

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
January 15, 2013
7:00pm
County Commission Chambers– 5th Floor, Tower Building

***Mission Statement:** Jackson County Government, in cooperation with the community
and local governmental units, strives through a planned process
to deliver quality services that address public needs.*

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by Carl Rice, Jr*
3. **PLEDGE OF ALLEGIANCE** – *by Representatives from Winning Classroom of Math Makes a Difference Challenge 2 "Don't Be Afraid of Math"*
Tara P. Robinson - 5th Grade Teacher, Northwest Elementary School
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
 - A. **Summit Fire Department, Certificate of Appreciation**

Attachments:
*Certificate
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
 - A. **Road Commission Public Hearing**

Attachments:
*Resolution 01-13.8
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 12-11-12 Regular Meeting of the Jackson County Board of Commissioners

Attachments:
*12-11-12 Regular Meeting Minutes

12. **CONSENT AGENDA (*Roll Call*)**

A. **County Affairs & Agencies** –None.

B. **Human Services**

1. **Health Officer Agreement**

Attachments:

*Staff report

*Agreement

C. **Personnel & Finance**

2. **Amendment to Sprint Wireless Lease**

Attachments:

*Amendment

3. **Budget Adjustments**

Attachments:

*Budget Adjustment

D. **Other Business**

6. **Claims** – December 1-31, 2012

Attachments: None.

13. **STANDING COMMITTEES**

A. **County Affairs & Agencies** – *Commissioner David Elwell* – None.

13. **STANDING COMMITTEES *Continued***

B. **Human Services – *Commissioner Julie Alexander*** –None.

C. **Personnel and Finance – *Commissioner Phil Duckham***

b. **Elected Officials Salaries**

Attachments:

*Clerk/Register of Deeds

*Sheriff

*Drain Commissioner

*Treasurer

*Prosecutor

14. **UNFINISHED BUSINESS**

A. **Road Commission**

Attachments:

*Staff report

*Resolution 01-13.8

15. **NEW BUSINESS** – None.

16. **PUBLIC COMMENTS**

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION**

A. Discuss pending Litigation CTI Towers Inc. v Jackson County Board of Commissioners and Jackson County Sheriff's Office

B. Discuss Written Opinion from County Legal Counsel

19. **ADJOURNMENT**

SUMMIT FIRE DEPARTMENT

CERTIFICATE OF APPRECIATION

**PRESENTED To
Jackson County Board of Commissioners**

This certificate is presented in recognition of your continued support in the training of Summit Fire Department and its firefighters. By allowing Summit, and area firefighters, including teams involved in Region I Urban Search and Rescue who cover nine counties in mid and southern Michigan, to use their skills and equipment in a realistic scenario involving search and rescue at the Riverwalk Plaza Hotel has proven invaluable. Structures like the Hotel are rarely available for such training and require a great deal of preparation. The assistance of the County Administrator and staff helped make the process easier. Thank you for your commitment and support.

Scot Harvey, Deputy Chief

Jim Dunn, Supervisor

January 8, 2013

MICHIGAN

Jackson County Resolution 01-13.8
RESOLUTION DISSOLVING THE BOARD OF THE JACKSON COUNTY ROAD
COMMISSION AND TRANSFERRING ALL OF ITS POWERS, DUTIES AND
FUNCTIONS TO THE JACKSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, Public Acts 14 and 15 of 2012 authorize a county board of commissioners with an appointed board of county road commissioners to transfer the powers, duties, and functions that are provided by law (collectively referred to herein as "powers") for the road commission board to the county board of commissioners by majority vote; and

WHEREAS, the Jackson County Road Commission Board is an appointed board; and

WHEREAS, Section 9 of Public Act 14 of 2012 requires that prior to adopting a resolution transferring the powers of appointed board of the road commission to the county board of commissioners, that two public hearings be held on that issue; and

WHEREAS, the Jackson County Board of Commissioners properly noticed and did on January 4, 2013, and January 15, 2013, hold two public hearings as required by law and has therefore met the statutory prerequisite to taking the action set forth below;

NOW THEREFORE BE IT IS RESOLVED, pursuant to the authority set forth in Public Acts No. 14 and 15 of 2012, that the Jackson County Board of Commissioners hereby transfers the powers, duties, and functions provided by law for the Jackson County Board of Road Commissioners to the Jackson County Board of Commissioners, effective on January 16, 2013;

BE IT FURTHER RESOLVED that effective January 16, 2013, the Jackson County Board of Road Commissioners is dissolved;

BE IT FURTHER RESOLVED that the Jackson County Administrator/Controller is authorized to take all necessary and prudent steps to effectuate and facilitate the dissolution of the Jackson County Board of Road Commissioners and the transfer of its powers, duties, and functions provided by law to the Jackson County Board of Commissioners;

BE IT FURTHER RESOLVED that the Jackson County Board of Commissioners assigns supervision of the Road Commission staff to the County Administrator/Controller or his or her designee;

BE IT FURTHER RESOLVED that the transfer of all the powers, duties, and functions provided by law includes but is not limited to the following assets: real and personal property, furniture, equipment of every type, cash, and investments.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
December 11, 2012
5:00 p.m.
County Commission Chambers– 5th Floor, Tower Building

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by Cliff Herl*
3. **PLEDGE OF ALLEGIANCE** – *by Jackson Area Career Center JROTC*
4. **ROLL CALL** – Chief Deputy Clerk Carrienne VanDusseldorp

(12) Present. Commissioners Herl, Lutchka, Rice, Duckham, Alexander, Videto, Mahoney, Smith, Way, Elwell, and Shotwell

5. **APPROVAL OF AGENDA**

Cmr. Duckham asked that the Veolia Agreement and the 2013 Enterprise Fund Budget be added to the Agenda. Items will be added as 15. C. and 15. D. under New Business.

Moved by Mahoney, supported by Way for Approval of the Agenda as amended.
Motion carried.

6. **AWARDS & RECOGNITIONS**

A. **Holiday Music Presentation by the Jackson Chorale Chamber Choir**

B. **Resolution (12-12.43) Honoring Outgoing Commissioner Clifford Herl**

Moved by Lutchka, supported by Mahoney to Approve Resolution (12-12.43) Honoring Outgoing Commissioner Clifford Herl. Roll Call: (12) Yeas. Motion carried unanimously.

Chairman Shotwell presented the Resolution. A special tribute was given from Representatives Shirkey and Poleski, Senators Richardville and Nofs. A representative from Congressman Walberg's office was present to thank him for his service.

Resolution (12-12.44) Honoring Outgoing Commissioner James Videto

Moved by Lutchka, supported by Duckham to Approve Resolution (12-12.44) Honoring Outgoing Commissioner James Videto. Roll Call: (12) Yeas. Motion carried unanimously.

Chairman Shotwell presented the Resolution. A special tribute was given from Representatives Shirkey and Poleski, Senators Richardville and Nofs. A representative from Congressman Walberg's office was present to thank him for his service.

Resolution (12-12.45) Honoring Outgoing Commissioner Michael Way

Moved by Mahoney, supported by Duckham to Approve Resolution (12-12.45) Honoring Outgoing Commissioner Michael Way. Roll Call: (12) Yeas. Motion carried unanimously.

Chairman Shotwell presented the Resolution. A special tribute was given from Representatives Shirkey and Poleski, Senators Richardville and Nofs. A representative from Congressman Walberg's office was present to thank him for his service.

Resolution (12-12.46) Honoring Outgoing Commissioner Jonathan Williams

Moved by Videto, supported by Duckham to Approve Resolution (12-12.46) Honoring Outgoing Commissioner Jonathan Williams. Roll Call: (12) Yeas. Motion carried unanimously.

Chairman Shotwell presented the Resolution. A special tribute was given from Representatives Shirkey and Poleski, Senators Richardville and Nofs. A representative from Congressman Walberg's office was present to thank him for his service.

Resolution (12-12.47) Honoring Outgoing Commissioner Patricia Smith

Moved by Lutchka, supported by Duckham to Approve Resolution (12-12.47) Honoring Outgoing Commissioner Patricia Smith. Roll Call: (12) Yeas. Motion carried unanimously.

Resolution (12-12.48) Honoring Retiring County Prosecutor Henry Zavislak

Moved by Alexander, supported by Rice to Approve Resolution (12-12.48) Honoring Outgoing Prosecutor Hank Zavislak. Roll Call: (12) Yeas. Motion carried unanimously.

Resolution (12-12.49) Honoring Retiring County Register of Deeds Mindy Reilly

Moved by Mahoney, supported by Way to Approve Resolution (12-12.49) Honoring Outgoing Commissioner Jonathan Williams. Roll Call: (12) Yeas. Motion carried unanimously.

7. **COMMUNICATIONS/PETITIONS** – None.

8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.

9. **PUBLIC COMMENTS**

John Polaczyk thanked the Board for welcoming him and offering him their assistance.

Roger Gaede asked to be appointed to the Parks Board.

Mark Muhich from the Sierra Club and spoke about recycling and its benefits. He also provided the Board with a calendar. *Moved by Elwell, supported by Way to receive.*

10. **SPECIAL MEETINGS OF STANDING COMMITTEES** - None

11. **MINUTES** - Minutes of the 11-20-12 Regular Meeting of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Price to Approve the Minutes of the 11/20/12 Regular Meeting of the Jackson County Board of Commissioners. Motion carried.

12. **CONSENT AGENDA**

Moved by Mahoney, supported by Way for Approval of the Consent Agenda. Roll Call: (12) Yeas. Motion carried unanimously.

