

BARAGA COUNTY BOARD OF COMMISSIONERS

Regular Meeting

Monday, August 12, 2024-5:00 P.M.

16 N. Third Street, L'Anse, MI 49946

PROPOSED AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL**
Chairman Eilola, Vice-Chairman Dakota, Commissioner Kent, Commissioner Menge,
and Commissioner Cichosz
2. **APPROVE AGENDA**
3. **APPROVAL OF MINUTES**
Regular Meeting, July 8, 2024
4. **PUBLIC COMMENTS- Agenda Items Only**
5. **TREASURER'S REPORT- INFORMATION ONLY – NO MOTION REQUIRED**
6. **APPROVAL OF BILLS**
 - a. BCMH Trustee Per Diem- \$990.00 (July 2024)
 - b. Approval of County Commissioner and Dept. Bills, \$65,759.60
 - c. Approval of Prepaid Accounts, \$439,603.57
 - d. Approval of Sheriff Dept. Commissary Checking Account, \$6,871.44
7. **UNFINISHED BUSINESS**
Veterans' Affairs Committee, KBIC appointment
8. **ACTION ITEMS**
 - a. Materials Management Plan, Committee Member appointment
 - b. Baraga County Historical Society
 - c. Sheriff, recognition, update on driveway, software
 - d. BC EDC, appointment
 - e. Indigent Defense 2024/2025 Contract
 - f. Michigan WORKS!, sublease request
 - g. Equalization Dept., Interlocal Agreement – Opt Out (Designated Assessor)
 - h. District Court, increase in wage request
9. **REPORTS OF STANDING COMMITTEES**
10. **INFORMATIONAL ITEMS**
 - a. BCMH Board of Trustees, Minutes
11. **RESOLUTIONS**
 - a.
12. **COMMISSIONERS COMMENTS**
13. **PUBLIC COMMENTS**
14. **ADJOURNMENT**



Board of Trustee Meeting Attendance - July 2024

Monthly Stipend:

Shirley Younggren	\$100.00
Jim Loman	\$100.00
Carole LaPointe	\$100.00
Cathy Wadaga	\$100.00
Jayne Walbridge	\$100.00
Kate Beer	\$ 0.00
Burt Mason	\$100.00

Board Briefing of 07-11-2024:

Shirley Younggren	\$30.00
Jim Loman	\$30.00
Carole LaPointe <i>(online)</i>	\$30.00
Cathy Wadaga	\$30.00
Jayne Walbridge	\$30.00
Kate Beer	\$30.00
Burt Mason	\$30.00

Med Control Authority Mtg: none

Shirley Younggren	\$ 0.00
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Regular Board Meeting of 07-16-24:

Shirley Younggren	\$30.00
Jim Loman <i>(online)</i>	\$30.00
Carole LaPointe	\$30.00
Cathy Wadaga	\$30.00
Kate Beer	\$ 0.00
Jayne Walbridge	\$30.00
Burt Mason	\$30.00

