

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
Todd N. Brittain, 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
Mike Brown, 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
Janet Rochefort, Treasurer
Geoffrey Snyder, Drain Commissioner
Hank Zavislak, Prosecuting Attorney

COUNTY STAFF

Randy Treacher, Acting Administrator/Controller,
Human Resources Director
Charles Adkins, Circuit Court Administrator
Andy Crisenbery, Friend of the Court
Gerard Cyrocki, Finance Officer
Mike Dillon, District Court Administrator
Connie Frey, IT Director
Sally Griffis, Fair Manager
Jim Guerriero, Parks Director
Teresa Hawkins, Youth Center Director
Juli Ann Kolbe, Equalization Director
Kim Luce, Animal Control Director
Dr. John Maino, Medical Director
Kent Maurer, Airport Manager
Jan Seitz, MSU Ext.-Jackson County Director
Kristy Smith, Department on Aging Director
Dave Welihan, Veterans Affairs Officer
Ted Westmeier, Health Officer

County Commission Agenda

December 11, 2007

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
December 11, 2007
5:00 p.m.
County Commission Chambers

***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 David F. Lutchka*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS**
 - A. Holiday Music Presentation by the Cascade Falls Family Night Singers
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
 - A. Public Hearing on Expansion on Road Commission from Three to Five Members
7:20 p.m.
Attachments:
*Public Hearing Notice
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** - None.
11. **MINUTES** - The minutes of the 11/20/07 Regular Meeting of the Jackson County Board of Commissioners will be provided in January.
12. **CONSENT AGENDA** (Roll Call)
 - A. **County Affairs** - None
 - B. **County Agencies**
 1. **Bid Summary and Request for Proposals for Family and Probate Court-Appointed Attorney Services**
Attachments:
* Memorandum from Chief Judge Schmucker dated 11/27/07
*Bid Summary
*RFP for Family and Probate Court-Appointed Attorney Services

C. Human Services

2 Local Health Department Grant Contract between Michigan Department of Environmental Quality and the Jackson County Health Department

Attachments:

* Local Health Department Grant Contract

D. Personnel & Finance

3. Resolution (12-07.49) Adoption of a Defined Contribution Plan for Non-Union Employees and County-Wide Elected Officials

Attachments:

*Resolution (12-07.49)

4. Budget Adjustments

- a. Wage Analysis
- b. Circuit Court
- c. Register of Deeds
- d. Medical Care Facility
- e. Administrative Reimbursement from RRF

Attachments:

*Wage Analysis Budget Adjustments

*Memo regarding Circuit Court Budget Adjustments and attachments

*Memo regarding Register of Deeds Budget Adjustments and attachments

*Memo regarding MCF Budget Adjustments and attachments

*Memo regarding Administrative Reimbursement from RRF Budget Adjustments and attachments

13. STANDING COMMITTEES

A. County Affairs – *Commissioner Dave Lutchka*

Roll Call 1. Resolution (12-07.48) to Expand the Road Commission from Three to Five Members

Attachments:

*Resolution (12-07.48)

2. December 2007 Appointments

- a. Airport Board – one public member, term to 12/31/2009
 - b. District Library – one public member, term to 12/31/2011
 - c. Fair – one public member, term to 12/31/2010
 - d. Hospital Finance Authority – four public members, terms to 12/31/2008
 - e. Parks – two public members, terms to 12/31/2010
 - f. Region II Planning Commission – one public member, term to 12/31/2010
 - g. Traffic Safety Commission – one public member, term to 12/31/2009
 - h. Department on Aging Advisory Council – seven public members, terms to 12/31/2009
 - i. Road Commission – 3 members, terms staggered – 12/2010, 12/2009, 12/2011
- ** (Two appointments are pending the adoption of Resolution (12-07.48))

3. Commissioner Appointments

- a. Mid-South Substance Abuse Commission – one member, term to 12/31/2009

Attachments:

*Commissioner Board Appointments – December 2007

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

Roll Call

A. Resolution (12-07.50) Asking the Governor and Legislature to Stop the State Police Headquarters Plan for Lansing, Michigan, Known as the “Triangle Project” and Proposing Passage of Legislation to Stop the Plan

Attachments:

*Resolution (12-07.50)

Roll Call

B. Resolution (12-07.51) Municipal Employees' Retirement System of Michigan (MERS) Revised Uniform Defined Contribution Program

Attachments:

*Resolution (12-07.51)

16. PUBLIC COMMENTS

17. COMMISSIONER COMMENTS

18. CLOSED SESSION

A. POLC Contract

Attachments: None

19. ADJOURNMENT

**Notice of Public Hearing
Expansion of Road Commission**

A public hearing will be conducted by the Jackson County Board of Commissioners on Tuesday, December 11, 2008, at 5:20 p.m. in the Jackson County Commission Chambers, 2nd Floor, Jackson County Tower Building, 120 W. Michigan Avenue, Jackson, MI 49201.

The purpose of the said hearing is to receive public input on the proposed expansion of the Road Commission from three to five members.

Written comments should be addressed to: Jackson County Administrator/Controller, 120 W. Michigan Avenue, 6th Floor, Jackson, MI 49201.

Consent Agenda
Motions

December 11, 2007

Roll Call

1. Motion: Approve Bid Summary and Request for Proposals for Family and Probate Court-Appointed Attorney Services
2. Motion: Approve Local Health Department Grant Contract between Michigan Department of Environmental Quality and the Jackson County Health Department
3. Motion: Approve Resolution (12-07.49) Adoption of a Defined Contribution Plan for Non-Union Employees and County-Wide Elected Officials
4. Motion: Approve the Budget Adjustments

From: Randy Treacher
To: Susanne Schweizer
Date: 11/27/2007 2:28:33 PM
Subject: Fwd: Additional Atty bids

for Agencies

>>> Chad Schmucker 10/03/07 12:16 PM >>>
Bids were submitted on 10-1

Attached is the bid summary and the RFP for your information.

I think we can save about \$10,000 per year the Involuntary Commitment cases and \$5000 on the PPO/Support/Paternity cases.

I am recommending George Truchan for the Involuntary Commitments(Mental) on a per case basis.

I am recommending 50% each to Mike Kelley (on a per case basis) and Mike Dungan(on an annual basis) on the Paternity, Support and PPO contract.

I am expecting to be in trial on Monday so I will not be attending Agencies. Please to not hesitate to email me any questions you have.

Chad Schmucker
Courthouse
312 S. Jackson
Jackson, MI 49201

517 - 788-4365 (voice)
517 - 788-4695 (fax)

| ATTORNEY NAME | Category A (Per Case) | Category A (Annual) | Category B (Per Case) | Category B (Annual) | | |
|--|-----------------------|---------------------|-----------------------|---------------------|--|--|
| Judith Varga | | | \$225 | | | |
| Christopher Hurlburt | \$90 | \$30,000 | \$200 | \$15,000 | | |
| Anthony Raduazo | \$99 | \$25,000 | \$199 | \$14,029.50 | | |
| David Lady | | | | \$17,500 | | |
| Michael Falahee | \$95 | \$30,000 | \$260 | \$25,000 for 50% | | |
| George Truchan | \$50 / \$60 ** | \$26,000 | | | | |
| Georgia Wright | \$90 | \$30,780 | \$240 | \$12,650 for 50% | | |
| Mark Hashley | | | \$300 | | | |
| Michael Kelly | | \$2,000 /month | \$150 | | | |
| Phil Berkemeier | | | \$225 | \$18,000 for 50% | | |
| Thomas K. Ellis | \$85 *** | \$25,000 | | | | |
| Charles Adams | \$88 | | \$240 | | | |
| Beer & McCord | | \$25,750 | | | | |
| Al Brandt | | | \$200 | \$15,000 | | |
| Katie Rezmierski | \$100 | | \$200 | | | |
| Avery Bradley | \$150 | | \$250 | | | |
| Michael Dungan | | | \$175 | \$12,000**** | | |
| **\$50 ffor Deferral / \$60 for Commitments | | | | | | |
| ***\$85 for 1st case; \$50 for each case per day if 1 or 2; \$40 per case if 3 or more per day | | | | | | |
| ****or \$1,000 monthly | | | | | | |

JACKSON COUNTY CIRCUIT COURT

312 South Jackson Street
Jackson, Michigan 49201

Chad C. Schmucker
Chief Circuit Judge

Fax: (517) 788-4695
Phone: (517) 788-4365
E-Mail: cschmuck@co.jackson.mi.us

Request for Proposals for Family and Probate Court-Appointed Attorney Services

Proposals Due: October 1, 2007 at 5:00 p.m.