A. **County Policy**

1. **Board Rules Policy – 4020 Organizational Meeting**
2. **Board Rules Policy – 4080 Order of Succession**

B. **County Affairs & Agencies**

3. **Reimbursable Agreement AJW-FN-SCA-12-C111 with the FAA for Limited Engineering Due to the Shifting of Runway 6-24 in the Amount of \$70,000**

C. **Human Services**

4. **JCISD Parenting Education Agreement**
5. **Request for Part Time Communicable Disease Nurse**
6. **DEQ Grant Contract for Fiscal Year 2012-2013**

D. Personnel & Finance

7. Retirement Eligibility Change

8. Human Resource Specialist

9. Land Exchange Request

10. Budget Adjustments

a. Parks

b. Finance

E. Other Business

7. Claims – November 1-30, 2012

13. STANDING COMMITTEES

A. County Policy – *Commissioner Dave Elwell* – None.

B. County Affairs & Agencies – *Commissioner Dave Lutchka*

1. Appointments

a. Airport, one public member, term to 12/2014

Commissioner Lutchka stated that the committee recommended Steven Wellman. No other nominations from the floor. Steven Wellman appointed.

b. Department on Aging Advisory Council, eight public members, term to 12/2014

Commissioner Lutchka stated that the committee recommended Diane Derby, Donald Peterson, Sharon Best, Barbara McClure, Howard Griffis, Tina Gross, Michael Butchart, and Teresa Abbey. No other nominations from the floor. Diane Derby, Donald Peterson, Sharon Best, Barbara McClure, Howard Griffis, Tina Gross, Michael Butchart, and Teresa Abbey appointed.

c. District Library, one public member, term to 12/2016

Commissioner Lutchka stated that the committee recommended Heather Albee-Scott. No other nominations from the floor. Heather Albee-Scott appointed.

d. Hospital Finance Authority, four public members, term to 12/2013

Commissioner Lutchka stated that the committee recommended Karen Coffman, Tony Samon, Jason Valente and Michael Overton. No other nominations from the floor. Karen Coffman, Tony Samon, Jason Valente, and Michael Overton appointed.

e. Parks, two public members, term to 12/2015

Commissioner Lutchka stated that the committee recommended Roger Gaede and Michael Way. No other nominations from the floor. Roger Gaede and Michael Way appointed.

f. Region 2 Planning Commission, three public members, term to 12/2015

Commissioner Lutchka stated that the committee recommended Teresa Abbey, Mark Baker, and Rick Sigers. No other nominations from the floor. Teresa Abbey, Mark Baker, and Rick Sigers appointed.

C. **Human Services – Commissioner Jon Williams** - None.

D. **Personnel and Finance – Commissioner Jim Videto** – None.

14. **UNFINISHED BUSINESS**

A. **Road Commission**

Discussion held.

Administrator/Controller Overton answered questions from the commissioners and asked the Board to authorize two public hearings to receive public feedback on this issue.

*Moved by Mahoney, supported by Duckham **to Accept Staff Recommendation.** Roll Call: (11) Yeas. Cmr. Herl, Lutchka, Rice, Duckham, Alexander, Videto, Shotwell, Mahoney, Williams, Price, and Elwell. (1) Nay. Cmr. Way. Motion carried.*

15. **NEW BUSINESS**

A. **Interim Health Officer Appointment**

*Moved by Williams, supported by Mahoney **to Appoint Steve Hall as Interim Health Officer based on Staff Recommendation.** Roll Call: (12) Yeas. Motion carried unanimously.*

B. Tentative Agreement with Capitol City Lodge #141

Moved by Mahoney, supported by Rice to Approve Tentative Agreement with Capitol City Lodge #141. Roll Call: (12) Yeas. Motion carried unanimously.

C. Veolia Agreement

Much discussion held regarding this issue being brought to the Board so late, without having gone through Personnel and Finance or Study Session. Chairman Shotwell explained that this agreement was not addressed at a previous meeting due to a staff medical issue.

Moved by Lutchka, supported by Duckham to Approve Veolia Agreement. Roll Call: (9) Yeas. Cmr. Herl, Lutchka, Duckham, Alexander, Videto, Shotwell, Price, Way, and Elwell. (3) Nays. Cmr. Rice, Mahoney, and Williams. Motion carried.

D. Enterprise Fund Budget

Moved by Herl, supported by Duckham to Approve the Enterprise Fund Budget. Roll Call: (11) Yeas. Cmr. Herl, Lutchka, Rice, Duckham, Alexander, Videto, Shotwell, Mahoney, Price, Way, and Elwell. (1) Nay. Cmr. Williams. Motion carried.

16. PUBLIC COMMENTS

Roger Gaede thanked the Board for his appointment and wished everyone a Merry Christmas and a Happy New Year.

17. COMMISSIONER COMMENTS

Chairman Shotwell thanked Ken Price for stepping in and serving Pat Smith's district.

Cmr. Alexander gave an update on the Math Makes a Difference website.

Cmr. Videto stated that it was a privilege serving the residents of Jackson County for the last 10 years. He wished the future Board the best.

Cmr. Mahoney said that she would miss the outgoing commissioners and that it was an honor serving with them, and asked that others be remembered during this holiday season.

Cmr. Price thanked the Board for the opportunity and recognized Pat Smith.

Cmr. Duckham recognized the outgoing commissioners and wished everyone a Merry Christmas.

Cmr. Lutchka echoed Cmr. Duckham and thanked everyone for coming.

Cmr. Herl echoed Cmr. Videto and thanked the Board.

Chairman Shotwell thanked the outgoing commissioners and said that they will be missed. He looks forward to the next two years and believes that they will continue to be leaders in the state.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

James E. Shotwell – Chairman, Jackson County Board of Commissioners

Carrienne VanDusseldorp – Chief Deputy County Clerk



Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Human Services Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy County Administrator

SUBJECT: Health Officers Service Agreement

DATE: January 2, 2013

Motion Requested

Approve the Health Officer Service Agreement between Allegiance Health and Jackson County for the purchase of 20 hours per week of the County Health Officer's time.

I. Background

- A. At the end of 2012, the County ended a long-term relationship with Livingston County to share a Health Officer between the two counties due to the retirement of Ted Westmeier the past director.
- B. Livingston County has chosen to discontinue this relationship for the purposes of retaining Mr. Westmeier exclusively for a longer period of time, rather than splitting his services for a shorter period of time. Ted has served well for Jackson County and has left the organization better than he found it. We are grateful for his service.
- C. We inquired of other counties to see if there was interest in entering a similar arrangement. No adjacent counties expressed interest.
- D. Aware of Mr. Westmeier's departure the County opened up recruitment for a replacement position with the expectation that we would have to pick up the full cost of the position.
- E. During the county's recruitment for the new Health Officer position, Dr. Ray King and Dr. Amy Schultz from Allegiance Health met with us to propose an innovative approach for our Health Officer Position.
- F. Dr.'s King and Schultz proposed that Allegiance Health contract with Jackson County to use approximately 50% of the County's Health Officer's time to coordinate efforts with Allegiance's Prevention and Community Health Program.

- G. The primary objective of the Health Officer working with Allegiance Health is to be responsible for development and management of coordinated systems-level improvement efforts and clinical-community linkages to improve population health, experience of care, and reduced per capita health care costs.
- H. This partnership could pave the way for a new model of public health delivery. We believe this position will be very attractive to the right candidate.

II. Current Situation

- A. The Board of Commissioners authorized the Administrator/Controller to negotiate a contract with Allegiance Health at their November business meeting.
- B. An agreement was drafted with the consent of the County's attorney and Allegiance's attorney. Both administrative offices have agreed to the proposed contract.
- C. The County/Administrator's Office recommends approval of the proposed independent contractor agreement.
- D. Some of the primary tenants of the agreement include:
 - 1. The County Health Officer will remain a county employee and will serve as an independent contractor to Allegiance Health for up to 20 hours a week. The County will invoice Allegiance by the hours worked similar to how the Hospital invoices the County for hours worked.
 - 2. The agreement is for one year and may be terminated by either party with 30 days' notice.
 - 3. In cases of public health emergency, the Health Officer will first fulfill his or her statutory responsibilities with the County.

III. Analysis

- A. **Strategic** – This proposal fits perfectly with the County's Healthy Community strategic goal. The County has been a key supporter of the Health Improvement Organization. The County entered into an agreement just over a year ago to contract with Dr. Schultz from Allegiance Health to fulfill 8 hours of Medical Director service, per week, to Jackson County. This arrangement has worked well. We believe sharing the Health Officer Position will further promote the focus on community health.
- B. **Financial** –
 - 1. In 2011 the County paid \$75,568.24 for the services of the Health Officer through a contractual relationship with Livingston County. The contract fee paid

to Livingston County was \$71,871. The Health Officer was paid \$3,697.24 in mileage as per the contract.

2. The Health Officer position is graded out as a 19 on the County's point factor system which has a maximum salary of \$88,771. If the County were to hire a Health Officer at this rate, the total cost with benefits would be \$113,626.31.
 3. Allegiance will contract for 50% of the time of the Health Officer. Based on the current salary and benefit schedule, this would reduce the counties cost by \$56,813. This would be a net reduction of \$18,755.08.
- C. **Policy/Legal** – The Board of Commissioners must approve this agreement in conformance with Policy 2030 for the acquisition of professional services.
- D. **Timing** – The Health Officer position was filled in an acting capacity by the Environment Health Director, Steve Hall. Upon approval, we will immediately re-advertise the position with the associated changes.

IV. Recommendation

The Administrator/Controller's Office recommends that the Board approve the Health Officer Service Agreement between Allegiance Health and Jackson County for the purchase of 20 hours per week of the County Health Officer's time.

Attachments:

Health Officer Services Agreement

HEALTH OFFICER SERVICES AGREEMENT

BETWEEN ALLEGIANCE HEALTH AND JACKSON COUNTY

This Independent Contractor Agreement for Health Officer Services (the "Agreement") by and between W.A. Foote Memorial Hospital d/b/a ALLEGIANCE HEALTH, a Michigan nonprofit corporation ("Hospital"), and THE COUNTY OF JACKSON, a Michigan Municipal corporation (hereafter "County"), and is made effective on the 15th day of December, 2012 (the "Effective Date").

RECITALS

WHEREFORE, Hospital desires to purchase Health Officer Services to benefit the citizens of Jackson County Michigan;

WHEREFORE, County employs a Health Officer with the requisite, education, knowledge and experience necessary to provide Health Officer services to Hospital, and is willing to provide these services to Hospital in exchange for valuable consideration;

NOW THEREFORE, the Parties agree as follows.

ARTICLE ONE

Hospital Responsibilities

- 1.1 **Health Officer Services.** Subject to the terms and conditions of this Agreement, County shall provide Hospital with Health Officer Services twenty (20) hours per week, on a schedule which is mutually agreed upon between the Parties. The Parties Agree that a Health Officer who meets the qualifications specified in Exhibit B shall be employed by the County and assigned to provide the services that are the subject matter of this Agreement. Such Health Officer responsibilities shall include those responsibilities set forth in Exhibit B, and shall also include:
- a. Seeking to integrate effective clinical and community-based services and expand accessibility across the continuum;
 - b. Identifying opportunities for innovation and coordinates with community leaders and stakeholders to develop and organize improvement plans based on evidence based research and practices, data, and collaborative participation;
 - c. Initiating and facilitating systematic improvements to improve health care and public health outcomes through health care redesign, clinical-community linkages, patient activation, integration of health information technology and care coordination;
 - d. Continuously overseeing multiple initiatives with diverse team members in various stages of development;
 - e. Establishing a course of action to accomplish specific goals, facilitates progress, allocate resources appropriately, problem-solves effectively, and evaluates success;
 - f. Developing and maintaining coordinated community infrastructure and systems needed to optimize collaboration, including data and financial systems;
 - g. Advocating for payor arrangements that support a more holistic approach to population health and care delivery, including improved reimbursement for community based services; and
 - h. Managing required functions related to achieving project objectives including staffing, evaluation, budget preparation/maintenance and financial functions.
- 1.2 **Non-Discrimination.** Neither party shall discriminate against any Hospital or County staff member on the grounds of age, race, color, religion, sex, national origin, weight, height, protected disability, marital status or any of other characteristic protected by applicable state or federal law.