GL Number	GL Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount Check
Check <None>						
101-101-807.00	LEGAL FEES	CLARK HILL P.L.C.	BCBOC: J0040 422794 JUNE 2024 CALK	Multiple	08/15/24	2,583.00
101-131-806.00	TRANSCRIPT FEES	LEANN A PULDA	BCCC: TRANSCRIPT 22-11689 FH JULY	256	08/31/24	63.55
101-131-860.00	TRAVEL EXPENSE	LEANN A PULDA	BCCC: RECORDING TRAVEL JULY 2024	Multiple	08/31/24	176.88
101-136-860.00	TRAVEL EXPENSE	DELANEY J ROTSALA	BCDC: RECORDING TRAVEL JULY 2024	Multiple	08/31/24	213.24
101-136-981.00	LAW BOOKS	THOMSON REUTERS - WES	BCDC: 1000382507 CRIMINAL LAWS/RUL	850511658	08/31/24	358.00
101-141-801.00	PROFESSIONAL AND CONTRAC	HOUGHTON COUNTY F.O.C	BC: FOC APRIL 2024	Multiple	08/31/24	2,893.05
101-141-963.00	FRIEND OF THE COURT ALLO	HOUGHTON COUNTY F.O.C	BC: FOC NOVEMBER 2023	Multiple	08/31/24	12,859.93
101-170-960.24	TECHNOLOGY	BARAGA TELEPHONE COMP	BCLLERK: 880-0043 RENEWED SSL CERT	INV-7724	08/31/24	310.00
101-229-728.01	SUPPLIES AND MATERIALS -	BARAGA TELEPHONE COMP	BOPA: DET 27329457 JUNE 2024	Multiple	08/31/24	133.84
101-253-727.00	OPERATING AND OFFICE SUP	STAPLES	BCTRES: DET 27329457 JUNE 2024	6006037463	08/31/24	11.28
101-265-727.01	CLEANING SUPPLIES	HAWAIIA CHEF SUPPLY	BCLLERK: SUPPLIES JULY 2024	60130	08/31/24	240.35
101-265-801.00	PROFESSIONAL AND CONTRAC	JURMU ENGINEERING	BC: BC CTHOUSE STRUCTURAL EVALUATI	B05-24112-02	08/31/24	8,625.00
101-265-921.00	BOTTLED WATER	PEPSI COLA OF HOUGHTO	BC: 00127 INV X 6 JULY 2024 WATER	Multiple	08/31/24	72.00
101-265-930.00	REPAIRS & MAINTENANCE	A+ PEST MANAGEMENT	BC: 2061 CTHOUSE PEST CONTROL 8/5/	64412	08/23/24	40.00
101-265-930.00	REPAIRS & MAINTENANCE	T C ELECTRIC	BCADMIN: LED CONVERSION EST 168	Multiple	08/31/24	4,030.54
101-265-930.00	REPAIRS & MAINTENANCE	TR ELEVATOR	BCCTHOUSE: 22022 84543232 JULY 202	Multiple	08/31/24	1,588.85
101-265-930.00	REPAIRS & MAINTENANCE	WASTE MANAGEMENT SERV	BCCTHOUSE: 3-06503-62000 JULY 2024	Multiple	08/31/24	40.02
101-265-932.00	REPAIR & MAINTENANCE ADM	A+ PEST MANAGEMENT	BC: 2061 ADMIN BLDG PEST CONTROL 8	64447	08/23/24	40.00
101-265-932.00	REPAIR & MAINTENANCE ADM	BIANCO PLUMBING AND H	BCADMIN: LED CONVERSION EST 168	Multiple	08/31/24	104.00
101-265-932.00	REPAIR & MAINTENANCE ADM	T C ELECTRIC	BCSD: 23 DODGE RAM OIL CHANGE JULY	Multiple	08/31/24	3,130.00
101-301-742.00	VEHICLE EXPENSE	LAMBERT'S AUTO SERVIC	BCSD: FUEL JULY 2024	Multiple	08/31/24	284.22
101-301-742.00	VEHICLE EXPENSE	NORTHERN OIL 1, INC.	BCSD: 542 SUPPLIES JULY 2024	826810	08/31/24	2,337.14
101-301-742.00	VEHICLE EXPENSE	SKYTSA'S SUPPLIES FEED	BCSD: HATS/PATCHES JULY 2024	Multiple	08/31/24	2.81
101-301-745.00	UNIFORMS & DRY CLEANING	HOMESTEAD GRAPHICS &	BCSD: TRAVEL LUNCH 7/30/24	24-23	08/31/24	658.00
101-301-860.00	TRAVEL EXPENSE	WILLIAM JONBREAU	BCSD: CERT. OF EXCELLENCE SET UP J	23515	08/31/24	31.27
101-301-955.00	MISCELLANEOUS EXPENSE	HOMESTEAD GRAPHICS &	BCSD: ONLINE RMS DATABASE EXTRACTI	004745-1	08/31/24	3,000.00
101-301-956.00	TECHNICAL ASSISTANCE	COLOSSUS INC	BCSD: 00076 MARINA FUEL JULY 2024	707	08/31/24	100.00
101-331-742.00	VEHICLE EXPENSE	VILLAGE OF BARAGA	BCSD: 2020131 SUPPLIES JULY 2024	4260843	08/31/24	271.96
101-331-832.00	CLEANING & LAUNDRY SUPPL	IMPERIADADE	BCSD: 890011929 MAT X 4	6260237130	08/31/24	55.52
101-331-832.00	CLEANING & LAUNDRY SUPPL	VESTIS	BCSO: SEP-24 ON-SITE MEDICAL SERVI	RINV-001957	08/31/24	5,513.17
101-331-835.03	PRISONERS MEDICAL EXPENS	ADVANCED CORRECTIONAL	BCSD: RZACHG9999 REG MEDS JUNE 202	103911	08/31/24	137.76
101-331-835.03	PRISONERS MEDICAL EXPENS	IHS PHARMACY	BCJAIL: MEALS JUNE 2024	Multiple	08/31/24	2,026.50
101-331-840.00	MEALS	BARAGA CORRECTIONAL F	BCJAIL: 005145701 JULY 2024	Multiple	07/31/24	294.30
101-331-920.03	JAIL UTILITIES	CHARTER COMMUNICAFION	BCJAIL: LABOR DAN LAMPELA	Multiple	08/31/24	65.00
101-331-932.01	GROUPS & BLDG MAINTENAN	BIANCO PLUMBING AND H	BCSD: NEMA 4 MAX LIFTMASTER INSTAL	23585	08/31/24	461.00
101-331-932.01	GROUPS & BLDG MAINTENAN	KEMENAW OVERHEAD DOO	BCSD: 890011929 MAT X 4	Multiple	08/31/24	111.04
101-331-932.01	GROUPS & BLDG MAINTENAN	VESTIS	BCSD: 3-06491-12005 JULY 2024	1547378-0411-7	08/31/24	32.07
101-430-813.00	BOARDING OF ANIMALS	WASTE MANAGEMENT SERV	BCLLERK: ANIMAL IMPOUND JUNE 2024	Multiple	08/31/24	264.00
101-434-730.00	FIRE NUMBER MATERIALS	COPPER COUNTRY HUMANE	BC911: ADDRESS SIGNS X 11 JULY 202	Multiple	08/31/24	390.31
101-600-835.02	HEALTH SERVICES - ASSIST	BARAGA COUNTY MEMORIA	BCME: JUNE 2024 FORENSIC X 4	Multiple	08/31/24	2,578.00
101-600-835.02	HEALTH SERVICES - ASSIST	JACOBSON FUNERAL HOME	BC: TRANSPORT/REMOVAL M BOWMAN 7/2	Multiple	08/31/24	540.00
101-600-835.02	HEALTH SERVICES - ASSIST	UP PATHOLOGY SERVICES	BC: AUTOPSY REPORT K HEMMILA A-08-	Multiple	08/31/24	4,000.00
101-600-960.31	W.U.P.P.D.R.	WESTERN UP PLANNING &	BC: WUPDR CONTRIBUTION FY2023-24	Multiple	08/31/24	2,242.75
101-649-960.15	COPPER COUNTRY MENTAL HE	COPPER COUNTRY MENTAL	BCLLERK: 00090 1/12TH APPROPRIATIO	INV 4000164	08/31/24	2,816.25