Reservation: Both the Court reserves the right to reject any and all proposals for any reason. Cost is an important, but not the sole qualification for accepting bids. Any proposal must be accepted by both the Court.

Qualifications: All attorneys who submit proposals must:

1. Be members of the State Bar of Michigan.
2. Be competent to handle the type of case assigned.
3. Have professional liability insurance of \$100,000 per claim.
4. Maintain and monitor a fax machine.
5. Maintain and monitor an e-mail address.
6. Have Internet access to check the Court schedule.
7. Provide the Court with cell phone numbers unless they have full-time secretarial staff.
8. Comply with all Court Rule and Statutory requirements for handling the cases.
9. Report any conflict of interest immediately to the Chief Judge in writing.

Contracts to Commence: Work on these proposals, if accepted, will begin on or about November 1, 2007. Accepted proposals will be notified at least 28 days prior to the commencement of work.

Term of Contract: 1 Year.

Scope of Work:

Category A: Representing individuals who are subject to a commitment for involuntary proceedings, including consulting with the individual at Foote Hospital to determine if they want a contested hearing, completing requests to defer for those who want to consent to treatment, and representing the individual at any required or requested contested hearing, including if specifically demanded, a jury trial. It is anticipated that almost all the hearings will be conducted at the Foote Hospital Anderson Building, and at the present time hearings are generally scheduled at 8:00 a.m. on Tuesdays and Fridays, but there may be some hearings held in Judge Rappleye's courtroom or at other dates or times depending upon the Judge's availability. This does not include representing individuals whose hearings are held outside of Jackson County. Attorneys will be expected to complete the work on any appointments made during the term of this agreement, even if the actual hearing is held after the expiration of this agreement.

Category B: Representing defendants who request a court-appointed attorney for a PPO Violation, Paternity, or Child Support Contempt Hearing. Work would not include modifying or setting aside the PPO, but simply the issue of whether the defendant is in contempt. Paternity cases would involve the issue of whether the Defendant is the father, but would not involve representing the Defendant on custody, support or parenting time. Child Support cases would not include modifying custody, parenting time or support, but be limited to the issue of whether the defendant is in contempt of Court for failing to pay child support. Attorneys will be expected to complete the work on any appointments made during the term of this agreement, even if the actual hearing is held after the expiration of this agreement.

Percentage of Work:

Category A: Proposals should be a flat rate per hearing or an annual rate for all hearings, or both.

Category B: Proposals should be for 50% of the court-appointed cases on a per case or an annual basis. (The per case price will apply regardless of whether the appointment is for support, paternity or PPO.)

Each bid shall be for a fixed amount. Bids will not be accepted for an hourly rate charge.

Past Experience: The following have been expended for Court-Appointed Attorneys in the past two years:

Category A: In 2005 there were 329 appointments and total fees paid of \$35,500. In 2006 there were 342 appointments with total fees paid of \$33,900.

Category B: The current fees for these cases are \$230 for Paternity, \$220 for Support and \$330 for PPO Violations. From 1/1/2007 to 8/29/2007, there were 7 Paternity appointments, 52 Support appointments and 45 PPO appointments.

Backup:

Each attorney participating on the contract is required to have an attorney who will provide backup when the attorney is unavailable. The proposal should specify the attorney or attorneys who will be providing backup in the event the primary attorney is unavailable.

Replacement of Attorney:

If any attorney is unable to accept an assignment or to complete an assignment due to a conflict of interest, the attorney will not be paid for handling the case.

Scope of Representation:

Attorneys will not be obligated to appeal any Final Order.

Additional Expenses:

Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, mileage, witness fees, and service of process. Costs for experts must be pre-approved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Judge (i.e. extensive medical records, investigation costs, etc.)

Billing and Reporting

If an annual bid is accepted, the attorney will be paid 1/12 of the bid amount each month. If a per case bid is accepted, the attorneys will be expected to submit a monthly bill which will be paid in the Court's next regular billing cycle. Bills are expected to be submitted within 28 days of completion of the work.

Bills for any additional expenses covered by this agreement must be submitted within 28 days of completion of the work.

Parking Permits

Each participating attorney will receive a parking permit from the County of Jackson for the South Courthouse parking lot, to be used only while on business for this agreement.

Subcontracting

Attorneys may not subcontract their obligation without approval of the Chief Judge. Any new attorney associated with the attorney who has an accepted proposal must be approved by the Chief Judge.

Termination

The Court and any Attorney may terminate this contract on 28 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant or Respondent in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

Ability and Qualifications

Any questions as to the ability or qualifications of a attorney either to handle the type of case or to handle the volume of work proposed, shall be decided by the current Circuit and Probate Judges. This includes not only whether the attorney has the qualifications to handle the type of case, but also the attorney's record for punctuality and experience in handling the type of case requested.

Any questions regarding the removal of an attorney from the contract for failure to adequately perform shall be decided by the Chief Circuit Judge.

All attorneys who are bidding will be requested to complete a qualifications and background questionnaire.

Any attorney submitting a proposal may also submit additional information regarding their qualifications.

Proposal Acceptance Procedure.

After the proposal deadline, the proposals will be opened by the Chief Circuit Judge. The Judges will meet to decide on the qualifications of the attorneys who have submitted proposals and will award the contracts.

Any questions about this procedure, payments, or expectations of the Court should be submitted to the Chief Judge in writing. The questions and written answers will be posted on the Chief Judge's web page as soon as possible.

PROPOSAL FOR COURT-APPOINTED ATTORNEY CONTRACT

I have reviewed the **Request for Proposals for Family and Probate Court-Appointed Attorney Services**, and I am making the following Proposal:

| | Per Case Proposal Amount | Annual Proposal Amount |
|---|--------------------------|------------------------|
| Category A (Involuntary Commitment) | \$ _____ | \$ _____ |
| Category B (PPO, Support, Paternity) | \$ _____ | \$ _____ |

Attorney Name

Attorney Name (If joint proposal)

E-Mail Address: _____
(required)

E-Mail Address: _____
(required)

Attorney Signature

Attorney Signature

If this proposal is being submitted by an individual attorney, the name of the attorney who will be providing back-up coverage when necessary.

Name of Back-up Attorney

QUALIFICATIONS QUESTIONNAIRE

Attorney Name: _____

Year admitted to practice: _____

Describe the nature of your practice in the last 3 years: _____

Please describe your qualifications for handling the types of cases you are requesting:

[illegible]



LOCAL HEALTH DEPARTMENT GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND JACKSON COUNTY HEALTH DEPARTMENT

This Grant Contract ("Contract") is made between the Michigan Department of Environmental Quality, Water Bureau ("State") and Jackson County Health Department ("Grantee").

The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1976, PA 399, as amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. Legislative appropriation of Funds for grant assistance is set forth in Public Act 121 of 2007. This Contract is subject to the terms and conditions specified herein.

Project Name: Local Health Department Master Grant Contract

Amount of grant: \$252,392

% of grant state \$234,992 / % of grant federal \$17,400

PROJECT TOTAL: \$252,392

Start Date: October 1, 2007

End Date: September 30, 2008

GRANTEE CONTACT:

Mr. Ted Westmeier R.S., M.P.H. Health
Officer

Name/Title

Jackson County Health Department

Organization

1715 Lansing Avenue, Ste. 221

Address

Jackson, MI 49202

Address

Telephone number

Fax number

E-mail address

Federal ID number

STATE'S CONTACT:

Tom Hettinger, Analyst

Name/Title

Water Bureau

Division/Bureau/Office

P.O. Box 30273

Address

Lansing, MI 48909-7773

Address

517.241.1330

Telephone number

517.373.2040

Fax number

Hettingt@michigan.gov

E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the parties will fulfill the terms of this Contract, including the attached appendices, and used only as set forth herein.

Signature of authorized official

Date

Name and title (typed or printed)

AUTHORIZED BY:

Richard A. Powers, Chief, Water Bureau
Michigan Department of Environmental Quality

Date

I. PROJECT SCOPE

This Contract and its appendices constitute the entire Contract between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A, and such activities as are authorized by the State under this Contract. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Contract.

