

County of Jackson
120 W. Michigan Ave.
Jackson, MI 49201
(517) 788-4335



BOARD OF COMMISSIONERS

Clifford E. Herl, District 1
David F. Lutchka, District 2
Jeffrey D. Kruse, District 3
Philip S. Duckham III, District 4
Earl J. Poleski, District 5
James C. Videto, District 6
James E. Shotwell, Jr., District 7
Gail W. Mahoney, District 8
Jonathan T. Williams, District 9
Patricia A. Smith, District 10
Michael J. Way, District 11
David K. Elwell, District 12

ELECTED OFFICIALS

Amanda Riska, Clerk
Dan Heyns, Sheriff
Mindy Reilly, Register of Deeds
Karen Coffman, Treasurer
Geoffrey Snyder, Drain Commissioner
Hank Zavislak, Prosecuting Attorney

COUNTY STAFF

Randy Treacher, Administrator/Controller and
Human Resources Director
Adam Brown, Deputy Administrator
Charles Adkins, Circuit Court Administrator
Tammy Bates, District Court Administrator
Andy Crisenbery, Friend of the Court
Gerard Cyrocki, Finance Officer
Connie Frey, IT Director
Brandon Ransom, Parks Director
Teresa Hawkins, Youth Center Director
Juli Ann Kolbe, Equalization Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Ric Scheele, Director-Fleet & Facilities Opns.
Jan Seitz, MSU Ext.-Jackson County Director
Marce Wandell, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer

County Commission Agenda **November 16, 2010**

Order of Business:

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Awards and Recognitions
7. Communications and Petitions
8. Special Orders/Public Hearing(s)
9. Public Comment
10. Special Meetings of Standing Committees
11. Minutes
12. Consent Agenda
13. Standing Committees
 - A. County Affairs
 - B. County Agencies
 - C. Human Services
 - D. Personnel & Finance
14. Unfinished Business
15. New Business
16. Public Comment
17. Commissioner Comment
18. Closed Session
19. Adjournment

Public Comment

Any person desiring to speak on a matter to the Board of Commissioners may do so under the Public Comment items near the beginning and end of the meeting. Please state your name and use the microphone. Please note that the Commission allocates a maximum of five minutes per individual at the beginning of the meeting and three minutes per individual at the end of the meeting for this purpose.

Consent Agenda

Items on the Consent Agenda are items generally routine in nature that have passed a Standing Committee and will be enacted by one motion and one vote. There will be no separate discussion on these items. Any Commissioner may remove an item from the Consent Agenda and it will be considered by separate motion at the proper place during the meeting.

Standing Committees

The Board of Commissioners operates under a Standing Committee system with the following Committees: County Affairs, County Agencies, Human Services, Personnel & Finance. All departments of the County coordinate their business through one of the Standing Committees. The Committees then forward their recommendations to the Board of Commissioners.

Closed Session

The Board of Commissioners is permitted under the Open Meetings Act to go into Closed Session to discuss labor contracts, purchase of property, and certain employee matters if requested by the employee. A two-thirds vote of the Commission is required to go into Closed Session.

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
November 16, 2010
7:00 p.m.
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** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Cliff Herl*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES** - Minutes of the 10/19/10 Annual Meeting of the Jackson County Board of Commissioners

Attachments:
*10/19/10 Annual Meeting Minutes
12. **CONSENT AGENDA (*Roll Call*)**
 - A. **County Affairs**
 1. **Extend Length of Term on the South Central Michigan Works! Board from 1 Year to 2 Years**

Attachments:
*Memo from Administrator/Controller
*Memo from President of SCMW!
 2. **Agricultural Conservation Easement and Scoring System**

Attachments:
*Agricultural Conservation Easement
*Jackson County Preservation Criteria Scoring System

3. Apportionment Report

Attachments:

- *Memo from Equalization Director
- *Apportionment Report

4. 2011 Aerial Imagery Project

Attachments:

- *Memo from Deputy Administrator regarding Imagery Project
- *Memo from GIS Coordinator regarding Imagery Project
- *Aerial Revenues

5. Mead & Hunt Contract for Preliminary Engineering Design Services for Runway 7-25

Attachments:

- *Memo from Airport Manager Regarding Mead & Hunt Contract and attachments

6. Contract Amendment with Commonwealth Associates for Demolition of Four Residential Structures

Attachments:

- *Memo from Airport Manager and attachments

B. County Agencies – None.

C. Human Services

7. Agreement Between Jackson County and Livingston County for Billing Clerk Services

Attachments

- *Memo from Health Officer regarding Billing Clerk Services Agreement

D. Personnel & Finance

8. Imaging Contract for Prosecuting Attorney's Office

Attachments:

- *Memo from IT Director regarding Imaging Contract
- *Imagesoft Contract

9. Budget Adjustments

- a. **Department on Aging**
- b. **Airport**
- c. **General Fund**

Attachments:

*Department on Aging Budget Adjustment

*Airport Budget Adjustment

*Memo from Finance Officer regarding General Fund Budget Adjustments

*General Fund Budget Adjustments

E. Other Business

10. Claims dated 10/1/10 – 10/31/10

Attachments: None.

13. STANDING COMMITTEES

A. **County Affairs – Commissioner Dave Lutchka** – None.

B. **County Agencies – Commissioner Gail W. Mahoney** - None.

C. **Human Services – Commissioner Mike Way** - None.

D. **Personnel and Finance – Commissioner James Videto** - None.

14. UNFINISHED BUSINESS – None.

15. NEW BUSINESS

A. Policies

1. New Fiscal Policy 1180 – Anti Fraud and Abuse

Attachments:

*Policy 1180

2. IT Policies

- a. **Revised Policy 6010 – Software Licenses**
- b. **Deleted Policy 6020 – Software Standardization**
- c. **Revised Policy 6030 – E-mail**

Attachments:

*Policies 6010, 6020, 6030

3. New Personnel Policy 3370 – Conflict of Interest

Attachments:

*Policy 3370

4. Waive Personnel Policy 3100 for the Appointment of the Human Resources Director Position

Attachments:

*Memo from Administrator/Controller

*Policy 3100

16. PUBLIC COMMENTS

17. COMMISSIONER COMMENTS

18. CLOSED SESSION – None.

19. ADJOURNMENT

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
ANNUAL MEETING
October 19, 2010
7:00 p.m.
Commission Chambers – 5th Floor Tower Building

1. **CALL TO ORDER** – Chairman Steve Shotwell called the October 19, 2010, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.

2. **INVOCATION** – *by Commissioner David Elwell*

3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*

4. **ROLL CALL** – *County Clerk Amanda Riska*

(11) Present at time of Roll Call. Commissioners Herl, Lutchka, Kruse, Duckham, Videto, Mahoney, Williams, Smith, Way, Elwell and Shotwell. Commissioner Poleski arrived at 7:02 p.m.

5. **APPROVAL OF AGENDA**

Moved by Mahoney, supported by Williams for Approval of the Agenda. Motion carried unanimously.

6. **AWARDS & RECOGNITIONS**

A. **Drug Court Grant**

Judge Schmucker provided an update on the Recovery Court Grant.

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

8. **SPECIAL ORDERS/PUBLIC HEARINGS**

A. **Strategic Plan Update**

Updates to the Strategic Plan were presented by representatives of the Strategic Implementation Team.

9. **PUBLIC COMMENTS**

Steve Noble from Recycling Jackson encouraged recycling.

Mike Razkowski complemented the Board on addressing legacy costs, but also had some major concerns.

Brad Van Guilder, staff on Ecology Center, spoke regarding the incinerator and recycling.

Ron Markowski asked for support for his appointment to the DHS Board.

Brad Williams spoke in support of Ron Markowski for appointment to the DHS Board. He also requested a resolution honoring Tanda Reynolds on her retirement from the Department of Human Services.

Rob Gaeke is in favor of closing incinerator.

Peg Clevenger would like to expand recycling and close the incinerator.

Patricia Rayl stated she is running for County Commissioner in District #7.

Mark Minich, member of the Sierra Club, is opposed to incineration.

John Hart, JPS School Board candidate, is opposed to the incinerator.

Nancy Smith is in favor of recycling.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

11. **MINUTES** - Minutes of the 9/21/10 Regular Meeting of the Jackson County Board of Commissioners

Moved by Videto, supported by Mahoney to Approve the Minutes of the 9/21/10 Regular Meeting of the Jackson County Board of Commissioners. Motion carried unanimously.

12. **CONSENT AGENDA**

Cmr. Poleski asked that Item 12. A. 4. be removed from the Consent Agenda. Item will be moved to Item 13. A. 2. under County Affairs.

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

A. **County Affairs**

1. **Lime Lake County Park Parking Lot Project**
2. **Resolution (10-10.33) regarding MDOT Aeronautics Sponsor Contract Update Environmental Assessment and Section 106 Coordination for Woodville Road Historical House (Parcel #90)**
3. **Resolution (10-10.35) Authorizing the Purchase of Four Woodville Road Parcels for the Runway 7-25 Safety Area Project**
4. ~~**Request by Modern Waste Systems, Inc. for a Letter of Consistency With Jackson County's Solid Waste Plan**~~

B. **County Agencies** – None.

C. **Human Services**

5. **Resolution (10-10.36) Department of Human Services Board of Directors Resolution for Use of Post 1998 Maintenance of Effort (MOE) Fund for Payment to Bond for Jackson County Medical Care Facility**
6. **REACH US Legacy Grant Interlocal Agreement**
7. **CPBC Allocations for FYE 9/30/2011**

D. Personnel & Finance

8. **Resolution (10-10.32) Adopting Amendment No. 2 to the 2009 County of Jackson Second Amended and Restated Section 125 Cafeteria Plan**
9. **Intergovernmental Agreement Between the City of Jackson and the County of Jackson for the Provision of Human Resource Functions**
10. **Retiree Health Benefits**
11. **Budget Adjustments**
 - a. **Parks**

E. Other Business

12. **Claims dated 9/1/10 – 9/30/10**

13. STANDING COMMITTEES

A. County Affairs – *Commissioner Dave Lutchka*

1. Appointments

- a. **Department of Human Services** – one public member, term to 10/31/13

Comr. Lutchka stated that the committee recommended Ron Markowski. No other nominations from the floor. Ron Markowski appointed.

- b. **Land Bank Authority**

- one Township representative, term to 10/31/14

Comr. Lutchka stated that the committee recommended Denise Butler. No other nominations from the floor. Denise Butler appointed.

2. **Request by Modern Waste Systems, Inc. for a Letter of Consistency With Jackson County's Solid Waste Plan**

Moved by Lutchka, supported by Poleski to Approve the Request of Modern Waste Systems, Inc. for a Letter of Consistency With Jackson County's Solid Waste Plan. (11) Yeas. Commissioners Herl, Lutchka, Kruse, Poleski, Videto, Shotwell, Mahoney, Williams, Smith, Way, and Elwell. (1) Abstained: Commissioner Duckham. Motion carried.

B. County Agencies – *Commissioner Gail W. Mahoney* - None.

C. Human Services – *Commissioner Mike* - None.

D. Personnel and Finance – *Commissioner James Videto* - None.

14. UNFINISHED BUSINESS – None.

15. **NEW BUSINESS**

A. **Assistant Prosecutor's Association Tentative Agreement Summary**

Moved by Mahoney, supported by Lutchka to Approve the Contract for the Assistant Prosecutor's Association Tentative Agreement Summary. Roll Call: (12) Yeas.
Motion carried unanimously.

B. **New Policy**

1. **New Purchasing Policy 2025 – Design Build Purchasing Procedure**

Moved by Kruse, supported by Mahoney to Approve New Purchasing Policy 2025 – Design Build Purchasing Procedure. Motion carried unanimously.

C. **Waive Personnel Policy 3100 – Department Head Selection Process – for the appointment of the Director position in the Department on Aging**

Moved by Mahoney, supported by Duckham to Waive Personnel Policy 3100 – Department Head Selection Process – for the appointment of the Director position in the Department on Aging. Motion carried unanimously.

D. **Establish Road Commission Ad Hoc Committee**

Moved by Mahoney, supported by Elwell to Establish Road Commission Ad Hoc Committee. Motion carried unanimously.

Administrator/Controller Treacher stated that this procedure requires the appointment of three County Commissioners that are not currently on the County Affairs Committee. He asked that in order to keep on schedule and make the appointment in December, that the Commissioners be appointed at this meeting.

Chairman Shotwell recommended that Cmr. Videto, Cmr. Shotwell, and Cmr. Williams be appointed. *Moved by Mahoney, supported by Duckham to Concur with the Chair's Recommendation.* Motion carried unanimously.

16. **PUBLIC COMMENTS**

Ron Markowski thanked the Board for his appointment to the DHS Board.

Karen Dunigan spoke about an intergovernmental agreement between the City and the County.

Denise Butler thanked the Board for her appointment to the Land Bank Authority.

Brad Van Guilder spoke in support of recycling.

17. **COMMISSIONER COMMENTS**

Cmr. Duckham thanked Mayor Dunigan for the City's efforts to share services.

Cmr. Williams also thanked the City for their cooperation on sharing services with the County.

Cmr. Videto thanked Staff and the Community for work on the Strategic Plan.

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the October 19, 2010 Meeting of the Jackson County Board of Commissioners at 8:34 p.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk



Jackson County ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller
Adam J. Brown, Deputy Administrator

November 3, 2010

TO: Board of Commissioners

FROM: Randy Treacher

RE: South Central Michigan Works! Board Appointment

Currently the Commissioner members of the SCMW! Board are appointed each year. We recently discovered that board members from other counties are appointed for multi-year terms. Attached, you will find an e-mail from Christine Quinn, President of SCMW! that states each appointing entity can decide the terms of their appointments.

As these appointments are made at the organizational meeting in January, it would seem logical to make them two year appointments to run concurrently with the terms of the Board. Most of your appointments to various other boards/commissions are already three years or longer, so this extension of one year to the SCMW! will provide consistency and frankly, less work for our office.

It is my recommendation to forward to the Board of Commissioners a motion to establish the terms of the Board of Commissioner appointments to the South Central Michigan Works! Board to two years with the change to commence in January 2011.

Jackson County Tower Bldg., 120 W. Michigan Avenue, Jackson, MI 49201
Phone: (517) 788-4335 FAX: (517) 780-4755

From: "Christine Quinn" <cquinn@scmw.org>
To: "Susanne Schweizer" <:sschweiz@co.jackson.mi.us>
CC: "Randy Treacher" <RTREACHE@co.jackson.mi.us>, "Maggie Flaherty" <mflaher...>
Date: 10/6/2010 2:04 PM
Subject: RE: Commissioner Terms on SCMW! Board

According to the agreement, The Consortium Board consists of seven (7) members who are serving as county commissioners (Jackson County has three)...each county shall establish their own rules and procedures for selection...The person appointed by each unit of government shall serve for their elected term of office or until they are removed at the will of the selecting respective unit of government.

Christine

Christine Quinn, CWDP: BES, MS; CFM; cBSP
President
South Central Michigan Works - Administration
310 W. Bacon St.
Hillsdale, MI 49242
517.437.0990 ext. 108
Fax 517.439-4388
www.scmw.org

**AGRICULTURAL CONSERVATION EASEMENT
JACKSON COUNTY FARMLAND PRESERVATION COMMITTEE**

BY THIS AGRICULTURAL CONSERVATION EASEMENT (hereafter “Conservation Easement” or “Easement”), made this ____ day of ____, 20__, that _____ (hereafter “Grantor”) conveys and warrants to **THE JACKSON COUNTY BOARD OF COMMISSIONERS** (hereafter “Local Grantee”), whose address is 120 W. Michigan Ave., Jackson, MI 49201 and **MICHIGAN DEPARTMENT OF AGRICULTURE FOR AND ON BEHALF OF THE STATE OF MICHIGAN** (hereafter “State grantee”), whose address is Environmental Stewardship Division, Department of Agriculture, PO Box 30449, Lansing, MI 48909, a perpetual Agricultural Conservation Easement (hereafter “Easement”) on the following described premises (hereafter “Property”) situated in the Township of _____, County of Jackson, State of Michigan:

PROPERTY DESCRIPTION: Legal Description herein attached as Exhibit “A”.

Both the State Grantee and Local Grantee are collectively referred to as the Grantee, if not referred to individually.

THE GRANTOR AND THE GRANTEE AGREE TO THE FOLLOWING:

1. PURPOSES AND VALUES:

1.1. PURPOSES OF THIS CONSERVATION EASEMENT AND
COMMITMENTS OF THE GRANTOR AND THE GRANTEE

1.2. This Conservation Easement preserves open space and will yield a significant public benefit, pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and

1.2.1. Will perpetually preserve the Property’s agricultural use, including the protection of prime, unique or important soils, by preventing any use that would significantly impair or interfere with the conservation values as established or defined by the Baseline Documentation Report.

1.2.2. These purposes will be referred to as the “Purposes” in this Conservation Easement.

1.2.3. The Grantor of the Property is committed to preserving the Conservation Values of the Property. The Grantor agrees to confine use of the Property to activities consistent with the Purposes and the preservation of the Conservation Values. Any uses of the Property which may impair or interfere with the Conservation Values are expressly prohibited.

1.2.4. The Grantee (i) is a qualified holder of this Conservation Easement committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement (ii) is a “public body” entitled to hold this Easement under the Conservation and Historic Preservation Easement, Sub Part 11 of Part 21 of Natural Resources and Environmental Protection Act, MCL §§ 324.2140 et seq., (iii) has the resources to enforce this Easement, (iv) preserves open spaces, including farms and forests, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies and where it will yield a significant public benefit, and (v) protects natural habitats of fish, wildlife, plants, and the ecosystems that support them.

1.3. **CONSERVATION VALUES.** The Property possesses natural, scenic, historic, open space, scientific, biological, and ecological values (**DELETE THOSE THAT DO NOT APPLY**) of prominent importance to the Grantor, the Grantee, and the public. These values are referred to as the “Conservation Values” in this Easement. Certain Conservation Values may have relevance to more than one Purpose, even though they are listed only once. The Conservation Values include the following:

1.3.1. **AGRICULTURAL VALUES:** The Property consists of “prime farmland” and “farmland of local importance.” Approximately XX% of the land is classified as such by the U.S. Department of Agriculture and the Natural Resources Conservation Service.

1.3.1.1. The Property has a long history of productive farming and contains significant areas with soil classifications designated as (**INSERT**).

1.3.1.2. The Property is located within (**INSERT**) Township, a community with an agriculture-based economy in an area presently experiencing rapid development, including the subdivision of prime farmland.

1.3.1.3. The Property will create a buffer between parcels under development pressure and adjacent farmland and will therefore aid in protecting that farmland.

1.3.1.4. Preservation of the Property will act as a positive demonstration project for the area and will support existing farmland preservation

efforts in the community

1.3.1.5. There is a reasonable possibility that the Grantee may acquire other valuable property rights on nearby or adjacent properties to expand the Conservation Values preserved by this Conservation Easement.

1.3.2. **SCENIC VALUES:** The Property provides open space for the scenic enjoyment of the general public and will yield a significant public benefit through:

1.3.2.1. A scenic landscape and natural character which would be impaired by modification of the Property;

1.3.2.2. A scenic panorama visible to the public from publicly accessible sites;

1.3.2.3. Relief from urban closeness;

1.3.2.4. Prominent visibility to the public from **(INSERT)**, and, which will enhance tourism if preserved in its natural state; and

1.3.2.5. The Property is desirable for substantial residential development because of its size, location, and orientation and in the absence of this Conservation Easement, the Property could be developed in a manner that would destroy the Conservation Values.

1.3.3. **PUBLIC POLICY:** The Property is preserved pursuant to a clearly delineated federal, state, or local conservation policy and yields a significant public benefit. The following legislation, regulations, and policy statements establish relevant public policy:

1.3.3.1. The State of Michigan has recognized the importance of protecting our natural resources as delineated in the 1963 Michigan Constitution, Article IV, Section 52, "The conservation and development of the natural resources of the state are hereby declared to be of paramount public concern in the interest of the health, safety, and general welfare of the people. The legislature shall provide for the protection of the air, water, and other natural resources of the state from pollution, impairment, and destruction.";

1.3.3.2. Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.2140 *et seq.*;

1.3.3.3. Farmland and Open Space Preservation, Part 361 of the Michigan Natural Resources and Environmental Protection Act - MCL §§ 324.36101 *et seq.*;

- 1.3.3.4. Soil Conservation, Erosion, and Sedimentation Control, Parts 91 & 93 of the Michigan Natural Resources and Environmental Protection Act – MCL §§ 324.9101 *et seq*; 324.9301 *et seq*; (Legislative Policy § 324.9302);
- 1.3.3.5. The Township / County of **(INSERT)** has designated this area as **part of an Agricultural Preservation Zone** in its Comprehensive Plan dated **(INSERT)**;
- 1.3.3.6. **(Insert other local policy statements which apply).**
- 1.3.3.7. The following public funding sources were utilized in the purchase of the Property: **(INSERT)**
- 1.3.4. **NATURAL HABITAT:** The Property includes natural habitats for fish, wildlife and plants and possesses the following qualities that would be impaired by the development of the Property:
- 1.3.4.1. The Property provides vital corridor wetlands and upland wildlife habitats which serve as a connection for wildlife movement and create a natural “greenway” **(INSERT AREA)**;
- 1.3.4.2. Valued native forest land exists on the Property, which includes diverse native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees and downed logs **(EDIT FOR EACH SITUATION)**;
- 1.3.4.3. The Property provides important natural land within the watershed of **(INSERT)**. Protection of the Property in its natural and open space condition helps to ensure the quality and quantity of water resources for the **(INSERT)** area;
- 1.3.4.4. Sections of the Property are situated on hillsides with slopes greater than 20% that are adjacent to or in close proximity to **(INSERT BODY OF WATER OR STREAM)** and the vegetated slopes would be highly susceptible to erosion damage and accelerated storm water runoff that could adversely affect water quality if the trees or other vegetation were removed;
- 1.3.4.5. The Property lies in close proximity to the following conserved properties which similarly preserve the existing natural habitat: **(INSERT)**;
- 1.3.4.6. This Easement protects a natural area which contributes to the ecological viability of a local, state, or national park, nature preserve,

wildlife refuge, wilderness area, or similar conservation area; and
[IDENTIFY)

1.3.4.7. Preservation of the Property enables the Grantor to integrate the Conservation Values with other neighboring lands.