Total For Check <None>

65,759.60

Check Date	Check	Vendor Name	Description	Amount
07/11/2024	13383	BARAGA COUNTY TREASURER	BCTREAS: DIST PENAL FINE 7/2023-6/2024	2,000.00
07/11/2024	13384	BARAGA TELEPHONE COMPANY	COUNTY WIDE PHONE BILLING JULY 2024	1,208.89
07/11/2024	13385	BIZSTREAM	BCCCF: YOUTH CENTER JULY 2024	75.00
07/11/2024	13386	ELCOM SYSTEMS	BC911: WK 12623 POWER SUPPLY/ELKIE REPE	1,265.50
07/11/2024	13387	FIDLIAR TECHNOLOGIES, INC	BC: 2601304 LAREDO MAY 2024	717.42
07/11/2024	13388	GREENSTONE INSURANCE COMPANY, LLC	BC: 7/1/24-3/31/25 PREMIUM	632.00
07/11/2024	13389	HEATHER TAPANI	BCPC: TRUANCY/PREVENTION JUNE 2024	510.00
07/11/2024	13390	L'ANSE AREA SCHOOLS	BCTREAS: DIST PENAL FINE \$ 7/2023-6/2024	16,915.77
07/11/2024	13391	L'ANSE SENTINEL	BCTREAS: PUBLIC AUCTION AD 6/26/24	34.55
07/11/2024	13392	MICHIGAN DEPARTMENT OF STATE	BCLERK: NOTARY FOR JUNE 2024	4.00
07/11/2024	13393	STATE OF MI-DEPT OF TREAS-RECEIPTS	BCCD: FEES JUNE 2024	668.00
07/11/2024	13394	STATE OF MICHIGAN	BCROD: FEES JUNE 2024	25,462.50
07/11/2024	13395	STATE OF MI-DEPT OF TREASURY-REMON	BCROD: REMON 2ND QTR 2024 APRIL-JUNE	2,001.52
07/11/2024	13396	STATE OF MICHIGAN	BCDC: FEES FOR JUNE 2024	3,129.00
07/11/2024	13397	STATE OF MICHIGAN	BCPC: FEES FOR JUNE 2024	1,091.00
07/11/2024	13398	STATE OF MICHIGAN	BCSD: LCOT 2ND QTR BOOKING FEE	118.00
07/11/2024	13399	CASH SNB	BC: PETTYCASH JULY 2024	57.50
07/11/2024	13400	VILLAGE OF L'ANSE	BC: ADMIN, CTHOUSE, TAIL 5/15-6/14/24	3,185.39
07/12/2024	13401	U.S. POSTMASTER	BCLERK: POSTAGE	1,836.00
07/17/2024	48(E)	WESTERN MI HEALTH INS POOL TRUST	WMHIP INSURANCE POOL 2024 AUGUST	25,704.35
07/18/2024	13402	BARAGA TELEPHONE COMPANY	BCPA: 44546-1 JULY 2024	56.95
07/18/2024	13403	BRIAN OR MIRANDA KEINZ	BCTREAS: OVERPAYMENT 2023 TAXES	45.00
07/18/2024	13404	CLARK HILL P.L.C.	BCTREAS: 41301 447508 SADDLER V KENT CO	838.00
07/18/2024	13405	JAMES PHILIP DOGOVITTO	BCVA: DVA MEETING 7/11/2024	30.26
07/18/2024	13406	LANCE THOMAS HEIKKINEN	BCVA: DVA MEETING 7/11/2024	35.77
07/18/2024	13407	HOUGHTON COUNTY CONTROLLER	BCID: INDIGENT DEFENSE INMATE #803884	2,000.00
07/18/2024	13408	HOUSE ARREST SERVICES, INC	BCDC: TESTING X 3 JUNE 2024	500.25
07/18/2024	13409	JACOBSON FUNERAL HOME	BCVA: BURIAL EXPENSE MARY CADEAU (SPOUSE	300.00
07/18/2024	13410	LISA MANTILA	BCVA: BURIAL EXPENSE ROLAND CLISCH	300.00
07/18/2024	13411	REDWOOD TOXICOLOGY LABORATORY	BCDC: 303612 ICUP JULY 2024	1,443.75
07/18/2024	13412	REID FUNERAL SERVICE & CHAPEL	BCVA: BURIAL BENEFIT EVELYN TURUNEN (SPO	300.00
07/18/2024	13413	RODNEY LOONSFoot	BCVA: DVA MEETING 7/11/2024	129.75
07/18/2024	13414	STATE OF MICHIGAN	BCSD: 17744 LIVE SCAN X 3 JUNE 2024	780.00
07/18/2024	13415	STATE OF MICHIGAN	BCLERK: 17861 CPL 2 NEW 8 RENEWAL	47.93
07/18/2024	13416	THE OFFICE PLANNING GROUP, INC	BCTHOUSE: 303258 3203-07 KYOCERA	1,293.09
07/18/2024	13417	THOMSON REUTERS - WEST	BCLERK: 1000600496 ONLINE JUNE 2024	520.00
07/18/2024	13418	TITLE CHECK, LLC	BCTREAS: PARCEL ADMIN FEE 2022 TAX FORFE	3,063.00
07/18/2024	13419	TITLE CHECK, LLC	BCTREAS: TITLE SEARCHES 2022 TAX CYCLE	211.70
07/18/2024	13433	AT & T MOBILITY	BCSD: 287314012733 JULY 2024	8,216.00
07/25/2024	13434	BARAGALAND SENIOR CITIZENS	BCTREAS: STATE OF MI TRANSPORTATION	2,098.99
07/25/2024	13435	DELTA DENTAL	BC: 0027630001 EMP. DENTAL INS. AUGUST 2	781.20
07/25/2024	13436	ELCOM SYSTEMS	BCSD: WT 12630 RADIO IN BOAT	540.00
07/25/2024	13437	HOMESTEAD GRAPHICS & DESIGN	BCVA: INVE26583 SUPPLIES	112.50
07/25/2024	13438	HOUGHTON CO PROBATE COURT	BCCCF: ELECTRONIC MONITORING 6/6-6/30/24	300.00
07/25/2024	13439	JACOBSON FUNERAL HOME	BCVA: BURIAL EXPENSE VETERAN J HULKONEN	300.00
07/25/2024	13440	LINDA KINNUNEN	BC: DHS MEETING 7/16/24	33.00
07/25/2024	13441	MUTUAL OF OMAHA	BC: G000BRRJ 0001AUGUST 2024	70.02
07/25/2024	13442	STATE OF MICHIGAN	BC911: 17648 PSAP FY 24 BI-ANNUAL NEGAUN	29,520.00
07/25/2024	13443	VISION SERVICE PLAN	VISION INS: BC 30093187 AUG 2024	405.32
07/25/2024	13444	MUNICIPAL EMPLOYEES' RET SYS	BC: MERS FLAT RATE JULY 2024	12,379.37
08/01/2024	13445	ALIAN & CYNTHIA PETERSON	BCTREAS: 2024 JULY BOARD OF REVIEW REFUN	826.84
08/01/2024	13446	BARAGA COUNTY FEDERAL CREDIT UNION	BC: 0230 6/21-7/21/24	899.01
08/01/2024	13447	BARAGA CO. REGISTAR OF DEEDS	BCTREAS: FILING REDEMPTION CERTIFICATES	540.00
08/01/2024	13448	BARAGA TELEPHONE COMPANY	COUNTY WIDE PHONE BILLING AUG 2024	1,151.33
08/01/2024	13449	HOUGHTON COUNTY CONTROLLER	BC: INDIGENT DEFENSE INMATE #934200 YOUN	1,781.93
08/01/2024	13450	JANA DIANE MATHIEU	BCCC: 21-1640 FH 4/29-6/10/24	894.80
08/01/2024	13450	KTRK & LEROY SADDLER	BCTREAS: 2021-2023 PRE EXEMPTION REFUND	1,179.29

