	$ 29,698
				$ 196,953	$ 241,869

Other: Backfill of HR Director at July 1, 2023		$ 68,132	$ 68,132
Total Additional Cost of All Positions in 2023 Budget		**$ 265,085**	**$ 310,001**

Agenda Item No.	***Start Dates of Above:***	***Funding Source***
1. a	Jan. 1, 2023	2023 Budget
1. b	Nov-22	Funding in 2022 IT budget for immediate start date. Also, 2023 Budget
1. c	Jan. 1, 2023	2023 Budget
2	Jan. 1, 2023	2023 Budget
3	Jan. 1, 2023	2023 Budget
3	Jul. 1, 2023	2023 Budget
3	Oct. 1, 2023	2023 Budget

MONROE COUNTY SHERIFF'S OFFICE
Troy Goodnough, Sheriff

100 East Second Street, Monroe, MI 48161-2163
Telephone: (734) 240-7400 · Fax: (734) 240-7480

October 18, 2022

Mr. Randy Richardville, Chairman
Operations Committee
Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

Re: Request for Two (2) Additional Deputy Sheriffs in the 2023 Budget

Dear Mr. Richardville and Committee Members:

The Sheriff's Office is requesting an increase of two (2) deputy sheriff's for the Sheriff's Office Secondary Road Patrol/Traffic Services Division. The request takes advantage of the increased cost sharing under the state Secondary Road Patrol funding program. Higher visibility not only improves compliance to traffic laws, but also deters criminal activity and decreases response time to calls for service. Additional deputies will allow the Sheriff's Office to increase its directed enforcement model in each of the 15 townships. The increase in deputies assigned to this division allows shift coverage into the late evening hours with a primary focus on alcohol enforcement. While one (1) new position is included in the preliminary budget, an additional deputy will allow training of individuals in accident reconstruction as preparations are made to replace the two (2) senior deputies in the unit as they retire. The cost of one (1) Sheriff Deputy is $90,483; the amount is annualized and we illustrate the maximum amount.

The Secondary Road Patrol allocation from the State of Michigan for 2023 is $242,810 that is allocated exclusively to this law enforcement function. An increase in this funding amount is expected in 2024 with the increase based on the U.S. Consumer Price Index.

Adding two (2) deputies to the Traffic Services Division will give the division more time to spend in municipalities performing traffic enforcement and investigating complaints. With the school year starting, the Traffic Services Division is now receiving Bus Driver Complaint Forms; the deputies assigned to the division investigate each complaint and take the appropriate action. While these matters are important, it takes time away from secondary roadways for general traffic enforcement duties. In addition, the two (2) deputies currently assigned to the division are charged with assisting the Uniform Services deputies in search warrant review and processing. This task also reduces the time spent on active patrol and proactive law enforcement duties.

If approved, one of the deputies who will be assigned to the Traffic Services Division will be a certified Salvage Inspector, which will assist in taking some of the workload off the two deputies currently assigned to this function. With four deputies assigned to the Traffic Services Division, the workload would be disbursed equally, reducing the individual workload, which at times can delay investigations. The two new deputies would be tasked with investigating Serious Injury or

Fatal Crashes on trunk-lines, while the current deputies would investigate Serious Injury or Fatal Crashes on secondary roadways. This is important, because under the Secondary Road Patrol funding guidelines, these deputies are prohibited from investigating crashes on trunk-lines which forces the Sheriff's Office to pay overtime to police the crashes. As the two new deputies are not funded by Secondary Road Patrol funding, they can also be assigned to the freeways giving the Sheriff's Office more visibility and proactive traffic enforcement and accident prevention.

Under the revised staffing plan, the deputies would work special details outside of their normal schedule rotation such as directed patrols involving alcohol enforcement and distracted driving. In addition, there would always be a traffic car on duty seven days a week to handle traffic related calls for service allowing the Uniform Services units the ability to respond to non-traffic related calls for service, with the goal of reducing response times.

We have two deputies currently assigned to the Traffic Services Division who are certified in accident reconstruction. It is worth noting, one of the two can retire within 24-months. The two additional deputies would be certified in accident reconstruction. We are confident the two additional positions will increase proactive traffic enforcement, reduce fatal, serious and property damage accidents making travel on the roads in Monroe County safer for our residents and visitors. The following statistics demonstrate the value of increased proactive traffic enforcement.

2020 Traffic Services Statistics:

Traffic Stops	Citations	Verbal	OWI	Crashes	Call-Outs	Fatal Invest.	Serious Invest.	Vehicle Inspections.
501	412	97	1	76	12	15	1	412

2021 Traffic Services Statistics:

Traffic Stops	Citations	Verbal	OWI	Crashes	Call-Outs	Fatal Invest.	Serious Invest.	Vehicle Inspections.
1,107	1,046	118	7	133	23	17	8	414

2022 Traffic Services Statistics to Date:

Traffic Stops	Citations	Verbal	OWI	Crashes	Call-Outs	Fatal Invest.	Serious Invest.	Vehicle Inspections.
666	628	100	3	55	9	7	4	463

*Vehicle inspections also include Salvage Inspections.

Sincerely,

Troy Goodnough, Sheriff
Monroe County Sheriff's Office

HIRING REVIEW FORM

Department: Monroe County Sheriff's Office

Vacancy Job Title: Deputy Sheriff (2 new positions) -Secondary Road Patrol

Brief Job Description: The increase in deputies assigned to this division allows shift coverage into the late evening hours with a primary focus on alcohol enforcement. Additional deputies will allow the Sheriff's Office to increase its directed enforcement model in each of the 15 townships performing traffic enforcement and investigating complaints.

Budgeted Position: ________ YES

If **YES**, are Funds Available? ________ YES * Must be verified by Finance/HR

________ NO *Must provide Funding Plan, verified by

✓ NO

If **NO,** please provide the following:

Job Description (Must have with New Position, Reclassification)
Point Factoring (Must have with New Position, Reclassification)
Reorganization Plan (When applicable)
Funding Plan Required, Verified by Finance (Include Finance Worksheet)

Department Summary: (Importance of filling vacancy, risks, timing, etc.)

The request takes advantage of the increased cost sharing under the state Secondary Road Patrol funding program. Higher visiblity not only improves compliance to traffic laws, but also deters criminal activity and decreases response time to calls for service.
The Secondary Road Patrol allocation from the State of Michigan for 2023 is $242,810 that is allocated exclusively to this law enforcement enforcement function. An increase in this funding amount is expected in 2024 with the increase based on the U.S. Consumer Price Index.
The two additional deputies would be certified

Completed By: Jeff Pauli, Undersheriff DATE: 10/24/2022

Human Resources/ Finance Use:

Conclusion:

Finance: The annualized cost of adding 2 Deputy Sheriff's is $180,966.33. The cost of 1 Deputy Sheriff ($90,483) has been included in the 2023 recommended budget.

Human Resources: The position will be filled in accordance to County policies and the Collective Bargaining Agreement.

Finance Reviewer: Sue Maier DATE: 10/24/2022
HR Reviewer: Aundrea Armstrong DATE: 10/24/2022

APPROVED BY THE PERSONNEL COMMITTEE ________
APPROVED BY THE FINANCE COMMITTEE ________
APPROVED BY THE FULL BOARD ________

1 Deputy Sheriff							
ITEM	DATE	Department	Union	Classification	WAGES	FRINGES	TOTAL
ANNUAL PROPOSED	DOH 1/1/23	31600	union_01	DEPUTY	$ 62,863	$ 27,620	$ 90,483
				TOTAL COST	$ 62,863	$ 27,620	$ 90,483
2 Deputy Sheriff's							
ITEM	DATE	Department	Union	Classification	WAGES	FRINGES	TOTAL
ANNUAL PROPOSED	DOH 1/1/23	31600	union_01	DEPUTY	$125,726	$ 55,240	$180,966
				TOTAL COST	$125,726	$ 55,240	$180,966

Monroe County
Information Systems Department
Courthouse • 125 East Second Street • Monroe, Michigan 48161-2197
Telephone: 734.240.7310 • Fax: 734.240.7234
Please visit the Monroe County Website: **WWW.CO.MONROE.MI.US**

September 30, 2022

Randy Richardville, Chairman
Operations Committee
Monroe County Board of Commissioners
125 E. Second Street
Monroe, MI 48161

RE: Request to create a Technology Support Technician Position

Dear Chairman Richardville and Committee Members:

Throughout the last several years, the Information Technology Department has worked closely with many of the County offices and departments to implement technologies to improve efficiencies to maintain and, in many cases, increase the services offered to the public. As the technology requirements in the County increase, the IT Department must look to acquire and train staff to meet those requirements. To that end, the Information Technology Department is requesting to add a full-time support technician position (Grade 11).

The County IT Department is implementing procedures and policies to establish controls necessary in the continuous battle in cybersecurity. Part of that involves maintaining an accurate inventory of computers, applications, and peripherals as part of normal operations. This new position will be responsible for this aspect of cybersecurity and many other critical, first-line services, including Help Desk first contact. Attached is the proposed organization chart, job description, point-factoring, and cost analysis of the proposed change.

The IT Department currently has an intern who began his career with the county in July 2021. Since then, he has demonstrated a high technical skill set and has been able to assimilate processes, understand and apply technical requirements, and take on tasks and projects independently. He is a valuable asset to the IT Department and the County. Upon approval to create the full-time Technology Support Technician, we would transition him to full-time status and backfill the intern position.

I am respectfully requesting the Operations Committee recommend approval to the Full Board the request as outlined above.

Sincerely,

Colleen Hinzmann

Colleen M. Hinzmann
Director
Information Technology Department

HIRING REVIEW FORM

Department: Information Technology

Vacancy Job Title: Technology Support Technician

Brief Job Description:

Under the supervision of the Network Managers and Network Engineer, this individual will be the first point of contact for Help Desk calls, will be responsible for installation and ongoing support of end-user computers and software, including trouble shooting and repair. Inventory maintenance.

Budgeted Position: [ ] YES

If **YES**, are Funds Available? [ ] YES * Must be verified by Finance/HR

[ ] NO *Must provide Funding Plan, verified by

[✓] NO

If **NO,** please provide the following:

- Job Description (Must have with New Position, Reclassification)
- Point Factoring (Must have with New Position, Reclassification)
- Reorganization Plan (When applicable)
- Funding Plan Required, Verified by Finance (Include Finance Worksheet)

Department Summary: (Importance of filling vacancy, risks, timing, etc.)

Monroe County has well over 2,000 computing devices and peripherals that are supported by the IT Department. As technologies evolve, those numbers are increasing as well as the level of technical skills required to maintain them. Cybersecurity, in today's world, is a necessity and at its most basic level, maintaining solid control of device, software and systems inventory is critical. This position specifically addresses those areas of Cybersecurity readiness.

Completed By: Colleen Hinzmann, IT Director DATE: 9/30/22

Human Resources/ Finance Use:

Conclusion:

Finance: No budget adjustment necessary. The cost of the position is covered in the 2022 budget. The anticipated cost to the 2023 budget is $73,612, which has been included in the recommended 2023 budget.
HR. The position will be filled in accordance to County policies.

Finance Reviewer: Sue Maier DATE: 10/7/2022
HR Reviewer: Aundrea Armstrong DATE: 10/7/2022

APPROVED BY THE OPERATIONS COMMITTEE ______________
APPROVED BY THE FULL BOARD ______________

INFORMATION TECHNOLOGY DIRECTOR

ACTING CIO
TECHNOLOGY STRATEGIC PLANNING
SOFTWARE LICENSING
CYBERSECURITY OVERSIGHT
NETWORK/INFRASTRUCTURE OVERSIGHT
MANAGE DEPT BUDGET
MANAGE TECHNICAL DEBT
DEVELOP TECHNICAL POLICIES & PROCEDURES

TECHNOLOGY ADVISEMENT
PROJECT MANAGEMENT
NEGOTIATE TECHNICAL CONTRACTS
LIAISON BETWEEN IT & DEPTS/ELECTED OFFICIALS
MANAGE CAPITAL PROJET BUDGET
HIRE IT STAFF
OVERSEE PRINTING FUNCTION
MANAGE PRINTING BUDGET

PRINTING

PROVIDE PRINTING ESTIMATES
PROCESS PRINTING REQUESTS
COORDINATE ORDERS W/VENDORS
DESIGN PRINTED MATERIALS
PRINT ORDERS
INVENTORY ORDER PAPER/SUPPLIES

BIND PRINTED MATERIALS
PREPARE INVOICES
MAINTAIN EQUIPMENT/SERVICE
ANSWER IT HELP DESK
RESET PASSWORDS
ELECTRONIC RECYCLING

NETWORK ENGINEER-CYBERSECURITY

PLAN/IMPLEMENT CYBERSECURITY
DEVELOP SECURITY POLICIES
TROUBLESHOOT SECURITY & NETWORK ISSUES
RESPOND TO NETWORK BREACHES
ENABLE NETWORK SECURITY CONTROLS
TEST/IDENTIFY NETWORK VULNERABILITIES
RECOMMEND SECURITY ENHANCEMENTS
IMPLEMENT CORRECTIVE ACTION PLANS FOR CJIS, HIPAA, DHHS, ETC.
PARTICIPATE IN FINANCIAL AND SECURITY AUDITS
MONITOR NETWORK PERFORMANCE
BACKUP TO WAN MANAGER
CONFIGURE SWITCHES, ROUTERS, FIREWALLS, ETC.
TEAM LEADER FOR ASSIGNED PROJECTS
COORDINATE WITH VENDORS ON NETWORK SECURITY, SOFTWARE, ETC.
ACTS AS SECURITY ADMIN FOR NETWORK
EVALUATE INFRASTRUCTURE PROPOSALS
RESPOND TO HELP DESK CALLS AS NEEDED
MEET W/DEPT HEADS & ELECTED OFFICIALS ON TECHNOLOGY ITEMS
ANALYZE EQUIPMENT PERFORMANCE

NETWORK MANAGER-SERVERS/STORAGE

PLANS & IMPLEMENTS SERVER INFRASTRUCTURE
ADD/REMOVE SERVERS
ADD/REMOVE NETWORK STORAGE
MONITOR SERVER PERFORMANCE
IMPLEMENT/MAINTAIN NETWORK DOMAIN
IMPLEMENT/MAINTAIN NETWORK SSL CERTS
IMPLEMENT/MAINTAIN COUNTY DOMAINS
NETWORK DATA SECURITY
MANAGES APPLICATION REQUIREMENTS ON SERVERS
RUN SERVER REPORTS
DOMAIN SECURITY
PATCH/UPDATE SERVERS
MEET W/DEPT HEADS & ELECTED OFFICIALS
EVALUATE SOFTWARE, DATA PROCESSING PROPOSALS
RESPOND TO HELP DESK CALLS AS NEEDED
TEAM LEADER FOR ASSIGNED PROJECTS
MANAGE DATA BACKUPS/RESTORES

NETWORK MANAGER-APPLICATION

NETWORK DATA SECURITY
MANAGES APPLICATION REQUIREMENTS ON SERVERS
MONITOR APPLICATION PERFORMANCE
PATCH NETWORK APPLICATIONS
SUPPORT/MAINTAIN APPLICATION DATABASES
DOMAIN SECURITY
MEET W/DEPT HEADS & ELECTED OFFICIALS ON TECHNOLOGY ITEMS
RESPOND TO HELP DESK CALLS AS NEEDED
COORDINATE WITH SOFTWARE VENDORS ON APPLICATION IMPLEMENTATIONAND/OR UPDATES
TEAM LEADER FOR ASSIGNED PROJECTS
RESTORE FILES AS NEEDED

WAN MANAGER

PHONE SYSTEM MAINTENANCE
SET UP/DEPLOY NEW PHONES
RUN PHONE LOGS
SECURITY MAINTENANCE SYSTEM
RUN SECURITY LOGS
FIREWALL MAINTENANCE
SWITCH/ROUTER MAINTENANCE
COORDINATE W/OUTSIDE TECHNICAL SUPPORT UPGRADES & TECHNICAL CONFIGURATIONS CHANGES
TEAM LEADER FOR ASSIGNED PROJECTS
ASSESS COMPUTING NEEDS & SYSTEM REQUIREMENTS
MANAGE FIBER INFRASTRUCTURE
COORDINATE FIBER REPAIR AS NEEDED
ANALYZE EQUIPMENT PERFORMANCE

TECHNOLOGY SUPPORT TECHNICIAN

OVERSEE COMPUTER OPERATIONS
MAINTAIN COMPUTER INVENTORY
HELP DESK-PRIMARY
SET UP/IMAGE COMPUTERS
SET UP PRINTER
CREATE COMPUTER IMAGES
COORDINATE COMPUTER REPAIRS WITH VENDOR

REPAIR COMPUTERS – MINOR ISSUES
RESET PASSWORDS
SOFTWARE SUPPORT
ASSIST NETWORK MAINTENANCE
COORDINATE NETWORK ACCESS & USE WITH MANAGERS
ASSIST DNS, DHCP, GROUP POLICY, DOMAIN ADMIN
PARTICIPATE IN ON-CALL

ASSISTANT NETWORK ADMINISTRATOR PROGRAMMER

PRIMARY IT SUPPORT – CITY OF MONROE
SECONDARY IT SUPPORT – COUNTY OF MONROE
MAINTAIN COMPUTER NETWORKS (CI)
PERFORM BACKUP & DISASTER RECOVER OPERATIONS (CI)
CONFIGURE/MONITOR EMAIL APPLICATIONS (CI)
CONFIGURE/MONITOR VIRUS PROTECTION (CI)
MAINTAIN WIRELESS NETWORK (CI)
WEEKLY SERVER MAINTENANCE & PATCH MGT(CI)
PROVIDE BACK UP TO WAN MGR (CO)
PROVIDE BACK UP TO NETWORK MANAGERS & ENGINEERS (CO)

ANSWER COMPUTER/SOFTWARE INQUIRIES
DATA SECURITY (CI)
MONTIOR NETWORK PERFORMACE (CI)
ANALYZE EQUIPMENT PERFORMANCE (CI)
MEET W/DEPARTMENTS (CI)
ASSIST IN AUDITS (CI)
RESPOND TO HELP DESK CALLS (CI & CO)

October 2022

Information Technology – Technology Support Technician

Department:	Information Technology	Wage Grade:	11
FLSA Status:	Non-Exempt	Affiliation:	Non-Union

General Summary:

Under the supervision of the Network Managers and Network Engineer, this individual must have a solid understanding of computer science concepts, hardware, and software troubleshooting, and will be responsible for installation and ongoing support of end-users in Monroe County and contracted local units of government. Participates in identifying, recommending, and implementing solutions on a countywide basis and investigates, identifies, recommends, and corrects daily operational issues relating to local computers and their connectivity to the network. This person will also become familiar with the various county applications, their installation, and maintenance.

Individual must have good problem-solving skills and the ability to work independently. Excellent follow-up skills and commitment to see problems through to solutions are required as is the ability to be a team player with good people skills and to interact and communicate effectively with internal and external customers as well as other team members.

ESSENTIAL JOB FUNCTIONS: The essential functions of this position include, but are not limited to, the following:

- Primary point of contact for Help Desk calls.
- Maintain inventory of computer hardware and software in compliance with Center for Internet Security (CIS) controls
- Oversee the daily performance of computer systems
- Answer user inquiries regarding computer software or hardware operation to resolve problems.
- Create computer images and image computers for deployment
- Setup equipment for employee use, performing or ensuring proper installation of cables, operating systems, or appropriate software
- Install and perform minor repairs to hardware, software, or peripheral equipment, following design or installation specifications
- Reset passwords for network, email, and other applications as assigned.
- Maintain records of daily data communication transactions, problems and remedial actions taken, or installation activities (via Help Desk application)
- Confer with other IT staff or conduct computer diagnostics to investigate and resolve problems or to provide technical assistance and support
- Assist in maintaining and administering computer networks and related computing environments including computer hardware, systems software, applications software, and all configurations
- Monitor data backups and disaster recovery operations and report issues to Network Managers/Engineer for resolution
- Configure, monitor, and maintain various security applications such as antivirus, cyber tools, web filtering/monitor tools, etc.

- Operate master consoles to monitor the performance of computer systems and networks, and to coordinate computer network access and use.
- Assist in maintaining the county website and train/assist other departments in maintaining their own portions of the county website
- Refer major hardware or software problems or defective products Network Manager or Engineer for direction on how to proceed
- Wireless network maintenance and web filtering
- Data backup support
- Network and local printer support
- Completes research on technical topics and issues as requested by the IT Director, Network Managers and Network Engineer and is able to multi-task in a fast-paced environment.
- Participate in rotational on-call schedule

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

EMPLOYMENT QUALIFICATIONS: *(The qualifications listed below are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.)*

Education:

Associate's degree preferred from an accredited institution in business, computer science, information technology, or closely related field. Equivalent experience and training are also acceptable.

Experience:

Experience and proven skills with Microsoft Server 2008 and 2012, 2016, 2019, Active Directory, DNS, TCPIP, Windows 7,8,10, and 11. Experience working with local government or in an education environment is preferred.

Licenses and Certifications:

Knowledge of:

- Good working knowledge of the business practices and requirements of end user departments.
- Networking such as DNS, DHCP, Group Policy and domain administration

Skills in:

- Logical thinking processes
- Active Listening – giving full attention to what people are saying and taking time to understand points being made
- Interpersonal communications at all levels
- Prioritizing tasks and requirements on multiple projects
- Understanding and implementing project requirements
- Training others

- Prepare clear, concise and effective written materials
- Talking to others, conveying information clearly and effectively

Ability to:

- Prioritize the workload and maintain project schedules.
- Work independently.
- Interact positively and objectively with department directors, elected officials, coworkers, end-users, user committees, vendors, regulatory and funding agency programming staff, and other clients from a wide range of cultural and socioeconomic backgrounds and with varying levels of technical knowledge and skills.
- Exercise good judgment.
- Recognize the needs and concerns of people and maintain constructive relationships in working with them.
- Communicate effectively both orally and in writing.
- Attend work regularly and work under stressful conditions.
- Problem sensitivity – ability to tell when something is wrong and effectively communicate without derision or being demeaning.
- Speak clearly.
- Work beyond the normal workday and to be on-call.

Physical Requirements: *(This job requires the ability to perform the essential f functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.):*

- Ability to access departmental files – in both hard copy and electronic format
- Ability to enter and retrieve information from a computer
- Ability to access all areas of County offices
- Vision to read printed materials and a computer screen
- Hearing and speech sufficient to communicate in person or over the telephone
- May drive a County or personal vehicle in the course of the work

Working Conditions:

Works in office conditions but is required to travel to all County locations and some locations outside County for training and professional networking. Will be required to use email, telephone, cell phone and other devices specifically related to the technical requirements of the position.

Point Factor Analysis

Job Title/ Factors	Education & Experience	Ed/ Ex #	Judgment & Independence	Internal and External Relations	Supervision	Sup #	Job Complexity	Responsibility for the Rights of Others	Technology	Impact on Programs, Services & Operations	Document Concentration	Work Environment	Total Points	Grade	Grade Point Parameters
Proposed															
Technology Support Technician	243	c1	370	300	-	-	370	100	140	325	60	5	**1913**	**11**	1901-2050

ITEM	DATE	Department	Union	Classification	Grade	Step	WAGES	FRINGES	TOTAL
PROPOSED	DOH 10/31/22	22800	Union_00	TECHNOLOGY SUPPORT TECHNICAN	RYE11	1	$ 8,057	$ 1,411	$ 9,468
				TOTAL COST			$ 8,057	$ 1,411	$ 9,468
				AVAILABLE FUNDING			$ 14,862	$ 2,229	$ 17,091
				TOTAL COST/(SAVINGS)			$ (6,805)	$ (818)	$ (7,623)
FINANCE CONCLUSION:									
NO BUDGET ADJUSTMENT IS NECESSARY; COST OF POSITION IS INCLUDED IN BUDGET.									
ANNUAL PROPOSED	2023	22800	Union_00	TECHNOLOGY SUPPORT TECHNICAN	RYE11	1	$ 51,865	$ 25,893	$ 77,758

Monroe County

Monroe County Community Planning & Engagement Department

965 South Raisinville Road, Monroe, Michigan 48161
Telephone: 734-240-7375 • Fax: 734-240-3286 • www.co.monroe.mi.us/planning

October 20, 2022

Mr. Randy Richardville, Chairman
Operations Committee
Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

Re: Request for One Additional GIS Specialist in the 2023 Budget

Dear Mr. Richardville and Committee Members:

The Community Planning & Engagement Department is requesting an increase of one (1) Geographic Information Systems (GIS) Specialist.

An additional GIS Specialist would enable the increased production and maintenance of resources beneficial to a wide range of stakeholders within Monroe County. The goals of the GIS program are centered on providing information in a useful and efficient format that enhances service delivery to the public, internal County departments/offices, and local units of government.

Under the current staffing level, the majority of resources are dedicated to maintenance of critical and required systems that are already in place, in particular, updates to Central Dispatch/911 and Equalization Department data bases. As time has permitted, GIS resources have been dedicated to assist other internal areas including law enforcement, public health, elections, and property tax foreclosures. The addition of a GIS Specialist would allow for the continued and advance the development of applications that increase the effectiveness of County departments/offices, as well as the maintenance necessary to maximize the utilization of those applications.

Our community partners, local units of government in particular, stand to see many benefits from a more robust GIS program. A base GIS hub has already been implemented for each city, village, and township within Monroe County. The addition of this position would create the ability to expand both the content and utilization of these resources as the needs and opportunities of our local municipalities arise over time.

We have previously met with County Administration during the development of the 2023 Budget Guidelines and preliminary budget and know this position is included in the Recommended Budget. This communication is the formal request to confirm and authorize it as a funded position in 2023.

Your consideration of this request is appreciated.

Sincerely,

Jeff McBee

Jeff McBee, Director
Monroe County Community Planning & Engagement Department

HIRING REVIEW FORM

Department: Community Planning & Engagement

Vacancy Job Title: GIS Specialist

Brief Job Description:

Under the supervision of the Community Planning & Engagement Director, maintains and configures the mapping applications used on the internal GIS Portal as well as the ArcGIS Online Portal, for use by the public, county employees, community partners and local government staff.

Budgeted Position:

☐ YES

If **YES**, are Funds Available? ☐ YES * Must be verified by Finance/HR

☐ NO *Must provide Funding Plan, verified by

☑ NO

If **NO,** please provide the following:

- Job Description (Must have with New Position, Reclassification)
- Point Factoring (Must have with New Position, Reclassification)
- Reorganization Plan (When applicable)
- Funding Plan Required, Verified by Finance (Include Finance Worksheet)

Department Summary: (Importance of filling vacancy, risks, timing, etc.)

An additional GIS Specialist position would enable increased Web-Based GIS content, providing more geographic data to the public, County departments, and local partners. The goals of the GIS program are centered on providing information to the aforementioned groups in a useful and efficient format that enhances public service delivery. The current staffing level often limits the GIS program to the maintenance of critical and required systems already in place.

Completed By: Jeff McBee, Planning & Engagement Director DATE: 10/20/22

Human Resources/ Finance Use:

Conclusion:

Finance: The anticipated cost to the 2023 budget is $69,120, which has been included in the recommended 2023 budget.

HR. The position will be filled in accordance to County policies.

Finance Reviewer: Sue Maier DATE: 10/24/2022
HR Reviewer: Aundrea Armstrong DATE: 10/24/2022

APPROVED BY THE OPERATIONS COMMITTEE __________
APPROVED BY THE FULL BOARD __________

ITEM	DATE	Number	Department	Union	Grade	Step	Classification	WAGES	FRINGES	TOTAL
ANNUAL PROPOSED	EFFECTIVE	DC	72100	union_04G	RYE09	1	GIS SPECIALIST	$ 44,574.40	$ 24,545.32	$ 69,119.72

ANNAMARIE OSMENT

Monroe County Clerk/Register of Deeds

Monroe County Courthouse • 106 East First Street • Monroe, Michigan 48161-2185

Telephone:
Clerk: (734) 240-7020
Deeds: (734) 240-7390
Fax:
(734) 240-7045
Email:
annamarie_osment@monroemi.org

October 10, 2022

Mr. Randy Richardville, Chairman
Operations Committee
Monroe County Board of Commissioners
125 E Second Street
Monroe, MI 48161

RE: Request to create Circuit Court Support and Systems Coordinator Position

Dear Chairman Richardville and Committee members:

The Monroe County Clerk's commitment to improving service to the community has been the forefront of our operations. We have completed some technology upgrades with many projects still on the horizon. These and future upgrades are affording us the ability to expand services and improve the processes we currently have. The staffing in the clerk's office has remained fairly stable over the past few decades.

Factoring in the expansion of services with technology upgrades, in combination with the increase in legislative changes that affect the clerk's office, we have identified a need for the position of Circuit Court Support and Systems Coordinator. Historically, the Chief Deputy has been heavily involved in the day-to-day workflow of the office, not leaving enough time to concentrate on administrative duties to move the office forward. This new position would help ensure we are in compliance with all Trial Court Standards, improve service to our court partners and citizens, and assist with our future project of the court records management implementation.

Attached is the proposed organization chart, job description, point-factoring, and cost analysis for the proposed change. We would appreciate your support in our vision to improve services to our community and request the Operations Committee recommend approval of the addition of this position to the County Clerk's Office.

Respectfully,

Annamarie Osment
Monroe County Clerk/Register of Deeds

HIRING REVIEW FORM

Department: County Clerk's Office

Vacancy Job Title: Circuit Court Support & Systems Coordinator

Brief Job Description:

Serves as a coordinator for Circuit Court. Coordinates training of staff, workflow, and responds to operational and procedural issues within the division. Performs a number of administrative duties maintaining case management according to each courts plan and more complex tasks of the division. Responsible for integration and support for technology projects for both the court and vitals operations.

Budgeted Position: ☐ YES

If **YES**, are Funds Available? ☐ YES * Must be verified by Finance/HR

☐ NO *Must provide Funding Plan, verified by

☑ NO

If **NO,** please provide the following:

Job Description (Must have with New Position, Reclassification)
Point Factoring (Must have with New Position, Reclassification)
Reorganization Plan (When applicable)
Funding Plan Required, Verified by Finance (Include Finance Worksheet)

Department Summary: (Importance of filling vacancy, risks, timing, etc.)

Changes to processes either through technology upgrades or changes in legislation has made it difficult to keep the highest level of service to our court partners and the community. This new position would help ensure we are in compliance with all Trial Court Standards, improve service to our court partners and citizens. It is important to fill this position now to acclimate and plan for the next large project of a records management system and eventually the electronic filing of court documents.

Completed By: Annamarie Osment DATE: 10-06-2022

Human Resources/ Finance Use:

Conclusion:

Finance: Appropriation to the 2023 budget required. Cost will very depending on hire annual range is $77,016 to $114,875.

HR: Position will be filled in accordance to Collective Bargaining Agreement and County policies.

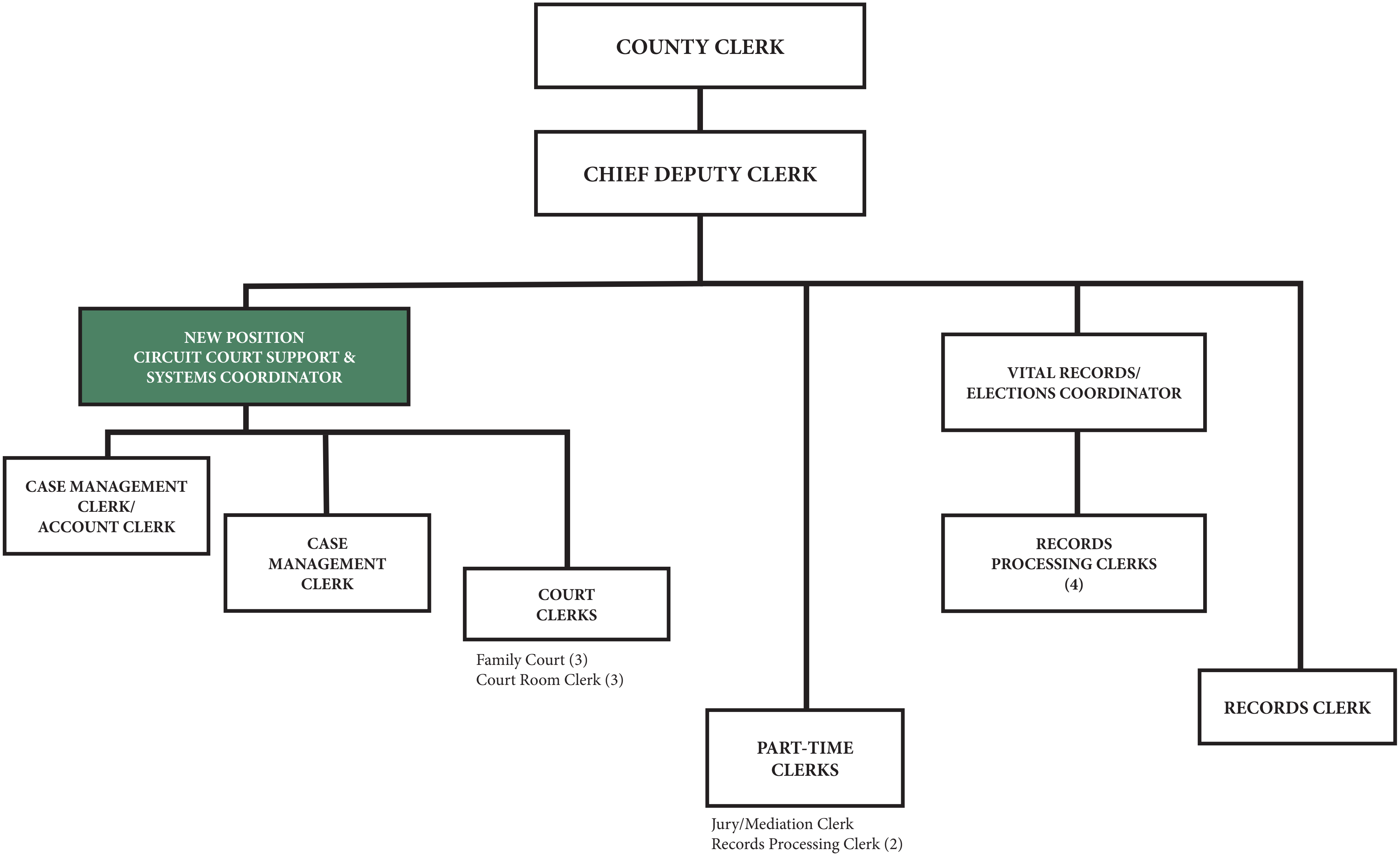
Finance Reviewer: Sue Maier DATE: 10/7/2022
HR Reviewer: Aundrea Armstrong DATE: 10/7/2022

APPROVED BY THE OPERATIONS COMMITTEE __________
APPROVED BY THE FULL BOARD __________

PROPOSED

MONROE COUNTY CLERK

Organizational Chart



October 10, 2022

CIRCUIT COURT SUPPORT AND SYSTEMS COORDINATOR

Department: County Clerk | Wage Grade: 8

FLSA Status: Non-Exempt | Affiliation: TPOAM-General

Position Summary:

Under the supervision of the Chief Deputy County Clerk, performs a variety of tasks involved in providing timely, fair, efficient, and cost-effective disposition of all matters properly presented to the court in compliance with all Trial Court Performance Standards promulgated by the Michigan Supreme Court and in adherence to federal, state and local laws, court rules, codes, and administrative orders. Serves as a coordinator of civil, criminal, or domestic divisions of the Circuit Court. Coordinates training of staff, and workflow, and responds to operational and procedural issues within the division. Performs a number of administrative duties in support of court hearings including management of case files, reassignment of cases according to each court's plan, and more complex tasks of the division. Responsible for integration and support for technology projects for both the court and vitals operations.

Essential Job Functions: The essential functions of this position include, but are not limited to, the following:

- Serves as the lead worker for the Deputy Circuit Court Clerks in the County Clerk Court Division, including coordinating work assignments and work schedules. Responds to operational or procedural questions. Provides input to the Chief Deputy County Clerk on performance evaluation and related issues.
- Provides input on procedures to guide processing of cases within the assigned division and serves as a resource for court staff on issues related to that division. May exercise discretion in dealing with basic issues while remaining mindful that errors may cause widespread issues. Performs and manages the more complex case filings in that division.
- Oversees the processing of cases within assigned division, including ensuring proper case documentation is prepared and maintained, cases are closed in the appropriate manner, and that case processing is performed as required.
- Assists the Judge and judicial staff during, after, and prior to court proceedings with clerical and administrative support as needed.
- Monitors and updates court calendars for times, dates, and proper filing requirements entering same into the court's register of actions and generating notices to appear.