2. BASELINE DOCUMENTATION. Specific Conservation Values of the Property have been documented in a natural resource inventory signed by the Grantor and the Grantee. This “Baseline Documentation Report”, dated ____, 20__, which is incorporated herein by reference and attached as Exhibit B to this Easement, and on file at the office of the Grantee, consists of maps, a depiction of all existing human-made modifications, prominent vegetation, identification of flora and fauna, land use history, distinct natural features, and photographs. The parties acknowledge that the Baseline Documentation Report is an accurate representation of the Property at the time of this transaction. The Grantee may use the Baseline Documentation Report in enforcing the provisions of this Conservation Easement but is not limited to the use of the Baseline Documentation Report to show a change in conditions. Any characterization of the terms of this Conservation Easement contained in the Baseline Documentation Report shall not be interpreted so as to alter, amend, or otherwise modify this Conservation Easement. In any conflict or inconsistency between the terms of this Conservation Easement and the Baseline Documentation Report, the terms of this Conservation Easement shall prevail.

3. PROHIBITED ACTIONS:

3.1. **Subdivision.** Except as allowed in Section ____, below, the legal or defacto subdivision of the Property, including any subdivision, short subdivision, platting, binding site plan, testamentary division, or other process by which the Property is divided into lots or in which title to different portions of Property is held by different Grantors is prohibited. The Grantor shall also not indirectly subdivide all or any part of the Property though the allocation of property rights among partners, shareholders, or members of any entity, the creation of a horizontal property regime, leasing, partitioning among tenants in common, or any other means. Notwithstanding the foregoing, this term shall not be interpreted to prohibit leases for agricultural purposes as defined in Section ____, below.

3.2. **Commercial Activities.** Any Commercial activity on the Property is prohibited, except for de minimis Commercial recreational activity as such terms are defined in Internal Revenue Code Section 2031(c)(8)(B)(see Section 4.5.5) . “Commercial” means any use or activity engaged in with the intent to obtain money and/or any other item of economic value in exchange for any product or service produced by such use or activity, or that results in the receipt of money and/or any other item of economic value from the exchange of any product or service produced by such use or activity, notwithstanding the absence of any profit from such use or activity.

Notwithstanding the foregoing, this term shall not be interpreted to prohibit the use of the Property for agricultural purposes as defined in Section ____, below.

- 3.3. **Industrial Activities.** Any industrial activity on the Property is prohibited.
- 3.4. **Construction.** The placement or construction of any human-made modifications, including, but not limited to, structures, buildings, fences, roads, and parking lots is prohibited, except as identified in Section ____.
- 3.5. **Cutting Vegetation.** Any cutting of trees or vegetation, including, but not limited to, pruning or trimming, is prohibited, except for the cutting or removal of trees or vegetation which pose a reasonably imminent threat to human life or property, or those which are necessary for the conduct of agricultural practices.
- 3.6. **Alteration of Land.** Filling, excavating, dredging, removal of top soil, building of roads or changing in the topography of the land in any manner is prohibited. This paragraph shall not prohibit Grantor from maintaining existing farm lanes, from utilizing topsoil, sand, or gravel for the farming operation, or from making landscape alterations consistent with existing agricultural practices. Grantor shall notify Grantee and obtain approval for any land modification in excess of one (1) acre as required in Paragraph 8 of this Conservation Easement. Grantee may not approve a land modification in excess of one (1) acre that is inconsistent with the preservation of the Property for agricultural uses.
- 3.7. **Mining.** Exploring for or developing, extracting, removing, drilling for, storing, saving, transporting, treating, processing, marketing, or otherwise utilizing, by any means ("Mine" and "Mining"), coal, lignite, limestone, geothermal resources, fossils, metals, ores, sand, gravel, rock, stone, aggregate, peat, clays, marl, earth, soil, and other minerals ("Mineral Resources") on or below the surface of the Property is prohibited. The terms "Mine" and "Mining" shall, furthermore, include the treatment, processing, storage, transport, and other handling of effluent, tailings, and other waste or byproducts created or produced during the Mining of Mineral Resources. Oil and gas exploration may be conducted according to the terms of Section ____, below.
- 3.8. **Dumping.** Processing, storage, dumping, or disposal of liquid, solid, natural or man-made waste, refuse, or debris on the Property is prohibited, except for manure and human waste in a properly designed and authorized waste system. Manure shall be disposed of in a manner consistent with a nutrient management plan on file with the Grantee and in accordance with all applicable federal, state, and local laws.

- 3.9. **Water Courses, Ground Water.** Natural water courses, lakes, wetlands, or other bodies of water may not be altered and water from ground or surface sources may not be diverted, except that ground water may be utilized for purposes of irrigation as identified in Section ____.
- 3.10. **Off-Road Recreational Vehicles.** Motorized off-road vehicles such as, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles may not be operated off of designated roads on the Property, except as required for conduct of agricultural activities.
- 3.11. **Signs and Billboards.** Billboards and signage at the Property are prohibited other than signs in compliance with applicable zoning and other laws that do not exceed ____ square feet in sign area and that are displayed to state (i) the name and address of the Property or the Grantor's name, (ii) that the area is protected by a Conservation Easement, (iii) prohibit any unauthorized entry or use, (iv) advertise or designate an agricultural use or home based business at the Property or (v) advertise the sale or rent of the Property.
- 3.12. **Utilities.** Installation of new utilities is prohibited, except that the Grantor may install utilities necessary for permitted uses of the Property as long as such installation is not inconsistent with the Purposes of this Conservation Easement and is done only after written notice to Grantee thirty (30) days in advance of any recording of a utility agreement. Installation of permitted utilities shall be completed in such a manner as to minimize to the greatest extent possible impact on prime, unique, and important soils. Under no circumstance may the topography be altered permanently. All earth movement must occur within a specified time frame, as determined by the Grantee, and the topography must be returned to pre-existing conditions in accordance with the Baseline Documentation Report. Future easements shall be expressly subordinate to this Conservation Easement. Prior to granting such an easement, Grantor shall notify and obtain approval from the Grantee of proposed easements via registered mail.
4. **PERMITTED USES.** The Grantor retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:
- 4.1. **Right to Convey.** The Grantor retains the right to sell, mortgage, bequeath,, assign, lease, or donate the Property. Any document of conveyance shall indicate the existence of this Easement, and incorporate within it, the terms of the Easement. Any subsequent owner or beneficiary of an interest in the Property will be bound by all obligations in the Easement. Grantor will notify Grantee of the conveyance of any interest in the Property, at least 30 days before the conveyance, by registered mail.

- 4.2. **Limited Right to Subdivide:** In accordance with the boundaries identified in the Baseline Documentation Report, Grantor retains the right to a maximum of ___ divisions, which will result in a maximum of ___ separate parcels. If the property is divided, it will be divided into parcels no smaller than 40 acres. All parcels created by the division of the property will remain subject to this Conservation Easement. The right of construction will not apply to any new parcel created by the ___ allowable divisions of the subject property. Grantor shall provide notification of possible divisions or subdivisions as required in Section ____.
- 4.3. **Agricultural Use.** Grantor retains the right to continue agricultural use. For purposes of this Conservation Easement, agricultural use means substantially undeveloped land devoted to the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including the breeding and grazing of cattle, swine, captive cervidae, equines and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities. Fallen trees may be removed from arable land and any invasive species that adversely impact agricultural uses may be removed. Aquaculture may be practiced, provided structures required for such practice shall be accommodated within the impervious surface limitations included in Section _____. The use of farm machinery, rider mowers and all-terrain vehicles is permitted solely for agricultural purposes so long as their use remains consistent with the Conservation Values.
- 4.4. **Forestry.** Grantor retains the right to conduct forestry activities for domestic and commercial purposes. Domestic forestry includes the cutting of firewood (only for heating of residences and other structures on the Property), blowdowns, dead and diseased trees, the removal of trees and hedge rows to improve the farming operation and trees that pose reasonably imminent threats to persons or property. Commercial forestry activities shall be in accordance with a Forest Management Plan prepared by or in consultation with a registered professional forester, and approved by the Grantee. The goals of such commercial timbering practices or plans shall include the preservation of the conservation and scenic characteristics of the woodlands and wetlands and the maintenance of a healthy forest, and shall assure sustainable forest productivity in a manner not inconsistent with the Purpose of this Conservation Easement. No practice or plan shall include provisions allowing clear cutting or even-aged management. For the purposes of this subparagraph, “commercial timbering” shall mean any cutting of trees for sale or use off the property other than by Grantor for Grantor’s personal, non-commercial use. Such activities shall not materially impair the Conservation Values of the Protected Property.
- 4.5. **Construction.** The Protected Property may be used and developed as follows:

- 4.5.1. **Existing Residential Structures.** The existing residential dwelling and related accessory buildings and structures may be maintained, repaired, remodeled, improved, expanded and replaced in substantially their same location. Any expansion or replacement of an existing building or structure shall not extend to any area outside the Building Envelope (defined below) nor substantially alter the building, its character, or function and shall not exceed its current total covered ground area or footprint by more than **twenty-five percent or _____**.
- 4.5.2. **New Structures.** Structures may be built for uses consistent with farm operations, if built within the designated farmstead complex as identified by the Baseline Documentation Report, and if the total impervious surface area does not exceed two percent of the Property. Structures which may be built include a residence for an individual essential to the operation of the farm. An individual essential to the farming operations means a co-Grantor, partner, shareholder, farm manager or family member, who, to a material extent, cultivates, operates, or manages the Property. An individual is considered involved to a material extent if that individual does one or more of the following: 1) has a financial interest equal to or greater than one-half the cost of producing the crops, livestock or protects, and inspects, advises and consults with the Grantor on production activities, and 2) works 1040 hours or more annually in activities connected with production of the farming operation. Only one residential structure is permissible on the Property, notwithstanding permissible divisions. Structures built must be in conformance with all applicable federal, state and local laws, ordinances and regulations. Such structures are subject to the Notification provisions in Section __, and to the approval of the Local Grantee.
- 4.5.3. **Building Envelope and Farmstead Complex.** Unless otherwise indicated, the Building Envelope and Farmstead Complex are coterminous, and described below and/or show in Exhibit __, the excerpt from the Baseline Documentation Report.
- 4.5.4. **Improvements.**
- 4.5.4.1. Irrigation systems may be developed subject to the approval of appropriate state and local authorities; said systems are subject to the Notification provisions of Section ____.
- 4.5.4.2. Existing roads and farm lanes as identified in the Baseline Documentation Report may be maintained and repaired in their current state. No new roads may be constructed, except for unpaved roads necessary for agricultural operations on the Property if the impact to prime, unique and important soils is minimized to the greatest extent possible. Such roads are subject to the approval of the Grantee.

4.5.4.3. Alternative energy: Wind, solar and similar systems may be installed within the farmstead complex. The installation of such systems outside the farmstead complex shall be subject to the approval of the Grantee. Such approval shall be granted, provided the installation of such systems does not impair the preservation for the Property for agricultural purposes.

4.5.4.4. Agricultural Improvements: Fences, turnout shelters and other non-permanent structures may be constructed outside the farmstead parcel, and shall be considered in the calculation of impervious surfaces.

4.5.4.5. Notice: The Grantor will give the Grantee notice as set in paragraph ___ of this Easement before beginning construction permitted under this section titled Improvements.

4.5.5. **Home Business and Customary Rural Enterprises.** The Property may be used for professional offices, day care, production and sale of crafts, and other home-based businesses conducted by and in the home of a person residing on the Property, subject to the applicable federal, state and local laws. The Property may also be used for customary rural enterprises such as farm machinery repair or firewood distribution or as a bed and breakfast or similar small inn. Storage, wholesale marketing or processing of agricultural products, or direct sale to other agricultural operations is permitted. Retail farm stands are permitted, provided more than 50% of the merchandised product is produced within 100 miles of the Property. No additional buildings, roads or parking lots not otherwise permitted under this Easement may be constructed to accommodate these activities.

4.5.6. **Recreational and Educational Uses.** The Property may be used for **[INSERT AS APPLICABLE] [hunting, hiking, cross-country skiing, horseback riding, camping, nature observation or study]**, and other similar low impact recreational and educational programs or activities. Minor temporary structures such as tents, trail barriers, duck blinds or deer stands and informational kiosks may be placed on the Property in conjunction with these activities. The Property may not be used for more than minimal commercial recreational purposes, in the sole discretion of the Grantee. By prohibiting more than a de minimis use of the Property for commercial outdoor recreation, it is the intent of the parties to prevent the Property from becoming the site of a commercial recreational enterprise, such as a commercial campground, a golf course, a commercial ski area, an exclusive hunting grounds or club, a commercial site for a snowmobiling, ATV, motocross or other racetrack, a dressage field, or other similar intensive or predominantly commercial use, but this restriction shall not be construed to mean the occasional or casual use of or access to the Property by individuals or groups who pay a fee to a guide, educator or outfitter to supervise outdoor recreational activities.

- 4.5.7. **Impervious Surfaces Limitation.** Notwithstanding any other provision of this Easement, any activities of the Grantor otherwise permitted under this Article 4 shall be limited so that any impervious surfaces, which include residential buildings, agricultural buildings (with or without flooring) and paved areas both within and outside the Building Envelope shall not exceed two percent (2%) of the total easement acreage.
- 4.5.8. **Oil and Gas Extraction:** Grantee may explore for and extract natural gas and oil upon review and approval by the Local Grantee. Exploration and extraction activities shall be limited to one acre in size for the entire Property, and the impact on all soils shall be minimized to the greatest extent possible. The land area shall be returned to pre-exploration and extraction conditions within one year from the date of discontinuance of the exploration and extraction operation. Any future leases associated with the exploration of oil and gas shall be subordinate to the terms and conditions of this Easement. Grantor shall notify Local Grantee and obtain approval for any exploration and extraction activity, as required in Section ____.
5. **RIGHTS OF THE LOCAL GRANTEE.** The Grantor conveys the following rights upon the Local Grantee to perpetually maintain the Conservation Values of the Property:
- 5.1. **Right to Enter.** The Grantee has the right to enter the Property at reasonable times to monitor the Property and to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. Notwithstanding the foregoing, the Grantee may not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property or permit others to enter the Property. The general public is not granted access to the Property under this Conservation Easement.
- 5.2. **Right to Preserve.** The Grantee has the right to prevent any activity on or use of the Property that is inconsistent with the Purposes or detrimental to the Conservation Values of the Property.
- 5.3. **Right to Require Restoration.** The Grantee has the right to require the Grantor to restore the areas or features of the Property which are damaged by any activity inconsistent with this Conservation Easement at Grantor's sole expense.
- 5.4. **Signs.** The Grantee has the right to place signs on the Property which identify the land as protected by this Conservation Easement. The number and location of any signs are subject to the Grantor's approval, which shall not be reasonably withheld.
6. **LOCAL GRANTEE'S REMEDIES.**
- 6.1. **Delay in Enforcement.** A delay in enforcement shall not be construed

as a waiver of the Grantee's right to enforce the terms of this Conservation Easement.

- 6.2. **Acts Beyond Grantor's Control.** The Grantee may not bring an action against the Grantor for modifications to the Property resulting from causes beyond the Grantor's control, including unauthorized actions by third parties, natural disasters such as unintentional fires, floods, storms, natural earth movement, or a Grantor's reasonable actions in response to an emergency resulting in changes to the Property. The Grantor has no responsibility under this Conservation Easement for such unintended modifications, but the Grantee may bring an action in law and/or equity against a third-party for modifications that impair the Conservation Values.
- 6.3. **Maintenance.** Should the property cease to be used for agricultural purposes for more than three years, the agricultural fields will be mowed at least biannually, or otherwise maintained in a condition that prevents the growth of woody vegetation interfering with drainage systems, or the reversion of significant portions of the Property to regulated wetlands status. Similarly, during prolonged periods of non-use for agricultural purposes, artificial and natural drainage systems must be maintained in a functional state by the Grantor. If Grantor does not comply with this provision, Grantee shall have the right to mow or maintain such fields at Grantor's sole expense.
- 6.4. **Third Party Violations.** In the event of unauthorized actions by third parties, the Grantee shall have, at its sole option, the same rights as the Grantor to claim trespass by third parties, and may claim a trespass under MCL 600.2919, or any similar, substitute or subsequent statute, or as may otherwise be available under Michigan law, including the right to receive treble damages from third parties and to be reimbursed from third parties for all the Grantee's actual attorney fees incurred with respect to violations by third parties. Additionally, the Grantee shall have all the same rights and remedies against third parties as are set forth in this Conservation Easement as applicable for violations by the Grantor, and all other rights and remedies as are available under the law, including injunctive relief and the right to require restoration or remediation of the Property.
- 6.5. **Notice and Demand.** If the Grantee determines, in its sole discretion, that the Grantor is in violation of this Conservation Easement, or that a violation is threatened, the Grantee shall provide written notice to the Grantor. The written notice will identify the violation and request corrective action to cure the violation and, where the Property has been injured, to restore the Property.
- 6.6. **Failure to Act.** If, within 28 days after written notice, the Grantor does not implement corrective measures requested by the Grantee, the Grantee may bring an action in law and/or in equity to enforce the terms of

the Conservation Easement. In the case of immediate or irreparable harm, as determined in the sole discretion of the Grantee, or if a Grantor is unable to be notified, the Grantee may invoke these same remedies without notification and/or awaiting the expiration of the 28-day period.

6.7. **Injunctive Relief.** The Grantee is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, and/or an order compelling the Grantor to restore the Property. The Grantee's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values. If the court determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall also reimburse the Grantee for all reasonable litigation costs and reasonable attorney's fees, and all costs of corrective action or Property restoration incurred by the Grantee.

6.8. **Cumulative Remedies.** The preceding remedies of the Grantee are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Conservation Easement.

7. **NO TRANSFER OF DEVELOPMENT RIGHTS.** Grantor hereby grants to Grantee all development rights, except for the particular development rights specifically reserved herein, if any, for the limited purpose of ensuring that such may not be used on or transferred off of the Property to any other property, adjacent or otherwise, or used as a credit for density development anywhere, by Grantor, Grantee, or any other party.
8. **NOTIFICATION PROVISION.** Unless specifically stated otherwise, the Grantee is entitled to sixty (60) days written notice whenever notice or its approval is required under this Conservation Easement. The Grantee may obtain an additional thirty (30) day period to provide its approval by notifying the Grantor of its intent to extend the time within the original sixty (60) day period. If the Grantee fails to respond within sixty (60) days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Conservation Easement or impairing a Conservation Value. The Grantee's approval shall continue for three years. If the approved activity is not completed within three years after the approval date, then the Grantor must re-submit the written application to the Grantee.
9. **SUBORDINATION.** Any mortgage, lien, claim or interest in the Property arising after the date of recording this Conservation Easement shall be subject and subordinate to the terms of this Conservation Easement. Grantor represents and warrants that as of the date of execution and recording of this Conservation Easement, the Property is not subject to any mortgage, lien, claim or interest which has not been subordinated to this Conservation Easement.

10. CONSERVATION EASEMENT REQUIREMENTS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.

10.1. This Conservation Easement is an interest in real property created pursuant to the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act (NREPA) - MCL §§ 324.2140 *et seq.*

10.2. This Conservation Easement is established for conservation purposes pursuant to the Internal Revenue Code, as amended at Title 26, U.S.C.A., Section 170(h)(1)-(6) and Sections 2031(c), 2055, and 2522, and under Treasury Regulations at Title 26 C.F.R. § 1.170A-14 *et seq.*, as amended.

10.3. The Grantee is qualified to hold conservation easements pursuant to these statutes.

11. CONTINGENT RIGHT OF STATE GRANTEE. In the event the Local Grantee fails to enforce the terms of this Easement, as determined by the Director of the Michigan Department of Agriculture, the State Grantee shall have the same right to enforce the terms of this Easement as does the Local Grantee.

12. GRANTOR COSTS AND LIABILITIES. In accepting this Conservation Easement, the Grantee shall have no liability or other obligation for costs, liabilities, taxes, or insurance of any kind related to the Property. The Grantee's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act. The Grantee, its members, trustees or directors, officers, employees, and agents have no liability arising from injury or death to any person or physical damage to any property on the Property. The Grantor agrees to defend, indemnify and hold harmless the Grantee against such claims arising during the term of the Grantor's ownership of the Property. Any and all of Grantor's successors in interest agree to defend, indemnify and hold harmless the Grantee against such claims arising during their term of ownership of the Property.

13. HAZARDOUS MATERIALS. (Suggested, but optional language) The Grantor warrants that Grantor has no knowledge of a release of hazardous substances or hazardous wastes on the Property. The Grantor, and any successor in interest, agrees to defend, indemnify, and hold harmless the Grantee against any claims of hazardous materials contamination on the Property.

14. ASSIGNMENT. Grantee shall have the right to assign this Easement to an organization or entity that is (i) a "qualified organization" as that term is defined in Section 170(h)(3) of the Internal Revenue Code ("IRC") and is organized and operated primarily for one of the conservation purposes specified in Section

170(h)(4)(A) of the IRC and (ii) is a “not-for-profit” or “public body” entitled to hold this Easement in accordance with MCL 324.2140 et seq. (and any comparable successor sections of the IRC and Michigan law). Any assignee of the Easement, and its successors or assigns, shall have the same right to assign this Easement as herein provided to Grantee.

15. **CESSATION OF EXISTENCE.** If the Grantee shall cease to exist or if it fails to be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3), or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Conservation Easement shall become vested in another entity. This entity shall be a “qualified organization” for purposes of Internal Revenue Code Section 170(h)(3). The Grantee’s rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such right may be awarded under the *cy pres* doctrine.
16. **TERMINATION.** This Conservation Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Conservation Easement’s purposes, or by exercise of eminent domain.
 - 16.1. **Unexpected Change in Conditions.** If subsequent circumstances render the Purposes impossible to fulfill, then this Conservation Easement may be partially or entirely terminated only by judicial proceedings. The Grantee will then be entitled to compensation in accordance with the provisions of Internal Revenue Code Treasury Regulations Section 1.170A-14(g)(6)(ii).
 - 16.2. **Eminent Domain.** If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation by the method as is set forth in IRC Treasury Regulations Section 1.170A-14(g)(6)(ii).
17. **LIBERAL CONSTRUCTION.** This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property and in accordance with the Conservation and Historic Preservation Easement, Sub part 11 of Part 21 of the Michigan Natural Resources and Environmental Protection Act MCL 324.2140 et seq.
18. **AMENDMENT.** Grantor and Grantee are free to jointly amend this Conservation Easement; provided that no amendment shall be allowed that shall affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, including MCL 324.2140 – 324.2144, or Section 170(h) of the Code, and any amendment shall be consistent with the Purposes, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Jackson County, Michigan, and any other jurisdiction in which such recording is required.

