

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
Carl Rice, Jr., District 3
Philip S. Duckham III, District 4
Julie Alexander, 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

Adam Brown, Interim Administrator/Controller
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
Pamela Lavers, Human Resources 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 **February 15, 2011**

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. Policy
 - B. County Affairs & 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: Policy, County Affairs & 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
February 15, 2011
7:00 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 Carl Rice, Jr.*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman 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**

7:10 p.m.
Roll Call

A. Proposed Revisions to Animal Control and Protection Ordinance

Attachments:

- *Memo from Administrator/Controller regarding Animal Control and Protection Ordinance
- *Proposed Revisions to Animal Control and Protection Ordinance
- *Attorney Opinion
- *Public Notice

9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 1/3/11 Organizational and 1/18/11 Regular Meetings of the Jackson County Board of Commissioners

Attachments:

- *1/3/11 Organizational Meeting Minutes
- *1/18/11 Regular Meeting Minutes

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

A. **County Policy** – None.

B. **County Affairs & Agencies**

1. **Circuit Court – Felony Defendant Contracts – Category 1**

Attachments:

*Memo from Interim Administrator/Controller

*Contracts – Raduazo, Engle, Jacobs, Gaeke, Lyons, Fabian

2. **Parks – Approval of Designation of Capital Improvement Funds in the Amount of \$100,000 for Swains Lake Campground Shower/Restroom Facility**

Attachments:

*Memo from Parks Director

C. **Human Services**

3. **Local Health Department Grant Contract between the Michigan Department of Natural Resources and Environment (DNRE) and Jackson County Health Department**

Attachments:

*DNRE Grant Contract

D. **Personnel & Finance**

4. **Sheriff Patrol Vehicle Purchases**

Attachments:

*Memo from Director of Fleet/Facilities Operations

*Memo from Sheriff's Office regarding Patrol Vehicle Purchase

5. **Carryover Requests – District Court, Circuit Court, Parks, IT**

Attachments:

*Memo from 12th District Court

*Memo from Circuit Court Administrator

*Parks Carryover Report

*Memo from IT Director

6. Health Department Request for Two Part-Time Social Workers (MIHP)

Attachments:

*Health Department Memo Requesting Two Part-Time Social Workers (MIHP)

*MIHP Budget Chart

7. Revised Pension System By-Laws 2011-1

Attachments:

*Revised Pension System By-Laws 2011-1

8. Confirmation of Audit Firm of Rehmann Robson for the Road Commission for the Period 2010-2013

Attachments:

*Letter from Jackson County Road Commission dated 1/19/11

9. Resolution (02-11.6) Authorizing the Jackson County Board of Commissioners to Approve Addendum to Lease No. 11221-2006 Between the County of Jackson, Michigan, and the State of Michigan (Department of Corrections)

Attachments:

*Memo from Director of Fleet/Facilities Operations

*Lease Addendum

*Resolution (02-11.6)

*Memo from Interim Administrator/Controller

10. Budget Adjustments

a. Health Department

b. Treasurer's Office

Attachments:

*FY 10/11 Budget Adjustment Summary

*Budget Adjustment Narrative

*Treasurer's Office Budget Adjustment

11. Claims dated 1/1/11 – 1/31/11

Attachments: None.

13. **STANDING COMMITTEES**

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

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

1. **Appointments**

a. **Brownfield Redevelopment Authority**

- Three public members, terms to 3/2014

Attachments:

*Commissioner Board Appointments

*Letter from Brownfield Redevelopment Authority Staff

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

D. **Personnel and Finance – Commissioner Jim Videto**

1. **Administrator/Controller Search**

Attachments:

*Memo from Interim Administrator/Controller

*Agreement for Executive Search Services

14. **UNFINISHED BUSINESS** – None.

15. **PUBLIC COMMENTS**

16. **NEW BUSINESS**

1. **Board Retreat – Session 3**

Attachments: None.

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Policy Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim Administrator/Controller

SUBJECT: Policies – Animal Control & Protection Ordinance

DATE: January 4, 2011

Motion Requested

Approve the attached revisions to the Animal Control and Protection Ordinance as recommended by the County Sheriff and as edited by County Counsel.

I. Background

- A. The County Sheriff, Dan Heyns, has requested revisions to the Animal Control and Protection Ordinance in an effort to strengthen legislative controls as they relate to the protection of citizens from dangerous animals.

II. Current Situation

- A. I have asked for a review by county counsel of the proposed changes. Our attorney had no issues with the material changes to the ordinance, but did recommend changes to clarify the relationship and management structure between the County Sheriff and County Administration.

III. Analysis

- A. **Strategic** – The proposed revisions strengthen the county's strategic vision to maintain a safe community.
- B. **Financial** – There is no financial impact to the recommended changes.
- C. **Legal/Timing** – The Animal Control and Protection Ordinance is within the powers granted to statutory counties. Revisions to this ordinance must be approved by the full Board of County Commissioners.

IV. Recommendation

The County Administrator/Controller recommends that the (Policy Committee and Board of County Commissioners) approve attached revisions to the Animal Control and Protection Ordinance as recommended by the County Sheriff and as edited by County Counsel.

Attachments:

- Revised Animal Control & Protection Ordinance
- Attorney Comments

**ANIMAL CONTROL AND PROTECTION ORDINANCE
COUNTY OF JACKSON, MICHIGAN
ORDINANCE NO. 1**

ARTICLE 1

PURPOSE

The Board of Commissioners of the County of Jackson recognizes that Act 339 of the Public Acts of 1919, as amended, being sections 287.261-287.290 of the Michigan Compiled Laws of 1948 (MSA Sections 12.511-12.541), Act 426 of the Public Acts of 1988, being Sections 287.321-287.323 of the Michigan Compiled Laws as amended, of 1948 (MSA section 12.545(21)-12.545 (23)), and Act 368 of the Public Acts of 1978, being Section 333.1101-333.25211 of the Michigan Compiled Laws of 1948, and Act 207 of the Public Acts of 1970, as amended, being 287.291 of the Michigan Compiled Laws (MSA 12.543 (11)), constitute State Law for the regulation for dogs. The Board of Commissioners furthermore recognizes that animals require legal protection, that the property rights of owners and non-owners of animals need to be protected, and that the health, safety and welfare of the people in Jackson County will best be served by adoption of "The Animal Control and Protection Ordinance."

ARTICLE 2

DEFINITIONS

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|---------------------------|--|
| "Adequate Care" | means the provision of sufficient food, water, shelter, and medical attention to maintain an animal in a state of good health. |
| "Agent in Control" | means that person (s) having temporary custody and/or responsibility of said animal. |
| "Aggressive" | means hostile, injurious or destructive behavior. |
| "Animal" | means any vertebrate other than human beings. |
| "Animal Control" | means <u>those persons under the supervision of the Sheriff assigned to enforce the provisions of this ordinance.</u> e-Jackson County Animal Law Enforcement Division and Animal Shelter operations. |
| "Animal at Large" | means the unrestrained wandering or roaming of any animal on a public walkway, roadway, highway or on property not owned or leased by its owner. Also includes animals on their owner's property not under direct control or sight of the owner. |

"Animal ~~Control Shelter~~ Manager or Manager" means the person, under the general supervision of the County Administrator/Controller, who oversees the daily operation of the Animal Shelter. He/she is responsible for preparing and monitoring the departmental budget and ensuring compliance with appropriate legislation, supervises the work of employees at the Animal Shelter ~~and Animal Control Officers,~~ and assists in any classification as necessary.

"Animal Control Officer" means the person under the supervision of the County ~~Sheriff Administrator/Controller, and the immediate supervision of the Animal Control Manager,~~ who shall enforce this Ordinance and the Laws of the State regarding domestic animal control, dangerous domestic animals, and protection of the people and domestic animals of Jackson County.

"Approved Vaccine" means a veterinary biological that is administered to an animal to induce immunity in the recipient and that is licensed by the United States Department of Agriculture and approved by the State Veterinarian for use in this state pursuant to the Animal Industry Act of 1987, Act No. 466 for the Public Acts of 1988, being Sections 287.701 to 287.747 of the Michigan Compiled Laws.

"Attack" means the intent to cause injury or otherwise forcefully endanger the safety of people or other animals.

"Board of Commissioners" means the Jackson County Board of Commissioners.

"Cat" means an animal of any age of the species *Felis Catus*.

"County" means County of Jackson, State of Michigan.

"Dangerous" means able or likely to inflict injury.

"Day" means any day the Jackson County government offices are scheduled to conduct business. It shall not include any Saturday, Sunday or holiday designated by the Board of Commissioners.

"Direct Control" means a situation in which a person, whether by voice command, or physical tether, can immediately affect or alter the actions of an animal so as to ensure that the animal does not trespass or otherwise violate this Ordinance.