- Reviews court orders, dockets, and updates the case register of actions in accordance with the orders. Provides true copies of orders pursuant to Michigan Court Rules. Specifically, this position is responsible for all phases of case processing and reporting, including opening files from lower courts or federal courts and closing them by generated judgments, dismissals, etc., and processing any appeals within the division.

- Assists the Deputy Circuit Court Clerks, the public, and attorneys, as well as jail staff and Michigan Department of Corrections inmates, and staff, with the resolution of case processing issues. Gathers information, defines issues, and provides information regarding appropriate courses of action and explains court policies and procedures.

- Processes civil bench warrants, out-of-state subpoenas, garnishments, non-service dismissals, remand orders, and bankruptcy filings.

- Assists with the accounting functions of the court, including the administration and release of bonds posted with the court. Reviews balances of fines, costs, restitution, and other monetary sanctions for defendants, victims, parties, and other court personnel. Provides backup support for the Senior Deputy Circuit Court Clerk to the extent possible.

- May be required to perform the regular functions described for a Deputy Circuit Court Clerk.

- Prepares daily, weekly, and monthly reports as needed from the court case management system.

- Works closely with other divisions to share resources and maximize coverage.

- Prepares and maintains manuals for procedures for assigned division. Updates manuals on a continuing basis. Identifies areas to develop and implement new best practices.

- Attends training and workshops to stay current on changing laws and methods of performing their jobs, as well as requirements for administrative practices.

- Assists in the management and implementation of all computer projects and provides continued support for the software for both court and vital records divisions.

- Performs other duties as directed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

EMPLOYMENT QUALIFICATIONS: *(The qualifications listed below are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.)*

Education and Experience:

A high school or equivalent with supplemental college-level coursework in office management and accounting and two years of progressively more responsible administrative experience in a county court office.

Other Requirements:

- Notary Public certification.

Knowledge of:

- Principles and practices of criminal judicial courts, documentation, and reporting.
- Local, state, and federal laws, rules, and regulations
- Office procedures, file setup and maintenance, math and bookkeeping principles, and application and administrative support techniques.
- Principles and processes for providing customer and personal service.
- Clerical procedures and systems.
- Considerable knowledge of creating and reviewing court filings and documentation, receipting payments, and maintaining detailed and accurate records in both electronic and non-electronic formats.

Skills in:

- Proofreading, performing arithmetic calculations, and maintaining accounts, case files, and records.
- Assembling and analyzing data and preparing accurate reports.
- Effectively communicating ideas and concepts orally and in writing.
- Document imaging software and equipment.
- Use of office equipment and technology, including Microsoft Suite applications and the ability to learn software applications and databases utilized by the court and Clerk's Office.
- Prioritizing and meeting required deadlines
- Handling interruptions without losing on-the-job effectiveness
- Being proactive with improvements and concerns related to job duties
- Using sound, independent judgment within established policy and procedural guidelines
- Talking to others to convey information effectively

Ability to:

- Recognize the needs and concerns of people and to maintain constructive relationships in dealing with them
- Follow through until task is completely finished

- Review priorities and adapt them to changing circumstances
- Meet and maintain performance expectations and address any issues therewith
- Establish effective working relationships and use good judgment, initiative, and resourcefulness when dealing with County employees, contractors to the County, representatives of other governmental units, professional contacts, elected officials, and the public.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Demands and Work Environment: (This job may require the ability to perform any of the essential functions contained in this description. These may include but are not limited to, the following requirements. Specific requirements for a job will be identified at the time of employment. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements)

Ability to access department files

Ability to enter and retrieve information from computer

Mobility to climb, bend, stoop, lift 15 lbs, carry, push a cart and work in a normal office setting and use standard office equipment including a computer

Vision to read printed materials and a computer screen

Hearing and speech sufficient to communicate in person or over the telephone

Working Conditions: Works in office conditions

Point Factor Analysis

Job Title/ Factors	Education & Experience	Ed/ Ex #	Judgment & Independence	Internal and External Relations	Supervision	Sup #	Job Complexity	Responsibility for the Rights of Others	Technology	Impact on Programs, Services & Operations	Document Concentration	Work Environment	Total Points	Grade	Grade Point Parameters
Proposed															
Circuit Court Support & Systems Coordinator	243	b3	280	240	30	b1	280	80	100	250	60	5	1568	8	1451-1600

ITEM	DATE	Department	Union	Grade	Step	Classification	WAGES	FRINGES	TOTAL
ANNUAL PROPOSED	EFFECTIVE 1/1/23 DB EMPLOYEE	21500	union_04G	RYE08	9	CIRCUIT COURT SUPPORT & SYSTEMS COORDINATOR	$ 51,230	$ 63,645	$ 114,875
ANNUAL PROPOSED	EFFECTIVE 1/1/23 DC EMPLOYEE	21500	union_04G	RYE08	9	CIRCUIT COURT SUPPORT & SYSTEMS COORDINATOR	$ 51,230	$ 25,785	$ 77,016

Michigan's Cornerstone.

MONROE COUNTY
FINANCE DEPARTMENT
125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

October 19, 2022

Mr. Randy Richardville, Chairman
Operations Committee
Monroe County Board of Commissioners
125 East Second Street
Monroe, MI 48161

Re: Succession\Staffing Plan for Central Office

Dear Mr. Richardville and Committee Members:

During recent performance evaluations of the undersigned, we discussed the value of preparing the organization for leadership transition. Our goal was to act in an orderly and planned manner with sufficient time to ensure a good outcome. We recognize a successful transition takes time and when implemented well, it will assist the organization for effective continuity of operations. While focusing on the chief administrative officer as key to a smooth transition, there are other important leadership roles that cascade under this succession plan. We incorporate these considerations in our approach. Our plan begins with ensuring adequate staffing is in place to transfer knowledge, vision, and values, and then prepare these individuals for continuity of leadership.

Preparing for the next generation of leaders involves a commitment from the Board and from individuals identified to step into these roles. For the Board, expressing its confidence in the next Administrator/Chief Financial Officer will be a key element in the initial phase of a leadership transition. That person will be making additional commitments and become responsible for more span of operations and should do so with the full support of the Board. As noted, this transition will impact a couple levels of organizational hierarchy as other actions will be required to both backfill and expand the support team under new leadership.

Our outline includes a multi-year schedule and a gradual transition that will proceed with benchmarked milestones as a new team is developed with requisite insight and capabilities. These individuals will have different leadership styles and that should be expected. But regardless of styles and approaches, our goal and expectation is for continuity of our organizational outcomes. These results are highly probable by applying a phased transition as we prepare a new team to lead. Our plan contemplates three (3) key phases of transition over the next 3 to 7 years.

The plan is based on the practice of elevating leaders within the organization who have years of experience, a long track record of dedicated performance and have delivered outcomes with positive impacts. It is a model employed extensively in the private sector and the undersigned is a product of this same model. Using this approach leverages both past and ongoing commitments by these leaders and assures a level of confidence in their capacities to continue in the same manner.

Here are the main points with respect to the outline of our succession/staffing plan:

Phase 1-Effective January 3, 2023:
A Deputy County Administrator/Chief Financial Officer position is created with an effective date of January 3, 2023. Most of our comparable counties in Michigan have a deputy or assistant administrator (see Exhibit). Having the position within the organizational chart itself provides for a formal and structured administrative/leadership succession during absences or leaves while creating a sound promotional path. Organizationally, it condenses the line of direct reporting as noted on the attached chart as we lead the administrative units with direct reports to the Administrator/CFO and Deputy Administrator/CFO. The current Director, Human Resources will be the Deputy Administrator/CFO.

Cost of Phase 1:
2023-$6,813
2024-$14,520

Phase 2:
Part A-Effective July 1, 2023:
A new Human Resources Director will be employed once the incumbent moves into the Deputy Administrator role in Phase 1 above and is prepared to begin the backfill transition. With this plan, we mitigate risks as the succession plan keeps the talent within the Central Office as these individuals transition and share insights, work product, strategies, approaches, etc. with backfill replacements. We think this method best prepares these leaders for their new roles to be successful while strengthening our overall administrative team. The current Director, Planning & Community Engagement will become the Director, Human Resources.

Part B-Effective October 1, 2023:
A Fiscal Manager position is created to support financial/accounting functions. The goal of this position is to strengthen our internal control, compliance and financial reporting with an additional focus supporting other financial operations that are decentralized across the organization. One of our strategic initiatives includes the replacement of the enterprise-wide financial management and operating system. This position will lead this project initiative and it will be time and effort intensive. With our current staff resources, we simply do not have adequate staff to take on that task and expect a successful implementation. Once a new financial management and accounting system is implemented, this position will be the database administrator and lead the training effort on financial management across the organization.

Finally, we expect this person to move into the finance leadership position upon retirement of the current Director, Fiscal Services within this plan's time horizon. As financial management of the County continues to increase in complexity and with it the associated time and effort, this approach will provide finance staff with time to prepare the organization to respond to and comply with new and more complex demands.

> Cost of Phase 2A & 2B:
> 2023-$64,832 to $71,889
> 2024-$254,955 to $273,877

Phase 3-Effective January 2, 2024:
Once the Human Resources Director position is backfilled, we will recruit and hire a Planning and Community Engagement Director to lead the departments of Planning and Community Engagement, Commission on Aging and Veteran's Affairs. The timing of this would be incorporated into the 2024 budget.

> Cost of Phase 3:
> 2024-*Savings* of $10,442

The cost ranges presented above in Phases 2A & 2B are due to the unknown of internal or external hires for backfilled positions and placement on compensation/benefit plans.

Funding:
As we move into the final phase of developing the 2023 budget and projections for 2024, we can assure the Board of the capacity to incorporate these plans within the Recommended Budget as outlined above. It is also noted, the phasing involves these leaders filling roles in both their new positions and former ones for six (6) months.

We request your approval and to recommend the same to the full Board of Commissioners and authorize the undersigned to begin implementing this leadership succession/staffing plan for the central administrative function of the County. Supporting this communication please find enclosed the worksheets used to calculate the plan costs and the other exhibits to the plan.

I will be available to explain the request further or answer questions from members of the committee.

Sincerely,

Michael Bosanac
Administrator/Chief Financial Officer

HIRING REVIEW FORM

Department: Central Office

Vacancy Job Title: Succession Planning for Central Office

Brief Job Description:

Create Deputy County Administrator/CFO, Fiscal Manager-Finance and back-fill the Human Resources Director and the Planning & Community Engagement Director positions. Organizational charts, and job descriptions for the new positions are included in the packet.

Budgeted Position: ☐ YES

If **YES**, are Funds Available? ☐ YES * Must be verified by Finance/HR

☐ NO *Must provide Funding Plan, verified by

☑ NO

If **NO,** please provide the following:

Job Description (Must have with New Position, Reclassification)
Point Factoring (Must have with New Position, Reclassification)
Reorganization Plan (When applicable)
Funding Plan Required, Verified by Finance (Include Finance Worksheet)

Department Summary: (Importance of filling vacancy, risks, timing, etc.)

Our Succession plan includes a multi-year schedule and a gradual transition that will progress with benchmarked milestones as a new team is developed with requisite insight and capabilities. Our plan contemplates three (3) key phases of transition over the next 3 to 7 years. The plan is based on the practice of elevating leaders within the organization who have years of experience, a long track record of dedicated performance and have delivered outcomes with positive impacts.

Completed By: Michael Bosanac DATE: 10/13/2022

Human Resources/ Finance Use:

Conclusion:

Finance: Appropriation to the 2023 budget is required. Cost will vary depending on hire. Phase 1 and Phase 2A and 2B Cost range = $71,645 to $78,702.

HR. The position will be filled in accordance to County policies.

Finance Reviewer: Sue Maier DATE: 10/24/2022
HR Reviewer: Aundrea Armstrong DATE: 10/24/2022

APPROVED BY THE OPERATIONS COMMITTEE ____________
APPROVED BY THE FULL BOARD ____________

PHASE 1
01/03/2023

CENTRAL OFFICE ORGANIZATIONAL CHART

ADMINISTRATOR/ CHIEF FINANCIAL OFFICER

DEPUTY ADMINISTRATOR/ CHIEF FINANCIAL OFFICER

ADMINISTRATIVE SUPPORT/MANAGEMENT
STRATEGIC PLANNING
COMMUNITY/ECONOMIC DEVELOPMENT
EXTERNAL STAKE HOLDERS-LOCAL, STATE & FEDERAL
BOARDS/COMMITTEES COORDINATION
POLICY DEVELOPMENT/COMPLIANCE
VISIONING/ORGANIZATIONAL OUTCOMES
SPECIAL PROJECTS
FINANCIAL PLANNING/MANAGEMENT

BUDGET DEVELOPMENT/ADMINISTRATION
COLLECTIVE BARGAINING
RISK MANAGEMENT
LOSS CONTROL PROGRAM
- PROPERTY/CASUALTY
- WORKERS COMPENSATION/SAFETY LIABILITY

LITIGATION MANAGEMENT
BUILDING AUTHORITY
F.O.I.A. OFFICER

CONTRACTUAL / PROFESSIONAL ADMINISTRATION

INDEPENDENT AUDIT
COST ALLOCATION PLAN
ACTUARY
TPA'S
LEGAL COUNSEL

LABOR COUNSEL
LITIGATION COUNSEL
BOND COUNSEL
MIDC ADMINISTRATION

DIRECTOR FISCAL SERVICES

FINANCE DATABASE
FINANCIAL ANALYSIS
GENERAL LEDGER/MONTHLY REPORT
F65 REPORTING
SINGLE AUDIT
QUALIFYING STATEMENTS
FINANCIAL OPERATIONS
AUDIT
BUDGET
C.A.F.R.
G.A.S.B. COMPLIANCE
CONTINUING DISCLOSURE STATEMENTS
BUDGET MAINTENANCE/AMENDMENTS
FINANCIAL REPORTING
MIDC FINANCIAL
EMPLOYEE CALCULATIONS

OPERATIONS COORDINATOR

- PURCHASING
  - PO ADMINISTRATION/COORDINATION
  - RFP'S, QUOTES, BIDS
- FACILITIES/PARKS COORDINATION
  - MAINTENANCE OPERATIONS
  - CUSTODIAL OPERATIONS
  - PARKS OPERATIONS & PARK COMMISSION
  - OVERSEES CONTRACTUAL/SERVICE PROVIDERS
- COURTHOUSE SECURITY
  - SCHEDULING
  - SYSTEMS
- FOIA COORDINATION

DIRECTOR HUMAN RESOURCES

- LABOR RELATIONS
  - NEGOTIATIONS
  - GRIEVANCES
  - CONTRACT INTERPRETATION
- EMPLOYEE RELATIONS
  - POLICY DEVELOPMENT
  - POLICY INTERPRETATION
  - COMPLAINT RESOLUTION
- COMPENSATION/BENEFIT ADMINISTRATION
  - DESIGN/ANALYSIS
  - PROPOSALS
  - RECOMMENDATIONS
- LOSS CONTROL
  - WORKERS' COMPENSATION
  - LIABILITY
- INTERNAL INVESTIGATIONS
- LEADERSHIP SUPPORT
- WORKFORCE DEVELOPMENT
  - TRAINING PROGRAMS
- AUDIT & BUDGET SUPPORT
- UNEMPLOYMENT
- REPORTING/COMPLIANCE
- SECURITY/BAILIFF FIREARMS TRAINING/ COMPLIANCE
- WELLNESS COORDINATOR
- SAFETY COORDINATOR

ACCOUNTANT (2)

VENDOR CHECKS
ACCOUNT SUPPORT
JOURNAL ENTRY
REPORTING
GRANTS
ACCOUNTS RECEIVABLE/PAYABLE
MONTHLY APPROPRIATION
EQUIPMENT LEASING JOURNAL ENTRY
CASH BALANCES
G.L. REVIEW
CAPITAL ASSET
AUTOMATIC ENTRIES
S.E.F.A- SINGLE AUDIT
YEAR END & AUDIT JOURNAL ENTRIES
ATTORNEY VOUCHER APPROVAL
JURY DUTY VOUCHER APPROVAL
BUDGETING ANALYSIS
F.A.S.B.E. DATABASE
AUDIT ITEMS
MARINE GRANT SUPPORT
MAIL DISTRIBUTION

PAYROLL SPECIALIST

PAYROLL ADMINISTRATION
W-2'S
COMPLIANCE/REPORTING
INVOICING
MONTHLY WAGE BASED BENEFITS
BENEFIT TIME ACCRUALS
P.O. INVOICING
CLAIMS/NON-CLAIM
GRANT SUPPORT
CENTRAL OFFICE SUPPLIES
ACCOUNT RECONCILIATIONS
TELEPHONE
WALK-INS

FISCAL MANAGER

MANAGE INTERNAL CONTROL
PROGRAM COMPLIANCE
COORDINATE REPORTING
LEAD TRAINING
FINANCIAL DATABASE MANAGEMENT

ADMINISTRATIVE ASSISTANT/ DEPUTY CLERK - B.O.C

- B.O.C. SUPPORT
  - MEETING AGENDA
  - MEETING MINUTES
  - CORRESPONDENCE
  - TRIBUTE & RESOLUTIONS
  - PENSION MEETING BACK-UP
  - ALL COMMITTEES & PANELS
  - SUPPORT, MINUTES, AGENDA
  - ADMINISTRATIVE FUNCTION
  - SUPPORT & BACK UP
  - PHONE SUPPORT
  - FILING
  - SUPPORT TO OTHER ADMINISTRATIVE OFFICES AS NEEDED

HUMAN RESOURCES COORDINATOR

- INSURANCE BENEFIT ADMINISTRATION
  - OPEN ENROLLMENT/BENEFIT CHANGES
  - FSA/HSA COMPLIANCE
  - ACA REPORTING
  - COBRA MANAGEMENT
  - BILLING/MONTHLY BALANCING
  - RETIREE HEALTHCARE BENEFIT ADMINISTRATION
  - OPEN ENROLLMENT
  - JOURNAL ENTRY
  - REIMBURSEMENT
  - ACTUARY SUPPORT
- PAYROLL ADMINISTRATION
  - NEW-HIRES/CHANGES
  - GARNISHMENTS
- FINANCE SUPPORT
  - NEW VENDOR MANAGEMENT
  - 1099 REPORTING
  - AUTHORIZATION DATABASE

HUMAN RESOURCES ASSISTANT

- EMPLOYMENT
  - RECRUITMENT/POSTING/ADVERTISEMENTS
  - PRE-EMPLOYMENT TESTING/CHECKS
  - ORIENTATIONS
  - REPORTING
- HR SUPPORT
  - RECORDS/FILE MANAGEMENT
  - WC/DISABILITY/
  - FMLA ADMINISTRATION
  - PAYROLL SUPPORT
  - DOT ADMINISTRATION
  - OSHA REPORTING
  - JOB DESCRIPTIONS
  - EMPLOYEE SUPPORT
- WELLNESS ADMINISTRATION
  - WELLNESS PROGRAMS/
  - NEWSLETTER

DIRECT REPORTING

ADMINISTRATOR/CFO

- FINANCE
- PURCHASING/FACILITIES/PARKS
- INFORMATION TECHNOLOGY
- EQUALIZATION
- EMERGENCY MANAGEMENT
- CENTRAL DISPATCH
- INDIGENT DEFENSE
- COMMUNITY CORRECTION

DEPUTY ADMINISTRATOR/CFO

- HUMAN RESOURCES
- PUBLIC HEALTH
- PLANNING/COMMUNITY ENGAGEMENT
- COMMISSION ON AGING
- VETERANS AFFAIRS
- MICHIGAN WORKS
- MUSEUMS
- FAIRVIEW HOME
- COOPERATIVE EXTENSION

October 2022

CENTRAL OFFICE ORGANIZATIONAL CHART

ADMINISTRATOR/ CHIEF FINANCIAL OFFICER

DEPUTY ADMINISTRATOR/ CHIEF FINANCIAL OFFICER

ADMINISTRATIVE SUPPORT/MANAGEMENT
STRATEGIC PLANNING
COMMUNITY/ECONOMIC DEVELOPMENT
EXTERNAL STAKE HOLDERS-LOCAL, STATE & FEDERAL
BOARDS/COMMITTEES COORDINATION
POLICY DEVELOPMENT/COMPLIANCE
VISIONING/ORGANIZATIONAL OUTCOMES
SPECIAL PROJECTS
FINANCIAL PLANNING/MANAGEMENT

BUDGET DEVELOPMENT/ADMINISTRATION
COLLECTIVE BARGAINING
RISK MANAGEMENT
LOSS CONTROL PROGRAM
- PROPERTY/CASUALTY
- WORKERS COMPENSATION/SAFETY LIABILITY

LITIGATION MANAGEMENT
BUILDING AUTHORITY
F.O.I.A. OFFICER

CONTRACTUAL / PROFESSIONAL ADMINISTRATION

INDEPENDENT AUDIT
COST ALLOCATION PLAN
ACTUARY
TPA'S
LEGAL COUNSEL

LABOR COUNSEL
LITIGATION COUNSEL
BOND COUNSEL
MIDC ADMINISTRATION

DIRECTOR FISCAL SERVICES

FINANCE DATABASE
FINANCIAL ANALYSIS
GENERAL LEDGER/MONTHLY REPORT
F65 REPORTING
SINGLE AUDIT
QUALIFYING STATEMENTS
FINANCIAL OPERATIONS
AUDIT
BUDGET
C.A.F.R.
G.A.S.B. COMPLIANCE
CONTINUING DISCLOSURE STATEMENTS
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  - PARKS OPERATIONS & PARK COMMISSION
  - OVERSEES CONTRACTUAL/SERVICE PROVIDERS
- COURTHOUSE SECURITY
  - SCHEDULING
  - SYSTEMS
- FOIA COORDINATION

PART A
07/03/2023

DIRECTOR HUMAN RESOURCES

- LABOR RELATIONS
  - NEGOTIATIONS
  - GRIEVANCES
  - CONTRACT INTERPRETATION
- EMPLOYEE RELATIONS
  - POLICY DEVELOPMENT
  - POLICY INTERPRETATION
  - COMPLAINT RESOLUTION
- COMPENSATION/BENEFIT ADMINISTRATION
  - DESIGN/ANALYSIS
  - PROPOSALS
  - RECOMMENDATIONS
- LOSS CONTROL
  - WORKERS' COMPENSATION
  - LIABILITY
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- LEADERSHIP SUPPORT
- WORKFORCE DEVELOPMENT
  - TRAINING PROGRAMS
- AUDIT & BUDGET SUPPORT
- UNEMPLOYMENT
- REPORTING/COMPLIANCE
- SECURITY/BAILIFF FIREARMS TRAINING/ COMPLIANCE
- WELLNESS COORDINATOR
- SAFETY COORDINATOR

ACCOUNTANT (2)

VENDOR CHECKS
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MONTHLY APPROPRIATION
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PAYROLL SPECIALIST

PAYROLL ADMINISTRATION
W-2'S
COMPLIANCE/REPORTING
INVOICING
MONTHLY WAGE BASED BENEFITS
BENEFIT TIME ACCRUALS
P.O. INVOICING
CLAIMS/NON-CLAIM
GRANT SUPPORT
CENTRAL OFFICE SUPPLIES
ACCOUNT RECONCILIATIONS
TELEPHONE
WALK-INS

PART B
10/02/2023

FISCAL MANAGER

MANAGE INTERNAL CONTROL
PROGRAM COMPLIANCE
COORDINATE REPORTING
LEAD TRAINING
FINANCIAL DATABASE MANAGEMENT

ADMINISTRATIVE ASSISTANT/ DEPUTY CLERK - B.O.C

- B.O.C. SUPPORT
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  - MEETING MINUTES
  - CORRESPONDENCE
  - TRIBUTE & RESOLUTIONS
  - PENSION MEETING BACK-UP
  - ALL COMMITTEES & PANELS
  - SUPPORT, MINUTES, AGENDA
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  - FILING
  - SUPPORT TO OTHER ADMINISTRATIVE OFFICES AS NEEDED

HUMAN RESOURCES COORDINATOR

- INSURANCE BENEFIT ADMINISTRATION
  - OPEN ENROLLMENT/BENEFIT CHANGES
  - FSA/HSA COMPLIANCE
  - ACA REPORTING
  - COBRA MANAGEMENT
  - BILLING/MONTHLY BALANCING
  - RETIREE HEALTHCARE BENEFIT ADMINISTRATION
  - OPEN ENROLLMENT
  - JOURNAL ENTRY
  - REIMBURSEMENT
  - ACTUARY SUPPORT
- PAYROLL ADMINISTRATION
  - NEW-HIRES/CHANGES
  - GARNISHMENTS
- FINANCE SUPPORT
  - NEW VENDOR MANAGEMENT
  - 1099 REPORTING
  - AUTHORIZATION DATABASE

HUMAN RESOURCES ASSISTANT

- EMPLOYMENT
  - RECRUITMENT/POSTING/ADVERTISEMENTS
  - PRE-EMPLOYMENT TESTING/CHECKS
  - ORIENTATIONS
  - REPORTING
- HR SUPPORT
  - RECORDS/FILE MANAGEMENT
  - WC/DISABILITY/
  - FMLA ADMINISTRATION
  - PAYROLL SUPPORT
  - DOT ADMINISTRATION
  - OSHA REPORTING
  - JOB DESCRIPTIONS
  - EMPLOYEE SUPPORT
- WELLNESS ADMINISTRATION
  - WELLNESS PROGRAMS/
  - NEWSLETTER

DIRECT REPORTING

ADMINISTRATOR/CFO

- FINANCE
- PURCHASING/FACILITIES/PARKS
- INFORMATION TECHNOLOGY
- EQUALIZATION
- EMERGENCY MANAGEMENT
- CENTRAL DISPATCH
- INDIGENT DEFENSE
- COMMUNITY CORRECTION

DEPUTY ADMINISTRATOR/CFO

- HUMAN RESOURCES
- PUBLIC HEALTH
- PLANNING/COMMUNITY ENGAGEMENT
- COMMISSION ON AGING
- VETERANS AFFAIRS
- MICHIGAN WORKS
- MUSEUMS
- FAIRVIEW HOME
- COOPERATIVE EXTENSION

October 2022

PHASE 3

CENTRAL OFFICE ORGANIZATIONAL CHART

ADMINISTRATOR/ CHIEF FINANCIAL OFFICER

DEPUTY ADMINISTRATOR/ CHIEF FINANCIAL OFFICER

ADMINISTRATIVE SUPPORT/MANAGEMENT
STRATEGIC PLANNING
COMMUNITY/ECONOMIC DEVELOPMENT
EXTERNAL STAKE HOLDERS-LOCAL, STATE & FEDERAL
BOARDS/COMMITTEES COORDINATION
POLICY DEVELOPMENT/COMPLIANCE
VISIONING/ORGANIZATIONAL OUTCOMES
SPECIAL PROJECTS
FINANCIAL PLANNING/MANAGEMENT

BUDGET DEVELOPMENT/ADMINISTRATION
COLLECTIVE BARGAINING
RISK MANAGEMENT
LOSS CONTROL PROGRAM
- PROPERTY/CASUALTY
- WORKERS COMPENSATION/SAFETY LIABILITY

LITIGATION MANAGEMENT
BUILDING AUTHORITY
F.O.I.A. OFFICER

CONTRACTUAL / PROFESSIONAL ADMINISTRATION

INDEPENDENT AUDIT
COST ALLOCATION PLAN
ACTUARY
TPA'S
LEGAL COUNSEL

LABOR COUNSEL
LITIGATION COUNSEL
BOND COUNSEL
MIDC ADMINISTRATION

DIRECTOR FISCAL SERVICES

FINANCE DATABASE
FINANCIAL ANALYSIS
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C.A.F.R.
G.A.S.B. COMPLIANCE
CONTINUING DISCLOSURE STATEMENTS
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  - CUSTODIAL OPERATIONS
  - PARKS OPERATIONS & PARK COMMISSION
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  - POLICY INTERPRETATION
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- COMPENSATION/BENEFIT ADMINISTRATION
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- SECURITY/BAILIFF FIREARMS TRAINING/ COMPLIANCE
- WELLNESS COORDINATOR
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AUDIT ITEMS
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MAIL DISTRIBUTION

PAYROLL SPECIALIST

PAYROLL ADMINISTRATION
W-2'S
COMPLIANCE/REPORTING
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ACCOUNT RECONCILIATIONS
TELEPHONE
WALK-INS

FISCAL MANAGER

MANAGE INTERNAL CONTROL
PROGRAM COMPLIANCE
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LEAD TRAINING
FINANCIAL DATABASE MANAGEMENT

ADMINISTRATIVE ASSISTANT/ DEPUTY CLERK - B.O.C

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  - MEETING MINUTES
  - CORRESPONDENCE
  - TRIBUTE & RESOLUTIONS
  - PENSION MEETING BACK-UP
  - ALL COMMITTEES & PANELS
  - SUPPORT, MINUTES, AGENDA
  - ADMINISTRATIVE FUNCTION
  - SUPPORT & BACK UP
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  - SUPPORT TO OTHER ADMINISTRATIVE OFFICES AS NEEDED

HUMAN RESOURCES COORDINATOR

- INSURANCE BENEFIT ADMINISTRATION
  - OPEN ENROLLMENT/BENEFIT CHANGES
  - FSA/HSA COMPLIANCE
  - ACA REPORTING
  - COBRA MANAGEMENT
  - BILLING/MONTHLY BALANCING
  - RETIREE HEALTHCARE BENEFIT ADMINISTRATION
  - OPEN ENROLLMENT
  - JOURNAL ENTRY
  - REIMBURSEMENT
  - ACTUARY SUPPORT
- PAYROLL ADMINISTRATION
  - NEW-HIRES/CHANGES
  - GARNISHMENTS
- FINANCE SUPPORT
  - NEW VENDOR MANAGEMENT
  - 1099 REPORTING
  - AUTHORIZATION DATABASE

HUMAN RESOURCES ASSISTANT

- EMPLOYMENT
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  - PRE-EMPLOYMENT TESTING/CHECKS
  - ORIENTATIONS
  - REPORTING
- HR SUPPORT
  - RECORDS/FILE MANAGEMENT
  - WC/DISABILITY/
  - FMLA ADMINISTRATION
  - PAYROLL SUPPORT
  - DOT ADMINISTRATION
  - OSHA REPORTING
  - JOB DESCRIPTIONS
  - EMPLOYEE SUPPORT
- WELLNESS ADMINISTRATION
  - WELLNESS PROGRAMS/
  - NEWSLETTER

DIRECT REPORTING

ADMINISTRATOR/CFO

- FINANCE
- PURCHASING/FACILITIES/PARKS
- INFORMATION TECHNOLOGY
- EQUALIZATION
- EMERGENCY MANAGEMENT
- CENTRAL DISPATCH
- INDIGENT DEFENSE
- COMMUNITY CORRECTION

DEPUTY ADMINISTRATOR/CFO

- HUMAN RESOURCES
- PUBLIC HEALTH
- PLANNING/COMMUNITY ENGAGEMENT
- COMMISSION ON AGING
- VETERANS AFFAIRS
- MICHIGAN WORKS
- MUSEUMS
- FAIRVIEW HOME
- COOPERATIVE EXTENSION

October 2022

Comparable County Survey

Comparable County	Deputy County Administrator Position	County Population	County Taxable Value
Allegan	No	120,502	$ 5,832,190,589
Calhoun	Yes	134,310	$ 4,056,534,214
Eaton	Yes	109,175	$ 4,208,049,024
Ingham	Yes	284,900	$ 9,259,401,126
Jackson	Yes	160,366	$ 5,276,363,423
Kalamazoo	Yes	261,670	$ 10,010,843,549
Lenawee	Yes	99,423	$ 3,948,468,975
Livingston	Yes	193,866	$ 10,846,456,747
Muskegon	Yes	175,824	$ 5,307,848,140
Saginaw	No	190,124	$ 5,763,700,389
St. Clair	Yes, combined with Plannning Director	160,383	$ 7,058,438,068
Monroe	Proposed January 2023	154,809	$ 6,791,188,744
	9 or 82% have Deputy 2 or 18% do not		

MONROE COUNTY
DEPUTY COUNTY ADMINISTRATOR/CHIEF FINANCIAL OFFICER

Department:	Administrator	**Wage Grade:**	19
FLSA Status:	Exempt	**Affiliation:**	Non-Union

General Summary:

Under the general direction of the County Administrator/Chief Financial Officer, carries out directives and implements policies of the County. Performs complex work relating to budget and financial management, workforce leadership, statistical analysis, and support and direction of day to day County operations. Assigned confidential and specialized work assisting the Administrator/Chief Financial Officer including development and administration of the County budget, overseeing all administrative functions of the Central Office and administrative offices of the County. Assists in all operational areas and initiatives, works with legal counsel on collective bargaining, litigation, risk management and safety programs and overall legal and compliance matters. Assigned staff department heads who report directly to Deputy Administrator/CFO. Provides leadership and administrative support to the Administrator/CFO, Board and county offices. Serves as liaison between elected officials, boards, commissions, other agencies and the Board of Commissioners as needed.

Essential Functions: *[An employee in this position may be called upon to do any of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.]*

- In the absence of the Administrator/CFO and as directed, supervises staff responsible for finance, accounting, payroll, purchasing, facilities, information technology and other administrative functions. Includes responsibility for training, assigning work, approving leave time, reviewing and evaluating performance and dealing with employee relations issues within administration.

- Directly supervises appointed managers and functions of the following county departments: Public Health, Human Resources, Planning/Community Engagement, Commission on Aging, Veteran's Affairs, Michigan Works, Museums, Fairview Home, Cooperative Extension and others as assigned. Responsible for assigning duties and functions, and reviewing and evaluating the managerial performance of direct reporting employees.

- Attend Board of Commissioners meetings in support of Administrator/CFO helping to advise, counsel, and present pertinent data, including recommendations, suggestions, alternatives and other information to aid the Board in making decisions and establishing policies in all operational areas of County government.

- Lead overall effort with labor counsel and the Human Resources Director on collective bargaining, employee relations matters and employee benefit programs.

- Participates in the preparation of the annual County budget, including providing input, coordinating budget requests as needed, supplying select financial and operational information used to support funding amounts, leads efforts with the Board and/or Operations Committee on personnel and related operational matters and makes recommendations to Administrator/CFO on funding levels for county administrative units and County offices.

- Performs evaluations of administrative strategies, procedures, programs and services independently while leading others in this effort for improving County operations.

- Assists in coordinating matters regarding corporation counsel work including seeking legal advice and opinions to guide administration operational decisions. Exercises settlement authority through the Administrator/CFO and within policy and programs.

- Plans management services, including conducting studies and developing initiatives on matters and issues of interest to the County, such as annual goals and work plans, comprehensive planning, recreation and health initiatives, and makes recommendations or alternatives to the Administrator/CFO and/or Board for consideration and action.

- Provides assistance to the Administrator/CFO by researching and developing recommendations for effective innovations and procedural changes that improve internal operations and enhance the quality and/or cost effectiveness of County services.

- Confers with department managers to resolve operating challenges. Recommends new or revised policies in response to new or changing circumstances for consideration by the Administrator/CFO. Assists in updating departments of relevant operational changes, improvements and practices for uniform management across the organization.

- Assists in strategic and operational planning for management and maintenance of all County facilities. Provides recommendations on day to day scheduling, staffing, and projects regarding the operation and maintenance of all County buildings, grounds and parks.

- Represents the County and/or Administrator/CFO at meetings with local, state and federal officials. Speaks on behalf of the County at various meetings, presenting the County response and approach while serving as a resource to community partners on existing County policies and issues.

- Assist in administering programs of insurance and risk management including property and liability coverage, risk management and loss control measures, including workers' compensation; assist in the management of litigation, claims, and incident reporting with the County's insurance providers.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications: [*The qualifications listed below are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.*]

<u>Education:</u> Bachelor's in Business or Public Administration or closely related field. Master's Degree in Public Administration desired or certification in a related field of public administration, finance or human resources.