19. **NOTICES.** For purposes of this Conservation Easement, notices may be provided to either party by personal delivery or by mailing a written notice to the party (at the last known address of a party) by First Class mail, unless specifically stated otherwise herein and subject to the notification provision in Section ____.
20. **SEVERABILITY.** If any portion of this Conservation Easement is determined to be invalid, the remaining provisions will remain in force.
21. **SUCCESSORS.** This Conservation Easement is binding upon, and inures to the benefit of, the Grantor's and the Grantee's successors in interest and shall continue as a servitude running in perpetuity with the Property regardless of whether future conveyances of the Property expressly refer to this Easement.
22. **TERMINATION OF RIGHTS AND OBLIGATIONS.** A party's future rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Property. Liability for acts or omissions occurring prior to transfer will survive the transfer.
23. **MICHIGAN LAW.** This Conservation Easement will be construed in accordance with Michigan law, and shall be enforceable against any subsequent owner of the Property despite a lack of privity of estate or contract.
24. **ENTIRE AGREEMENT.** This Conservation Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
25. **EFFECTIVE DATE:** Grantor and Grantee intend that the restrictions arising hereunder effect on the date of its making.
26. **RECORDATION:** The day and year of this conservation easement is recorded in the office of the Register of Deeds of Jackson County, Michigan after all required signatures have been affixed hereto. Grantee may re-record this instrument at any time as may be required to preserve its rights in this Conservation Easement.
27. **EXHIBITS.** This Conservation Easement includes, and incorporates the following Exhibits:

Exhibit A: Legal Description

Exhibit B: Excerpt from Baseline Documentation Report

Exhibit C: Encumbrances

(SIGNATORY AND NOTARY PAGES TO FOLLOW)

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Conservation Agreement as of the date first above written.

GRANTOR

Name

STATE OF MICHIGAN)
)
JACKSON COUNTY)

Acknowledged before me on this ____ of _____, 20__, by
_____.

Notary Public
Jackson County, Michigan
My commission expires:_____

COUNTY OF JACKSON

Name

STATE OF MICHIGAN)
)
JACKSON COUNTY)

Acknowledged before me on this ____ of _____, 20__, by
_____, known to me to be the _____
of the County of Jackson.

Notary Public
Jackson County, Michigan
My commission expires:_____

AFTER
RECORDING
SEND TO:

SEND TAX
BILL TO:

PREPARED
BY:

[Insert name of
Grantor]

JACKSON COUNTY
PRESERVATION CRITERIA
SCORING SYSTEM

13. Highly Productive: Farmland that has prime, unique or locally significant growing characteristics. 30 point maximum

To determine points, calculate:

$$\frac{\text{Parcel yield average of last five year}}{\text{County average of that commodity}}$$

>1 – 30 points

0.99 – 0.5 = 20 points

0.49 – 0.25 = 10 points

<0.25 = 0 points

If the parcel is planted to specialty crops, it will be handled separately on a case-by-case basis.

2. Land geographically associated with other agricultural development. May include value added ventures, specialty crop production, association with secondary processing facility (i.e. slaughterhouse, granary, mill, etc.) 30 point maximum

<1 mile = 30 points

1 miles to <2 miles = 20 points

2 miles to < 3 miles – 10 points

3 miles or more = 0 points

3. Contiguous Parcels – farmland that is near other protected land in existing conservation easement, federal reserve programs and/or state park property. 25 point maximum.

<500 ft. away from protected land = 25 points

500 ft. <1/2 mile away = 13 points

1/2 mile to 2 miles away = 7 points

>2 miles away from agricultural infrastructure = 0 points

4. Parcel Size. 20 point maximum.

$$\frac{\text{Acreage of parcel}}{\text{Average county parcel size}}$$

If > 1 = 20 points

If < 1 = 0 points

5. Conservation Practices/Value – parcels in PA 116, MAEAP, significant natural resources such as riparian access and/or unique habitats and rare species, and historic values other than farmland. 25 points maximum

MAEAP verification = 10 points

Unique habitats/rare species = 5 points

Riparian habitat = 5 points

Historic value/Centennial farm = 5 points

PA 116 = 5 points

6. Parcels with matching funds such as funding from public, private, non-profit sources or via landowner bargain value or donated development rights. 15 points maximum

25% or more = 15 points

15% - 24% = 5 points

10% - 14% = 3 points

5% - 9% = 1 point

<4% = 0 points

7. Parcels located in agricultural zoning, agricultural districts and/or areas recognized by the township master plan as agricultural areas. 30 points maximum

8. Proximity to Livestock operations. Land could serve to buffer the operations from development and decrease potential rural/urban conflicts. 20 point maximum

<1 mile from livestock operation = 20 points

1 miles to <2 miles = 15 points

2 miles to < 3 miles = 10 points

3 or more miles = 0 points

9. Parcel distance from urban infrastructure. Since sewer and water transmission line and highway interchanges tend to promote non-agricultural development, parcels of 1 mile or more from sewer & water lines could buffer agricultural regions. 10 points maximum

November 1, 2010

To: County Affairs Committee of the
Jackson County Board of Commissioners

From: Juli Kolbe
Equalization Director

RE: 2010 Apportionment Report

As required by MCL 211.27, the apportionment report is attached for your approval. The majority of the millage rates remain the same as last year, with a few exceptions. Due to the declining taxable values, some taxing authorities had to increase their debt millage in order to meet their required bond payments. Those units are the city of Jackson, villages of Parma and Springport, Napoleon Township, and the following school districts of Addison, Albion, East Jackson, Jackson Public, and Vandercook Lake.

There were taxing jurisdictions that decreased millage rates:

- Jackson city decreased operating millage
- Chelsea Schools decreased debt millage
- Napoleon Schools decreased debt millage
- Western Schools decreased debt millage

Millage that have been added as approved by the voters:

- Blackman Township for public safety increased 0.1504 of a mill
- Spring Arbor Township for fire department increased 0.0855 of a mill
- Summit Township for road improvements 1.00 mill

Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of **JACKSON** for the Year **2010**

L - 4402

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

Report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 Taxing Gov. Authority	2 Taxable Valuation	3 Charter or Allocated	Millages		6 Purpose
			Extra Voted		
			4 EV Operating	5 Bldg.Site/Debt	
State Education Tax	4,257,231,963	6.0000			(less Industrial Personal TV)
County	4,256,991,853	5.1187	0.8722		Med Care 0.1398 Jail 0.4851 Sr Services 0.2473
Townships:					
Blackman	504,371,642	0.8313	2.0000		Public Safety
Blackman ReZ	723,767				
Blackman Tool & Die Rez	853,833				
Columbia	340,118,661	0.7214	1.3853		0.9236 police & 0.4617 fire
Columbia Tool & Die Rez	1,642,114				
Concord	68,954,736	0.8322	0.9435		Roads
Grass Lake	213,875,118	0.7033	1.2294	0.2560	Fire/Fire Station Debt
Grass Lake Tool & Die Rez	447,650			0.2560	Fire Station Debt
Hanover	120,928,554	0.7711	1.0000		Fire
Henrietta	134,573,138	0.7818			
Leoni	390,947,246	0.7671			
Leoni RenZ	1,111,107				
Leoni Tool & Die RenZ	290,762				
Liberty	107,645,316	0.7603			
Napoleon	227,214,766	0.8042		1.1300	Township Hall Debt
Napoleon Tool & Die Rez	815,338			1.1300	Township Hall Debt
Norvell	123,062,317	0.7738			
Parma	67,069,797	0.8404	1.7130		1.2160 fire & 0.4970 police
Pulaski	45,628,824	0.7388	1.4118		Fire
Rives	121,139,660	0.7758			
Sandstone	139,984,472	0.7929	1.7042		1.2042 fire & 0.50 police
Spring Arbor	198,497,837	0.8668	1.1000		Fire
Spring Arbor Tool & Die ReZ	1,441,648				
Springport	47,939,465	0.8386	4.5000		1.50 fire+ 3.00 police
Summit	612,233,185	0.8168	1.0000		Police & Fire
Summit Ren Zone	2,546,338				
Tompkins	69,708,549	0.9002			
Waterloo	104,206,577	0.8464	0.4261		Public Safety
	3,647,972,417				

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

CERTIFICATION

I hereby certify that this report is a true statement of the taxable valuation of each assessing district and of all ad valorem millages apportioned by the County Board of Commissioners of the

County of JACKSON for the year 2010

Signature of County Equalization Director

NOTARIZATION

Notary Public

JACKSON _____ County, Michigan

STATE OF MICHIGAN

County of JACKSON ss

Subscribed before me this

day of _____ year _____

My commission expires _____, _____

It is Important That All City ad Valorem Taxes Be Entered On This Sheet. County Board Of Commissioners Do Not Certify City Or Village Rax Rates. These Rates Are For Informational Purposes Only. List All Authorities On Page 3. List All School Districts on Page 4.

Continued on page 3

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

County's taxable
value less ren
zones

city less ren zones

Continued on page 4

*Only list the DDAs that levy their own millage under MCL 125.1662 Sec 12. Do not list DDAs that capture.

2010

Millages

[illegible]

Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year 2010

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

penalty of \$100.						Millages			
1 All Property	Non Home- Stead	Comm. Pers.	2 School Districts Name and Code	3 List Each Township/City Where Located Separately	4 Taxable Valuation For Each Township/City	5 ISD Only Allocated	6 Extra Voted Operating	7 Bldg.Site/Debt	8 County Use (Notes)
X			CONCORD SCHOOLS 38080	CONCORD	56,856,458			2.5291	2002 debt
	X			CONCORD	11,401,248		18.0000		
		X		CONCORD	873,730		6.0000		
X				PARMA	2,429,386			2.5291	2002 debt
	X			PARMA	349,329		18.0000		
		X		PARMA	37		6.0000		
X				PULASKI	30,660,043			2.5291	2002 debt
	X			PULASKI	5,840,650		18.0000		
		X		PULASKI	172,720		6.0000		
X				HANOVER	3,713,774			2.5291	2002 debt
	X			HANOVER	586,980		18.0000		
		X		HANOVER	0				
X				SPRING ARBOR	36,838,715			2.5291	2002 debt
	X			SPRING ARBOR	4,654,259		18.0000		
		X		SPRING ARBOR	159,364		6.0000		
X			EAST JACKSON SCHOOLS 38090	BLACKMAN	36,822,619			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
	X			BLACKMAN	23,231,058		18.0000		
		X		BLACKMAN	2,925,614		6.0000		
X				BLACKMAN REZ	723,767			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
X				CITY OF JACKSON	205,831			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
	X			CITY OF JACKSON	205,831		18.0000		
		X		CITY OF JACKSON	0				
X				HENRIETTA	3,834,656			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
	X			HENRIETTA	364,607		18.0000		
		X		HENRIETTA	1,203		6.0000		
X				LEONI	172,277,712			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
	X			LEONI	65,927,311		18.0000		
		X		LEONI	7,566,577		6.0000		
X				SUMMIT	703,936			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
	X			SUMMIT	319,689		18.0000		
		X		SUMMIT	0				
X				WATERLOO	8,408,596			6.0000	1.06(96)+ 4.59(05)+ 0.35(09)
	X			WATERLOO	5,531,542		18.0000		
		X		WATERLOO	73,300		6.0000		

2010

Millages

[illegible]

Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year

2010

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	Non Home- Stead	Comm. Pers.	2 School Districts Name and Code	3 List Each Township/City Where Located Separately	4 Taxable Valuation For Each Township/City	Millages		8 County Use (Notes)
						5 ISD Only Allocated	Extra Voted 6 Operating 7 Bldg.Site/Debt	
X			JACKSON PUBLIC 38170	CITY OF JACKSON	612,236,745		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
	X			CITY OF JACKSON	320,750,245		18.0000	
		X		CITY OF JACKSON	29,135,297		6.0000	
X				CITY OF JACKSON REZ	106,312,845		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
X				BLACKMAN	97,945,734		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
	X			BLACKMAN	56,259,902		18.0000	
		X		BLACKMAN	10,267,853		6.0000	
X				BLACKMAN REZ	52,001		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
X				LIBERTY	980,877		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
	X			LIBERTY	235,840		18.0000	
		X		LIBERTY	241,400		6.0000	
X				NAPOLEON	4,631,132		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
	X			NAPOLEON	2,703,125		18.0000	
		X		NAPOLEON	73,890		6.0000	
X				NAPOLEON REZ	815,338		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
X				SUMMIT	507,975,056		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
	X			SUMMIT	121,000,053		18.0000	
		X		SUMMIT	9,920,400		6.0000	
X				SUMMIT REZ	2,546,338		3.0500	2.35(04d)+ 0.50(09d) + 0.20 rec fund
X			JONESVILLE SCHOOLS 30030	PULASKI	999,657		7.4700	5.43(99)+ 2.04(08)
	X			PULASKI	67,772		18.0000	
		X		PULASKI	0			
X			LESLIE SCHOOLS 33100	RIVES	15,870,664		7.3900	2.31(95 debt)+ 5.08(98 refin)
	X			RIVES	2,234,037		17.0617	
		X		RIVES	200		5.0617	
X				TOMPKINS	6,714,078		7.3900	2.31(95 debt)+ 5.08(98 refin)
	X			TOMPKINS	2,084,784		17.0617	
		X		TOMPKINS	0			
X			LITCHFIELD SCHOOLS 30040	PULAKSI	3,322,390		3.7000	96 debt 2.95 +-09 sinding fund 0.75
	X			PULAKSI	775,378		18.0000	
		X		PULAKSI	130		6.0000	

2010

Millages

[illegible]

2010

Millages

[illegible]

2010

penalty of \$100.

[illegible]

Statement Showing Taxable Valuations and Mills Apportioned by the County Board of Commissioners of the County of JACKSON for the Year 2010

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

1 All Property	Non Home- Stead	Comm. Pers.	2 School Districts Name and Code	3 List Each Township/City Where Located Separately	4 Taxable Valuation For Each Township/City	Millages		8 County Use (Notes)
						5 ISD Only Allocated	Extra Voted 6 Operating 7 Bldg.Site/Debt	
X			JACKSON INTERMEDIATE	COLUMBIA SCHOOLS	437,707,201	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				COLUMBIA SCHOOLS TOOL & DIE REZ	1,642,114			
X				CONCORD SCHOOLS	130,498,376	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				EAST JACKSON SCHOOLS	222,253,350	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				EAST JACKSON SCHOOLS REZ	723,767			
X				GRASS LAKE SCHOOLS	246,594,195	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				GRASS LAKE TOOL & DIE REZ	447,650			
X				HANOVER-HORTON SCHOOLS	209,765,676	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				JACKSON PUBLIC	1,223,769,544	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				JACKSON PUBLIC CITY- REZ	106,312,845			
X				JACKSON PUBLIC - NAPOLEON TOOL & DIE	2,234,037			
X				JACKSON PUBLIC - SUMMIT REZ	2,546,338			
X				MICHIGAN CENTER SCHOOLS	197,033,727	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				MICHIGAN CENTER SCHOOLS - LEONI REZ	1,401,869			
X				NAPOLEON SCHOOLS	287,071,556	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				NORTHWEST SCHOOLS	584,118,005	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				SPRINGPORT SCHOOLS	94,985,595	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				VANDERCOOK SCHOOLS	97,524,132	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				WESTERN SCHOOLS	372,422,792	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X				WESTERN -BLACKMAN TOOL & DIE REZ	801,832			
X				WESTERN -SPRING ARBOR TOOL & DIE REZ	1,441,648			
X			TOTAL JACKSON ISD		4,103,744,149	0.3422	7.7678	2.1414 Voc Ed + 5.6264 Sp Ed
X			CALHOUN INTERMEDIATE	ALBION SCHOOLS	10,418,838	0.2519	5.9538	1.4538 Voc Ed + 4.50 Sp Ed
X				HOMER SCHOOLS	1,402,819	0.2519	5.9538	1.4538 Voc Ed + 4.50 Sp Ed
X			TOTAL CALHOUN ISD		11,821,657	0.2519	5.9538	1.4538 Voc Ed + 4.50 Sp Ed
X			HILLSDALE INTERMEDIATE	JONESVILLE SCHOOLS	999,657	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed
X				LITCHFIELD SCHOOLS	3,322,390	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed
X				NORTH ADAMS SCHOOLS	837,422	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed
X			TOTAL HILLSDALE ISD		5,159,469	0.2674	3.8918	0.8918 Voc Ed + 3.000 Sp Ed

This report is issued under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

[illegible]



Jackson County

ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller

Adam J. Brown, Deputy Administrator

TO: County Affairs Committee
Board of County Commissioners

FROM: Adam J. Brown
Deputy Administrator

SUBJECT: 2011 Aerial Imagery Project

DATE: November 2, 2010

Motion Requested:

Authorize the County Administrator/Controller to execute a contract with Woolpert Inc. in the amount of \$205,000 for a Spring 2011 Orthoimagery Flight, contingent upon acquisition of full funding with the County contribution not to exceed \$80,000 over two years.

Recommendation

The County Administrator/Controller's Office supports the recommendation from the GIS Policy Board to purchase the 2011 Aerial Imagery.

The selection of Woolpert Inc. was made in accordance with Board approved purchasing policies. In keeping with the professional services purchasing policy, the GIS staff reviewed multiple vendors and selected Woolpert Inc based on their professional qualifications. In addition to following the professional services policy, Jackson County will be contracting with Woolpert Inc in accordance with an existing government contract.

We have received commitments for nearly the full cost of the project. We anticipate that the final commitments will cover all the expenses. We request board approval contingent upon acquiring full cost recovery.



JACKSON COUNTY GEOGRAPHIC INFORMATION SYSTEM

120 W. Michigan Avenue
Phone 517.768.6691

Jackson, Michigan 49201
Fax 517.768.6693

November 1, 2010

To: Jackson County Affairs Committee

From: Scott Ambs
Jackson County GIS Coordinator

Re: 2011 Aerial Imagery Project

The Jackson County Policy Board is requesting authorization for the County Administrator to execute a contract with Woolpert Inc. in the amount of \$205,000.00 for a Spring 2011 Orthoimagery Flight. The contract will include 6-inch Color Digital Orthoimagery and 6-inch Four-way Color Digital Oblique's.

Aerials as you know are invaluable and very important in our maintenance of the emergency management system and addressing, County Equalization and local assessors, local public safety, inspection and economic development just to name a few.

Attached you will find a spreadsheet showing financial commitments that have been secured to date. As you can see we are currently \$28,000.00 short of our goal because we have not yet secured a commitment from the City of Jackson and just a handful of townships. Please take note of the comments listed beside these townships showing the meetings that we currently have scheduled. We anticipate that there will be almost a 100% participation and expect to have the balance of the commitments by Tuesday, November 9th.

We are making this request based on a commitment from the City of Jackson and understand the Administrator will not execute a contract until that commitment is secured.

Thank you for considering this request and hopefully grant the request.

**PROJECTED
AERIAL REVENUES**
11-1-10

TOWNSHIP	# OF REAL PARCELS	*Proposed Revenues	\$/parcel	Committed Revenues	
Summit	10478	\$8,000.00	\$0.76	\$8,000.00	
Blackman	7283	\$8,000.00	\$1.10	\$8,000.00	
Leoni	7927	\$8,000.00	\$1.01		Expected to participate / Meeting with Township 11-8-10
Columbia	5931	\$7,396.00	\$1.25	\$7,396.00	
Napoleon	3859	\$5,501.00	\$1.43	\$5,501.00	
Grass Lake	3133	\$4,522.00	\$1.44	\$4,522.00	
Spring Arbor	3468	\$5,199.00	\$1.50	\$5,199.00	
Sandstone	2134	\$3,330.00	\$1.56		Meeting with Township 11-8-10
Henrietta	2804	\$3,156.00	\$1.13		Waiting for Budget Meeting results
Hanover	2156	\$2,797.00	\$1.30	\$2,797.00	
Norvell	2255	\$2,857.00	\$1.27		No communication
Rives	2265	\$2,819.00	\$1.24	\$2,819.00	
Liberty	2065	\$2,455.00	\$1.19	\$2,455.00	
Waterloo	1567	\$2,646.00	\$1.69	\$2,646.00	
Concord	1677	\$1,722.00	\$1.03		Expected to participate
Tompkins	1470	\$1,883.00	\$1.28		Expected to participate / Meeting with Township 11-4-10
Parma	1665	\$1,701.00	\$1.02	\$1,701.00	
Springport	1142	\$1,206.00	\$1.06	\$1,206.00	
Pulaski	1104	\$1,011.00	\$0.92	\$1,011.00	
City of Jackson		\$40,000.00			Expected to participate / Meeting with City Commission 11-9-10
Jackson County Road Commission		\$20,000.00		\$20,000.00	
		\$134,201.00			
Jackson Community GIS Carry-over Funds				\$24,068.00	
				\$97,321.00	
GIS 2011/12 Budgeted				80,000.00	
				\$177,321.00	
Total Project Cost				\$205,000.00	

* - limit is \$8,000.00

**PROJECTED
AERIAL REVENUES**
11-1-10

**PROJECTED
AERIAL REVENUES**
11-1-10

**PROJECTED
AERIAL REVENUES**
11-1-10

--	--



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

October 27, 2010

TO: Randall Treacher, Administrator/Controller

FROM: Kent Maurer, Airport Manager

RE: Mead and Hunt Contract for Preliminary Engineering Design Services for Runway 7-25

Requested action: For the County Board of Commissioners to approve contract with Mead and Hunt not to exceed \$239,260

Generated Income: \$233,278.50 (approximately)

Funding: (Forthcoming MDOT Grant) Federal = 95%; State = 2.5%
Local = 2.5%)

Background: Continuation of the Runway 7-25 Safety Project will require preliminary engineering including soil borings and analysis; and development of preliminary design plans sets.

Recommendation: Approve the attached contract

Attachments: Mead and Hunt contract

NOTE: I will be present to answer any questions.