ARTICLE TWO

Hospital Responsibilities

- 2.1 **Hospital Representative.** Hospital, at no cost to County, shall designate and provide a representative to serve as a liaison to County to oversee the implementation of this Agreement.
- 2.2 **Office, Supplies and Equipment.** Hospital shall be responsible for making an office and providing any and all supplies and equipment available that are necessary for the Health Officer to perform the services provided for in this Agreement. The Hospital shall be solely responsible for ordering all supplies and the maintenance and repair of all such equipment in accordance with the manufacturers' recommendations, and in accordance with all applicable OSHA requirements.

ARTICLE THREE

Compensation, Billing and Payment

- 3.1 **Compensation.** For all services rendered, Hospital shall pay the County for all salary and benefit expenses expended for designated Health Officer services provided to Hospital, not to exceed forty-nine percent (49%) of the total annual amount expended for the Health Officer's salary and benefits as reported by the County in writing. The Parties agree that after the County completes the employment interviewing, screening and hiring process of a candidate, which shall be directed by the County in consultation with, and assisted by, the Hospital, the Parties shall amend the Compensation Section of this Agreement to more accurately reflect the amount to be paid by Hospital to County, and such amendment shall be signed by an authorized representative of both Parties.
- 3.2 **Billing And Payment.** County shall bill Hospital on a monthly basis by providing an invoice which details the number of hour of Health Officer services which were provided during the previous month. Hospital shall pay all such invoices by the 15th day of each month.
- 3.3 **Access to Records.** Until the expiration of four (4) years after the furnishing of the services provided under this Agreement, County will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives this Agreement and all books, documents and records necessary to certify the nature and extent of the cost of the services related to this Agreement. If County carries out the duties of the Agreement through a subcontract worth Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records. County shall notify Hospital immediately in the event of such request.

ARTICLE FOUR

Insurance

- 4.1 **Liability Insurance.** Each Party at its sole expense, shall obtain and maintain in effect during the term of this Agreement, comprehensive professional and general liability insurance covering the respective Party's facilities, employees and/or agents providing services on its behalf, in an amount which is acceptable to the other Party. Upon request, each Party shall provide the other Party with certificates evidencing such insurance coverage. The Parties agree that for purposes of this Agreement, Hospital's program of self-insurance funded in accordance with actuarial recommendations shall suffice for purposes of this Agreement. Further, the Parties agree that for purposes of this Agreement, County will fulfill this obligation as described and set forth in the Michigan Municipal Risk Management Authority Coverage Overview for the County of Jackson, which is attached hereto as Exhibit A, and incorporated herein by reference as if fully set forth. Each Party agrees to notify the other Party in writing thirty (30) days before any cancellation or termination of such insurance or of any decrease in the dollar amount of coverage provided.
- 4.2 **Notification of Claims.** Each Party shall promptly notify the other of any knowledge regarding any event that may result in a claim, or any claim or suit actually made, against either of them with respect to or arising from the Health Officer services provided pursuant to this Agreement.

ARTICLE FIVE

Term and Termination

- 5.1 **Term and Termination.** This Agreement takes effect on the Effective Date and shall continue for a period of one (1) year, unless terminated earlier as set forth below or as otherwise provided for in this Agreement.
- a. This Agreement may be terminated immediately upon the mutual written consent of both Parties.
 - b. Either Party may terminate this Agreement with or without cause, by providing the other Party with written notice of its intent to terminate this Agreement, at least thirty (30) days prior to the intended date of termination.
 - c. Hospital may terminate this Agreement in accordance with Article 8, § 8.1.
 - d. Hospital may terminate this Agreement in accordance with Article 8, § 8.2.
- 5.2 **Effects of Termination and Continuing Obligations after Termination.** Termination of this Agreement does not terminate or otherwise alter duties and obligations of Hospital or the County under any other Agreement between Hospital and the County, including but not limited to, the Jackson County Health Department. The Parties acknowledge that this Agreement imposes some duties upon them that may continue after termination of the Agreement, e.g., the duty to complete and sign records of services performed. The Parties shall each, after termination (regardless of manner), fulfill those continuing duties which apply to them. Further, if either of the Parties breaches this Agreement, the other party's termination of the Agreement for that reason shall not limit its rights to obtain damages or enforcement of those obligations which continue after termination.

ARTICLE SIX

Confidentiality

- 6.1 **Confidentiality of Medical Records.** It is the intent of the Parties to comply with all state and federal laws and regulations regarding the privacy, confidentiality and security of medical records, including but not limited to, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing statutes, in accordance with the terms and conditions of the Business Associate Agreement attached at Exhibit C.

ARTICLE SEVEN

Relationship of the Parties

- 7.1 **Independent Contractor Status.** All of County's services under this Agreement are performed as an independent contractor. Nothing in this Agreement shall change this independent contractor status to one of employment of Hospital. Further, nothing contained in this Agreement is intended to create nor does it create a joint venture or partnership between the County and Hospital. County alone shall pay for or obtain everything it is required to pay or have for County and/or its employees and subcontractors under law or contract, including but not limited to payment of compensation, benefits, workers compensation insurance, employer taxes including FICA and employment taxes, and unemployment compensation fund payments.
- 7.2 This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, expressed, implied or otherwise, to create any rights or interests for any other party or persons other than for Hospital and County. Without limiting the generality of the foregoing, the parties do not intend to create rights pursuant to this Agreement for any Hospital employee, or employee or agent of County.
- 7.3 Under this Agreement, the Health Officer shall be a County employee reporting to the County's Administrator or designee. Hospital shall assist and collaborate with the Health Officer while he or she is performing services under this Agreement as long as such direction or supervision is not contrary to the rules and regulations established by the County for its employees. Notwithstanding the foregoing, Hospital shall not have any authority over, nor shall it direct or supervise, the Health Officer while he or she is carrying out County duties and responsibilities.

- 7.4 In the event of a public health emergency, in the discretion of the County, the Health Officer shall first provide services to the County as needed, and thereafter coordinate with the Hospital to provide services under this Agreement.

ARTICLE EIGHT

Compliance

- 8.1 **Avoidance of Fraud and Abuse.** The parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid anti-fraud and abuse statutes. Notwithstanding any unanticipated effect of any of the provisions in this Agreement, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. Further, if legislation is passed, the effect of which would be to hinder Hospital's ability to obtain reimbursement from Medicare/Medicaid due to the existence of this Agreement, or if this Agreement becomes illegal under any subsequent law or regulation, then this Agreement shall terminate immediately.
- 8.2 **Tax-Exempt Status.** Notwithstanding anything to the contrary, Hospital may modify or terminate this Agreement at any time, without liability, if it reasonably determines that its continued participation in this Agreement could or reasonably may threaten the federal tax exemption of Hospital or any entity affiliated with Hospital under Internal Revenue Code Section 501(c)(3) or threaten any other relevant tax exemption these entities now or hereafter may enjoy.
- 8.3 **Regulatory Compliance Hotline and Reporting.** Hospital maintains a corporate compliance program to prevent, detect and remedy activities and conduct that are non-compliant with legal, regulatory and/or ethical requirements and standards. County has been advised that Hospital maintains an anonymous toll-free hotline (1-877-9COMPLY) and employs a Compliance Officer (517.788.4828) for the reporting of activities or conduct that may involve non-compliant behavior, agrees to report any instances of potential non-compliant activity, and shall similarly inform and require any subcontractors, employees or agents to report such activity.
- 8.4 **Exclusion From Government Programs.** To the best of each respective Party's information, knowledge and belief, neither party is, nor employs or contracts with:
- a) any individual or entity excluded from Medicaid or Medicare participation under §§ 1128 (42 USC 132a-7) or 1128A (42 USC 1320a-7a) of the Social Security Act for the provision of health care, utilization review, medical social work, or administrative services;
 - b) any entity for the provision of such services (directly or indirectly) through an excluded individual or entity; or
 - c) any individual or entity excluded from Medicaid participation.

Both parties shall immediately notify the other party if and when that party falls out of compliance with Section 8.04(a), (b) or (c).

ARTICLE NINE

General Terms and Conditions

- 9.1 **Applicable Law, Merger, Waiver and Modifications.** This Agreement shall be governed by Michigan law. If any term or provision of this Agreement is found or subsequently ruled to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by it. This is the entire agreement of the parties and all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect. The captions shall have no legal significance in the interpretation of this Agreement. No modification, change or discharge of this Agreement may occur orally, but only by further written agreement signed by both parties. A waiver of either by the parties of any provision shall not waive any other provision. No person or entity, except the parties, shall be beneficiaries of any kind of the consideration or terms of this Agreement. In no event shall either Party assign and/or delegate any of its rights, powers, duties or obligations under this Agreement without first receiving the prior written signed consent of the other Party, and the Parties agree that any such assignment or delegation made without the requisite prior written signed consent, is void and shall have no force or effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

9.2 **Notices.** All payments, notices and formal communications required or permitted under this Agreement shall be made in writing and shall be deemed to be duly given if sent by first class mail, postage prepaid, addressed as follows:

If to Hospital: President
ALLEGIANCE HEALTH
205 N. East Avenue
Jackson, Michigan 49201

With copies to: General Counsel
ALLEGIANCE HEALTH
205 N. East Avenue
Jackson, Michigan 49201

If to County: Michael Overton
County Administrator
120 West Michigan Avenue
Jackson, Michigan 49201

9.3 **Authority to Execute Agreement.** Each signor below, represents that it has authority to execute this Agreement on behalf of the respective Party named above his/her signature line, and have been authorized to do so. The parties have executed this Agreement on the date(s) specified below.

9.4 **Counterparts and Copies.** This Agreement may be signed in multiple counterparts and if so will have the same effect as if all signatures were contained on one signature page. A photostatic, electronic, digital or facsimile copy of this Agreement, any counterparts thereof, and any signature therein is valid as an original absent a showing of manifest fraud.