Checks Written 7/1/2024 to 7/31/2024

Printed 8/1/2024 3:01:24 PM

Number	Date	ID	Comment	Amount
2554	7/1/2024		97th District Court Baraga County	\$300.00
2555	7/3/2024		Baraga County Treasurer	\$33.59
2556	7/4/2024		97th District Court Baraga County	\$300.00
2557	7/5/2024		97th District Court Baraga County	\$300.00
2558	7/12/2024		97th District Court Baraga County	\$300.00
2559	7/16/2024		Stellar Services	\$2550.29
2560	7/16/2024		Pats Foods	\$31.96
2561	7/16/2024		Pepsi Cola of Houghton Inc.	\$815.40
2562	7/23/2024	3316	BEVERLY ANN CARDINAL JR.	\$324.82
2563	7/25/2024		Quill LLC	\$79.84
2564	7/25/2024		Quill LLC	\$61.25
2565	7/25/2024		Stellar Services	\$488.75
2566	7/30/2024		Baraga County Treasurer	\$1285.54
				\$6871.44

KEWEENAW BAY INDIAN COMMUNITY

2024 TRIBAL COUNCIL

DOREEN G. BLAKER, President
RODNEY LOONSFOOT, Vice President
SUSAN J. LAFERNIER, Secretary
ELIZABETH "LIZ" JULIO, Assistant Secretary
THEODORE "AUSTIN" AYRES, Treasurer

Keweenaw Bay Tribal Center
16429 Beartown Road
Baraga, Michigan 49908
Phone (906) 353-6623
Fax (906) 353-7540

ROBERT "R.D." CURTIS, JR.
EVERETT EKDAHL, JR.
SUE ELLEN ELMBLAD
DALE F. GOODREAU
HOPE E. LARAMORE
SAM LOONSFOOT
TONI J. MINTON

Baraga County Commissioners,
2 S. Main Street
L'Anse, MI 49946
906-524-6100

Baraga County Commissioners,

On behalf of the Keweenaw Bay Indian Community, I would like to recommend Rodney Loonsfoot and Joseph Eckerberg to represent the KBIC on the Baraga County Veterans' Affairs Committee. Both are well qualified.