(B) By acceptance of this Contract, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Contract and in accordance with the terms and conditions of this Contract.

II. CONTRACT PERIOD

Upon signature by the State, the Contract shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Contract are not eligible for payment under this Contract.

III. CHANGES

Any changes to this Contract shall be requested by the Grantee in writing, and approved in writing by the State. The State reserves the right to deny requests for changes to the Contract or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program-Specific Elements and in Appendix A of this Contract.

(A) The Grantee must complete and submit reports according to a form and format prescribed by the State. These reports shall be due according to the following:

| Reporting period | Due Date |
|-------------------------|--------------------|
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 31 |
| July 1 – September 30 | Before October 31* |
| October 1 – December 31 | January 31 |

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page one.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Contract, the Grantee may release information or material developed under this Contract, provided it is acknowledged that the State funded all or a portion of its development.

The State retains an irrevocable license to reproduce, publish and use in whole or in part, and authorize others to do so, any copyrightable material submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

Unless otherwise specified in this Contract, the Grantee may not patent products or processes developed under this Contract.

VII. ASSIGNABILITY

The Grantee shall not assign this Contract or assign or delegate any of its duties or obligations under this Contract to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Contract. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting

from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Contract and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Contract.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Contract, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Contract is the responsibility of the State and not the responsibility of the Grantee if the liability is caused by any State employee or agent, provided that nothing herein is construed as a waiver of any governmental immunity by the State, its agencies or employees as provided by statute or court decisions.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Contract, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities, provided that nothing herein is construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees, respectively as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

XIII. ANTI-LOBBYING

If all or a portion of this contract is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti Lobbying Act which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this contract is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this contract for the purpose of lobbying as defined in the State of

Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this contract for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45CFR1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to the grant contract, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance that will protect it from claims that may arise from the Grantee's actions under this Contract or from the actions of others for whom the Grantee may be held liable.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Contract.

XVII. FEES AND OTHER SOURCES OF FUNDING

The Grantee shall not seek nor obtain funding through fees or charges to any client receiving services for which the State reimburses the Grantee under this Contract. The Grantee guarantees that any claims made to the State under this Contract must not be financed by any source other than the State under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Contract is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under the Contract.

(C) The State will approve payment requests after approval of reports and related documentation as required pursuant to the Program-Specific Section.

(D) The State reserves the right to request additional information before approving a payment.

(E) An amount equal to 0 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Contract. Unless otherwise provided in this Contract or by State law, final payment under this Contract shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Contract.

XX. CANCELLATION

This Contract may be canceled by the State, upon 30 days written notice, 1) due to Executive Order, budgetary reduction, other lack of funding, 2) upon request by the Grantee, or 3) upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Contract.

XXI. TERMINATION

(A) This Contract may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Contract, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Contract or any payment under this Contract.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee or agent of the State in an attempt to secure a sub-contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract.
 - d. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs a through c, above.
 - e. If the Grantee or any subcontractor, manufacturer or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Department of Labor & Economic Growth or its successor.
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Contract.

PROGRAM-SPECIFIC BOILERPLATE

XXII. FEDERAL FUNDING REQUIREMENTS

A maximum of \$17,400 or 7 % of total disbursements is funded with Federal Funding. See Program Funding Section XXIII for funding by individual program. By accepting this Contract, the Grantee shall comply with all applicable Federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

(A) Grantees receiving \$500,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with OMB Circular A-133, Revised June 24, 1997, "Audits of State, Local Governments, & Non-Profit Organizations. This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality
Finance and Business Services Division
Federal Aid Section
P.O. Box 30473
Lansing, MI 48909

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(B) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(C) The Grantee will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(D) In accordance with the United States Environmental Protection Agency's (EPA) Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, the Grantee agrees to:

- (1) Accept the applicable "fair share" goals negotiated with USEPA by the Michigan Department of Environmental Quality as follows:
MBE 3% WBE 5%
- (2) Ensure to the fullest extent possible that at least the FY 2007 "fair share" objective [see (1) above] of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
- (3) Include in bid documents the "Fair Share" goals listed above and require its contractors to include in their bid documents for subcontracts the above fair share percentages.
- (4) Follow the six affirmative steps stated in 40 CFR § 31.36 (e)(2).
- (5) Submit a USEPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Contracts, and Interagency Contracts" to the State beginning with the first quarter the Grantee receives the award and continuing until the project is completed.

(E) The Grantee agrees to ensure that all conference, meeting, convention or training space used and paid for in whole or in part by this Contract complies with the Hotel and Motel Fire Safety Act of 1990.

(F) The Grantee agrees to use recycled paper for all reports and materials which are prepared as a part of this Contract and delivered to DEQ.

(G) The Grantee agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988. Therefore, if the Grantee awards a contract under this assistance Contract, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRA):

- (1) Place SBRAs on solicitation lists;
- (2) Ensure that SBRAs are solicited whenever they are potential sources;
- (3) Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- (4) Establish delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- (5) Use the services of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate; and
- (6) Require the Grantee, if it awards subcontracts, to take the affirmative steps in subparagraphs 1 through 5.

(H) Despite Paragraph VI, a grantee who is a small business firm or nonprofit organization as defined under the Bayh-Dole Act, as amended, 35 USC § 200, *et seq*, may patent products or processes developed under this Contract.

XXIII. PROGRAM FUNDING

Program A - Noncommunity (Type II):

Index 37338

1. Water Supply Requirements –PCA 41880; Amount \$45,253
Funding Source: State Restricted
2. Operator Certification - PCA 41813; Amount \$15,750 is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Operator Certification Expense Reimbursement Grant", and the CFDA number is 66.471. The Federal Grant Number is CT975861 and the grant is funded with Federal funds from the EPA awarded in 2008.
3. Capacity Development – PCA 41831; Amount \$1,650 is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Cap Grant for the Drinking Water Revolving Fund", and the CFDA number is 66.468. The Federal Grant Number is FS97548705 and the grant is funded with Federal funds from the EPA awarded in 2008.

Program B - Long-Term Monitoring:

Index 37307 PCA 30744; Amount \$6,850 Funding Source: State Restricted

Program C – Beach Monitoring:

Great Lakes Beach Monitoring Index 37541, PCA 41230, Allocation amount \$0; is funded with Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU96510601 and the grant is funded with Federal funds from the EPA awarded in 2008.

Program D - Public Swimming Pool Requirements:

Index 37342 PCA 44402; Amount \$2,000 Funding Source: State Restricted

Program E - Septage Requirements:

Index 37344 PCA 44106, Amount \$950 Funding Source: State Restricted

Program F - On-site Sewage Treatment Management Requirements:

Index 37341 PCA 44306; Amount \$96,681 Funding Source: Interdepartmental Grant from MDCH

Program G - Drinking Water Supply Requirements:

Index 37338 PCA 42013; Amount \$82,358
Funding Source: Interdepartmental Grant from MDCH

Program H – Campground Requirements:

Index 37343 PCA 44502; Amount \$900 Funding Source: State Restricted

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Community Health (MDCH) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.

Resolution (12-07.49)
Adoption of a Defined Contribution Plan
For Non-Union Employees and County-Wide Elected Officials

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

WHEREAS, the Board of Commissioners has previously established a compensation plan for non-union County employees and Elected Officials; and

WHEREAS, effective January 1, 2008 all newly hired non-union County employees and newly elected Elected Officials shall be eligible to become members of the County's Defined Contribution Plan for retirement, but shall not be eligible to participate in the County's Defined Benefit Plan.

NOW THEREFORE BE IT RESOLVED, that the Jackson County Board of Commissioners amends the compensation plan as noted above; and

BE IT FURTHER RESOLVED, that the schedule of all other benefits remains the same as previously adopted by the Board of Commissioners.