ALLEGIANCE HEALTH

THE COUNTY OF JACKSON

Ray King, Vice President, Medical Affairs/CMO

Michael Overton, County Administrator

Date: _____

Date: _____

EXHIBIT A

Michigan Municipal Risk Management Authority Coverage Overview for The County of Jackson

EXHIBIT B

ALLEGIANCE HEALTH Population Health Officer (0.5FTE- contractual)

POSITION SUMMARY:

Highly responsible public health professional who in consultation with the Allegiance Health Director of Prevention and Community Health and COO of Jackson Health Network, and with the guidance of Jackson County and the Allegiance CMO/VPMA/CEO of Jackson Health Network will be responsible for development and management of coordinated systems-level improvement efforts and clinical-community linkages to improve population health, experience of care, and reduced per capita health care costs.

FUNCTIONAL RESPONSIBILITIES:

- Seeks to integrate effective clinical and community-based services and expand accessibility across the continuum
- Identifies opportunities for innovation and coordinates with community leaders and stakeholders to develop and organize improvement plans based on evidence based research and practices, data, and collaborative participation
- Initiates and facilitates systematic improvements to improve health care and public health outcomes through health care redesign, clinical-community linkages, patient activation, integration of health information technology and care coordination
- Continuously oversees multiple initiatives with diverse team members in various stages of development; establishes a course of action to accomplish specific goals; facilitates progress; allocates resources appropriately, problem-solves effectively; and evaluates success
- Develops and maintains coordinated community infrastructure and systems needed to optimize collaboration; including data and financial systems
- Advocates for payor arrangements that support a more holistic approach to population health and care delivery, including improved reimbursement for community based services
- Manages required functions related to achieving project objectives including staffing, evaluation, budget preparation/maintenance and financial functions.

QUALIFICATIONS:

1. Master's Degree in Public Health or related field
2. Minimum of 3-5 years experience in health administration; experience in both governmental public health and health care delivery system preferred
3. Extensive knowledge of health care, public health and community-based systems of care
4. Experience leading multi-disciplinary teams
5. Expertise in collaborative process improvement and project management
6. Strong analytic skills and experience interpreting population health data and conducting outcomes evaluation
7. Demonstrated financial and personnel management experience.
8. Desire to work with a comprehensive public health/health care team.
9. Excellent verbal and written communications skills.
10. Ability to collaborate with community organizations and health care systems to coordinate activities.

The above is intended to describe the general content of and requirements for the performance of this job. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements

EXHIBIT C

BUSINESS ASSOCIATE EXHIBIT

Covered Entity: W.A. Foote Memorial Hospital d/b/a
ALLEGIANCE HEALTH

Address For Notice: Privacy Officer With copies to: General Counsel
Allegiance Health Allegiance Health
205 N. East Avenue 205 N. East Avenue
Jackson, Michigan 49201 Jackson, Michigan 49201

Business Associate: Health Officer – The County of Jackson

Address For Notice: * Address listed for notice is Agreement
Services Provided
By Business Associate: **Health Officer Services**

RECITALS

WHEREAS, Covered Entity is subject to the Standards for Privacy and Security of Individually Identifiable Health Information at 45 CFR Parts 160, 162 and 164 (the "Privacy and Security Rules"), promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and

WHEREAS, Covered Entity and Business Associate are subject to the Health Information Technology for Economic and Clinical Health Act, Division A, Title XIII, § 13001 et seq. of the American Recovery and Reinvestment Act of 2009 ("the HITECH Act").

WHEREAS, in the course of performing services on behalf of Covered Entity, Business Associate may come into contact with, or use or disclose, Protected Health Information of Individuals maintained by Covered Entity; and

WHEREAS, the Privacy and Security Rules of HIPAA and the HITECH Act require Covered Entity and Business Associate to obtain satisfactory assurances from their business associates that the business associates will appropriately safeguard Protected Health Information; and

WHEREAS, the Privacy and Security Rules and HITECH Act require Covered Entity and Business Associate to document the above referenced satisfactory assurances, through a written contract or other written Exhibit that meets all applicable requirements of the Privacy and Security Rules and HITECH Act.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

I. Definitions and Interpretation

- 1.1 **Definitions.** The parties agree that terms used but not otherwise defined in this Exhibit shall have the same meaning as those terms defined in the Privacy and Security Rules of HIPAA and the HITECH Act. In addition to those terms defined above, the terms below shall, when used in this Exhibit, have the same meaning as those terms in the Privacy and Security Rules and the HITECH Act as follows:
- 1.1.1 **"BAA"** means this Business Associate Exhibit.
 - 1.1.2 **"Breach"** means a breach of Protected Health Information as defined by § 13400 of the HITECH Act.
 - 1.1.3 **"Electronic Protected Health Information" or "Electronic PHI"** means the electronic protected health information, as defined at 45 CFR § 160.103, that Business Associate receives from, or creates or receives on behalf of, Covered Entity or any of its Affiliates, or any of the health care providers who are associated with Covered Entity.

- 1.1.4 **"Individual"** means the person who is the subject of Protected Health Information, and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). (45 CFR § 164.501).
- 1.1.5 **"Individually Identifiable Health Information"** means information that is a subset of health information, including demographic information collected from an Individual, and: (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; (b) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (c) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. (45 CFR § 160.103).
- 1.1.6 **"Protected Health Information" or "PHI"** means Individually Identifiable Health Information that is transmitted or maintained in any form or medium, limited to the information created or received by Business Associate from or on behalf of Covered Entity. (45 CFR § 164.501).
- 1.1.7 **"Required By Law"** means a mandate contained in law that compels an entity to make a use or disclosure of Protected Health Information and that is enforceable in a court of law. (45 CFR § 164.501).
- 1.1.8 **"Secretary"** means the Secretary of the Department of Health and Human Services or his designee (45 CFR § 160.103).
- 1.1.9 **"Unsecured Protected Health Information" or "Unsecured PHI"** means Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in regulations as defined by § 13402(h) of the HITECH Act.

II. Obligations and Responsibilities of Business Associate

- 2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by this BAA or as Required By Law. Effective February 17, 2010, Business Associate agrees to limit its use or disclose of PHI obtained or created on behalf of Covered Entity only to those uses or disclosures that comply with this BAA and each requirement of 45 CFR § 164.504(e) applicable to Business Associate.
- 2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this BAA, including, the use of administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information that it creates, receives, maintains or transmits on behalf of Covered Entity. Effective February 17, 2010 and pursuant to HITECH Act § 13401, Business Associate shall comply with the security provisions of 45 CFR §§ 164.308, 164.310, 164.312, and 164.315 in the same manner Covered Entities are required to comply with such regulations. Such compliance shall include, but is not limited to:
- 2.2.1 appointing a HIPAA security officer;
 - 2.2.2 implementing administrative, physical, and technical safeguards to protect PHI;
 - 2.2.3 implementing policies and procedures to safeguard PHI; and
 - 2.2.4 maintaining required documentation pursuant to the above security regulations.
- 2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- 2.4 Business Associate agrees to report to Covered Entity any security incident or the use or disclosure of PHI that is not permitted by this BAA of which it becomes aware. Within 10 business days of Business Associate's discovery of a breach of unsecured PHI, Business Associate shall provide written notification of any such breach to Covered Entity pursuant to HITECH Act § 13402. A breach shall be deemed "discovered" when it is actually known or should have been known with the exercise of reasonable diligence, pursuant to HITECH Act § 13402. In notifying Covered Entity of any breach, Business Associate shall, at a minimum, communicate to Covered Entity:

- 2.4.1 a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;
 - 2.4.2 a description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code);
 - 2.4.3 a brief description of what Business Associate is doing to investigate the breach, to mitigate losses to Covered Entity and any affected Individual, and to protect against any future breaches; and
 - 2.4.4 contact procedures for Covered Entity to ask questions or learn additional information, including at minimum identifying a contact person and providing a telephone number and postal address where such contact person may be reached.
- 2.5 To the extent any breach of PHI involves Business Associate, Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to provide notification of breach to an Individual pursuant to the Privacy Rule and HITECH Act § 13402.
- 2.5 Business Associate agrees to ensure that any agent, including any subcontractor, to whom it provides PHI created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such information. Effective February 17, 2010, Business Associate shall enter into a written contract (or other written arrangement) described in 45 CFR § 164.502(e)(2) and a written contract (or other arrangement) described in 45 CFR § 164.308(b), with any agent, including a subcontractor, to whom it provides PHI created or received by Business Associate on behalf of Covered Entity.
- 2.6 To the extent Business Associate has PHI in a designated record set, Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner directed by Covered Entity, to PHI in the designated record set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524. Effective February 17, 2010, Business Associate shall, upon request by an Individual to Business Associate, provide a copy of the Individual's PHI contained in an electronic health record to the Individual pursuant to HITECH Act § 13405(e). In addition, Business Associate shall, upon request of Covered Entity, provide a copy of an Individual's PHI contained in an electronic health record to Covered Entity in order to allow Covered Entity to respond to that Individual's request pursuant to 45 CFR § 164.524 and HITECH Act § 13405(e). Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to provide copies of PHI to an Individual pursuant to 45 CFR § 164.524 and HITECH Act § 13405(e).
- 2.7 To the extent Business Associate has PHI in a designated record set, Business Associate agrees to make any amendment(s) to PHI in the designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner directed by Covered Entity.
- 2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner directed by Covered Entity, or as designated by the Secretary, for purposes of the Secretary or Covered Entity determining Covered Entity or Business Associate's compliance with the Privacy Rule and HITECH Act.
- 2.9 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Effective February 17, 2010, Business Associate agrees to document such uses and disclosures of PHI and information related to such disclosures as would be required for Business Associate or Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528 and HITECH Act § 13405(c).
- 2.10 Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner directed by Covered Entity, information collected in accordance with Section 2.1 (g) of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Effective January 1, 2014, Business Associate shall provide an accounting of disclosures of an Individual's PHI upon request, pursuant to HITECH Act § 13405(c). Business Associate shall provide the accounting to the Individual if such accounting is requested of Business Associate by the Individual, or

Business Associate shall provide the accounting within 30 days to Covered Entity if such accounting is requested by Covered Entity. Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to comply with such disclosure accounting requirements under 45 CFR 164.528 and HITECH Act § 13405(c).