<u>Experience:</u> Eight to ten years of progressively responsible administrative/supervisory experience in local, or state government with responsibility for finance and accounting, budgeting, personnel, and other administrative areas.

<u>Other Requirements:</u>

<u>Knowledge of:</u>

- Business and management principles involved in strategic planning, resource allocation, leadership technique, and coordination of people and resources.
- Local, State and federal laws, ordinances, policies and procedures that guide the provision of local government services.
- Economic and accounting principles and practices, financial markets and reporting of financial data.
- Laws, government regulations, court procedures and the democratic political process.
- Policies, procedures, strategies to promote effective local operations for the protection of people, data, property and institutions.
- Mathematical applications.
- Computer software (MS Word, MS Excel).
- Principles and processes for providing customer service.

<u>Skills in:</u>

- Critical thinking and problem solving. Use of logic and reasoning to identify alternative solutions, conclusions or approaches to problems.
- Identifying complex problems and reviewing related information to develop and evaluate options and implement solutions.
- Considering the relative cost and benefits of potential actions to choose the most appropriate one.
- Determining how money will be spent to get the work done, and accounting for these expenditures.
- Motivating, developing and directing people as they work.
- Understanding written sentences and paragraphs in work related documents.
- Using technology appropriate to the position held.
- Speaking to others to convey information effectively to individuals and in group settings.

<u>Ability to:</u>

- Analyze complex data and exercise sound judgment.
- Establish long-range objectives and specifying the strategies and actions to achieve them.
- Accept criticism and deal calmly and effectively within high stress situations.
- Encourage, motivate and lead subordinate employees.

- Establish and maintain effective relationships with County and other government and private sector officials, County employees and the general public.
- Communicate effectively both verbally and in writing.
- Comprehend information both verbally and in writing.
-

Physical Requirements: *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Ability to access departmental files.

Ability to enter and retrieve information from computer.

Ability to access all areas of County offices and selected areas of facilities for maintenance oversight.

Vision to read printed materials and a computer screen.

Hearing and speech sufficient to communicate in person or over the telephone.

May drive a County or personal vehicle in the course of the work.

Working Conditions: Works in office conditions but is required to travel to all County locations and outside the County for meetings, training and attendance at business functions.

MUNICIPAL CONSULTING SERVICES LLC

September 29, 2022

Ms. Aundrea L. Armstrong
Human Resources Director
County of Monroe, Michigan
125 East Second Street
Monroe, MI 48161

Dear Ms. Armstrong:

This letter is in regard to your request for our firm to conduct a classification analysis for the new position of Deputy County Administrator/Chief Financial Officer.

In completing the classification analysis for this position I have performed the following tasks:

- Reviewed the new job description for the position.
- Developed an additional grade in the County's pay grade structure.
- Point-factored the position utilizing my acquired understanding of the job.
- Developed a recommended grade level for both this position and the County Administrator/Chief Financial Officer.

I have evaluated both positions using the ten point factors which comprise Monroe County's point factor plan. The results of the evaluation are included in the attached Table A.

* * * * *

I have appreciated the opportunity to assist Monroe County in this important classification request. Please feel free to contact me at 734.904.4632 if you have questions or wish to discuss the findings and conclusions.

Very truly yours,

Mark W. Nottley, Principal
Municipal Consulting Services LLC

TABLE A
MONROE COUNTY
POINT TOTALS FROM CLASSIFICATION ANALYSIS PROCESS OF SEPTEMBER 29, 2022

Classification Reviewed:	1	#	2	3	4	#	5	6	7	8	9	10	Recommended Total Points:	Recommended Grade:
Deputy County Administrator/Chief Financial Officer	383	d 5	610	480	150	f5	610	180	90	575	40	5	3123	19
County Administrator/Chief Financial Officer	404	d 6	640	500	175	g 5	640	190	110	600	40	5	3304	20

Monroe County
Fiscal Manager-Finance

Department:	Finance	**Wage Grade:**	14
FLSA Status:	Exempt	**Affiliation:**	Non-Union

GENERAL SUMMARY:

Management position under the general supervision of the Director of Fiscal Services; participates in policy making and program development with other administrative personnel; assists in directing, planning, and organizing County wide financial management, reporting, and accounting functions; supports the Director of Fiscal Services ensuring compliance with accounting rules, laws, and reporting; supports internal control of financial transactions, financial activities across the organization and assists including training of County department's employees in managing finances at a department level; responsible for database management and security of financial management and accounting system. Act on behalf of the Director of Fiscal Services when needed; makes recommendations on improvements to financial and accounting functions across the organization to enhance the effectiveness and accuracy of reporting. Provide financial analyses of administrative operations along with budget recommendations that support the findings of the analysis.

ESSENTIAL FUNCTIONS: *[An employee in this position may be called upon to do any of the following essential functions. These examples do not include all of the duties which the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily.]*

- Assists in managing and directing the operational activities of the Finance Department. Assist in hiring, training, scheduling, assigning work, reviewing, and evaluating performance of employees working in the Finance Department. Assist in developing department goals and objectives and implementation department of policies and procedures.

- Coordinates with others and performs financial analysis of operations evaluating funding needed to achieve organizational goals. Provides financial analyses of administrative operations along with budget recommendations that support the findings of the analysis.

- Acts as lead in managing, monitoring and supporting financial accounting software and database of information. Under authorization from supervisor, maintains user profiles, including account restrictions and program access. Serves as a lead contact for accounting software vendor and for software users. Provides phone support, instructions, answers questions, provides training, etc. for a variety of user skill levels. Creates, maintains and publishes instructional materials. Assists in producing a variety of management reports, including financial reports, vendor listing and custom, on-demand reports, and vendor reports. Coordinates and administers software updates.

- Assist the conversion and integration of departmental financial transaction systems into the County accounting and financial management systems as they are planned and implemented. Analyzes information flow and processes to determine whether they can be improved and/or automated as part of the integration. Coordinates training for various users throughout the County.

- Assist in budget preparation including assisting in planning, distribution of budget documents, collects and processes budget information including budget worksheets. Assists in computing the cost of all employees by collecting, interpreting and compiling data from various sources to use in rate calculations.

- Assist in the development of the Annual Comprehensive Financial Report. Assists the independent certified public accountants under direction of the Director of Fiscal Services with the annual audit fieldwork including preparing correspondence, schedules, reconciliations and custom queries. Help prepare financial reports for various funds including grants, and assist in ensuring compliance with timely reporting to external agencies. Participate in the preparation and distribution of monthly, quarterly and annual financial status reports. Assists the various County departments with accounting procedures, including creating and maintaining instructional materials; performs internal financial audits.

- Maintain County chart of accounts in coordination/compliance with State chart of accounts.

- Act as lead in Grant Compliance. Assists departments in complying with financial, program and reporting requirements.

- Act as lead on GASB compliance. Enhances skills and knowledge of acceptable accounting principles, reporting requirements, and technological advances through ongoing training and educational programs. Reads and confers to keep current on accounting and reporting compliance.

- Performs as directed special projects, surveys, research and analysis.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

EMPLOYMENT QUALIFICATIONS: (*The qualifications listed below are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.)*

Education: Bachelor's degree or equivalent with coursework in accounting, finance, public or business administration or a field related to the work.

Experience: Three years of progressively more responsible professional level experience in a large fund accounting system, which included experience with grant preparation, budget preparation, payroll, accounts payable and receivable, data processing, and database administration. Supervisory experience preferred.

Other Requirements:

Knowledge of:

- Principles and practices of governmental accounting. Working knowledge of federal and state regulations related to area of responsibility.
- Analysis and reporting of financial data.
- Accounting principles, statistical techniques, practices and procedures.

- Administrative and clerical procedures and systems such as word processing, use of computers and computer software (MS Word/MS Excel, database management, and payroll and financial systems), managing files and records.
- Principles and process for providing customer and personal service.

<u>Skill in:</u>

- Handling interruptions without losing on-the-job effectiveness.
- Using sound, independent judgment within established policy and procedural guidelines.
- Using technology appropriate to the position held.
- Establishing and maintaining effective working relationships with those contacted in the course of the work.
- Talking/listening to others to convey information effectively.
- Researching, analyzing and evaluating complex financial data. Detailed oriented.

<u>Ability to:</u>

- To communicate effectively through written and oral communication.
- Work well under pressure, meeting multiple and sometimes conflicting deadlines.
- Recognize the needs and concerns of people and to maintain constructive relationships in dealing with them.
- Recognize issues that interfere with the ability to meet and maintain performance expectations and address them.
- Prioritize and self-direct, analyze situations, identify situations where appropriate to make decisions. Using sound, independent judgment within established policy and procedural guidelines
- Planning and directing the work of others
- Training others in work procedures
- Maintaining accurate records and files
- Preparing clear, concise and effective written material
- Program design and assessment

<u>Physical Requirements:</u> (This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements)

Ability to use standard office equipment including a computer.

Vision to read printed materials and a computer screen.

Hearing and speech sufficient to communicate in person or over the telephone.

Attend work regularly and work under stressful conditions

<u>Working Conditions:</u>
Works in normal office conditions.

May drive a County or personal vehicle in the course of the work.

Point Factor Analysis

Job Title/ Factors	Education & Experience	Ed/ Ex #	Judgment & Independence	Internal and External Relations	Supervision	Sup #	Job Complexity	Responsibility for the Rights of Others	Technology	Impact on Programs, Services & Operations	Document Concentration	Work Environment	Total Points	Grade	Grade Point Parameters
Proposed															
Fiscal Manager	337	d3	460	360	55	c1	460	130	130	400	60	5	2397	14	2351-2500

	2023	**GENERAL FUND COSTS**								
	ITEM	DATE	Department	Union	EFFECTIVE	GRADE	Classification	WAGES	FRINGES	TOTAL
PHASE 1	ANNUAL PROPOSED	PROMO 1/3/23	17200	union_00	1/3/2023	RYE19	DEPUTY COUNTY ADMINISTRATOR/CFO	$ 84,817	$ 88,813	$ 173,630
	AVAILABLE BUDGET	2023	27000	union_00	1/3/2023	RYE17	HUMAN RESOURCES DIRECTOR	$ 81,276	$ 85,541	$ 166,817
							TOTAL PHASE 1 COST	$ 3,541	$ 3,272	$ 6,813
PHASE 2 SCENARIO 1- INTERNAL TRANSFER	PROPOSED	PROMO 7/1/23	27000	union_00	7/1/2023	RYE17	HUMAN RESOURCES DIRECTOR	$ 44,699	$ 23,433	$ 68,132
	PROPOSED	PROMO 10/1/23	19101	union_00	10/1/2023	RYE14	FISCAL MANAGER	$ 18,108	$ 11,590	$ 29,698
							TOTAL PROPOSED	$ 62,807	$ 35,023	$ 97,830
	AVAILABLE BUDGET	JUL-DEC VACANCY	72100	union_00	7/1/2023	RYE15	COMMUNITY PLANNING & ENGAGEMENT DIRECTOR	$ 20,494	$ 5,447	$ 25,942
							AVAILABLE BUDGET	$ 20,494	$ 5,447	$ 25,942
							TOTAL PHASE 2A INTERNAL TRANSFER COST/(SAVINGS)	$ 42,313	$ 29,576	$ 71,889
PHASE 2 SCENARIO 2- EXTERNAL HIRE	PROPOSED	PROMO 7/1/23	27000	union_00	7/1/2023	RYE17	HUMAN RESOURCES DIRECTOR	$ 44,699	$ 23,433	$ 68,132
	PROPOSED	NEW HIRE 10/1/23	19101	union_00	10/1/2023	RYE14	FISCAL MANAGER	$ 18,108	$ 4,533	$ 22,641
							TOTAL PROPOSED	$ 62,807	$ 27,966	$ 90,774
	AVAILABLE BUDGET	JUL-DEC VACANCY	72100	union_00	7/1/2023	RYE15	COMMUNITY PLANNING & ENGAGEMENT DIRECTOR	$ 20,494	$ 5,447	$ 25,942
							AVAILABLE BUDGET	$ 20,494	$ 5,447	$ 25,942
							TOTAL PHASE 2A EXTERNAL HIRE COST/(SAVINGS)	$ 42,313	$ 22,519	$ 64,832
	2024	**GENERAL FUND COSTS**								
	ITEM	DATE	Department	Union	EFFECTIVE	GRADE	Classification	WAGES	FRINGES	TOTAL
PHASE 1	ANNUAL PROPOSED	PROMO 1/3/23	17200	union_00	1/3/2023	RYE19	DEPUTY COUNTY ADMINISTRATOR/CFO	$ 92,664	$ 99,566	$ 192,230
	AVAILABLE BUDGET	2024	27000	union_00	1/3/2023	RYE17	HUMAN RESOURCES DIRECTOR	$ 85,238	$ 92,472	$ 177,710
							TOTAL PHASE 1 COST	$ 7,426	$ 7,094	$ 14,520
PHASE 2 SCENARIO 1 INTERNAL TRANSFER	PROPOSED	PROMO 7/1/23	27000	union_00	7/1/2023	RYE17	HUMAN RESOURCES DIRECTOR	$ 95,206	$ 51,481	$ 146,686
	PROPOSED	PROMO 10/1/23	19101	union_00	10/1/2023	RYE14	FISCAL MANAGER	$ 76,787	$ 50,404	$ 127,191
							TOTAL PHASE 2A INTERNAL TRANSFER COST/(SAVINGS)	$ 171,992	$ 101,885	$ 273,877
PHASE 2 SCENARIO 2 EXTERNAL HIRE	PROPOSED	PROMO 7/1/23	27000	union_00	7/1/2023	RYE17	HUMAN RESOURCES DIRECTOR	$ 95,206	$ 51,481	$ 146,686
	PROPOSED	NEW HIRE 10/1/23	19101	union_00	10/1/2023	RYE14	FISCAL MANAGER	$ 76,787	$ 31,482	$ 108,269
							TOTAL PHASE 2A EXTERNAL HIRE COST/(SAVINGS)	$ 171,992	$ 82,963	$ 254,955
PHASE 3	AVAILABLE BUDGET	2024	72100	union_00	1/1/2024	RYE15	COMMUNITY PLANNING & ENGAGEMENT DIRECTOR	$ 43,723	$ 23,935	$ 67,658
	ANNUAL PROPOSED	2024	72100	union_00	1/1/2024	RYE15	COMMUNITY PLANNING & ENGAGEMENT DIRECTOR	$ 42,294	$ 14,922	$ 57,216
							TOTAL COST/(SAVINGS)	$ (1,429)	$ (9,013)	$ (10,442)

NOTE:

25% OF DEPUTY COUNTY ADMINISTRATOR POSITION IS FUNDED BY HEALTH INSURANCE FUND

100% OF PROMOTED HUMAN RESOURCES DIRECTOR POSITION IS FUNDED BY HEALTH INSURANCE FUND

50% OF COMMUNITY PLANNING & ENGAGEMENT DIRECTOR POSITION IS FUNDED BY COMMISSION ON AGING

MONROE COUNTY

FINANCE DEPARTMENT

125 East Second Street · Monroe, Michigan 48161-2197
Telephone: (734) 240-7250 · Fax (734) 240-7266

October 24, 2022

Mr. Randy Richardville, Chairman
Board of Commissioners Operations Committee
125 East Second Street
Monroe, MI 48161

Re: Recommended Policies for Update

Dear Chairman Richardville and Committee Members:

Enclosed are four (4) policies for consideration by the Committee and subsequently a recommendation to the full Board of Commissioners. The policies are as follows:

- Policy #304-Budgeting Procedures (Updated)
- Policy #305-Purchasing Policy (Updated)
- Policy #308-Contracting for Law Enforcement (Eliminated)
- Policy #423-Separation of Employment (Updated)

The above four policies continue the organization’s efforts to meet compliance with external entities where applicable, align operations with policies and address new and emerging opportunities/challenges within our policies.

We attach is a matrix of the policies that are included for the October 31 meeting providing a summary overview of each policy for consideration, the type or area of operation, its number, name, notable content that was reviewed and subsequently amended and any other supplemental comments for further understanding.

We will briefly review each policy with the committee, respond to questions and look for your support and approval.

Sincerely,

Michael Bosanac
Administrator/Chief Financial Officer

Enclosures

COUNTY OF MONROE
PROGRESS TRACKING OF UPDATED POLICIES
POLICY ORGANIZATION AND GOVERNANCE-2022
OPERATIONS COMMITTEE MEETING OCTOBER 31, 2022

Section	Old Policy #	New Policy #	Policy Name	Content Review	Supplemental Comments
Financial Management	304	304	Budgeting Procedures Update Title to Annual Line Item Budget Development	Updated policy to align and reflect our practices and how we proceed through the budge development process. Removed outdated language not applicable. Added key sections of budget resolution to link the policy and resolution together and more coordinated.	Drafted policy included input from Fiscal Services Director and Administrator/CFO. Added grant application and award requirements that are consistent/compliant with the finance office grant checklist.
Financial Management	305	305	Purchasing	Update of policy to reflect practices is use and strike a balance between need for staff to manage practices against the value of many procedures. Provides further clarification of practices and updates language since 2000 including updates to dollar thresholds, use of electronic submissions and associated policy provisions.	Includes updates on procedure and eliminates linkage to budget resolution as that language is more applicable to Budgeting Procedures policy and Budget Resolution already covers and includes the provisions.
Financial Management	308	N/A	Contracting for Law Enforcement	Policy is deemed to be unnecessary as other practices are in place to have governing board approve new local unit and school agreements prior to implementation.	Recommendation of Administrator/CFO is to eliminate or combine policies where appropriate. This policy is viewed as not needed and recommendation is to remove from policy manual.
Employee Relations	423	423	Separation of Employment	Update provides for clarity of eligibility for policy application specifically for severance, clarifies further the purpose for risk mitigation, provides guide for determining severance amount if applicable.	Includes update and input from labor counsel, strengthens any deficiency in practice from past policy provision, blends input of general counsel, HR Director and Administrator for policy responsibilities.

Updated Copy

Section Name: Financial Management
Section Number: 300
Policy Number: 304

Effective Date:
Date of Revision: November 1, 2022

Subject: Annual Line Item Budget Development

Overview:
A policy outlining a budget process for the County of Monroe defining the responsibilities and the duties of county officers in relation to the process of developing the annual line item budget. This policy describes the obligations of the employees/officers of departments and offices to provide the Administrator/Chief Financial Officer with information relating to their budgetary needs and supporting financial records. This information includes but is not limited to revenues and expenditures, service demands, caseloads, client counts, regulatory requirements and compliance, etc. This information along with other data will be available to form the basis of a Recommended Budget that is prepared and presented by the Administrator/Chief Financial Officer to the Board of Commissioners.

Purpose:
To establish within a defined framework the general procedure and timing for developing the County of Monroe's annual line item budget. To identify those officials who have the responsibility and authority under the Board of Commissioners to collect requisite information from administrative units and elected officials of the County in order to support line items of revenues and expenditures in the Recommended Budget as the basis for the Board of Commissioners to act on adopting a budget.

Scope:
This policy applies to all departments, co-employer, elected offices, courts and administrative units of the Monroe County Government.

Statement of Policy:

A. Fiscal Year: The fiscal year of the County of Monroe shall begin on January 1st of each year and close on December 31st. The County may determine it to be in its best interest to change its fiscal year and may do so upon a majority vote of the governing board upon recommendation of the Administrator/Chief Financial Officer.

B. Administrator/Chief Financial Officer: The Administrator/CFO will be responsible for preparation of a recommended budget and upon adoption of an annual line item budget to be responsible for the administration of the budget pursuant to Public Act 2 of 1968 as amended.

C. Budget Calendar: During January of each fiscal year, the Administrator/CFO shall submit a budget calendar to the Board of Commissioners for approval. This budget calendar shall serve to provide a general timeline by month of the key budget actions that will take place during the fiscal year. The budget actions are those tasks that are required by statute or established budgeting procedures that move the budget through steps that gather information, obligate departments, offices, elected officials and courts to act on submitting budget requests/worksheets and supply requested and necessary budget or operational information to the Administrator/CFO.

D. County Long Range Financial Management Plan: As part of Budget Guidelines, the Administrator/CFO will include a 5-7 year forecast of General Fund revenues and expenses. The forecast will project operating results based on assumptions used and include amounts added to or deducted from Fund Balance. The information will be used in part, along with all other available information to develop the Recommended Budget.

E. Budget Development: Following presentation and acceptance of the Budget Guidelines, the Administrator/CFO shall send to each department the Budget Guidelines and accompanying budget worksheets for each cost center and/or fund for completing and supplying revenue estimates and requesting funding in the new fiscal year.

These instructions shall include information that is necessary to assure that the budgetary estimates of revenues and expenditures of the departments are prepared in a consistent manner.

F. Department Budget Reviews: The Administrator/CFO shall review the departmental estimates of revenues and requested expenditures submitted by a representative of each department.

Following this initial review, additional information may be requested and may include meetings to clarify the estimates, ensure their accuracy and to determine their compliance with budget instructions or other matters relating to developing a recommended budget. The Administrator/CFO shall submit to each department a copy of his/her budget recommendations for that department not less than five (5) days prior to submittal of the Recommended Budget for adoption by the Board of Commissioners.

G. The Annual Line Item Budget Document: The Administrator/CFO shall consolidate the estimates received from the various departments together with the amounts of expected revenues and shall make recommendations relating to those estimates which shall ensure compliance with the budget policy statement and which shall also ensure that the total of estimated expenditures, including an accrued deficit in any fund, does not exceed the total of expected revenues including an unappropriated surplus. The budget shall consist of the following parts:

Part I – Revenues
Part I shall contain detailed estimates of all anticipated revenues applicable to proposed expenditures; summary statements of anticipated revenues classified by fund and source; comparisons between revenues actually received during the completed fiscal year, those received and anticipated for the current fiscal year and those anticipated for the ensuing fiscal year along with projections for the 2nd ensuing fiscal year; the estimated surplus or unobligated balance of the current fiscal year and any additional information required by the Board of Commissioners.

Part II – Expenditures
Part II shall contain estimates of all operating and capital outlay expenditures for the ensuing fiscal year along with projections for the 2nd ensuing fiscal year. It shall include a statement of proposed expenditures from all funds classified by

organizational unit, character, object, functions and activity. It shall show in the same classification of expenditure, the expenditures of the last completed fiscal year, those anticipated for the current fiscal year and shall include as separate items any deficit from the preceding fiscal year that was not included in the budget for the current year and any anticipated deficit resulting from operations of the current year.

<u>Part III – Capital Improvement and Capital Outlay</u>
Part III shall follow Capital Planning Policy #315.

H. <u>Transmittal Of Budget To The Board Of Commissioners</u>: The Administrator/CFO shall transmit the budget to the Board of Commissioners no later than the date outlined in the Board approved annual budget calendar of each year. Periodic update of progress on the preliminary budget may be provided at select milestone dates or when measurable progress is made and reporting is deemed appropriate by the Administrator/CFO. The budget shall be accompanied by:

1. A proposed general appropriations act consistent with the budget, which shall set forth the anticipated revenue and requested expenditure authority for the ensuing fiscal year in such form and in such detail deemed appropriate by the Administrator/CFO, provided that it is consistent with the uniform chart of accounts prescribed by the State of Michigan.

2. A budget message or resolution which shall explain the reasons for increases or decreases in budgets compared with the current fiscal year, a summary of the major budgetary items in the budget including both revenues and expenditures, definition of factors used by the Administrator/CFO in determining important budgetary changes and any other information that the Administrator/CFO determines to be useful to the Board of Commissioners and other stakeholders and the public.

I. <u>Consideration Of Budget By Board Of Commissioners:</u>

1. The Board of Commissioners shall fix the time and place of a public hearing to be held on the budget and proposed appropriations measure.

2. The Administrator/CFO shall then have published in a newspaper of general circulation within the county, notice of the hearing and the place at which the budget and proposed appropriations measure may be inspected by the public. The Recommended Budget shall also be posted at the same time on the County website for public inspection. The notice of the budget public hearing must be published at least six (6) days before the date of the hearing.

3. The Board of Commissioners may direct the Administrator/CFO to submit any additional information it deems relevant in its consideration of the budget and proposed appropriations measure. The Board of Commissioners may conduct budgetary reviews with the Administrator/CFO or department representatives for the purpose of clarification or justification of proposed budgetary changes.

4. The Board of Commissioners may revise, alter or substitute for the proposed

general appropriations measure in any way, except that it may not change it in any way that would cause total appropriations, including an accrued deficit, to exceed total estimated revenues, including an unappropriated surplus. An accrued deficit shall be the first item of expenditure in the general appropriations measure.

J. Passage Of The General Appropriations Measure: Not later than the date outlined in the annual budget calendar, the Board of Commissioners shall pass a general appropriations measure providing the authority to make expenditures and incur obligations on behalf of the County.

K. Failure To Enact A General Appropriations Measure: In the event that the Board of Commissioners fails to pass a general appropriations measure by January 1st, the Administrator/CFO shall notify all officers, departments, boards and commissions that they may, in the new fiscal year, make expenditures and incur obligations under the provisions of the general appropriations measure effective for the fiscal year just completed; except that the authority for any item of appropriations in any month shall be limited to an amount not to exceed one-twelfth (1/12) of the annual appropriation amount for that item. Expenditures shall continue in this manner each month until the effective date of a general appropriations measure for the new fiscal year.

The Board of Commissioners shall not pass any amendment to the general appropriations measure for the last completed fiscal year nor make any supplemental appropriations based on that measure after the beginning of a new fiscal year.

L. Amendment Of The General Appropriations Measure: A deviation from the original general appropriations measure shall not be made without first amending the general appropriations measure. Amendment shall follow the same procedure used for the original consideration of the budget and appropriations measure and passage of the general appropriations measure consistent with this policy.

M. Appropriations Deemed Maximum Authorization To Incur Expenditures: Appropriations will be deemed maximum authorization to incur expenditures. The Administrator/CFO shall monitor expenditures to ensure that spending does not exceed budgetary limits. County funds shall not be diverted for purpose inconsistent with those specified in the appropriations measure.

N. Appropriation Ledger Accounts: The Administrator/CFO shall maintain appropriation ledger accounts in which are to be recorded such expenditure encumbrances and obligations for the future payment of appropriated funds.

O. Procedure For Disbursement: Each warrant, draft or contract of the County shall specify the fund and appropriations designated by number assigned in the accounting system classification established pursuant to law from which it is payable and shall be paid from no other fund or appropriation.

Expenditures shall not be charged directly to any contingency account. Instead, the necessary amount of the appropriation from such account shall be transferred in accordance with this policy to the proper general appropriation account and the expenditure then charged thereto.

P. Limit On Obligations And Payments: No obligation shall be incurred against and no payments shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

Q. Quarterly Financial Reports: The Administrator/CFO within ten (10) days after the end of each quarter shall act to include on the agenda of the Board of Commissioners a report of financial operations, including, but not limited to:

1. A summary statement of the actual financial condition of the general fund at the end of the previous quarter.

2. A summary statement showing the receipts, expenditures and encumbrances for the current fiscal year to the end of the quarter.

3. A detailed listing of: Expected revenues by major source as estimated in the budget; actual receipts to date for the current fiscal year; the balance of estimated revenues to be collected in the then current fiscal year and any revisions in the revenue estimates occasioned by collection experience to date.

4. The amount appropriated for each organizational unit and activity; the amount charged to each appropriation in the previous month and for the current fiscal year; then unencumbered balance of appropriations and any revisions in the estimate of expenditures.

R. Transfers: An elected or appointed county official/department head responsible for an appropriation may upon the approval of the Administrator/Chief Financial Officer, and within the limits of the total appropriation or available funds, transfer funds between line items and cost centers within a fund. Approval must be contingent upon actual revenue collected or probable revenue being received to offset the total cost center appropriation. Transfers from available fund balances may be made upon request to the Administrator/Chief Financial Officer who will confirm available unencumbered fund balance prior making any transfers to a cost center. Should revenues exceed a budgeted amount, the Administrator/Chief Financial Officer may approve an increase in expenditures upon confirmation of the excess revenues. The purchase of supplies, vehicles, services and equipment shall be in compliance with the County Purchasing Policy. All requisitions for supplies, materials and equipment for the operations of the County's departments and agencies shall be submitted to the Finance Department. The Administrator/Chief Financial Officer or designee is authorized enter into contracts, to purchase all supplies, materials and equipment only after a determination has been made that sufficient monies are available within the appropriate office/departmental budget line item(s) to affect the purchase.

S. Supplemental Appropriations: The Board of Commissioners may make supplemental appropriations by amending the original general appropriations measure as provided by Section 4.12 of this policy, provided that revenue in excess of those anticipated in the original general appropriations measure become available.

T. Appropriation Adjustment Required: Elected and appointed county officials/department heads are responsible for managing and maintaining expenditures within their respective cost centers and within the limits of the line items appropriations in aggregate as attached and a part of this resolution. Should it become apparent to the elected, appointed county official/department head, as part of his/her financial management of the cost center or it is reported to the official that the rate of expenditure of the appropriation shall exhaust that appropriation before the end of the budget period or allotment period, the official shall immediately take steps to reduce the rate of expenditure(s). The official may request a supplemental appropriation from the County Board of Commissioners who may in its discretion, approve or deny the request or direct other action to be taken including reducing planned expenditures within any line item of the cost center.

Whenever it is reported to the County Board of Commissioners that actual and probable revenues in any fund may be less than the estimated revenues upon which appropriations from such fund were based, the Board of Commissioners shall take action, which, in its sole discretion, is deemed necessary to prevent expenditures from exceeding available revenues for the current fiscal year. Such actions may include reductions or adjustments in periodic allotments and appropriations for any or all appropriations, implementation of hiring freezes, layoff of personnel, renegotiations of labor contracts and elimination of capital outlay and capital improvement purchases, provided however, that the elected, appointed county official/department head shall be given an opportunity to review and comment on any proposed action prior to its adoption.

Grant applications must be formally authorized by the Board of Commissioners prior to submitting to the funding entity. The information submitted for consideration must include the nature of the grant and uses of the grant funds along with information on any required matching funds, the budget year amount and the source of such funds. Upon grant award notification, formal acceptance by the Board of Commissioners is required. Without this formal acceptance, there is no authority to incur expenditures or authority for disbursement of the appropriation.

Prior to year-end, the Board of Commissioners, upon the recommendation of the Administrator/CFO, in order to bring appropriations into balance with estimated revenues, shall amend the appropriation measures to reduce appropriations or shall approve such measures necessary to provide revenues sufficient to equal appropriations, or both.

U. Unreserved Fund Balance: The County Board of Commissioners shall maintain a fund balance in the County's General Fund in compliance with Fund Balance Policy 301. A portion of this fund balance shall be designated as the Unreserved Fund Balance and shall be defined as the:

1. Unreserved portion of the General Fund Balance that represents expendable available financial resources to be used exclusively for maintaining a stable tax and revenue structure and to provide financial resources that can be used to meet contingency and working capital requirements.

2. The Unreserved Fund Balance of the General Fund shall not be less than fifteen

percent (15%) of the annual General Fund Operating Budget. Appropriations shall not be made from the Unreserved Fund Balance of the General Fund if the balance will fall below this level unless authorized by a two-thirds (2/3) vote of the elected members of the Board of Commissioners.

3. Amounts in excess of the minimum in the Unreserved Fund Balance may be appropriated by a majority of the members elected to the Board of Commissioners.

V. Contingency Account: A General Fund Contingency Account shall be established in the Annual County Budget to be used to make supplemental appropriations for emergency matters brought to the Board of Commissioners that require emergency consideration. The annual budget Contingency Account budgeted amount shall be determined by the Administrator/CFO based upon the overall financial position of the County, budget or other financial stresses, and, his/her overall judgment of an appropriate amount that includes a trend analysis of the last five (5) year's experience of use of amounts from the Contingency Account.

1. Appropriations shall not be made from either the Contingency Account or the Unreserved Fund Balance until a recommendation is received from the Administrator/CFO.

2. All standing committees of the Board of Commissioners requiring supplemental appropriations from either the Contingency Account or the Unreserved Fund Balance shall notify the Board Chairperson of the need for the supplemental appropriation. The Chairperson shall review the request with the Administrator/CFO and include the matter on an ensuring agenda of the Board of Commissioners for consideration.

Definitions: None

Administrative Procedure:
The County Administrator/Chief Financial Officer shall be responsible for preparation and administration of the County Budget pursuant to PA 2 of 1968 as amended.

Legislative History of Authority for Creation or Revision: Adopted pursuant to action of the Monroe County Board of Commissioners, dated

Revised pursuant to action of the Monroe County Board of Commissioners, dated November 1, 2022.

Marked-up Copy

Section Name: Financial Management Effective Date:~~:~~
Section Number: 300 Date of Revision: **November 1, 2022**

Policy Number: 304 ~~Date of Revision:~~
~~Page:~~ ~~1 of 8~~

~~Subject:~~ ~~Budgeting Procedures~~
Subject: Annual Line Item Budget Development

~~1.~~ **Overview**~~Purpose~~:

A policy **outlining**~~to establish~~ a budget **process**~~system~~ for the County of Monroe~~; to~~ defin**ing**~~e~~ the **responsibilities**~~powers~~ and the duties of~~the~~ county officers in relation to **the** ~~that~~ **process of developing the annual line item budget. This policy** ~~system;~~ **describes obligations of the employees/officers of departments and offices** to provide~~that~~ the Administrator/C**hief** F**inancial** O**fficer** ~~shall be furnished~~ with information ~~by the Departments, Boards, Commissions, Agencies, herein after referred to as Departments,~~ relating to their ~~financial~~ **budgetary** needs **and supporting financial records. This information includes but is not limited to**~~,~~ re**venues**~~ceipts~~ and expenditures**, service demands, caseloads, client counts, regulatory requirements and compliance, etc. This information along with other data will be available** ~~;~~ to **form the basis of a Recommended Budget that is prepared and presented by the Administrator/Chief Financial Officer to the Board of Commissioners**~~provide for an annual appropriation measure; to describe a disbursement procedure and to provide for an allotment system~~.

~~2.~~ **Purpose**~~Authority~~:

To establish within a defined framework the general procedure and timing for developing the County of Monroe's annual line item budget. To identify those officials who have the responsibility and authority under the Board of Commissioners to collect requisite information from administrative units and elected officials of the County in order to support line items of revenues and expenditures in the Recommended Budget as the basis for the Board of Commissioners to act on adopting a budget.~~Monroe County Board of Commissioners.~~

~~3.~~ **Scope**~~Responsibility~~:

This policy applies to all departments, co-employer, elected offices, courts and administrative units of the Monroe County Government.
~~The Board of Commissioners shall be responsible for overseeing and administrating this policy.~~

~~4.~~ **Statement of** Policy:

A. Fiscal Year: The fiscal year of the **C**~~c~~ounty **of Monroe** shall begin on January 1st of each year and close on ~~the following~~ December 31st. **The County may determine it to be in its best interest to change its fiscal year and may do so upon a majority vote of the governing board upon recommendation of the Administrator/Chief Financial Officer.**

B. Administrator/C**hief** F**inancial** O**fficer**: The Administrator/CFO will be responsible for preparation **of a recommended budget and upon adoption of an annual line item budget to be responsible for the** ~~and~~ administration of the ~~county~~ budget pursuant to Public Act 2 of 1968 as amended.