James E. Shotwell, Chairman
Jackson County Board of Commissioners
December 11, 2007

JACKSON COUNTY MISCELLANEOUS BUDGET ADJUSTMENTS 2007

- | | | | | |
|----|----------|---------------|-----------------------|-----------|
| 1) | DECREASE | 245265-931035 | Records retention | \$ 22,000 |
| | INCREASE | 245265-931900 | Security improvements | \$ 22,000 |

To reflect emergency purchase of package Scanner from L-3 Communications

- | | | | | |
|----|----------|---------------|----------------------|------------|
| 2) | INCREASE | 245100-685175 | Aerial Image Revenue | \$ 115,000 |
| | INCREASE | 245100-931309 | Aerial Image Expense | \$ 115,000 |

To reflect Aerial Image expense and billings for 2007.

\$72,000 has been received thus far.

- | | | | | |
|----|----------|---------------|-------------------|------------|
| 3) | INCREASE | 101999-721000 | Termination costs | \$ 100,000 |
| | DECREASE | 101890-989000 | Contingency | \$ 100,000 |

To reflect increase expense associated with terminated employees

- | | | | | |
|----|----------|---------------|--------------|-----------|
| 4) | INCREASE | 101430-650003 | Animals Sold | \$ 46,400 |
| | INCREASE | 101890-989000 | Contingency | \$ 46,400 |

To reflect horse auction

- | | | | | |
|----|----------|---------------|------------------------|-----------|
| 5) | DECREASE | 101638-555000 | State Grant-abstinence | \$ 46,400 |
| | DECREASE | 101638-XXXXXX | var expenses | \$ 46,400 |

To reflect decrease in grant revenue/expenses. Grant ended 9/30/2007

- | | | | | |
|----|----------|---------------|--------------|-----------|
| 6) | INCREASE | 101638-555000 | Food charges | \$ 20,000 |
| | DECREASE | 101890-989000 | Contingency | \$ 20,000 |

To reflect costs associated with horse care.

JACKSON COUNTY
PROPOSED GENERAL FUND BUDGET WAGE FRINGE BENEFIT ADJUSTMENTS
2007

| | PROPOSED ADJUSTMENT PERSONNEL |
|--------------------------------|--|
| 101135 XXXXXX WAGES & BENEFITS | 3,300 |
| 101136 XXXXXX WAGES & BENEFITS | 8,400 |
| 101150 XXXXXX WAGES & BENEFITS | (10,200) |
| 101191 XXXXXX WAGES & BENEFITS | 4,200 |
| 101201 XXXXXX WAGES & BENEFITS | (48,000) |
| 101215 XXXXXX WAGES & BENEFITS | (11,673) |
| 101222 XXXXXX WAGES & BENEFITS | (3,000) |
| 101223 XXXXXX WAGES & BENEFITS | (1,500) |
| 101224 XXXXXX WAGES & BENEFITS | 1,700 |
| 101225 XXXXXX WAGES & BENEFITS | (58,700) |
| 101226 XXXXXX WAGES & BENEFITS | 10,400 |
| 101229 XXXXXX WAGES & BENEFITS | 12,750 |
| 101231 XXXXXX WAGES & BENEFITS | (1,700) |
| 101232 XXXXXX WAGES & BENEFITS | 1,100 |
| 101236 XXXXXX WAGES & BENEFITS | (35,362) |
| 101253 XXXXXX WAGES & BENEFITS | 2,194 |
| 101257 XXXXXX WAGES & BENEFITS | (11,000) |
| 101258 XXXXXX WAGES & BENEFITS | (16,500) |
| 101265 XXXXXX WAGES & BENEFITS | 31,800 |
| 101267 XXXXXX WAGES & BENEFITS | (800) |
| 101268 XXXXXX WAGES & BENEFITS | 18,400 |
| 101270 XXXXXX WAGES & BENEFITS | (44,700) |
| 101274 XXXXXX WAGES & BENEFITS | (35,700) |

JACKSON COUNTY
PROPOSED GENERAL FUND BUDGET WAGE FRINGE BENEFIT ADJUSTMENTS
2007

| | | PROPOSED ADJUSTMENT PERSONNEL |
|--------|--------------------------------|--|
| 101275 | 703000 WAGES-ELECTED OFFICIALS | 3,000 |
| 101275 | 704000 WAGES-FULL TIME | (49,088) |
| 101275 | 705500 WAGES-CASUAL | 15,770 |
| 101275 | 802000 CONTRACTUAL SERVICES | 33,318 |
| 101279 | XXXXXX WAGES & BENEFITS | (9,100) |
| 101301 | XXXXXX WAGES & BENEFITS | 110,901 |
| 101303 | XXXXXX WAGES & BENEFITS | 1,800 |
| 101311 | XXXXXX WAGES & BENEFITS | (700) |
| 101331 | XXXXXX WAGES & BENEFITS | 6,500 |
| 101345 | XXXXXX WAGES & BENEFITS | 3,600 |
| 101351 | XXXXXX WAGES & BENEFITS | 12,100 |
| 101354 | XXXXXX WAGES & BENEFITS | (1,900) |
| 101355 | XXXXXX WAGES & BENEFITS | 1,700 |
| 101356 | XXXXXX WAGES & BENEFITS | (23,400) |
| 101430 | XXXXXX WAGES & BENEFITS | 84,100 |
| 101648 | XXXXXX WAGES & BENEFITS | 3,475 |
| 101670 | XXXXXX WAGES & BENEFITS | 3,300 |
| 101671 | XXXXXX WAGES & BENEFITS | 1,100 |
| 101672 | XXXXXX WAGES & BENEFITS | 9,300 |
| 101673 | XXXXXX WAGES & BENEFITS | 3,300 |
| 101674 | XXXXXX WAGES & BENEFITS | 2,500 |
| 101677 | XXXXXX WAGES & BENEFITS | 2,700 |
| 101678 | XXXXXX WAGES & BENEFITS | 6,600 |
| 101689 | XXXXXX WAGES & BENEFITS | 3,000 |

**JACKSON COUNTY
PROPOSED GENERAL FUND BUDGET WAGE FRINGE BENEFIT ADJUSTMENTS
2007**

| | | PROPOSED ADJUSTMENT PERSONNEL |
|---------------|------------------------------------|--|
| 101890 | 98900 CONTINGENCY-CONTRACTS | <u><u>39,285</u></u> |

these adjustments are the result of , 2007 wages having been prepared using 2006 rates,
contract settlements, and employee transfers from department closings,

**JACKSON COUNTY
WAGE FRINGE BENEFIT ADJUSTMENTS-MISC FUNDS
2007**

| | PROPOSED ADJUSTMENT PERSONNEL |
|--|--|
| 208100 XXXXXX WAGES & BENEFITS | 16,300 |
| 208697 XXXXXX WAGES & BENEFITS | (1,000) |
| 208699 XXXXXX WAGES & BENEFITS | (12,300) |
| 208701 XXXXXX WAGES & BENEFITS | 5,050 |
| 208702 XXXXXX WAGES & BENEFITS | (6,300) |
| 208710 XXXXXX WAGES & BENEFITS | 4,300 |
| 208717 XXXXXX WAGES & BENEFITS | 6,600 |
| 208728 XXXXXX WAGES & BENEFITS | 5,750 |
| 208764 XXXXXX WAGES & BENEFITS | (4,300) |
| 208981 695101 TRANSFER IN -GENERAL FUND | <u><u>14,100</u></u> |
| 218700 XXXXXX WAGES & BENEFITS | 3,300 |
| 218981 695101 TRANSFER IN -GENERAL FUND | <u><u>3,300</u></u> |
| 292100 XXXXXX WAGES & BENEFITS | 3,800 |
| 292664 XXXXXX WAGES & BENEFITS | (16,100) |
| 292665 XXXXXX WAGES & BENEFITS | 5,200 |

**JACKSON COUNTY
WAGE FRINGE BENEFIT ADJUSTMENTS-MISC FUNDS
2007**

| | | | |
|---------------|---------------|----------------------------------|----------------------|
| 292666 | XXXXXX | WAGES & BENEFITS | 500 |
| 292667 | XXXXXX | WAGES & BENEFITS | 15,400 |
| 292670 | XXXXXX | WAGES & BENEFITS | 6,000 |
| 292671 | XXXXXX | WAGES & BENEFITS | 3,800 |
| 292682 | XXXXXX | WAGES & BENEFITS | 4,400 |
| 292981 | 695101 | TRANSFER IN -GENERAL FUND | <u><u>11,500</u></u> |
| 292664 | 401021 | STATE REIMBURSEMENT | <u><u>11,500</u></u> |
| 295100 | XXXXXX | WAGES & BENEFITS | 9,100 |
| 295981 | 695101 | TRANSFER IN -GENERAL FUND | <u><u>9,100</u></u> |
| 101890 | 989000 | CONTINGENCY-CONTRACTS | (38,000) |
| 101981 | 965030 | TRANSFER OUT-PARKS | 14,100 |
| 101981 | 965031 | TRANSFER OUT-GOLF COURSE | 3,300 |
| 101981 | 965140 | TRANSFER OUT-CHILD CARE | 11,500 |
| 101981 | 965110 | TRANSFER OUT-AIRPORT | 9,100 |

these adjustments are the result of , 2007 wages having been prepared using 2006 rates, contract settlements, and employee transfers from department closings,

From: Charles Adkins
To: Randy Treacher
Date: 11/26/2007 3:12:05 PM
Subject: Budget Adjustment Requests

Good afternoon Randy,

I have attached a few budget adjustment requests. I divided them up as over 10,000 and under 10,000. If you have any questions, please let me know.