Sincerely,



Doreen G. Blaker
KBIC President

Dec. 31, 2027

LAKE SUPERIOR BAND OF CHIPPEWA INDIANS
"Home of the Midnight Two-Step Championship"



July 16, 2024

RE: Baraga County EDC Treasurer Position

To Whom It May Concern:

I am submitting this letter to show my interest in the Treasurer position with the Baraga County EDC. I have served on 2 boards as Treasurer and have 4 years as a credit analyst and 5 years as a commercial loan officer. I would like to put my name into the running for this position.

If you have any questions about this letter, please feel free to contact me at 906-696-2300.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Lutz", is written over the printed name.

Matt Lutz
Commercial Lender
Superior National Bank

**INDIGENT CRIMINAL DEFENSE CONTRACT
BETWEEN HOUGHTON BARAGA AND KEWEENAW COUNTIES
AND THE TRI-COUNTY PUBLIC DEFENDERS, A MICHIGAN NON-PROFIT
CORPORATION (2024/2025)**

This contract is made between TRI-COUNTY PUBLIC DEFENDERS (TCPD); a Michigan non-profit corporation, and the Michigan Counties of Houghton, Baraga, and Keweenaw through their authorized representatives (COUNTIES):

1. Attorney Services:

References to TCPD in this contract include all attorneys hired or subcontracted by TCPD who perform all legal services contained within this contract.

2. Services Covered:

TCPD will provide representation of indigent criminal defendants in the 97th District and 12th Circuit Courts, including the Baraga Maximum Correctional Facility, according to the scope of lawyers' responsibility outlined in MCR 6.005(H) and in conformance with the rules adopted by the Michigan Indigent Defense Commission (MIDC). Representation shall include all matters set forth in Paragraph 4 of this contract, as set forth below.

3. Services Excluded

The following services are excluded from this contract:

- a. Appeals filed in the Michigan Court of Appeals and Michigan Supreme Court, except for interlocutory appeals TCPD deems appropriate;
- b. Appeals to the United States Supreme Court;
- c. Habeas corpus proceedings in the United States District Courts and Court of Appeals.

4. Representation:

TCPD will represent indigent criminal defendants at all stages of criminal proceedings starting at arraignment and continuing until completed. TCPD shall investigate each indigent criminal defendant's case and consult with each indigent criminal defendant throughout the indigent criminal defendant's case. TCPD shall also provide necessary representation of each indigent defendant, including attending line-ups and out-of-court identification procedures, seeking bond modifications, participating in extradition proceedings, negotiating plea bargains and other

matters with prosecuting authorities, interviewing witnesses, preparing for trial, preparing, filing, and arguing motions, seeking counseling for the defendant when appropriate, seeking referrals to appropriate agencies, conducting trials, filing and arguing post-trial motions, defending alleged probation violations, briefing and arguing interlocutory matters in the Michigan Court of Appeals and Michigan Supreme Court and conducting any retrials ordered following an appeal. TCPD'S responsibilities include preparation of all briefs, documents, letters, research and any and all things regarded as adequate representation of the indigent party.

5. Indigent Persons:

An indigent person is defined by and shall be determined to be indigent by the COURT pursuant to MCL 780.991(3) and any amendment to MCL 780.991(3) enacted during the contract, MCR 6.005(3) and any amendment to MCR 6.005(3) enacted during the contract, and all rules and regulations adopted by the MIDC.

6. Conflict of Interest:

If at any time after a referral has been made, TCPD discovers a conflict of interest pursuant to the Michigan Rules of Professional Conduct, TCPD shall promptly notify the Conflict Attorney Manager, Hannah Goodman, who will appoint an attorney from the conflict counsel roster when TCPD is unable to provide representation due to a conflict. Conflict counsel's bills shall be reviewed by the Conflict Attorney Manager, Hannah Goodman, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County) per the budget submitted by TCPD and approved by the MIDC. Conflict counsel's bills for experts and investigators shall be reviewed by the Conflict Attorney Manager, Hannah Goodman, and if approved, shall be paid by the fiduciary of TCPD's plan (Houghton County) per the budget submitted by TCPD and approved by the MIDC

7. Duration:

The minimum duration of this contract shall be from October 1, 2024 through September 30, 2025. This agreement shall not automatically expire on September 30, 2025. On or about October 1, 2025, this agreement shall:

- a. Be renewed after evaluation and any modification by the parties; or,
- b. Be extended for an additional year if no other action is taken; or,
- c. Be terminated as later provided for in this agreement.

8. Payment for Services:

The provisions in this paragraph for payment to TCPD for services are made with reference to the following:

- a. COUNTIES' responsibility for payments to TCPD (through Houghton County, acting as fiduciary for all three COUNTIES) for indigent criminal defense is statutorily limited to the respective "local shares" of the COUNTIES as defined and calculated pursuant to MCL 780.983(I).
- b. The remainder of TCPD'S budget for providing indigent criminal defense is statutorily required to be provided by State of Michigan grants.
- c. TCPD's budget has been approved by MIDC and the Michigan Legislature has appropriated the funds needed to provide the grants to TCPD and other indigent defense providers.
- d. COUNTIES believe that there is no statutory basis for the MIDC to delay providing the State grants to TCPD through the funding unit and that the State grant money should be paid to TCPD through the funding unit in the following manner: one-half up front in October of 2024, and then quarterly payments on April 1, 2025 and July 1, 2025, and likewise in all successive fiscal years.
- e. COUNTIES are unwilling to provide financing to TCPD over and above the local shares to compensate for MIDC's failure to provide the state grant money to TCPD in a manner which will reasonably allow TCPD to begin and continue operations.
- f. COUNTIES are willing, however, to re-visit the timing of payments of local shares if necessary for TCPD to successfully continue operations