C. <u>Budget Calendar:</u> During **January**~~the third month~~ of each fiscal year, the Administrator/CFO shall submit a budget calendar to the Board of Commissioners for approval. This budget calendar shall **serve to provide a general timeline by month of the key budget actions that will take place during the fiscal year. The budget actions are those tasks that are required by statute or established budgeting procedures that move the budget through steps that gather information, obligate departments, offices, elected officials and courts to act on submitting budget requests/worksheets and supply requested and necessary budget or operational information to the Administrator/CFO.** ~~identify the effective dates for the following items:~~

- ~~Board of Commissioners approves calendar for budget preparation.~~
- ~~Board of Commissioners approves the revised long range financial plan.~~
- ~~Board of Commissioners adopts salary schedule for elected and appointed officials.~~
- ~~Board of Commissioners establishes instruction for departments to follow in submitting budgetary estimates.~~
- ~~Administrator/CFO compiles and distributes information, forms and instructions to all departments for submitting budgets.~~

- ~~All standing committees of the Board of Commissioners meet with their assigned departments to review goals and objectives for the ensuing year. All standing committees will report their recommendations back to the department and the Administrator/CFO.~~
- ~~All preliminary budget information and instructions support documentation due to the Administrator/CFO.~~
- ~~Administrator/CFO conducts initial review of departmental budgets with department representatives.~~
- ~~Administrator/CFO's recommended budget is reviewed by department representatives.~~
- ~~Finance Committee with the Administrator/CFO conduct budget hearings on appealed items from department heads.~~
- ~~Preliminary budget assembled and submitted to Finance Committee for review and recommendation to the Board of Commissioners.~~
- ~~Board adopts annual apportionment report and establishes operating millage rate.~~
- ~~Advertise for Public Hearing on budget.~~
- ~~Public Hearing held – Board adopts final budget.~~

D. <u>County Long Range Financial Management Plan</u>: **As part of Budget Guidelines, the Administrator/CFO will include a 5-7 year forecast of General Fund revenues and expenses. The forecast will project operating results based on assumptions used and include amounts added to or deducted from Fund Balance.** ~~Prior to preparing the annual budget, the Board of Commissioners shall prepare and adopt a long range County Financial Management Plan for the ensuing calendar year and the subsequent five years.~~ The **information will be used in part, along with all other available information to develop the Recommended Budget.** ~~County Financial Management Plan shall be used as a guide for the preparation of the annual budget. The County Financial Management Plan shall be prepared in~~

~~the following manner:~~

- ~~The Administrator/CFO shall prepare the County Financial Management Plan in cooperation with the departments and advisory boards and commissions.~~
- ~~The County Financial Management Plan shall consist of projected expenses of all departmental functions including personnel services, operations, capital improvements and debt services; projected revenues, anticipated sources and methods of funding and be organized by department/function.~~
- ~~The committees of the Board of Commissioners shall review the County Financial Management Plan and make recommendations to the Finance Committee with respect to their departmental/functional responsibilities.~~
- ~~The Finance Committee shall review the County Financial Management Plan and the committee's recommendations and make recommendations to the Board of Commissioners.~~

E. Budget **Development**~~Instructions~~: **Following presentation and acceptance of the Budget Guidelines,** ~~No later than August 1st of each year,~~ the Administrator/CFO shall send to each department the **B**~~b~~udget **Guidelines and accompanying budget worksheets for each cost center and/or fund for completing and supplying revenue estimates and requesting funding in the new fiscal year.** ~~instructions.~~

These instructions shall include information that is necessary to assure that the budgetary estimates **of revenues and expenditures** of the departments are prepared in a consistent manner. ~~It shall also indicate limits of budgetary estimates and items that are to receive emphasis.~~

~~These instructions will contain target dollar amounts that each department will be requested to submit their budget within.~~

F. Department Budget Reviews: The Administrator/CFO shall review the departmental estimates **of revenues and requested expenditures submitted by** ~~with~~ a representative **of** ~~from~~ each department**.** ~~of the County that has submitted estimates~~.

Following this ~~The purpose of the~~ initial review**, additional information may be requested and may include meetings** ~~shall be~~ to clarify the estimates, ensure their accuracy and to determine their compliance with **budget instructions or other matters relating to developing a recommended budget**~~Section 3.4~~. **The** Administrator/CFO shall submit to each department a copy of **his/her** ~~the~~ budget recommendations for that department not less than **five**~~ten~~ (**5**~~10~~) days prior to submittal of the **Recommended B**~~b~~udget ~~document~~ **for adoption by**~~to~~ the Board of Commissioners.

G. The **Annual Line Item** Budget Document: The Administrator/CFO shall consolidate the estimates received from the various departments together with the amounts of expected revenues and shall make recommendations relating to those estimates which shall **ensure**~~assure~~ compliance with the budget policy statement and which shall also **ensure**~~assure~~ that the total of estimated expenditures, including an accrued deficit in any fund, does not exceed the total of expected revenues including an unappropriated surplus. The budget shall consist of the following parts:

Part I – Revenues

Part I shall contain detailed estimates of all anticipated revenues applicable to proposed expenditures; summary statements of anticipated revenues classified by fund and source; comparisons between revenues actually received during the completed fiscal year, those received and anticipated for the current fiscal year and those anticipated for the ensuing fiscal year **along with projections for the 2nd ensuing fiscal year**; the estimated surplus or unobligated balance of the current fiscal year and any additional information required by the Board of Commissioners.

Part II – Expenditures

Part II shall contain estimates of all operating and capital outlay expenditures for the ensuing fiscal year **along with projections for the 2nd ensuing fiscal year**. It shall include a statement of proposed expenditures from all funds classified by organizational unit, character, object, functions and activity. It shall show~~,~~ in the same classification of expenditure, the expenditures of the last completed fiscal year, those anticipated for the current fiscal year and shall include as separate items any deficit from the preceding fiscal year that was not included in the budget for the current year and any anticipated deficit resulting from operations of the current year.

Part III – Capital **Improvement and Capital** Outlay

Part III shall follow Capital Planning Policy #315.
~~Part III shall consist of any recommendations for capital projects.~~

- ~~Total estimated cost at completion~~
- ~~Source of funding for the proposed project~~

H. Transmittal Of Budget To The Board Of Commissioners:

The Administrator/CFO shall transmit the budget to the Board of Commissioners no later than the date outlined in the Board approved annual budget calendar of each year. **Periodic update of progress on the preliminary budget may be provided at select milestone dates or when measurable progress is made and reporting is deemed appropriate by the Administrator/CFO.** The budget shall be accompanied by:

1. A proposed general appropriations **act**~~measure~~ consistent with the budget, which shall set forth the anticipated revenue and requested expenditure authority for the ensuing fiscal year in such form and in such detail deemed appropriate by the Administrator/CFO, provided that it is consistent with the uniform chart of accounts prescribed by the State of Michigan.
2. A budget message **or resolution** which shall explain the reasons for increases or decreases in budgets compared with the current fiscal year, **a summary of the major budgetary items in the budget including both revenues and expenditures,** definition of factors used by the Administrator/CFO in determining important budgetary changes and any other information that the Administrator/CFO determines to be useful to the Board of Commissioners **and other stakeholders and the public** ~~in its consideration of proposed appropriations~~.

I. Consideration Of Budget By Board Of Commissioners:

1. The Board of Commissioners shall fix the time and place of a public hearing to be held on the budget and proposed appropriations measure.

2. The Administrator/CFO shall then have published in a newspaper of general circulation within the county, notice of the hearing and ~~an indication of~~ the place at which the budget and proposed appropriations measure may be inspected by the public. **The Recommended Budget shall also be posted at the same time on the County website for public inspection.** Th**e**~~is~~ notice **of the budget public hearing** must be published at least six (6) days before the date of the hearing.

3. The Board of Commissioners may direct the Administrator/CFO to submit any additional information it deems relevant in its consideration of the budget and proposed appropriations measure. The Board of Commissioners may conduct budgetary reviews with the Administrator/CFO or department representatives for the purpose of clarification or justification of proposed budgetary changes.

4. The Board of Commissioners may revise, alter or substitute for the proposed general appropriations measure in any way, except that it may not change it in any way that would cause total appropriations, including an accrued deficit, to exceed total estimated revenues, including an unappropriated surplus. An accrued deficit shall be the first item of expenditure in the general appropriations measure.

J. Passage Of The General Appropriations Measure:

Not later than the date outlined in the annual budget calendar, the Board of Commissioners shall pass a general appropriations measure providing the authority to make expenditures and incur obligations on behalf of the County.

~~The Board of Commissioners may authorize the Administrator/CFO to transfer between appropriation items within limits stated in the appropriations measure.~~

~~The Board of Commissioners shall cause to be levied and collected the general property tax in an amount up to the county's fixed portion as voted on by the electorate or by the Tax Allocation Board.~~

K. Failure To Enact A General Appropriations Measure:

In the event that the Board of Commissioners fails to pass a general appropriations measure by January 1st, the Administrator/CFO shall notify all officers, departments, boards and commissions that they may, in the new fiscal year, make expenditures and incur obligations under the provisions of the general appropriations measure effective for the fiscal year just completed; except that the authority for any item of appropriations in any month shall be limited to an amount not to exceed one-twelfth (1/12) of the annual appropriation amount for that item. Expenditures shall continue in this manner each month until the effective date of a general appropriations measure for the new fiscal year.

The Board of Commissioners shall not pass any amendment to the general appropriations measure for the last completed fiscal year nor~~t~~ make any supplemental appropriations based on that measure after the beginning of a new fiscal year.

L. Amendment Of The General Appropriations Measure:

A deviation from the original general appropriations measure shall not be made without first amending the general appropriations measure. Amendment shall follow the same procedure used for the original consideration of the budget and appropriations measure and passage of the general appropriations measure **consistent with** ~~pursuant to Section 4.10 of~~ this policy.

M. Appropriations Deemed Maximum Authorization To Incur Expenditures:

Appropriations will be deemed maximum authorization to incur expenditures. The Administrator/CFO shall monitor expenditures to ensure that spending does not exceed budgetary limits. County funds shall not be diverted for purpose inconsistent with those specified in the appropriations measure.

N. ~~4.14~~
Appropriation Ledger Accounts:

The Administrator/CFO shall maintain appropriation ledger accounts in which are to be recorded such expenditure encumbrances and obligations for the future payment of appropriated funds.

O. Procedure For Disbursement:

Each warrant, draft or contract of the County shall specify the fund and appropriations designated by number assigned in the accounting system classification established pursuant to law from which it is payable and shall be paid from no other fund or appropriation.

Expenditures shall not be charged directly to any contingency account. Instead, the necessary amount of the appropriation from such account shall be transferred in accordance with this policy to the proper general appropriation account and the expenditure then charged thereto.

~~O.~~**P.** Limit On Obligations And Payments:

No obligation shall be incurred against and no payments shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

~~P.~~**Q.** Quarterly Financial Reports:

The Administrator/CFO within ten (10) days after the end of each quarter shall **act to include on the agenda of** ~~transmit to~~ the Board of Commissioners a report of financial operations, including, but not limited to:

1. A summary statement of the actual financial condition of the general fund at the end of the previous quarter
2. A summary statement showing the receipts, expenditures and encumbrances for the current fiscal year to the end of the quarter
3. A detailed listing of:
4. Expected revenues by major source as estimated in the budget; actual receipts to date for the current fiscal year ~~compared with actual receipts for the same period in the prior fiscal year~~; the balance of estimated revenues to be collected in the then current fiscal year and any revisions in the revenue estimates occasioned by collection experience to date.
5. The amount appropriated for each organizational unit and activity; the amount charged to each appropriation in the previous month and for the current fiscal year ~~and as compared with the same period in the prior fiscal year~~; then unencumbered balance of appropriations and any revisions in the estimate of expenditures.

~~Q.~~**R.** ~~4.18~~
Transfers: **An elected or appointed county official/department head responsible**

for an appropriation may upon the approval of the Administrator/Chief Financial Officer, and within the limits of the total appropriation or available funds, transfer funds between line items and cost centers within a fund. Approval must be contingent upon actual revenue collected or probable revenue being received to offset the total cost center appropriation. Transfers from available fund balances may be made upon request to the Administrator/Chief Financial Officer who will confirm available unencumbered fund balance prior making any transfers to a cost center. Should revenues exceed a budgeted amount, the Administrator/Chief Financial Officer may approve an increase in expenditures upon confirmation of the excess revenues. The purchase of supplies, vehicles, services and equipment shall be in compliance with the County Purchasing Policy. All requisitions for supplies, materials and equipment for the operations of the County's departments and agencies shall be submitted to the Finance Department. The Administrator/Chief Financial Officer or designee is authorized enter into contracts, to purchase all supplies, materials and equipment only after a determination has been made that sufficient monies are available within the appropriate office/departmental budget line item(s) to affect the purchase.

~~Transfers of any unencumbered balance or any portion thereof, in any appropriation account to any other appropriation account may not be made without amendment of the appropriation measures as provided in Section 4.12 of this policy.~~

~~R.~~**S.** Supplemental Appropriations:

The Board of Commissioners may make supplemental appropriations by amending the original general appropriations measure as provided by Section 4.12 of this policy, provided that revenue in excess of those anticipated in the original general appropriations measure become available.

~~S.~~**T.** Appropriation Adjustment Required:

Elected and appointed county officials/department heads are responsible for managing and maintaining expenditures within their respective cost centers and within the limits of the line items appropriations in aggregate as attached and a part of this resolution. Should it become apparent to the elected, appointed county official/department head, as part of his/her financial management of the cost center or it is reported to the official that the rate of expenditure of the appropriation shall exhaust that appropriation before the end of the budget period or allotment period, the official shall immediately take steps to reduce the rate of expenditure(s). The official may request a supplemental appropriation from the County Board of Commissioners who may in its discretion, approve or deny the request or direct other action to be taken including reducing planned expenditures within any line item of the cost center.

Whenever it is reported to the County Board of Commissioners that actual and probable revenues in any fund may be less than the estimated revenues upon which appropriations from such fund were based, the Board of Commissioners shall take action, which, in its sole discretion, is deemed necessary to prevent expenditures from exceeding available revenues for the current fiscal year. Such actions may include reductions or adjustments in periodic allotments and appropriations for any or all appropriations, implementation of hiring freezes, layoff of personnel, renegotiations of labor contracts and elimination of capital outlay and capital improvement purchases, provided however, that the elected, appointed county official/department head shall be given an opportunity to review and comment on any proposed action prior to its adoption.

Grant applications must be formally authorized by the Board of Commissioners prior to submitting to the funding entity. The information submitted for consideration must include the nature of the grant and uses of the grant funds along with information on any required matching funds, the budget year amount and the source of such funds. Upon grant award notification, formal acceptance by the Board of Commissioners is required. Without this formal acceptance, there is no authority to incur expenditures or authority for disbursement of the appropriation.

~~Whenever it appears to the Administrator/CFO or the Board of Commissioners that actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, the Administrator/CFO shall present to the Board of Commissioners recommendations which, if adopted, will prevent expenditures from exceeding available revenues from the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both.~~

Prior to year-~~-~~end, the Board of Commissioners, upon the recommendation of the Administrator/CFO**, in order to**~~for~~ bring~~ing~~ appropriations into balance with estimated revenues, shall amend the appropriation measures to reduce appropriations or shall approve such measures necessary to provide revenues sufficient to equal appropriations, or both.

~~T.~~**U.** Unreserved **Fund Balance**~~Surplus~~:

The County Board of Commissioners shall maintain a fund balance in the County's General Fund **in compliance with Fund Balance Policy 301**. A portion of this fund balance shall be designated as the Unreserved Fund Balance and shall be defined as the:

1. Un**reserved**~~designated~~ portion of the General Fund Balance that represents expendable available financial resources to be used exclusively for maintaining a stable tax and revenue structure and to provide financial resources that can be used to meet contingency and working capital requirements.
2. The Unreserved Fund Balance of the General Fund shall not be less tha**n**~~t~~ **fifteen percent**~~one-twelfth~~ (**15%**~~1/12~~) of the annual General Fund Operating Budget. Appropriations shall not be made from the Unreserved Fund Balance of the General Fund if the balance will fall below this level unless authorized by a two-thirds (2/3) vote of the elected members of the Board of Commissioners.
3. Amounts in excess of the minimum in the Unreserved Fund Balance may be appropriated by a majority of the members elected to the Board of Commissioners.

~~U.~~**V.** ~~4.22~~
Contingency Account:

A General Fund Contingency Account shall be established in the Annual County Budget to be used to make supplemental appropriations for emergency matters brought to the Board of Commissioners that require emergency consideration. The annual budget Contingency Account **budgeted amount** shall **be determined by the Administrator/CFO based upon the overall financial position of the County, budget or other financial stresses and his/her overall judgment of an appropriate amount that include a trend analysis of the last five (5) year experience of use of amounts from the Contingency Account.** ~~not be less than two percent (2%) of the total annual General Fund Budget.~~

1. Appropriations shall not be made from either the Contingency Account or the Unreserved Fund Balance until a recommendation is received from the **Administrator/CFO**~~Finance Committee and that all supplemental appropriations are in accordance with the guidelines established by this policy~~.
2. All standing committees of the Board of Commissioners requiring supplemental appropriations from either the Contingency Account or the Unreserved Fund Balance shall notify the **Board Chairperson**~~Finance Committee~~ of the need for the supplemental appropriation. The **Chairperson** ~~Finance Committee~~ shall review the request **with the Administrator/CFO** and **include the matter on an ensuring agenda of the Board of Commissioners for consideration.** ~~file a report with the appropriate committee recommending either approval to include a recommended source for the supplemental appropriation or disapproval outlining reasons for the recommendation.~~

~~5.~~ Definitions:

None.

~~6. Application:~~ **moved to scope**

~~This policy shall apply to all departments, boards, **offices,** commissions and agencies~~.

~~7.~~**2.** Administrative Procedure:

The County Administrator/Chief Financial Officer shall be responsible for preparation and administration of the County Budget pursuant to PA 2 of 1968 as amended.

~~8.~~**3.** Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe County Board of Commissioners, dated __________________.

Revised pursuant to action of the Monroe County Board of Commissioners, dated **November 1, 2022.** _____.

~~Revised pursuant to action of the Monroe County Board of Commissioners, dated __________________.~~

Current Copy

Section Name: Financial Management | Effective Date: ________________
Section Number: 300 | Date of Revision: ________________
Policy Number: 304 | Date of Revision: ________________
Page: 1 of 8

Subject: Budgeting Procedures

1. Purpose:

A policy to establish a budget system for the County of Monroe; to define the powers and the duties of the county officers in relation to that system; to provide that the Administrator/CFO shall be furnished with information by the Departments, Boards, Commissions, Agencies, herein after referred to as Departments, relating to their financial needs, receipts and expenditures; to provide for an annual appropriation measure; to describe a disbursement procedure and to provide for an allotment system.

2. Authority:

Monroe County Board of Commissioners.

3. Responsibility:

The Board of Commissioners shall be responsible for overseeing and administrating this policy.

4. Policy:

4.1 Fiscal Year: The fiscal year of the county shall begin on January 1st of each year and close on the following December 31st.

4.2 Administrator/CFO: The Administrator/CFO will be responsible for preparation and administration of the county budget pursuant to Public Act 2 of 1968 as amended.

4.3 Budget Calendar: During the third month of each fiscal year, the Administrator/CFO shall submit a budget calendar to the Board of Commissioners for approval. This budget calendar shall identify the effective dates for the following items:

- Board of Commissioners approves calendar for budget preparation.
- Board of Commissioners approves the revised long range financial plan.
- Board of Commissioners adopts salary schedule for elected and appointed officials.
- Board of Commissioners establishes instruction for departments to follow in submitting budgetary estimates.
- Administrator/CFO compiles and distributes information, forms and instructions to all departments for submitting budgets.

- All standing committees of the Board of Commissioners meet with their assigned departments to review goals and objectives for the ensuing year. All standing committees will report their recommendations back to the department and the Administrator/CFO.
- All preliminary budget information and instructions support documentation due to the Administrator/CFO.
- Administrator/CFO conducts initial review of departmental budgets with department representatives.
- Administrator/CFO's recommended budget is reviewed by department representatives.
- Finance Committee with the Administrator/CFO conduct budget hearings on appealed items from department heads.
- Preliminary budget assembled and submitted to Finance Committee for review and recommendation to the Board of Commissioners.
- Board adopts annual apportionment report and establishes operating millage rate.
- Advertise for Public Hearing on budget.
- Public Hearing held – Board adopts final budget.

4.4 County Long Range Financial Management Plan: Prior to preparing the annual budget, the Board of Commissioners shall prepare and adopt a long range County Financial Management Plan for the ensuing calendar year and the subsequent five years. The County Financial Management Plan shall be used as a guide for the preparation of the annual budget. The County Financial Management Plan shall be prepared in the following manner:

- The Administrator/CFO shall prepare the County Financial Management Plan in cooperation with the departments and advisory boards and commissions.
- The County Financial Management Plan shall consist of projected expenses of all departmental functions including personnel services, operations, capital improvements and debt services; projected revenues, anticipated sources and methods of funding and be organized by department/function.
- The committees of the Board of Commissioners shall review the County Financial Management Plan and make recommendations to the Finance Committee with respect to their departmental/functional responsibilities.
- The Finance Committee shall review the County Financial Management Plan and the committee's recommendations and make recommendations to the Board of Commissioners.

4.5 Budget Instructions: No later than August 1st of each year, the Administrator/CFO shall send to each department the budget instructions.

These instructions shall include information that is necessary to assure that the budgetary estimates of the departments are prepared in a consistent manner. It shall also indicate limits of budgetary estimates and items that are to receive emphasis.

These instructions will contain target dollar amounts that each department will be requested to submit their budget within.

4.6 Department Budget Reviews: The Administrator/CFO shall review the departmental estimates with a representative from each department of the County that has submitted estimates.

The purpose of the initial review shall be to clarify the estimates, ensure their accuracy and to determine their compliance with Section 3.4. Administrator/CFO shall submit to each department a copy of the budget recommendations for that department not less than ten (10) days prior to submittal of the budget document to the Board of Commissioners.

4.7 The Budget Document: The Administrator/CFO shall consolidate the estimates received from the various departments together with the amounts of expected revenues and shall make recommendations relating to those estimates which shall assure compliance with the budget policy statement and which shall also assure that the total of estimated expenditures, including an accrued deficit in any fund, does not exceed the total of expected revenues including an unappropriated surplus. The budget shall consist of the following parts:

Part I – Revenues

Part I shall contain detailed estimates of all anticipated revenues applicable to proposed expenditures; summary statements of anticipated revenues classified by fund and source; comparisons between revenues actually received during the completed fiscal year, those received and anticipated for the current fiscal year and those anticipated for the ensuing fiscal year; the estimated surplus or unobligated balance of the current fiscal year and any additional information required by the Board of Commissioners.

Part II – Expenditures

Part II shall contain estimates of all operating and capital outlay expenditures for the ensuing fiscal year. It shall include a statement of proposed expenditures from all funds classified by organizational unit, character, object, functions and activity. It shall show, in the same classification of expenditure, the expenditures of the last completed fiscal year, those anticipated for the current fiscal year and shall include as separate items any deficit from the preceding fiscal year that was not included in the budget for the current year and any anticipated deficit resulting from operations of the current year.

Part III – Capital Outlay

Part III shall consist of any recommendations for capital projects.

- Total estimated cost at completion
- Source of funding for the proposed project

4.8 Transmittal Of Budget To The Board Of Commissioners:

Administrator/CFO shall transmit the budget to the Board of Commissioners no later than the date outlined in the Board approved annual budget calendar of each year. The budget shall be accompanied by:

- A proposed general appropriations measure consistent with the budget, which shall set forth the anticipated revenue and requested expenditure authority for the ensuing fiscal year in such form and in such detail deemed appropriate by the Administrator/CFO, provided that it is consistent with the uniform chart of accounts prescribed by the State of Michigan.
- A budget message which shall explain the reasons for increases or decreases in budgets compared with the current fiscal year, definition of factors used by the Administrator/CFO in determining important budgetary changes and any other information that the Administrator/CFO determines to be useful to the Board of Commissioners in its consideration of proposed appropriations.

4.9 Consideration Of Budget By Board Of Commissioners:

The Board of Commissioners shall fix the time and place of a public hearing to be held on the budget and proposed appropriations measure.

The Administrator/CFO shall then have published in a newspaper of general circulation within the county, notice of the hearing and an indication of the place at which the budget and proposed appropriations measure may be inspected by the public. This notice must be published at least six (6) days before the date of the hearing.

The Board of Commissioners may direct the Administrator/CFO to submit any additional information it deems relevant in its consideration of the budget and proposed appropriations measure. The Board of Commissioners may conduct budgetary reviews with the Administrator/CFO or department representatives for the purpose of clarification or justification of proposed budgetary changes.

The Board of Commissioners may revise, alter or substitute for the proposed general appropriations measure in any way, except that it may not change it in anyway that would cause total appropriations, including an accrued deficit, to exceed total estimated revenues, including an unappropriated surplus. An accrued deficit shall be the first item of expenditure in the general appropriations measure.

4.10 Passage Of The General Appropriations Measure:

No later than the date outlined in the annual budget calendar, the Board of Commissioners shall pas a general appropriations measure providing the authority to make expenditures and incur obligations on behalf of the County.

The Board of Commissioners may authorize the Administrator/CFO to transfer between appropriation items within limits stated in the appropriations measure.

The Board of Commissioners shall cause to be levied and collected the general property tax in an amount up to the county's fixed portion as voted on by the electorate or by the Tax Allocation Board.

4.11 Failure To Enact A General Appropriations Measure:

In the event that the Board of Commissioners fails to pass a general appropriations measure by January 1st, the Administrator/CFO shall notify all officers, departments, boards and commissions that they may, in the new fiscal year, make expenditures and incur obligations under the provisions of the general appropriations measure effective for the fiscal year just completed; except that the authority for any item of appropriations in any month shall be limited to an amount not to exceed one-twelfth (1/12) of the annual appropriation amount for that item. Expenditures shall continue in this manner each month until the effective date of a general appropriations measure for the new fiscal year.

The Board of Commissioners shall not pass any amendment to the general appropriations measure for the last completed fiscal year not make any supplemental appropriations based on that measure after the beginning of a new fiscal year.

4.12 Amendment Of The General Appropriations Measure:

A deviation from the original general appropriations measure shall not be made without first amending the general appropriations measure. Amendment shall follow the same procedure used for the original consideration of the budget and appropriations measure and passage of the general appropriations measure pursuant to Section 4.10 of this policy.

4.13 Appropriations Deemed Maximum Authorization To Incur Expenditures:

Appropriations will be deemed maximum authorization to incur expenditures. The Administrator/CFO shall monitor expenditures to ensure that spending does not exceed budgetary limits. County funds shall not be diverted for purpose inconsistent with those specified in the appropriations measure.

4.144.14

Appropriation Ledger Accounts:

The Administrator/CFO shall maintain appropriation ledger accounts in which are to be recorded such expenditure encumbrances and obligations for the future payment of appropriated funds.

4.15 Procedure For Disbursement:

Each warrant, draft or contract of the County shall specify the fund and appropriations designated by number assigned in the accounting system classification established pursuant to law from which it is payable and shall be paid from no other fund or appropriation.

Expenditures shall not be charged directly to any contingency account. Instead, the necessary amount of the appropriation from such account shall be transferred in accordance with this policy to the proper general appropriation account and the expenditure then charged thereto.

4.16 Limit On Obligations And Payments:

No obligation shall be incurred against and no payments shall be made from any appropriation account unless there is a sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

4.17 Quarterly Financial Reports:

The Administrator/CFO within ten (10) days after the end of each quarter shall transmit to the Board of Commissioners a report of financial operations, including, but not limited to:

- A summary statement of the actual financial condition of the general fund at the end of the previous quarter
- A summary statement showing the receipts, expenditures and encumbrances for the current fiscal year to the end of the quarter
- A detailed listing of:
- Expected revenues by major source as estimated in the budget; actual receipts to date for the current fiscal year compared with actual receipts for the same period in the prior fiscal year; the balance of estimated revenues to be collected in the then current fiscal year and any revisions in the revenue estimates occasioned by collection experience to date.
- The amount appropriated for each organizational unit and activity; the amount charged to each appropriation in the previous month and for the current fiscal year and as compared with the same period in the prior fiscal year; then unencumbered balance of appropriations and any revisions in the estimate of expenditures.

4.184.18
Transfers:

Transfers of any unencumbered balance or any portion thereof, in any appropriation account to any other appropriation account may not be made without amendment of the appropriation measures as provided in Section 4.12 of this policy.

4.19 Supplemental Appropriations:

The Board of Commissioners may make supplemental appropriations by amending the original general appropriations measure as provided by Section 4.12 of this policy, provided that revenue in excess of those anticipated in the original general appropriations measure become available.

4.20 Appropriation Adjustment Required:

Whenever it appears to the Administrator/CFO or the Board of Commissioners that actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, the Administrator/CFO shall present to the Board of Commissioners recommendations which, if adopted, will prevent expenditures from exceeding available revenues from the current fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both.

Prior to year end, the Board of Commissioners, upon the recommendation of the Administrator/CFO for bringing appropriations into balance with estimated revenues, shall amend the appropriation measures to reduce appropriations or shall approve such measures necessary to provide revenues sufficient to equal appropriations, or both.

4.21 Unreserved Surplus:

The County Board of Commissioners shall maintain a fund balance in the County's General Fund. A portion of this fund balance shall be designated as the Unreserved Fund Balance and shall be defined as the:

- Undesignated portion of the General Fund Balance that represents expendable available financial resources to be used exclusively for maintaining a stable tax and revenue structure and to provide financial resources that can be used to meet contingency and working capital requirements.
- The Unreserved Fund Balance of the General Fund shall not be less that one-twelfth (1/12) of the annual General Fund Operating Budget. Appropriations shall not be made from the Unreserved Fund Balance of the General Fund if the balance will fall below this level unless authorized by a two-thirds (2/3) vote of the elected members of the Board of Commissioners.
- Amounts in excess of the minimum in the Unreserved Fund Balance may be appropriated by a majority of the members elected to the Board of Commissioners.

4.22 4.22
Contingency Account:

A General Fund Contingency Account shall be established in the Annual County Budget to be used to make supplemental appropriations for emergency matters brought to the Board of Commissioners that require emergency consideration. The annual budget Contingency Account shall not be less than two percent (2%) of the total annual General Fund Budget.

- Appropriations shall not be made from either the Contingency Account or the Unreserved Fund Balance until a recommendation is received from the Finance Committee and that all supplemental appropriations are in accordance with the guidelines established by this policy.
- All standing committees of the Board of Commissioners requiring supplemental appropriations from either the Contingency Account or the Unreserved Fund Balance shall notify the Finance Committee of the need for the supplemental appropriation. The Finance Committee shall review the request and file a report with the appropriate committee recommending either approval to include a recommended source for the supplemental appropriation or disapproval outlining reasons for the recommendation.

5. <u>Definitions</u>:

None.

6. <u>Application</u>:

This policy shall apply to all departments, boards, commissions and agencies.

7. <u>Administrative Procedure</u>:

The County Administrator/Chief Financial Officer shall be responsible for preparation and administration of the County Budget pursuant to PA 2 of 1968 as amended.

8. <u>Legislative History of Authority for Creation or Revision</u>:

Adopted pursuant to action of the Monroe County Board of Commissioners, dated __________________.

Revised pursuant to action of the Monroe County Board of Commissioners, dated __________________.

Revised pursuant to action of the Monroe County Board of Commissioners, dated __________________.

Section Name:	Financial Management	Effective Date:	May 10, 1994
Section Number:	300	Date of Revision:	November 1, 2022
Policy Number:	305		

Subject: Purchasing Policy

Overview:
This policy is to provide for a framework within procurement is conducted across the County organization and its offices and departments. The County will employ a centralized procurement function with delegated authority to user departments to assist in sourcing, pricing and supporting the overall procurement program. The policy will promote fair treatment of all persons/vendors while engaged in the procurement process of the County of Monroe, to maximize the value of public funds allocated to procurement and to provide safeguards for maintaining a procurement system of quality and integrity to serve the best interests of the County of Monroe. This policy will also serve to utilize the most efficient method of operating the procurement process for the County of Monroe including consideration of the staffing levels required to perform the administrative and financial tasks of the County's procurement function.

Consideration of staffing levels, the necessary manpower in processing administrative paperwork, advertising costs, indirect costs and overall time factors of supplying goods and services are intended to be factors in designing and operating the procurement function of the County. Consideration of these factors will serve to provide the County with an overall cost effective process of procurement. The policy will serve as a framework to work within, yet allow particular and evolving needs to be addressed by the Administrator/Chief Financial Officer and others involved in procurement as they arise in order to maintain operational support for the departments and agencies affected.

Purpose:
This policy applies to contracts and orders for the procurement of supplies, services and construction entered into by the County of Monroe. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations covering the expenditure of those applicable funds. Nothing in this policy shall prevent any department or agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law.

Scope:
This policy shall apply to all departments, offices, elected officials, courts and administrative units of Monroe County government.

Statement of Policy:

Section 1: Operations Coordinator

A. Employment - The Operations Coordinator (or any future named successor titled position) shall be the County's principal public purchasing official. The Operations Coordinator is an employee of the County Central Office under the direct supervision of the Administrator/Chief Financial Officer.

B. Duties - The Operations Coordinator carry out the procurement of supplies, services and construction in accordance with this policy.

In addition to the above and subject to the supervision of the Administrator/Chief Financial Officer the Operations Coordinator shall:

1. Procure or supervise the procurement of supplies, services and construction and remodeling services required by the County and its agencies;

2. Exercise direct supervision over any County general supply items or central stores;

3. Sell, trade, or otherwise dispose of surplus supplies, equipment, or real estate as authorized.

4. Establish and maintain as necessary programs or procedures for specification development and contract administration, inspection and acceptance in consultation with the departments and agencies using the supplies, services and construction.

5. Other duties consistent with carrying out the execution of the procurement function of the County.

C. Operational Procedures - Consistent with this policy, and where applicable the approval of the Administrator/Chief Financial Officer, the Operations Coordinator may adopt and implement operational procedures relating to the execution of his/her duties for the purchase of goods and services not limited to procedures for Internet on-line buying, credit card purchases, etc.

D. Delegation - The Operations Coordinator may delegate authority to purchase certain supplies, services, or construction items to other County officials, if such delegation is deemed necessary for the effective and timely procurement of such items. This delegation may include the solicitation of comparable product pricing, quotes or proposals.

E. Authorization to Purchase - The Operations Coordinator is authorized to procure supplies, equipment, services etc. consistent with dollar amounts appropriated in the department or agency's budget. Procurement of supplies, equipment, services; etc. will take place after consultation with the department or agency, with the purpose of the consultation to confirm the quantity, quality and other requirements of the procurement prior to purchase.

Nothing in this policy shall violate the County's Annual Line Item Budget Resolution, which shall be incorporated and made a part of this policy.

F. Sale of County Assets - Unless otherwise required by law, the Operations Coordinator shall serve in his/her capacity as the authorized agent for the sale and disposal of all County assets including but not limited to: supplies, equipment, tools, furniture, automobiles, trucks, weapons, computers etc. The sale of assets may be facilitated by public sale, trade-in at time of purchase of new items from selling vendor, transfer to other authorized government agency or sale by intergovernmental agreement or disposal by salvage value as scrap beyond the assets useful life. The Operations Coordinator may seek the counsel of the affected department/agency and/or the County's Legal Advisor in determining the most appropriate method of sale or disposal.

All proceeds of the sale of County assets shall be accounted for and deposited with the County Treasurer along with detailed supporting receipts or other documents.

G. Public Access to Procurement Information - Procurement information shall be public record to the extent provided in Act 442, of the Public Acts of 1976, (Michigan Compiled Laws (MCL) 15.231 et.seq.) as amended and shall be available to the public as provided in said statute (Michigan Freedom of Information Act).

Section 2: Source Selection and Contract Formation

Methods of Source Selection:

A. Competitive Sealed Bidding

1. Conditions for Use - Procurement contracts and orders of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3.2 (competitive sealed proposals), 3.3 (small purchases), 3.4 (sole source procurement) and 3.5 (emergency procurement) of this policy.

2. Invitation for Bids - An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. The Operations Coordinator may issue bidding documents to bidders of whom he/she is knowledgeable of and in an effort to promote the receipt of competing offers.

3. Public Notice - Adequate and reasonable public notice of the invitation for bids shall be given a reasonable time (not less than 10 calendar days prior to the date set forth therein for the closing date of bids). Such notice shall include publication in a local newspaper of general circulation, posting on the County's internet web page, and to public procurement or bid reporting agencies. The public notice shall state the name of the project, location where plans and/or specifications may be obtained, deposit amount if applicable, availability of bidding documents, closing date for bids and other information the Operations Coordinator deems necessary. Any bid received after the indicated closing date and time shall be rejected and returned unopened to the bidder. The official time shall be as kept by the receiving office's time clock stamp or network computer if sent via the Internet.

4. Bid Opening - Bids having been submitted prior to the closing date for bids shall be opened under the direction of the Operations Coordinator at a time provided in the bid documents and open to the public. Following the opening and after allowing for the task of compiling the bids, a summary of the bid results shall be prepared and available for public inspection in accordance with this policy.