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| "Dog" | means an animal of any age solely of the species <i>Canis Familiaris</i> or <i>Canis Lupus Familiaris</i> . |
| "Domestic Animals" | means those animals that have traditionally, through a long association with humans, lived in a state of dependence upon humans or under the dominion and control of humans and which have been kept as tame pets, raised as livestock, or used for commercial breeding purposes. |
| "Euthanasia" | means the humane destruction of an animal accomplished by a method not prohibited by law that produces rapid unconsciousness and subsequent death without evidence of pain or distress, or a method that utilizes anesthesia produced by an approved agent that causes painless loss of consciousness and subsequent death. |
| "Exhibition of Fighting" | means a public or private display of combat between two or more animals in which the fighting, killing, maiming or injury of animals is a significant feature. It does not include demonstrations of the hunting or tracking skill of an animal or their lawful use for hunting, tracking, or self-protection. |
| "Farm" | means the land, plants, animals, buildings, structures, including ponds used for agricultural or aquacultural activities, machinery, equipment and other appurtenances used in the commercial production of farm products. |
| "Farm Dog" | means a dog or dogs owned and used for aiding a person engaged in a farm operation which remains on the property used for the farm operation. |
| "Farm Operation" | means the operation and management of a farm or a condition or activity that occurs at any time as necessary on a farm in connection with the commercial production, harvesting, and storage of farm products. |
| "Farm Product" | means those plants and animals useful to human beings. Produced by agriculture and includes, but is not limited to, forages and sod crops, grains and feed crops, field crops, dairy and dairy products, poultry and poultry products, cervidae, livestock, |

including breeding and grazing, equine, fish, and other aquacultural products, bees and bee products, berries, herbs, fruits, vegetables, flowers, seeds, grasses, nursery stock, trees and tree products, mushrooms, and other similar products, or any other product which incorporates the use of food, feed, fiber, or fur, as determined by the Michigan Commission of Agriculture.

“Groom”

means to clean or care for.

"Harbor"

means to feed or shelter an animal (s) for three (3) or more consecutive calendar days.

"Hunting"

means allowing a dog to range freely within sight or sound of its owner while in the course of hunting legal game.

"Kennel"

means any facility, except a duly licensed pet shop, where three (3) or more dogs are kept for breeding, sale, sporting, boarding or training purposes, for remuneration.

“Large Carnivore”

means either of the following:

(i) Any of the following cats of the Felidae family, whether wild or captive bred, including a hybrid cross with such a cat:

- (1) A lion.
- (2) A leopard, including, but not limited to, a snow leopard or clouded leopard.
- (3) A jaguar.
- (4) A tiger.
- (5) A cougar.
- (6) A panther.
- (7) A cheetah.

(ii) A bear of a species that is native or nonnative to this state, whether wild or captive bred.

"Law Enforcement Officer" means any person employed or elected by the people of the State, or by any municipality, county, or township, whose duty it is to preserve peace or to make arrests or to enforce the law, and includes conservation officers and State Police.

"Livestock"

means horses, stallions, colts, geldings, mares, sheep, rams, lambs, bulls, bullocks, steers, heifers, cows, calves, mules, jacks,

jennets, burros, goats, kids and swine, and fur-bearing animals being raised in captivity.

"Mutilate"

means to destroy or disfigure a body part.

"Muzzle"

means a device that when fitted upon an animal prevents it from biting any person or animal and which is made in a manner that will not cause injury to the animal or interfere with its vision or respiration.

"Neglect"

means to fail to sufficiently and properly care for an animal to the extent that the animal's health is jeopardized.

"Official Interstate Health Certificate" or "Official Interstate Certificate of Veterinary Inspection"

means a printed form that records the information required by State Law and is issued within thirty (30) days before importation of the animal it describes.

"Owner"

means a person having a right of property ownership in an animal, who keeps or harbors the animal or has the animal in his or her care or custody, or who permits the animal to remain on or about any premises occupied by the person. An owner does not mean a person who harbors an animal in the course of conducting a boarding, grooming, or training business, or a veterinary hospital, or a person who harbors an animal in violation of Act 309 of the Public Acts of 1939, being sections 287.301 to 287.308 of the Michigan Compiled Laws.

"Owner's Agent"

means an individual authorized in writing by the owner or lessee of an animal to intervene on behalf of the owner or lessee to protect the animal, except in cases where the animal is in imminent danger of harm, in which case no written authorization is required.

"Person"

means an adult individual, partnership, corporation, cooperative, association, joint venture, or other legal entity.

"Pet"

means any animal kept for pleasure rather than utility.

"Poultry"

means all domestic fowl, ornamental birds, and game birds possessed or being reared under authority of a breeder's license pursuant to Part 427 Breeders and Dealers of the Natural

Resources and Environmental Protection Act, being Act No. 451 of the Public Acts of 1994, being Sections 324.42701 to 324.42714 of the Michigan Compiled Laws.

"Provoke"

means to perform a willful act or omission that an ordinary and reasonable person would conclude is likely to precipitate the bite or attack of an ordinary dog or animal.

"Quarantine"

means a state of enforced isolation. To detain in or exclude by quarantine, to isolate from normal relations or communication. An animal that has bitten or scratched, shall be kept in the owners home or a secure structure that would not allow any other person or animal to come in contact with, except family members. Animals may be quarantined at a veterinarians office or the Animal Shelter.

"Rabies Suspect Animal" means any animal, which has been determined by the Michigan Department of Community Health to be a potential rabies carrier and which has bitten or scratched a human, or any animal which has been in contact with or bitten by another animal which is a potential rabies carrier, or any animal which shows symptoms of rabies.

"Sanitary Conditions"

means space free from health hazards including excessive animal waste, overcrowding of animals, or other conditions that endanger the animal's health. This does not include a condition resulting from a customary and reasonable practice pursuant to farming and animal husbandry.

"Secure Structure"

means a four (4) sided structure with an enclosed top constructed of the same material as the sides. The sides must be at least six (6) feet high, with a concrete or buried fence floor. The door must be locked at all times.

"Serious Injury"

means permanent, serious disfigurement, serious impairment of health, or serious impairment of a bodily function of a person.

"Service Dog"

means any dog which is trained or being trained to aid a person who is blind, deaf or audibly impaired, or otherwise MCL 287.291; MSA 12.543 (11) (1970 PA 207).

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| "Shelter" | means adequate protection from the elements, suitable for the age and species of the animal to maintain the animal in a state of good health, including structures or natural features such as trees and topography. Shelter is not required for livestock if there is a natural wind break such as a grove of trees. |
| | <p>(1) Dogs shall have a waterproof four (4) sided structure, of appropriate size with a roof and floor.</p> <p>(2) Livestock shall have a sound, three (3) sided, roofed structure of appropriate size or wind break providing equivalent protection.</p> |
| <u>"Sheriff"</u> | <u>The Jackson County Sheriff or his/her designee.</u> |
| "State" | means the State of Michigan. |
| "State of Good Health" | means free from disease and illness, and in a condition of proper body weight and temperature for the age and species of the animal, unless the animal is undergoing appropriate treatment. |
| "Sterilized" | means an animal which has, by virtue of a surgically performed castration or ovariectomy or other recognized veterinary procedure, been rendered incapable of sexual reproduction. |
| "Threaten" | means to give sign or warning of danger. |
| "Torment" | means to cause, by an act or omission, unjustifiable pain, suffering, or distress to an animal, or cause mental and emotional anguish in the animal as evidenced by its altered behavior for a purpose such as sadistic pleasure, coercion, or punishment that an ordinary and/or reasonable person would conclude is likely to precipitate a bite or attack. |
| "Torture" | means to cause either severe physical or mental suffering. |
| "Treasurer" | means the Treasurer of the County of Jackson. |
| "Veterinarian" | means a person licensed to practice veterinary medicine as required in or under the Public Health Code, Act No. 368 of the Public Acts of 1978, being 333.18811 of the Michigan Compiled Laws, such other applicable State or Federal Law. |
| "Vicious" | means dangerously aggressive. |

"Water"

means sufficient drinkable water that is suitable for the age and species of the animal and made regularly available unless otherwise directed by a licensed veterinarian.

"Wolf"

means an animal of the species *Canis Rufus* or *Canis Lupus*, but does not include an animal of the species *Canis Lupus Familiaris*.

"Wolf-Dog Cross"

means a canid resulting from the breeding of any of the following:

- (1) A wolf with a dog.
- (2) A wolf-dog cross with a wolf.
- (3) A wolf-dog cross with a dog.
- (4) A wolf-dog cross with a wolf-dog cross.

ARTICLE 3

**ANIMAL CONTROL OFFICERS DUTIES,
AUTHORITY AND RESPONSIBILITIES**

Section 3.1

The Jackson County Board of Commissioners shall employ an Animal ~~Control~~Shelter Manager who shall ~~direct work with~~ Animal Control as necessary, and in accordance with County budgetary and personnel policies.

Section 3.2

It shall be the responsibility of the ~~Sheriff,~~ Animal ~~Control~~Shelter Manager and/or Animal Control Officers to enforce the provisions of this Ordinance.