Thank you and have a great day....Charles

CC: Bunch, Theresa; Cyrocki, Gerard; Fitzpatrick, Sandy; Schweizer, Susanne; Stone, Marion

**JACKSON COUNTY CIRCUIT-FAMILY-PROBATE COURTS
OFFICE OF COURT ADMINISTRATOR**

**312 SOUTH JACKSON STREET
JACKSON, MICHIGAN 49201
(517) 768-8565 FAX:(517) 788-4623
Charles M. Adkins, Court Administrator**

MEMORANDUM

TO: Randy Treacher
FROM: Charles M. Adkins *CMA*
DATE: Nov. 26, 2007
RE: Budget Adjustment Request Over \$10,000.00 for 2008

Randy,

We would like to request the following budget adjustment for the 2008 budget:

292670-11000 Administrative Costs
Current Budget: \$444,463
New Budget Request: \$518,394

This line item reflects the indirect costs calculated by Maximus in the most recent Cost Allocation Plan for calendar year 2006 for the Child Care Fund. (Copy attached).

This will allow us to recoup additional reimbursement costs of \$36,965.50. If the adjustment is done in December, it will reduce the need to amend the Child Care Fund budget next year by at least once after the state has approved it.

If you have any questions, please let me know.

Jackson County, Michigan
Cost Allocation Plan
Based On The Year Ended December 31, 2006
Allocated Costs By Department

Detail

| Central Service Departments | Jail Millage | DOA Millage | MI Justice Trng | F.I.A. | Medical Care Fac | MCF Maint of Eft | Child Care Fund |
|-----------------------------|--------------|-------------|-----------------|--------|------------------|------------------|-----------------|
| Building Use Charge | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Equipment Use Charge | 0 | 0 | 0 | 0 | 0 | 0 | 4,838 |
| County Administrator | 0 | 0 | 0 | 0 | 0 | 0 | 18,554 |
| Information Technology | 0 | 0 | 0 | 0 | 0 | 0 | 21,016 |
| Administrative Services | 736 | 615 | 114 | 300 | 62 | 815 | 28,862 |
| Printing | 0 | 0 | 0 | 0 | 0 | 0 | 565 |
| Human Resources | 0 | 0 | 0 | 0 | 0 | 0 | 17,673 |
| Facilities Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 80,390 |
| Treasurer | 1,480 | 1,441 | 634 | 1,565 | 1,199 | 1,467 | 5,789 |
| Fleet Maintenance | 0 | 0 | 0 | 0 | 0 | 0 | 13,305 |
| Retiree Health/Life/Waiver | 0 | 0 | 0 | 0 | 244,118 | 0 | 269,158 |
| Miscellaneous Expenses | 215 | 195 | 176 | 134 | 96 | 2,148 | 58,204 |
| Parks Administration | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Allocated | 2,431 | 2,251 | 924 | 1,999 | 245,475 | 4,430 | 518,394 |
| Roll Forward | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Cost With Roll Forward | 2,431 | 2,251 | 924 | 1,999 | 245,475 | 4,430 | 518,394 |
| Adjustments | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Proposed Costs | 2,431 | 2,251 | 924 | 1,999 | 245,475 | 4,430 | 518,394 |



**JACKSON COUNTY CIRCUIT-FAMILY-PROBATE COURTS
OFFICE OF COURT ADMINISTRATOR**

312 SOUTH JACKSON STREET
JACKSON, MICHIGAN 49201
(517) 768-8565 FAX:(517) 788-4623
Charles M. Adkins, Court Administrator

MEMORANDUM

TO: Randy Treacher

FROM: Charles M. Adkins *CMA*

DATE: Nov. 26, 2007

RE: Budget Adjustment Request Under \$10,000.00 for 2007

Randy,

We would like to request the following budget adjustments for the 2007 budget:

| | | |
|---|-------------------------------------|----------------------------------|
| 292670-716000 In-Home Detention Health Ins. | Current Budget Amount \$0 | New Budget Request \$5,400 |
| Alicia Schoun had a change in marital status. Detailed Trial Balance sheet is attached. | | |
| 292670-861000 In-Home Detention Mileage | Current Budget Amount \$1,000.00 | New Budget Request \$2,200 |
| The additional \$1,200 would be taken from: (292662-701013 In-Home Care). Mileage expense has increased due to increased usage and gas prices. | | |
| 292670-945000 In-Home Detention Tether | Current Budget Amount \$4,000.00 | New Budget Request \$7,000.00 |
| The use of tethers by the court has been increasing during the year. The additional \$3,000.00 could be accounted from unbudgeted revenue collected for the use of tether. This is reflected below. | | |
| 292670-654088 (Revenue) In-Home Detention Electronic Monitoring Fees | Current Budget Amount \$0 | New Budget Request \$3000.00 |
| The current balance in this account is: \$2,797.80 | | |

If you have any questions, please let me know.

County of Jackson-LIVE
GL Transactions by Object Code within Org. Key

Org Key: 292670 - YOUTH HOME IN HOME DETENTION

Object: 716000 - HEALTH INSURANCE

| <u>Post Date</u> | <u>Reference</u> | <u>Description</u> | <u>SS</u> | <u>Misc</u> | <u>Debit</u> | <u>Credit</u> | <u>Net</u> |
|-----------------------|------------------|--------------------|-----------|-------------|-----------------|---------------|-----------------|
| 01/12/2007 | 01010DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 02/09/2007 | 01030DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 03/09/2007 | 01050DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 04/06/2007 | 01070DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 05/04/2007 | 01090DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 06/01/2007 | 01110DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 07/13/2007 | 01140DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 08/10/2007 | 01160DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 09/07/2007 | 01180DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| 10/05/2007 | 01200DP | HEALTH INS | 2 | | 450.00 | 0.00 | 450.00 |
| Object 716000 Total: | | | | | <u>4,500.00</u> | <u>0.00</u> | <u>4,500.00</u> |
| Org Key 292670 Total: | | | | | <u>4,500.00</u> | <u>0.00</u> | <u>4,500.00</u> |
| Grand Total: | | | | | <u>4,500.00</u> | <u>0.00</u> | <u>4,500.00</u> |

From: Gerard Cyrocki
To: Susanne Schweizer
Date: 11/26/2007 3:42:35 PM
Subject: ROD Budget Adjustments 2007

Sue

attached are 2 budget adjustments from Register of Deeds office. Please note: each spreadsheet has 2 tabs (revenue & expense).

The adjustments are for Funds 101 & 256

Thanks to all.

GC

>>> Mindy Reilly 11/26/07 3:21 PM >>>

Revenue changes are because sales and mortgage financing are down. When people are not mortgaging or buy our revenues go down.

Increase in the revenue areas are do to oil and gas people in our office doing research for oil leases

Some of the decrease in expenses are do to less volume being recorded so less postage, less images to microfilm etc.

Automation Fund is based on the recordings so if recordings are down so will the revenue from this fund. Wage-casual completed the 1st stage of the historical indexing just waiting for vendor to get more converted for us and we will start back up.

Office expense had replace some printers that went bad.

See under the internet expense

Mindy Reilly
Jackson County Register of Deeds
120 W. Michigan Ave.
Jackson, Mi 49201
Ph: 517-768-6682
Fax : 517-788-4686

>>> Gerard Cyrocki 11/26/07 3:13 PM >>>

Mindy

can you please offer a brief explanation for changes.