TCPD and COUNTIES therefore agree as follows:

- a. COUNTIES' responsibility for payments to TCPD (through Houghton County, acting as fiduciary for all three COUNTIES) for indigent criminal defense shall be limited to the respective local shares of the COUNTIES as defined and calculated pursuant to MCL 780.983(I).
- b. COUNTIES' local shares for the year of this contract will be paid to TCPD (through Houghton County acting as the fiduciary for all three COUNTIES) in the following manner: one-half of COUNTIES' local shares shall be paid in October of 2024, and the remaining one-half of COUNTIES' local shares in April of 2025, and likewise in all successive fiscal years, unless the COUNTIES determine in consultation with TCPD that some or all of the balance of the COUNTIES' local shares should be paid earlier in order to assist TCPD in continuing operations.

TCPD shall not receive compensation in any form from or on behalf of persons represented or for services rendered pursuant to this contract.

9. Costs and Expenses:

TCPD shall pay for all costs, fees, and expenses incurred providing the contract services as well as all overhead costs such as general office, secretarial, staffing, phone, supplies, equipment, and subcontract fees paid to other attorneys.

TCPD shall also be responsible for and pay the following expenses as provided in TCPD'S budget that was reviewed and approved by the MIDC:

- a. Defense witness fees and expenses, including statutory mileage fees for defense witnesses;
- b. Investigative services for defendants and expert witness fees for defendants;
- c. Defense's share of the cost of transcripts of preliminary examinations and other transcripts;
- d. Service of process fees incurred by the defense;
- e. Costs of medical and psychiatric evaluations for the benefit of the defense; and
- f. Travel and lodging expenses incurred while investigating or trying cases or proceedings or training.

10. Malpractice Insurance:

The COUNTIES shall have no liability and shall be indemnified for malpractice claims which may be made by persons represented by TCPD pursuant to the contract. TCPD and all conflict attorneys shall carry malpractice insurance, in an amount approved by the COUNTIES and proof of such insurance shall be provided to the COUNTIES forthwith.

11. Non-Privileged Information:

When appropriate, TCPD shall advise clients serviced by this contract that information regarding their financial circumstances which is probative of determining indigence is not privileged information unless the information is probative of the guilt or innocence of the client in which case the information shall be protected by the lawyer-client privilege.

TCPD have the continuing responsibility to bring to the attention of the Judge who is presiding in the matter any non-privileged information regarding the financial resources of defendants which bears on their eligibility for counsel services under this contract.

12. Record Keeping and Information Access:

The COUNTY shall provide TCPD access to information current and historic regarding indigent defense, if requested.

The COUNTIES shall provide TCPD non-confidential information kept in its normal course regarding indigent representation current and historic and the criminal docket general if necessary.

TCPD shall maintain individual case records in a manner and according to categories as deemed necessary but not unduly burdensome for an effective evaluation and review of the contract.

TCPD may participate in meetings with the COUNTIES, courts, and prosecutors relative to the administration of the criminal justice system in Houghton, Baraga, and Keweenaw Counties relating to matters such as scheduling, local court rules and practices.

No provision contained in this contract shall be deemed to require the COUNTIES to undertake any additional, new or revised record keeping.

13. Notices:

Notices to TCPD regarding this contract shall be made to TRI-COUNTY PUBLIC DEFENDERS, 1221 Schoolhouse Drive, Houghton, Michigan 49931. Notices to Keweenaw County shall be made to the Keweenaw County Clerk, 5095 4th Street, Eagle River, MI 49950. Notices to Houghton County shall be made to the Houghton County Clerk, 401 E. Houghton Avenue, Houghton, MI 49931. Notices to Baraga County shall be made to the Baraga County Clerk, 2 South Main Street, L'Anse, MI 49946.

14. Contract Modifications:

Any modifications of this contract shall be in writing and approved by all parties. There are no parole agreements accompanying this contract.

15. Contract Disputes:

Any contract dispute shall be addressed first to the presiding Judge of the 97th District Court if the dispute is a District Court matter, secondly by the presiding Judge of the 12th Circuit Court if the dispute is a Circuit Court matter, and thirdly by appropriate legal remedies, if necessary. The Judges shall act as mediators; their recommendations shall not be binding on TCPD or the COUNTIES unless agreed to by TCPD and the COUNTIES.

16. Termination of Contract:

Any party may terminate this contract immediately and at any time for good cause, unethical conduct, or a violation of this contract's terms. Any party may terminate the contract without cause by 90 days written notice at any time after this contract has been in effect for six months or more.

All cases assigned prior to termination without cause shall be completed pursuant to the contract without compensation other than that provided for in this contract. All cases assigned to defense counsel prior to October 1, 2024 shall continue with such assigned counsel and the COUNTIES shall compensate assigned counsel on those cases through and to conclusion according to the terms of the appointment policy in effect at the time of appointment.