- 2.11 Effective February 17, 2010, Business Associate shall comply with any restrictions on disclosure of PHI requested by an Individual pursuant to 45 CFR § 164.522(a)(1)(i)(A), provided such requested restrictions have been communicated to Business Associate by the Individual or Covered Entity. Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to comply with any such restrictions on disclosure of PHI pursuant to 45 CFR § 164.522(a)(1)(i)(A).
- 2.12 Effective February 17, 2010, when using, disclosing, or requesting PHI, Business Associate shall limit such PHI, to the extent practicable, to a limited data set or, if needed by Business Associate, the minimum necessary to accomplish the intended purpose of such use, disclosure, or request respectively, pursuant to 45 CFR § 164.502(b)(1) and HITECH Act § 13405(b). Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to comply with such minimum necessary requirements under 45 CFR § 164.502(b)(1) and HITECH Act § 13405(b).
- 2.13 Effective February 17, 2010, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except as permitted by HITECH Act § 13405(d). Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to comply with prohibitions on remuneration in exchange for PHI under HITECH Act § 13405(d).
- 2.14 Effective February 17, 2010, Business Associate shall refrain from using or disclosing PHI in making any marketing or fundraising communication, except as permitted by HITECH Act § 13406.
- 2.15 To the extent an audit of Covered Entity by the Secretary or Secretary's designee under authority of HIPAA or the HITECH Act requires information held by Business Associate, Business Associate shall use good faith commercially reasonable efforts to cooperate with and assist Covered Entity in meeting Covered Entity's duty to comply with such audit.

III, Permitted Uses and Disclosures by Business Associate

- 3.1 Except as otherwise limited by this BAA, Business Associate may use or disclose PHI on behalf of, or to provide services to Covered Entity as described on the first page of this BAA, if such use or disclosure of PHI would not violate the minimum necessary policies and procedures of Covered Entity or the Privacy Rule and HITECH Act if used or disclosed by the Covered Entity.
- 3.2 Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- 3.4 Except as otherwise limited in this BAA, to the extent applicable, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 CFR § 164.504(e)(2)(i)(B).

IV. Covered Entity Obligations and Responsibilities

- 4.1 Covered Entity shall have the following obligations and responsibilities:
 - 4.1.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- 4.1.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.1.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 4.1.4 Except as otherwise provided in this BAA, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and HITECH Act if done by Covered Entity.
- 4.1.5 To the extent an audit of Business Associate by the Secretary or Secretary's designee under authority of HIPAA or the HITECH Act requires information held by Covered Entity, Covered Entity shall use good faith commercially reasonable efforts to cooperate with and assist Business Associate in meeting Business Associate's duty to comply with such audit.

V. Term and Termination

- 5.1 **Term.** The Term of this BAA shall be effective as of the Effective Date of the underlying Agreement between the Parties and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is infeasible to return or destroy PHI created or received by Business Associate on behalf of Covered Entity, Business Associate shall extend the protections of this BAA to such information, in accordance with the provisions of this BAA's section 5.4.
- 5.2 **Termination for Cause by Covered Entity.** Upon Covered Entity's knowledge of a material breach of this BAA by Business Associate, Covered Entity shall provide a reasonable opportunity for Business Associate to cure the breach or end the violation. If cure is not possible or if Business Associate does not cure a curable breach or end the violation within a reasonable time as specified by Covered Entity, Covered Entity may:
 - 5.2.1 immediately terminate this BAA and any other agreement or contract between the parties; or
 - 5.2.2 if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- 5.3 **Termination for Cause by Business Associate.** Effective February 17, 2010, upon Business Associate's knowledge of a material breach of this BAA by Covered Entity, Business Associate shall provide a reasonable opportunity for Covered Entity to cure the breach or end the violation. If cure is not possible or if Covered Entity does not cure a curable breach or end the violation within a reasonable time as specified by Business Associate, Business Associate may:
 - 5.3.1 immediately terminate this BAA and any other agreement or contract between the parties; or
 - 5.3.2 if neither termination nor cure are feasible, Business Associate shall report the violation to the Secretary.
- 5.4 **Effect of Termination.** Upon termination of this BAA, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI in any form.

In the event Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible. If Covered Entity agrees return or destruction is infeasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VI. Miscellaneous

- 6.1 **Regulatory References.** A reference in this BAA to a section in the Privacy or Security Rules of HIPAA or the HITECH Act means the section as in effect or as amended from time to time by further legislation or implementing regulations.

- 6.2 **Amendment.** The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy and Security Rules of HIPAA, the other administrative simplification provisions of HIPAA, and the HITECH Act. No modification, amendment, change or discharge of this BAA may occur orally, but only by further written agreement signed by both parties. Notwithstanding the foregoing, Covered Entity reserves the right to amend this BAA from time to time by sending Business Associate written notice of Covered Entity's proposed amendments. Such amendments shall become binding upon the parties 30 days after Covered Entity's notice of amendments to Business Associate, unless Business Associate gives Covered Entity written notice of its objection to said amendments before the end of said 30-day period. The timing and effectiveness of notices under this section shall be governed by Section 6.6 of this BAA.
- 6.3 **Survival.** The respective rights and obligations of Business Associate under Section 5.4 of this BAA shall survive the termination of this BAA.
- 6.4 **Assignment and Delegation.** In no event shall Business Associate assign or delegate any of its rights, powers, duties or obligations under this BAA without the receipt of the prior written consent of the Covered Entity. Any purported assignment or delegation made in violation of this section shall be null and void and have no force or effect.
- 6.5 **Interpretation.** Any ambiguity in this BAA shall be resolved to permit Covered Entity and Business Associate to comply with the Privacy and Security Rules of HIPAA and the HITECH Act. If any provision of this BAA, including any definition or description of any law herein conflicts with the provisions of the Privacy and Security Rules of HIPAA or the HITECH Act, the Privacy and Security Rules of HIPAA and the HITECH Act shall control.
- 6.6 **Notices.** All notices and formal communications required or permitted under this BAA shall be made in writing and shall be deemed to be duly given if sent by personal delivery or postage prepaid and properly addressed first class mail, to the respective address of Covered Entity or Business Associate as provided on the first page of this BAA (or at such other address designated in writing by the parties). Notice shall be effective upon delivery, if by personal delivery, or three business days after deposit with the United State Postal Service, if by first class mail.
- 6.7 **Remedies.** Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of PHI by Business Associate or any agent or subcontractor of Business Associate that received PHI from Business Associate.
- 6.8 **Ownership.** The PHI shall be and remain the property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI as a result of this BAA.
- 6.9 **Applicable Law and Forum.** This BAA shall be governed by the laws of the State of Michigan, exclusive of its conflicts of laws principles. Any action arising under or relating to this BAA shall be brought in a state or federal court having subject matter jurisdiction and which is located in, or whose districts include, Jackson County, Michigan. Each party assents to the jurisdiction of the forgoing courts.



Jackson County

Fleet and Facilities Operations

Ric Scheele Director, Jim Vandenburg Carpenter Supervisor, Teresa Soltis Facilities Coordinator,
Tim Yost Electrical Supervisor

TO: Personnel and Finance Committee
Board of County Commissioners

FROM: Ric Scheele
Director of Fleet and Facilities Operations

SUBJECT: Amendment to the existing Sprint Wireless Lease

DATE: 12.19.2012

Motion Requested

Authorize the Board Chairman to sign the second amendment to the Sprint Wireless Antenna Site and Equipment Space lease.

I. Background

- A. A Tower Building roof tenant, Sprint Wireless, is requesting to upgrade their existing wireless system to 4G capacity. The current lease provides the County with \$26,353.80 in annual revenue.

II. Current Situation

- A. Sprint is requesting permission to install three additional wireless antennas on the tower building. The purpose is to allow for a seamless transition to the 4G network; by using the temporary antennas for existing service, the permanent antennas will be upgraded to 4G capabilities.
- B. Sprint has submitted stamped engineered drawings showing method of attachment to the building, along with the suitability of this temporary addition to the Tower Building.
- C. The antennas will remain in place for a not to exceed time limit of one year, after which the temporary antennas will be removed and the parapet restored to the County's satisfaction.
- D. Sprint will pay the County a lump sum of \$4,000.00 for this consideration.
- E. Because Sprint is a valued tenant, I recommend we accommodate their request.

III. Analysis

- A. **Strategic:** This amendment will allow our tenant to remain on site. Revenue from this activity supports the Board's strategic priorities.
- B. **Financial:** The revenue provided by this lease is part of the general fund budget.

- C. **Legal:** By County policy, this amendment must be approved by the Personnel and Finance Committee and sent to the full board for approval. . The amendment language has been reviewed by Counsel and with several changes, made ready for committee.
- D. **Timing:** Sprint would like to have this amendment approved as soon as possible so they can start the work in early 2013 well before the falcon nesting season starts.

IV. Recommendation

The Director of Facilities/Fleet recommends the Personnel and Finance committee approve this amendment and send it forward to the full board for approval.

**Jackson County Department on Aging
December 2012 Budget Adjustment Summary**

	Revenue Change	Expense Change	Net Org Key Change	
101670 Home Care	2,800	-643	-3,443	
101671 Senior Centers		1,085	1,085	
101672 Case Coord., MMAP, Chore, Adm.	2,281	-487	-2,768	
101673 Meals on Wheels	9,976	-4,236	-14,212	
101674 Congregate Meals	4,663	-440	-5,103	
101678 Geriatric Mental Health	1,650	20	-1,630	
	<hr/>			281100
	21,370	-4,701	-26,071	965101 Reduce Sr. Millage Transfer Out General Fund

Summary:

Year-End adjustments for grant revenue changes and expense reductions.