5. <u>Bid Acceptance and Bid Evaluation</u> - Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, compatibility into existing County systems, delivery and suitability for a particular purpose. Bids, which do not comply with mandatory criteria set forth in the invitation to bid, may be subject to disqualification. Those criteria that will affect the bid price and be considered in the evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs and maintenance. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids. Clarification of criteria shall be the sole discretion of the County and its employees and agents in evaluating bids. Notwithstanding anything here in to the contrary, the County of Monroe and its agencies shall not be required to accept and award the low dollar amount bid.

6. <u>Correction or Withdrawal of Bids; Cancellation of Awards</u> - Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for closing date of bids. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made the nature of the mistake, and the bid price actually intended. A bid calculation or worksheet with a mathematical error or similar mistake would be an example. The County may seek clarification of pricing for services, items, rates, etc. in its effort to clearly understand the proposal or bid and prior to finalizing a bid or proposal summary. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the county or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

    a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

    b. The bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Agent.

7. <u>Award</u> - Awards shall be made with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. No contract or purchase order shall be entered into with any company or business, which is in bankruptcy or receivership of which the County has knowledge. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the County's Chief Financial Officer, the Operations Coordinator is authorized, when he/she determines time or

economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the three lowest responsive and responsible bidders in order to bring the bid within the amount of available funds. Such negotiation shall first be based upon eliminating, if any, deductive items specified in the invitation for bids, of the low price bidder.

Preference for award shall be first given to local bidders meeting the award criteria and in cases of a tie bid the award shall be to the local bidder. A local bidder is defined as a qualified vendor whose primary business office is located within the geographical boundaries of the County of Monroe.

8. Qualification Sealed Bidding - When it is determined by the Operations Coordinator to be impractical to prepare initially a description to support an award based on price, an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders with offers which have been determined to be technically acceptable under the criteria set forth in the first solicitation.

B. Competitive Sealed Proposals

1. Conditions for Use - When the purchasing agent determines that the use of competitive sealed bidding is either not practicable, applicable to meeting the needs of operating units or not advantageous to the County, an award may be made by the use of competitive sealed proposals.

2. Request for Proposals - Proposals shall be solicited through a request for proposals sent out from the Operations Coordinator or under this person's direction. Such request for proposals may include requirements developed by the department(s) who will receive the item(s) or services purchased. The requirements developed by the department(s) would be based upon research and related factors concerning the appropriate performance standards, product life, application, compatibility etc.

3. Public Notice & Proposal Opening - Adequate public notice of the request for proposals being solicited, where to obtain documents for submitting proposals and when the due date deadline for submitting a response to the County shall be part of the County's request for proposals. The request for proposal shall include opportunity for public opening.

4. Receipt of Proposals - Proposals shall be handled so as to prevent intended disclosure of the offer. Each proposal shall be time clock stamped to indicate the time received and to verify submission within the due date. If submitted electronically, the County email system shall be the official time for receipt of proposals to verify submission prior to the deadline. All proposals are to be properly sealed and vendors are responsible for properly sealing and labeling submittals whether by mail, overnight delivery or email. If by overnight delivery, the actual proposal shall be in a sealed envelope within the overnight mailing package. If by email, the subject line of the email must clearly indicate a sealed proposal is being transmitted.

5. <u>Evaluation and Award</u> - Upon receipt of the proposals and after the opening, a proposal summary will be prepared that includes an award based upon the Operations Coordinator’s and/or the relevant Department Head and/or the Administrator/Chief Financial Officer’s evaluation and determination as to an award in the best interest of the County. Such evaluation may include the user department(s) to assist in the evaluation process to ensure the award meets the operational objectives of the user department.

6. <u>County Reservations and Rights</u>-The County of Monroe reserves the right to accept or reject any or all proposals received as a result of request for proposals or procurement solicitations. The County of Monroe shall not be obligated to award a contract solely on the basis of any response made to any request for proposal, bids or procurement solicitation nor does the County intend to, nor will it be obligated to, pay for the information solicited or obtained through any procurement process. Additionally, the County reserves the following:

   a. To reject all proposals and re-issue an RFP at any time prior to execution of a final contract; to require, in any RFP for products and/or services that may be issued subsequent to any RFP, terms and conditions that are substantially different from the terms and conditions set forth in the original RFP; or to cancel any RFP with or without issuing another RFP.

   b. To reject any proposal if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of the RFP, the proposer does not meet the qualification requirements set forth or it is otherwise determined to be in the best interest of the County to reject a proposal, bid or offer.

   c. To supplement, amend, substitute or otherwise modify an RFP at any time prior to the execution of a final contract.

   d. Accept or reject any or all of the items in any proposal and award a contract for the whole or only a part of any proposal if the County determines, in its sole discretion that it is in the County's best interest to do so.

   e. To reject the proposal of any proposer that, in the County's sole judgment, has been delinquent or unfaithful in the performance of any contract with the County, is financially or technically incapable or is otherwise deemed to not be a responsible proposer.

   f. To waive any informality, defect, non-responsiveness and/or deviation from an RFP that is not, in the County's sole judgment, material to the proposal.

   g. To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to proposals by one or more of the proposers following proposal submission.

h. To request that one or more of the proposers modify their proposals or provide additional information upon which the County will rely upon to make an evaluation of the proposal.

i. To request additional or clarifying information from any proposer at any time, including information inadvertently omitted by a proposer.

j. To require that proposers appear for interviews and/or presentations of their proposals at County offices, by telephone or other virtual platform.

k. To require references from proposers' previous clients on projects similar in type and scope to the work sought in the RFP.

l. To conduct such investigations as the County considers appropriate with respect to the qualifications of any proposer and with respect to the information contained in any proposal.

7. Discussion with Responsible Vendors - Discussions may be conducted between the Operations Coordinator (and/or his designated representative) and responsible vendors concerning the respective proposals submitted. Such discussion may serve to clarify and/or answer any questions surrounding the proposal in order to achieve clarification and full understanding regarding conformance to any solicitation requirements. This discussion shall take place prior to any award, however, should circumstances justify it then the Operations Coordinator may discuss issues after award if these issues affect the vendor's ability to perform or supply the good or service.

During any discussion with vendors, they shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be efforts taken to prevent disclosure of the identity of competing vendors or of information derived from other proposals. Nothing contained in this policy shall preclude the County and its officials from engaging in final negotiations in order to obtain the most favorable pricing, products, services, and performance of the vendor or contractor.

8. Award - Award shall be made to the responsible vendor whose proposal is determined by the Operations Coordinator to be the most advantageous to the County, taking into consideration factors considers to be pertinent such as but not limited to price, availability, life cycle, performance, quality, service(s), standardization into existing County facilities, equipment and systems, etc.

C. Purchase Requirements

1. Small purchases (under $7,500) - The Operations Coordinator shall adopt operational procedures for making small purchases of items $7,500 or less. These

procedures will allow for the comparison of offers by telephone, facsimile, mail or e-mail, published product price lists where time constraints allow so as to not disrupt the timely and orderly delivery of goods and services to the County.

2. Small Purchases (over $7,500 but less than $20,000.00) - For small purchases in excess of $7,500, the Operations Coordinator shall obtain three (3) quotes for comparison. After review and where applicable consultation with the department involved an award shall be made to the vendor offering the overall lowest acceptable quotation as determined from the purchasing agent's review. The proposals or quotes are to be retained with the purchase order. Proposals may be submitted in the form of fax, email response, conventional mail or courier. If after attempts to obtain three (3) quotes or proposals is not successful, the Operations Coordinator shall document the firms contacted and unresponsive and may proceed with the purchase.

3. Purchases Above $20,000 - Any purchase or order for more than $20,000.00 may be made in accordance with a formal process of an RFP or solicitation letter to vendors seeking formal proposal responses. . Any requirements shall not be intentionally divided so as to constitute a small purchase less than the intent of the policy. This procedure shall not prevent the solicitation of written quotes, proposals or bids when timely response to operating units of the County is required for continued operations and to keep supplies or services readily available.

4. Re-orders - During the procurement process when prices are quoted and following an agency or department re-orders the same item, supply or services, prices need not be re-quoted if pricing from the original awarded vendor remains unchanged.

5. Petty Cash Purchases - Petty cash accounts may be utilized for the purchase of miscellaneous items, supplies, services etc. for amounts up to $200.00 per purchase. The use of the County credit card may apply also for this type of purchase.

D. Sole Source Procurement - A contract or order may be awarded without competition when the Operations Coordinator and others involved in sourcing products and services determine, after a good faith review of available sources, that there is only one source for the required supply, service, equipment or construction item. This method may apply for replacements of OEM parts and/or components of equipment and systems, expansion or capacity increases of equipment where the same manufacturer or vendor purchase is in the County's best interest to most efficiently manage or maintain equipment or systems. This may also apply to direct purchases from the manufacturer or when the Operations Coordinator determines the superiority of a manufacturer's product over another.

E. Emergency Procurements - Notwithstanding any other provisions of this policy, the Operations Coordinator may make or authorize others to make emergency procurement of supplies, services, equipment or construction items when circumstances exist in order to allow for the continued operation of a department and/or the health/safety and welfare of the public or employees is threatened as determined by the Operations Coordinator who may consult with other officials in making a qualified decision.

F. <u>Cooperative Purchasing Programs</u> - Notwithstanding any other provision of this policy, the Operations Coordinator may make or authorize the purchase of supplies, equipment, products or services available thru cooperative purchasing programs and associations. The decision to purchase from these programs shall be made by the Operations Coordinator with any necessary consultation with the department and considering among other issues delivery, packaging, minimum order requirements, product/equipment quality and follow-up service if applicable.

Such participation in cooperative purchasing shall be allowed pursuant to Act 431 of Public Acts of 1984, Section 263(2). (Management Budget Act)

G. <u>Cancellation of Invitations for Bids and Requests for Proposals</u> - An invitation for bids, request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, at any time for any reason as determined solely by the County. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when the Operations Coordinator determines it is in the best interests of the County. Notice of cancellation shall be sent to each business solicited.

H. <u>Amendments to Invitations for Bids or Requests for Proposals</u> - An invitation for bids, a request for proposals or other solicitation may be amended by issuance of an addendum prior to the submittal deadline. The addendum shall provide for certain changes and/or clarifications in specifications, requirements, due date, submittals etc.

I. <u>Responsibility of Bidders and Offerors</u> - Determination of Non-responsibility: If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the Operations Coordinator. Other representatives of the County may assist in researching the issues surrounding non-responsibility for submittal to the Operations Coordinator who in turn will make a determination.

The failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination will be sent to the non-responsible bidder or offeror.

Nothing in this policy, however, shall be considered failure to supply information if such requested information is considered to be proprietary in nature of the bidder or offeror. The Operations Coordinator may consult with the Administrator/CFO and or legal counsel in determining proprietary information.

J. <u>Bid, Payment and Performance Bonds</u> - Bid surety, payment bonds, or performance bonds or other security may be required for contracts in conformance with state law or as the County Administrator/CFO deems advisable to protect the County's interest. Any bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. Financial statements or performance bonds may be required from any company which has been in operation for less than one year if the Operations Coordinator questions an ability to supply material or performance of work. Additionally, as required in the RFP, the vendor shall provide requested Certificates of Insurance to the County prior to commencing work. Failure to provide proof of insurance may result in cancellation of the contract.

Section 3-Types of Contracts and Contract Administration

A. Types of Contracts

1. General Authority - Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interest of the County may be used. These may include purchase orders, association contract forms, service contracts and other agreements drafted specifically for the procurement. The terms and duration shall be determined by the Operations Coordinator who may consult with the receiving department or agency for the type of product or service to be provided.

2. Multi-term:

   a. Unless otherwise provided, a contract or award may be entered into for any period of time deemed to be in the best interest of the County. Awards may be extended by mutual agreement that align with the original procurement solicitation and as originally proposed.

      If it is determined to be in the County's best interest such agreements may be extended through a negotiated extension where price, quality and service issues are negotiated between the County and selected vendor. Any extensions shall be approved by the County Administrator/CFO which may be subject to annual review.

   b. Cancellation due to Unavailability of Funds - When funds are not appropriated or otherwise made available to support continuation, the contract shall be canceled. Earliest possible notification shall be made to the vendor regarding any cancellation.

3. Multiple Source Award:

   a. General - a multiple source award is an award of an indefinite quantity for one or more items or services to more than one offeror.

   b. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards may not be made for the purpose of dividing the business. Awards shall be limited to the least number of supplies necessary in order to provide for economy and overall savings in the County's cost of operation. The County, however, shall reserve the right to take bids or proposals separately if after consideration of particular needs and/or quantity, quality issues it is determined to be in the County's best interest.

B. Contract Clauses and their Administration

1. Contract clauses - Contracts for supplies, services and construction will include provisions necessary to define the responsibilities and rights of the parties to the contract. The Operations Coordinator , after consultation with the Legal Advisor, may issue clauses appropriate for supply, service or construction awards, addressing among others the following subjects:

   a. The unilateral rights of the County to order changes in the work within the scope of the contract;

   b. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

   c. Liquidated damages

   d. Specified reasons for delay or non-performance

   e. Termination of the contract for default

   f. Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

      1. When the contract is negotiated;
      2. When the contractor provides the site or design; or
      3. When the parties have otherwise agreed with respect to the risk of differing site conditions

2. Standard Clauses and Their Modification - The Operations Coordinator, after consultation with the Legal Advisor, may establish standard contract clauses for use in County contract. If the Operations Coordinator establishes any standard clauses addressing the subjects set forth in Subsection (1) of this section, such clauses may be varied provided that the circumstances justify such variations.

C. Contract Administration - A contract administration system designed to insure that a contractor is performing in accordance with the solicitation or any modification under which the contract was awarded, and the terms and conditions of the contract, shall be maintained. This system may consist of meetings with receiving agencies or departments, verbal or written reports and the day to day monitoring of services being provided. Other

County employees may be assigned responsibility for contract administration separately or jointly with the Operations Coordinator or others to administer contracts.

D. Right to Inspect Plant - The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the County. Such inspection may be used in evaluating the capacity of a contractor to perform the required work and may affect the decision to award or to continue providing services.

Section 4 Specifications

Specifications are to be drafted so as to promote overall economy for the purposes intended and encourage competition. This applies to all specifications developed including but not limited to those prepared for the County by architects, engineers, designers and draftsmen.

A. Brand Name or Equal Specification

1. Use - Brand name or equal specifications shall be used when the Operations Coordinator determines that:

a. No other design or performance specifications or qualified products list is available;

b. Time does not permit the preparation of another form of purchase description that details the requisite specifications, design, standards, etc and including a brand name specification provides a qualified description;

c. The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement and follow-up service, replacement parts, etc.;

d. Use of a brand name or equal specification is in the County's best interest.

2. Nonrestrictive Use - Where a brand name or equal specification is used in a solicitation, the brand name specification is for the purpose of describing the standard of quality, performance, and characteristics desired and not intended to limit or restrict competition.

B. Brand Name Specification

1. Use - Where applicable the Operations Coordinator may determine that only an identified brand name item or items will serve to satisfy the County's needs.

The Operations Coordinator shall have authority in specifying a manufacturer’s product over another when he determines that because of quality, performance, life cycle, costs, etc. and those other criteria as listed in 3.4 above, it is in the County's best interest to specify a single manufacturer.

Should a vendor object to a specified product the burden of proof to demonstrate an equal to the specified product falls upon the challenging vendor to show his product to be equal to or better than the one specified.

2. The Operations Coordinator will seek to identify sources from which the designated brand name item or items can be obtained and solicit sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be in accordance with sole source procurement methods.

Section 5 Procurement of Construction Services

A. Management of Construction Contracting

1. Selection of Methods of Construction Contracting Management - The Operations Coordinator shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the Operations Coordinator shall consider the County's requirements, the project type and scope of project and it's complexity, its resources, and the potential contractor's capabilities.

B. Bid Security and Performance Bonds:

1. Bid Security

a. Requirement for Bid Security - Bid security may be required for competitive sealed bidding for construction contracts when the price is estimated to exceed $500,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Michigan, or the equivalent in cash, cashier's check, money order or certified check, or otherwise supplied in a form satisfactory to the purchasing agent. Nothing herein shall prevent the requirement of such bonds on construction work under $500,000 when the circumstances warrant. In lieu of a bond, a contractor may agree to invoice for work only after completed and accepted by the County in whole or in part as the project progresses with agreed upon milestones of completion and acceptance.

b. Amount of Bid Security - Bid security shall be determined by the Operations Coordinator notwithstanding, an amount equal to at least 5% of the amount of the bid.

c. Rejection of Bids for Non-compliance with Bid Security Requirements -

When the invitation or solicitation for bids requires security, noncompliance in submitting the required security will be cause for the bid to be rejected.

2. Contract Performance and Payment Bonds

a. When Required-Amounts - When a construction contract is awarded, the following bonds or security may be required as indicated in the invitation or solicitation:

1. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and

2. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be an amount equal to 100% of the price of the contract.

3. The County may hold a 10% retainage amount until the project is totally complete and accepted.

3. Authority to Require Additional Bonds - Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this section. Such other specific bonds may include labor and material bonds in the amount of 100% of the value of the project.

4. Exemption - The County may allow for a contractor not to post performance bonds if the work will be short in duration and the contractor does not submit payment request until all work is completed and accepted by the County. Such agreement will be mutual and agreed to prior to award of contract or purchase order.

Section 6 Debarment or Suspension

A. Authority to Debar or Suspend - After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Operations Coordinator, after consulting with the Legal Advisor, is authorized to debar a person and/or Company for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Legal Advisor, the purchasing agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statues of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects responsibility as a County contractor;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

4. Person or company has brought litigation against the County or any of its offices or Courts and the litigation is currently ongoing. At the conclusion of the litigation, if the outcome is favorable to the County and the claims brought by the person or company not sustained, the County may extend the disbarment for a period beyond three (3) years upon concurrence of County legal counsel.

5. Violation of contract provisions, as set forth below, of a character which is regarded by the Operations Coordinator to be so serious as to justify debarment action:

    a. Deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or

    b. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

6. Any other cause the Operations Coordinator determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another government entity for any cause listed in this Policy.

B. <u>Decision to Debar or Suspend</u> - The Operations Coordinator shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved.

C. <u>Notice of Decision</u> - A copy of the decision to debar or suspend shall be mailed or otherwise furnished immediately to the debarred or suspended person.

D. <u>Finality of Decision</u> - A decision under Section 7.1 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision makes an appeal to the County Administrator/CFO or commences a timely action in court in accordance with applicable law.

Section 7 Appeals and Remedies

A. Bid Protests (Right to Protest) - Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator/Chief Financial Officer. Protestors are urged to seek resolution of their complaints initially with the Operations Coordinator. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. On the day submitted or the first business day thereafter, the County Administrator/Chief Financial Officer shall provide a copy of the protest to the Operations Coordinator. The protest must be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

B. Contract Claims

1. Decision of the Operations Coordinator - All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the Operations Coordinator for a decision. The contractor may request a conference with the Operations Coordinator on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recision.

2. Notice to the Contractor of the Operations Coordinator's Decision - The decision of the Operations Coordinator shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached.

3. Finality of Operations Coordinator's Decision; Contractor's Right to Appeal - The Operations Coordinator's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Administrator/Chief Financial Officer or commences an action in a court of competent jurisdiction.

4. Failure to Render Timely Decision - If the Operations Coordinator does not issue a written decision regarding any contract controversy within ten (10) business days after written request for a final decision or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

C. Authority of the Operations Coordinator to Settle Bid Protests and Contract Claims - The Operations Coordinator is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to an appeal to the County Administrator/Chief Financial Officer or the commencement of an action in a court of competent jurisdiction.

Section 8 Ethics

A. Conflicts of Interest - It shall be unethical for any County employee, elected official or court employee to participate directly or indirectly in a procurement, service, training or other contract when the County employee knows that:

1. The County employee or any member of the County employee's immediate family has a financial interest pertaining to the contract; or

2. Any other person, business, or organization with whom the County employee or any member of a County employee's immediate family is negotiating or has an agreement concerning prospective employment is involved in the contract.

B. General

1. It shall be unethical for any payment or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. It shall be unethical for any County Employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

4. The County Legal Advisor may grant a waiver from the employee Conflict of Interest provision Section 9.1 or the Contemporaneous Employment provision Section 9.2(c) upon making a written determination that:

   a. The contemporaneous employment or financial interest of the County employee has been publicly disclosed;

   b. The County employee will not be able to perform his/her procurement functions without actual bias or favoritism; and

   c. The award will be in the best interest of the County.

   d. The waiver is not in violation of any State law regarding matters of conflict of interest.

Definitions

A. Approved Vendor - Vendor in good standing with the County who previously has performed services or provided goods to the County and is included on mailing lists for future Requests for Proposals, quotes or bids. Vendors may also become approved vendors by submitting a completed vendor application and meeting the County's minimum criteria to become an approved vendor or by submitting a request I writing indicating the types of goods and services the vendor is interested in bidding on.

B. Approved Vendor List - Listing of approved vendors that is updated as vendors submit applications and are added to the list. Annually, the list is reviewed for accuracy and edited to correct the list.

C. Brand Name or Equal Specification - A specification limited to items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.

D. Brand Name Specification - A specification limited to items by manufacturers' names or catalogue numbers.

E. Business - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

F. Construction - The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

G. Contract - All types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

H. Contractor - Any person having a contract with the County or a using agency thereof.

I. Direct or Indirect Participation - Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

J. Employee - An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.

K. Financial Interest

1. Ownership of any interest or involvement in any relationship from which , or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive more than $500.00 per year, or its equivalent;

2. Ownership of 25 percent (25%) of any property or business, or;

3. Holding a position in a business such as officer, director, trustee, partner, employee, or the like or holding any position of management.

L. Immediate Family - A spouse, children, parents, brothers, and sisters.

M. Invitation for Bids - All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

N. Person - Any business, individual, union, committee, club, other organization, or group of individuals.

O. Price Analysis - The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

P. Price Data - Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

Q. Procurement - The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

R. Public Agency - A public entity subject to or created by the County.

S. Qualified Products List - An approved list of supplies, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

T. Request for Proposals - All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

U. Responsible Bidder of Offeror - A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

V. Responsive Bidder - A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

W. Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

X. Specification - Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service, or construction item for delivery.

Y. Supplies - All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Z. Using Agency/Department - Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Policy.

Policy Compliance:

A. Responsibility:

1. Elected Official/Judges/Department Head/Authorized Representative: Each is responsible for ensuring this policy is followed when purchasing supplies, services and construction.

2. Operations Coordinator: Shall carry out the procurement of supplies, services and construction in accordance with this policy.

3. Administrator/Chief Financial Officer: Shall have responsibility for overseeing and implementing this policy.

Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe County Board of Commissioners, dated May 10, 1994.

Revised pursuant to action of the Monroe County Board of Commissioners, dated March 24, 1999, February 27, 2001, November 1, 2022

Marked-up Copy

Section Name: Financial Management   Effective Date: May 10, 1994
Section Number: 300   ~~Date of Revision: March 24, 1999~~
Policy Number: 305   ~~Date of Revision: February 27, 2001~~
~~Page: 1 of 4~~   **Date of RevisionNovember 1, 2022**

~~**Section 1 General Provisions**~~
Subject: Purchasing Policy

~~1.1~~ **Overview:**~~Purpose –~~ T~~he purpose of t~~his policy is to provide for~~ the~~ **a framework within procurement is conducted across the County organization and its offices and departments. The County will employ a centralized procurement function with delegated authority to user departments to assist in sourcing, pricing and supporting the overall procurement program. The policy will promote** fair ~~and equitable~~ treatment of all persons**/vendors while engaged in the procurement process** ~~involved in purchasing by~~**of the** ~~Monroe~~ County **of Monroe**, to maximize the ~~purchasing~~ value of public funds **allocated to** ~~in~~ procurement and to provide safeguards for maintaining a procurement system of quality and integrity to serve the best interests of the County of Monroe. This policy will also serve to utilize the most efficient method of operating the procurement process for the County of Monroe **including consideration of the staffing levels required to perform the administrative and financial tasks of the County's procurement function**.

Consideration~~s~~ of staffing levels, **the necessary** manpower in processing administrative paperwork, advertising costs, indirect costs and overall time factors of supplying goods and services are intended to be **factors** ~~reviewed~~ in **designing and operating** the procurement **function**~~operation~~ of the County. **Consideration of these factors**~~Such review~~ will serve to provide the County with an overall cost effective process of procurement. The policy will serve as a framework to work within, yet allow particular **and evolving** needs to be addressed by the **Administrator/Chief Financial Officer and others involved in procurement**~~Purchasing Agent~~ as they arise in order to maintain **operational** support for the departments and agencies affected.

~~1.2~~ **Purpose**~~Application~~**:**~~–~~ This policy applies to contracts **and orders** for the procurement of supplies, services and construction entered into by~~ Monroe~~ **the** County **of Monroe.**~~ after the effective date of this policy~~. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations **covering the expenditure of those applicable funds**. Nothing in this policy shall prevent any department or agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

Scope:
This policy shall apply to all departments, offices, elected officials, courts and administrative units of Monroe County government.

~~Public Access to Procurement Information – Procurement information shall be public~~

~~record to the extent provided in Act 442, of the Public Acts of 1976, (Michigan Compiled Laws (MCL) 15.231 et.seq.) as amended and shall be available to the public as provided in said statute (Michigan Freedom of Information Act).~~

~~1.3~~

Statement of Policy

Section 12~~2~~ Operations Coordinator~~Purchasing Agent~~

A. Employment - The **Operations Coordinator**~~purchasing agent~~ **(or any future named successor titled position)** shall be **the**~~Monroe~~ County's principal public purchasing official. ~~He/she shall be hired in accordance with Monroe County's Personnel Policies and subject to the Personnel Policies' provisions. He/she shall meet the minimum standards set forth in the purchasing agent's job description.~~ The **Operations Coordinator**~~purchasing agent~~ is an employee of the County **Central Office under the direct supervision of the** Administrator/Chief Financial Officer.

B. Duties - The **Operations Coordinator**~~purchasing agent shall~~ carry out the procurement of supplies, services and construction in accordance with this policy.

In addition to the above and subject to the supervision of the Administrator/Chief Financial Officer the **Operations Coordinator**~~purchasing agent~~ shall:

1. Procure or supervise the procurement of supplies, services and construction **and remodeling services** required by the County and its agencies;

2. Exercise direct supervision over **any** ~~the~~ County~~'s~~ general **supply items** or central stores;

3. Sell, trade, or otherwise dispose of surplus supplies, equipment, or real estate as authorized.

4. Establish and maintain as necessary programs or procedures for specification development and contract administration, inspection and acceptance~~,~~ in co**nsultation**~~operation~~ with the departments and agencies using the supplies, services and construction.

5. Other duties consistent with **carrying out the execution of the procurement function**~~employment~~ **of the County**.

C. Operational Procedures - Consistent with this policy, and where applicable the approval of the Administrator/Chief Financial Officer, the **Operations Coordinator**~~purchasing agent~~ may adopt and implement operational procedures relating to the execution of his/her duties for the purchase of goods and services not limited to procedures for Internet on-line buying, credit card purchases, etc.

D. Delegation - The **Operations Coordinator**~~purchasing agent~~ may delegate authority to purchase certain supplies, services, or construction items to other County officials, if such delegation is deemed necessary for the effective **and timely** procurement of such items. This delegation may include the solicitation of comparable **product pricing**~~s~~, quotes or proposals.

E. Authorization to Purchase - The **Operations Coordinator**~~purchasing agent~~ is authorized to procure supplies, equipment, services etc. consistent with dollar amounts appropriated in the department or agency's budget. Procurement of supplies, equipment, services; etc. will take place after consultation with the department or agency, with the purpose of the consultation to **confirm**~~revise~~ the quantity, quality and other requirements of the procurement prior to purchase.

Nothing in this policy shall violate the County's **Annual Line Item** Budget Resolution, which shall be incorporated and made a part of this policy.

F. Sale of County Assets - Unless otherwise required by law, the **Operations Coordinator**~~purchasing agent~~ shall serve in his/her capacity as the authorized agent for the sale and disposal of all County assets including but not limited to: supplies, equipment, tools, furniture, automobiles, trucks, weapons, computers etc. The sale of assets may be facilitated by public sale, trade-in at **time of** purchase **of new items from**

selling vendor, transfer **to other authorized government agency** or sale by intergovernmental agreement or **disposal** by salvage value **as scrap beyond the assets useful life**. The **Operations Coordinator**~~purchasing agent~~ ~~who~~ may seek the counsel of the ~~affected department~~**affected department**/agency and/or the County's Legal Advisor **in**~~will~~ determin**ing**e the **most appropriate** method of sale **or disposal**.

All proceeds of the sale of County assets shall be accounted for and deposited with the County Treasurer along with **detailed** supporting receipts or other documents.

G. ~~2.7~~ Public Access to Procurement Information - Procurement information shall be public record to the extent provided in Act 442, of the Public Acts of 1976, (Michigan Compiled Laws (MCL) 15.231 et.seq.) as amended and shall be available to the public as provided in said statute (Michigan Freedom of Information Act).

Section 2~~3~~ Source Selection and Contract Formation

Methods of Source Selection

A. Competitive Sealed Bidding

1. Conditions for use - Procurement contracts **and orders** of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3.2 (competitive sealed proposals), 3.3 (small purchases), 3.4 (sole source procurement) and 3.5 (emergency procurement) of this policy.

2. Invitation for Bids - An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. The **Operations Coordinator**~~purchasing agent~~ may issue bidding documents to bidders of whom he**/she** is knowledgeable of and in an effort to promote the receipt of competing offers.

3. Public Notice - Adequate and reasonable public notice of the invitation for bids shall be given a reasonable time (not less than 10 calendar days prior to the date set forth therein for the closing date of bids). Such notice shall include publication in a local newspaper of general circulation, ~~mail, fax or by~~ posting on the County's internet web page, and to **public procurement or bid reporting agencies.** ~~approved vendors by Electronic Mail (e- mail) for a reasonable time prior to the closing date of bids.~~ The public notice shall state the name of the project, location where plans and/or specifications may be obtained, deposit amount if applicable, availability of bidding documents, closing date for bids and other information the ~~purchasing agent~~ **Operations Coordinator** deems necessary. Any bid received after the indicated closing date and time shall be rejected and returned unopened to the bidder. The official time shall be as kept by the receiving office's time clock stamp or **network** computer if sent via the Internet.

4. Bid Opening - Bids having been submitted prior to the closing date for bids shall be opened under the direction of the **Operations Coordinator**~~purchasing agent in the Finance/Purchasing Department~~ at a time provided in the bid documents and open to the public. **Following the opening and after allowing for the task of compiling the bids, a**~~A~~ summary of the bid results shall be prepared and available for public inspection in accordance with this policy.

5. Bid Acceptance and Bid Evaluation - Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, **compatability into existing County systems,** delivery and suitability for a particular purpose. Bids, which do~~-~~ not comply with **mandatory** ~~all~~ criteria set forth in the invitation to bid, may be subject to disqualification.

Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs **and maintenance**. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids. **Clarification of criteria shall be the sole discretion of the County and its employees and agents in evaluating bids.** Notwithstanding anything here in to the contrary, the County of Monroe and its agencies shall not be required to accept and award the low dollar amount bid.

6. Correction or Withdrawal of Bids; Cancellation of Awards - Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for closing date of bids. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made the nature of the mistake, and the bid price actually intended. **A bid calculation or worksheet with a mathematical error or similar mistake would be an example. The County may seek clarification of pricing for services, items, rates, etc. in its effort to clearly understand the proposal or bid and prior to finalizing a bid or proposal summary.** After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the county or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

    1. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

    2. The bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Agent.

7. Award - Awards shall be made with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. No contract or purchase order shall be entered into with any company or business, which is in bankruptcy or receivership of which the County has knowledge. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the County's **Chief** Financial Officer, the **Operations Coordinator**~~purchasing agent~~ is authorized, when he/she determines time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the three lowest responsive and responsible bidders in order to bring the bid within the amount of available funds. Such negotiation shall first be based upon eliminating, if any, deductive items specified in the invitation for bids, of the low price bidder.

   Preference for award shall be first given to local bidders meeting the award criteria and in cases of a tie **bid the** award shall be to the local bidder. ~~In addition to local vendors and upon determination that there is only one sole source provider for the specified goods and services within the County, the purchasing director shall secure bids from qualified vendors outside of the County of Monroe.~~ A local bidder is defined as a qualified vendor whose primary business office is located within the geographical boundaries of the County of Monroe.

8. **Qualification**~~Multi-step~~ Sealed Bidding - When it is determined by the **Operations Coordinator**~~purchasing agent~~ to be impractical to prepare initially a description to support an award based on price**,** an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders with offers which have been determined to be technically acceptable under the criteria set forth in the first solicitation.

B. Competitive Sealed Proposals

1. Conditions for Use - When the purchasing agent determines that the use of competitive sealed bidding is either not practicable**, applicable to meeting the needs of operating units** or not advantageous to the County, an award may be made by the use of competitive sealed proposals.

2. Request for Proposals - Proposals shall be solicited through a request for proposals sent out from the ~~purchasing agent~~ **Operations Coordinator or under this person's direction**. Such request for proposals may include requirements developed by the department(s) who will receive the item**(s) or services** purchased. The requirements developed by the department(s) would be based upon research and related factors concerning the appropriate performance standards, product life, application, compatibility etc.

3. Public Notice & Proposal Opening - Adequate public notice of the request for proposals **being solicited, where to obtain documents for submitting proposals and when the due date deadline for submitting a response to the County shall be part of the County's request for proposals. The request for proposal shall include opportunity for public opening.** ~~and openings shall be given in the same manner as provided in Section 3.1 (3) & (4).~~

4. Receipt of Proposals - **P**~~No p~~roposals shall be handled so as to p**revent**~~ermit~~ intended disclosure of the offer. Each proposal shall be time clock stamped to indicate the time received and to verify submission within the due date. **If submitted electronically, the County email system shall be the official time for receipt of proposals to verify submission prior to the deadline.** All proposals~~–~~ are to be properly sealed and vendors are responsible for properly sealing and labeling submittals whether by mail, overnight delivery or **email**~~the Internet~~. **If by overnight delivery, the actual proposal shall be in a sealed envelope within the overnight mailing package. If by email, the subject line of the email must clearly indicate a sealed proposal is being transmitted.**

5. *Evaluation* ***and Award*** - Upon receipt of the proposals and after the opening, a proposal summary will be prepared that includes an award based upon the **Operations Coordinator's**~~purchasing agent's~~ and/or the relevant Department

Head and/**or** the Administrator/Chief Financial Officer**'s** evaluation and determination as to an award in the best interest of the County~~ as provided for in Section 3.1 (5)~~. Such~~-~~ evaluation may include the user department(s) to assist in the evaluation process **to ensure the award meets the operational objectives of the user department**.

~~5.~~

6. **County Reservations and Rights-The County of Monroe reserves the right to accept or reject any or all proposals received as a result of request for proposals or procurement solicitations. The County of Monroe shall not be obligated to award a contract solely on the basis of any response made to any request for proposal, bids or procurement solicitation nor does the County intend to, nor will it be obligated to, pay for the information solicited or obtained through any procurement proocess. Additionally, the County reserves the following:**

a. **To reject all proposals and re-issue an RFP at any time prior to execution of a final contract; to require, in any RFP for products and/or services that may be issued subsequent to any RFP, terms and conditions that are substantially different from the terms and conditions set forth in the original RFP; or to cancel any RFP with or without issuing another RFP.**

b. **To reject any proposal if, in the County's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of the RFP, the proposer does not meet the qualification requirements set forth or it is otherwise determined to be in the best interest of the County to reject a proposal, bid or offer.**

c. **To supplement, amend, substitute or otherwise modify an RFP at any time prior to the execution of a final contract.**

d. **Accept or reject any or all of the items in any proposal and award a contract for the whole or only a part of any proposal if the County determines, in its sole discretion that it is in the County's best interest to do so.**

e. **To reject the proposal of any proposer that, in the County's sole judgment, has been delinquent or unfaithful in the performance of any contract with the County, is financially or technically incapable or is otherwise deemed to not be a responsible proposer.**

f. **To waive any informality, defect, non-responsiveness and/or deviation from an RFP that is not, in the County's sole judgment, material to the proposal.**

g. **To permit or reject, at the County's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or**

corrections to proposals by one or more of the proposers following proposal submission.

h. To request that one or more of the proposers modify their proposals or provide additional information upon which the County will rely upon to make an evaluation of the proposal.

i. To request additional or clarifying information from any proposer at any time, including information inadvertently omitted by a proposer.

j. To require that proposers appear for interviews and/or presentations of their proposals at County offices, by telephone or other virtual platform.