MEAD HUNT

Designing the future

October 22, 2010

Mr. Kent L. Maurer, Manager
Jackson County – Reynolds Field
3606 Wildwood Avenue
Jackson, MI 49202

Subject: Jackson County – Reynolds Field
Jackson, Michigan
Preliminary Engineering Runway 7/25

Dear Mr. Maurer:

Enclosed are three copies of a contract for the above-mentioned project. We are sending a copy of this agreement to the MDOT Bureau of Aeronautics and Freight Services (AERO) for their review.

Once you have received approval from AERO, please sign all three copies and enter that date on the top of the first page of each contract copy.

Retain one copy for your files and return two executed copies to this office. A fully executed copy will be forwarded to AERO.

If you have any questions, please call me.

Sincerely,

MEAD & HUNT, INC.



Robert A. Leisenring, P.E.
Department Manager

c: Amanda Hopper, AERO

October 20¹⁰~~08~~

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICE

This Contract is made and entered into this date of _____ by and between the Airport Owner, hereinafter referred to as SPONSOR,

Jackson County

3606 Wildwood Avenue

Jackson, MI 49202

and the Engineer, hereinafter referred to as the CONSULTANT.

Mead & Hunt Inc.

2605 Port Lansing Road

Lansing, MI 48906

for the following PROJECT:

Location: Jackson County Airport/Reynolds Field
Jackson, MI

Description: Preliminary Engineering for Runway 7/25 Relocation
and Safety Area Improvements
(See Attachment D - Sketch for Location of Work Areas.)

M/H Project No.: 10117-1000

Mead & Hunt

WHEREAS, the SPONSOR desires to engage the CONSULTANT to perform professional engineering services for the described project;

WHEREAS, the SPONSOR has caused a review to be made of the qualifications of the CONSULTANT and is satisfied the CONSULTANT is competent and qualified;

WHEREAS, the CONSULTANT is willing and able to accomplish the services provided and set forth hereinafter in this Contract;

WHEREAS, the SPONSOR will compensate the CONSULTANT, in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, the parties agree to the following:

ARTICLE 1 – DESCRIPTION OF WORK TO BE DONE

The services to be furnished by the CONSULTANT to the SPONSOR, as set forth in Attachment E, Scope of Work/Services, together with obligations of the SPONSOR or the SPONSOR's Agent (Michigan Department of Transportation (MDOT), Aeronautics and Freight Services Bureau, Airports Division), hereinafter referred to as AERO, will contain certain information and data which will consist of the following described elements. Additional explanations are included in Attachment E.

DESIGN PHASE (I)

Element 1.11 - Pre-Design Conference

A pre-design conference called by the SPONSOR will be held between the SPONSOR, the CONSULTANT, and any other participating or regulatory governmental agency. This pre-design conference will be held for the express purpose of having the CONSULTANT ascertain from responsible representatives of each group, the SPONSOR and all participating governmental agencies, their individual project requirements affecting the scope of work, budget, design standards, presentation of final plans, and documents. The requirements set forth in this pre-design conference will be confirmed in writing by the CONSULTANT to the SPONSOR, with copies to each participating unit of government.

Element 1.12 - Engineering Survey

The CONSULTANT will determine the areas to be covered and make the necessary engineering field surveys to determine existing and topographical conditions, earth work, drainage, pavement conditions, structural elevations, and field testing as may be required to complete plans and specifications.

Element 1.13 - Detailed Construction Plans and Specifications

Plans and specifications will be certified by the CONSULTANT for compliance with current Federal Aviation Administration (FAA) and AERO requirements in effect at the time the plans and specifications are prepared. The CONSULTANT will prepare and furnish to the SPONSOR and AERO, in paper format, one copy of the final detailed construction plans and specifications

for the work described above, presented on drawings (22" x 34") and other necessary

documentation (8-1/2" x 11"). This will include but is not limited to; grading, drainage, paving, lighting, turf establishment, structures, construction safety phasing, etc. The documents will set forth, in detail, requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications will comply with the requirements established in the pre-design conference, if applicable, together with the common practice of design and ethical practices of professional engineers. The CONSULTANT will also furnish one set of review plans if requested.

All projects bid through the MDOT letting will also include two electronic files in portable document format (pdf) along with a signed and sealed paper title sheet. The electronic files will be set up to print clearly in scalable 11" x 17" and 22" x 34" plan sheets.

Element 1.14 - Estimate of Probable Construction Cost

The CONSULTANT will prepare and submit to both the SPONSOR and AERO one copy of a detailed estimate of construction costs based upon the detailed plans and specifications prepared under Element 1.13. This statement of probable construction cost prepared by the CONSULTANT represents the CONSULTANT's best judgment as a design professional at the time the estimate is finalized. This estimate will include the estimated amount for CONSULTANT services during construction. It is recognized, however, that neither the CONSULTANT nor the SPONSOR has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the CONSULTANT cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the CONSULTANT.

Element 1.15 - Engineering Report

The CONSULTANT will prepare and furnish to both the SPONSOR and AERO one copy of an engineering report which relates to the SPONSOR and participating governmental agencies the fundamental considerations and concepts used in design of the project. This report will include the basic design factors for drainage, pavement design, and scheduling of the various phases of the project during construction as may be required to maintain both ground and air traffic. Deviation in design and construction standards will be included in the engineering report.

Element 1.16 - Users Conference (if required)

The CONSULTANT will prepare for the SPONSOR an estimated time schedule to be followed during the construction period. This estimated time schedule of construction will be presented by the SPONSOR and the CONSULTANT in a meeting with airport users. The CONSULTANT will furnish one copy of the estimated time schedule to the SPONSOR for printing and disbursement to the users by the SPONSOR. However, it is recognized that neither the CONSULTANT nor the SPONSOR has absolute control over the estimated time schedule presented to any person, group, or organization.

Element 1.17 - Obligations of SPONSOR or AERO to CONSULTANT

When requested by the CONSULTANT, one copy of all existing data applicable to this project and in the possession of the SPONSOR or AERO or any other agency of government will be

furnished at no cost to the CONSULTANT. Existing data will include but not be restricted to the following:

- 1) As-constructed plans.
- 2) Pavement design data/pavement condition index.
- 3) Soil borings, analysis, and classification.
- 4) Drainage design data.
- 5) Topographic notes and maps.
- 6) Approach data and zoning maps.
- 7) Property maps, including fee ownership and easements, and land descriptions.
- 8) All local, state, federal ordinances, regulations, or laws affecting the project.
- 9) Aerial photography, prints, topographic maps, etc.

The SPONSOR or AERO will furnish for projects bid by MDOT, at no cost to the CONSULTANT, standard contract documents for bidders, including but not restricted to the following:

- 1) Notice to contractors (including advertising charges).
- 2) Instructions to bidders.
- 3) All federal, state, or local wage rates as applicable to this project.
- 4) General provisions of the contract.
- 5) Supplemental provisions of the contract.
- 6) Special provisions of the contract (except as may be supplemented by the CONSULTANT).
- 7) Standard construction specifications (except as may be supplemented by the CONSULTANT).
- 8) Standard supplemental specifications (except as may be supplemented by the CONSULTANT).
- 9) Standard testing requirements (except as provided by the CONSULTANT).
- 10) Proposal.
- 11) Construction contract.
- 12) Form of performance and lien bond.
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The SPONSOR or AERO, at no cost to the CONSULTANT, will furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information, and documents furnished by the SPONSOR or AERO will be furnished at the SPONSOR's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings will be attended by the CONSULTANT and the SPONSOR at the location indicated for the purpose of coordination, information, and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the SPONSOR and to be held at the project site.
- 2) Progress meetings to be determined by the SPONSOR will be held at the office of the

- SPONSOR and attended by the CONSULTANT to apprise the SPONSOR of progress, to resolve any problems, to answer questions, and for general coordination.
- 3) Upon completion by the CONSULTANT of final plans, specifications, cost estimates, and engineering report, the CONSULTANT will submit copies to the participating governmental agencies for approvals as required. After reasonable time for review by the SPONSOR and participating governmental agencies, a meeting called by the SPONSOR may be held to review final plans with the SPONSOR and participating governmental agencies at the project site.
 - 4) Upon determination of the estimated construction time schedule, a users conference as provided under Element 1.16 is to be called by the SPONSOR, to be held at a location designated by the SPONSOR.
 - 5) Upon advertising the project for bids, the CONSULTANT and the SPONSOR or AERO will hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders. Any addendum information necessary will be submitted in a timely manner to the bidding agency by the CONSULTANT. In addition, any bids over the engineers' construction estimate by ten (10) percent or more will be sufficiently justified before proceeding with award or recommended rejected by the CONSULTANT.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

The CONSULTANT will provide sufficient personnel and services necessary to comply with AERO Project Engineers Manual, the latest revision at the time this Contract is awarded.

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the SPONSOR or AERO will be held between the SPONSOR, the FAA (if applicable), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the CONSULTANT. This pre-construction conference will be held for the Contractor and CONSULTANT to receive instructions from the SPONSOR and participating/regulatory governmental units, to develop construction schedules, and to coordinate construction.

Element 1.22 - General Information and Coordination

The CONSULTANT will provide information and coordination to the SPONSOR and Contractor as to the understanding of the plans and specifications. The CONSULTANT will not guarantee the performance of the Contractor but will report to the SPONSOR any work and materials which, in the opinion of the CONSULTANT, do not meet the requirements of the plans and specifications. The CONSULTANT will not be responsible for any acts of the Contractor whatsoever but will only pay the contractor for work performed that meets the requirements of the plans and specifications.

Element 1.23 - Engineering Survey and Layout as May be Applicable

The CONSULTANT will take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The CONSULTANT will stake out the work for line and grade. The stake out will consist of one set of earth grade stakes spaced not more than

one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five (25) feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty (50) feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s will be available to the Contractor for his reference and checking of the CONSULTANT's stakes. The CONSULTANT will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The CONSULTANT will review and approve material testing reports submitted by the Contractor to determine if test reports meet the requirements of the specifications and will submit two copies of material testing reports to the SPONSOR or AERO. The CONSULTANT will review and approve shop drawings to determine compliance with plans and specifications and will submit two copies of all shop drawings to the SPONSOR or AERO.

Element 1.25 - Field Tests and Grade Inspection as May be Applicable

The CONSULTANT will make periodic field tests and grade inspection at the project site to determine, in the opinion of the CONSULTANT, if materials and workmanship conform to the plans and specifications. Field tests will include compaction tests for soils in place; gradation tests for aggregates; extraction tests for bituminous mixtures and compaction tests for in-place bituminous pavements; and slump, entrained air, and yield tests for concrete pavement.

Element 1.26 - Cost Estimate and Change Orders/Contract Modifications

The CONSULTANT will prepare periodic cost estimates, change orders/contract modifications, and stop and start orders as may be applicable during the construction period and present three copies of the same to the SPONSOR or AERO for approval and processing. All projects bid through MDOT lettings will have all estimates and contract modifications processed using the FieldManager computer program.

Element 1.27 - Weekly Reports

The CONSULTANT will prepare FAA Form 5370-1, Construction Progress and Inspection Report or FieldManager inspector daily reports, and submit copies to the SPONSOR or AERO weekly during the construction period.

Element 1.28 - Final Inspection

The CONSULTANT will be present at final inspection, together with the SPONSOR, AERO, participating governmental units, and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The CONSULTANT will compute final pay quantities, prepare as-constructed plans, and update

all plan sheets of the current Airport Layout Plan (ALP) that shows work constructed under the project. The As-Constructed Plans will be submitted to the SPONSOR and AERO for approval in an electronic pdf file. The updated ALP will be submitted in paper (22"x 34") and in an electronic pdf file to the SPONSOR and AERO.

Element 1.30 - Equipment

The CONSULTANT will furnish all necessary surveying and field testing equipment to accomplish the above named work.

SUBCONSULTANT SERVICES (3)**Element 1.31 - Subconsultant Service**

Any services to be provided by subconsultants will be provided for in a subconsultant agreement, which will meet the written approval of the SPONSOR. Costs of subconsultant services will be included in Element 3.1 – Fee. The CONSULTANT will not apply a fixed fee on any of the costs for subconsultant services.

ARTICLE 2 – TIME OF BEGINNING AND COMPLETION**DESIGN PHASE (1)****Element 2.11 - Time of Beginning**

Upon acceptance of this Contract by both the SPONSOR and the CONSULTANT, the CONSULTANT will have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the CONSULTANT to complete the work named in Element 1.11 through Element 1.18 of this Contract, and to submit final plans to the SPONSOR for the SPONSOR's approval is TWO HUNDRED (200) calendar days from the date the CONSULTANT actually starts work. The CONSULTANT will report his progress to the SPONSOR at the monthly progress meetings, as required under Element 1.18, to keep the SPONSOR informed of progress and any adjustments to the estimated time schedule which may be necessary because of information supplied to the CONSULTANT by the SPONSOR or AERO, as provided under Element 1.17, or any other reasons beyond the control of either the SPONSOR or the CONSULTANT. Changes in time for completion will be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)**Element 2.21 - Time of Beginning**

Provided the Notice to Proceed is issued sufficiently in advance of the start of construction, the CONSULTANT will begin work seven (7) days prior to the effective date of the Notice to Proceed to the Contractor. If not, the CONSULTANT will coordinate the beginning of work with the work of the construction contractor.

Element 2.22 - Time for Completion

The CONSULTANT will finish all work under this Contract within thirty (30) days after final acceptance of the construction work by the SPONSOR.

Mead & Hunt

ARTICLE 3 – PAYMENT

Element 3.1 - Fee

The SPONSOR agrees to pay the CONSULTANT as full compensation for services rendered as set forth in this Contract as follows:

Phase 1 Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18 and 1.31 a firm fixed fee of Two Hundred Seventy Three Thousand Seven Hundred Twenty and 00/100 Dollars (\$273,720.00). A breakdown of the cost is included as Attachment C.

The SPONSOR will compensate the CONSULTANT for requested printed materials in excess of those identified, in accordance with the following:

Black Print Plan sheets (22" x 34")	_____ /sheet
Black Print on White Paper (11" x 17")	_____ /sheet
Black Print on White Paper (8.5" x 11")	_____ /sheet

Phase (2) Construction

Elements 1.20, 1.21, 1.22, 1.23, 1.24, 1.25, 1.26, 1.27, 1.28, 1.29, 1.30, and 1.31 a firm fixed fee of (to be negotiated as an Amendment to this Contract, upon completion of design and advertising for bids).

The fee described above will be considered payment in full by the SPONSOR to the CONSULTANT for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions. Phase (2) Construction may not be needed if it is determined by the SPONSOR to terminate this Contract at the completion of Phase (1) Design.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

Progress payments for completed work will be based on the following schedule of payments:

All charges for service will be due and payable upon receipt of invoice by SPONSOR. In the event Phase (1) Design is completed but bids are not received, final payment will be due and payable sixty (60) days after completion of Phase (1) Design.

The CONSULTANT will submit periodic invoices for services rendered. Each invoice will be based upon the proportion of the total service actually completed at the time of billing. The final invoice will be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all Contract requirements have been completed. The SPONSOR will make prompt payments in response to the CONSULTANT's periodic statements.

The CONSULTANT agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each

Mead & Hunt

payment the CONSULTANT receives from the State of Michigan or SPONSOR. The CONSULTANT agrees further to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the SPONSOR or AERO. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subconsultant against the SPONSOR or the State of Michigan. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subconsultants.

The CONSULTANT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to AERO semi-annually in the format set forth in AttachmentG, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the SPONSOR or AERO.

At the end of the State of Michigan fiscal year, the CONSULTANT will submit estimated payment amounts for both the CONSULTANT and contractors working on projects the CONSULTANT is supervising. These amounts will be submitted to the State of Michigan to establish a payable account.

ARTICLE 4 – MISCELLANEOUS PROVISIONS

Element 4.1 - Miscellaneous Provisions

The CONSULTANT will follow, insofar as applicable and reasonable and as approved by the SPONSOR, current design standards set forth by the SPONSOR, AERO and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the CONSULTANT has completed that portion of the work to which a particular standard may apply, and in the event the CONSULTANT is required by the SPONSOR to make revisions to completed work to meet revised standards and certification requirements, the CONSULTANT will be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

Design standards, standard plans, specifications, special conditions, contract documents, and requirements developed by the SPONSOR, AERO, or other participating governmental agency and required to be incorporated in the final plans and documents will not be the responsibility of the CONSULTANT. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the SPONSOR in the performance of this contract will be the responsibility of the SPONSOR, and not the responsibility of the CONSULTANT, if the liability, loss, or damage is caused by or arises out of, the action or failure to act on the part of the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR, provided that nothing herein will be construed as a waiver

of any governmental immunity that has been provided to the SPONSOR, or any elected or appointed officer, employee or agent of the SPONSOR by statute or court decision.

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract plans, maps and specifications prepared or obtained by the CONSULTANT as provided under the terms of this Contract will be submitted in final form. The final form of the originals will be delivered to and become the property of the SPONSOR. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data will remain in the possession of the CONSULTANT as instruments of service but will be made available, upon request, to the SPONSOR without restriction or limitation on their use.

In the event any of the above documents are revised by the SPONSOR, the nameplates of the CONSULTANT will be removed and the SPONSOR will assume full responsibility for the reuse of these documents.

The original signed and sealed title sheet for projects bid through MDOT will be retained in AERO files. The CONSULTANT will be provided a scanned .tif electronic file for use in completing the as-constructed plan sheets.

Element 4.3 - Changes in Work

By mutual acceptance of both the SPONSOR and the CONSULTANT, changes in work from that work described in this Contract, including changes in original design standards and changes in previously completed final plans may be accomplished by amendment to this Contract. Each amendment will describe the revision or addition of work in detail. The associated cost of the revised or additional work will be defined in a fixed dollar amount, and an adjustment to the payment schedule (if applicable) contained in this Contract will be provided. Any change to the contract time will also be defined in each amendment. Each amendment must be signed and dated by both the SPONSOR and the CONSULTANT.

Element 4.4 - Delays and Extensions

Changes in the estimated time schedule as may be required by the SPONSOR or the CONSULTANT will be in writing, setting forth the reason for delay or extension, and the estimated time adjustment necessary or as provided in Element 4.3 - Changes in Work.

Element 4.5 - Insurance and Liability

The CONSULTANT will maintain worker's compensation and public liability insurance as required by law and will, upon request, show proof of compliance with this requirement.

Element 4.6 - General Compliance with Laws

Unless otherwise specified, this Contract will be governed by the laws of the principal address of the SPONSOR. The CONSULTANT agrees to comply with all federal, state and local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The SPONSOR and the CONSULTANT each binds themselves, their partners, successors,

assignees and legal representatives to the other party to this Contract and to the partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Contract. Neither the SPONSOR nor the CONSULTANT will assign, sublet, or transfer

their interest in this Contract without the written consent of the other.

Element 4.8 - CONSULTANT's Endorsement

The CONSULTANT will seal and sign all final plans and specifications furnished to the SPONSOR.

Element 4.9 - Disputes

All disputes concerning a question of fact in connection with work not disposed of by agreement between the SPONSOR and the CONSULTANT will be settled through standard court actions.

Element 4.10 - Responsibility for Claims and Liability

The CONSULTANT will save harmless the SPONSOR, AERO, FAA, or other governmental agencies from all claims and liability due to negligence of the CONSULTANT or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

With regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract, the CONSULTANT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT.

The CONSULTANT will require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the MDOT with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15 and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The CONSULTANT will notify the SPONSOR if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract may have occurred or is threatened to occur. The CONSULTANT will also notify the SPONSOR or AERO if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the CONSULTANT's obligation to the SPONSOR or AERO under this Contract.

Element 4.12 - Prohibition of Discrimination in State Contracts

The CONSULTANT hereby agrees to comply with the requirements of Appendix A, attached hereto and made a part hereof.

Element 4.13 – Additional Provisions

Additional provisions of this Contract are included as Attachment B.

Element 4.14 – Non-Construction Requirements

The CONSULTANT hereby agrees to comply with the requirements of the Non-construction

requirements of Attachment F, attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties hereto have fixed their hand this day and date first written above.

ACCEPTED BY THE SPONSOR

Witness: _____

SPONSOR

Street Address

City, State & Zip Code

BY: _____

Authorized Representative of SPONSOR

.....
ACCEPTED BY THE CONSULTANT

Witness: _____

J. Savitt

Mead & Hunt Inc

CONSULTANT

2605 Port Lansing Road

Street Address

Lansing, MI 48906

City, State & Zip Code

BY: _____

Ron Engel

Authorized Representative

Mead & Hunt

INCLUDE THIS PAGE IN ALL CONTRACTS!!

Consultants are advised to use the following attachment schedule. Any additional clauses or requirements should be included in Attachment B. The preceding is the base contract; no changes may be made to the wordage or numbering without the written approval of the Airports Division, Bureau of Aeronautics and Freight Services.