Section 3.3

The ~~Sheriff,~~ Animal ~~Control~~Shelter Manager and Animal Control Officers shall enforce this Ordinance and State Statutes as amended pertaining to control, regulation, and protection of dogs and other animals, including, but not limited to issuance of tickets, citations, or summonses to persons in violation of this Ordinance and/or State Statutes, and may make a complaint to the appropriate judicial or administrative authorities.

Section 3.4

~~The Sheriff,~~ Animal ~~Control~~Shelter Manager and Animal Control Officers shall wear satisfactory identification and carry a picture identification card when enforcing this Ordinance and State Laws.

Section 3.5

Animal Control Officers shall act reasonably and with the exercise of judgment in the enforcement of the State Law and County

Ordinance in reference to animals. The duties of the Sheriff, ~~Animal Control Shelter Manager~~ and Animal Control Officers, in addition to those stated elsewhere in this Ordinance and State Statutes, shall include the following:

- 1) Take up and place in the County Animal Shelter all dogs or other animals, ~~livestock or poultry~~ found running at large or being kept or harbored any place within the County contrary to the provisions of this Ordinance or the Statutes of the State. In the event the County Animal Shelter's facilities are inadequate for holding the type of animals seized, such as livestock and poultry, pursuant to this Ordinance and State Law, such animals shall be placed in such alternative facilities as authorized by the Board of Commissioners and permitted by the Statutes of the State.
- 2) Seize and impound, or require its owner to quarantine, all domestic animals which are rabies suspects, for examination for disease in accordance with Article 8 of this Ordinance and/or the Statutes of the State.
- 3) In accordance with the provisions of this Ordinance, to enter upon private premises except a building designated for and used for residential purpose, for the purpose of inspecting same to determine the harboring, keeping or possessing of any dog (s) or other animal (s) and whether the owners of said animals have complied with the appropriate provisions of this Ordinance and the Statutes of the State. To either seize and take with him any animals or allow sufficient time to permit the vaccination and licensing of dogs for whom no license had been procured in accordance with this Ordinance and the Statutes of the State or for any other violation hereof. The provisions of this subsection shall specifically include, but not be limited to, investigation of or seizure for cruelty to animals.

- 4) Investigate complaints of dogs or other animals alleged to be dangerous to persons or property and take such actions as authorized by State Statutes or County Ordinance, including seizing, taking up, and impounding such animals.
- 5) Investigate complaints of cruelty to dogs or other animals, livestock or poultry and to take such actions as authorized by State Statutes or County Ordinance, including, seizing, taking up and impounding any dog or other animal, livestock or poultry which has been subject to such cruelty.
- 6) If authorized by the Treasurer, carry a book of receipts properly numbered in sequence for accounting purposes, for the issuing of dog licenses as provided in this Ordinance and shall issue such dog licenses in accordance herewith. The Animal ~~Control~~Shelter Manager and Animal Control Officers, if authorized by the Treasurer, shall also perform, in conjunction with the Treasurer, such other duties assigned to the Treasurer by this Ordinance and the Statutes of the State regarding issuance, transfer and replacement of dog and kennel licenses and tags. While authorized by the Treasurer to perform such duties, the Animal ~~Control~~Shelter Manager and Animal Control Officers shall ensure that the original of all records evidencing the performance of such duties are turned over to the Treasurer not less than monthly with copies of said records retained at the office of the County Animal Shelter. All fees and monies collected by the Animal ~~Control~~Shelter Manager and Animal Control Officers as herein provided, shall be accounted for and turned over to the Treasurer on or before the first of each and every month, or more often, if reasonably necessary under the standard practices of the Treasurer's accounting system.
- 7) Perform such other duties relating to the enforcement of this Ordinance and State Statutes as the Board of

Commissioners may, from time to time, assign to the Sheriff, Animal ~~Control~~ Shelter Manager and Officers.

ARTICLE 4

SHELTER OPERATION, IMPOUNDMENT, RELEASE AND DISPOSAL

Section 4.1 The Animal ~~Control~~ Shelter Manager shall operate and maintain an adequate facility as a shelter to receive, care for and safely confine any animal in the Animal Control Officer's custody under provisions of this Ordinance. The Animal Shelter shall be accessible to the public during the days and hours in which County Offices are open and/or such other hours as may be authorized by the Board of Commissioners.

Section 4.2 An Animal Control Officer may impound and hold at the shelter any animal when it is the subject of a violation of this Ordinance, or State Laws, when it requires protective custody and care because of mistreatment or neglect by its owner, when it is voluntarily donated by its owner for disposition or when otherwise ordered impounded by a court.

Section 4.3 An animal shall be considered impounded from the time an Animal Control Officer takes physical custody of the animal.

Section 4.4 Impoundment is subject to the following holding periods and notice requirements:

- 1) An animal ~~having a collar, license, or other evidence of ownership or~~ whose ownership is ~~otherwise~~ known by Animal Control or the Animal Shelter shall be held for a minimum of seven (7) days after the date of mailing ~~of a~~ notice to the owner regarding the of impoundment of the animal. Notice of impoundment shall be sent to the owner by certified mail within forty-eight (48) hours from the time of impoundment. This notice shall advise the owner of the impoundment, the date by which redemption must be made and that there will be fees payable prior to release. The Animal ~~Control~~ Shelter Manager shall maintain a record on

each identifiable animal acquired indicating a basic description of the animal, the date it was acquired and under what circumstances. The record shall also indicate the date the notice of impoundment was sent to the owner of the animal and subsequent disposition of the animal.

- 2) An animal whose ownership is not determinable shall be held a minimum of four (4) days after its impoundment, ~~unless it is deemed dangerous at which point it may be disposed of immediately or as soon as is practical.~~
- 3) Animals held for periods prescribed under this section and not redeemed by their owner shall be subject to disposition.

Section 4.5

Disposition of animals shall be made as follows:

- 1) Any animal impounded shall be released to its owner or the owner's authorized agent (with written permission) if redeemed within the period set forth in this section, upon payment of fees for impoundment and care including actual cost of veterinary care incurred while held in the Animal Shelter provided the owner is in compliance with provisions of this Ordinance and State Statutes, including licensing and vaccination requirements; or
- 2) Any animal held for the prescribed period and not redeemed by its owner, and which is neither a potentially dangerous animal nor in a dangerous condition of health, may be released for adoption subject to Section 4.6; or
- 3) Any animal held for the periods prescribed under this section without redemption or adoption may be disposed of by euthanasia, except that livestock and poultry may be sold in accordance with State Statutes; or
- 4) Provisions of this section regarding holding periods do not apply to any animal which is sick or injured to the extent that the holding period would cause the animal undue suffering in the judgment of the Animal ~~Control~~Shelter Manager or Officer, or to any animal voluntarily delivered to

the Animal Shelter by the owner thereof requesting humane destruction. Such animals may be disposed of by euthanasia at any time; or

- 5) Animals shall be disposed of in accordance with Animal Shelter policies except that live animals may not be sold for research. Live animals may be provided for the purpose of blood donation so long as they are not used for research.

Section 4.6

A dog or cat may be released for adoption subject to the following conditions:

- 1) The dog or cat has not been recovered by its owner and the required holding period has expired or the owner of the dog or cat has signed its ownership rights over to Animal Control.
- 2) The adoptive owner shall pay the applicable adoption fee and sign the purchase agreement authorizing the spay/neuter surgery.;
- 3) In the case of a dog or cat that, based on the veterinarian's opinion, cannot have spay/neuter surgery, which is capable of sexual reproduction, the adoptive owner shall pay a surgical prepayment deposit which shall be refundable upon furnishing written certification by a licensed veterinarian that the animal has been sterilized by spaying or _____neutering;
- 4) The adoptive owner shall sign a written agreement to sterilize an adopted dog or cat within thirty (30) days of adoption or upon the animal's attaining six (6) months of age, whichever event occurs last. Failure to comply with the agreement shall result in a forfeiture of the amount deposited under paragraph ~~two (2)~~ three (3) of this section, and the Animal Shelter Manager may require return of the adopted dog or cat to the Animal Shelter.

Section 4.7

The Animal ~~Shelter-Control~~ Manager or Animal Control Officer may decline to release an animal for adoption under any of the following circumstances:

- 1) The prospective adoptive owner has been convicted of the crime of cruelty to animals within the previous five (5) years;
- 2) The existence of other circumstances which, in the opinion of the Animal ~~Shelter Control~~ Manager or Animal Control Officer, would endanger the health, safety or welfare of people or animals.

ARTICLE 5

DOG LICENSING

Section 5.1

It shall be required that any dog four (4) months of age or older shall be licensed.

Section 5.2

On or before March 1 of each year, the owner of any dog four (4) months old or over shall apply to the County, Township, City Treasurer or his/her authorized agent where the owner resides in writing for a license for each dog owned or kept by him/her. Such application shall state the breed, sex, age, color, and markings of such dog and the name and address of the previous owner. Such application for a license shall be accompanied by proof of a valid certificate of vaccination for rabies, with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian.