Thanks.

>>> Mindy Reilly 11/26/07 2:21 PM >>>

Gerard the following are the end of the year budget adjustments for Register of Deeds and Automation

101236625000 Transfer Tax Current \$446,000.00 subtract \$30,000.00 leaving a new amount of \$416,000.

101236634000 Recordings Current \$525,000.00 subtract \$78,000.00 leaving a new amount of \$447,000.

101236609000 Searches Current \$125.00 subtract \$50.00 leaving a new amount of \$75.

101236643140 Optical Contract Current \$54,500.00 subtract \$8,000.00 leaving a new amount of \$46,500.

The total of decrease revenue will be \$116,050.00

101236636000 Tract current \$20,000.00 add \$4,000.00 leaving new amount of \$24,000.00
101236643060 Copies Current \$120,000.00 add \$13,000.00 leaving new amount of \$133,000.00
101236643150 Optical Remote current \$10,000.00 add \$34,000.00 leaving new amount of \$44,000.00
101236685010 Admin Reim. current \$850.00 add \$1,000.00 leaving new amount of \$1,850.00

Total increase in revenue will be \$52,000.00

101236933000 Maintenance of equip current 100.00 subtract 100.00 leaving a new amount of \$0.00
101236729000 Postage current \$5,600.00 subtract \$750.00 leaving a new amount of \$4850.00
101236728500 Images to Microfilm \$9,000.00 subtract \$2,000.00 leaving a new amount of \$7,000.00
101236850000 Telephone current \$2,200.00 subtract \$500.00 leaving a new amount of \$1,700.00
101236861000 Mileage current \$200.00 subtract \$140.00 leaving a new amount of \$ 60.00

Total decrease in expenses of \$3,490.00

Automation Fund

256100634100 Automation Fee current \$200,000.00 subtract \$39,000.00 leaving new amount of \$161,000.00

Total decrease in revenue is \$39,000.00

256100705500 Wage-Casual current \$30,000.00 subtract \$27,500.00 leaving new amount of \$2,500.00

Total decrease in expense of \$27,500.00

251100705500 Office Supplies current \$7,000.00 add \$500.00 leaving new amount of \$7,500.00
256100850050 Internet Services current \$7,500.00 add \$6,000.00 leaving new amount of \$13,500.00
(this account almost doubled because of security firewall maintenance that I did not know about until around March. IT was getting this bill.)
256100861100 Professional Dev. current \$1,500.00 add \$80.00 leaving new amount of \$1,580.00

Total increase in expense of \$6,580.00

256100989000 Contingency current \$129,000.00 subtract \$18,080.00 leaving new amount of \$110,920.00

If you have any questions feel free to call or e-mail me. Please see that these adjustments get to county affairs for Dec. meeting.

Thanks
Mindy

Mindy Reilly
Jackson County Register of Deeds
120 W. Michigan Ave.
Jackson, Mi 49201
Ph: 517-768-6682
Fax : 517-788-4686

**COUNTY OF JACKSON
BUDGET ADJUSTMENTS**

| LINE ITEM | | | | | | | | |
|-----------|-------|---------|-----|---------------------|----------------|----------|----------|----------------|
| FUND | DEPT. | ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT BUDGET | INCREASE | DECREASE | AMENDED BUDGET |
| 101 | 236 | 933 | 000 | M&R | 100 | | 100 | 0 |
| 101 | 236 | 729 | 000 | postage | 5600 | | 750 | 4850 |
| 101 | 236 | 728 | 500 | printing | 9000 | | 2000 | 7000 |
| 101 | 236 | 850 | 000 | telephone | 2200 | | 500 | 1700 |
| 101 | 236 | 861 | 000 | mileage | 200 | | 140 | 60 |
| 101 | 890 | 989 | 000 | contingency | | | 60560 | -60560 |
| | | | | | | | | 0 |
| | | | | | | | | 0 |
| | | | | | | | | 0 |
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| | | | | | | | | 0 |
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| | | | | | | | | 0 |
| | | | | | | | | 0 |
| | | | | | | | | |
| | | | | | | 0 | 64050 | -64050 |
| | | | | | | | | |
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| REASONING: | |
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DEPT HEAD _____

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON

BUDGET ADJUSTMENTS

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DEPT HEAD _____

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

| ADMIN | DATE |
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BOARD OF COMM DATE

COUNTY OF JACKSON BUDGET ADJUSTMENTS

[illegible][illegible]

DEPT HEAD Mindy Reilly

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR

DATE _____

ADMIN

BOARD OF COMM DATE

COUNTY OF JACKSON BUDGET ADJUSTMENTS

[illegible][illegible]DEPT HEAD Mindy Reilly

DATE _____

COMMITTEE _____ DATE _____

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DATE _____

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BOARD OF COMM DATE

COUNTY OF JACKSON BUDGET ADJUSTMENTS

[illegible][illegible]

DEPT HEAD Mindy Reilly

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR

DATE _____

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|-------|------|

BOARD OF COMM DATE

From: Gerard Cyrocki
To: Randy Treacher; Susanne Schweizer
Date: 11/28/2007 1:49:19 PM
Subject: MOE Budget adjustment-MCF AR

Randy

attached is an excerpt from the 2006 Medical Care facility audit. On the Medical Care Facility Balance Sheet you will see an Accounts Receivable for \$123,000 with a reference to Footnote #6 (also attached). This AR has been carried on the MCF books for several years now and **has not** been carried on the County's books.

I would propose that County pay the amount owing to MCF from Maintenance of Effort Fund. The budget adjustment for this payment would be as follows:

| | | | |
|----------|---------------|--------------------------|-----------|
| INCREASE | 297100-959000 | Miscellaneous expense | \$123,000 |
| INCREASE | 297100-699000 | Transfer in Fund Balance | \$123,000 |

Gerard

Jackson County Medical Care Facility

**Financial Report
with Additional Information
December 31, 2006**

plante
m
moran

Jackson County Medical Care Facility

Balance Sheet

| | December 31, 2006 | December 31, 2005 |
|--|----------------------|----------------------|
| Assets | | |
| Current Assets | | |
| Cash and cash equivalents (Note 2) | \$ 1,735,323 | \$ 1,036,068 |
| Resident accounts receivable (Note 3) | 1,792,765 | 1,341,556 |
| Other receivables - County (Note 6) | 123,000 | 123,000 |
| Other current assets | 99,512 | 269,017 |
| Total current assets | 3,750,600 | 2,769,641 |
| Assets Limited as to Use (Note 2) | 422,437 | 364,640 |
| Property and Equipment (Note 4) | 17,028,075 | 17,491,297 |
| Other - Bond issue costs | 130,776 | 136,381 |
| Total assets | <u>\$ 21,331,888</u> | <u>\$ 20,761,959</u> |
| Liabilities and Net Assets | | |
| Current Liabilities | | |
| Accounts payable | \$ 493,566 | \$ 125,436 |
| Current portion of long-term debt | 410,000 | 405,000 |
| Capital lease obligation | 9,559 | 9,048 |
| Funds held for residents | 14,009 | 11,892 |
| Estimated third-party payor settlements | 175,000 | 175,000 |
| Accrued liabilities and other: | | |
| Accrued compensation and related liabilities | 240,620 | 248,513 |
| Accrued compensated absences | 264,330 | 281,394 |
| Accrued interest | 114,204 | 117,599 |
| Total current liabilities | 1,721,288 | 1,373,882 |
| Long-term Debt | 14,014,109 | 14,385,714 |
| Capital Lease Obligation - Capital lease | 523,557 | 533,116 |
| Net Assets | | |
| Invested in capital assets - Net of related debt | 2,603,966 | 2,700,583 |
| Unrestricted | 2,468,968 | 1,768,664 |
| Total net assets | 5,072,934 | 4,469,247 |
| Total liabilities and net assets | <u>\$ 21,331,888</u> | <u>\$ 20,761,959</u> |

Jackson County Medical Care Facility

Notes to Financial Statements December 31, 2006 and 2005

Note 5 - Long-term Debt (Continued)

Outstanding Jackson County Building Authority Bonds, Series 2000 in the amount of \$12,900,000 are considered to be defeased.