SCHEDULE OF ATTACHMENTS

Attachment A	Prohibition of Discrimination in State Contracts
Attachment B	Additional Provisions
Attachment C	Cost Breakdown
Attachment D	Sketches
Attachment E	Scope of Work/Services
Attachment F	Non-construction contract requirements
Attachment G	Prime CONSULTANT Statement of DBE Subconsultant Payments

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the Contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980, the Contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The Contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, will contain a covenant the same as hereinbefore set forth in Section 1 of this Appendix.
3. The Contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The Contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this appendix.
6. The Contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The Contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each

subcontractor as well as the Contractor himself, and said Contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this Contract, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency will be notified of such possible remedy and will be given the option by the Civil Rights Commission to participate in such proceedings.
9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

ATTACHMENT B

Additional Provisions

NONE

ATTACHMENT C

Cost Breakdown

Design Services Fee Breakdown – Pages 1-5

Permit Services Fee Breakdown – Pages 1-3

DESIGN SERVICES FEE ESTIMATE - ATTACHMENT C

SUMMARY SHEET

Airport: Jackson County Airport-Reynolds Field
Project Description: Preliminary Engineering for Runway 7/25 Relocation and Safety Area Improvements
M & H Project No.: 10117-1000_
200 Calendar days in contract

COST BY ELEMENT	
ELEMENT 1.11 - PRE DESIGN CONFERENCE	\$13,286.89
ELEMENT 1.12 - ENGINEERING SURVEY	\$24,649.33
ELEMENT 1.13 - DETAILED CONSTRUCTION PLANS AND SPECIFICATIONS	\$95,865.11
ELEMENT 1.14 - ESTIMATE OF PROBABLE CONSTRUCTION COST	\$8,534.57
ELEMENT 1.15 - ENGINEERING REPORT	\$0.00
ELEMENT 1.16 - USERS CONFERENCE	\$0.00
ELEMENT 1.18 - CONFERENCES AND MEETINGS	\$23,024.11
M&H PROJECT COSTS*	
\$165,360.00	

*excludes sub consultants

COST BREAKDOWN	
LABOR COST	\$50,995.00
OVERHEAD COST @ 1.72	\$87,711.40
DIRECT COSTS	\$10,267.50
PROFIT @ 11%	\$16,386.10
SUB TOTAL	\$165,360.00
SUB CONSULTANTS-SOMAT	\$73,900.00
TOTAL COST THIS PROJECT	
\$239,260.00	

DESIGN SERVICES FEE ESTIMATE - ATTACHMENT C

Airport: Jackson County Airport-Reynolds Field
 Project Description: Preliminary Engineering for Runway 7/25 Relocation and Safety Area Improvements
 M & H Project No.: 10117-1000_

Employee Classification	PRINCIPAL	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
Hourly Rate	\$51.00	\$42.00	\$34.00	\$29.50	\$21.50	\$21.50	\$20.50	\$42.00
ELEMENT 1.11 - PRE DESIGN CONFERENCE								
Pre design meeting		10	8				4	
FAA Conference		24	16	16			4	
TOTAL HOURS	0	34	24	16	0	0	8	0
No. of trips at 115 miles/trip		1						
Meals (days)		3	3	2				
Nights Lodging								
Total labor and overhead this element	\$7,833.60							
Mileage this element (\$0.50 /mile)	\$57.50							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$80.00							
Lodging (\$75/night)	\$0.00							
Phone								
Flight-2	\$4,000.00							
Profit this element	\$1,315.79							
TOTAL COST THIS ELEMENT	\$13,286.89							
ELEMENT 1.12 - ENGINEERING SURVEY								
Topographical survey	2	24	80		80	16	4	
Survey for soil borings			24		24			
Electrical Survey				16				
TOTAL HOURS	2	24	104	16	104	16	4	0
No. of trips at 115 miles/trip		2			12			
Meals (days)			12		12			
Nights Lodging								
Total labor and overhead this element	\$21,161.60							
Mileage this element (\$0.50 /mile)	\$805.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$240.00							
Lodging (\$75/night)	\$0.00							
Phone								
Materials								
Profit this element	\$2,442.73							
TOTAL COST THIS ELEMENT	\$24,649.33							

Airport: Jackson County Airport-Reynolds Field
 Project Description: Preliminary Engineering for Runway 7/25 Relocation and Safety Area Improvements
 M & H Project No.: 10117-1000_

Employee Classification		PRINCIPAL	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.13 - DETAILED CONSTRUCTION PLANS AND SPECIFICATIONS									
Title sheet, Quantity Sheet and Std Plans									
Construction Phasing Options	8		16	40			40		16
Pavement Design			8	16					
Surface Design	8		60	160	40				16
Profile Design	4		16	40			16		
Drainage Analysis	4		40	120			16		
Preliminary Fencing Analysis			8	24			8		
Preliminary Electrical Analysis	4		8		80				
Preliminary Removal & Demolition Analysis			8	40			8		
Cross sections and earthwork summary			8		40				
TOTAL HOURS	28		172	440	160	0	88	0	32
Total labor and overhead this element	\$85,864.96								
Phone									
Printing	\$500.00								
Profit this element	\$9,500.15								
TOTAL COST THIS ELEMENT	\$95,865.11								
ELEMENT 1.14 - ESTIMATE OF PROBABLE CONSTRUCTION COST									
Cost estimate Civil	4		16	24				2	
Cost estimate Electrical				16	16			2	
TOTAL HOURS	4		16	40	16	0	0	4	0
Total labor and overhead this element	\$7,588.80								
Phone									
Materials	\$100.00								
Profit this element	\$845.77								
TOTAL COST THIS ELEMENT	\$8,534.57								

Airport: Jackson County Airport-Reynolds Field
 Project Description: Preliminary Engineering for Runway 7/25 Relocation and Safety Area Improvements
 M & H Project No.: 10117-1000_

Employee Classification	PRINCIPAL	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.15 - ENGINEERING REPORT								
Civil report								
Electrical report								
TOTAL HOURS	0	0	0	0	0	0	0	0
Total labor and overhead this element \$0.00								
Phone								
Materials								
Profit this element	\$0.00							
TOTAL COST THIS ELEMENT \$0.00								
ELEMENT 1.16 - USERS CONFERENCE								
TOTAL HOURS	0	0	0	0	0	0	0	0
No. of trips at 115 miles/trip								
Meals (days)								
Nights Lodging								
Total labor and overhead this element \$0.00								
Mileage this element (\$0.50 /mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$75/night)	\$0.00							
Phone								
Profit this element	\$0.00							
TOTAL COST THIS ELEMENT \$0.00								

Airport: Jackson County Airport-Reynolds Field
 Project Description: Preliminary Engineering for Runway 7/25 Relocation and Safety Area Improvements
 M & H Project No.: 10117-1000_

Employee Classification		PRINCIPAL	PROJECT ENGINEER	ENGINEER II	ENG TECH III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.18 - CONFERENCES AND MEETINGS									
Pre-bid meeting-NA									
FAA Meetings-2	2	16	16	16	16			4	4
Coordination with Sponsor	2	16	16	16	16			4	4
Landfill Effort Coordination	2	16	16	16	16			2	2
Drain Office Coordination	2	8	8	20					4
Coordination with AERO	2	8	8					4	
TOTAL HOURS	10	64	52	16	0	0	0	14	6
No. of trips at 115 miles/trip		4	2						
Lodging (\$75/night)									
Meals (days)		8	6						
Nights Lodging									
Total labor and overhead this element	\$16,257.44								
Mileage this element (\$0.50 /mile)	\$345.00								
Meals this element (\$30/Trip)	\$0.00								
Meals this element (\$10/trip)	\$140.00								
Lodging (\$75/night)	\$0.00								
Phone									
Flights-2	\$4,000.00								
Profit this element	\$2,281.67								
TOTAL COST THIS ELEMENT	\$23,024.11								

SUMMARY SHEET

Airport: Jackson County Airport-Reynolds Field

Project Description: Preliminary Engineering Runway 7/25- MDNRE Permit Application
M & H Project No.: 10117-1000_

Calendar days in contract

COST BY ELEMENT	
PERMIT APPLICATION AND SUBMISSION	\$14,893.05
AGENCY COORDINATION	\$9,454.70
MITIGATION DEVELOPMENT	\$10,102.24
M&H PROJECT COSTS*	\$34,450.00

*excludes sub consultants

COST BREAKDOWN	
LABOR COST	\$11,288.00
OVERHEAD COST @ 1.72	\$19,415.36
DIRECT COSTS	\$345.00
PROFIT @ 11%	\$3,411.64
SUB TOTAL	\$34,460.00
SUB CONSULTANTS	\$0.00
TOTAL COST THIS PROJECT	
	\$34,460.00

DESIGN SERVICES FEE ESTIMATE - ATTACHMENT C

Airport: Jackson County Airport-Reynolds Field
 Project Description: Preliminary Engineering Runway 7/25- MDNRE Permit Application
 M & H Project No.: 10117-1000_

Employee Classification	PROJECT MANAGER	PROJECT SCIENTIST	WETLAND BIOLOGIST	ENGINEER III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
Hourly Rate	\$51.00	\$42.00	\$34.00	\$29.50	\$21.50	\$21.50	\$20.50	\$42.00

PERMIT APPLICATION AND SUBMISSION

MDNRE Permit Development & Submittal	2	40	16	16		40	8	
Project Justification & Alternatives Development		16	8			4	4	
TOTAL HOURS	2	56	24	16	0	44	12	0
No. of trips at 115 miles/trip								
Meals (days)								
Nights Lodging								

Total labor and overhead this element	\$13,420.48
Mileage this element (\$0.50 /mile)	\$0.00
Meals this element (\$30/Trip)	\$0.00
Meals this element (\$10/trip)	\$0.00
Lodging (\$75/night)	\$0.00
Phone	
Flight	\$0.00
Profit this element	\$1,472.57
TOTAL COST THIS ELEMENT	\$14,893.05

AGENCY COORDINATION

On-site agency meetings (3 meetings)	6	24	24			4	4	
Early Agency Coordination	2	8	8					
TOTAL HOURS	8	32	32	0	0	4	4	0
No. of trips at 115 miles/trip		3	3					
Meals (days)								
Nights Lodging								

Total labor and overhead this element	\$8,181.76
Mileage this element (\$0.50 /mile)	\$345.00
Meals this element (\$30/Trip)	\$0.00
Meals this element (\$10/trip)	\$0.00
Lodging (\$75/night)	\$0.00
Phone	
Materials	
Profit this element	\$937.94
TOTAL COST THIS ELEMENT	\$9,464.70

Airport: Jackson County Airport-Reynolds Field
 Project Description: Preliminary Engineering Runway 7/25- MDNRE Permit Application
 M & H Project No.: 10117-1000_

Employee Classification	PROJECT MANAGER	PROJECT SCIENTIST	WETLAND BIOLOGIST	ENGINEER III	SURVEY TECH	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
MITIGATION DEVELOPMENT								
Mitigation Coordination	2	16	16					
Wetland Mitigation	2	16	16					
Red Flag Agency Coordination	2	8	8					
TOTAL HOURS	6	40	40	0	0	0	0	0
Total labor and overhead this element	\$9,101.12							
Phone								
Printing								
Profit this element	\$1,001.12							
TOTAL COST THIS ELEMENT	\$10,102.24							

ATTACHMENT D

**Sketch Showing Location of Work to be
Performed as Part of this Contract**

**ATTACHMENT E
SCOPE OF SERVICES
JACKSON COUNTY AIRPORT
JACKSON, MI
PRELIMINARY ENGINEERING FOR RUNWAY 7/25 RELOCATION AND SAFETY AREA
IMPROVEMENTS**

Project Description:

This project includes the preliminary design phase for the Runway 7/25 and parallel taxiway relocation and safety area improvement project. The proposed runway dimensions shall be 5350 feet by 100 feet, and the proposed parallel taxiway A shall be 50 feet in width. The runway safety areas shall be 1000 feet beyond the runway end by 500 feet in width. The proposed project shall also include a perimeter road around the new runway and taxiway. The existing runway 6/24, taxiway, and perimeter road shall be removed as part of this project. The proposed pavements are shown in the attached drawing. The initial design phase shall be as described below. The primary purpose of this phase of the design is to determine sufficient information to complete the wetland permitting process with the Michigan Department of Natural Resources and Environment (MDNRE), and to allow the SPONSOR to purchase the required wetland credits to mitigate for the impacts associated with this project. The project shall also allow for updating the existing cost estimates for programming purposes.

Data Collection:

Topographic Survey

A field topographic survey shall be conducted by the CONSULTANT to determine the existing ground and existing pavement elevations needed for the preliminary design of runway 7-25 relocation and safety area improvements, and the removal of the existing runway 6-24. The survey shall also determine known utilities, runway or taxiway lights, navigational aids, signs, or lighting circuits in the runway relocation area. The topographic survey shall extend to 100 feet beyond the runway and taxiway safety areas. The CONSULTANT shall coordinate with the SPONSOR, Michigan Department of Transportation (MDOT), and the Federal Aviation Administration (FAA) to locate existing utilities.

Geotechnical Investigation

The geotechnical investigation shall consist of performing 222 soil borings all within the existing and proposed work areas. The soil borings shall be drilled to a depth of 10 feet below existing grade. If highly compressible soil is encountered in any of the borings, the depth shall be extended to determine the full depth of the compressible soil layer. Another 100 feet of borings shall be taken in potential borrow areas. If additional borings are required due to unforeseen conditions they shall be added to this project by amendment.

The groundwater level shall be recorded during and immediately after drilling. The bore holes shall be backfilled with soil cuttings, and pavement cores shall be replaced and patched cold patch if necessary.

After soil borings are completed a detailed report shall be provided. The report shall contain an analysis of existing conditions and provide recommendations for design and construction of the new pavements.

Design Considerations:

The CONSULTANT shall design this project in accordance with FAA design advisory circulars. All design criteria for this project including runway, and taxiway standards shall meet the standards of the current airport layout plan. The design for this phase shall include development of the final contours and geometrics for the runway 7-25, taxiway A, perimeter roads, and safety area improvements. This design shall include coordination with the agencies involved with the project, such as FAA for the installation of new navigational aids, and the county drain office for drainage requirements.

Construction Phasing Options

The CONSULTANT shall review different options for phasing of the project. This will depend on the soil analysis and any recommendations made for allowing fill areas to settle prior to construction. It shall also take into account coordination with operations of the airport and the timing of the landfill mitigation efforts.

Pavement Design

The final pavement design shall be associated with a fleet mix developed under this contract. The pavement section shall be designed using FAARFIELD software. All pavement sections to be designed by the CONSULTANT shall be designed in accordance with FAA and MDOT Bureau of Aeronautics specifications.

Design Criteria

The final geometrics and contours shall be designed in accordance with FAA AC 5300-13 and the most recent requirement for the glide slope and localizer critical areas. The final approval of the grading requirements for the glide slope and localizer critical areas shall be by the FAA. The alignment of the runway and taxiway shall be based on the updated airport layout plan.

Drainage Analysis

The CONSULTANT shall conduct a cursory drainage review and create the proposed drainage alignments and pipe sizes in accordance with FAA requirements. If the county drain office has requirements beyond FAA requirements, they shall be added to the design by amendment.

Preliminary Fencing Analysis

The CONSULTANT shall review the fencing alignments and access needs of the project and update the cost estimate. The final fencing design and plan set development for the project shall be provided in the future final design contract.

Preliminary Electrical Analysis

The CONSULTANT shall review the electrical and navigational aid needs of the project and update the cost estimate. The analysis shall include coordination for the future Instrument Landing System (ILS) with the FAA. The electrical design and plan set development for the project shall be provided in the future final design contract.

Preliminary Removals & Demolition Analysis

The CONSULTANT shall review all of the demolition and removal requirements on the project. This shall include any of the pavement removals, building demolition, and possible recycling options. The tree clearing/pruning shall also be reviewed and estimated in this analysis. The final tree clearing/pruning design shall be developed once the approach survey is completed in a future contract.

Cross Sections and Earthwork Summary

The CONSULTANT shall prepare 100 foot cross sections for incorporation into the environmental permits. An earthwork volume shall also be developed for the updated cost estimate.

Future Design Amendment

The project shall be amended in the future to include the final design elements. These include but may not be limited to, final project safety and phasing requirements, additional drainage design, project specifications, electrical design including FAA requirements, structural design if necessary, pavement marking layout, final construction plan sheets for all work elements, final quantity takeoffs, and cost estimates. Also any approach surveys or approach development coordination, tree clearing/pruning, and land acquisition necessary shall be part of future design phases.

A final engineering report shall be prepared in the final design of the project. This report shall contain all of the design elements throughout the project.

Environmental Considerations

Mead & Hunt shall complete and file a Part 303, Wetland Protection permit and Part 301 Inland Lakes and Streams permit (if required) for the above referenced project with the appropriate Michigan Department of Natural Resources and Environment (MDNRE) staff. The permit application shall include the project justification, alternatives considered, expected impacts, and mitigation requirements. It is anticipated that the permit application shall require an extensive discussion of cumulative impacts as it relates to past, current, and future wetland impacts in the area.

Up to three (3) on-site resource agency meetings are proposed as part of the permit development process. Coordination with the various resource agencies shall be conducted to establish acceptable mitigation measures for approximately 20 acres of wetland impacts, potential impacts to the Moak Drain, and tree clearing in the approaches.

The project is proposed to be constructed over an existing closed landfill. Currently, a separate project is underway to remove or gain regulatory approval that the landfill site is acceptable to build on. As such, no coordination or other tasks related to the existing landfill are included in this Scope of Services. It is assumed that the landfill shall be removed or otherwise determined by the appropriate regulatory agency as needing no further action prior to proposed construction. Any required landfill tasks or action shall be added by amendment.

The proposed project shall be considered to have "Red Flag" status by Federal regulatory agencies. Red Flag permits are reviewed by Federal agencies such as the Environmental Protection Agency (EPA) and U.S. Fish and Wildlife Service (USFWS) as well as various State regulatory agencies.

This Scope of Services includes consultation and a coordination task associated with the MDNRE permit application only and does not include field investigation or engineering design associated with off-site wetland or stream mitigation. Additional stream mitigation beyond the technical information required for the permit shall be considered an addendum to this contract. It is assumed that wetland impacts shall be mitigated through the purchase of wetland banking credits and no additional wetland delineation or off-site field investigations are required. Wetland mitigation beyond banking credits shall be added by amendment.

It should be noted that Mead & Hunt does not guarantee a permit will be issued to construct the proposed project. A reasonable attempt shall be made by Mead & Hunt within this Scope of Services to guide the MDNRE permitting process to a successful completion. Permit approval is at the discretion of the permitting agencies and is not guaranteed.

Deliverables

Final geometrics and contours for the project

Layout sheets showing the final project profile and contours

Preliminary plan sheet representing fencing layout

Preliminary plan sheet representing removal and demolition areas

Updated cost estimate for programming purposes

Project environmental permits as stated above

Attachment F

NON-CONSTRUCTION CONTRACT

Appendix B

(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI – 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports.** The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SPONSOR or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the SPONSOR or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the SPONSOR will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the SPONSOR or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the SPONSOR to enter into such litigation to protect the interests of the SPONSOR and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS
49 U.S.C. 47123**

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport SPONSOR or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport SPONSOR or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**ACCESS TO RECORDS AND REPORTS
49 CFR PART 18.36(i)**

The Contractor will maintain an acceptable cost accounting system. The Contractor agrees to provide the SPONSOR, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS
49 CFR Part 18.36(i)(8)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the SPONSOR of the Federal grant under which this contract is executed.

Appendix C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)
(Revised October 1, 2005)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
49 CFR Part 20, Appendix A

(1) No Federal appropriated funds will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor will complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

TRADE RESTRICTION CLAUSE 49 CFR PART 30

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract will be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor will provide immediate written notice to the SPONSOR if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the SPONSOR cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

TERMINATION OF CONTRACT 49 CFR Part 18.36(i)(2)

For all contracts in excess of \$10,000:

- a. The SPONSOR may, by written notice, terminate this contract in whole or in part at any time, either for the SPONSOR's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services will be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the SPONSOR.
- b. If the termination is for the convenience of the SPONSOR, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the contractor's obligations, the SPONSOR may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor will be liable to the SPONSOR for any additional cost occasioned to the SPONSOR thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the SPONSOR. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the SPONSOR provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION 49 CFR Part 29

For all contracts in excess of \$25,000:

The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it will attach an explanation to this solicitation/proposal.

BREACH OF CONTRACT TERMS
49 CFR Part 18.36

For all contracts in excess of \$100,000:

Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under will be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL
49 CFR Part 18.36(i)(12)
(April 14, 2008)

Contractors and subcontractors agree for all contracts in excess of \$100,000:

- a. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- b. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- c. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- d. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

Attachment G

Prime CONSULTANT Statement of DBE Sub-CONSULTANT Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime CONSULTANT in meeting contractual obligations to DBEs.

PRIME CONSULTANT:		<input type="checkbox"/>	CHECK IF PRIME IS MDOT-DBE CERTIFIED	AUTHORIZATION NO.		CONTRACT NO.		
BILLING PERIOD:		Check if Final Payment <input type="checkbox"/>		JOB NO.				
CERTIFIED DBE SUBCONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE

As the authorized representative of the above prime CONSULTANT, I state that, to the best of my knowledge, this information is true and accurate.

PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE)	TITLE	DATE
--	-------	------

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE) _____ DATE _____

SPECIAL NOTE: "Prime CONSULTANT or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subCONSULTANTS. Complete and submit to the Contract Administrator with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No.," as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subCONSULTANT during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime CONSULTANT and the subCONSULTANT.

For "Cumulative Dollar Value of Services Completed" report the total amount the subCONSULTANT has earned since beginning this project.

For "Deductions," report deductions made by the prime CONSULTANT to the subCONSULTANT's "Cumulative Dollar Value of Services Completed" for other fees, materials, services or equipment provided to the subCONSULTANT according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subCONSULTANT for services completed.

For "Actual Amount Paid During this Reporting Period" report actual payments made to the subcontractor for services during this reporting period.

Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT CONTRACT ADMINISTRATOR:

Complete "Comments" if necessary, sign, date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050

Lansing, Michigan 48909

Questions about this form? call Toll-free, 1-866-DBE-1264



J X N

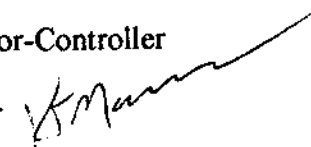
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

October 29, 2010

TO: Randall Treacher, Administrator-Controller

FROM: Kent Maurer, Airport Manager 

RE: Commission Agenda Item: Contract amendment with Commonwealth Associates for Demolition of Four Residential Structures

Requested action: Approve the contract amendment with Commonwealth Associates covering: coordination of the demolition project; hazardous materials assessment and remediation planning; and, demolition of the structures located on four residential properties purchased by the County of Jackson because of the Runway 7-25 Safety Project.

Funding: Existing MDOT-Aeronautics grant

Background: The County of Jackson recently acquired four residential properties that now must be demolished for the Runway 7-25 RSA project. Commonwealth Associates has submitted a proposal that encompasses all aspects of the demolition process. Development of this proposal involved Commonwealth Associates seeking quotations from five local demolition contractors with Bailey Excavation submitting the lowest fee. Commonwealth also sought quotes from three environmental firms and Quantum Environmental was the lowest cost of the two submitted.

After discussions with MDOT Aeronautics staff about the preferred manner in which to approach the demolition process, proposals from a total of three consulting companies for demolition related services were solicited and a summary of those proposals follows:

Mead and Hunt submitted a proposal at a cost of **\$13,470** that did not include any actual demolition costs. Environmental hazard assessment and remediation components of the project were not included in their proposal due to company policy.

SME submitted a proposal for the demolition coordination and environmental hazard components at a cost of **\$32,000** that did not include any fees for actual demolition.