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012

[illegible][illegible]

DEPT HEAD Mace Wardell

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR _____

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

[illegible]

REASONING:	
Decrease Professional Services due to decrease in Home Care Worker Hepatitis Vaccines/TB Tests	
Vehicle Repair funds not used in 2012	
Gasoline Usage no longer budgeted in 2013	

DEPT HEAD Mace Wandell

DATE 12/21/12

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012

[illegible][illegible]

DEPT HEAD *Maree Wandell*

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

[illegible]

REASONING:	
Increase Office Supplies	
Increase Professional Services due to overestimate of decrease on last budget adjustment	
Increase Service Contracts for AOS Copy Machine Cost	
Increase Mileage due to increase in Volunteer Exercise Instructors mileage	

DEPT HEAD Mace Wandell

DATE 12/21/12

COMMITTEE _____ DATE _____

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	672	676	011	Purchase of Service	9,500	2,281		11,781
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
						2,281	0	2,281

	REASONING:
	Increase Purchase of Service due to more Medicare Medicaid Assistance Program (MMAP) MIPPA funds. (MIPPA ends in 2012)

DEPT HEAD M/avee Wardell

DATE 12/21/12

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	672	704	040	Wages-Longevity Incentive	199	1,082		1,281
								0
101	672	716	000	Health Insurance	21,319	1,426		22,745
								0
101	672	728	025	Bad Debt	0	5		5
								0
101	672	801	000	Professional Services	4,000		2,200	1,800
								0
101	672	816	000	Service Contracts	3,150		800	2,350
								0
								0
								0
								0
								0
						2,513	3,000	-487

REASONING:	
Increase Longevity Incentive; 2012 Longevity Pay paid from different Org Key than last year.	
Increase Health Insurance; wage split change for Account Clerk mid-2012 and additional Health Insurance expense split to this Org Key Pay 26	
Bad Debt Expense for returned donation.	
Decrease Professional Services-Snow Removal & Lawn Mow- Warm Winter and Dry Summer in 2012	
Decrease Service Contracts to reflect 2011 & 2012 actual	

DEPT HEAD Mace Wandell

DATE 12/21/12

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012

[illegible][illegible]

DEPT HEAD Maree Wandell

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

[illegible]

REASONING:
Move Wage-Longevity Incentive to 101 672 for FT Secretary
Move Health Insurance to 101672
Increase Postage for HDM
Decrease Service Contracts (AOS copy & Sharkbyte costs) to reflect 2011 & 2012 expenses

DEPT HEAD Mace Wandell

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012**

[illegible][illegible]

DEPT HEAD Mace Wandell

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2012

LINE ITEM				ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT						
								0
101	674	861	000	Mileage	2,000		440	1,560
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
						0	440	-440

[illegible]

DEPT HEAD Mace Wardell

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2012**

[illegible]

REASONING:	
Increase Counseling grant revenue for Oct. - Dec.	
Increase in Client Co-Pay revenue	

DEPT. HEAD Maree Wandell

DATE 12/21/12

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN	DATE
-------	------

BOARD OF COMM DATE

COUNTY OF JACKSON

DEPT. ON AGING BUDGET ADJUSTMENT

EXPENSE

2012

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	678	957	000	Employee Training	400	20		420
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
						20	0	20

REASONING:

Increase Employee Training for 2012

DEPT HEAD Mace Wardell

DATE 12/21/12

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance
Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: County Clerk/Register of Deeds Salary

DATE: January 8, 2013

Motion Requested

In recognition of the additional responsibilities taken on with the merger of the County Clerk and Register of Deeds office, approve the recommended salary adjustment in Resolution # 01-13.3 for the County Clerk/Register of Deeds for the 2013 to 2016 term of office.

I. Background

- A. During adoption of the 2012 Budget the Commissioners requested that the Administrator/Controller's Office conduct a salary study for the 5 elected officials for 2013, namely the Treasurer, Clerk/Register, Sheriff, Drain Commissioner, and Prosecutor.
- B. The Board verbalized that they preferred to set the salary for the position for the term of the election. Previously, elected officials had received the same increases non-union employees received.
- C. The County Clerk did not receive any additional compensation for 2012. Elected officials do not receive steps as other employees; their wages are fixed. In June of 2012 the Board voted to merge the County Clerk and Register of Deeds offices. While conducting the merger study, the County Administrator's Office recommended a salary adjustment from \$72,888 to \$76,987, an increase of \$4,099.

II. Current Situation

- A. As we look at salaries for elected officials, we recommend the Board consider several factors:
 - 1. Comparables: We seek comparison with Counties of similar population, a core city, and a comparable cost of living. State Equalized Value of property within

the county is also a valid way to draw comparisons. For comparison purposes St. Clair, Livingston, Muskegon, Calhoun, Monroe, and Berrien are counties that are more similar.

- a. At the September Personnel & Finance Committee Meeting the Committee requested justification for our comparable counties. In researching compensation for elected officials, we gathered additional data from Kalamazoo, Bay, Eaton, Saginaw, and Ottawa Counties. We narrowed the comparisons based upon population and state equalized value (SEV). Population and SEV are potential indicators of the complexity and quantity of service delivered and SEV is also a good indicator of the County's ability to afford the level of compensation.
 - b. The Counties not included were either more than 25% or less in population and significantly more or less in equalized value of property.
2. Salary of Subordinates: Salary of the elected officials' closest subordinates should be considered.
 3. Term of the Election – We recommend, where no other adjustment is needed, to grant the same compensation increases as the non-union employees received for 2013 and 2014. We have not recommended any increase for 2015 and 2016; however the Board does have the prerogative to increase an elected official's salary during the term.

B. County Clerk/Register of Deeds

1.	<u>Current Salary</u>	Jackson	\$72,888
2.	<u>Comparables</u>	St. Clair	\$68,067
		Livingston	¹ \$91,338
		Muskegon	² \$76,258
		Calhoun	\$74,546
		Monroe	\$81,177
		Berrien	³ \$73,473
		Average of Combinations	\$74,597
		Median	\$74,546
3.	<u>Subordinates Salary</u>	Chief Deputy Clerk/Register	\$53,014
		Assistant Chief Deputy County Clerk	\$39,106

¹ Clerk and Deeds separate, Clerks salary shown

² Clerk and Deeds separate, Clerks salary shown

³ Clerk and Deeds separate, Clerk salary shown

4. **Recommendation** – The Clerk’s salary is within the range of comparable counties and there is sufficient distance between the Clerk and the Chief Deputy. A study was conducted at the time of the consolidation of the Register of Deeds and Clerk Offices in which the new responsibilities were taken into consideration and the office was benchmarked with other counties. The Administrator/Controller’s office recommended the salary calculated during the merger study, \$76,987, for 2013 and the same increases as non-union employees for 2014.

2013	\$76,987
2014	\$79,296
2015	\$79,296
2016	\$79,296

- C. The Personnel and Finance Committee met on January 7, 2013 and voted to recommend to the full board a one-time 4% increase to the Clerk’s base salary. A 4% increase is \$75,804, an increase of \$2,916. The Personnel and Finance Committee recommended no increase for the remaining three years of the term.
- D. The attached resolution shows the changes made by the Personnel & Finance Committee in strike-out format.

III. Analysis

- A. **Strategic** – The County Clerk assists the Board in the pursuit of their Safe Community strategy as support for the courts. Additionally she supports the Board of Commissioners directly by clerking all of their meetings. We have maintained relationships of respect and cooperation over the years and share common goals.
- B. **Financial** – Because the merger was approved in the Spring of 2012, this wage for the Clerk is budgeted in the 2013 Fiscal Plan.
- C. **Policy/Legal** – The Board has the responsibility of setting compensation for elected officials. The Board may only reduce an Elected Official’s pay prior to an election and not it may not be effective until after the election, but the Board may increase an Elected Official’s salary anytime.
- D. **Timing** – The Board may act to increase an elected official’s salary at any time. The Board may not decrease the salary.

IV. Recommendation

The Administrator/Controller recommends the Personnel & Finance Committee and Board of Commissioners approve the recommended salary adjustments for the County Clerk/Register of Deeds in Resolution # 01-13.3 for the 2013 to 2016 term of office.

January 8, 2013

Elected Officials Salary - Clerk

Attachments:

Resolution #01-13.3

Jackson County Resolution 01-13.3
To Amend the Compensation Plan for the County of Jackson to Set
the Pay for the County Clerk/Register of Deeds for the 2013 to 2016
Term of Office

WHEREAS, it is the responsibility of the Board of Commissioners to establish compensation and benefits for County Treasurer, Prosecuting Attorney, Sheriff, County Clerk/Register of Deeds, and Drain Commissioner (hereafter Elected officials); and

WHEREAS, the Board of Commissioners has previously established a compensation plan for Elected Officials; and

WHEREAS, the compensation plan has consistently been updated based on economic factors and the ability of the County to provide additional compensation;~~;~~ ~~and~~

~~**WHEREAS**, the 2013 Budget includes sufficient budgeted amounts to provide for a 2% increase to the Elected Officials and the future budgets will include the approved amounts.~~

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners sets the compensation plan for the County Clerk/Register of Deeds as follows:

County Clerk/Register of Deeds

2013	\$ 75,804 76,987
2014	\$ 75,804 79,296
2015	\$ 75,804 79,296
2016	\$ 75,804 79,296

~~;~~ ~~and~~

~~**Be It Further Resolved** that the schedule of all other benefits remain the same as previously adopted by the Board of Commissioners.~~

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance
Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Elected Official Salary – County Sheriff

DATE: January 8, 2013

Motion Requested

Approve the recommended salary adjustment in Resolution #01-13.4 for the County Sheriff for the 2013 to 2016 term of office.

I. Background

- A. The Commissioners requested that the Administrator/Controller's Office conduct a salary study for the 5 elected officials for 2013, namely the Treasurer, Clerk/Register, Sheriff, Drain Commissioner, and Prosecutor.
- B. Some Board members stated that they preferred to set the salary for the position for the term of the election. Previously, elected officials had received the same increases non-union employees received annually.
- C. The six current elected officials (including the Register of Deeds) did not receive any additional compensation for 2012. Elected officials do not have salary ranges and thus do not receive steps as other employees.

II. Current Situation

- A. As we look at salaries for elected officials, we consider several factors:
 - 1. Comparables: We seek comparison with Counties of similar population and State Equalized Value (SEV). Other factors to consider are core city size, and cost of living. While it's practically impossible to have a perfect comparison sample, we try to mirror the complexity and resource indicators. For comparison purposes we select Counties with about 25% +/- of Jackson's population and SEV. The list includes: St. Clair, Livingston, Muskegon, Calhoun, Monroe, Saginaw, Eaton, and Berrien.

2. Salary of Subordinates: Salary of the elected officials' closest subordinates is considered when making salary adjustments, but is not the sole determinate.

B. Sheriff

1. Current Salary: Jackson County \$87,234
2. Comparables:

Eaton	\$89,070
St. Clair	\$83,981
Livingston	\$111,246
Saginaw	\$107,927
Muskegon	\$100,404
Calhoun	\$88,332
Monroe	\$95,994
<u>Berrien</u>	<u>\$95,008</u>
Average	\$95,466
Median	\$95,008
3. Subordinates Salary

Jackson Undersheriff	\$87,459
Captain	\$77,366
4. Recommendation – While the Sheriff's current salary is within the range of other comparable counties, it is about 9% shy of the average. It should also be noted that the range between the Sheriff and Undersheriff is virtually non-existent. However, given the continued economic uncertainty the Administrator/Controller's Office recommended a 2% increase for 2013 and 2014 to offset the State mandated 5% increase in health insurance premium share.

2013	\$88,979
2014	\$90,759
2015	\$90,759
2016	\$90,759

- C. The Personnel and Finance Committee met on January 7, 2013 and voted to recommend to the full board a one-time increase to the Sheriff's base salary of \$500 to put him ahead of the Undersheriff. The Personnel and Finance Committee recommended no increase for the remaining three years of the term.
- D. The attached resolution shows the changes made by the Personnel & Finance Committee in strike-out format.