Note 6 - Related Party Transactions

Postretirement Benefits - The Facility provides health and life insurance benefits for retired employees. Employees become eligible for benefits based on years of service from their hire date and actual eligibility factors vary based on collective bargaining agreements. Currently, 107 retirees are receiving benefits. Under an agreement with the County, the Facility is responsible for the costs of health care benefits for all employees who retired during or subsequent to 1989. Included in the Facility's annual expense is approximately \$470,000 and \$420,000 of costs paid for retirees' health and life insurance for the years ended December 31, 2006 and 2005, respectively.

At December 31, 2006 and 2005, the Facility's balance sheet reflects a receivable from the County of \$123,000 for a duplicate payment made by the Facility for health insurance costs applicable to 1997.

Maintenance of Effort (M.O.E.) - M.O.E. is a County obligation to the State of Michigan. Every month, the County receives a bill from the State of Michigan for each Medicaid patient day approved by the State during that month. Expenses relating to M.O.E. are not included in these financial statements as they were paid directly by the County.

Note 7 - Defined Benefit Multiple-employer Pension Plan

Plan Description - The Facility participates in the Jackson County Employees' Retirement System, which is a multiple-employer defined benefit pension plan that covers individuals who are employed for personal service in a membership portion, as defined in the retirement system by-laws of the County, who work 960 or more hours during the County's fiscal year, and elect to receive coverage. The Plan provides retirement benefits, as well as death and disability benefits, to plan members and their beneficiaries. The Jackson County Employees' Retirement System issues a publicly available financial report that includes financial statements and required supplemental information for the plan. That report may be obtained by writing Jackson County Employees' Retirement System's board of trustees, County Tower Building, 120 West Michigan Avenue, Jackson, MI 49201.

Funding Policy - The obligation to contribute to and maintain the system for covered employees was established in the Jackson County Employees' Retirement System, as amended January 1, 1996, and requires an employee contribution of 2.5 percent of payroll. The Facility's contribution requirement is actuarially determined and is equal to amortize the unfunded actuarial accrued liability over 10 years. The Facility has not been required to contribute to the plan for the plan years ended December 31, 2006,

From: Gerard Cyrocki
To: Susanne Schweizer
Date: 11/26/2007 4:45:36 PM
Subject: 2007 budget adjustment

Sue

attached is another budget adjustment to reflect actual admin reimbursement from RRF for 2007 (using the 2005 cost allocation plan). When the 2007 budget was prepared we estimated using the 2004 cost plan amount, \$74,537 vs \$98,149.

GC

CC: Janet Rochefort; Karen Coffman; Randy Treacher

COUNTY OF JACKSON BUDGET ADJUSTMENTS

[illegible][illegible]

DEPT HEAD _____

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR

DATE _____

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BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON BUDGET ADJUSTMENTS

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BOARD OF COMM DATE

County Affairs
Motions

December 11, 2007

1. Motion: Approve Resolution (12-07.48) to Expand the Road Commission from Three to Five Members

JACKSON COUNTY BOARD OF COMMISSIONERS

**RESOLUTION (12-07.48)
TO EXPAND THE ROAD COMMISSION
FROM THREE TO FIVE MEMBERS**

WHEREAS, the Jackson County Board of Road Commissioners currently consists of three Road Commissioners, and

WHEREAS, the State recently passed legislation that allows up to five members for Board of Road Commissioners, and

WHEREAS, the Jackson County Board of Commissioners State desires to increase the number of members on the Road Commission from three to five.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby expands the Jackson County Road Commission to five members.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
December 11, 2007

Commissioner Board Appointments – December 2007

| <u>BOARD</u> | <u>NEW TERM EXPIRES</u> | <u>CURRENT MEMBER</u> | <u>APPLICANTS</u> | <u>COMMITTEE RECOMMENDED APPOINTMENTS</u> |
|-----------------------------------|---------------------------------|-----------------------|---|---|
| <u>Airport</u> | | | | |
| 1) One public member | 12/2009 | Tom Davis | Tom Davis John Eiler Thomas Grace Russ Youngdahl Hugh Keyes | John Eiler |
| <u>District Library</u> | | | | |
| 1) One public member | 12/2011 | George Sewell | George Sewell Russ Youngdahl Hugh Keyes | George Sewell |
| <u>Fair</u> | | | | |
| 1) One public member | 12/2010 | Tom Finco | Tom Finco Nyan Klavon Michelle Kerstetter | Tom Finco |
| <u>Hospital Finance Authority</u> | | | | |
| 1) One public member | 12/2008 | Michael Stimpson | | |
| 2) One public member | 12/2008 | Diane King | Diane King | Diane King |
| 3) One public member | 12/2008 | Jason Sanders | | |
| 4) Administrator/Controller | 12/2008 | Randy Treacher | Randy Treacher | Randy Treacher |

| <u>BOARD</u> | <u>NEW TERM EXPIRES</u> | <u>CURRENT MEMBER</u> | <u>APPLICANTS</u> | <u>COMMITTEE RECOMMENDED APPOINTMENTS</u> |
|---|---------------------------------|-----------------------|--|---|
| <u>Parks</u> | | | | |
| 1) One public member | 12/2010 | Janet Berkemeier | Janet Berkemeier | Janet Berkemeier |
| 2) One public member | 12/2010 | Nancy Seydell | Nancy Seydell Judy Reynolds Charles Wilson Russ Youngdahl | Judy Reynolds |
| <u>Region II Planning Commission</u> | | | | |
| 1) One public member | 12/2010 | Allan Hooper | Allan Hooper Russ Youngdahl | Russ Youngdahl |
| 2) Administrator/Controller | 12/2010 | Randy Treacher | Randy Treacher | Randy Treacher |
| <u>Traffic Safety Commission</u> | | | | |
| 1) One public member | 12/2009 | Paul Garcia | Paul Garcia | Paul Garcia |
| <u>Department on Aging Advisory Council</u> | | | | |
| 1) One public member | 12/2009 | Joe Evans | Joe Evans | Joe Evans |
| 2) One public member | 12/2009 | Diana Liechty | Diana Liechty | Diana Liechty |
| 3) One public member | 12/2009 | Troy Ganton | Troy Ganton | Troy Ganton |
| 4) One public member | 12/2009 | Gerald Robinson | Gerald Robinson | Gerald Robinson |
| 5) One public member | 12/2009 | Robert Tavalisky | Hugh Keyes | Hugh Keyes |
| 6) One public member | 12/2009 | Peggy Younglove | Peggy Younglove | Peggy Younglove |
| 7) One public member | 12/2009 | Arlene Shepherd | Arlene Shepherd Robert Tavalisky | Robert Tavalisky |

| <u>BOARD</u> | <u>NEW TERM EXPIRES</u> | <u>CURRENT MEMBER</u> | <u>APPLICANTS</u> | <u>COMMITTEE RECOMMENDED APPOINTMENTS</u> |
|------------------------|---------------------------------|-----------------------|---|---|
| <u>Road Commission</u> | | | | |
| 1) One member | 12/2010 | Elwin Johnson | Mike Stimpson* Ron Meador John Steele | Ron Meador |
| 2) One Member** | 12/2009 | New position | John Hurd* Jim Griffis Richard Kalsow | John Hurd |
| 3) One Member** | 12/2011 | New position | Mike Rand* Dave Piper Bob Luedecking | Dave Piper |

- - - - -

*Recommended appointee from Road Commission Ad Hoc Committee

**Appointment is pending the adoption of Resolution (12-06.48) by the Board of Commissioners

Mid-South Substance Abuse Commission

| | | | | |
|------------------------|---------|------------|------------|------------|
| 1) Commissioner member | 12/2009 | Cliff Herl | Cliff Herl | Cliff Herl |
|------------------------|---------|------------|------------|------------|

JACKSON COUNTY BOARD OF COMMISSIONERS

Resolution (12-07.50) Asking the Governor and Legislature to Stop the State Police Headquarters Plan for Lansing, Michigan, known as the “Triangle Project” and Proposing Passage of Legislation to Stop the Plan

Whereas Michigan’s State Budget continues to suffer, with revenue far short of fully funding current state operations, and

Whereas recent tax increases enacted will not keep pace with current spending trends in the coming years, and

Whereas there are plans for a new Michigan State Police Headquarters for downtown Lansing, to be built and owned by a private developer and then leased back to the State of Michigan for yearly fees totaling approximately \$4,300,000.00 per year, inclusive of fees, for a total of \$116,000,000.00 over twenty-five years, and

Whereas the Michigan State Police currently lease buildings on the Michigan State University Campus for \$1 per year for twenty-three more years, and

Whereas the new planned headquarters is lacking in adequate parking, warehousing facilities, sufficient space for the emergency operations center, and is located partially in a flood plain, and

Whereas the Michigan State Police have not asked for a new headquarters, nor has Michigan State University asked to break the \$1 per year lease, and

Whereas moving forward with this plan is not in Michigan’s best interest and would be fiscally irresponsible, to the point where bi-partisan legislation has been introduced in each chamber of the Michigan Legislature to stop this plan, being House Bill 5378 and Senate Bill 863, and

Whereas said lease contains a clause which allows that if the State does not appropriate funding for said lease, then the State is allowed out of the lease, without further obligation, which is the intent of the proposed legislation that is pending.