Section 5.3

The person who becomes an owner of a dog that is four (4) or more months old and that is not already licensed shall apply for a license within thirty (30) days from the date the owner acquired the dog. A person who owns a dog that becomes four (4) months old that is not already licensed shall apply for a license within thirty (30) days after a dog becomes four (4) months old.

Section 5.4

The owner shall provide every licensed dog with a substantial collar, to which a license tag approved by the Michigan Department of Agriculture, shall be securely attached and displayed on the animal at all times, except when the dog is

engaged in lawful hunting or farming practices and accompanied by its owner.

Section 5.5

The license and license tag are assigned to the dog and are not transferable to another dog. They shall remain with the dog upon transfer to another owner within Jackson County. The last registered owner shall notify the Jackson County Treasurer's Office so that it may note such transfer upon its records. This Ordinance does not require the procurement of a new license, or the transfer of a license already secured, when the possession of a dog is temporarily transferred, for the purpose of hunting game, or for breeding, trial, or show, in the State of Michigan.

Section 5.6

A dog displaying a license tag from another Michigan County shall not require licensing in Jackson County until expiration of the current license, provided that the dog remains in the possession of the owner to whom the license was issued.

Section 5.7

If the Jackson County dog license tag is lost, it shall be replaced without charge by the Jackson County Treasurer's Office upon application by the owner of the dog, and upon production of such license and a sworn statement of the facts regarding the loss of such tag.

Section 5.8

Fees shall be waived for licenses issued for any service dog upon presentation of an affidavit by the dog's owner. The waiver shall apply to all subsequent licenses issued to that dog so long as it remains the property of the person named in the affidavit.

Section 5.9

A penalty equal to twice the applicable license fee shall be charged to any person who fails to apply for an initial license or a renewal license within the times specified.

Section 5.10

No dog shall be exempt from the rabies vaccination requirements set forth in this Ordinance, unless there is a valid medical reason supplied in writing by a licensed veterinarian. A ~~titre-titer~~ test must be performed on the exempt dog, that proves the dog's ~~titre-titer~~ is sufficient to adequately protect against the rabies virus. The veterinarian performing the ~~titre-titer~~ test must put into writing the

results of the test, which will be accompanied by a copy of the ~~titre~~ titer test results. The ~~titre-titer~~ test must be done each year on the exempt dog before a current license will be issued. If the exempt dog's ~~titre-titer~~ is not sufficient to protect the dog from the rabies virus, the dog will be required to have a rabies vaccination or be euthanized. All costs incurred will be paid by the owner of the dog.

Section 5.11

No owner shall purchase a license for a dog at the sterilized price unless the dog is sterilized.

Section 5.12

Fees are to be set by the Jackson County Board of Commissioners as authorized by State Statutes.

Section 5.13

Any dog not licensed or found not wearing a current license may be seized by an Animal Control Officer or law enforcement officer and held at the Animal Shelter. Upon termination of dogs' and other animals' statutory holding periods, dogs and other animals become the property of the Animal ~~Control for purposes of disposal of the dogs and other animals placed for holding at the~~ Shelter.

Section 5.14

None of the provisions of this Ordinance shall be construed as requiring the licensing of any dog imported into Jackson County from outside the State for a period not to exceed thirty (30) days for show, trial, breeding or hunting purposes.

Section 5.15

For grandfathered owners of wolf-dogs, aA fee of not less than \$25.00 yearly will be set by the Board of Commissioners for people who own a wolf-dog cross as described in PA. 246 of 2000 as amended.

Section 5.16

A fee of not less than \$25.00 yearly will be set by the Board of Commissioners for grandfathered people who owners of alarge carnivore(s) as described in PA. 274 of 2000 as amended.

ARTICLE 6

KENNEL LICENSING

Section 6.1

Any person who owns, keeps or operates a kennel may, in lieu of individual licenses required for dogs under this Ordinance and

under the Statutes of the State of Michigan apply to the County Treasurer's Office or Animal ~~Control~~ Shelter for a kennel license entitling that person to own, keep or operate such kennel in accordance with applicable Laws of the State. The dogs in the kennel covered by the kennel license must be kept for sale, boarding, breeding, training or sporting purposes for remuneration. Pets must be licensed individually and will not be covered under the kennel license.

Section 6.2

In order to obtain a kennel license, any person who owns, keeps or operates a kennel at any single location within the boundaries of Jackson County except in cities, villages, or townships with their own animal control agency, shall;

(1) within thirty (30) calendar days prior to the start of such operation, or; (2) a person which has been previously issued a kennel license shall apply for a new kennel license by June 1 of each year, to the County Treasurer's Office or Animal ~~Control~~ Shelter, which shall issue such license if the kennel is in compliance with Sections 10 and 11 of Act 339, of the Public Acts of 1919, as amended, being Sections 287.270 and 287.271 of the Michigan Compiled Laws of 1948 (MSA 12.520 and 12.521), and with any applicable ordinance of the city, village or township in which it is located. The County Treasurer or Animal ~~Control~~ Shelter will not issue a kennel license to any person who has been denied a kennel license by the city, village or township where they reside.

Section 6.3

Failure to apply for a kennel license within the prescribed time limits will result in a doubling of the applicable fee.

Section 6.4

The Animal Control Officer shall have the right to inspect any kennel in the County of Jackson in order to determine whether said kennel is in compliance with this Ordinance and the State Statute. If the kennel has been issued a license, it shall be the duty of the Animal Control Officer to suspend said license if, in the Officer's opinion, conditions exist which are not in compliance with this Ordinance, Section 10 of Act 339 of the Public Acts of 1919,

as amended, being Section 287.270 of the Michigan Compiled Laws of 1948 (MSA 12.520) and the rules of the Michigan Department of Agriculture, pending correction of such conditions, and further shall have the duty to revoke said license if such conditions are not corrected within a designated reasonable time.

Section 6.5

All licensed kennels shall be required to have double fencing. The fence on the outer perimeter shall be constructed in such a manner as to prevent stray animals and people from making direct contact with kennel animals. Exceptions to the above would be: 1) solid fence such as a solid privacy fence and/or 2) animals kept inside a building or solid structure.

Section 6.6

Any dog kennel which under Michigan State Law is to be covered by a license shall be of such construction as will adequately and comfortably house any dogs kept therein during any season of the year. The buildings, including walls and floor, shall be of such construction as to be readily cleaned and kennels and yards connected therewith used to confine kennel dogs shall be kept clean and free from accumulation of filth and debris.

Section 6.7

All dogs kept or maintained in connection with such kennels shall be furnished with a clean, fresh water supply and adequate and proper food to maintain such animals in a state of good health.

Section 6.8

Any kennel dog four (4) months old or older must have a current rabies vaccination as evidenced by a valid certificate of vaccination for rabies with a vaccine licensed by the United States Department of Agriculture, signed by an accredited veterinarian. Failure to comply with this requirement shall be a violation of this Ordinance and subject the dog's owner to the penalties set forth in Article 13.

Section 6.9

~~The fee to be paid for a kennel license shall be \$10 for 10 dogs or less, and \$25 for more than 10 dogs. A fee of double the original license fee shall be charged for each previously licensed kennel whose kennel license is applied for after June 1. Kennel owners are subject to an inspection fee as set by the Board of~~

ARTICLE 7

PROHIBITIONS AND REGULATED CONDUCT

Section 7.1

It shall be a violation of this Ordinance:

- 1) For any animal to engage in any of the behaviors described in Article 9 (Classification of Animals).
- 2) For a dog in heat (estrus) to be accessible to a male dog except for intentional breeding purposes.
- 3) For an animal to be within or on a motor vehicle at any location under such conditions as may endanger the health or well being of the animal, including, but not limited to dangerous temperatures, lack of food, water or proper care.
- 4) To abandon any animal.
- 5) To knowingly place food or item of any description containing poisonous or other injurious ingredients in any area reasonably likely to be accessible to any animal except rodents.
- 6) To physically mistreat any animal by deliberate abuse, or neglect to furnish adequate care or shelter, including veterinary attention, or by leaving the animal unattended for more than twenty four (24) hours without adequate care.
- 7) To offer as a prize or give away any live animal/fowl in any contest, raffle, promotional event, lottery, or as enticement for fund raising, or for entry into any place of business.
- 8) For any animal to leave the confines of any officially prescribed quarantine area, or put outside unattended while under an officially prescribed quarantine.
- 9) For a dog not accompanied by its owner or owner's authorized agent to come closer than three (3) feet from a public walkway, roadway, highway, or adjoining property,

except when the dog is in an area that is completely fenced in.