~~a.~~ **To require references from proposers' previous clients on projects similar in type and scope to the work sought in the RFP.**

l. To conduct such investigations as the County considers appropriate with respect to the qualifications of any proposer and with respect to the information contained in any proposal~~.~~

~~6.~~**7.** Discussion with Responsible Vendors - Discussions may be conducted between the **Operations Coordinator**~~purchasing agent~~ (and/or his designated representative) and responsible vendors concerning the respective proposals submitted. Such discussion may serve to clarify and/or answer any questions surrounding the proposal in order to achieve clarification and full understanding regarding conformance to any solicitation requirements. This discussion shall take place prior to any award, however, should circumstances justify it then the **Operations Coordinator** ~~purchasing agent~~ may discuss issues after award if these issues affect the vendor's ability to perform or supply the good or service.

During any discussion **with** vendors**, they** shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be effort**s** taken to prevent disclosure of the identity of competing vendors or of information derived from other proposals. **Nothing contained in this policy shall preclude the County and its officials from engaging in final negotiations in order to obtain the most favorable pricing, products, services, and performance of the vendor or contractor.**

~~7.~~**8.** Award - Award shall be made to the responsible vendor whose proposal is determined by the **Operations Coordinator** ~~purchasing agent~~ to be the most advantageous to the County, taking into consideration factors ~~he~~ considers to be pertinent such as **but not limited to** price, availability, life cycle, performance, quality, service(s), standardization **into existing County facilities, equipment and systems**, etc.

C. ~~Small~~ Purchase **Requirements**~~s~~

1. **Small purchases (under $7,500) - The Operations Coordinator shall adopt operational procedures for making small purchases of items $7,500 or less. These procedures will allow for the comparison of offers by telephone, facsimile, mail or e-mail, published product price lists where time constraints allow so as to not disrupt the timely and orderly delivery of goods and services to the County.**

2. **Small Purchases (over $7,500 but less than $20,000.00) - For small purchases in excess of $7,500, the Operations Coordinator shall obtain three (3) quotes for comparison. After review and where applicable consultation with the department involved an award shall be made to the vendor offering the overall lowest acceptable quotation as determined from the purchasing agent's review. The proposals or quotes are to be retained with the purchase order. Proposals may be submitted in the form of fax, email response, conventional mail or courier. If after attempts to obtain three (3) quotes or proposals is not successful, the Operations Coordinator shall document the firms contacted and unresponsive and may proceed with the purchase.**

~~1.~~**3.** **Purchases Above $20,000** ~~General~~ - Any purchase or order **for more**~~less~~ than $**2**~~1~~0,000.00 may be made in accordance with **a formal process of an RFP or solicitation letter to vendors seeking formal proposal responses.** ~~the small purchase procedures authorized in this section~~. Any requirements shall not be intentionally divided so as to constitute a small purchase **less than the intent of the policy**~~under this section~~. **This procedure shall not prevent the solicitation of written quotes, proposals or bids when timely response to operating units**

of the County is required for continued operations and to keep supplies or services readily available. ~~Exceptions to this section are for Capital Expenditures with an estimated cost exceeding $5,000.00 shall be purchased in accordance with Section 3.1 Competitive Sealed Bids.~~

~~2. Small Purchases (over $5,000 but less than $10,000.00) - Insofar as it is practical for small purchases in excess of $5,000, the purchasing agent shall obtain three (3) quotes for comparison. After review and where applicable consultation with the department involved an award shall be made to the vendor offering the overall lowest acceptable quotation as determined from the purchasing agent's review. The proposals or quotes are to be retained with the purchase order or in the purchasing files. Proposals may be submitted in the form of fax, Internet response, conventional mail or courier.~~

~~3. Small purchases (under $5,000) - The purchasing agent shall adopt operational procedures for making small purchases of $5,000 or less. These procedures will allow for the comparison of offers by telephone, facsimile, mail or e-mail where time constraints allow so as to not disrupt the timely and orderly delivery of goods and services to the County.~~

4. Re-orders - During the procurement process when prices are quoted and **following** ~~later~~ an agency or department re-orders the same item, supply or services, prices need not be re-quoted if pricing from the original **awarded** vendor remains unchanged.

5. Petty Cash Purchases - Petty cash accounts may be utilized for the purchase of miscellaneous items, supplies, services etc. for amounts up to $200.00 per purchase. The use of the County credit card ~~for on-line purchases~~ may apply also for this type of purchase.

D. Sole Source Procurement - A contract or order may be awarded without competition when the **Operations Coordinator** ~~purchasing agent~~ **and others involved in sourcing products and services** determine~~s~~, after a good faith review of available sources, that there is only one source for the required supply, service**,** equipment or construction item. This method **may**~~would~~ apply for replacements of OEM parts and/or components **of equipment and systems**, expansion or capacity increases of equipment where **the** same manufacturer or vendor purchase is in the County's best interest **to most efficiently manage or maintain equipment or systems.**~~, and~~ **This may** also **apply to** direct purchases from the manufacturer or when the **Operations Coordinator**~~purchasing agent~~ determines the superiority of a manufacturer's product over another.

E. Emergency Procurements - Notwithstanding any other provisions of this policy, the **Operations Coordinator**~~purchasing agent~~ may make or authorize others to make emergency procurement of supplies, services**,** equipment or construction items when circumstances exist in order to allow for the continued operation of a department and/or the health/safety and welfare of the public or employees is threatened as determined by the **Operations Coordinator**~~ purchasing agent~~ who may consult with other officials in making a qualified decision.

F. Cooperative Purchasing Programs - Notwithstanding any other provision of this policy, the **Operations Coordinator**~~purchasing agent~~ may make or authorize the purchase of supplies, equipment**, products** or services available thru cooperative purchasing programs and associations. The decision~~-~~ to purchase from these programs shall be made by the **Operations Coordinator**~~ purchasing Director~~ **with any necessary**~~after~~ consultation with the department and considering among other issues delivery, packaging, minimum order requirements, ~~-~~**product/equipment quality and** follow-up service if applicable~~, product/equipment quality~~.

Such participation in cooperative purchasing shall be allowed pursuant to Act 431 of Public Acts of 1984, Section 263(2). (Management Budget Act)

G. Cancellation of Invitations for Bids and Requests for Proposals - An invitation for bids, ~~a~~ request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, **at any time for any reason as determined solely by the County**~~ when it is for good cause and in the best interests of the County~~. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when the **Operations Coordinator** ~~purchasing agent~~ determines it is in the best interests of the County. Notice of cancellation shall be sent to each business solicited. ~~Reason for cancellation will be provided upon request by offerors.~~

H. <u>Amendments to Invitations for Bids or Requests for Proposals</u> - An invitation for bids, a request for proposals or other solicitation may be amended by issuance of an addendum prior to the submittal deadline. The addendum shall provide for certain changes and/or clarifications in specifications, requirements, **due date,** submittals etc.

I. Responsibility of Bidders and Offerors - Determination of Non-responsibility: If a bidder or offeror who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the **Operations Coordinator** ~~purchasing agent~~. **Other**~~A designated~~ representative**s** of the **County** ~~purchasing agent~~ may assist in researching the issues surrounding non-responsibility for submittal to the **Operations Coordinator** ~~purchasing agent~~ who in turn will make a determination.

The ~~unreasonable~~ failure of a bidder or offeror to **promptly** supply ~~promptly~~ information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror. A copy of the determination will be sent to the non-responsible bidder or offeror.

Nothing in this policy, however, shall be considered failure to supply information if such requested information is considered to be proprietary in nature of the bidder or offeror. The **Operations Coordinator** ~~Purchasing Director~~ may consult with the Administrator/CFO **and or legal counsel** in determining proprietary information.

J. Bid, Payment and Performance Bonds - Bid surety, payment bonds, or performance bonds or other security may be required for contracts in conformance with state law or as the **County Administrator/CFO**~~purchasing agent with consent of a using agency~~ deems advisable to protect the County's interest. Any bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. Financial statements or performance bonds may be required from any company which has been in operation for less than one year if the **Operations Coordinator** ~~purchasing agent~~ questions an ability to supply material or performance of work. Additionally, as required in the RFP, the vendor shall provide requested Certificates of Insurance to the County prior to commencing work. Failure to provide proof of insurance may result in cancellation of the contract.

Section ~~4~~3 Types of Contracts and Contract Administration

A. Types of Contracts

1. General Authority - Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interest of the County may be used. **These may include purchase orders, association contract forms, service contracts and other agreements drafted specifically for the procurement.** The terms and duration shall be determined by the **Operations Coordinator** ~~purchasing agent~~ who may consult with the receiving department or agency for the type of product or service to be provided.

2. Multi-term:

a. Unless otherwise provided, a contract or award may be entered into for any period of time deemed to be in the best interest of the County.

Awards may be extended by mutual agreement that **align with the original procurement solicitation and** ~~maintain bid pricing and related services~~ as originally proposed.

If it is determined to be in the County's best interest such agreements may be extended through a negotiated extension where price, quality and service issues are negotiated between the County and selected vendor. Any extensions shall be approved by the County Administrator/**CFO**~~Auditor~~ which may be subject to annual review.

b. Cancellation due to Unavailability of Funds - When funds are not appropriated or otherwise made available to support continuation, the contract shall be canceled. Earliest possible notification shall be made to the vendor regarding any cancellation.

3. Multiple Source Award

a. General - a multiple source award is an award of an indefinite quantity for one or more items or services to more than one offeror.

b. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards may not be made for the purpose of dividing the business. Awards shall be limited to the least number of supplies necessary in order to provide for economy and overall savings in the County's cost of operation. The County, however, shall reserve the right to take bids or proposals separately if after consideration of particular needs and/or quantity, quality issues it is determined to be in the County's best interest.

B. Contract Clauses and their Administration

1. Contract clauses - Contracts for supplies, services and construction will include provisions necessary to define the responsibilities and rights of the parties to the contract. The **Operations Coordinator** ~~purchasing agent~~, after consultation with the Legal Advisor, may issue clauses appropriate for supply, service or construction awards, addressing among others the following subjects:

a. The unilateral rights of the County to order changes in the work within the scope of the contract;

b. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

c. Liquidated damages

d. Specified reasons for delay or non-performance

e. Termination of the contract for default

f. Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

1. When the contract is negotiated;
2. When the contractor provides the site or design; or
3. When the parties have otherwise agreed with respect to the risk of differing site conditions

2. Standard Clauses and Their Modification - The **Operations Coordinator**~~purchasing agent~~, after consultation with the Legal Advisor, may establish standard contract clauses for use in County contract. If the **Operations Coordinator**~~purchasing agent~~ establishes any standard clauses addressing the subjects set forth in Subsection (1) of this section, such clauses may be varied provided that the circumstances justify such variations.

C. Contract Administration - A contract administration system designed to insure that a contractor is performing in accordance with the solicitation or any modification under which the contract was awarded, and the terms and conditions of the contract, shall be maintained. This system may consist of meetings with receiving agencies or departments, verbal or written reports and the day to day monitoring of services being provided. **Other County employees may be assigned responsibility for contract administration separately or jointly with the Operations Coordinator or others to administer contracts.**

D. Right to Inspect Plant - The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the County. Such inspection may be used in evaluating the capacity of a contractor to perform the required work and may affect the decision to award or to continue providing services.

Section 5~~4~~ Specifications

Specifications are to be drafted so as to promote overall economy for the purposes intended and encourage competition. This applies to all specifications developed including but not limited to those prepared for the County by architects, engineers, designers and draftsmen.

A. Brand Name or Equal Specification

1. Use - Brand name or equal specifications shall be used when the **Operations Coordinator** ~~purchasing agent~~ determines that:

a. No other design or performance specifications or qualified products list is available;

b. Time does not permit the preparation of another form of purchase description **that details the requisite specifications, design, standards, etc and** ~~, not~~ including a brand name specification **provides a qualified description**;

c. The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement and follow-up service, replacement parts, etc.;

d. Use of a brand name or equal specification is in the County's best interest.

2. Nonrestrictive use - Where a brand name or equal specification is used in a solicitation, the brand name specification is for the purpose of describing the standard of quality, performance, and characteristics desired and not intended to limit or restrict competition.

~~2.~~

B. Brand Name Specification

1. Use - Where applicable the **Operations Coordinator**~~purchasing agent~~ may determine that only an identified brand name item or items will serve to satisfy the County's needs.

The **Operations Coordinator** ~~purchasing agent~~ shall have authority in specifying a manufacturer**'s** product over another when he determines that because of quality, performance, life cycle, costs, etc. **and those other criteria as listed in 3.4 above,** it is in the County's best interest to specify a single manufacturer.

Should a vendor object to a specified product the burden of proof to demonstrate an equal to the specified product falls upon the challenging vendor to show his product to be equal to or better than the one specified.

2. The **Operations Coordinator** ~~purchasing agent~~ will seek to identify sources from which the designated brand name item or items can be obtained and solicit sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be in accordance with sole source procurement methods.

Section ~~6~~5 Procurement of Construction Services

A. ~~Part A~~ Management of Construction Contracting

1. Selection of Methods of Construction Contracting Management - The **Operations Coordinator** ~~purchasing agent~~ shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the **Operations Coordinator**~~purchasing agent~~ shall consider the County's requirements, **the project type and scope of project and it's complexity,** its resources, and the potential contractor's capabilities.

B. ~~Part B –~~Bid Security and Performance Bonds

~~2.~~**1.** Bid Security

~~A.~~**a.** Requirement for Bid Security - Bid security may be required for competitive sealed bidding for construction contracts when the price is estimated to exceed $**5**~~1~~00,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Michigan, or the equivalent in cash, cashier**'**s check, money order or certified check, or otherwise supplied in a form satisfactory to the purchasing agent. Nothing herein shall prevent the requirement of such bonds on construction work under $**5**~~1~~00,000 when the circumstances warrant. **In lieu of a bond, a contractor may agree to invoice for work only after completed and accepted by the County in whole or in part as the project progresses with agreed upon milestones of completion and acceptance.**

~~B.~~**b.** Amount of Bid Security - Bid security shall be determined by the **Operations Coordinator** ~~purchasing agent~~ notwithstanding, an amount equal to at least 5% of the amount of the bid.

~~C.~~**c.** Rejection of Bids for Non-compliance with Bid Security Requirements - When the invitation or solicitation for bids requires security, noncompliance in submitting the required security will be cause for the bid to be rejected.

~~3.~~**2.** Contract Performance and Payment Bonds

~~A.~~**a.** When Required-Amounts - When a construction contract is awarded, the following bonds or security may be required as indicated in the invitation or solicitation:

1. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and

2. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be an amount equal to 100% of the price of the contract.

3. The County may hold a 10% retainage amount until the project is totally complete and accepted.

~~B.~~**3.** Authority to Require Additional Bonds - Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this section. Such other specific bonds may include labor and material bonds in the amount of 100% of the value of the project.

~~C.~~**4.** Exemption - The County may allow for a contractor not to post performance bonds if the work will be short in duration and the contractor does not submit payment request until all work is completed and accepted by the County. Such agreement will be mutual and agreed to prior to award of contract or purchase order.

Section ~~7~~6 Debarment or Suspension

A. Authority to Debar or Suspend - After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the **Operations Coordinator** ~~purchasing agent~~, after consulting with the Legal Advisor, is authorized to debar a person and/or Company for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Legal Advisor, the purchasing agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

2. Conviction under state or federal statues of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects responsibility as a County contractor;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

~~3.~~**4.** **Person or company has brought litigation against the County or any of its offices or Courts and the litigation is currently ongoing. At the conclusion of the litigation, if the outcome is favorable to the County and the claims brought by the person or company not sustained, the County may extend the disbarment for a period beyond three (3) years upon concurrence of County legal counsel.**

~~4.~~**5.** Violation of contract provisions, as set forth below, of a character which is regarded by the **Operations Coordinator**~~purchasing agent~~ to be so serious as to justify debarment action:

~~1~~**i.** **a**Deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or

~~2~~**ii.** **b**A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

~~5.~~**6.** Any other cause the **Operations Coordinator** ~~purchasing agent~~ determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another government entity for any cause listed in this Policy.

B. Decision to Debar or Suspend - The **Operations Coordinator**~~purchasing agent~~ shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved.

C. Notice of Decision - A copy of the decision to debar or suspend shall be mailed or otherwise furnished immediately to the debarred or suspended person.

D. Finality of Decision - A decision under Section 7.1 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision makes an appeal to the County Administrator/**CFO**~~Auditor~~ or commences a timely action in court in accordance with applicable law.

Section 8~~7~~ Appeals and Remedies

A. Bid Protests (Right to Protest) - Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator/Chief Financial Officer. Protestors are urged to seek resolution of their complaints initially with the **Operations Coordinator**~~purchasing agent~~. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. On the day submitted or the first business day thereafter, the County Administrator/Chief Financial Officer shall provide a copy of the protest to the **Operations Coordinator**~~purchasing agent~~. The protest must be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

B. Contract Claims

1. Decision of the **Operations Coordinator**~~Purchasing Agent~~ - All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the **Operations Coordinator**~~purchasing agent~~ for a decision. The contractor may request a conference with the **Operations Coordinator**~~purchasing agent~~ on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recision.

2. Notice to the Contractor of the **Operations Coordinator**~~Purchasing Agent~~'s Decision - The decision of the **Operations Coordinator**~~purchasing agent~~ shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached.

3. Finality of **Operations Coordinator**~~Purchasing Agent~~'s Decision; Contractor's Right to Appeal - The **Operations Coordinator**~~purchasing agent~~'s decision shall

be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Administrator/Chief Financial Officer or commences an action in a court of competent jurisdiction.

4. Failure to Render Timely Decision - If the **Operations Coordinator**~~purchasing agent~~ does not issue a written decision regarding any contract controversy within ten (10) business days after written request for a final decision or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

C. Authority of the **Operations Coordinator**~~Purchasing Agent~~ to Settle Bid Protests and Contract Claims - The **Operations Coordinator**~~purchasing agent~~ is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to an appeal to the County Administrator/Chief Financial Officer or the commencement of an action in a court of competent jurisdiction.

Section ~~9~~8 Ethics

A. Conflicts of Interest - It shall be unethical for any County employee**, elected official or court employee** to participate directly or indirectly in a procurement, service, training or other contract when the County employee knows that:

1. The County employee or any member of the County employee's immediate family has a financial interest pertaining to the contract; or

2. Any other person, business, or organization with whom the County employee or any member of a County employee's immediate family is negotiating or has an agreement concerning prospective employment is involved in the contract.

B. General

1. It shall be unethical for any payment or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

2. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

3. It shall be unethical for any County Employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

4. The County Legal Advisor may grant a waiver from the employee Conflict of Interest provision Section 9.1 or the Contemporaneous Employment provision Section 9.2(c) upon making a written determination that:

    a. The contemporaneous employment or financial interest of the County employee has been publicly disclosed;

    b. The County employee will not be able to perform his/her procurement functions without actual bias or favoritism; and

    c. The award will be in the best interest of the County.

    d. The waiver is not in violation of any State law regarding matters of conflict of interest.

~~APPENDIX - DEFINITIONS~~

Definitions

A. Approved Vendor - Vendor in good standing with the County who previously has performed services or provided goods to the County and is included on mailing lists for future Requests for Proposals, quotes or bids. Vendors may also become approved vendors by submitting a completed vendor application and meeting the County's minimum criteria to become an approved vendor or by submitting a request I writing indicating the types of goods and services the vendor is interested in bidding on.

B. Approved Vendor List - Listing of approved vendors that is updated as vendors submit applications and are added to the list. Annually, the list is reviewed for accuracy and edited to correct the list.

C. Brand Name or Equal Specification - A specification limited to items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.

D. Brand Name Specification - A specification limited to items by manufacturers' names or catalogue numbers.

E. Business - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

F. Construction - The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

G. Contract - All types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

H. Contractor - Any person having a contract with the County or a using agency thereof.

I. Direct or Indirect Participation - Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

J. Employee - An individual drawing a salary or wages from the County, whether elected or not; any non-compensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County; and any non-compensated individual serving as an elected official of the County.

K. Financial Interest

a. Ownership of any interest or involvement in any relationship from which , or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive more than $500.00 per year, or its equivalent;

b. Ownership of 25 percent (25%) of any property or business, or;

c. Holding a position in a business such as officer, director, trustee, partner, employee, or the like or holding any position of management.

L. Immediate Family - A spouse, children, parents, brothers, and sisters.

M. Invitation for Bids - All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

N. Person - Any business, individual, union, committee, club, other organization, or group of individuals.

O. Price Analysis - The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

P. Price Data - Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

Q. Procurement - The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

R. Public Agency - A public entity subject to or created by the County.

S. Qualified Products List - An approved list of supplies, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

T. Request for Proposals - All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

U. Responsible Bidder of Offeror - A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

V. Responsive Bidder - A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

W. Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

X. Specification - Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service, or construction item for delivery.

Y. Supplies - All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

Z. Using Agency/Department - Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Policy.

Policy Compliance:

A. **Responsibility:**

1. **Elected Official/Judges/Department Head/Authorized Representative: Each is responsible for ensuring this policy is followed when purchasing supplies, services and construction.**

2. **Operations Coordinator: Shall carry out the procurement of supplies, services and construction in accordance with this policy.**

3. **Administrator/Chief Financial Officer: Shall have responsibility for overseeing and implementing this policy.**

Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe County Board of Commissioners, dated May 10, 1994.

Revised pursuant to action of the Monroe County Board of Commissioners, dated March 24, 1999, February 27, 2001, November 1, 2022

~~Attachment 1~~

~~2000 GENERAL APPROPRIATIONS ACT~~

~~RESOLUTION FOR ADOPTION BY~~
~~THE MONROE COUNTY BOARD OF COMMISSIONERS~~

~~WHEREAS~~**~~, Act No. 2 of the P.A. of 1968, as amended, the "Uniform Budgeting and Accounting Act," requires that the Board of Commissioners, as the legislative body of Monroe County, pass a general appropriations act setting forth the funds appropriated to defray expenditures and meet the liabilities of Monroe County for the ensuing fiscal year;~~**

~~NOW, THEREFORE, BE IT RESOLVED~~~~, that the attached County Budget Resolution shall be the General Appropriations Act of the County of Monroe of the State of Michigan for the fiscal year beginning January 1, 2000 and ending December 31, 2000. An ACT to make appropriations; to provide for the disposition of all income received by the County of Monroe.~~

~~BE IT FURTHER RESOLVED~~~~, that the ACT is adopted in accordance with the attached County BUDGET RESOLUTION which is hereby deemed applicable to and adopted as part of this ACT.~~

~~This appropriation resolution is to take effect on January 1, 2000.~~

~~Dated: December 14, 1999~~

~~Dale W. Zorn, Chairman~~

~~Geri Allen, County Clerk~~

~~COUNTY BUDGET RESOLUTION~~

~~SECTION 1. APPROPRIATION NOT A MANDATE TO SPEND~~

~~The Budget, as submitted herein, is an all inclusive budget and the line items are not to be exceeded or altered without approval or authorization of the Board of Commissioners, the County Administrator/Chief Financial Officer, as designated herein, or by legal interpretation. The various appropriations specified in the budget represent the maximum authorization to incur expenditures for the purpose specified. It is expected that all elected and appointed County Officials shall exercise necessary judgement in the use of appropriated funds in order to achieve the objectives of their program with minimum expenditures.~~

~~SECTION 2. ALLOTMENT OF APPROPRIATION~~

~~When financial circumstances warrant, the Board may adopt a schedule for allotting the annual appropriation contained within the budget on a periodic basis of no less than one calendar quarter. Under this provision, the authorization to spend the annual appropriation provided in the budget shall be limited to the time limits and amounts established in such schedule. No elected or appointed County official shall cause obligations to be incurred against and no payment shall be made from an appropriation in excess of the limits provided in the schedule.~~

~~SECTION 3. LIMIT ON OBLIGATIONS AND PAYMENTS~~

~~No elected or appointed County Official shall cause an obligation to be incurred against and no payment shall be made from any appropriation unless there is sufficient unencumbered balance in the appropriation or allotment. Any obligation incurred or payment authorized in violation of this resolution shall be void and any payments so made illegal. Expenditures made in violation of this resolution shall be subject to the penalties specified in P.A. 621 of 1978, titled the Uniform Budgeting and Accounting Act.~~

~~SECTION 4. PROCEDURE FOR DISBURSEMENTS~~

~~Each claim against the County shall be approved by the elected or appointed County Official responsible for expenditure of the appropriation and shall specify the fund, appropriation account and the activity number assigned in the Budget in accordance with the State Accounting classification system. Such claims shall be submitted on a timely basis as directed by the Administrator/Chief Financial Officer. Claims against the County shall not be paid until approved by the Administrator/Chief Financial Officer, including utilities, rental and purchase contracts, or other claims for which the Finance Department shall deem advance payment necessary. No money shall be expended by the County Treasurer except as properly authorized pursuant to an appropriation provided for in the budget and no expenditures shall be charged directly to any contingency or general account.~~

~~SECTION 5. TRANSFER & PURCHASES~~

~~An elected or appointed County official responsible for an appropriation may upon the approval of the Administrator/Chief Financial Officer within the limits of the total appropriation, transfer funds between line items. No County Official may create a staff position or alter salaries without prior authorization of the Board of Commissioners. The purchase of supplies, vehicles, service and equipment shall be in compliance with the County Purchasing Policy adopted by the County Board of Commissioners. Establishment of salary levels and adjustments thereto shall be made in accordance with the adopted County personnel policies and negotiated labor agreements. All requisitions for supplies, materials and equipment for the operations of the County's departments and agencies shall be forwarded to the purchasing department. The Director of Purchasing is authorized to purchase all supplies, materials and equipment only after a determination has been made that sufficient monies are available within the departmental budget line item to effect the purchase.~~

~~SECTION 6. REVIEW OF FINANCIAL ACCOUNTS~~

~~On a least a quarterly basis, the Administrator/Chief Financial Officer shall review the status of expenditures and revenues as compared to the adopted budget and shall report the findings to the Board of Commissioners, noting areas which there are sufficient variations within the budget and providing recommendations where appropriate. A monthly status report of revenues and expenses shall be provided to elected and appointed County officials by the Finance Department.~~

~~SECTION 7. APPROPRIATIONS ADJUSTMENT REQUIRED~~

~~Elected and appointed County officials are responsible for maintaining expenditures within the limits of an appropriation as provided in this resolution. Should it become apparent to the official that the rate of expenditures of the appropriation shall exhaust that appropriation before the end of the budget period or allotment period, the official shall immediately take steps to reduce the rate of expenditures. The official may request a supplemental appropriation from the County Board of Commissioners who may in its discretion, approve or deny the request.~~

~~Whenever it is reported to the County Board of Commissioners that actual and probable revenues in any fund may be less than the estimated revenues upon which appropriations from such fund were based, the Board of Commissioners shall take action, which, in its sole discretion, are deemed necessary to prevent expenditures from exceeding available revenues for the current fiscal year. Such actions may include reductions or adjustments in periodic allotments and appropriations for any or all appropriations. Implementation of hiring freezes, layoff of personnel, renegotiations of labor contracts and elimination of capital outlay and capital improvement purchases, provided however, that the Department Head, elected or appointed County Official, shall be given the opportunity to review and comment on any proposed action prior to its adoption.~~

~~SECTION 8. PERSONNEL REPLACMENT POLICY~~

~~All employee vacancies created as a result of resignation or retirement shall be filled in accordance with County Personnel Policies. Prior to filling any vacancy, the following procedures shall be followed:~~

~~1. All vacancies must be included in the Budget.~~

~~2. The Department Head shall submit a written request to the Human Resources Department to fill the vacancy.~~

~~3. The Department Head shall utilize applications that are on file in the Human Resources Office and all new hires shall be processed through the Human Resources Office.~~

~~4. The Department Head shall not promote or reassign any current employee to any vacant position until such promotion or reassignment is approved by the Administrator/Chief Financial Officer.~~

~~SECTION 9. CAPITAL EXPENDITURES~~

~~All Capital Outlay that has been approved in this budget shall be purchased in accordance with the County Purchasing Policy. The Purchasing Agent shall seek competitive bids for the approved equipment in accordance with the County Purchasing Policy. Only those items listed in the current budget will be purchased. If a department wishes to use monies designated for other items, prior approval by the Administrator/Chief Financial Officer must be obtained before any items will be purchased.~~

~~SECTION 10. DRAIN ENGINEERING EXPENSES~~

~~Expenses for the cost of the engineer positions within the Drain Commission department shall be accounted for in a separate Enterprise Fund. Expenses from this fund shall be allocated by the Drain Commissioner to the appropriate drainage district deriving the benefit of these positions. This expense shall be assessed to the appropriate drainage district and all revenue from the special assessments shall be credited to the appropriate revenue within the Drain Enterprise Fund.~~

~~SECTION 11. MAJOR BUDGETING CHANGES~~

~~The following funding changes are contained in the 2000 budget:~~

1. ~~An appropriation to fund a Drug Enforcement Assistant Prosecutor position from the Prosecutor's Drug Forfeiture Account, after the expiration of the Federal Grant, effective September 30, 2000.~~

2. ~~Funding is included and earmarked to fund six additional road patrol deputies from the General Fund Contingency Account upon approval of a Federal Grant application.~~

3. ~~An additional $50,000 has been appropriated from the reserves in the Delinquent Tax Revolving Fund for the Self Help Road Improvement Program.~~

4. ~~The Board of Commissioners has approved an increase in the amount of the subsidy to offset the cost of overtime for security for the 2000 County Fair.~~

5. ~~A reduction of one position in the County Treasurer's office to become effective upon the retirement of a current employee.~~

6. ~~Funding is included to fund staffing for the Inmate Dormitory for the entire 2000 fiscal year. Revenue is anticipated from the INS for housing up to eighty INS inmates for the entire year.~~

7. ~~Funding is included for two additional positions within the Information Systems Department. One position will be funded from the proceeds of a Technology Grant from the Federal Government in order to free up additional deputies to perform law enforcement duties.~~

8. ~~Additional funding has been awarded to the County from the State of Michigan Office of Community Corrections in order to fund a Residential Treatment Center. Additional General Fund funding is provided in order to provide matching funds to pay for the maintenance costs of the facility.~~

9. ~~Matching funds are being provided for one additional Juvenile Probation Officer and one additional Prosecuting Attorney position from the Juvenile Accountability Grant.~~

10. ~~Funding has been included to upgrade a Day Report Program Monitor position to a Probation Officer position within the District Court Probation Department.~~

~~SECTION 12. GAIN SHARING POLICY~~

~~The Board of Commissioners hereby adopts the attached Gain Sharing Policy for the purpose of establishing a system for rewarding departments for exercising sound fiscal judgement and to~~

~~provide incentives for departmental managers for developing cost reductions in the management of their respective departments.~~

Section 1 General Provisions

1.1 Purpose - The purpose of this policy is to provide for the fair and equitable treatment of all persons involved in purchasing by Monroe County, to maximize the purchasing value of public funds in procurement and to provide safeguards for maintaining a procurement system of quality and integrity to serve the best interests of the County of Monroe. This policy will also serve to utilize the most efficient method of operating the procurement process for the County of Monroe.

Considerations of staffing levels, manpower in processing administrative paperwork, advertising costs, indirect costs and overall time factors of supplying goods and services are intended to be reviewed in the procurement operation of the County. Such review will serve to provide the County with an overall cost effective process of procurement. The policy will serve as a framework to work within, yet allow particular needs to be addressed by the Purchasing Agent as they arise in order to maintain support for the departments and agencies affected.

1.2 Application - This policy applies to contracts for the procurement of supplies, services and construction entered into by Monroe County after the effective date of this policy. When the procurement involves the expenditure of federal or state assistance or contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal or state laws and regulations. Nothing in this policy shall prevent any department or agency from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with law.

1.3 Public Access to Procurement Information - Procurement information shall be public record to the extent provided in Act 442, of the Public Acts of 1976, (Michigan Compiled Laws (MCL) 15.231 et.seq.) as amended and shall be available to the public as provided in said statute (Michigan Freedom of Information Act).

Section 2 Purchasing Agent

2.1 Employment - The purchasing agent shall be Monroe County's principal public purchasing official. He/she shall be hired in accordance with Monroe County's Personnel Policies and subject to the Personnel Policies' provisions. He/she shall meet the minimum standards set forth in the purchasing agent's job description. The purchasing agent is an employee of the County Administrator/Chief Financial Officer.

2.2 Duties - The purchasing agent shall carry out the procurement of supplies, services and construction in accordance with this policy.

In addition to the above and subject to the supervision of the Administrator/Chief Financial Officer the purchasing agent shall:

A. Procure or supervise the procurement of supplies, services and construction required by the County and its agencies;

B. Exercise direct supervision over the County's general or central stores;

C. Sell, trade, or otherwise dispose of surplus supplies, equipment, or real estate as authorized.

D. Establish and maintain as necessary programs or procedures for specification development and contract administration, inspection and acceptance, in cooperation with the departments and agencies using the supplies, services and construction.

E. Other duties consistent with employment.

2.3 Operational Procedures - Consistent with this policy, and where applicable the approval of the Administrator/Chief Financial Officer, the purchasing agent may adopt and implement operational procedures relating to the execution of his/her duties for the purchase of goods and services not limited to procedures for Internet on-line buying, credit card purchases, etc.

2.4 Delegation - The purchasing agent may delegate authority to purchase certain supplies, services, or construction items to other County officials, if such delegation is deemed necessary for the effective procurement of such items. This delegation may include the solicitation of comparables, quotes or proposals.

2.5 Authorization to Purchase - The purchasing agent is authorized to procure supplies, equipment, services etc. consistent with dollar amounts appropriated in the department or agency's budget. Procurement of supplies, equipment, services; etc. will take place after consultation with the department or agency, with the purpose of the consultation to revise the quantity, quality and other requirements of the procurement prior to purchase.

Nothing in this policy shall violate the County's Budget Resolution, which shall be incorporated and made a part of this policy.

2.6 Sale of County Assets - Unless otherwise required by law, the purchasing agent shall serve in his/her capacity as the authorized agent for the sale and disposal of all County assets including but not limited to: supplies, equipment, tools, furniture, automobiles, trucks, weapons, computers etc. The sale of assets may be facilitated by public sale, trade-in at purchase, transfer or sale by intergovernmental agreement or by salvage value. The purchasing agent who may seek the counsel of the affected department/agency and/or the County's Legal Advisor will determine the method of sale.

All proceeds of the sale of County assets shall be accounted for and deposited with the County Treasurer along with supporting receipts or other documents.

Section 3 **Source Selection and Contract Formation**

Methods of Source Selection

3.1 Competitive Sealed Bidding

A. Conditions for use - Procurement contracts of the County shall be awarded by competitive sealed bidding except as otherwise provided in Sections 3.2 (competitive sealed proposals), 3.3 (small purchases), 3.4 (sole source procurement) and 3.5 (emergency procurement) of this policy.

B. Invitation for Bids - An invitation for bids shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement. The purchasing agent may issue bidding documents to bidders of whom he is knowledgeable of and in an effort to promote the receipt of competing offers.

C. Public Notice - Adequate and reasonable public notice of the invitation for bids shall be given a reasonable time (not less than 10 calendar days prior to the date set forth therein for the closing date of bids). Such notice shall include publication in a local newspaper of general circulation, mail, fax or by posting on the County's internet web page, and to approved vendors by Electronic Mail (e-mail) for a reasonable time prior to the closing date of bids. The public notice shall state the name of the project, location where plans and/or specifications may be obtained, deposit amount if applicable, availability of bidding documents, closing date for bids and other information the purchasing agent deems necessary. Any bid received after the indicated closing date and time shall be rejected and returned unopened to the bidder. The official time shall be as kept by the receiving office's time clock stamp or computer if sent via the Internet.