Commonwealth Associates is being recommended to provide demolition services based upon the completeness of their proposal coupled with cost. Commonwealth Associates will provide all component services related to demolition of these four structures at a total cost of \$42,171. The “Commonwealth Associates” portion of these costs is **\$11,471**.

Recommendation: Approval of the contract amendment with Commonwealth Associates for a total cost of \$42,171 for demolition services.

Attachments: Contract amendment, scope of work statement and spreadsheet of associated costs.

**Jackson County Airport
Jackson, Michigan
AMENDMENT NO. 1**

This is the Amendment No. 1 to the Contract between Jackson County Airport and Commonwealth Associates, Inc. dated April 14, 2007 for land acquisition for the Jackson County Airport.

REASON FOR AMENDMENT:

Houses which were acquired are now vacant and require demolition.

SCOPE OF AMENDMENT:

See attached scope of services titled as "CAI Proposal P-10-166"

COMPENSATION AND PAYMENT:

\$42,171.00 (see "Proposed Consultant Budget" attached.) Payments to be made as follows:

1. \$ 6,780.00, upon completion of asbestos survey.
2. \$35,391.00, upon completion of demolitions.

\$ 42,171.00 TOTAL

EXECUTION OF AMENDMENT:

This Amendment shall be binding on both parties and of full force and effect upon signing by the Consultant and the duly authorized official of Jackson County.

JACKSON COUNTY ACCEPTANCE

By: _____

County of JACKSON

(Title)

Witness: _____

Date

COMMONWEALTH ASSOCIATES, INC.

By: _____
Dennis F. DeCosta, P.E., President

Commonwealth Associates, Inc.
P.O. Box 1124
Jackson, MI 49204-1124

Witness: _____

Date

**Scope of Work
Jackson County Airport
CAI Proposal No.: P-10-166
Demolition Services Related to 4 Parcels**

Land Acquisition Staff

- | | |
|-----------------------------------|-----------------|
| ➤ Tim Davis, SR/WA | Project Manager |
| ➤ Desmond Kirkland, SR/WA | Specialist III |
| ➤ Jeannine Myers | Specialist I |
| ➤ Sallie Martin | Clerical |
| Other staff as deemed appropriate | |

Sub-Consultants

- Bailey Excavating, Inc – Demolition
- Quantum Environmental, Inc – Environmental testing

Assumptions and Conditions of Estimate

1. Mitigation of environmental issues which may be identified during environmental testing will be addressed under separate agreement.
2. Airport or county will sign documents related to utility disconnects as necessary.

Right-of-Way Services

CAI's land services staff will.

1. Secure services of the subconsultants, coordinate and oversee completion of services identified in the respective scope of work for each.
2. Coordinate the disconnection of utility services to the house.

Right-of-Way Services Deliverables

1. Asbestos survey reports
2. Demolition of parcels 94, 101, 102 and 104

Cost

See attached "Proposed Consultant Budget"

Attachment "C" Cost Breakdown

COMMONWEALTH ASSOCIATES, INC.CAI PROPOSAL/PROJECT #: P-10-166 DATE: October 29, 2010AIRPORT: Jackson County Airport PROJECT DESCRIPTION: Asbestos survey and Demolition - 4 Parcels

TASK	PERSONNEL HOURS AND COSTS							
	Section / Project Manager	Acquisition / Relocation Specialist III	Acquisition / Relocation Specialist I	Office Clerical	Total Hours	Total Personnel Expense by Task	Total Expenses by Task	Total Amount by Task
1. Environmental testing (Asbestos survey)	12		12	2	26	\$2,513	\$1,700	\$4,213
2. Demolition	16		60		76	\$6,391	\$29,000	\$35,391
3. Sub contract Management & Meetings	18		2	2	22	\$2,567	\$0	\$2,567
					0	\$0	\$0	\$0
					0	\$0	\$0	\$0
					0	\$0	\$0	\$0
Total Hours	46	0	74	4	124			
Hourly Rate	\$47.50	\$40.00	\$26.50	\$18.00				
Personnel Subtotal (Hrs. x Rate)	\$2,185	\$0	\$1,961	\$72				
Overhead (Personnel x 145%)	\$3,168	\$0	\$2,843	\$104				
Personnel & Overhead Subtotal	\$5,353	\$0	\$4,804	\$176				
Profit Markup (11%)	\$589	\$0	\$528	\$19				
TOTAL:	\$5,942	\$0	\$5,333	\$196	\$11,471	\$11,471	\$30,700	\$42,171

EXPENSES	TASK 1	TASK 2	TASK 3	TASK 4	TASK 5	TOTAL
Direct Expense						
						\$0
Field Services (<i>travel, mailings, etc</i>)						\$0
Sub Consultant Costs						
Environmental (Quantum)	\$1,700					\$1,700
Demolition (Bailey)		\$29,000				\$29,000
TOTAL:						\$0
	\$1,700	\$29,000	\$0	\$0	\$0	\$30,700

SUMMARY OF COSTS	
Personnel Expenses	
Expenses	\$ 11,471
BUDGET TOTAL:	\$ 30,700
	\$ 42,171

Invoiced as: \$6,780 upon completion of Task 1 (includes task 3)
 \$35,391 upon completion of Task 2
 \$42,171



Jackson County Health Department

1715 Lansing Avenue • Ste. 221 • Jackson, Michigan 49202

Phone (517) 788-4420

Fax (517) 788-4373

To: Board of Commissioners
County Administration

From: Ted Westmeier

Re: Agreement for Billing Clerk Services for Livingston County Department of Public Health

Date: November 1, 2010

The Livingston County Department of Public Health is in need of billing clerk services to assist in reducing the backlog created by a bookkeeper vacancy. The Jackson County Health Department has the capacity to provide limited assistance. I am requesting the Board approve entering into an agreement with Livingston County to provide limited assistance. The County will be reimbursed at a rate of \$29.54/hour which includes travel time and the employee reimbursed at \$.50/mile. This is a time limited, temporary arrangement. I am requesting that the agreement not exceed \$5,000 total reimbursement.

An Equal Opportunity Employer

Accounting
788-4487

Environmental Health Division
788-4433

Health Education
788-4655

**Personal & Preventative
Health**
788-4420



Jackson County Information Technology

Connie Frey, Information Technology Director

TO: Personnel and Finance Committee
Board of County Commissioners

FROM: Connie Frey, Information Technology Director
Hank Zavislak, Prosecuting Attorney

SUBJECT: Imaging Contract for Prosecuting Attorney

DATE: November 1, 2010

Motion Requested

Award a software and services contract to *Imagesoft* in the amount of \$220,554.

I. Background

- A. In 2008 Imagesoft was chosen as the Imaging vendor for the Friend of the Court. Jackson County used an existing competitively bid government contract between Imagesoft and Genessee County for the original scope of services.
- B. Since the first contract with the Friend of the Court, Jackson County has pursued other imaging services within the County. Using the same vendor creates efficiencies as work processes cross between departments.

II. Current Situation

- A. The Prosecuting Attorney is the next logical choice for this expansion. After visiting other sites, demonstrations, and much discussion the Prosecutor has chosen this platform as a viable solution for creating and maintaining electronic files using the efficiency and effectiveness of workflow. This expansion will also benefit future departments as they join the imaging system.

III. Analysis

- A. **Strategic** – This improvement supports the general support services that Information Technology provides to the County. It supports the Safe Communities objective as it will improve efficiencies in the Office of the Prosecuting Attorney.
- B. **Financial** – The 2010 Capital Budget has sufficient funds to cover this \$220,554 contract for services.

- C. **Legal** – County purchasing Policy No. 2020 allows the Board to use existing competitively bid government contracts. We have reviewed the terms of the contract and found them to be in compliance with the contract with Genessee County.
- D. **Timing** – Procurement of imaging services for the prosecutor cannot proceed without approval from the Board of Commissioners.

IV. Recommendation

The Information Technology Director recommends the award of said software and services contract to Imagesoft in the amount of \$220,554 and that said contract be signed.

Attachments:

Services Contract for Imagesoft

Statement of Work No.	9
Revision No.	9
Customer Name:	Jackson County
Project Name:	Prosecuting Attorney
ImageSoft Contact:	Michael Leidlein

This Statement of Work is made and entered into by and between ImageSoft, Inc., a Michigan Corporation with its principal offices at 40 Oak Hollow, Suite 120, Southfield, MI 48033 ("ImageSoft"), and Jackson County Michigan with its principal offices at 165 W. Michigan Avenue, Jackson, MI 49201 ("Customer"):

This Statement of Work is to be attached to and is hereby made a part of the Professional Services Agreement ("PSA") entered into by and between Customer and ImageSoft dated June 20, 2008.

Unless otherwise specified, the products and services provided within this SOW are hereby added to and covered for the duration and under the terms of the System Maintenance Agreement (SMA) dated: June 20, 2008.

To the extent that any terms and conditions contained in the related PSA or SMA are in conflict with, or in addition to the terms and conditions of this Statement of Work, the terms and conditions of this Statement of Work shall control.

Table of Contents

1.	Introduction	3
2.	Scope of Work.....	3
3.	Hardware.....	4
4.	Software	4
4.1	OnBase Components.....	4
4.2	ImageSoft Components	5
4.2.1	TrueSign™	5
4.2.2	Word Templates (iDocCreator)	6
5.	Professional Services.....	6
5.1	ImageSoft Project Management	6
5.2	Business Analysis and Design (Functional Specification)	7
5.3	Installation and Configuration	7
5.4	Enterprise Application Enabler Integration.....	8
5.4.1	PACC/PAAM	8
5.4.2	JIS Court Schedule	8
5.5	Workflow Configuration (Customize, Unit Test)	8
5.5.1	Prosecution Request Review Life Cycle(s)	8
5.5.2	Inbox Life Cycle	8
5.6	Disaster Recovery.....	9
5.7	User Acceptance Testing.....	9
5.8	Production Rollout (Go-live).....	9
5.9	Training	9
5.10	Production Support	10
6.	General Assumptions.....	11
7.	Pricing	12
7.1	Detailed Pricing	12
7.2	Payment Schedule	14
7.3	Service Pricing	14
7.4	Out-Of-Pocket Expenses	14
8.	Approval	15

1. Introduction

Jackson County is interested in expanding their existing OnBase system for the Prosecuting Attorney's (PA) Office. This SOW includes software and services required to meet the needs of the PA office based on the solutions installed at other similar offices in Michigan.

Jackson County Prosecuting Attorney's Office recently attended a site visit at St. Clair County PA to learn about their operation and OnBase implementation. Jackson County had a favorable impression of their ability to manage case file and docket activity electronically. Jackson County PA office would like to implement ECM and workflow for the following reasons:

- Save staff time filing papers, searching for files, and responding to phone queries.
- Since documents are captured as they enter the office they are less likely to be misplaced or lost like physical paper.
- Improve response time screening prosecution requests.
- Gain greater administrative control and transparency.
- Improve docket efficiency by no longer having to pull physical case files.
- Prosecute cases using notebook only.

When completed, the Prosecutor anticipates the following benefits for the citizens served:

- Timely access to justice services at all times.
- Standardized delivery of services.
- Improved use of resources through standard, efficient processes.
- Informed decisions by, which will lead to better outcomes for individuals, families, and businesses.
- Improved data sharing with stakeholders.
- Access to data to measure and manage performance.
- An electronic environment (a transition from all paper to paper on demand).

2. Scope of Work

The proposed Prosecuting Attorney's document management and workflow solution includes product and services to support the following:

Capture and Index

- Hardware and software required to capture and index paper and electronic case documents associated with Adult Warrant and Juvenile Petition Requests.

Document Catalog

- The Document Catalog provides structure and organization to the electronic case file. The solution provides a comprehensive document catalog that supports both Adult Warrant and Juvenile Petition Prosecution Requests.

Word Template Integration

- Word Templates are document forms that are easily created and stored back into the electronic case file. Tag value replacement is supported improving productivity and document integrity.
- Word Templates are used by the APA and Secretaries to create internal form based letter correspondence. For example: plea agreement, checklist, jail release, transcript request, settlement agreement, etc.

Dynamic Foldering

- The electronic case file supports dynamic foldering with color coded tabs. It's dynamic in the sense that the system maintains a consistent folder structure across various case types.

eForms

- Each case file utilizes a Case Notes eForm to track activity and provide a snapshot overview of actions taken.
- Docket calendar eForms are provided eliminating the need to maintaining and pulling physical case files.

Workflow

- Prosecution request review workflow is used for consistent screening, tracking and processing of Adult Warrant and Juvenile Petition requests.
- Inbox workflow is used to manage daily mail and docket activity.
- Provides environment for prosecutors to prosecute cases electronically using notebook only.

3. Hardware

No hardware is included in this SOW.

4. Software

This section describes the OnBase and ImageSoft software components required for implementing solution.

4.1 OnBase Components

The table below provides a short description of each of the OnBase modules being provided. The description provided here is intended to provide a brief overview of the intended purpose. A more comprehensive description of each of the modules can be found at www.onbase.com. Detailed module information is available upon request.

Module Name	Part #	Description
Virtual Print Driver	PTIPC1	Provides a method to capture, index and store the print stream from any printable application and store the information as a TIFF image within the OnBase document repository. This is a single instance license.
Named User Client Software	CTIPN1	A user license for accessing core OnBase features (excluding workflow) that is dedicated to a single named user.
Concurrent Client Software	CTIPC1	Provides retrieval, viewing, printing, and management of documents.
Workflow Named User Client SL	WLIPN1	A user license for accessing OnBase workflow features that is dedicated to a single named user.
Workflow Concurrent Client SL	WLIPC1	Provides electronic document routing through a configurable work process. Provides access to Workflow functions in order to perform work and complete tasks on documents.
Production Document Imaging	DIIPW2	Scans (digitizes) paper documents using TWAIN compatible devices. Advanced features include bar code recognition, distributed capture and indexing, blank page separation and auto-enabled indexing
Enterprise Application Enabler	AEIPI	Provides an interface between OnBase and a line-of-business system without requiring custom programming.
Unity Client Server	UNIP1	Desktop client built on .NET and WPF that provides a customizable user experience to the desktop.
Unity Briefcase	UBIPW1	Provides offline access to documents and processes for disconnected, field workforces.

Assumption: ImageSoft's recommendation for user licenses is based off of Hyland's required matching scheme. Hyland recommends a named workflow license for each named client license, a concurrent workflow license for each concurrent client license, and a workstation workflow license for each workstation client license.

As an early adopter of the Unity Client, OnBase's next generation desktop application, the County is eligible for early adopter pricing and may be used as a reference for the Unity Client to other potential customers.

Deliverable: Software modules as defined above.

4.2 ImageSoft Components

This section describes required ImageSoft software components.

4.2.1 TrueSign™

The requirement for physical signature has in the past been an impediment to efficiency improvements. TrueSign™ (Integrated Electronic Signature) was developed to allow an organization to be completely paperless by providing a tool for signing documents electronically that produces an image with an actual signature. TrueSign™ has several options depending on the needs of the department¹:

- TrueSign™ allows users to mark document with a "sign here" flag (see Figure).
- Supports signing by proxy.
- Allows signatures to be placed in a specific location through a mouse-click.
- Supports a wide variety of signature pads to allow the capture of a physical signature directly into a document.

See sample screen shots below providing overview of signature process:

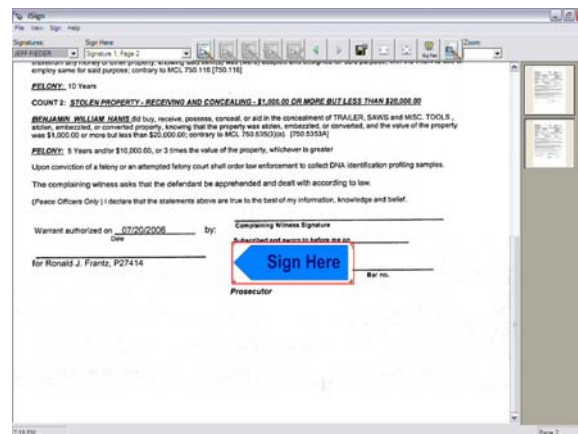


Figure - TrueSign™ Interface (Before Signature)

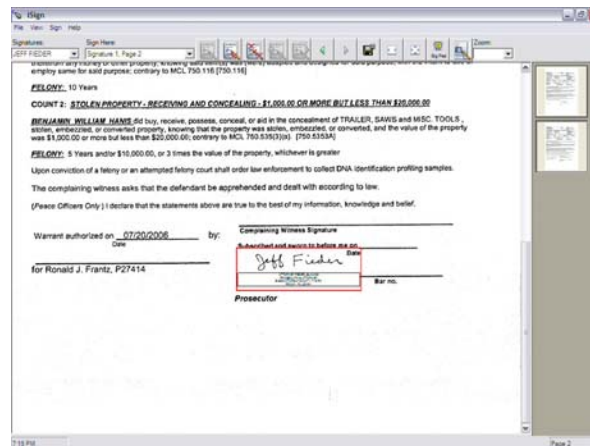


Figure - TrueSign™ Interface (with Signature)

4.2.2 Word Templates (iDocCreator)

Word Template integration streamlines the process of creating outgoing correspondence and forms while providing an option to automatically save document back into OnBase for easy retrieval. Tag values such as defendant / plaintiff names, case number, etc. are automatically replaced during creation greatly improving document integrity.

Assumption: ImageSoft will assist customer in configuring up to five (5) letters. The customer will be responsible for configuring further letters.

5. Professional Services

This section describes professional services required to implement solution.

5.1 ImageSoft Project Management

ImageSoft will assign a Project Manager to manage ImageSoft staff assigned to the project. The ImageSoft Project Manager will work directly with Customer project manager and make a good faith effort to control and monitor the project such that both parties' needs are met.

Project Managers within ImageSoft are responsible for administering the activities within a project from inception to project closure. This includes activities such as:

- Developing the detailed ImageSoft project plan
- Following up with customers on requirements, milestones, deliverables
- Managing items outside the scope of this SOW
- Coordinating the activities between the various stakeholders (sales, customer, development team, installation team, testing team, etc)
- Providing a single point of contact for project related inquiries (questions, issues, etc)
- Managing the risk and project log. Mitigating all issues and escalating as needed
- Ensuring projects are delivered under the triple constraint of: time, scope and cost
- Manage customers User Acceptance Testing schedule and plan

Assumptions:

1. Customer PM and project stakeholders will be available when required.
2. Customer delays will result in additional service costs and possible further delays in the project.

Deliverable: Project Management Services as described above

5.2 Business Analysis and Design (Functional Specification)

Upon completion of the initial Analysis and Design process, ImageSoft will publish a Statement of Work document. This will then be used to create a Functional Specification and when approved, a master implementation schedule.

The Analysis and Design process will clarify the scope of the project by defining the major configuration points of the system. This process will consist of a series of meetings at Customer's facility. ImageSoft will then develop a Functional Specification document and present it to the customer for approval. ImageSoft will lead the meetings and will discuss and document the following major topics.

1. Document scanning and indexing
 - a. Scanning process
 - b. Scanning locations
 - c. Indexing with PACC/PAAM application data validation
2. Document storage and retrieval
 - a. Document Types
 - b. Index Fields
 - c. Security
 - d. Custom Queries
 - e. Integration with PACC/PAAM application to allow hot-key retrieval of document from screens
3. Workflow
 - a. Process flow
 - b. User Interaction (queues and tasks)
 - c. Server tasks
4. Installation and Rollout
 - a. Client rollout strategy
5. Project Management
6. Training
7. Support

Assumption: The Business Analysis process will be based on a gap analysis performed against a successfully installed PA solutions from other Michigan counties. Any additional scope requirements may require additional cost.

Deliverable: Functional Specification Document

5.3 Installation and Configuration

ImageSoft will install and configure the system for Customer per the agreed upon functional specification document.

The PA office is looking to streamline process and eliminate the inefficiencies inherent to paper processing. Documents will be captured upon point of entry and routed electronically until it has been fully processed. The PA office is looking for a solution that will:

1. Promote quick retrieval.
2. Enable electronic workflow routing rules tailed to Jackson's specific needs.
3. Easily and intuitively apply signatures electronically.
4. Consistent folder structure for all APAs
5. Use notebook computer for trial preparation and courtroom proceedings.

5.4 Enterprise Application Enabler Integration

Application Enabler is used in a multitude of ways to seamlessly extend existing line of business applications for enterprise process and document management. This section describes how specific line of business applications will be integrated with Application Enabler for the prosecutor's office.

5.4.1 PACC/PAAM

ImageSoft will test and configure the OnBase Enterprise Application Enabler (EAE) module to integrate with Customers PACC/PAAM system.

EAE will be configured such that users of the PACC/PAAM system can press a special key, or click in a certain area and automatically retrieve documents from OnBase.

EAE will also be configured such that users of the PACC/PAAM system can retrieve screen data during the indexing process. This is intended to eliminate duplicate data entry.

5.4.2 JIS Court Schedule

It's anticipated that Jackson County will purchase Enterprise Enabler (AE) to capture JIS Court events for both Circuit and District Courts (see sample JIS screen shot below).

ImageSoft will develop an import preprocessor that processes data and auto creates Docket eForm [DC].

Assumptions:

1. Hyland has agreed to credit the original purchase price of Application Enabler (\$15,000) toward the purchase of Enterprise Application Enabler (\$50,000).
2. Court users access JIS using IBM PCOMM terminal emulator.
3. Prosecutor office has access to both Circuit and District JIS court calendar.
4. Juvenile court schedule is maintained in JIS.

Deliverable: Configured OnBase EAE module.

5.5 Workflow Configuration (Customize, Unit Test)

Workflow is a set of preconfigured queues and tasks that facilitate consistent processing of prosecution requests, incoming documents and docket management. This section describes the services required to tailor prepackage prosecutor workflows to meet the unique needs of Jackson County.

5.5.1 Prosecution Request Review Life Cycle(s)

ImageSoft will tailor the following prosecution request workflow to meet Jackson County PA's unique requirements:

- PA – Warrant/Petition Review

5.5.2 Inbox Life Cycle

ImageSoft will tailor the Inbox workflow to meet Jackson County PA's unique requirements for processing daily mail and weekly docket management.

5.6 Disaster Recovery

ImageSoft encourages Customer to implement a Disaster Recovery Business Resumption plan for their implementation. This SOW does not include services or software to be used for disaster recovery.