- 10) To interfere with, hinder, resist, oppose, obstruct, issue a false report or molest an Animal Control Officer in the performance of his/her duties, or for any person to remove any animal from an Animal Control vehicle or Animal Shelter property without permission of the Animal ~~Control~~Shelter Manager or Animal Control Officer.
- 11) To fail to comply with the requirements of this Ordinance or Federal or State Statutes applicable to keeping of an animal or a facility where animals are kept.
- 12) For livestock or poultry to run at large upon the premises of another or upon any public street, lane, alley or other public ground in the County unless otherwise specifically allowed.
- 13) To remove a collar or tag from any dog or other animal without the permission of its owner
- 14) To fail to take an animal to the Animal Shelter or Veterinarian after quarantine for inspection.
- 15) To tie, tether or chain a dog with a choke type collar.
- 16) To chain a dog on a chain that is not three (3) times the length of the dog from the tip of the dog's nose to the base of its tail.
- 17) To violate any section of Public Act 246 of 2000, as amended, which regulates the ownership, possession and care of wolf-dog crosses.
- 18) To violate any section of Public Act 274 of 2000, as amended, which regulates the ownership, possession and care of large carnivores, specifically large cats and bears.
- 19) To fail to keep a collar on a dog with an approved dog license affixed to the collar, unless the dog is engaged in legal hunting or farming practices.
- 20) To decoy or entice any dog or animal out of an enclosure or off the property of its owner, or seize, molest or tease

any dog or animal while held or led by any person, or while on the property of its owner.

- 21) To fail to have any animal purchased from the Jackson County Animal Shelter sterilized on or before the date of the sterilization contract.
- 22) To fail to keep a dog in a prescribed secure structure as required by Court Order or by this Ordinance.

Section 7.2

It shall also be a violation of this Ordinance:

- 1) To fail to provide adequate shelter any time an animal is confined in such a manner that it is unable to seek shelter no matter the length of time the animal is out in the weather.
- 2) To fail to provide sufficient and suitable water and food which would thus cause the animal to suffer thirst or hunger.
- 3) To kill any animal without just cause.
- 4) To torture, mutilate, maim, beat, or disfigure an animal.
- 5) For an animal to be caged or chained in such a manner as to allow it to become tangled, injured or to suffer undue stress.
- 6) To restrain an animal so that the weight of the animal's tie does not allow the animal to comfortably raise his/her head or move.
- 7) To fail to keep an animal's area in good sanitary condition.
- 8) To confine an animal in such a fashion that the animal does not have a dry area to rest.
- 9) To fail to provide adequate grooming when the animal is in pain or distress, including but not limited to the following;
 1. Unable to lift head.
 2. Unable to urinate or defecate.
 3. Crying out in pain.
 4. Unable to rise or walk

5. Fail to keep the eyes or ears free from infection or matted in such a way that it interferes with the animal's sight or hearing.

Section 7.3

It is unlawful for any person to fail to provide medical care when an animal is in pain or distress, including but not limited to the following:

- 1) In a state of emaciation.
- 2) Unable to rise and walk
- 3) Unable to urinate or defecate.
- 4) Crying out in pain.
- 5) Unable to eat or drink.
- 6) Suffering from unattended broken bones, wounds, burns or contusions.
- 7) Painful or difficult breathing.
- 8) Passing blood in urine, feces and/or vomit.
- 9) Presence of maggots or infested with other parasites.
- 10) Severe skin disease.

Section 7.4

It is unlawful to intentionally run down or otherwise abuse, harass or worry any animal with any vehicle including, but not limited to, a bicycle or motor vehicle, including a motorcycle or motorbike.

Section 7.5

In the event animals are used to give rides the following standards must be met and followed:

- 1) If the animal is not shod, it must be provided with footing (i.e.: grass, hay, wood shavings or dirt).
- 2) Twenty minute breaks shall be given every two (2) hours or less as needed, with water and shade provided.
- 3) No animal shall be used if it appears to be lame or in distress.

Section 7.6

Reporting of found animals:

- 1) Any person who finds and harbors an animal without knowing the identity of its owner shall notify the Animal Control and furnish a description of the animal within two (2) business days of finding the animal.

- 2) If the owner of the animal has not claimed it within seven (7) business days after the animal was reported found to the Animal Control, the finder may adopt the animal in accordance with applicable laws.

ARTICLE 8

CONFINEMENT OF ANIMAL AFTER BITING

Section 8.1

Any dog or other warm blooded animal that shall bite or scratch a person or animal shall be handled in accordance with the Southeastern Michigan Epidemiology Committee (SEMEC), most recently revised Information and Recommended Procedures for Rabies Prevention in Michigan, and/or such procedures as established by the Michigan Department of Community Health (MDCH) for control of rabies and disposition of non-human agents carrying disease, including rabid animals. In the event that owner of such animal is unable to or fails to comply with any of the prescribed procedures, an Animal Control Officer shall take possession and custody of such animal and follow the prescribed procedure. The owner of such animal shall bear the costs thereof. The owner of such animal must keep, maintain and confine or dispose of the animal as required by the SEMEC's most recently revised Information and Recommended Procedures for Rabies Prevention in Michigan, or procedures established by the MDCH. If unwilling or unable to do so, failure to release custody of said animal to an Animal Control Officer, or when so directed failure to deliver said animal to a veterinarian clinic for confinement shall constitute a violation of this Ordinance.

Section 8.2

At the end of the required confinement period, the animal must be taken to the County Animal Shelter to be inspected for visible health (i.e.: clear eyes, nose, general body condition) vaccinations, and current license if any required.

Section 8.3

Confinement of ferrets shall be governed by Act 358 of the Public Acts of 1994, as amended, being Sections 287.893 - 287.901 of

ARTICLE 9

CLASSIFICATION OF ANIMALS

Section 9.1

Purpose: The purpose of this Article is to establish a procedure whereby animals that pose a significant threat of causing serious injury to humans, other animals or property are identified and subjected to precautionary restrictions before any such serious injury occurs.

Section 9.2

Classification of Levels of Dangerousness: An animal shall be classified as potentially dangerous or dangerous based upon specific behaviors exhibited by the animal.

An animal will be considered a potentially dangerous animal if it exhibits behavior described in subsections (1) through (6) of this Section. An animal will be considered a dangerous animal if it exhibits behavior described in subsections (7), (8) and (9).

- 1) Level 1 behavior is established when an animal continuously runs loose.
- 2) Level 2 behavior is established when an animal indirectly causes injury or damage to a person, animal or property.
- 3) Level 3 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal.
- 4) Level 4 behavior is established when an animal bites or scratches another animal in a less than dangerous manner.
- 5) Level 5 behavior is established when an animal bites or scratches a person in a less than dangerous manner.
- 6) Level 6 behavior is established if an animal at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person.

- 7) Level 7 behavior is established if an animal, while confined in accordance with Article 10, Section 10.1, aggressively bites or causes physical injury less than serious injury to any person or animal.
- 8) Level 8 behavior is established if an animal, while at large, aggressively bites or causes physical injury less than serious injury to any person or domestic animal.
- 9) Level 9 behavior is established if any one of the following conditions are met:
 - a) an animal, whether or not confined, causes the serious injury or death of any person; or
 - b) an animal, kills or causes serious injury to any domestic animal; or
 - c) an animal engages in or is found to have been trained to engage in exhibitions of fighting; or
 - d) an animal that has been classified as a Level 7 or 8 repeats the behavior described in subsection (7) and (8) of this section after the owner is found guilty of the classification level.

Notwithstanding subsection (1) through (9) of this section, the ~~Sheriff or Officer Manager~~ shall have discretionary authority to refrain from classifying an animal as potentially dangerous, or dangerous even if the animal has engaged in the behaviors specified in subsections (1) through (9) of this section, if the ~~Sheriff or Officer Manager~~ determines that the behavior was the result of:

- (a) A person trespassing on the property of the animal's owner.
- (b) A person provoking or tormenting the animal.
- (c) The animal responding in a manner that an ordinary and reasonable person would conclude was designed to protect a person if that person is engaged in a lawful activity or is the subject of an assault.

(d) An injury to the animal.

Section 9.3

Regulation of Potentially Dangerous Animals: In addition to the other requirements of this Ordinance, the owner of a potentially dangerous animal who has been deemed guilty either by, Judge, Jury, plea of guilt or no ~~plea-contest~~ shall comply with the following regulations:

- 1) If the animal has engaged in Level 1-5 behavior, the animal shall be restrained by a physical device or structure that prevents the animal from reaching any public sidewalk or adjoining property whenever that animal is outside the owner's home and not on a leash. The structure should shall also be constructed in such a way as to prevent a child from gaining access to the animal. The ~~Sheriff Manager~~ may adopt administrative rules establishing specifications for the required device or structure. An animal that has engaged in Level 1 through 5, three or more times shall meet the requirements of subsection (2) of this section.
- 2) The owner of a Potentially Dangerous Animal as defined in Section 9.2 or Vicious Animal shall obtain and maintain liability insurance in the minimum amount of One Hundred Thousand Dollars and shall furnish a certificate of proof of insurance by which the County shall be notified at least thirty (30) calendar days prior to the cancellation or non-renewal of the policy.
- 32) If the animal has engaged in Level 6 behavior, the owner shall confine the animal within a secure enclosure whenever the animal is not held on a leash or inside the home of the owner. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's property. The animal must be micro chipped at the expense of the animal owner, with the number turned over to the Animal ~~Control~~Shelter. When the animal is not held

within a secure structure, or in the home of the owner the animal shall be humanely muzzled.