17. Indigent Defense Commission Deference

This contract is subject to The Michigan Indigent Defense Commission enacting any standards for indigent public defense. This contract is subject to modification based on the Commission's standards and recommendations.

TRI-COUNTY PUBLIC DEFENDERS

By: David M. Gemignani
Chief Public Defender

Dated: _____

HOUGHTON COUNTY

By: Tom Tikkanen, Chairman
Houghton County Board of Commissioners

Dated: _____

Benjamin Larson, Houghton County Controller

Dated: _____

BARAGA COUNTY

By: Gale Eilola, Chairman
Baraga County Board of Commissioners

Dated: _____

KEWEENAW COUNTY

By: Donald Piche, Chairman
Keweenaw County Board of Commissioners

Dated: _____

July 25, 2024

Ms. Wendy Goodreau
Baraga County
2 S. Main Street
L'Anse, MI 49946

Dear Ms. Goodreau:

This letter is regarding the lease agreements between Baraga County and the Upward Talent Council for the leased property located at 2 S. Main Street in L'Anse, MI 49946.

Per Section 1.5 of the lease, "With a prior written approval of Lessor, in Lessor sole direction, Lessee may assign this lease or sublet the premises in whole or in part."

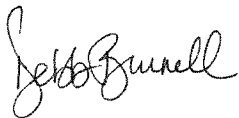
This letter is seeking approval to sublet a desk area of our leased space to a Small Business Development Centers (SBDC) navigator staff. Having a SBDC navigator staff on site at our office will allow for a stronger partnership and coordination of business services.

Should you have any questions, please contact Amy Fleury at afleury@upmichiganworks.org or (906) 629-1533.

If approved, please sign on the line below and return.

Thank you for your consideration.

Sincerely,



Debb Brunell, CEO

Approved By:

Authorized Signatory

Date

Print Name and Title

Interlocal Agreement for Baraga County to Opt Out of a Designated Assessor Effective October 1st 2024

Public Act 12 of 2024 amends the General Property Tax Act to allow a county to opt out of the requirement to appoint a Designated Assessor. Accordingly, the following interlocal agreement (hereinafter "AGREEMENT") has been executed by the Board of Commissioners for Baraga County, a majority of the assessing districts within Baraga County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the "Parties".

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Baraga, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority.

WHEREAS, P.A. 12 of 2024 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County's Designated Assessor, or elects to opt out of appointing an individual as the Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County.

WHEREAS, P.A. 12 of 2024 mandates that if a county decides to opt out of the requirement to appoint a Designated Assessor the State Tax Commission will appoint an individual to serve if an assessing district is not in substantial compliance per Public Act 660 of 2018 (MCL 211.10g).

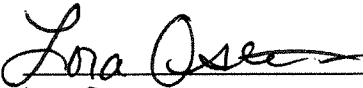
WHEREAS, P.A. 12 of 2024 requires that if a county decides to opt out of the requirement to appoint a Designated Assessor and the State Tax Commission appoints a Designated Assessor to serve if an assessing district is not in substantial compliance the assessing district will be responsible for covering all expenses related to the Designated Assessor appointed to oversee and manage the annual assessment roll.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

Baraga County proposes to opt out of appointing an individual to serve as the Designated Assessor for the following assessing districts within Baraga County: Arvon Township, Baraga Township, Covington Township, L'Anse Township, Spurr Township.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

DESIGNATED ASSESSOR



Lora Osterman
Designated Assessor

7/26/24

Date

COUNTY OF BARAGA

Gail Eilola, District 1
Chairman County Board of Commissioners

Date

Brad Dakota, District 2
County Board of Commissioners

Date

Craig Kent, District 3
County Board of Commissioners

Date

William Menge, District 4
County Board of Commissioners

Date

Chad Cichosz, District 5
County Board of Commissioners

Date

ASSESSING DISTRICTS

Jay Fish,
Arvon Township Supervisor

Date

Amy Isaacson,
Baraga Township Supervisor

Date

Lowella Eskel,
Covington Township Supervisor

Date

Pete Magaraggia,
L'Anse Township Supervisor

Date

Jason Killoran,
Spurr Township Supervisor

Date

MINUTES:

BARAGA COUNTY MEMORIAL HOSPITAL BOARD OF TRUSTEES MEETING

Tuesday, June 18th, 2024 5:00 PM -BCMh Main Conference Room (ABCD)

Present: Cathy Wadaga, Jayne Walbridge, Shirley Younggren, Kate Beer, Jim Loman, Burt Mason (online)

Admin/Guests: Rob Stowe, Gail Jestila, Kelly Engle, Todd Peltola, Thomas VanEss, Gregg Fisher, Sue Ingram, Todd Ingram

Absent: none.

1. **Call to Order** – Beer

Ms. Beer called the meeting to order at 5:00 p.m.

2. **Approval of Consent Agenda **** - All

Motion: Loman, Second: Younggren - All in favor, motion carried.

3. **Approval of Minutes**

- a. Board Briefing of May 16th, 2024*
- b. Closed Session of May 16th, 2024*
- c. Board of Trustees Meeting of May 21st, 2024*

Motion: Loman, Second: Walbridge - All in favor, motion carried

4. **Medical Staff** – Beer

- a. Medical-Dental Staff Meeting Minutes of May 8th, 2024**

Motion: Loman, Second: Younggren - All in favor, motion carried

- b. Medical-Dental Staff Executive & Credentials Committee

- i. Medical Staff Appointments, Reappointments, and Deletions of June 2024** - Belpedio

Motion: LaPointe, Second: Wadaga - All in favor, motion carried

5. **Financial Update** - Jestila

Ms. Jestila reviewed and presented the May 2024 financial statements, highlighting that we had a record month at \$5.18 million which is \$1.1 million higher than last year at the same time.