III. Analysis

- A. **Strategic** – The County Sheriff supports the Board's Safe Community Strategy.

- B. **Financial** – A 2% increase (\$1,745) was budgeted in the 2013 budget. This will not require any additional appropriation. The increases in 2013 and 2014 were to be offset by additional employee cost shares for health insurance. This should be relatively cost neutral to both the County and employee. The \$500 increase to the Sheriff's salary is less than what was planned and budgeted for in the 2013 Budget.
- C. **Policy/Legal** – The Board has the responsibility of setting compensation for elected officials.
- D. **Timing** – The Board may only reduce an Elected Official's salary prior to an election and not effective until after the election, but the Board may increase an Elected Official's salary anytime.

IV. Recommendation

The Administrator/Controller recommends the Personnel & Finance Committee and Board of Commissioners approve the recommended salary adjustments for the County Sheriff in Resolution # 01-13.4 for the 2013 to 2016 term of office.

Attachments:

Resolution # 01-13.4

Jackson County Resolution 01-13.4
To Amend the Compensation Plan for the County of Jackson to Set
the Pay for the County Sheriff for the 2013 to 2016 Term of Office

WHEREAS, it is the responsibility of the Board of Commissioners to establish compensation and benefits for County Treasurer, Prosecuting Attorney, Sheriff, County Clerk/Register of Deeds, and Drain Commissioner (hereafter Elected officials); and

WHEREAS, the Board of Commissioners has previously established a compensation plan for Elected Officials; and

WHEREAS, the compensation plan has consistently been updated based on economic factors and the ability of the County to provide additional compensation. ~~;~~ and

~~**WHEREAS**, the 2013 Budget includes sufficient budgeted amounts to provide for a 2% increase to offset the 5% increase in the employee share of health care costs for the Elected Official.~~

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners sets the compensation plan for the County Sheriff as follows:

County Sheriff

2013	\$ 87,734 88,979
2014	\$ 87,734 90,759
2015	\$ 87,734 90,759
2016	\$ 87,734 90,759

~~;~~ and

~~**Be It Further Resolved** that the schedule of all other benefits remain the same as previously adopted by the Board of Commissioners.~~

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance
Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Elected Official Salary – County Drain Commissioner

DATE: January 8, 2013

Motion Requested

Approve the recommended salary adjustment in Resolution #01-13.5 for the County Drain Commissioner for the 2013 to 2016 term of office.

I. Background

- A. The Commissioners requested that the Administrator/Controller's Office conduct a salary study for the 5 elected officials for 2013, namely the Treasurer, Clerk/Register, Sheriff, Drain Commissioner, and Prosecutor.
- B. Some Board members stated that they preferred to set the salary for the position for the term of the election. Previously, elected officials had received the same increases non-union employees received annually.
- C. The six current elected officials (including the Register of Deeds) did not receive any additional compensation for 2012. Elected officials do not have salary ranges and thus do not receive steps as other employees.

II. Current Situation

- A. As we look at salaries for elected officials, we consider several factors:
 - 1. Comparable: We seek comparison with Counties of similar population and State Equalized Value (SEV). Other factors to consider are core city size, and cost of living. While it's practically impossible to have a perfect comparison sample, we try to mirror the complexity and resource indicators. For comparison purposes we select Counties with about 25% +/- of Jackson's population and SEV. The list includes: St. Clair, Livingston, Muskegon, Calhoun, Monroe, Saginaw, Eaton, and Berrien.

2. Salary of Subordinates: Salary of the elected officials' closest subordinates is considered when making salary adjustments, but is not the sole determinate.

B. Drain Commissioner

1.	<u>Current Salary:</u>	Jackson County	\$65,230
2.	<u>Comparables:</u>	Eaton	\$63,682
		St. Clair	\$58,847
		Livingston	\$98,365
		Saginaw	\$89,171
		Muskegon	\$75,080
		Calhoun	\$62,562
		Monroe	\$74,993
		Berrien	\$74,942
		Average	\$73,519
		Median	\$73,743
3.	<u>Subordinates Salary</u>	Chief Deputy Drain Commissioner	\$58,240
		Does not apply	N/A
4.	<u>Recommendation</u> – The Drain Commissioner's salary is within the range of comparable counties and there is sufficient distance between the Drain Commissioner and the Chief Deputy. The Administrator/Controller's Office recommended a 2% increases for 2013 and 2014 to offset the State mandated 5% increase in health insurance premium share.		
		2013	\$66,535
		2014	\$67,866
		2015	\$67,866
		2016	\$67,866

- C.** The Personnel and Finance Committee met on January 7, 2013 and voted to not recommend to the full board any adjustment to the Drain Commissioner's Salary.
- D.** The attached resolution shows the changes made by the Personnel & Finance Committee in strike-out format.

III. Analysis

- A. Strategic** – The Drain Commissioner supports the Healthy Community strategy of the Board's strategic plan.
- B. Financial** – A 2% increase (\$1,305) was budgeted in the 2013 budget. This will not require any additional appropriation.

- C. **Policy/Legal** – The Board has the responsibility of setting compensation for elected officials.
- D. **Timing** – The Board may only reduce an Elected Official’s salary prior to an election and not effective until after the election, but the Board may increase an Elected Official’s salary anytime.

IV. Recommendation

The Administrator/Controller recommends the Personnel & Finance Committee and Board of Commissioners approve the recommended salary adjustments for the Drain Commissioner in Resolution #01-13.5 for the 2013 to 2016 term of office.

Attachments:

Resolution #01-13.5

Jackson County Resolution 01-13.5
To Amend the Compensation Plan for the County of Jackson to Set
the Pay for the County Drain Commissioner for the 2013 to 2016 Term
of Office

WHEREAS, it is the responsibility of the Board of Commissioners to establish compensation and benefits for County Treasurer, Prosecuting Attorney, Sheriff, County Clerk/Register of Deeds, and Drain Commissioner (hereafter Elected officials); and

WHEREAS, the Board of Commissioners has previously established a compensation plan for Elected Officials; and

WHEREAS, the compensation plan has consistently been updated based on economic factors and the ability of the County to provide additional compensation; and

~~**WHEREAS**, the 2013 Budget includes sufficient budgeted amounts to provide for a 2% increase to offset the 5% increase in the employee share of health care costs for the Elected Official.~~

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners sets the compensation plan for the County Drain Commissioner as follows:

County Drain Commissioner

2013	\$66,535 <u>\$65,230</u>
2014	\$67,866 <u>\$65,230</u>
2015	\$67,866 <u>\$65,230</u>
2016	\$67,866 <u>\$65,230</u>

~~;~~ and

~~**Be It Further Resolved** that the schedule of all other benefits remain the same as previously adopted by the Board of Commissioners.~~

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



Jackson County

ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance
Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Elected Official Salary – County Treasurer

DATE: January 8, 2013

Motion Requested

Approve the recommended salary adjustment in Resolution #01-13.6 for the County Treasurer for the 2013 to 2016 term of office.

I. Background

- A. The Commissioners requested that the Administrator/Controller's Office conduct a salary study for the 5 elected officials for 2013, namely the Treasurer, Clerk/Register, Sheriff, Drain Commissioner, and Prosecutor.
- B. Some Board members stated that they preferred to set the salary for the position for the term of the election. Previously, elected officials had received the same increases non-union employees received annually.
- C. The six current elected officials (including the Register of Deeds) did not receive any additional compensation for 2012. Elected officials do not have salary ranges and thus do not receive steps as other employees.

II. Current Situation

- A. As we look at salaries for elected officials, we consider several factors:
 - 1. Comparables: We seek comparison with Counties of similar population and State Equalized Value (SEV). Other factors to consider are core city size, and cost of living. While it's practically impossible to have a perfect comparison sample, we try to mirror the complexity and resource indicators. For comparison purposes we select Counties with about 25% +/- of Jackson's population and SEV. The list includes: St. Clair, Livingston, Muskegon, Calhoun, Monroe, Saginaw, Eaton, and Berrien.

2. Salary of Subordinates: Salary of the elected officials' closest subordinates is considered when making salary adjustments, but is not the sole determinate.

B. Treasurer

1.	<u>Current Salary:</u>	Jackson County	\$73,075
2.	<u>Comparable:</u>	Eaton	\$63,682
		St. Clair	\$63,715
		Livingston	\$91,338
		Saginaw	\$89,313
		Muskegon	\$88,491
		Calhoun	\$74,546
		Monroe	\$72,152
		Berrien	\$74,942
		Average	\$76,642
		Median	\$73,473
3.	<u>Subordinates Salary</u>	Chief Deputy Treasurer	\$60,333
		Chief Assistant Treasurer	\$46,137
4.	<u>Salary Recommendation</u> – The Treasurer's salary is within the range of comparable counties. The Administrator/Controller's Office recommended a 2% increase for 2013 and 2014 to offset the State mandated 5% increase in health insurance premium share.		
		2013	\$74,537
		2014	\$76,028
		2015	\$76,028
		2016	\$76,028

- C. The Personnel and Finance Committee met on January 7, 2013 and voted to not recommend to the full board any adjustment to the Treasurer's Salary.
- D. The attached resolution shows the changes made by the Personnel & Finance Committee in strike-out format.

III. Analysis

- A. **Strategic** – The County Treasurer is responsible for investing the county's portfolio of assets. Earnings from those funds support the Board's strategic goals.
- B. **Financial** – A 2% increase (\$1,462) was budgeted in the 2013 budget.

- C. **Policy/Legal** – The Board has the responsibility of setting compensation for elected officials.
- D. **Timing** – The Board may only reduce an Elected Official's salary prior to an election and not effective until after the election, but the Board may increase an Elected Official's salary anytime.

IV. Recommendation

The Administrator/Controller recommends the Personnel & Finance Committee and Board of Commissioners approve the recommended salary adjustments for the County Treasurer in Resolution #01-13.6 for the 2013 to 2016 term of office.

Attachments:

Resolution #01-13.6

Jackson County Resolution 01-13.6
To Amend the Compensation Plan for the County of Jackson to Set
the Pay for the County Treasurer for the 2013 to 2016 Term of Office

WHEREAS, it is the responsibility of the Board of Commissioners to establish compensation and benefits for County Treasurer, Prosecuting Attorney, Sheriff, County Clerk/Register of Deeds, and Drain Commissioner (hereafter Elected officials); and

WHEREAS, the Board of Commissioners has previously established a compensation plan for Elected Officials; and

WHEREAS, the compensation plan has consistently been updated based on economic factors and the ability of the County to provide additional compensation;~~and.~~

~~**WHEREAS**, the 2013 Budget includes sufficient budgeted amounts to provide for a 2% increase to offset the 5% increase in the employee share of health care costs for the Elected Official.~~

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners sets the compensation plan for the County Treasurer as follows:

County Treasurer

2013	\$74,537 <u>73,035</u>
2014	\$76,028 <u>73,035</u>
2015	\$76,028 <u>73,035</u>
2016	\$76,028 <u>73,035</u>

~~;~~and

~~**Be It Further Resolved** that the schedule of all other benefits remain the same as previously adopted by the Board of Commissioners.~~

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Personnel & Finance
Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Elected Official Salary – County Prosecutor

DATE: January 8, 2013

Motion Requested

Approve the recommended salary adjustment in Resolution #01-13.7 for the County Prosecutor for the 2013 to 2016 term of office.