- 43) If the animal has engaged in Level 7 behavior, the owner shall meet the requirements of subsection (2) of this section, and shall also post warning signs on the property in conformance with administrative rules to be adopted by the Sheriff. Animal Shelter Manager or Animal Control Officer.
- 54) If the animal has engaged in Level 8 behavior, the owner shall meet the requirements of subsection (2) and (3) and (4) of this section and shall not permit the animal to be off the owner's property unless the animal is muzzled and restrained by an adequate leash and under the control of the owner or agent in control, or is within a securely fastened enclosed structure.
- 65) Any animal that has been found to have engaged in Level 9 behavior, shall be euthanized upon a court order. After a show cause hearing, the court shall order the destruction of the animal, at the expense of the owner, if the animal is found to be a dangerous animal that caused serious injury or death to a person or an animal. The court may order the destruction of the animal, at the expense of the owner, if the court finds that the animal is a dangerous animal that did not cause serious injury or death to a person but is likely in the future to cause serious injury or death to a person or in the past has been adjudicated a dangerous animal. Should the court not order the destruction of the animal the owner shall meet the requirements of subsections (2), (3), (4), and (5).2, 3, and 4.

Section 9.4

Reporting of Potentially Dangerous or Dangerous Animals: Any person who observes or has evidence of animal behavior as described in Section 9.2 shall forthwith notify ~~the~~ Animal Control by calling 911.

ARTICLE 10

CONFINEMENT OF ANIMALS

Section 10.1

It shall be in violation of this Ordinance:

- 1) For any animal, (including livestock and poultry) except cats, to run at large unless such animal is engaged in lawful hunting and accompanied by its owner, or is displayed in an exhibition, or engaged in work they have been trained for or are being trained for.
- 2) For any animal, except cats, to remain outside unattended if said animal is not confined by a leash, chain or fenced in yard (to include electronic fences).
- 3) For any animal, except cats, to cause damage to property, real or personal, of another person.

Section 10.2

Any person's animal, except cats, observed by Animal Control, that violates any of Section 10.1 three (3) times, shall be seized by an Animal Control Officer and held until the owner constructs a secure enclosure. The secure enclosure shall be constructed within ten (10) days. All costs incurred for the holding of an animal awaiting construction of an enclosure will be paid by the owner of the animal being held. The owner shall keep the animal in the secure structure at all times when not in the house or on a leash held by a responsible person.

Section 10.3

Owners of cats observed causing damage to property, real or personal, may be pursued through civil action by the property owner.

ARTICLE 11

TREASURER'S RECORDS AND DUTIES

Section 11.1

On June 15 of each year, the Treasurer ~~shall~~may make a comparison of his/her records of the dogs actually licensed in each city or township of the County with a report of the supervisors of said townships or assessors of said cities or the Animal ~~Control~~Shelter Manager, to determine and locate all unlicensed dogs.

Section 11.2

On and after June 15 of each year, every unlicensed dog subject to license under the provision of this Ordinance or the Statutes of the State is hereby declared to be a public nuisance, and the Treasurer ~~shall immediately~~may thereafter list all such unlicensed dogs as shown by the returns in his/her office of township supervisors, city assessors, and Animal ~~Control~~Shelter Manager and ~~shall~~may deliver copies of such list to the ~~Sheriff~~Animal Control~~Shelter Manager~~ and the Director of the Michigan Department of Agriculture as well as those officers listed and set forth in Act 339 of the Public Acts of 1919, being 287.277 of the Michigan Compiled Laws (MSA 12.527), as amended.

Section 11.3

The Treasurer shall keep a record of all dog licenses and all kennel licenses issued during the year in each city and township in the County. Such records shall contain the name and address of the person to whom each license is issued. In case of all individual licenses, the records shall also state the breed, sex, age, color, and markings of the dog licensed; and in case of a kennel license, it shall state the place where the kennel is located. The records shall be a public record open to inspection during business hours. The Treasurer shall also keep an accurate record of all license fees collected by him/her or paid over to him/her by the city and township treasurers or Animal ~~Control~~Shelter Manager.

Section 11.4

In all prosecutions for violation of this Ordinance, the records of the Treasurer's Office, or lack of same, showing the name of owner and the license number to which any license has been issued, and the licensed tag affixed to the collar or harness of the dog showing a corresponding number shall be prima facie evidence of ownership or non-ownership of any dog and of issuance or non-issuance of a dog license or tag.

ARTICLE 12

FEES AND EXPENSES

Section 12.1

Every township and city treasurer of Jackson County, Michigan, shall receive a fee for each dog license issued for the issuing and recording of same. The remuneration as herein established shall be deemed additional compensation for each township or city treasurer who receives a salary in lieu of fees, when so designated by the appropriate township or city council. This fee may be changed from time to time by the Board of Commissioners.

Section 12.2

~~Jackson County may~~ ~~It shall be the duty of the Animal Control Shelter Manager annually to~~ make a census of the number of dogs owned by all persons in Jackson County, Michigan, in accordance with Statutes of the State. The ~~Treasurer Animal Control Shelter Manager~~ is hereby empowered to employ whatever personnel he/she reasonably believes necessary to conduct this census; such personnel shall receive for their services in listing such dogs, such sum as shall be set from time to time by the Board of Commissioners.

Section 12.3

The duties and obligations herein and imposed upon the respective designated officials may be delegated, by each of said officials, to their deputies with like force and effect.

Section 12.4

The fees and expenses as established by this Ordinance may be changed from time to time on or before November 1 of each year and for subsequent years by action by the Board of Commissioners.

ARTICLE 13

VIOLATIONS AND PENALTIES

Section 13.1

In the event of a violation of this Ordinance, the ~~Sheriff, Animal Control Shelter Manager,~~ his/her deputies, ~~Animal Control Officers,~~ or other law enforcement officers may issue a citation or seek a warrant for the person in violation, summoning him/her to appear

before a district court within the County to answer the charges made regarding violation of this Ordinance.

Section 13.2

Any person, firm or corporation, convicted of violating any of the provisions of this Ordinance, shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than \$500, or imprisonment in the county jail for not more than 90 days, or community service work, or any combination of these penalties. In addition, court costs shall be levied against the guilty party. Violations of the Dangerous Animals Act, being Act No. 426 of the Public Acts of 1988, as amended, shall be punishable as determined by a court having jurisdiction pursuant to Section 3 of the Act, being Section 287.323 of the Michigan Compiled Laws of 1948 (MSA 12.545(23)).

ARTICLE 14
CONSTRUCTION

Section 14.1

When not inconsistent with the context, words used in the present tense include the future. Words in the singular include the plural and words in the plural include the singular. Masculine shall include the feminine. The word "shall" is always mandatory and not merely directive. Words or terms not defined herein shall be interpreted in the manner of their common meaning. Headings shall be deemed for convenience and shall not limit the scope of any article or section of this Ordinance.

Section 14.2

Where any of the provisions of this Ordinance are in conflict with provisions of any other local Ordinance or State Statutes or regulations, the latter shall prevail.

Section 14.3

When used in this Ordinance, owner shall include agent in control and owner's agent.

ARTICLE 15
REPEAL

Section 15.1

Any Jackson County Ordinance or parts thereof inconsistent with this Ordinance are hereby repealed.

ARTICLE 16
SEVERABILITY

Section 16.1

If any part of this Ordinance shall be held void, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts of this Ordinance.

PROOF OF PUBLICATION

Published in the Jackson Citizen Patriot.

EFFECTIVE DATE OF ORDINANCE

This Ordinance shall take effect when notice of the adoption of this Ordinance by the Jackson County Board of Commission is published in a newspaper of general circulation in Jackson County. The County Clerk shall file a copy of this Ordinance, with a copy of the publication attached in his office.

ADOPTED this 15 day of October, 1996

AMENDED and ADOPTED this 19 day of September, 2000

AMDENDED and ADOPTED this 19 day of November, 2002

AMDENDED and ADOPTED this 17 day of May, 2005

AMENDED AND ADOPTED THIS 17 day of June 2008

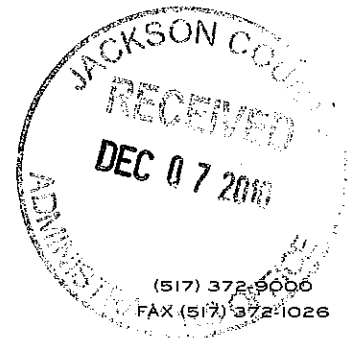
AMENDED AND ADOPTED THIS day of 2011

Proposed changes 201105a

COHL, STOKER & TOSKEY, P.C.
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TIMOTHY M. PERRONE

December 3, 2010



Adam Brown, Deputy Administrator
Jackson County
120 W. Michigan Ave.
Jackson, MI 49201

Attorney/Client Privilege

Re: Proposed Amendments to Animal Control and Protection Ordinance

Dear Mr. Brown:

This is in response to your request for legal review of the proposed amendments to the Jackson County Animal Control and Protection Ordinance.