D. Bid Opening - Bids having been submitted prior to the closing date for bids shall be opened under the direction of the purchasing agent in the Finance/Purchasing Department at a time provided in the bid documents and open to the public. A summary of the bid results shall be prepared and available for public inspection in accordance with this policy.

E. Bid Acceptance and Bid Evaluation - Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. Bids, which do not comply with all criteria set forth in the invitation to bid, may be subject to disqualification. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs. The invitation for bids shall set forth the evaluation criteria to be used. No criteria may be used in bid evaluation that is not set forth in the invitation for bids. Notwithstanding anything here in to the contrary, the County of Monroe and its agencies shall not be required to accept and award the low dollar amount bid.

F. Correction or Withdrawal of Bids; Cancellation of Awards - Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the office designated in the invitation for bids prior to the time set for closing date of bids. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the county or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

1. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or

2. The bidder submits evidence, which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the Purchasing Agent.

G. Award - Awards shall be made with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids. No contract or purchase order shall be entered into with any company or business, which is in bankruptcy or receivership of which the County has knowledge. In the event the low responsive and responsible bid for a construction project exceeds available funds as certified by the County's Financial Officer, the purchasing agent is authorized, when he/she determines time or economic considerations preclude resolicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the three lowest responsive and responsible bidders in order to bring the bid within the amount of available funds. Such negotiation shall first be based upon eliminating, if any, deductive items specified in the invitation for bids, of the low price bidder.

Preference for award shall be first given to local bidders meeting the award criteria and in cases of a tie award shall be to the local bidder. In addition to local vendors and upon determination that there is only one sole source provider for the specified goods and services within the County, the purchasing director shall secure bids from qualified vendors outside of the County of Monroe. A local bidder is defined as a qualified vendor whose primary business office is located within the geographical boundaries of the County of Monroe.

H. Multi-step Sealed Bidding - When it is determined by the purchasing agent to be impractical to prepare initially a description to support an award based on price an invitation for bids may be issued requesting the submission of unpriced offers to be followed by an invitation for bids limited to those bidders with offers which have been determined to be technically acceptable under the criteria set forth in the first solicitation.

3.2 Competitive Sealed Proposals

A. Conditions for Use - When the purchasing agent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the County, an award may be made by the use of competitive sealed proposals.

B. Request for Proposals - Proposals shall be solicited through a request for proposals sent out from the purchasing agent. Such request for proposals may include requirements developed by the department(s) who will receive the item purchased. The requirements developed by the department(s) would be based upon research and related factors concerning the appropriate performance standards, product life, application, compatibility etc.

C. Public Notice & Proposal Opening - Adequate public notice of the request for proposals and openings shall be given in the same manner as provided in Section 3.1 (3) & (4).

D. Receipt of Proposals - No proposals shall be handled so as to permit intended disclosure of the offer. Each proposal shall be time clock stamped to indicate the time received and to verify submission within the due date. All proposals are to be properly sealed and vendors are responsible for properly sealing and labeling submittals whether by mail, overnight delivery or the Internet.

E. Evaluation - Upon receipt of the proposals and after the opening, a proposal summary will be prepared that includes an award based upon the purchasing agent's and/or the relevant Department Head and the Administrator/Chief Financial Officer evaluation and determination as to an award in the best interest of the County as provided for in Section 3.1 (5). Such evaluation may include the user department(s) to assist in the evaluation process.

F. Discussion with Responsible Vendors - Discussions may be conducted between the purchasing agent (and/or his designated representative) and responsible vendors concerning the respective proposals submitted. Such discussion may serve to clarify and/or answer any questions surrounding the proposal in order to achieve clarification and full understanding regarding conformance to any solicitation requirements. This discussion shall take place prior to any award, however, should circumstances justify it then the purchasing agent may discuss issues after award if these issues affect the vendor's ability to perform or supply the good or service.

During any discussion vendors shall be accorded fair treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be efforts taken to prevent disclosure of the identity of competing vendors or of information derived from other proposals.

G. Award - Award shall be made to the responsible vendor whose proposal is determined by the purchasing agent to be the most advantageous to the County, taking into consideration factors he considers to be pertinent such as price, availability, life cycle, performance, quality, service(s), standardization, etc.

3.3 Small Purchases

A. General - Any purchase or order less than $10,000.00 may be made in accordance with the small purchase procedures authorized in this section. Any requirements shall not be intentionally divided so as to constitute a small purchase under this section. Exceptions to this section are for Capital Expenditures with an estimated cost exceeding $5,000.00 shall be purchased in accordance with Section 3.1 Competitive Sealed Bids.

B. Small Purchases (over $5,000 but less than $10,000.00) - Insofar as it is practical for small purchases in excess of $5,000, the purchasing agent shall obtain three (3) quotes for comparison. After review and where applicable consultation with the department involved an award shall be made to the vendor offering the overall lowest acceptable quotation as determined from the purchasing agent's review. The proposals or quotes are to be retained with the purchase order or in the purchasing files. Proposals may be submitted in the form of fax, Internet response, conventional mail or courier.

C. Small purchases (under $5,000) - The purchasing agent shall adopt operational procedures for making small purchases of $5,000 or less. These procedures will allow for the comparison of offers by telephone, facsimile, mail or e-mail where time constraints allow so as to not disrupt the timely and orderly delivery of goods and services to the County.

D. Re-orders - During the procurement process when prices are quoted and later an agency or department re-orders the same item, supply or services, prices need not be re-quoted if pricing from the original vendor remains unchanged.

E. Petty Cash Purchases - Petty cash accounts may be utilized for the purchase of miscellaneous items, supplies, services etc. for amounts up to $200.00 per purchase. The use of the County credit card for on-line purchases may apply also for this type of purchase.

3.4 Sole Source Procurement - A contract or order may be awarded without competition when the purchasing agent determines, after a good faith review of available sources, that there is only one source for the required supply, service**,** equipment or construction item. This method would apply for replacements of OEM parts and/or components, expansion or capacity increases of equipment where same manufacturer or vendor purchase is in the County's best interest, and also direct purchases from the manufacturer or when the purchasing agent determines the superiority of a manufacturer's product over another.

3.5 Emergency Procurements - Notwithstanding any other provisions of this policy, the purchasing agent may make or authorize others to make emergency procurement of supplies, services**,** equipment or construction items when circumstances exist in order to allow for the continued operation of a department and/or the health/safety and welfare of the public or employees is threatened as determined by the purchasing agent who may consult with other officials in making a qualified decision.

3.6 Cooperative Purchasing Programs - Notwithstanding any other provision of this policy, the purchasing agent may make or authorize the purchase of supplies, equipment or services available thru cooperative purchasing programs and associations. The decision to purchase from these programs shall be made by the purchasing Director after consultation with the department and considering among other issues delivery, packaging, minimum order requirements, follow-up service if applicable, product/equipment quality.

Such participation in cooperative purchasing shall be allowed pursuant to Act 431 of Public Acts of 1984, Section 263(2). (Management Budget Act)

3.7 Cancellation of Invitations for Bids and Requests for Proposals - An invitation for bids, a request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when the purchasing agent determines it is in the best interests of the County. Notice of cancellation shall be sent to each business solicited. Reason for cancellation will be provided upon request by offerors.

3.8 Amendments to Invitations for Bids or Requests for Proposals - An invitation for bids, a request for proposals or other solicitation may be amended by issuance of an addendum prior to the submittal deadline. The addendum shall provide for certain changes and/or clarifications in specifications, requirements, submittals etc.

3.9 Responsibility of Bidders and Offerors - Determination of Nonresponsibility: If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of nonresponsibility, setting forth the basis of the finding, shall be prepared by the purchasing agent. A designated representative of the purchasing agent may assist in researching the issues surrounding nonresponsibility for submittal to the purchasing agent who in turn will make a determination.

The unreasonable failure of a bidder or offeror to supply promptly information in connection with an inquiry with respect to responsibility may be grounds for a determination of nonresponsibility with respect to such bidder or offeror. A copy of the determination will be sent to the nonresponsible bidder or offeror.

Nothing in this policy, however, shall be considered failure to supply information if such requested information is considered to be proprietary in nature of the bidder or offeror. The Purchasing Director may consult with the Administrator/CFO in determining proprietary information.

3.10 Bid, Payment and Performance Bonds - Bid surety, payment bonds, or performance bonds or other security may be required for contracts in conformance with state law or as the purchasing agent with consent of a using agency deems advisable to protect the County's interest. Any bonding requirements shall be set forth in the solicitation. Bid or performance bonds shall not be used as a substitute for a determination of a bidder or offeror's responsibility. Financial statements or performance bonds may be required from any company which has been in operation for less than one year if the purchasing agent questions an ability to supply material or performance of work. Additionally, as required in the RFP, the vendor shall provide requested Certificates of Insurance to the County prior to commencing work. Failure to provide proof of insurance may result in cancellation of the contract.

Section 4 Types of Contracts and Contract Administration

4.1 Types of Contracts

A. General Authority - Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interest of the County may be used. The terms and duration shall be determined by the purchasing agent who may consult with the receiving department or agency for the type of product or service to be provided.

B. Multi-term:

1. Unless otherwise provided, a contract or award may be entered into for any period of time deemed to be in the best interest of the County. Awards may be extended by mutual agreement that maintain bid pricing and related services as originally proposed.

If it is determined to be in the County's best interest such agreements may be extended through a negotiated extension where price, quality and service issues are negotiated between the County and selected vendor. Any extensions shall be approved by the County Administrator/Auditor which may be subject to annual review.

2. Cancellation due to Unavailability of Funds - When funds are not appropriated or otherwise made available to support continuation, the contract shall be canceled. Earliest possible notification shall be made to the vendor regarding any cancellation.

C. Multiple Source Award

1. General - a multiple source award is an award of an indefinite quantity for one or more items or services to more than one offeror.

2. A multiple source award may be made when award to two or more bidders or offerors for similar products is necessary for adequate delivery, service or product compatibility. Multiple source awards shall not be made when a single award will meet the County's needs without sacrifice of economy or service. Awards may not be made for the purpose of dividing the business. Awards shall be limited to the least number of supplies necessary in order to provide for economy and overall savings in the County's cost of operation. The County, however, shall reserve the right to take bids or proposals separately if after consideration of particular needs and/or quantity, quality issues it is determined to be in the County's best interest.

4.2 Contract Clauses and their Administration

A. Contract clauses - Contracts for supplies, services and construction will include provisions necessary to define the responsibilities and rights of the parties to the contract. The purchasing agent, after consultation with the Legal Advisor, may issue clauses appropriate for supply, service or construction awards, addressing among others the following subjects:

1. The unilateral rights of the County to order changes in the work within the scope of the contract;

2. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;

3. Liquidated damages

4. Specified reasons for delay or non-performance

5. Termination of the contract for default

6. Site conditions differing from those indicated in the contract or ordinarily encountered, except that a differing site conditions clause need not be included in a contract:

   a. When the contract is negotiated;
   b. When the contractor provides the site or design; or
   c. When the parties have otherwise agreed with respect to the risk of differing site conditions

B. Standard Clauses and Their Modification - The purchasing agent, after consultation with the Legal Advisor, may establish standard contract clauses for use in County contract. If the purchasing agent establishes any standard clauses addressing the subjects set forth in Subsection (1) of this section, such clauses may be varied provided that the circumstances justify such variations.

4.3 <u>Contract Administration</u> - A contract administration system designed to insure that a contractor is performing in accordance with the solicitation or any modification under which the contract was awarded, and the terms and conditions of the contract, shall be maintained. This system may consist of meetings with receiving agencies or departments, verbal or written reports and the day to day monitoring of services being provided.

4.4 <u>Right to Inspect Plant</u> - The County may, at reasonable times, inspect the part of the plant, place of business, or worksite of a contractor or subcontractor which is pertinent to the performance of any contract awarded or to be awarded by the County. Such inspection may be used in evaluating the capacity of a contractor to perform the required work and may affect the decision to award or to continue providing services.

Section 5 Specifications

Specifications are to be drafted so as to promote overall economy for the purposes intended and encourage competition. This applies to all specifications developed including but not limited to those prepared for the County by architects, engineers, designers and draftsmen.

5.1 <u>Brand Name or Equal Specification</u>

A. Use - Brand name or equal specifications shall be used when the purchasing agent determines that:

1. No other design or performance specifications or qualified products list is available;

2. Time does not permit the preparation of another form of purchase description, not including a brand name specification;

3. The nature of the product or the nature of the County's requirements makes use of a brand name or equal specification suitable for the procurement and follow-up service, replacement parts, etc.;

4. Use of a brand name or equal specification is in the County's best interest.

B. Nonrestrictive use - Where a brand name or equal specification is used in a solicitation, the brand name specification is for the purpose of describing the standard of quality, performance, and characteristics desired and not intended to limit or restrict competition.

5.2 Brand Name Specification

A. Use - Where applicable the purchasing agent may determine that only an identified brand name item or items will serve to satisfy the County's needs.

The purchasing agent shall have authority in specifying a manufacturer product over another when he determines that because of quality, performance, life cycle, costs, etc. it is in the County's best interest to specify a single manufacturer.

Should a vendor object to a specified product the burden of proof to demonstrate an equal to the specified product falls upon the challenging vendor to show his product to be equal to or better than the one specified.

B. The purchasing agent will seek to identify sources from which the designated brand name item or items can be obtained and solicit sources to achieve whatever degree of price competition is practicable. If only one source can supply the requirement, the procurement shall be in accordance with sole source procurement methods.

Section 6 Procurement of Construction Services

Part A - Management of Construction Contracting

6.1 Selection of Methods of Construction Contracting Management - The purchasing agent shall have discretion to select the appropriate method of construction contracting management for a particular project. In determining which method to use, the purchasing agent shall consider the County's requirements, its resources, and the potential contractor's capabilities.

Part B - Bid Security and Performance Bonds

6.2 Bid Security

A. Requirement for Bid Security - Bid security may be required for competitive sealed bidding for construction contracts when the price is estimated to exceed $100,000. Bid security shall be a bond provided by a surety company authorized to do business in the State of Michigan, or the equivalent in cash, cashiers check, money order or certified check, or otherwise supplied in a form satisfactory to the purchasing agent. Nothing herein shall prevent the requirement of such bonds on construction work under $100,000 when the circumstances warrant.

B. Amount of Bid Security - Bid security shall be determined by the purchasing agent notwithstanding, an amount equal to at least 5% of the amount of the bid.

C. Rejection of Bids for Non-compliance with Bid Security Requirements - When the invitation or solicitation for bids requires security, noncompliance in submitting the required security will be cause for the bid to be rejected.

6.3 Contract Performance and Payment Bonds

A. When Required-Amounts - When a construction contract is awarded, the following bonds or security may be required as indicated in the invitation or solicitation:

1. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in the contract; and

2. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be an amount equal to 100% of the price of the contract.

3. The County may hold a 10% retainage amount until the project is totally complete and accepted.

B. Authority to Require Additional Bonds - Nothing in this section shall be construed to limit the authority of the County to require a performance bond or other security in addition to those bonds, or in circumstances other than specified in Subsection (1) of this section. Such other specific bonds may include labor and material bonds in the amount of 100% of the value of the project.

C. Exemption - The County may allow for a contractor not to post performance bonds if the work will be short in duration and the contractor does not submit payment request until all work is completed and accepted by the County. Such agreement will be mutual and agreed to prior to award of contract or purchase order.

Section 7 Debarment or Suspension

7.1 Authority to Debar or Suspend - After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the purchasing agent, after consulting with the Legal Advisor, is authorized to debar a person and/or Company for cause from consideration for award of contracts. The debarment shall be for a period of not more than three years. After consultation with the Legal Advisor, the purchasing agent is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall be for a period not to exceed three months. The causes for debarment include:

A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

B. Conviction under state or federal statues of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which seriously and directly affects responsibility as a County contractor;

C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;

D. Violation of contract provisions, as set forth below, of a character which is regarded by the purchasing agent to be so serious as to justify debarment action:

1. Deliberate failure without good cause to perform in accordance with the specification or within the time limit provided in the contract; or

2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;

E. Any other cause the purchasing agent determines to be so serious and compelling as to affect responsibility as a County contractor, including debarment by another government entity for any cause listed in this Policy.

7.2 Decision to Debar or Suspend - The purchasing agent shall issue a written decision to debar or suspend. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved.

7.3 Notice of Decision - A copy of the decision to debar or suspend shall be mailed or otherwise furnished immediately to the debarred or suspended person.

7.4 Finality of Decision - A decision under Section 7.1 (Decision to Debar or Suspend) shall be final and conclusive, unless fraudulent, or the debarred or suspended person within 10 days after receipt of the decision makes an appeal to the County Administrator/Auditor or commences a timely action in court in accordance with applicable law.

Section 8 Appeals and Remedies

8.1 Bid Protests (Right to Protest) - Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the County Administrator/Chief Financial Officer. Protestors are urged to seek resolution of their complaints initially with the purchasing agent. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. On the day submitted or the first business day thereafter, the County Administrator/Chief Financial Officer shall provide a copy of the protest to the purchasing agent. The protest must be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

8.2 Contract Claims

A. Decision of the Purchasing Agent - All claims by a contractor against the County relating to a contract, except bid protests, shall be submitted in writing to the purchasing agent for a decision. The contractor may request a conference with the purchasing agent on the claim. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or recision.

B. Notice to the Contractor of the Purchasing Agent's Decision - The decision of the purchasing agent shall be promptly issued in writing, and shall be immediately mailed or otherwise furnished to the contractor. The decision shall state the reasons for the decision reached.

C. Finality of Purchasing Agent's Decision; Contractor's Right to Appeal - The purchasing agent's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the contractor mails or otherwise delivers a written appeal to the County Administrator/Chief Financial Officer or commences an action in a court of competent jurisdiction.

D. Failure to Render Timely Decision - If the purchasing agent does not issue a written decision regarding any contract controversy within ten (10) business days after written request for a final decision or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if an adverse decision had been received.

8.3 Authority of the Purchasing Agent to Settle Bid Protests and Contract Claims - The purchasing agent is authorized to settle any protest regarding the solicitation or award of a County contract, or any claim arising out of the performance of a County contract, prior to an appeal to the County Administrator/Chief Financial Officer or the commencement of an action in a court of competent jurisdiction.

Section 9 Ethics

9.1 Conflicts of Interest - It shall be unethical for any County employee to participate directly or indirectly in a procurement, service, training or other contract when the County employee knows that:

A. The County employee or any member of the County employee's immediate family has a financial interest pertaining to the contract; or

B. Any other person, business, or organization with whom the County employee or any member of a County employee's immediate family is negotiating or has an agreement concerning prospective employment is involved in the contract.

9.2 General

A. It shall be unethical for any payment or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

B. It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

C. It shall be unethical for any County Employee who is participating directly or indirectly in the procurement process to become or to be, while such a County employee, the employee of any person contracting with the governmental body by whom the employee is employed.

D. The County Legal Advisor may grant a waiver from the employee Conflict of Interest provision Section 9.1 or the Contemporaneous Employment provision Section 9.2(c) upon making a written determination that:

1. The contemporaneous employment or financial interest of the County employee has been publicly disclosed;

2. The County employee will not be able to perform his/her procurement functions without actual bias or favoritism; and

3. The award will be in the best interest of the County.

4. The waiver is not in violation of any State law regarding matters of conflict of interest.

APPENDIX - DEFINITIONS

1. Approved Vendor - Vendor in good standing with the County who previously has performed services or provided goods to the County and is included on mailing lists for future Requests for Proposals, quotes or bids. Vendors may also become approved vendors by submitting a completed vendor application and meeting the County's minimum criteria to become an approved vendor or by submitting a request I writing indicating the types of goods and services the vendor is interested in bidding on.

2. Approved Vendor List - Listing of approved vendors that is updated as vendors submit applications and are added to the list. Annually, the list is reviewed for accuracy and edited to correct the list.

3. Brand Name or Equal Specification - A specification limited to items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet County requirements, and which provides for the submission of equivalent products.

4. Brand Name Specification - A specification limited to items by manufacturers' names or catalogue numbers.

5. Business - Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.

6. Construction - The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.

7. Contract - All types of County agreements, regardless of what they may be called, for the procurement of supplies, services, or construction.

8. Contractor - Any person having a contract with the County or a using agency thereof.

9. Direct or Indirect Participation - Involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

10. Employee - An individual drawing a salary or wages from the County, whether elected or not; any noncompensated individual performing personal services for the County or any department, agency, commission, council, board, or any other entity established by the executive or legislative branch of the County; and any noncompensated individual serving as an elected official of the County.

11. <u>Financial Interest</u>

   a. Ownership of any interest or involvement in any relationship from which , or as a result of which, a person within the past year has received, or is presently or in the future entitled to receive more than $500.00 per year, or its equivalent;

   b. Ownership of 25 percent (25%) of any property or business, or;

   c. Holding a position in a business such as officer, director, trustee, partner, employee, or the like or holding any position of management.

12. <u>Immediate Family</u> - A spouse, children, parents, brothers, and sisters.

13. <u>Invitation for Bids</u> - All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.

14. <u>Person</u> - Any business, individual, union, committee, club, other organization, or group of individuals.

15. <u>Price Analysis</u> - The evaluation of price data, without analysis of the separate cost components and profit as in cost analysis, which may assist in arriving at prices to be paid and costs to be reimbursed.

16. <u>Price Data</u> - Factual information concerning prices for items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices. The definition refers to data relevant to both prime and sub-contract prices.

17. <u>Procurement</u> - The buying, purchasing, renting, leasing, or otherwise acquiring of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction including description of requirements, selection, and solicitation of sources, preparation and award of contract, and all phases of contract administration.

18. <u>Public Agency</u> - A public entity subject to or created by the County.

19. <u>Qualified Products List</u> - An approved list of supplies, services, or construction items described by model or catalog numbers, which, prior to competitive solicitation, the County has determined will meet the applicable specification requirements.

20. <u>Request for Proposals</u> - All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

21. <u>Responsible Bidder of Offeror</u> - A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience,

integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

22. Responsive Bidder - A person who has submitted a bid which conforms in all material respects to the requirements set forth in the invitation for bids.

23. Services - The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include employment agreements or collective bargaining agreements.

24. Specification - Any description of the physical or functional characteristics or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing or preparing a supply, service, or construction item for delivery.

25. Supplies - All property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

26. Using Agency/Department - Any department, commission, board or public agency requiring supplies, services or construction procured pursuant to this Policy.

Attachment 1

2000 GENERAL APPROPRIATIONS ACT

RESOLUTION FOR ADOPTION BY
THE MONROE COUNTY BOARD OF COMMISSIONERS

WHEREAS**, Act No. 2 of the P.A. of 1968, as amended, the "Uniform Budgeting and Accounting Act," requires that the Board of Commissioners, as the legislative body of Monroe County, pass a general appropriations act setting forth the funds appropriated to defray expenditures and meet the liabilities of Monroe County for the ensuing fiscal year;**

NOW, THEREFORE, BE IT RESOLVED, that the attached County Budget Resolution shall be the General Appropriations Act of the County of Monroe of the State of Michigan for the fiscal year beginning January 1, 2000 and ending December 31, 2000. An ACT to make appropriations; to provide for the disposition of all income received by the County of Monroe.

BE IT FURTHER RESOLVED, that the ACT is adopted in accordance with the attached County BUDGET RESOLUTION which is hereby deemed applicable to and adopted as part of this ACT.

This appropriation resolution is to take effect on January 1, 2000.

Dated: December 14, 1999

____

Dale W. Zorn, Chairman

____

Geri Allen, County Clerk

COUNTY BUDGET RESOLUTION

SECTION 1. APPROPRIATION NOT A MANDATE TO SPEND

The Budget, as submitted herein, is an all inclusive budget and the line items are not to be exceeded or altered without approval or authorization of the Board of Commissioners, the County Administrator/Chief Financial Officer, as designated herein, or by legal interpretation. The various appropriations specified in the budget represent the maximum authorization to incur expenditures for the purpose specified. It is expected that all elected and appointed County Officials shall exercise necessary judgement in the use of appropriated funds in order to achieve the objectives of their program with minimum expenditures.

SECTION 2. ALLOTMENT OF APPROPRIATION

When financial circumstances warrant, the Board may adopt a schedule for allotting the annual appropriation contained within the budget on a periodic basis of no less than one calendar quarter. Under this provision, the authorization to spend the annual appropriation provided in the budget shall be limited to the time limits and amounts established in such schedule. No elected or appointed County official shall cause obligations to be incurred against and no payment shall be made from an appropriation in excess of the limits provided in the schedule.

SECTION 3. LIMIT ON OBLIGATIONS AND PAYMENTS

No elected or appointed County Official shall cause an obligation to be incurred against and no payment shall be made from any appropriation unless there is sufficient unencumbered balance in the appropriation or allotment. Any obligation incurred or payment authorized in violation of this resolution shall be void and any payments so made illegal. Expenditures made in violation of this resolution shall be subject to the penalties specified in P.A. 621 of 1978, titled the Uniform Budgeting and Accounting Act.

SECTION 4. PROCEDURE FOR DISBURSEMENTS

Each claim against the County shall be approved by the elected or appointed County Official responsible for expenditure of the appropriation and shall specify the fund, appropriation account and the activity number assigned in the Budget in accordance with the State Accounting classification system. Such claims shall be submitted on a timely basis as directed by the Administrator/Chief Financial Officer. Claims against the County shall not be paid until approved by the Administrator/Chief Financial Officer, including utilities, rental and purchase contracts, or other claims for which the Finance Department shall deem advance payment necessary. No money shall be expended by the County Treasurer except as properly authorized pursuant to an appropriation provided for in the budget and no expenditures shall be charged directly to any contingency or general account.

SECTION 5. TRANSFER & PURCHASES

An elected or appointed County official responsible for an appropriation may upon the approval of the Administrator/Chief Financial Officer within the limits of the total appropriation, transfer funds between line items. No County Official may create a staff position or alter salaries without prior authorization of the Board of Commissioners. The purchase of supplies, vehicles, service and equipment shall be in compliance with the County Purchasing Policy adopted by the County Board of Commissioners. Establishment of salary levels and adjustments thereto shall be made in accordance with the adopted County personnel policies and negotiated labor agreements. All requisitions for supplies, materials and equipment for the operations of the County's departments and agencies shall be forwarded to the purchasing department. The Director of Purchasing is authorized to purchase all supplies, materials and equipment only after a determination has been made that sufficient monies are available within the departmental budget line item to effect the purchase.

SECTION 6. REVIEW OF FINANCIAL ACCOUNTS

On a least a quarterly basis, the Administrator/Chief Financial Officer shall review the status of expenditures and revenues as compared to the adopted budget and shall report the findings to the Board of Commissioners, noting areas which there are sufficient variations within the budget and providing recommendations where appropriate. A monthly status report of revenues and expenses shall be provided to elected and appointed County officials by the Finance Department.

SECTION 7. APPROPRIATIONS ADJUSTMENT REQUIRED

Elected and appointed County officials are responsible for maintaining expenditures within the limits of an appropriation as provided in this resolution. Should it become apparent to the official that the rate of expenditures of the appropriation shall exhaust that appropriation before the end of the budget period or allotment period, the official shall immediately take steps to reduce the rate of expenditures. The official may request a supplemental appropriation from the County Board of Commissioners who may in its discretion, approve or deny the request.

Whenever it is reported to the County Board of Commissioners that actual and probable revenues in any fund may be less than the estimated revenues upon which appropriations from such fund were based, the Board of Commissioners shall take action, which, in its sole discretion, are deemed necessary to prevent expenditures from exceeding available revenues for the current fiscal year. Such actions may include reductions or adjustments in periodic allotments and appropriations for any or all appropriations. Implementation of hiring freezes, layoff of personnel, renegotiations of labor contracts and elimination of capital outlay and capital improvement purchases, provided however, that the Department Head, elected or appointed County Official, shall be given the opportunity to review and comment on any proposed action prior to its adoption.

SECTION 8. PERSONNEL REPLACMENT POLICY

All employee vacancies created as a result of resignation or retirement shall be filled in accordance with County Personnel Policies. Prior to filling any vacancy, the following procedures shall be followed:

1. All vacancies must be included in the Budget.

2. The Department Head shall submit a written request to the Human Resources Department to fill the vacancy.

3. The Department Head shall utilize applications that are on file in the Human Resources Office and all new hires shall be processed through the Human Resources Office.

4. The Department Head shall not promote or reassign any current employee to any vacant position until such promotion or reassignment is approved by the Administrator/Chief Financial Officer.

SECTION 9. CAPITAL EXPENDITURES

All Capital Outlay that has been approved in this budget shall be purchased in accordance with the County Purchasing Policy. The Purchasing Agent shall seek competitive bids for the approved equipment in accordance with the County Purchasing Policy. Only those items listed in the current budget will be purchased. If a department wishes to use monies designated for other items, prior approval by the Administrator/Chief Financial Officer must be obtained before any items will be purchased.

SECTION 10. DRAIN ENGINEERING EXPENSES

Expenses for the cost of the engineer positions within the Drain Commission department shall be accounted for in a separate Enterprise Fund. Expenses from this fund shall be allocated by the Drain Commissioner to the appropriate drainage district deriving the benefit of these positions. This expense shall be assessed to the appropriate drainage district and all revenue from the special assessments shall be credited to the appropriate revenue within the Drain Enterprise Fund.

SECTION 11. MAJOR BUDGETING CHANGES

The following funding changes are contained in the 2000 budget:

1. An appropriation to fund a Drug Enforcement Assistant Prosecutor position from the Prosecutor's Drug Forfeiture Account, after the expiration of the Federal Grant, effective September 30, 2000.

2. Funding is included and earmarked to fund six additional road patrol deputies from the General Fund Contingency Account upon approval of a Federal Grant application.

3. An additional $50,000 has been appropriated from the reserves in the Delinquent Tax Revolving Fund for the Self Help Road Improvement Program.

4. The Board of Commissioners has approved an increase in the amount of the subsidy to offset the cost of overtime for security for the 2000 County Fair.

5. A reduction of one position in the County Treasurer's office to become effective upon the retirement of a current employee.

6. Funding is included to fund staffing for the Inmate Dormitory for the entire 2000 fiscal year. Revenue is anticipated from the INS for housing up to eighty INS inmates for the entire year.

7. Funding is included for two additional positions within the Information Systems Department. One position will be funded from the proceeds of a Technology Grant from the Federal Government in order to free up additional deputies to perform law enforcement duties.

8. Additional funding has been awarded to the County from the State of Michigan Office of Community Corrections in order to fund a Residential Treatment Center. Additional General Fund funding is provided in order to provide matching funds to pay for the maintenance costs of the facility.

9. Matching funds are being provided for one additional Juvenile Probation Officer and one additional Prosecuting Attorney position from the Juvenile Accountability Grant.

10. Funding has been included to upgrade a Day Report Program Monitor position to a Probation Officer position within the District Court Probation Department.

SECTION 12. GAIN SHARING POLICY

The Board of Commissioners hereby adopts the attached Gain Sharing Policy for the purpose of establishing a system for rewarding departments for exercising sound fiscal judgement and to provide incentives for departmental managers for developing cost reductions in the management of their respective departments.

Marked-up Copy

Eliminate Policy

~~Section Name: Financial Management~~
~~Section Number: 300~~
~~Policy Number: 308~~
~~Page: 1 of 3~~

~~Subject: Contracting for Law Enforcement with Townships, Villages and Cities of the County of Monroe~~

~~1. Purpose: The purpose of this policy is to establish guidelines and procedures to assist in providing law enforcement protection and to establish procedures for the sharing of costs to the various Townships, Villages and Cities (local units of government) of the County of Monroe on a contractual basis.~~

~~2. Statement of Policy:~~

~~2.1 The County Sheriff, in cooperation with the County Administrator/Chief Financial Officer shall have the authority to enter into an agreement with a local unit of government to provide law enforcement services in accordance with the guidelines and procedures outlined in this policy.~~

~~2.21 A local unit of government may request financial assistance from the County of Monroe for supplemental police protection through the County Board of Commissioners. The County Board of Commissioners may provide up to twenty percent (20%) of the actual net cost to the local units of government for supplemental police protection. Local units of government shall reimburse the County of Monroe the remaining compensation of the contract deputy position.~~

~~2.22 If funding is no longer available, the Board of Commissioners may determine that local units of government shall be responsible for 100% plus all administrative costs for all contract deputies.~~

~~2.3 Local units of government shall be required to reimburse the County of Monroe an amount incurred on behalf of the County of Monroe for administrative costs for the administration of the contract deputies.~~

~~2.4 A local unit of government who enters into a contract for services for supplemental police protection shall be required to provide vehicles to accommodate the number of staff serving in that municipality.~~

~~2.5 All deputies assigned to a local unit of government by the Sheriff shall be employees of the County subject to the jurisdiction and control of the Sheriff.~~

~~2.6 Upon request by the local unit of government, the Sheriff shall assign contract deputies to enforce ordinances of the local unit and be present at any public meetings or special events. If a contract deputy is assigned during a regular shift there will be no additional charge for such service. If an assignment results in~~

~~overtime, the Sheriff shall provide notice to the local unit. The local unit shall reimburse the County of Monroe 100% of the actual cost plus administrative costs if the service is provided outside of the regular shift.~~

~~3. Definitions:~~

~~3.1 Administrative Cost is defined as costs attributed to the overall administration of the Office of the Sheriff, including the Sheriff, Command officers, Captains, Lieutenants, and Sergeants who are considered supervisory employees.~~

~~3.2 Contract Deputy or Deputies means one or more deputies which the Sheriff shall assign for full time work within the local unit of government as provided for in this policy.~~

~~3.3 County dedicated deputy means those deputies and other employees of the Sheriff which the Sheriff would provide for normal law enforcement services at no cost to the local unit in the jurisdiction of the local unit of government if this policy were not in effect~~

~~3.4 Local unit or local units of government means Townships, Villages and Cities entering into a contract for supplemental police protection with the County of Monroe and the Sheriff.~~

~~3.5 Vehicle means a motor vehicle comparable to the model purchased by the County of Monroe for road patrol work.~~

~~3.6 Equipment for each vehicle means, except for safety equipment, such equipment that is mutually agreed upon by the Sheriff and the local unit. The Sheriff may require the installation of such safety equipment as he determines to be appropriate based upon the Safety Equipment list attached to each agreement.~~

~~3.7 County means the County of Monroe acting by and through the Board of County Commissioners of the County of Monroe.~~

~~3.8 Sheriff means the Sheriff of Monroe County.08~~

~~3.9 Net Cost means the cost to the local unit after deducting an amount received by either the local unit or the County for Federal and/or State funding specifically granted for law enforcement activities within the local unit.~~

~~3.10 Compensation means the arithmetic mean average of the actual salary and fringe benefits paid by the County of Monroe for all of the sheriff deputies who are members of unit one of the bargaining units, all of whom are without command rank, plus the overtime and court appearances outside of the normal work period of each particular contract deputy, but excluding unemployment and workers compensation cost~~

4. ~~Application: This policy applies to the Office of the Sheriff, Finance Department, and all other departments of the County of Monroe responsible for developing contractual relationships to provide law enforcement contracts with the various local units of government of the County.~~

5. ~~Responsibility: The Office of the Sheriff shall be responsible for providing law enforcement services to the various local units of government of the County of Monroe. The Administrator/Chief Financial Officer and the Finance Department shall be responsible for the administration of the reimbursement billings to the contracting agencies.~~

6. ~~Administrative Procedures: Any party to the agreement may terminate the agreement by giving a written Notice of Termination not less than ninety (90) days before the effective date of termination.~~

7. ~~Legislative History of Authority for Creation or Revision:~~

~~Adopted pursuant to action of the Monroe County Board of Commissioners, dated ____________, 1999.~~

~~Revised pursuant to action of the Monroe County Board of Commissioners, dated ________________________________.~~

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2.21 A local unit of government may request financial assistance from the County of Monroe for supplemental police protection through the County Board of Commissioners. The County Board of Commissioners may provide up to twenty percent (20%) of the actual net cost to the local units of government for supplemental police protection. Local units of government shall reimburse the County of Monroe the remaining compensation of the contract deputy position.

2.22 If funding is no longer available, the Board of Commissioners may determine that local units of government shall be responsible for 100% plus all administrative costs for all contract deputies.