5.7 User Acceptance Testing

Customer is responsible for final testing of the system prior to production rollout. ImageSoft will assist in this process by providing advice and by correcting system issues that are discovered during testing. A specific testing period will be defined where Customer will apply qualified and dedicated staff to user acceptance testing. The details of this process will be discussed and planned for by the project management team.

Assumptions:

1. Customer is responsible for the UAT plan and will send UAT Test plans to ImageSoft Project Manager prior to UAT training.
2. Delays in the user acceptance testing which are a result of Customer not applying appropriate resources to the task and which are not due to system issues, will increase services costs to the Customer.

Deliverable: ImageSoft assistance to Customer in performing user acceptance testing.

5.8 Production Rollout (Go-live)

ImageSoft will assist Customer in the rollout of the final system into production. Production Rollout is a joint effort, and will require significant effort from Customer. ImageSoft shall apply only the amount of time and effort that is specifically identified in the pricing section of this SOW.

Deliverables:

1. Assistance with production go-live

5.9 Training

ImageSoft will provide training services within the amount of time identified in the Pricing section of this Statement of Work. The following training course will be provided.

<u>User Training:</u>	The User Training will focus on general use of the system. It will cover topics such as searching, viewing, printing, e-mailing, workflow interface, and document cross-referencing.
Courses:	1
Training Materials:	Custom User's Guide document – approximately 5 pages Standard OnBase Client Help File
Course Duration:	2 hours
Max attendees per course:	15
Location:	Jackson, MI

<u>Scan / Validation Training:</u>	<p>The Scan / Validation training will focus on the use of the scan subsystem. This includes:</p> <ul style="list-style-type: none"> • Operating the scan software • Scanner daily maintenance (if provided by ImageSoft) • Quality Assurance • Data Validation.
---	--

Courses:	1
Training Materials:	None
Course Duration:	2 hours
Max attendees per course:	15
Location:	Jackson, MI

<u>ImageSoft System Training:</u>	The ImageSoft System training is intended to augment the Certified Vendor product training by providing specific local installation information and act as the knowledge transfer from ImageSoft engineers to Customer support personnel.
Courses:	1
Training Materials:	None
Course Duration:	4 hours
Max attendees per course:	2
Location:	Jackson, MI

Assumptions:

1. ImageSoft encourages a train-the-trainer approach. We recommend that Customer select one or more individual(s) to attend all of the training and develop an in-depth knowledge of the system so that future training needs can be handled internally.

Deliverable: Training as described above.

5.10 Production Support

ImageSoft has included a comprehensive support program for the system after it goes into production. Production Support is described in the external System Maintenance Agreement (SMA).

6. General Assumptions

The following assumptions were made when preparing this Statement of Work. A significant change in any of these assumptions may affect the Work, Schedule and Cost.

- 1) Customer, at all times, during and after the performance of the Work, is responsible for maintaining adequate data backups to protect against loss of data.
- 2) Project success requires that Customer provide adequate user workstations, monitors, and operating system software.
- 3) Customer is responsible for providing adequate computer infrastructure required for operating and securing this system and the data. Such infrastructure includes, but is not limited to: power, networking, cooling, user PCs, and printers.
- 4) As part of Customer's responsibility for computer infrastructure, Customer is responsible for ensuring that data is secure and protected at all times. ImageSoft is not responsible for and cannot be held liable for inadvertent data disclosure or theft.
- 5) The system will be implemented at Customer's facility in Jackson, MI.
- 6) Customer is responsible for providing ImageSoft with feedback and information in a timely fashion (within 5 business days).
- 7) Technical assistance from Customer's Information Technology staff will be provided during the performance of the Work. In particular, Customer will provide:
 - i) Network connectivity and troubleshooting assistance.
 - ii) Ability to monitor network traffic and isolate bottlenecks.
 - iii) Technical assistance concerning the integration with existing Customer systems (if applicable).
 - iv) Expertise to handle issues with printers, cabling, and PCs before, during, and after rollout.
- 8) Unless otherwise specified, for third-party software, ImageSoft shall provide standard documentation in electronic form (on CD).
- 9) Payment terms on equipment and software call for invoicing upon delivery. ImageSoft may have certain equipment and software delivered to an ImageSoft facility for staging and testing. For items received by ImageSoft, Customer will be presented with reasonable proof of delivery in order to release payment.
- 10) The system being provided runs in a Local Area Network and Web environment. As such, the performance of the system is directly related to, among other things: available network bandwidth, network segmenting, and the performance of other applications. For this reason, ImageSoft can make no guarantees as to system response time.
- 11) Supervised remote access to servers and/or workstation computers may be required during implementation and for support purposes once in production use.
- 12) The following items were considered and excluded from the scope of this budgetary proposal:
 - i) iJustice Prosecution Request eForms
 - ii) Warrant Manual Integration
 - iii) PACC / PAAM integration
 - iv) Electronic signing with TrueSign
 - v) Color mugshot integration with Live Scan
 - vi) Electronic Subpoena's
 - vii) Gun Board
 - viii) Inbox routing rules
 - ix) PA Web Service integration
 - x) Family Support Unit (paternity, etc.)
- 13) Adult and Juvenile prosecution requests will be processed using the same Warrant / Petition Review lifecycle.

7. Pricing

This section includes detailed pricing, payment schedule, and other related cost information.

7.1 Detailed Pricing

The table below provides pricing for the Phase I hardware, software, and estimated services.

Jackson County				
PA Office Proposal				
10/28/2010				
Hardware				
None.				
Hardware Subtotal				\$0
Software				
	Product	Unit Cost	# Units	Cost
OnBase Software				
Virtual Print Driver (To print documents from PACC/PAAM)	PTIPC1	\$4,000	1	\$4,000
Named Client Software (Qty 1-100)	CTIPN1	\$480	10	\$4,800
Concurrent Client Software (Qty 1-100)	CTIPC1	\$960	8	\$7,680
Workflow Named User Client SL (1-20)	WLIPC1	\$1,000	10	\$10,000
Workflow Concurrent Client SL (1-20)	WLIPC1	\$1,600	8	\$12,800
Production Document Imaging (Kofax or TWAIN, 2+)	DIIPW2	\$1,600	2	\$3,200
Enterprise Application Enabler	AEIP12	\$40,000	1	\$40,000
Unity Client Server	UNIP11	\$8,000	1	\$8,000
Unity Briefcase (Early adopter pricing, Qty 1-100. List price value \$400 each)	UBIPW1	\$100	13	\$1,300
OnBase Annual Maintenance and telephone support				\$21,294
Enterprise Application Enabler Discount				-\$9,750
ImageSoft Software				
TrueSign (Integrated Electronic Signature) - provides a tool for signing documents electronically that produces an image with an actual signature. Allows users to mark document with a "sign here" flag, and allows signing by proxy. Includes electronic seals and stamps. Includes signing license for up to 20 users. (Requires EDM Services and Archival API)	IS-ISIGN	\$9,000	1	\$9,000
iDocCreator - Provides integrated document creation using MS Word and OnBase. A flexible, table-driven system that allows templates to be associated with documents or workflows in the OnBase system. Documents are created by merging OnBase keyword data with a template to create a document that is saved directly to OnBase.	IS-IDC	\$13,500	1	\$13,500
ImageSoft Annual Maintenance (Software)				\$4,500
Software Subtotal				\$130,324
Services				

	Product	Unit Cost	# Units	Cost
Business Analysis and Design				\$6,510
Installation, Configuration & Development				\$48,050
OnBase Configuration				
Document Capture				
Install/Config Unity Briefcase				
Word Doc Creation (up to 5 letters will be configured by ImageSoft, customer will be responsible for rest)				
Install/Config TrueSign				
Application Enabler				
Workflow Configuration (customize / unit test)				
Prosecution Request Review Workflow				
Prosecution Request eForm (portal customization)				
Inbox Workflow				
System Testing				
ImageSoft Customer Care				
ImageSoft Customer Care Package (1 year), includes: - Version upgrade assistance - Custom Software Support - Configuration Support - Solution Upgrade Assurance - Access to Internal ImageSoft Resources - Advanced Architecture and Planning Support - Unlimited Telephone Support (See the Customer Care overview in the SOW for a detailed explanation of each component).				\$6,975
Training				\$4,185
On-Site User Acceptance Testing (UAT)				\$10,230
Production Rollout (Go-live)				\$6,510
Reports (Standard OnBase reports included)				\$0
Documentation				\$5,270
Estimated Travel & Expenses				\$2,500
Services Subtotal				\$90,230
Total				
Grand Total				\$220,554
Pricing valid for 30 days				

Assumptions:

1. Maintenance is calculated at 18% of current published list prices
2. To achieve the discounts listed all software must be purchased prior to 12/31/2010.

7.2 Payment Schedule

All payments will be due on a Net-30 day basis.

Payment	When	Amount
Hardware & Software		
Down Payment (25%)	Invoiced when Project Signed	\$32,581
Equipment Balance (75%)	Invoiced on delivery	\$0
Software Balance (75%)	Invoiced on delivery	\$97,743
Professional Services		
Services	Billed every 2 weeks upon delivery	\$83,255
Customer Care	System Signoff	\$6,975
Total		\$220,554

7.3 Service Pricing

ImageSoft has provided an estimate of the required service hours to complete the tasks described herein and will provide services on a fixed price basis.

7.4 Out-Of-Pocket Expenses

Customer shall reimburse ImageSoft for all reasonable out-of-pocket expenses that ImageSoft incurs in performing the Work described herein. Out-of-pocket expenses shall include travel costs, meals, and lodging expenses and must be supported by proper invoices or other appropriate documentation.

Customer shall reimburse ImageSoft for travel time in excess of one (1) hour per day at an hourly rate equal to 50% of the Standard Hourly Rate.

8. Approval

Signature is required to accept this SOW. By signing below each party agrees to the proposed project scope and authorizes work to begin.

<p><i>Agreed to:</i> Jackson County Michigan 165 W. Michigan Avenue Jackson, MI 49201</p>	<p><i>Agreed to:</i> ImageSoft, Inc. 40 Oak Hollow, Suite 120 Southfield, MI 48033</p>
<p>By: _____ <div style="text-align: center;">Authorized Signature</div> </p>	<p>By: _____ <div style="text-align: center;">Authorized Signature</div> </p>
<p>Date: _____</p>	<p>Date: _____</p>
<p>Name (type or print): _____</p>	<p>Name (type or print): <u>Scott Bade</u></p>
<p>Title (type or print): _____</p>	<p>Title (type or print): <u>President</u></p>
<p>Project name: <u>Prosecuting Attorney</u></p>	

<i>Internal Use:</i>	Opportunity #: <u>OP000541</u> Sales Order #: _____
----------------------	--

ImageSoft Contact:	Michael Leidlein
Title:	Sr. Account Executive
Email Address:	mleidlein@imagesoftinc.com
Phone Number:	(616) 974-0826
Fax Number:	(248) 948-8146

**Jackson County Department on Aging
November 2010 Budget Adjustment Summary**

	Revenue	Expense	Net Org
	Change	Change	Key
			Change
101670 Home Care	-1,520	390	1,910
101671 Senior Centers	300	-515	-815
101672 Senior Citizens Program *	700	-3,935	-4,635
101673 Meals on Wheels	3,250	-12,750	-16,000
101674 Congregate Meals	2,850	-1,585	-4,435
101677 Grandparent/Caregiver	-6	-406	-400
101678 Geriatric Mental Health (Alzh. Respite)	-800	-425	375
	<hr/> 4,774	<hr/> -19,226	<hr/> -24,000
			Net department reduction

* Case Coordination and Support, Caregiver Info. & Assistance, Chore, Medicare Medicaid Assistance Program, Dept. Adm.

Summary:

- 101670 Increase Home Care Worker hours to meet requests for service.
- 101671 Exercise class donation increase; Director position unfilled temporarily.
- 101672 Director position unfilled temporarily.
- 101673 Less State grant funds but more Medicaid Waiver revenue; positions temporarily unfilled.
- 101674 Recovery Act Congregate revenue for food code compliance.
- 101677 Director position unfilled temporarily; small misc. changes.
- 101678 Lower client cost share for Alzheimer's Respite.

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

LINE ITEM					CURRENT			AMENDED
FUND	DEPT.	ACCOUNT	ACCOUNT DESCRIPTION		BUDGET	INCREASE	DECREASE	BUDGET
								0
101	670	676	008	Prsnl Care Medicaid Wvr	22,400		990	21,410
101	670	696	030	Caregiver Services Grant	11,050		530	10,520
101	670	696	047	Homemaker Medic. Wvr - AAA	36,000		1,900	34,100
101	670	696	006	Donations Respite	2,800	900		3,700
101	670	696	040	Donations Homemaker/Personal	27,300	1,000		28,300
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
								0
						1,900	3,420	-1,520

REASONING:

Reg. 2 AAA Medicaid Waiver requests for home care services less than expected.

Client donations for home care services more than budgeted.

Acting
DEPT HEAD Mrs. O. Wandell

BUDGET DIR

DATE 10/29/10

DATE _____

COMMITTEE DATE

ADMIN _____ DATE _____

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	670	704	000	Wages-Full time	107,651		1,300	106,351
101	670	705	000	Wages-PT	147,144		4,800	142,344
101	670	705	500	Wages-Casual	180,120	7,600		187,720
101	670	711	000	Wages-In Lieu	4,500		130	4,370
101	670	718	000	Retirement	24,932		640	24,292
101	670	719	000	Worker's Comp.	3,273	95		3,368
								0
101	670	816	000	Service Contracts	770	565		1,335
101	670	861	000	Mileage	33,000		1,000	32,000
								0
								0
								0
								0
						8,260	7,870	390

REASONING:	
Director and PT Home Care Worker positions unfilled a few weeks.	
Casual Home Care Worker time needed to provide senior requests for service.	
Upgrade e-assessment to include care plan for home care workers.	

Acting
DEPT HEAD Mance O'Handley

BUDGET DIR _____

DATE 10/29/10

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010

[illegible]

REASONING:

Exercise class donation increase.

Acting
DEPT HEAD Mace O'Randall

BUDGET DIR _____

DATE 10/29/10

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	671	704	000	Wages-Full time	23,391		500	22,891
101	671	705	000	Wages-PT	6,012	100		6,112
101	671	711	000	Wages-In Lieu	300		110	190
101	671	715	000	FICA	2,260		80	2,180
101	671	718	000	Retirement	3,098		25	3,073
								0
101	671	728	000	Printing	6,594	700		7,294
101	671	729	000	Postage	1,911	200		2,111
101	671	816	000	Service Contracts	781	100		881
101	671	959	060	Respite (RSVP vol. bus tickets)	2,000		700	1,300
101	671	957	000	Employee Training	550		200	350
								0
								0
						1,100	1,615	-515

REASONING:
Director position unfilled a few weeks.
Temporary hour adjustment for PT Spring Arbor Senior Center Specialist.
Printing more newsletters. Enrichment Specialist not attending annual senior center conference.

Acting
DEPT HEAD Mance O'Connell
BUDGET DIR _____

DATE 10/29/10
DATE _____

COMMITTEE _____ DATE _____
ADMIN _____ DATE _____
BOARD OF COMM _____ DATE _____

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible][illegible]

Acting
DEPT HEAD Marco O'Connell

BUDGET DIR

DATE 10/29/10

DATE _____

COMMITTEE	DATE
ADMIN	DATE
BOARD OF COMM	DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM				ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT						
								0
101	672	704	000	Wages-Full Time	112,879		1,760	111,119
101	672	711	000	Wages-In-Lieu	2,100		335	1,765
101	672	715	000	FICA	13,682		650	13,032
101	672	718	000	Retirement	17,921		450	17,471
								0
101	672	729	000	Postage	2,415		1,000	1,415
101	672	801	000	Professional Services	7,000	260		7,260
								0
								0
								0
								0
								0
								0
								0
								0
						260	4,195	-3,935

REASONING:

Director position unfilled a few weeks.

Increase Professional Services in the event Chore program snow removal needed prior to 12/31/2010.

Department postage cost less than expected.

Acting
DEPT HEAD

Mace Okendell

DATE 10/29/10

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM DATE

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible]

REASONING:

State funding cut effective 10/1/2010.

Reg. 2 AAA Medicaid Waiver requests for Meals on Wheels increased slightly since July.

One-time food purchase rebate from Sysco.

Acting
DEPT HEAD Marc O'Handell

DATE 10/29/10

COMMITTEE DATE

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								0
101	673	704	000	Wages-Full Time	222,853		5,000	217,853
101	673	705	000	Wages-Part Time	75,838		3,000	72,838
101	673	711	000	Wages-In-Lieu	3,450		200	3,250
101	673	715	000	FICA	31,463		1,500	29,963
101	673	716	000	Health Insurance	71,020		500	70,520
101	673	718	000	Retirement	26,417		550	25,867
								0
101	673	729	000	Postage	315	200		515
101	673	730	000	Office Supplies	1,700	500		2,200
								0
101	673	978	000	Capital Outlay	24,000		1,600	22,400
101	673	861	000	Mileage	2,700		700	2,000
101	673	957	000	Employee Training	958		400	558
								0
						700	13,450	-12,750

REASONING:	
Director position unfilled a few weeks.	
FT Cook position wage split change. PT Cook position temporarily vacant.	
Meal delivery van cost less than expected.	
Program Coordinators not attending annual conferences this year.	

Acting
DEPT HEAD Mace O'Handell

BUDGET DIR _____

DATE 10/29/10

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010

[illegible]

REASONING:

ARRA Congregate Administration funds awarded earlier in 2010.
Donations for Congregate meals down year to date.

Acting
DEPT HEAD Marcie O'Connell
BUDGET DIR

DATE 10/29/10

DATE

COMMITTEE	_____	DATE
ADMIN	_____	DATE
BOARD OF COMM	_____	DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

LINE ITEM					CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION				
								0
101	674	704	000	Wages-Full time	92,291	2,000		94,291
101	674	704	040	Longevity	707	40		747
101	674	705	000	Wages-Part Time	17,946		500	17,446
101	674	705	500	Wages-Casual	63,801		2,000	61,801
101	674	711	000	Wages-In-Lieu	1,350		150	1,200
101	674	715	000	FICA	13,495		300	13,195
101	674	716	000	Health Insurance	27,899		650	27,249
101	674	717	000	Life Insurance	522	25		547
101	674	719	000	Worker's Comp.	1,368		50	1,318
								0
								0
								0
								0
								0
								0
						2,065	3,650	-1,585

REASONING:

Wage/Fringe adjustments based on current amounts per pay period.

FT Cook position wage split change. PT Cook position temporarily vacant.

Director position unfilled a few weeks.

Acting
DEPT HEAD Marce Okandell

BUDGET DIR

DATE 10/29/10

DATE _____

COMMITTEE DATE

ADMIN _____ DATE _____

BOARD OF COMM DATE

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible]

REASONING:

Change misc. and donation revenue to amount received to date.

Acting
DEPT HEAD Mace Olandell

BUDGET DIR _____

DATE 10/29/10

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM DATE

COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
EXPENSE
2010

[illegible]

REASONING:

Director position unfilled a few weeks.

Less cost for copy machine lease; increase office supply.

Acting
DEPT-HEAD Mance O'Randall

BUDGET DIR

DATE 10/29/10

DATE _____

COMMITTEE DATE

ADMIN _____ DATE _____

BOARD OF COMM DATE

**COUNTY OF JACKSON
DEPT. ON AGING BUDGET ADJUSTMENT
REVENUE
2010**

[illegible]

REASONING:

Lower client cost share for Alzheimer's Respite.

DEPT HEAD

BUDGET DIR

DATE

DATE _____

COMMITTEE

ADMIN

BOARD OF COMM

DATE _____

DATE _____

DATE _____

2010

0

Wage/Fringe adjustments based on current amounts per pay period; Director position unfilled few weeks.

Marce O'Randall

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM DATE

BUDGET DIR

**COUNTY OF JACKSON
AIRPORT-BUDGET ADJUSTMENT
REVENUE
2010**

[illegible]

REASONING:	
Adjust revenue side of budget to reflect actual costs due to:	
* Decreased landing fees;	
* Loss of income based on hangar vacancies/business loss; and,	
* Increased revenue on select items due to more funds received than anticipated or no budget amount set.	

DATE _____

**COUNTY OF JACKSON
AIRPORT-BUDGET ADJUSTMENT
EXPENSE
2010**

[illegible][illegible]

DATE _____

Memorandum

To: P&F

From: Gerard Cyrocki

Date: November 3, 2010

Re: Annual General Fund Year End Budget Adjustments

Included with this memo are the proposed annual year end budget adjustments. The purpose of this memo is to highlight and offer some brief commentary with respect to some of the more significant changes.

Please keep in mind the changes submitted are for line items \$10,000 or more except for personnel costs which are presented on an Org Key (department) basis.

Overall net adjustments will result in nearly \$797,000 revenue over expenses.

REVENUE

- State revenue sharing alone accounts for \$1 million.
- The Sheriff department is offering nearly \$600,000 in additional revenue that is mostly attributed to additional "boarding revenue of prisoners". Some of that revenue is offset by some additional costs in "food" and "medical costs" associated with boarding.
- Register of Deeds and County Clerk revenue are being adjusted downward by approximately \$176,000 and \$50,000 respectively.
- Projected revenue reported in Org Key 101253 is being adjusted downward by nearly \$250,000 net of Revenue Sharing, mostly attributed to a decrease in "current property tax" revenue.
- The Transfer In (101981-695291) from MCF represents the resolution approved in October.

EXPENSE

- Retiree health cost is being adjusted upward to reflect the increased cost of Humana Medicare supplement which was not known at the time the original budget was prepared.
- Bank charges reflect the increase in credit card acceptance county-wide.

WAGES

- Wage adjustments are mostly attributed to a) reinstating float in some Org Keys and b) position changes throughout the year.