One of the major proposed amendments to the Ordinance involves removing the Animal Control Officers from the supervision of the Animal Control Manager, and placing them under the direct supervision of the County Sheriff, as set forth in Art. 2 in reference to the definitions of "Animal Control Manager" and "Animal Control Officer." Thus, the duties of the Animal Control Manager would be limited to operating the Animal Shelter, preparing and monitoring the budget, ensuring compliance with appropriate legislation, and supervising the work of employees at the Animal Shelter.

Although the term "Animal Control Manager" has been retained, it appears that some (but not all) of the subsequent references to that term in the Ordinance are proposed to be amended to state "Animal Shelter Manager." However, the term "Animal Shelter Manager" is not a defined term, and the term "Animal Control Manager" remains in numerous other provisions of the Ordinance.

In order to clear up this discrepancy, you may consider one of two options: (1) retain the term "Animal Control Manager," and not amend any of the subsequent references to that term; or (2) change the defined term "Animal Control Manager" to "Animal Shelter Manager," and change all subsequent references to that term accordingly.

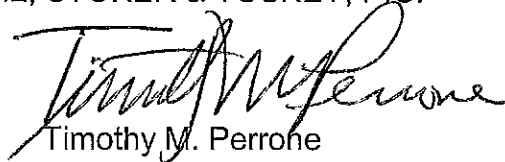
In Art. 4, Sec. 4.4(2), the added language allowing immediate disposition of a dangerous animal is legally appropriate. However, the word "deemed" is misspelled.

We have no objection to the addition of language in Sec. 9.3(1) requiring structures restraining potentially dangerous animals to be constructed in such a way as to prevent a child from gaining access to the animal, nor to the additional requirement in Sec. 9.3(2) mandating liability insurance coverage by an owner of an animal determined to be potentially dangerous by the Court.

Do not hesitate to contact us if you have any questions.

Very truly yours,

COHL, STOKER & TOSKEY, P.C.



Timothy M. Perrohe

TMP/hsk

N:\Client\Jackson\Opinions\Brown re Animal Control Ord Amendments.wpd

Notice of Public Hearing
Revision to Animal Control and Protection Ordinance

A public hearing will be conducted by the Jackson County Board of Commissioners on Tuesday, February 15, 201, at 7:10 p.m. in the Jackson County Commission Chambers, 5th 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 revisions to the Animal Control and Protection Ordinance.

Written comments should be addressed to: Jackson County Administrator/ Controller's Office, 120 W. Michigan Avenue, Jackson, MI 49201.

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS MEETING
Organizational Meeting
January 3, 2011, 9:00 a.m.
County Commission Chambers

1. **CALL TO ORDER** – *County Clerk Amanda Riska*

County Clerk Amanda L. Riska called the January 3, 2011, Organizational Meeting of the Jackson County Board of Commissioners to order at 9:00 a.m.

2. **INVOCATION** – *Commissioner Cliff Herl*

3. **PLEDGE OF ALLEGIANCE**

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

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

5. **APPROVAL OF AGENDA**

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

6. **PUBLIC COMMENT**

None

7. **ADMINISTRATION OF OATH OF OFFICE** – *County Clerk Amanda Riska*

A. All Commissioners

County Clerk Amanda Riska administered the Oath of Office to all Commissioners.

8. **ADOPT RESOLUTION (01-11.2) TO ELECT THE CHAIRPERSON FOR A ONE-YEAR TERM** (*otherwise the Chairperson will serve a two-year term*)

Moved by Mahoney, supported by Elwell to Adopt Resolution (01-11.2) to Elect the Chairperson for a One-Year Term. Roll Call: (12) Yeas. Motion carried unanimously.

9. **ELECTION OF CHAIRPERSON** – *County Clerk Amanda Riska*

Moved by Elwell, supported by Williams to Nominate Commissioner James Shotwell for Chairperson. No other nominations from the floor. Roll Call: (12) Yeas. Motion carried unanimously.

10. **ELECTION OF VICE CHAIRPERSON**

Moved by Williams, supported by Elwell to nominate Commissioner Mike Way for Vice Chairperson. No other nominations from the floor. Roll Call: (12) Yeas. Motion carried unanimously.

11. **APPROVE BOARD RULES** (provided online in the Policy Manual)

Moved by Videto, supported by Herl to Approve Board Rules. Motion carried unanimously.

12. **RESOLUTION (01-11.3) CONSOLIDATING COUNTY AFFAIRS AND COUNTY AGENCIES AND MAKING THE POLICY COMMITTEE A STANDING COMMITTEE**

Moved by Way, supported by Lutchka to Approve Resolution (01-11.3) Consolidating County Affairs and County Agencies and Making the Policy Committee a Standing Committee. Roll Call: (12) Yeas. Motion carried unanimously.

13. **DESIGNATION OF STANDING COMMITTEE APPOINTMENTS**

Moved by Mahoney, supported by Elwell to Concur with the Chair's Recommendations for Standing Committee Appointments. Motion carried unanimously.

County Policy

David Elwell – Chairperson
Cliff Herl – Vice Chairperson
Philip Duckham
Julie Alexander
Carl Rice, Jr.

Human Services

Jon Williams – Chairperson
Patricia Smith – Vice Chairperson
Carl Rice, Jr.
Gail W. Mahoney
Julie Alexander

County Affairs/Agencies

David Lutchka – Chairperson
Phil Duckham – Vice Chairperson
Patricia Smith
Jim Videto
Cliff Herl

Personnel & Finance

James Videto – Chairperson
Gail W. Mahoney – Vice Chairperson
Jon Williams
David Elwell
David Lutchka

14. **COMMISSIONER APPOINTMENTS TO OTHER BOARDS/COMMITTEES**

A. Airport Board - Term expires 1/2013: Dave Lutchka nominated. No other nominations from the floor. Dave Lutchka appointed.

B. Airport Board - Term expires 1/2012: Carl Rice nominated. No other nominations from the floor. Carl Rice appointed.

C. Fair Board – Term expires 1/2013: Cliff Herl nominated. No other nominations from the floor. Cliff Herl appointed.

D. FEMA – Term Indefinite: Jim Videto nominated. No other nominations from the floor. Jim Videto appointed.

E. Hospital Finance Authority – Term expires 1/2012: Gail W. Mahoney nominated. No other nominations from the floor. Gail W. Mahoney appointed.

F. Judges Meetings – Term expires 1/2012: Dave Lutchka nominated. No other nominations from the floor. Dave Lutchka appointed.

G. Land Bank Authority - Term expires 10/31/2011: Carl Rice nominated. No other nominations from the floor. Carl Rice appointed.

H. Mid-South Substance Abuse Commission – Term expires 1/2013: Carried over to next meeting.

I. Parks Board – Term expires 1/2014: Mike Way nominated. No other nominations from the floor. Mike Way appointed.

J. Region II Planning Commission – Term expires 1/2013: Carl Rice nominated. No other nominations from the floor. Carl Rice appointed.

K. South Central Michigan Works! – 4 positions (Including Alternate) – Each term expires 1/2013: Cliff Herl, Jim Videto, and Pat Smith (alternate) nominated. Cliff Herl, Jim Videto, and Pat Smith (alternate) appointed. 1 position carried over to next meeting.

L. Supervisor’s Liaison (Chair Appointment) – Term expires 1/2012: Jon Williams recommended. Jon Williams appointed.

M. Traffic Safety Commission – Term expires 1/2013: Pat Smith nominated. No other nominations from the floor. Pat Smith appointed.

15. **APPROVE MEETING SCHEDULES FOR 2011**

Moved by Elwell, supported by Way to Approve the Meeting Schedules for 2011. Motion carried unanimously.

16. **ADOPT RESOLUTION (01-11.1) TO WAIVE ADMINISTRATION FEE AND INTEREST FOR SENIOR CITIZENS**

Moved by Mahoney, supported by Williams to Adopt Resolution (01-11.1) to Waive Administration Fee and Interest for Senior Citizens. Roll Call: (12) Yeas. Motion carried unanimously.

17. **APPOINT THE COUNTY ADMINISTRATOR/CONTROLLER AS THE FREEDOM OF INFORMATION OFFICER AS REQUIRED BY STATE STATUTE**

Moved by Mahoney, supported by Duckham to Appoint the County Administrator/Controller as the Freedom of Information Officer as Required by State Statute. Motion carried unanimously.

18. **APPROVE LIST OF 2011 ATTORNEYS**

Moved by Mahoney, supported by Way to Approve List of 2011 Attorneys. Motion carried unanimously.

19. **PUBLIC COMMENT**

None

20. **ADJOURN**

Chairman Shotwell adjourned the January 3, 2011 Organizational Meeting of the Jackson County Board of Commissioners at 9:19 a.m.