2.3 Local units of government shall be required to reimburse the County of Monroe an amount incurred on behalf of the County of Monroe for administrative costs for the administration of the contract deputies.

2.4 A local unit of government who enters into a contract for services for supplemental police protection shall be required to provide vehicles to accommodate the number of staff serving in that municipality.

2.5 All deputies assigned to a local unit of government by the Sheriff shall be employees of the County subject to the jurisdiction and control of the Sheriff.

2.6 Upon request by the local unit of government, the Sheriff shall assign contract deputies to enforce ordinances of the local unit and be present at any public meetings or special events. If a contract deputy is assigned during a regular shift there will be no additional charge for such service. If an assignment results in overtime, the Sheriff shall provide notice to the local unit. The local unit shall reimburse the County of Monroe 100% of the actual cost plus administrative costs if the service is provided outside of the regular shift.

3. Definitions:

3.1 Administrative Cost is defined as costs attributed to the overall administration of the Office of the Sheriff, including the Sheriff, Command officers, Captains, Lieutenants, and Sergeants who are considered supervisory employees.

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3.6 Equipment for each vehicle means, except for safety equipment, such equipment that is mutually agreed upon by the Sheriff and the local unit. The Sheriff may require the installation of such safety equipment as he determines to be appropriate based upon the Safety Equipment list attached to each agreement.

3.7 County means the County of Monroe acting by and through the Board of County Commissioners of the County of Monroe.

3.8 Sheriff means the Sheriff of Monroe County.08

3.9 Net Cost means the cost to the local unit after deducting an amount received by either the local unit or the County for Federal and/or State funding specifically granted for law enforcement activities within the local unit.

3.10 Compensation means the arithmetic mean average of the actual salary and fringe benefits paid by the County of Monroe for all of the sheriff deputies who are members of unit one of the bargaining units, all of whom are without command rank, plus the overtime and court appearances outside of the normal work period of each particular contract deputy, but excluding unemployment and workers compensation cost

4. Application: This policy applies to the Office of the Sheriff, Finance Department, and all other departments of the County of Monroe responsible for developing contractual relationships to provide law enforcement contracts with the various local units of government of the County.

5. Responsibility: The Office of the Sheriff shall be responsible for providing law enforcement services to the various local units of government of the County of Monroe. The Administrator/Chief Financial Officer and the Finance Department shall be responsible for the administration of the reimbursement billings to the contracting agencies.

6. Administrative Procedures: Any party to the agreement may terminate the agreement by giving a written Notice of Termination not less than ninety (90) days before the effective date of termination.

7. Legislative History of Authority for Creation or Revision:

Adopted pursuant to action of the Monroe County Board of Commissioners, dated ____________, 1999.

Revised pursuant to action of the Monroe County Board of Commissioners, dated ________________________________.

Updated Copy

Section Name: Employee Relations
Section Number: 400
Policy Number: 423

Effective Date: March 9, 1999
Date of Revision: November 1, 2022

Subject: Separation of Employment

Purpose:

The purpose of this policy is to provide guidelines for the fair and consistent treatment of an employee when separation of employment is necessary to serve the best interest of the County of Monroe and Monroe County Courts in order to achieve organizational goals. Goals include managing risks of litigation and operational disruptions associated with employment relations, and through amicable resolution, all parties may agree that separation is the best outcome.

This policy outlines the framework and principles for implementation of the separation and/or termination of an employee by the County, its elected officials, and Chief Judges of the Monroe County Courts.

This policy provides for temporary pay and/or benefits to eligible employees whose employment is involuntarily terminated.

Scope:
This Policy applies solely to individuals who are eligible employees with the exclusion of all elected officials of Monroe County and elected judiciary officials.

Statement of Policy:

This policy is not intended to create a vested entitlement to employees; nor is this policy intended to provide compensation or benefits to employees who are offered a comparable position of employment with the County of Monroe, or to provide compensation or benefits to employees who are terminated for a non-eligible termination reason.

Employment with the County of Monroe is not for any definite term and may be terminated at any time with or without cause and without advance notice. At all times the policy shall be consistent with all separately provided collective bargaining or employment agreements and the policy may supplement the provisions within collective bargaining agreements.

An employee may be separated from employment upon determination of the supervising employee, elected official, or court official.

A. Eligibility. Except as provided below, all employees of Monroe County, except elected officials including elected judiciary officials are eligible to receive Severance Benefits according to the terms of this Policy if their employment is terminated after the Effective Date of this Policy for any reason set forth in Section B below. Generally, any employee who is determined by the County to have failed to meet performance or conduct standards at the time of job elimination or employment separation (“Non-Performing

Employee") shall not be eligible for benefits under this Policy. However, the County Administrator/Chief Financial Officer may decide to make a Non-Performing Employee eligible for benefits under this Policy by taking into consideration: (1) length of service with the County; (2) whether the Non-Performing Employee would have been likely to improve his/her performance; (3) personal circumstances of the Non-Performing Employee; and (4) any other criteria the County Administrator/Chief Financial Officer determines to use in his or her sole and absolute discretion upon consultation with the Human Resources Director, Labor Counsel and the highest ranking department/office official of the Non-Performing Employee.

B. Eligible Termination Reasons. Eligible termination reasons include:

- Involuntary Termination of employment with the County as a direct result of position elimination or reduction in force provided the employee is not offered a Comparable Position with the County.

- Any other Termination of employment the County Administrator/Chief Financial Officer determines should result in the payment of Severance Benefits under this Policy.

C. Non-Eligible Termination Reasons. A non-eligible termination reason is any reason for Termination that is not considered an Eligible Termination Reason as described in Section B. above. Examples of reasons for Termination that generally will be regarded as non-eligible termination reasons include, without limitation, the following:

- Voluntary resignation, including job abandonment or constructive termination.

- Termination of employment if the employee is offered a Comparable Position with any Court or an elected official's office of the County of Monroe (without regard to whether such employment is in a Comparable Position).

- Misconduct as defined for purposes of this Policy.

- Excessive absenteeism or lateness.

- Failure to report to work or to return from a leave of absence beyond the approved leave period.

- Return from an unprotected leave of absence and no position is available.

- Death or retirement.

- Failure to meet performance standards or management's loss of confidence or trust in the employee.

- Transfer to a position of employment that is not eligible for Severance Benefits under this policy.

D. Severance Pay and COBRA Continuation Benefits**.** Severance pay under this policy shall be paid in an amount approved by the County Administrator/Chief Financial Officer. Using the following as a guide, severance pay may be calculated using one week's regular base pay for each complete year of service to the County, computed from the employee's last date of hire.

The County Administrator/Chief Financial Officer may also approve payment of an amount to an eligible employee's coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA). The employee must timely elect COBRA coverage and will pay the employee rate that would have been otherwise paid during regular employment. Following the severance period, the employee will be required to pay the full COBRA rate.

The County will deduct all taxes or other withholdings that are required by law to be withheld from Severance Benefits.

E. Requirement of Release. Payment of Severance Benefits is conditioned upon the employee timely signing an agreement and release (in a form satisfactory to the County Administrator/Chief Financial Officer) which will include such restrictive covenants as the County Administrator/Chief Financial Officer deems appropriate and a comprehensive release of all claims, including but not limited to, all employment-related claims. Payment of Severance Benefits will commence following the Employee's execution of the agreement and release.

If an employee's employment is terminated for a reason covered under Section B but the employee dies prior to executing an agreement and release, his or her estate or representative may not execute an agreement and release and no Severance Benefits will be paid under this Policy.

F. Method of Payment. Severance Pay will be paid in accordance with the County's regular payroll schedule.

G. Offsets. Severance Benefits payable under this Policy will be offset by any other severance, termination, or similar benefits the County provides, including but not limited to any amounts paid under any employment agreement or other individual contractual arrangement. Severance Benefits payable under this Policy also will be offset by any amounts received by the employee during the severance period pursuant to short-term or long-term disability plans or financial support maintained or contributed to by the County. The County also may, in its discretion and to the extent permitted under applicable law, offset against the employee's Severance Benefits the value of unreturned property and any outstanding loan, debt or other amount the employee owes to the County. The County may recover any overpayment of Severance Benefits made to an employee or an employee's estate under this Policy or, to the extent permitted by applicable law, offset any other overpayment made to the employee against any Severance Benefits or other amount the County owes the employee or the employee's estate.

H. Re-employment and Other Employment. In the event an employee who has been impacted by job elimination is re-employed by the County prior to the commencement of or within the period during which the Severance Benefits are paid, the payment of any Severance Benefits payable with respect to the prior termination immediately will cease and such Severance Benefits will no longer be payable under this Policy. In the event that Severance Pay was paid in a lump sum, such an employee must repay any Severance Pay that was attributable to the post-rehire severance period. Provisions of this policy section shall be part of any release under E. above.

I. Bridge of Service. Employees who are re-employed by the County after their Termination Date will not, for purposes of determining the number of months of Severance Benefits to which they may be entitled in connection with any future Termination, receive credit for the Years of Service they accumulated on or before their prior Termination Date.

J. Funding. This Severance Policy is not funded, and payment of benefits hereunder is made from available funds of the County after review and determination by the County Administrator/Chief Financial Officer that sufficient funding exists within the cost center where the employee is employed or within the fund of the cost center including each Court and its respective cost centers individually or in aggregate.

K. Miscellaneous. No employee vests in any entitlement or eligibility to benefits under this Policy until he or she has satisfied all requirements for eligibility specified in the Policy, his or her employment has Terminated under eligible conditions, and the County Administrator/Chief Financial Officer has determined that the employee is entitled to benefits under the Policy. No interest accrues on any Severance Benefit to which an employee may be entitled under this Policy. Employees cannot assign or pledge any Severance Benefits that they are eligible for under this Policy. Subject to state and federal law, no creditor may attach or garnish any employee's Severance Benefits.

L. Changing or Ending the Policy. The County Board of Commissioners reserves the right to amend or terminate this Policy at any time and for any reason, without retroactive effect.

Definitions. For purposes of this policy only, the terms set forth below shall be defined as indicated.

- Comparable Position is an employment position with the County of Monroe, an elected official's office or Court, which as a whole, provides substantially the same level of compensation and fringe benefits, as determined by the County in its sole discretion. A Comparable Position does not have to provide an identical level of compensation and fringe benefits and does not have to be identical or even similar to the employee's previous position with the County (or result in the employee performing identical or even similar job responsibilities).

- County shall include the Board of Commissioners and all Chief Judges and other elected officials of Monroe County.

- Misconduct is determined by the County in its sole discretion and includes any actions contrary to or in violation of the County's policies, procedures, mission, values, or work rules, including but not limited to the following:

    - ♦ Theft, dishonesty or other irregularities impacting the County, such as the falsification of any County records including payroll and lying during an investigation.

    - ♦ Damage, loss or destruction of County, employee, resident, or customer property due to negligent or intentional acts.

    - ♦ Unauthorized removal from County premises or use of property belonging to the County without the appropriate level of approval.

    - ♦ Substance abuse on the premises or being under the influence of intoxicants that may negatively impact work performance.

    - ♦ Disruptive behavior or harassment of co-workers including, but not limited to, unwillingness or inability to work in harmony with others, discourtesy or conduct inappropriate to the County's work environment.

    - ♦ Fighting, gambling, disorderly conduct or misconduct, physical or verbal aggression (including, but not limited to, using profane, obscene or abusive language; threatening, intimidating, harassing or coercing others; or carrying weapons while on County premises or at County sponsored functions).

    - ♦ Engaging in any activity inconsistent with the County's stated compliance with state, federal, and other laws governing the conduct of County business.

    - ♦ Conduct which reflects discredit on the individual as an employee of the County.

- Regular Base Pay is the employee's current weekly rate of base compensation paid on each regularly scheduled payday for the employee's regular work schedule as of his or her Termination Date and is calculated to include any before-tax contributions that are deducted for County benefit plans. Regular base pay does not include premium pay, such as shift differential and overtime, taxable or nontaxable fringe benefits or awards, vacation, performance awards, bonus, commission or other incentive pay, or any payments which are not made on each regular payday, regardless of how such payments may be characterized.

- Severance Benefits are Severance Pay and any COBRA continuation benefits payable to an eligible employee pursuant to this Severance Policy.

- Severance Pay is the amount of severance pay payable to an eligible employee pursuant to Section D of this policy.

- Termination whenever used in this policy with respect to employment, shall mean separation of employment with the County of Monroe, an elected official's office of the County or Court.

- Termination Date is the date on which the employee's employment with the County terminates for a reason set forth under Section B above.

- Years of Service are, subject to Section G of this policy, the number of full years of uninterrupted service as a regular full-time employee from such employee's most recent date of hire up to his or her Termination Date. Partial years of service are not taken into account for purposes of this Policy. Years of Service also includes time spent on County-approved leave of absence, provided that no more than one (1) cumulative Year of Service will be credited for such leave of absence. Notwithstanding anything in this Policy to the contrary, any otherwise eligible employee whose anniversary of employment date occurs no later than sixty (60) days after Termination Date shall be credited with one additional Year of Service.

Policy Compliance:

Responsibility. This policy shall be administered by the County Administrator/Chief Financial Officer who shall have the absolute discretion and exclusive right to interpret, construe and administer the policy and to make final determinations on all questions arising under the policy, including but not limited to, questions concerning eligibility for, the amount of and receipt of policy benefits. Severance Benefits under this policy shall be paid only if the County Administrator/Chief Financial Officer determines in his or her absolute discretion that the employee is entitled to them. All decisions of the County will be conclusive, final and binding upon the parties.

Administrative Procedure.

- Prior to terminating an employee, the responsible elected official or department head shall initially consult with the County's Human Resources Director to (i) discuss the contemplated action, (ii) identify the parties to be consulted, (iii) determine the potential pay or benefits to which the employee may be entitled, and (iv clarify the process to be pursued to effect a timely separation.

- Where appropriate, the Human Resources Director and the responsible elected official or department head shall consult with the County Administrator/Chief Financial Officer and the County's Labor Counsel to matters that may be appropriate under this policy, including preparation of a Separation Agreement, and other issues that arise pertaining to the employee's termination and applicable severance.

Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe County Board of Commissioners, dated March 9, 1999.

Revised pursuant to action of the Monroe County Board of Commissioners, dated September 8, 2008 and November 1, 2022.

Marked-up Copy

Section Name: Employee Relations Effective Date: March 9, 1999
Section Number: 400 ~~Date of Previous Revision: September 9, 2008~~
Policy Number: 423 **Date of Revision: November 1, 2022**
~~Page: 1 of 3~~

Subject: Separation of Employment

Purpose. The purpose of this policy is to provide guidelines for the fair and consistent treatment of an employee when separation of employment is necessary **to serve** ~~in~~ the best interest of the County **of Monroe** and Monroe County Courts in order to achieve organizational goals. Goals include managing risks **of litigation and operational disruptions** associated with employment relations**,** and through amicable resolution all parties may agree that separation is the best outcome.

This policy outlines the framework and principles for implementation of the separation and/or termination of an employee by the County, its ~~employee,~~ elected officials**,** -and **Chief** Judges of the Monroe County Courts.

This policy provides for temporary pay and/or benefits to eligible employees whose employment is involuntarily terminated.

Scope:
This Policy applies solely to individuals who are eligible employees with the exclusion of all elected officials of Monroe County and elected judiciary officials.

Statement of Policy.

This policy is not intended to create a vested entitlement to employees; nor is this policy intended to provide compensation or benefits to employees who are offered a comparable position of employment with the County of Monroe, or to provide compensation or benefits to employees who are terminated for a non-eligible termination reason.

Employment with the County of Monroe is not for any definite term and may be terminated at any time with or without cause and without advance notice. At all times the policy shall be consistent with all separately provided collective bargaining or employment agreements and the policy may supplement the provisions within collective bargaining agreements. ~~and comply with all labor laws of the State of Michigan and Federal Government.~~

An employee may be separated from employment upon determination of the supervising employee, elected official **or**~~and~~ court official. ~~The separation may result from performance issues, lack of responsiveness to job duties and other actions that result in a determination by the employer that separation is warranted.~~

A. Eligibility. Except as provided below, all employees of Monroe County, except elected officials including elected judiciary officials are eligible to receive Severance Benefits according to the terms of this Policy if their employment is terminated after the Effective Date of this Policy for any reason set forth in

Section B below. Generally, any employee who is determined by the County to have failed to meet performance or conduct standards at the time of job elimination or employment separation ("Non-Performing Employee") shall not be eligible for benefits under this Policy. However, the County Administrator/Chief Financial Officer may decide to make a Non-Performing Employee eligible for benefits under this Policy by taking into consideration: (1) length of service with the County; (2) whether the Non-Performing Employee would have been likely to improve his/her performance; (3) personal circumstances of the Non-Performing Employee; and (4) any other criteria the County Administrator/Chief Financial Officer determines to use in his or her sole and absolute discretion upon consultation with the Human Resources Director, Labor Counsel and the highest ranking department/office official of the Non-Performing Employee.

B. <u>Eligible Termination Reasons</u>. Eligible termination reasons include:

- **Involuntary Termination of employment with the County as a direct result of position elimination or reduction in force provided the employee is not offered a Comparable Position with the County.**
- **Any other Termination of employment the County Administrator/Chief Financial Officer determines should result in the payment of Severance Benefits under this Policy.**

C. <u>Non-Eligible Termination Reasons</u>. A non-eligible termination reason is any reason for Termination that is not considered an Eligible Termination Reason as described in Section B. above. Examples of reasons for Termination that generally may **be regarded as non-eligible termination reasons include, without limitation, the following:**

- **Voluntary resignation, including job abandonment or constructive termination.**
- **Termination of employment if the employee is offered a Comparable Position with any Court or an elected official's office of the County of Monroe (without regard to whether such employment is in a Comparable Position).**
- **Misconduct as defined for purposes of this Policy.**
- **Excessive absenteeism or lateness.**
- **Failure to report to work or to return from a leave of absence beyond the approved leave period.**
- **Return from an unprotected leave of absence and no position is available.**
- **Death or retirement.**

- **Failure to meet performance standards or management's loss of confidence or trust in the employee.**

- **Transfer to a position of employment that is not eligible for Severance Benefits under this policy.**

D. <u>Severance Pay and COBRA Continuation Benefits</u>. Severance pay under this policy **shall be paid in an amount approved by the County Administrator/Chief Financial Officer. Using the following as a guide, severance pay may be calculated using one week's regular base pay for each complete year of service to the County, computed from the employee's last date of hire.**

The County Administrator/Chief Financial Officer may also approve payment of an amount to an eligible employee's coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period not to exceed a period corresponding to the number of weeks' severance pay the employee is paid, rounded up to the end of a month. In order to receive the COBRA benefits herein provided, the employee must timely elect COBRA coverage. During the severance period, the employee will pay the employee rate that would have been otherwise paid during regular employment. Following the severance period, the employee will be required to pay the full COBRA rate. Employees receiving payments of Severance Pay are not eligible to continue contributions to the County's retirement plans or deferred compensation program and the payment will not qualify to earn additional service time for retirement.

The County will deduct all taxes or other withholdings that are required by law to be withheld from Severance Benefits.

E. <u>Requirement of Release</u>. Payment of Severance Benefits is conditioned upon the employee timely signing an agreement and release (in a form satisfactory to the County Administrator/Chief Financial Officer) which will include such restrictive covenants as the County Administrator/Chief Financial Officer deems appropriate and a comprehensive release of all claims, including but not limited to, all employment-related claims. Payment of Severance Benefits will commence no sooner than eight (8) days following the Employee's execution of the agreement and release. In no event, will payment commence later than 31 days after separation from service if a waiver is requested from an individual or later than 55 days after separation from service if a waiver is requested in connection with an exit incentive or other employment termination program offered to a group or class of employees.

If an employee's employment is Terminated for a reason covered under Section B but the employee dies prior to executing an agreement and release, his or her estate or representative may not execute an agreement and release and no Severance Benefits will be paid under this Policy.

F. **Method of Payment.** Severance Pay will be paid in installments throughout the severance period set forth in Section D in accordance with the County's regular payroll schedule.

G. **Offsets.** Severance Benefits payable under this Policy will be offset by any other severance, termination, or similar benefits the County provides, including but not limited to any amounts paid under any employment agreement or other individual contractual arrangement. Severance Benefits payable under this Policy also will be offset by any amounts received by the employee during the severance period pursuant to short-term or long-term disability plans or financial support maintained or contributed to by the County. The County also may, in its discretion and to the extent permitted under applicable law, offset against the employee's Severance Benefits the value of unreturned property and any outstanding loan, debt or other amount the employee owes to the County. The County may recover any overpayment of Severance Benefits made to an employee or an employee's estate under this Policy or, to the extent permitted by applicable law, offset any other overpayment made to the employee against any Severance Benefits or other amount the County owes the employee or the employee's estate.

H. **Re-employment and Other Employment.** In the event an employee who has been impacted by job elimination is re-employed by the County prior to the commencement of or within the period during which the Severance Benefits are paid, the payment of any Severance Benefits payable with respect[WU1] to the prior termination immediately will cease and such Severance Benefits will no longer be payable under this Policy. In the event that Severance Pay was paid in a lump sum, such employee must repay any Severance Pay that was attributable to the post-rehire severance period. Provisions of this policy section shall be part of any release under 2.E. above.

Subject to Section D of this policy, if an employee obtains employment with another employer other than the County or Courts while receiving Severance Benefits, the employee will continue to receive any remaining Severance Pay in installments in accordance with the County's regular payroll schedule (or, at the discretion of the County Administrator/Chief Financial Officer to continue to receive any such remaining Severance Pay in a lump sum).

I. **Bridge of Service.** Employees who are re-employed by the County after their Termination Date will not, for purposes of determining the number of months of Severance Benefits to which they may be entitled in connection with any future Termination, receive credit for the Years of Service they accumulated on or before their prior Termination Date.

J. **Funding.** This Severance Policy is not funded, and payment of benefits hereunder is made from available funds of the County after review and determination by the County Administrator/Chief Financial Officer that sufficient funding exists within the cost center where the employee is employed or within the fund of the cost center including each Court and its respective cost centers individually or in aggregate.

K. **Miscellaneous. No employee vests in any entitlement or eligibility to benefits under this Policy until he or she has satisfied all requirements for eligibility specified in the Policy, his or her employment has Terminated under eligible conditions, and the County Administrator/Chief Financial Officer has determined that the employee is entitled to benefits under the Policy. No interest accrues on any Severance Benefit to which an employee may be entitled under this Policy. Employees cannot assign or pledge any Severance Benefits that they are eligible for under this Policy. Subject to state and federal law, no creditor may attach or garnish any employee's Severance Benefits.**

~~E.~~L. **Changing or Ending the Policy. The County Board of Commissioners reserves the right to amend or terminate this Policy at any time and for any reason, without retroactive effect**

Definitions. For purposes of this policy only, the terms set forth below shall be defined as indicated.

- **Comparable Position is an employment position with the County of Monroe, an elected official's office or Court, which as a whole, provides substantially the same level of compensation and fringe benefits, as determined by the County in its sole discretion. A Comparable Position does not have to provide an identical level of compensation and fringe benefits and does not have to be identical or even similar to the employee's previous position with the County (or result in the employee performing identical or even similar job responsibilities).**

- **County shall include the Board of Commissioners and all Chief Judges and other elected officials of Monroe County.**

- **Misconduct is determined by the County in its sole discretion and includes any actions contrary to or in violation of the County's policies, procedures, mission, values, or work rules, including but not limited to the following:**

  - ♦ **Theft, dishonesty or other irregularities impacting the County, such as the falsification of any County records including payroll and lying during an investigation.**

  - ♦ **Damage, loss or destruction of County, employee, resident, or customer property due to negligent or intentional acts.**

  - ♦ **Unauthorized removal from County premises or use of property belonging to the County without the appropriate level of approval.**

  - ♦ **Substance abuse on the premises or being under the influence of intoxicants that may negatively impact work performance.**

  - ♦ **Disruptive behavior or harassment of co-workers including, but not limited to, unwillingness or inability to work in harmony with others, discourtesy or conduct inappropriate to the County's work environment.**

- ♦ **Fighting, gambling, disorderly conduct or misconduct, physical or verbal aggression (including, but not limited to, using profane, obscene or abusive language; threatening, intimidating, harassing or coercing others; or carrying weapons while on County premises or at County sponsored functions).**

- ♦ **Engaging in any activity inconsistent with the County's stated compliance with state, federal, and other laws governing the conduct of County business.**

- ♦ **Conduct which reflects discredit on the individual as an employee of the County.**

- **<u>Regular Base Pay</u> is the employee's current weekly rate of base compensation paid on each regularly scheduled payday for the employee's regular work schedule as of his or her Termination Date and is calculated to include any before-tax contributions that are deducted for County benefit plans. Regular base pay does not include premium pay, such as shift differential and overtime, taxable or nontaxable fringe benefits or awards, vacation, performance awards, bonus, commission or other incentive pay, or any payments which are not made on each regular payday, regardless of how such payments may be characterized.**

- **<u>Severance Benefits</u> are Severance Pay and any COBRA continuation benefits payable to an eligible employee pursuant to this Severance Policy.**

- **<u>Severance Pay</u> is the amount of severance pay payable to an eligible employee pursuant to Section D of this policy.**

- **<u>Termination</u> whenever used in this policy with respect to employment, shall mean separation of employment with the County of Monroe, an elected official's office of the County or Court.**

- **<u>Termination Date</u> is the date on which the employee's employment with the County terminates for a reason set forth under Section B.**

- **<u>Years of Service</u> are, subject to Section G of this policy, the number of full years of uninterrupted service as a regular full-time employee from such employee's most recent date of hire up to his or her Termination Date. Partial years of service are not taken into account for purposes of this Policy. Years of Service also includes time spent on County-approved leave of absence, provided that no more than one (1) cumulative Year of Service will be credited for such leave of absence. Notwithstanding anything in this Policy to the contrary, any otherwise eligible employee whose anniversary of employment date occurs no later than sixty (60) days after Termination Date shall be credited with one additional Year of Service.**

~~**<u>Application</u>. This Policy applies solely to individuals who are eligible employees with the exclusion of all elected officials of Monroe County and elected judiciary officials.**~~Moved to scope.

<u>Policy Compliance:</u>

Responsibility. **This policy shall be administered by the County Administrator/Chief Financial Officer who shall have the absolute discretion and exclusive right to interpret, construe and administer the policy and to make final determinations on all questions arising under the policy, including but not limited to, questions concerning eligibility for, the amount of and receipt of policy benefits. Severance Benefits under this policy shall be paid only if the County Administrator/Chief Financial Officer determines in his or her absolute discretion that the employee is entitled to them. All decisions of the County will be conclusive, final and binding upon the parties.**

Administrative Procedure.

- **Prior to terminating an employee, the responsible elected official or department head shall initially consult with the County's Human Resources Director to (i) discuss the contemplated action, (ii) identify the parties to be consulted, (iii) determine the potential pay or benefits to which the employee may be entitled, and (iv clarify the process to be pursued to effect a timely separation.**

- **Where appropriate, the Human Resources Director and the responsible elected official or department head shall consult with the County Administrator/Chie Financial Officer and the County's Labor Counsel to matters that may be appropriate under this policy, including preparation of a Separation Agreement, and other issues that arise pertaining to the employee's termination and applicable severance.**

Legislative History of Authority for Creation or Revision. **Adopted pursuant to action of the Monroe County Board of Commissioners, dated March 9, 1999.**

Revised pursuant to action of the Monroe County Board of Commissioners, dated September 8, 2008 and November 1, 2022.

~~Elected Officials and Judges shall have complete and absolute authority to hire, discipline and terminate employees within their respective areas of responsibility, with or without cause. Consultation with the County Human Resources Director and advice and consent from County Labor Counsel as to the actions to be taken is strongly encouraged. Department Heads are required to seek such consultation prior to finalizing action to terminate an employee. The County is ultimately financially responsible for all employment decisions and its goal is to implement sound risk management practices in employment matters. .~~

~~**3. Definitions.**~~

~~**A. For purposes of this policy only, the term "severance payment" shall include any severance pay, provided as a condition of entering into a separation agreement and release of claims between the separated employee and the County or Court. Severance pay is defined as the payment or consideration for the employee executing a settlement agreement and release of claims. It is not amounts owed to an employee for unused leave time that the employee is eligible to receive at the time of separation. Severance may include the provision of benefit coverage that extends beyond active employment by the separated employee. Any severance payment shall be negotiated by the County Labor Counsel and the**~~

~~County Human Resources Director and the County Administrator/Chief Financial Officer in the best interests of the County., and The severance payment shall be a provision of a separation agreement and settlement that is mutually agreed to by the involved Department Head, Elected Official, or Judge, and approved by the employee's representative , if applicable.~~

~~B.~~

~~B. For , S________________approved by the County Board of Commissioners.~~

~~4. Application. This policy shall apply to all departments and offices of Monroe County Government and as applicable to the Monroe County Courts.~~

~~5. Responsibility. The County Administrator/Chief Financial Officer and the Human Resources Director shall be responsible for implementing and overseeing this policy.~~

~~6. Administrative Procedure.~~

~~6.1 Resignation. An employee desiring to resign should submit a resignation in writing to the Department Head. Resignations should be submitted at least two weeks before the final workday.~~

~~6.2 Retirement. An employee desiring to retire should submit a written application for retirement to the Retirement Board not less than thirty (30) days prior to the date of retirement.~~

~~6.3 Termination. An employee who is terminated involuntarily by a Department Head, Elected Official or Judge, may at the discretion of a Department Head, Elected Official or Judge be offered a settlement agreement, with or without severance pay. In order to obtain severance pay the employee must be a regular, full-time employee, must have completed his or her probationary period, and in exchange for receipt of severance pay must execute a severance agreement that includes a complete release of all claims against the County from any future litigation and/or administrative claims perceived or threatened by the terminated employee.~~

~~Prior to entering into any type of severance agreement with a terminated employee, the Department Head, Elected Official or Judge shall first consult with the County Administrator/Chief Financial Officer, County Human Resources Director, and the County Labor Counsel to insure that all potential liability to the County of Monroe is eliminated, avoided or minimized.~~

~~All severance payments made to an employee shall not exceed the budgetary appropriations contained within the departmental or office budget allocated by the Board of Commissioners. All severance payments shall be subject to review and approval by the County Administrator/Chief Financial Officer to ensure the departmental or budget office has the full unencumbered amount to make the severance payment.~~

~~The amount of any severance[MB2] pay for which an employee may be offered, shall be negotiated by the County Labor Counsel, and the County Human Resources Director, and the County Administrator/Chief Financial Officer, and the involved Department Head, Elected Official or Judge, to be in the best interests of the County. In negotiating any severance pay, the County maytake into consideration the number of full, continuous (excluding partial) years of service, the average weekly salary (excluding benefits and overtime) and the employee's overall performance and incident or actions/inactions that led~~

~~to the employment separation decision. These factors are a guide and do not entitle an employee to severance pay.~~

~~All severance agreements involving a severance payment that exceeds $2,000.00 shall be approved by the County Board of Commissioners before being entered into by the County.~~

~~Employees whose separation from employment occurs by voluntary termination, or who are terminated for misconduct or poor performance of any type (as determined by the County), shall not be offered any severance pay under this policy, unless the County deems it to be in the best interests of the County~~[MB3]~~.~~

~~Temporary employees are not eligible for severance pay. A regular part-time employee may be offered severance pay, but only if the County deems it to be in the best interests of the County.~~

~~7.~~ Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe County Board of Commissioners, dated March 9, 1999.

Revised pursuant to action of the Monroe County Board of Commissioners, dated September 9, 2008.

Revised pursuant to action of the Monroe County Board of Commissioners, dated ______________________________, 2020.

~~WTG/blc~~
~~COUNTY\separation of employment2020~~

Section Name: Employee Relations
Section Number: 400
Policy Number: 423

Effective Date: March 9, 1999
Date of Revision: September 9, 2008

Subject: Separation of Employment

1. Purpose. The purpose of this policy is to identify circumstances that may result in an employee's separation from employment with the County and to outline the procedures for implementation of the separation and/or termination of an employee by County Department Heads, Elected Officials and Judges of the Monroe County Courts.

2. Statement of Policy.

Employment with the County of Monroe is not for any definite term and may be terminated at any time with or without cause and without advance notice.

An employee may be separated from employment for any one or more of the following reasons, or for other reasons, recognizing that the following list is not all inclusive :

(a) The employee quits or resigns.
(b) The employee retires or is retired under the County Retirement Plan.
(c) The employee is discharged or terminated.
(d) The employee dies.
(e) The employee makes a false statement on an application of employment, provides false information on any County document, or gives a false reason to obtain a leave of absence.

(f) The employee is absent for three (3) consecutive work days without notifying the Department Head.
(g) The employee fails to report for work upon termination of a leave of absence.
(h) The employee fails to report for work as directed in a notice of recall from layoff.
(i) The employee is laid-off for a period of twelve (12) consecutive months.
(j) The employee engages in gainful employment while on an authorized leave of absence.

The employee is on a medical leave of absence for a period of more than two (2) years.

2.3 Department Heads, Elected Officials and Judges shall have complete and absolute authority to hire, discipline and terminate employees within their respective areas of responsibility, with or with-out cause, subject to the procedures outlined within this policy.

3. Definitions. For purposes of this policy only, the term “severance pay” shall include amounts paid to a separated and/or terminated employee as part of a settlement agreement.

4. Application. This policy shall apply to all departments and administrative units of Monroe County Government.

5. Responsibility. The County Administrator/Chief Financial Officer and the Human Resources Director shall be responsible for implementing and overseeing this policy.

6. Administrative Procedure.

6.1 Resignation. An employee desiring to resign should submit a resignation in writing to the Department Head. Resignations should be submitted at least two weeks before the final workday.

6.2 Retirement. An employee desiring to retire should submit a written application for retirement to the Retirement Board not less than thirty (30) days prior to the date of retirement.

6.3 Termination. An employee who is terminated involuntarily by a Department Head, Elected Official or Judge, may at the discretion of a Department Head, Elected Official or Judge be offered a settlement (severance pay). In order to obtain severance pay the employee must be a regular, full-time non-union employee, must have completed their probationary period, and in exchange for receipt of severance pay must execute a complete release of all claims against the county from any future litigation and/or administrative claims perceived or threatened by the terminated employee.

Prior to entering into any type of release and settlement agreement with a terminated employee, the Department Head, Elected Official or Judge shall first consult with the County Administrator/Chief Financial Officer, County Legal Advisor and the County Labor Attorney to insure that all potential liability to the County of Monroe is eliminated, avoided or minimized.

The amount of severance for which an employee may be eligible, may be computed by taking the number of full, continuous (excluding partial) years of service times the average weekly salary (excluding benefits and overtime). This is a guide only and does not entitle a separated and/or terminated employee to severance pay.

All severance payments made to an employee shall be at the sole discretion of the Department Head, Elected Official or Judge, and shall not exceed the budgetary appropriations contained within the budgetary allotments allocated by the Board of Commissioners. All final settlement offers shall be subject to review and approval by the County Administrator/Chief Financial Officer.

Any release and settlement agreement proposed by a Department Head, Elected Official or Judge requiring the payment of a sum that exceeds the budgetary allotment allocated by the Board of Commissioners shall be subject to Board of Commissioners authorization to increase the budgetary allotment. The Board of Commissioners authority in this regard shall be budgetary only in recognition of the established policy that Department Heads, Elected Officials and Judges shall have complete and absolute authority to hire, discipline and terminate employees within their respective areas of responsibility. Notwithstanding anything herein to the contrary, in all situations involving the payment of severance to a separated and/or terminated employee, whether the amount proposed to be paid exceeds the budgetary allotment of the Department Head, Elected Official or Judge, the Monroe County Board of Commissioners shall be kept fully informed of the separation and/or termination process set forth in this policy.

Employees whose separation from employment occurs by voluntary termination, or who are terminated for misconduct or poor performance of any type (as determined by the County), shall not be eligible for any severance pay under this policy.

Temporary employees are also not eligible for severance pay. A regular part-time employee who is eligible for severance pay may receive pro-rated severance pay based on their regularly scheduled hours.

7. Legislative History of Authority for Creation or Revision.

Adopted pursuant to action of the Monroe County Board of Commissioners, dated March 9, 1999.

Revised pursuant to action of the Monroe County Board of Commissioners, dated September 9, 2008.

PDG/blc
COUNTY\separation of employment