A motion was made to approve the financial report by Ms. LaPointe and seconded by Ms. Wadaga. All in favor, motion carried.

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

6. Bayside Update - Stowe

Ms. Jestila reviewed and presented the May 2024 financial statements. Bayside Village is currently at 96% occupancy with 56 patients.

Mr. Stowe reported on a civil monetary fine. The board voted last night to proceed with the payment. We will now be able to allow the licensed Bayside Village drivers to drive our Home Care cars, the Senior Life Solutions car, and our bus to transport patients. Ms. Jestila and Mr. Stowe will work on a rate structure. We are hoping to start that by the end of next week.

A motion was made to approve the financial report by Ms. Wadaga and seconded by Ms. LaPointe. All in favor, motion carried.

7. Wound Care Update - Stowe

- a. We will continue to negotiate a contract with a wound vendor over the coming weeks.

8. Provider Recruitment - VanEss

- a. Cardiology updated: We are looking for a mid level provider to help Dr. Vaitkevicius. There is internal interest from a current staff member, and we are exploring options. Additionally, we need to replace an ER provider, who is considering retirement. Our Emergency Department is fully staffed until August. Recently, we spoke with two potential candidates; one who will help PRN, and we had a discussion with the other last week, so we will see where that goes.

9. Ontonagon Update - Stowe

Kelly Engle provided the numbers for the volume of patients coming from Ontonagon, which are included in the packet. A call with the state recently revealed that 80% of the traffic from Ontonagon is coming to us. The volume is higher than anticipated, so we are looking into adjustments to our staffing if this trend continues. Our initial step will be to strengthen the night shift by adding one or two additional nurses.

10. Bus Update - Stowe

The bus is wrapped and is on site. We are having preliminary discussions to see if it would make sense to have weekly transportation to Ontonagon. More updates to come.

11. Hospital Auxiliary - Stowe

We are hosting a Lunch and Learn event tomorrow with the goal of generating interest in joining the hospital auxiliary. Last week, we met with the Baragaland Senior group and received a positive response. Our goal moving forward is to have a functioning auxiliary within the next 30 to 60 days.

12. Press Ganey - Stowe

13. Quality Update –Peltola

We hired a new dietary manager, Dianna Coffey, who previously served as the dietary manager at Ontonagon Hospital. Additionally, we hired a new dietary assistant today.

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

We worked with Pam Dove to revamp our advertisement and are considering posting it in the classifieds as well.

The next phase of the building for the backup generator is scheduled for Thursday evening. Dan will monitor the process to make sure all areas, including the pharmacy, Physician Group, and Healthmart, are functioning correctly. Then we will start working on the final phase.

The leader for housekeeping has been working on redoing the floors in radiology, pharmacy, and the operating room with plans to do the ER next week. A schedule will be established moving forward.

14. Management Update (attached)

- a. CEO Report*: Marketing, Employee Recognition, Home Care and Hospice, Corporate Compliance, Senior Life Solutions, Human Resources, Pharmacy
- b. CFO Report*: Finance, Revenue Cycle, Purchasing, Information Technology, DME
- c. DON Report*: Acute, Emergency, Surgical Services, Ambulatory, Social Services, Utilization Review/Infection Prevention, Education
- d. Director of Provider Services Report*: Physician Group, Telemedicine, Specialty Clinic
- e. Director of Ancillary Services Report*: Imaging, Laboratory, Therapies
- f. Director of Quality Management Report*: Maintenance, Housekeeping, Dietary/Dietician, HIPAA/Risk

15. Other

Ms. Engle shared a letter that was received from a patient's family with the board. The family expressed their extreme satisfaction with the care their parents received while inpatients at BCMH, thanking all of the staff for going above and beyond in their care.

16. Public Comment - none.

17. Next Meeting: Tuesday, July 16th, 2024 5:00pm –BCMH Main Conference Room

18. Adjournment – Beer

Ms. Beer adjourned the meeting at 5:23 p.m.

Motion: Younggren, Second: Beer - All in favor, motion carried.

Respectfully submitted,



Carole LaPointe, Secretary CL/lmb

*Consent Agenda Item **

*Action Item ***

*To be distributed at meeting ****

ABOUT BARAGA COUNTY MEMORIAL HOSPITAL: BCMH is a 15 bed critical access hospital. Founded in 1952, BCMH is a thriving rural healthcare system focused on addressing the needs of community members of Baraga County. Employing over 200 people, BCMH houses a family medicine clinic, walk-in convenient care clinic, specialty clinics, surgical services, 24/7 emergency services, imaging, rehab, laboratory, and social services.

MISSION: BCMH partners with patients to educate, coordinate, treat, and manage the health of the community.

VISION: To improve the well-being of the community.

CORE VALUES: PRACT- Patients First, Respect, Excellence, Accountability, Compassion, Teamwork

ROLE IN THE COMMUNITY: BCMH educates the community, coordinates care, and treats and manages disease.

Consent Agenda Item *

Action Item **

To be distributed at meeting ***