**JACKSON COUNTY
SUMMARY OF GENERAL FUND BUDGET ADJUSTMENTS
INCREASE (DECREASE)
2010**

REVENUE TOTAL	\$ 1,277,958
EXPENSE TOTAL	268,673
ORG KEY WAGE & BENEFIT SUMMARY	211,778
Net Expense adjustment	(480,451)
NET REVENUE OVER (UNDER) EXPENSES- (budget adjustments)	<hr/> 797,507 <hr/>
CONTINGENCY	423,599
LINE ITEMS (under \$10,000)	414,606
PROJECTED GENERAL FUND -net	<hr/> \$ 1,635,712 <hr/>

**JACKSON COUNTY
GENERAL FUND
LINE ITEM BUDGET ADJUSTMENTS
\$10,000 AND HIGHER
2010**

	<u>BUDGET</u>	<u>ANNUALIZED</u>	<u>BUDGET VARIANCE OVER (UNDER)</u>	<u>ORG KEY TOTAL</u>
<u>REVENUE</u>				
101136 608010 CIVIL FEES	432,200	386,600	(45,600)	
101136 660010 COURT COSTS	1,443,000	1,425,700	(17,300)	
101136 689041 REIMBURSEMENT - LAB TESTS	33,400	20,300	(13,100)	
101136 663010 BOND FORFEITURES	11,800	1,000	(10,800)	
101136 604010 PRE-SENTENCE FEES	138,700	155,400	16,700	
101136 604000 PROBATION OVERSIGHT	227,500	257,000	29,500	
101136 657010 ORDINANCE FINES & COSTS	720,500	750,800	30,300	
101136 625020 MISCELLANEOUS INCOME	334,770	384,000	49,230	
101191 673065 BALLOT/PRINTING REIMBURSEMENT	50,000	33,190	(16,810)	
101215 617000 COURT COSTS	175,308	150,000	(25,308)	
101215 614010 ATTORNEY FEES	39,110	18,000	(21,110)	
101215 623000 PASSPORTS	33,000	23,000	(10,000)	
101215 486000 GUN PERMITS	26,520	39,000	12,480	
101222 643081 SALE OF GIS SERVICE	106,000	118,000	12,000	
101223 643160 REIMBURSEMENT FOR PAPER	25,000	12,262	(12,738)	
101225 643080 PROPERTY TAX SERVICES	33,500	43,962	10,462	
101229 555229 FIA-CHILD ABUSE & NEGLECT	50,729	19,022	(31,707)	
101230 689080 DEFENSE CRIMINALS-12 TH DISTRT	144,000	156,100	12,100	
101230 689000 REIMB-DEFENSE OF CRIMINALS	12,000	30,000	18,000	
101231 563000 COOP REIMB-PROSECUTING ATTRNY	158,314	143,593	(14,721)	
101236 634000 RECORDINGS	400,000	307,000	(93,000)	
101236 625000 TRANSFER TAX	250,000	187,000	(63,000)	
101236 643060 COPY CHARGES	150,000	130,000	(20,000)	
101253 403000 CURRENT PROPERTY TX-SUMMER	21,307,985	21,057,985	(250,000)	
101253 574000 STATE COURT FUNDING	1,050,000	950,000	(100,000)	
101253 685010 ADMIN REIMBURSEMENT	744,964	718,538	(26,426)	
101253 578000 STATE REVENUE-LIQUOR TAX	711,626	689,113	(22,513)	
101253 403600 CURRENT TAXES-DNR	30,000	8,514	(21,486)	
101253 405000 LDFA/MISC ABATEMENTS	150,000	164,130	14,130	
101253 417000 PERSONAL PROPERTY TAX	45,000	60,000	15,000	
101253 644000 SALE OF USED/SCRAP EQUIPMENT	5,000	27,000	22,000	
101253 695000 MISCELLANEOUS	20,000	52,000	32,000	
101253 664000 INTEREST	800,000	875,000	75,000	
101253 575000 REVENUE SHARING	1,101,000	2,120,064	1,019,064	
101258 643085 ROAD COMMISSION SERVICE FEE	0	29,000	29,000	
101301 646090 POLICE SERVICE -NONPROFIT ORG	3,000	20,552	17,552	
101331 401000 ACTUAL REVENUE	10,000	0	(10,000)	
101351 697030 PAROLE VIOLATORS	160,000	120,000	(40,000)	
101351 654100 INMATE COLLECTIONS	25,000	10,000	(15,000)	
101351 697040 DIVERTED FELON	80,000	66,000	(14,000)	
101351 693050 BOARDING OF PRISONERS	70,000	690,000	620,000	
101355 647300 OFFICE OF EMERG MEASURES -CITY	67,256	51,256	(16,000)	
101355 547000 FEDERAL GRANT-O.E.M.	25,290	41,290	16,000	
101981 695260 TRANSFER IN-REV SHARE RESERVE	1,412,797	1,315,792	(97,005)	
101981 695688 TRANSFER IN-HEALTH INSURANCE	68,785	94,265	25,480	
101981 695291 TRANSFER IN-MCF	0	209,584	209,584	

1,277,958

EXPENSE

101135 807000 JUROR FEES & MILEAGE	120,000	97,000	(23,000)
101136 760131 DRUG TESTING	9,085	29,571	20,486
101136 802220 CONTRACTUAL-BENCH WARRANT COLL	57,406	133,406	76,000
101136 729000 POSTAGE	43,808	31,808	(12,000)
101136 812000 COMPUTER SERVICES	88,514	78,514	(10,000)
101136 730000 OFFICE SUPPLIES	30,000	20,000	(10,000)
101191 728000 PRINTING	90,000	75,000	(15,000)
101222 816020 COMPUTER SOFTWARE	20,000	4,174	(15,826)

**JACKSON COUNTY
GENERAL FUND
LINE ITEM BUDGET ADJUSTMENTS
\$10,000 AND HIGHER
2010**

101223	728000 PRINTING	50,595	8,001	(42,594)
101257	802000 CONTRACTUAL SERVICES	173,732	133,732	(40,000)
101258	816000 SERVICE CONTRACTS	17,900	72	(17,828)
101265	922000 HEATING COSTS	74,226	89,798	15,572
101265	802500 CONTRACTUAL-CRTHOUSE SECURITY	73,059	58,604	(14,455)
101267	802000 CONTRACTUAL SERVICES	71,000	57,737	(13,263)
101301	864000 GASOLINE USAGE	140,000	122,321	(17,679)
101301	802000 CONTRACTUAL SERVICES	25,000	9,000	(16,000)
101301	863000 VEHICLE REPAIR & MAINTENANCE	70,000	55,140	(14,860)
101351	776000 CLEANING SUPPLIES	57,000	69,427	12,427
101351	921000 UTILITIES	190,816	212,854	22,038
101351	746000 FOOD SERVICES	487,950	550,000	62,050
101351	760000 MEDICAL SERVICES	542,129	654,000	111,871
101351	922000 HEATING COSTS	130,200	119,334	(10,866)
101632	801025 HUMANA INSURANCE PREMIUM	0	1,094,999	1,094,999
101632	716010 HEALTH INSURANCE - RETIREES	1,266,348	316,680	(949,668)
101998	965051 APPROP-SUBST ABUSE 4% LIQUOR	355,813	344,557	(11,256)
101999	810000 ATTORNEY SERVICES	71,000	85,000	14,000
101999	721000 TERMINATION COSTS	100,000	130,000	30,000
101999	728020 BANK CHARGES	45,000	88,527	43,527
				<hr/> 268,673 <hr/>

**JACKSON COUNTY
WAGE AND BENEFIT BUDGET ADJUSTMENTS BY ORG KEY
GENERAL FUND
2010**

ORG KEY	DEPARTMENT	AMOUNT (under) over BUDGET
101135 XXXXXX	Jury commission	13,536
101136 XXXXXX	District court	(41,546)
101191 XXXXXX	Elections	(14,661)
101215 XXXXXX	County clerk	13,104
101222 XXXXXX	GIS	63,754
101225 XXXXXX	Equalization	10,230
101236 XXXXXX	ROD	(35,716)
101258 XXXXXX	IT	86,701
101267 XXXXXX	Northlawn complex	15,912
101268 XXXXXX	Tower m&r	41,990
101301 XXXXXX	Sheriff	(72,532)
101345 XXXXXX	Emergency dispatch	(25,996)
101351 XXXXXX	Jail	102,324
101356 XXXXXX	Truancy	76,332
101431 XXXXXX	Animal control	(21,655)
		<hr/> 211,778 <hr/>

COUNTY OF JACKSON POLICY MANUAL

FISCAL

ANTI-FRAUD AND ABUSE

Policy 1180

The County of Jackson has a policy of maintaining the highest standards of conduct and ethics. All employees of the County are entrusted with the responsibility to protect and ensure proper use of County funds, resources and property.

The County will investigate any suspected fraudulent or dishonest use of resources, funds or property by any employee and/or vendor.

Fraudulent or Dishonest Conduct includes, but is not limited to:

- forgery or alteration of documents
- unauthorized alteration of computer files
- untrue financial reporting
- pursuit of personal gain in conflict with the interests or policies of the County
- misappropriation of resources, funds or property
- authorizing or receiving compensation for goods not received or services not performed
- authorizing or receiving compensation for hours not worked
- misrepresentation of business expenses
- intentional damage to County property
- any illegal activity involving County resources, funds or property

I. Employee's Responsibilities

All employees have a responsibility to report all suspected fraud or dishonest use of County funds, resources or property. Suspected claims of fraud can be reported in writing to any Elected Official/Department Head, or directly to the Administrator/Controller's Office.

If employees are uncomfortable in reporting this information in writing they can report suspected claims of fraud anonymously via a written report or electronically;

- A. electronic claims can be filed thru govQA
- B. written claims can be mailed to:

County Clerk's Office, Attn: Deputy Administrator

The County Clerk's office will forward the mail "unopened" to the Deputy Administrator.

Once an employee reaches a conclusion that fraud has potentially occurred, he/she must refrain from discussing his/her suspicions and opinions with others.

Employees may not retaliate against another employee for informing

management about activities which that person reasonably believes to be fraudulent or dishonest.

II. Management's Responsibilities

All Elected Officials/Department Heads should ensure that County funds, resources, and property are kept in a manner to deter fraud or dishonest use. Elected Officials/Department Heads shall create a culture of honesty and high ethics through personal example. Elected Officials/Department Heads shall implement procedures to deter fraud and dishonest use by employing appropriate internal controls of all funds, resources and property within their departments.

All Elected Officials/Department Heads shall use reasonable care when dealing with suspected fraud or dishonest use of funds, resources or property. After receiving a written report of suspected fraud or abuse, the Elected Official/ Department Head will submit that report to the Deputy County Administrator. Beyond any necessary consultation with staff and review of processes, Elected Officials/ Department Heads shall not under any circumstances perform any investigative or follow-up steps on their own.

III. Investigations

All allegations of fraud and/or misuse of County funds and/or property are taken seriously and will be investigated by the Fraud and Abuse Committee.

The Fraud and Abuse Committee shall be comprised of the County Legal Counsel, the Finance Officer, the Treasurer, and the Human Resources Director with oversight by the Deputy County Administrator.

If the Committee verifies the allegations, it will make a recommendation as to the corrective actions that need to be taken, including but not limited to contacting law enforcement and disciplinary action. Allegations of illegal conduct found to have merit by the Fraud and Abuse Committee shall be referred to law enforcement officials.

IV. Confidentiality

The County will use its best efforts to protect reporting employees against retaliation. Reports of suspected fraud and abuse will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Reports will only be shared with those who have a need to know so that the County can conduct an effective investigation and determine the appropriate action to take.

V. Baseless Accusations

Allegations made by an employee with reckless disregard for the truth, will subject the employee to disciplinary action by the County and may also result in legal action by the accused.

COUNTY OF JACKSON POLICY MANUAL

INFORMATION TECHNOLOGY

Policy No.
6010

SOFTWARE ~~LICENSES~~

- I. **Purpose** To ensure that all departments and Jackson County personnel abide by the licensing agreements entered into with software manufacturers. To protect the rights of individual software authors and to reduce the risk that the County might impose on copyrights in daily operations.

II. **Guidelines and Procedures - Licenses**

- A. All software must be properly licensed and registered and all agreed upon fees shall be paid for each license delivered.
- B. Software will not be brought from home and installed on a County computer without written permission from the Director of Information ~~Services~~ Technology or designee. Employees are not allowed to make copies of software for the purpose of home use unless the software is owned by the County and written permission has been granted by the Information ~~Services~~ Technology Director or designee. This pertains to software that was written by employees for the County or software that was custom developed for the County.

~~The restriction also includes the introduction of unlicensed copies of software into County-owned equipment (including printer software, i.e., Hallmark card, print shop, shareware, etc.)~~

- C. Unless expressly authorized by the software developer, Jackson County employees have no right to make copies of the software except for backup or archival purposes. This restriction includes, but is not limited to, making unauthorized copies for use on more than one computer and/or loading one copy on multiple computers.

~~D. Vendors providing hardware with preinstalled software must also provide original diskettes or CD and documentation for each program loaded on each machine. Vendors installing or reinstalling software as required on a maintenance or repair issue must use the original medium allocated to the particular computer.~~

~~E. Game software is an inappropriate use of County equipment and will not~~

SOFTWARE ~~LICENSES CONT.~~
Policy No. 6010

~~be tolerated. The only exception is those games delivered with software designed to train the user (i.e., solitaire, hearts, and minesweeper with Windows).~~

- D. If an employee's responsibilities require regular use of a particular software product at home, the County shall purchase a separate software package or arrange appropriate licensure, to be recorded as a County asset in the software register, to meet that particular requirement. The exceptions to this are: (1) if the employee already owns a legal copy of the necessary software, or (2) if the software license permits an off-site copy.

III. Guidelines and Procedures – Standardization

- A. Software standards will be based on the following criteria:

1. Program compatibility with existing hardware and software.
2. Features and benefits applicable to the majority of departments.
3. Overall contribution to enhancing Jackson County computing and information processing.
- F.4. Ease of data file exchange for simplified data retrieval and transfers.

- IV. **Approval** - The Information Technology Director or designee shall approve all software to ensure compatibility and reduce redundancy. This in no way implies that new software necessary for the improvement of business functions will be prohibited.

Adopted December 17, 1996
~~Adopted June 19, 2001~~ Revised 10/19/2010

~~COUNTY OF JACKSON~~ ~~POLICY MANUAL~~

~~COUNTY OF JACKSON~~ ~~POLICY MANUAL~~

~~Policy No.~~
~~INFORMATION TECHNOLOGY~~ ~~6020~~

~~SOFTWARE STANDARDIZATION~~

~~I.~~ ~~PURPOSE~~

~~To ensure long range, cost effective interdepartmental communications.~~

~~Software standards will be established to increase the benefits of sending and receiving interdepartmental data among Jackson County computer users. Providing software standards will assist in maximizing the compatibility of data exchanges between County computers.~~

~~II.~~ ~~GUIDELINES AND PROCEDURES~~

~~A. The Information Services Department is responsible for approving all software purchases within the County of Jackson. Software standards will be based upon the following criteria:~~

- ~~1. Program compatibility with existing hardware and software.~~
- ~~2. Features and benefits that are applicable to the majority of departments.~~
- ~~3. Overall contribution to enhancing Jackson County computing and information processing.~~
- ~~4. Ease of data file exchange for simplified data retrieval and transfers.~~

~~B. Purchases and use of software version upgrades will be based upon the software standards criteria and approved by the Director of Information Services.~~

SOFTWARE STANDARDIZATION (Continued)

Policy No. 6020

~~C. Only products on the software standards list will be supported by the Information Services Department (see attachment A).~~

~~D. Conversions of data files from non-supported software to standardized software will be scheduled through the Information Services Department.~~

~~E. The Information Services Department will be responsible for distributing software standards information to department heads on an annual basis.~~

~~F. Software packages are generally sold under a license agreement and may not be copied beyond the limits of that license agreement.~~

Attachment

Adopted: 12/17/96

COUNTY OF JACKSON POLICY MANUAL

INFORMATION TECHNOLOGY

Policy No.
6030

E-MAIL

I. Purpose

To set forth Jackson County's policy with regard to access and disclosure of electronic mail (e-mail) messages sent or received by Jackson County employees.

II. Guidelines and Procedures

~~A. The E-mail system is to be used for official Jackson County business only.~~

~~B. No confidential information (i.e., information or opinions subject to attorney/client privilege) or proprietary information (i.e., bid information or proprietary software information) shall be put in an E-mail message.~~

~~A. The County recognizes that the E-mail system is a means of communication for all businesses, governments, and organizations. As such, reasonable and responsible personal use may be a more efficient means of integrating non-work matters with work responsibilities to produce a higher performing and more satisfied employee.~~

~~C.B.~~ All E-mail messages are property of Jackson County and may be subject to disclosure under the FOIA.

~~D.C.~~ It is unprofessional to violate the privacy of other users by reading their E-mail unless you are specifically authorized to do so.

~~E.D.~~ Jackson County reserves the right to access and disclose all messages sent over its E-mail system and to determine whether there have been any violations of County policy or misconduct on the part of the employees.

~~F.E.~~ The use of threatening, obscene, insulting, or abusive language content is not allowed and may result in disciplinary action. Examples of such language content include, but are not limited to:

1. derogatory remarks material based on race, religion, color, sex, handicap, or national origin,
2. remarks material that are is defamatory toward any person,
3. remarks content that constitutes sexual harassment,
4. remarks material that are is abusive, profane or offensive to a reasonable

person.

4.5. [pornographic material](#)

G.F. The misuse of E-mail in any way may result in disciplinary action. Examples of misuse include but are not limited to;

1. use of E-mail for any unlawful endeavor,
2. requesting or providing any copyrighted material in a way which infringes on those rights,
3. advocacy of religious or political causes,
- ~~4. use of E-mail as part of an employee's off the job pursuits,~~
- ~~5. use of E-mail for commercial purposes and/or for advertising items, services, or discounts offered by a commercial enterprise for personal benefit rather than the benefit of Jackson County.~~

Adopted: 4/21/98

COUNTY OF JACKSON

POLICY MANUAL

PERSONNEL

Policy No. 3370

CONFLICT OF INTEREST

I. Purpose

Employees of Jackson County are expected to conduct themselves with personal integrity and accountability in performing their duties for the County. Employees shall support and advance the interests of the County and not seek personal gain. Employees are requested to be overly cautious with respect to conflicts of interest or the appearance of conflicts of interest for the purpose of maintaining the integrity of Jackson County.

II. Conflicts

A. Purchasing

1. Employees, elected officials, or appointed officials shall not participate in the selection of the vendor where a conflict or potential conflict of interest exists.
2. Vendors applying to do business with Jackson County or responding to solicitations for services shall disclose any potential conflict of interest with the county which may include:
 - a) any employees who are employed by the county and the vendor
 - b) employees, elected officials, or appointed officials who stand to gain directly (self) or indirectly (member of family) through the financial business of the county

B. Secondary Employment

1. Employees shall not engage in outside work or business activity that conflicts with their duties as county employees, uses confidential information gained from the county, or that is likely to negatively influence or affect them in carrying out their duties as county employees.
2. Employees shall receive the approval of their department head or elected official before engaging in secondary employment.

- a) A department head or elected official may require special provisions with respect to an employee's secondary employment that prevent any conflict of interest or interference in the performance of his duties.
- b) Employees may appeal the decision of a department head that comes under the supervision of the Administrator/Controller. The decision of an elected official cannot be appealed.

C. Gifts

- 1. Employees may not accept gifts, money, discounts, or favors including a benefit to family members, friends, or business associates for doing work that the county pays them to do. The exceptions to this are promotional gifts or those of nominal value (e.g. coffee mug or letter opener or occasional lunch).

D. Improper Influence / Special Treatment

- 1. County employees shall not use their position for personal advancement or to receive preferential treatment.

III. Enforcement

- A. Employees who violate the provisions of this policy will be subject to discipline which may include termination.



Jackson County

ADMINISTRATOR/CONTROLLER

Randall W. Treacher, Administrator/Controller
Adam J. Brown, Deputy Administrator

November 10, 2010

TO: Jackson County Board of Commissioners

FROM: Randy Treacher

RE: Policy Committee Recommendation Regarding the Selection of the Human Resources Director

The Policy Committee met on November 3, 2010 and considered a request from the Administrator/Controller to waive Personnel Policy 3100 which concerns the hiring of certain department heads. Specifically, the Administrator is requesting that the requirement in the policy to have a member of the Board of Commissioners be a member of the Interview Committee, be set aside for the hiring of the Human Resources Director. The rationale provided was that the remaining members of the Committee were able to make an appropriate recommendation to the Administrator. Also this position is a County/City appointment, and there will not be an elected representative from the City on the interview team.

The Policy Committee is recommending the Board waive Policy 3100 requirement for a Board of Commissioner representative to be a member of the Interview Committee in the matter of the hiring of the Human Resources Director.

COUNTY OF JACKSON

POLICY MANUAL

PERSONNEL

Policy No.
3100

DEPARTMENT HEAD SELECTION PROCESS

All of the Department Heads/Directors' positions listed below are to be filled by the County Administrator/Controller or the Board of Commissioners by adhering to the following selection procedures:

Department Heads hired by Administrator/Controller:

Administrative Services
Department on Aging
Facilities/Fleet
Human Resources
Information Technology

Department Heads hired by Board of Commissioners:

Medical Examiner
Equalization Director
Health Officer

Procedures:

- | | | |
|----|-------------------------------|---|
| 1. | Establish Interview Committee | Administrator/Controller or designee (1)
Human Resources (1)
Department Head/Elected Official /Management reps (2 or 3)
Technical Advisor (if needed) (1)
Chair of Board or Chair of appropriate Standing Committee or Chair's designee |
| 2. | Advertise for vacant position | Human Resources (in local paper, internet, and pertinent trade publications) |
| 3. | Receive application | Human Resources
(by established cutoff date) |

- | | | |
|-----|---|---|
| 4. | Review candidates for qualifications | Administrator/Controller
(based on best qualifications) |
| 5. | Select candidates to be interviewed | Administrator/Controller |
| 6. | 1 st interview | Interview Committee
(identical questions for all
candidates) |
| 7. | Selection of finalists | Interview Committee
(Reference checks conducted per
Personnel Policy #3340) |
| 8. | 2 nd interview (if necessary) | Interview Committee
(Core and individualized questions) |
| 9. | Site visits (optional) | Committee and/or staff |
| 10. | Non-binding recommendation of
committee majority to Administrator/
Controller (of those Department Heads
not appointed by Board of Commissioners) | Interview Committee |
| 11. | Non-binding recommendation by
Administrator/Controller to Board of
Commissioners of Department Heads
selected for positions hired by Board
of Commissioners | Board of Commissioners |
| 12. | Verbal offer to candidate | Human Resources |
| 13. | Offer in writing | Human Resources
(Signed by Administrator/
Controller and candidate) |

Effective: 10/19/04
Revised: 12/19/06
Revised: 5/19/09