Now, Therefore, Be It Resolved that the Jackson County Board of Commissioners hereby calls upon the Legislature and the Governor to take such action as necessary to stop the new State Police Headquarters plan known as the “Triangle Project”, including passage of the noted proposed legislation.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
December 11, 2007



MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN

**RESOLUTION (12-07.51) MERS REVISED UNIFORM
DEFINED CONTRIBUTION PROGRAM**

WHEREAS, the MERS Plan Document of 1996, effective October 1, 1996, authorized a defined contribution option (Section 19A, Benefit Program DC) as a new benefit program that a participating municipality or court may adopt for MERS members to be administered under the discretion of the Municipal Employees' Retirement Board as trustee and fiduciary, directly by (or through a combination of) MERS or MERS' duly-appointed third-party administrator.

WHEREAS, as a new provision, Section 19A, along with the remainder of the Plan, received from the Internal Revenue Service a Letter of Favorable Determination (dated July 8, 1997, with most current Letter dated June 15, 2005) that the Plan is a qualified Plan under Section 401(a) of the Internal Revenue Code, and an exempt trust under Section 501(a).

WHEREAS, on May 5, 1997, the Municipal Employees' Retirement Board entered into an Alliance Agreement with ICMA-RC (the International City Management Association Retirement Corporation) as third-party administrator for the defined contribution plans under Plan Document Section 19A, and an Amended and Restated Alliance Agreement was entered into by the Board on November 14, 2001, following due diligence search and review.

WHEREAS, on December 1, 2006, MERS and ICMA-RC entered into an Amended and Restated Alliance Agreement (the "2006 Alliance Agreement") (Attachment 1) for third-party administrator services. Participating employees of MERS' municipalities and courts adopting Benefit Program DC receive enhanced services and favorable decreased participant fees under the 2006 Alliance Agreement. Additionally, such services and fees shall also be available where the participating municipality or court adopting Benefit Program DC has in effect (or subsequently establishes) an IRC section 457 deferred compensation plan or section 401(k) plan. Approval of this Revised Uniform Resolution by each MERS participating municipality and court which adopts or has adopted MERS Benefit Program DC is necessary and required in order that the benefits available under the 2006 Alliance Agreement may be extended to covered participants.

WHEREAS, this Revised Uniform Resolution has been approved by the Board under the authority of 1996 PA 220, Section 36(2)(a), MCL 38.1536(2)(a), declaring that the Retirement Board "shall determine . . . and establish" all provisions of the retirement system. Under this authority, the Board authorized Section 19A, the Defined Contribution Benefit Program, which shall not be implemented unless in strict compliance with the terms and conditions of this Revised Resolution.

- It is expressly agreed and understood as an integral and nonseverable part of this Revised Resolution that Section 43B of the Plan Document shall not apply to this Revised Uniform Resolution and its administration or interpretation.
- In the event any alteration of the terms or conditions stated in this Revised Uniform Resolution is made or occurs, under Section 43B or other plan provision or other law, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have no obligation or duty: to administer (or to have administered) the Defined Contribution Benefit Program; to authorize the transfer of any defined benefit assets to the Defined Contribution

Benefit Program; or to continue administration by the third-party administrator or by MERS directly.

WHEREAS, concurrent with this Revised Resolution, and as a continuing obligation, this governing body has completed and approved, and submitted to MERS documents necessary for adoption and implementation of the MERS Benefit Program DC. This obligation applies to any documents deemed necessary to the operation of the defined contribution program by MERS' third-party administrator.

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts (or readopts) MERS Benefit Program Defined Contribution as provided below.

I. NEW EMPLOYEES

Effective January 1, 2008 (to be known as the **ADOPTION DATE**), the County of Jackson hereby adopts Benefit Program DC for Elected Officials, Non-Union, AFSCME, the District Court Agents Association, the Assistant Prosecutor's Association, the Attorney Referee/Magistrate's Association **first hired or rehired or transferred to the division at any time on and after the Adoption Date**, and optional participation for any employee or officer of this municipality otherwise eligible to participate in MERS under Section 2B(3)(a) of the Plan Document who has previously elected to not participate in MERS. **ONLY THOSE EMPLOYEES ELIGIBLE FOR MERS MEMBERSHIP (SECTIONS 2B(3) AND 3 OF THE PLAN DOCUMENT) SHALL BE ELIGIBLE TO PARTICIPATE.**

- (A) **CONTRIBUTIONS** shall be as allowed and specified in the MERS Defined Contribution Program Adoption Agreement (Attachment 2, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution) **subject to the provisions of the Plan Document. A member is immediately vested 100% in any employee contributions (Section 19A(3)), and is vested in employer contributions under the employer vesting schedule (Section 19A(4)).**
- (B) **EARNINGS** under the Adoption Agreement shall include items of "Compensation" under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the member's W-2 statement.
- (C) **VESTING** shall be as allowed and specified under:
 - (1) Plan Section 19A(4); and
 - (2) the Adoption Agreement.

II. IMPLEMENTATION DIRECTIONS FOR MERS BENEFIT PROGRAM DC THIRD-PARTY ADMINISTRATOR

- (A) The governing body of this MERS participating municipality or court as Employer desires that MERS Benefit Program DC be administered by MERS' duly-designated third-party administrator and that some or all of the funds held under such plan be invested in the TPA's retirement trust established for the collective investment of funds held under the Employer's

retirement, defined contribution, and deferred compensation plans.

- (B) The Employer hereby establishes MERS Benefit Program Defined Contribution as authorized by Section 19A of the Municipal Employees' Retirement System of Michigan Plan Document, in the form of the third-party administrator's IRS-qualified retirement trust.
- (C) The Declaration of Trust of the Vantage Trust (Attachment 2, Appendix A, adopted and executed concurrent with and incorporated by reference in this Resolution) is operative and applies with respect to any MERS Benefit Program DC plan, retirement or deferred compensation plan previously or subsequently established by the Employer, if the assets are to be invested in the Vantage Trust.
- (D) Randall W. Treacher, Acting Administrator/Controller, 120 W. Michigan Avenue, Jackson, Michigan, 49201, 517-768-6624, rtreache@co.jackson.mi.us, shall be the Employer's MERS Benefit Program Defined Contribution Plan coordinator; shall receive necessary reports, notices, etc., from the third-party administrator or its retirement trust; shall cast, on behalf of the Employer, any required votes under the retirement trust; may delegate any administrative duties relating to the defined contribution plan to appropriate departments.
- (E) The Municipal Employees' Retirement Board retains full and unrestricted authority over the administration of MERS Benefit Program Defined Contribution, including but not limited to the appointment and termination of the third-party administrator, or MERS' self-administration of the defined contribution program in whole or in part.

III. EFFECTIVENESS OF THIS REVISED RESOLUTION

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under Plan Document Section 19A, the 2006 Alliance Agreement, the Adoption Agreement, and this Resolution have been met. All dates for implementation of Benefit Program DC under Section 19A shall be determined by MERS from the date of filing with MERS of this Revised Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer's defined contribution plan coordinator identified in Section III (D) above.

In the event an amendatory Resolution or other action by the municipality is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and the third-party administrator if necessary). Section 54 of the Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Revised Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on _____, 20

(Signature of authorized official)

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20

(Authorized MESS signatory)