I. Background

- A. The Commissioners requested that the Administrator/Controller's Office conduct a salary study for the 5 elected officials for 2013, namely the Treasurer, Clerk/Register, Sheriff, Drain Commissioner, and Prosecutor.
- B. Some Board members stated that they preferred to set the salary for the position for the term of the election. Previously, elected officials had received the same increases non-union employees received annually.
- C. The six current elected officials (including the Register of Deeds) did not receive any additional compensation for 2012. Elected officials do not have salary ranges and thus do not receive steps as other employees.

II. Current Situation

- A. As we look at salaries for elected officials, we consider several factors:
 - 1. Comparable: We seek comparison with Counties of similar population and State Equalized Value (SEV). Other factors to consider are core city size, and cost of living. While it's practically impossible to have a perfect comparison sample, we try to mirror the complexity and resource indicators. For comparison purposes we select Counties with about 25% +/- of Jackson's population and SEV. The list includes: St. Clair, Livingston, Muskegon, Calhoun, Monroe, Saginaw, Eaton, and Berrien.

2. Salary of Subordinates: Salary of the elected officials' closest subordinates is considered when making salary adjustments, but is not the sole determinate.

B. Prosecutor

1.	<u>Current Salary:</u>	Jackson County Prosecutor	\$107,529
2.	<u>Comparables:</u>	Eaton	\$96,863
		St. Clair	\$107,778
		Livingston	\$131,153
		Saginaw	\$135,136
		Muskegon	\$139,731
		Calhoun	\$102,059
		Monroe	\$113,649
		Berrien	\$118,873
		Average	\$116,715
		Median	\$113,650
3.	<u>Subordinates Salary</u>	Deputy Prosecutor	\$97,780
		Chief of Administrative Services	\$63,365
4.	<u>Recommendation</u> – The Prosecutor's salary is within the range of comparable counties and there is sufficient distance between the Prosecutor and the Chief Deputy. The Administrator/Controller's Office recommended a 2% increase for 2013 and 2014 to offset the State mandated 5% increase in health insurance premium share.		
		2013	\$109,680
		2014	\$111,874
		2015	\$111,874
		2016	\$111,874

- C. The Personnel and Finance Committee met on January 7, 2013 and voted to not recommend to the full board any adjustment to the Prosecutor's Salary.
- D. The attached resolution shows the changes made by the Personnel & Finance Committee in strike-out format.

III. Analysis

- A. **Strategic** – The Prosecutor supports the County's Safe Community Strategy.
- B. **Financial** – A 2% increase (\$2,151) was budgeted in the 2013 budget.

- C. **Policy/Legal** – The Board has the responsibility of setting compensation for elected officials.
- D. **Timing** – The Board may only reduce an Elected Official’s salary prior to an election and not effective until after the election, but the Board may increase an Elected Official’s salary anytime.

IV. Recommendation

The Administrator/Controller recommends the Personnel & Finance Committee and Board of Commissioners approve the recommended salary adjustments for the County Prosecutor in Resolution #01-13.7 for the 2013 to 2016 term of office.

Attachments:

Resolution #01-13.7

Jackson County Resolution 01-13.7
To Amend the Compensation Plan for the County of Jackson to Set
the Pay for the County Prosecutor for the 2013 to 2016 Term of Office

WHEREAS, it is the responsibility of the Board of Commissioners to establish compensation and benefits for County Treasurer, Prosecuting Attorney, Sheriff, County Clerk/Register of Deeds, and Drain Commissioner (hereafter Elected officials); and

WHEREAS, the Board of Commissioners has previously established a compensation plan for Elected Officials; and

WHEREAS, the compensation plan has consistently been updated based on economic factors and the ability of the County to provide additional compensation;~~and.~~

~~**WHEREAS**, the 2013 Budget includes sufficient budgeted amounts to provide for a 2% increase to offset the 5% increase in the employee share of health care costs for the Elected Official.~~

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners sets the compensation plan for the County Prosecutor as follows:

County Prosecutor

2013	\$ 109,680 <u>107,529</u>
2014	\$ 111,874 <u>107,529</u>
2015	\$ 111,874 <u>107,529</u>
2016	\$ 111,874 <u>107,529</u>

~~;~~and

~~**Be It Further Resolved** that the schedule of all other benefits remain the same as previously adopted by the Board of Commissioners.~~

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



Jackson County ADMINISTRATOR/CONTROLLER

Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: Board of County Commissioners

FROM: Michael R. Overton
Administrator/Controller

SUBJECT: Public Hearing and Action on the Dissolution of the Jackson County Road Commission

DATE: January 8, 2013

Motion Requested

Proceed to ballot on the attached resolution to assume the powers and duties of the Jackson County Road Commission.

I. Background

- A. The Board of County Commissioners requested the Administrator/Controller's Office to study the feasibility of the Jackson County Board of Commissioners assuming the powers and duties of the County Road Commission.
- B. The Administrator/Controller Office issued its report to the Board of Commissioners on August 8, 2012.
- C. The Road Commission Ad Hoc Committee was re-convened to review the report and provide a recommendation to the Board of Commissioners.
- D. The Road Commission Ad Hoc Committee convened for 6 meetings hearing testimony from staff, management, union officials, and Road Commissioners. They concluded on November 26, 2012. Their recommendation was:

Because of the financial savings and synergies in Human Resources, Information Technology, Geographic Information Services (GIS), Finance and the true dollar savings from elimination of the Road Commissioners, the ad hoc committee recommends that the Jackson County Board of Commissioners assume the powers and duties of the Jackson County Road Commission as a county department under the supervision of the County Administrator/Controller with oversight and policy direction from the County Board of Commissioners.

- E. The Administrator/Controller's Office recommended the Board proceed to the public hearing process to gain additional feedback.

- F. The Administrator/Controller's Office has the capacity to administer this department in the same way we administer other County departments. Were the County to assume these responsibilities, the Road Department would report to the Agencies and Affairs Committee.
- G. The Board of Commissioners authorized two public hearings, the first on January 4, 2013 at 7:30 AM and the second on January 15, 2013 at 7 PM to receive public feedback on the decision of the Jackson County Board of Commissioners to assume the powers and duties of the Jackson County Road Commission.

II. Current Situation

- A. Two comments were received at the first public hearing on January 4, 2013. The second public hearing is to be conducted at this meeting.
- B. Following the public hearing the Board of Commissioners is requested to act on the attached resolution to dissolve or not to dissolve the Jackson County Road Commission.

III. Analysis

- A. **Strategic** – The duties of the road commission are consistent with the Boards strategic goals of having a safe community and of promoting economic development.
- B. **Financial** – There are some financial gains which have been outlined in the post-ad-hoc committee report to the Jackson County Board of Commissioners.
- C. **Legal** – Section 9 of Public Act 14 of 2012 requires that prior to adopting a resolution transferring the powers of an appointed board of the road commission to the County Board of Commissioners, that two public hearings be held on that issue. The second public hearing at this meeting satisfies this requirement. The Board of Commissioners is required to act by resolution if it wishes to take over these duties.
- D. **Customer/Service Level Impacts** – Transition of managerial authority would begin immediately. The Administrator/Controller's Office would meet with the current Road Commission Administration and employees. From a day to day service level impact, the public will see no change immediately. Operations will continue the same as it does today. Given that the Managing Director is leaving in June, we will immediately work on a transition plan. We will spend time getting to know the operations more intensively so that we can make the correct decisions for transition.
- E. **Timing** – There are no immediate time constraints to this decision. The Board of Commissioners has up to January 1, 2015 to make a decision.

IV. Recommendation

January 8, 2013

Public Hearing & Resolution to Dissolve

The Administrator/Controller recommends that the Board of Commissioners act on the attached resolution to assume the powers and duties of the Jackson County Road Commission.

Attachments:

Resolution # 01-13.8

Jackson County Resolution 01-13.8
RESOLUTION DISSOLVING THE BOARD OF THE JACKSON COUNTY ROAD
COMMISSION AND TRANSFERRING ALL OF ITS POWERS, DUTIES AND
FUNCTIONS TO THE JACKSON COUNTY BOARD OF COMMISSIONERS

WHEREAS, Public Acts 14 and 15 of 2012 authorize a county board of commissioners with an appointed board of county road commissioners to transfer the powers, duties, and functions that are provided by law (collectively referred to herein as "powers") for the road commission board to the county board of commissioners by majority vote; and

WHEREAS, the Jackson County Road Commission Board is an appointed board; and

WHEREAS, Section 9 of Public Act 14 of 2012 requires that prior to adopting a resolution transferring the powers of appointed board of the road commission to the county board of commissioners, that two public hearings be held on that issue; and

WHEREAS, the Jackson County Board of Commissioners properly noticed and did on January 4, 2013, and January 15, 2013, hold two public hearings as required by law and has therefore met the statutory prerequisite to taking the action set forth below;

NOW THEREFORE BE IT IS RESOLVED, pursuant to the authority set forth in Public Acts No. 14 and 15 of 2012, that the Jackson County Board of Commissioners hereby transfers the powers, duties, and functions provided by law for the Jackson County Board of Road Commissioners to the Jackson County Board of Commissioners, effective on January 16, 2013;

BE IT FURTHER RESOLVED that effective January 16, 2013, the Jackson County Board of Road Commissioners is dissolved;

BE IT FURTHER RESOLVED that the Jackson County Administrator/Controller is authorized to take all necessary and prudent steps to effectuate and facilitate the dissolution of the Jackson County Board of Road Commissioners and the transfer of its powers, duties, and functions provided by law to the Jackson County Board of Commissioners;

BE IT FURTHER RESOLVED that the Jackson County Board of Commissioners assigns supervision of the Road Commission staff to the County Administrator/Controller or his or her designee;

BE IT FURTHER RESOLVED that the transfer of all the powers, duties, and functions provided by law includes but is not limited to the following assets: real and personal property, furniture, equipment of every type, cash, and investments.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
January 15, 2013

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on January 15, 2013 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____