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

Amanda L. Riska – County Clerk

Respectfully submitted by Carrienne VanDusseldorp – Chief Deputy County Clerk

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
January 18, 2011
7:00 p.m.
County Commission Chambers

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Dave Lutchka*
3. **PLEDGE OF ALLEGIANCE** – *by Chairman Steve Shotwell*
4. **ROLL CALL** – *County Clerk Amanda Riska*

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

5. **APPROVAL OF AGENDA**

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

6. **AWARDS & RECOGNITIONS** – None.

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

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

9. **PUBLIC COMMENTS**

Amanda Keyser expressed concern over the Animal Control Ordinance revisions.

10. **SPECIAL MEETINGS OF STANDING COMMITTEES**

A. **County Policy Committee**

1. **Revisions to Animal Control and Protection Ordinance**

The meeting adjourned briefly to allow for the members of the County Police Committee to meet.

11. **MINUTES** - Minutes of the 12/14/10 Regular Meeting of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Williams to Approve the Minutes of the 12/14/10 Regular Meeting of the Jackson County Board of Commissioners. Motion carried unanimously.

11. **CONSENT AGENDA**

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

A. **County Policy**

1. **Revised Board Rule Policies 4040, 4070, 4080, 4090**

B. County Affairs & Agencies

1. **Resolution (01-11.5) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2011-0084, Development of Engineering Plans for Construction of a Snow Removal Equipment (SRE) Facility; with Development of Engineering Plans for SRE Site Work and Access Road Construction**
2. **Award of Contract for Court Appointed Attorneys – Probate Court**
3. **Resolution (01-11.4) Authorizing the Jackson County Interim Administrator/ Controller to Approve and Sign Remonumentation Grant Contracts**

C. Human Services – None.

D. Personnel & Finance

4. **Airport – Reduce FTE by .25**
5. **Sheriff's Office - Increase the Full-Time Equivalent (FTE) count in Organizational Key 101301 (County Sheriff) by 1 FTE**
6. **Register of Deeds Position Elimination/Addition**
7. **Claims dated 12/1/10 – 12/31/10**

13. STANDING COMMITTEES

A. County Policy – Commissioner Dave Elwell

1. **Revisions to Animal Control and Protection Ordinance**

Moved by Duckham, supported by Mahoney to Approve the 1st Reading of the Revised Animal Control and Protection Ordinance. Motion carried unanimously.

B. County Affairs & Agencies – Commissioner Dave Lutchka

1. **Appointments**

- a. **South Central Michigan Works!**, two Commissioner members (one main and one alternate), terms to 1/2011

Cmr. Lutchka stated that the committee recommended Pat Smith as the main member and Julie Alexander as the alternate. No other nominations from the floor.
Pat Smith (main member) and Julie Alexander (alternate) appointed.

C. Human Services – Commissioner Jon Williams

1. **NSP3 Action Plan for Jackson County**

Moved by Williams, supported by Way to Approve NSP3 Plan for Jackson County. Motion carried unanimously.

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **The Interim Administrator/Controller recommends that the Board of County Commissioners formally move to support the work of the Fair Board in creating a Volunteer Fair Manager position.**

*Moved by Williams, supported by Videto to **Approve the Interim Administrator / Controller's recommendation that the Board of County Commissioners support the work of the Fair Board by a creating a Volunteer Fair Manager position.** Motion carried unanimously.*

B. **Discussion of Administrator/Controller Search Firm**

Interim Administrator/Controller Adam Brown suggested discussion of the Administrator/Controller Search Firm at the next Board Study Session. Item will be added to the February Study Session Agenda.

C. **2011 Board Retreat** – Presentations will be made by Strategic Goal Chairs

Presentations were made by the Strategic Goal Chairs.

16. **PUBLIC COMMENTS**

Amanda Keyser asked for consideration for the amended Animal Control Ordinance.

17. **COMMISSIONER COMMENTS**

18. **CLOSED SESSION** – None.

19. **ADJOURNMENT**

Chairman Shotwell adjourned the January 18, 2011 Meeting of the Jackson County Board of Commissioners at 8:35 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

Adam J. Brown, Interim Administrator/Controller

TO: County Affairs & Agencies Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim Administrator/Controller

SUBJECT: Court Appointed Services Contract – Felony Murder

DATE: February 2, 2011

Motion Requested

The (County Affairs & Agencies Committee or Board of County Commissioners) approves the selection of the attached contracts for Court appointed services in the Circuit Court for the remainder of 2011 and all of 2012. Furthermore the Board of County Commissioners waves the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$100,000 of professional liability coverage per claim.

I. Background

- A. The contracts for the 4th Circuit Court court-appointed services expired on December 31, 2010.
- B. In cooperation with the 4th Circuit Court, the County Administrator/Controller's Office agreed to take over solicitation of these services with the understanding that the 4th Circuit Court Judges would provide an assessment of professional qualifications.
- C. On December 3rd the County Administrator's Office released a request for qualifications (RFQ) for the court appointed services contract for the remainder of 2011 and the entire 2012 year.
- D. The RFQ was structured under three categories. Category 1, for First Degree Murder – Felony Murder – or any other offence that would require a mandatory life sentence if convicted, is ready to be awarded.

II. Current Situation

- A. We received interest from 8 attorney's to represent 13 cases for Category 1:

Attorney

Firm

| | |
|------------------------|-------------------------------------|
| Timothy Williams | Timothy Williams Law Firm (3) |
| Jerry M. Engle | Jacobs & Engle (1) |
| Wendell E. Jacobs | Jacobs & Engle (1) |
| Ronald J. Fabian, P.C. | Ronald J. Fabian (1) |
| Anthony F. Raduazo | Brown, Raduazo & Hilderley PLLC (1) |
| George D. Lyons | George D. Lyons (3) |
| Phillip H. Berkemeier | Phillip H. Berkemeier (2) |
| Robert K. Gaecke | Rappleye & Rappleye, PC. (1) |

- B. The 4th Circuit Court Judges has reviewed the proposals and approved the following attorney's to be awarded contracts.

| Attorney | Firm | # of Cases |
|------------------------|---------------------------------|-------------------|
| Jerry M. Engle | Jacobs & Engle | 1 |
| Wendell E. Jacobs | Jacobs & Engle | 1 |
| Ronald J. Fabian, P.C. | Ronald J. Fabian | 1 |
| Anthony F. Raduazo | Brown, Raduazo & Hilderley PLLC | 1 |
| George D. Lyons | George D. Lyons | 3 |
| Robert K. Gaecke | Rappleye & Rappleye, PC. | 1 |

III. Analysis

- A. The structure of the proposed contract and the recommended awardees represent a significant change in the fee structure from previous contracts. The RFQ set the fee for Category 1 cases at \$8,000 per case with an additional fee structure and reimbursable specification. Applicants who were interested in participating at that price submitted their qualifications and letters of interest. Previously, the amount charged varied by attorney from \$8,000 to \$15,000 per case. Under the same case size as the previous year, the county will realize a significant savings.
- B. The waiver of liability insurance causes some reason for concern, however, this level of insurance has been used for several contracts prior to the Board increasing the required amount of coverage over the past two years. The Board recently approved this waiver for the Circuit Court Probate contracts.
- C. The Chief Circuit Court Judges have requested that the County Affairs & Agencies Committee and Board of County Commissioners wave County Policy 5100 which requires contractors working for the County of Jackson to carry \$1,000,000 in general liability insurance. The Court believes that \$100,000 in professional liability insurance, which is what has been required in the years past, will be sufficient to protect the county from harm.

IV. Recommendation

The County Administrator/Controller recommends that the (County Affairs & Agencies Committee or Board of County Commissioners) approve the selection of the attached contracts for Court appointed services in the Circuit Court for the remainder of 2011 and all of 2012. Furthermore the County Administrator/Controller recommends that the Board of County Commissioners wave the requirement under County Policy 5100 to have \$1,000,000 of general liability insurance coverage in lieu of \$100,000 of professional liability coverage per claim.

Attachments:

Jerry M. Engle

Wendell E. Jacobs

Ronald J. Fabian

Anthony F. Raduazo

George D. Lyons

Robert K. Gaecke



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Mr. Anthony F. Raduazo**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member 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 the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from February 16, 2011 to December 31, 2013.

Mr. Anthony F. Raduazo is approved for 1 case.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

Backup:

The 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 back-up in the event the primary attorney is unavailable. The approved backup is Mr. Ivan D. Brown. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Conflict of Interest:

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

Replacement of Attorney:

In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to \$2,000. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to \$4,000 of the proposal amount. If the Category 1 case is dismissed prior to bind over to Circuit Court, the attorney will be paid \$100 per hour up to \$4,000.

Scope of Work:

Attorneys will not be obligated to appeal any conviction or final Order or and new trials after appeal or further proceedings resulting from trial. A new trial granted after sentencing will be considered a new case for the attorney

Fee for Service:

Category 1: First Degree Murder- Felony Murder-Any other offense that would require a mandatory life sentence if convicted. \$8,000 per case.

Additional Fees:

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable.

| | |
|---|-----------------|
| Trial Fees for Murder Cases (½ Day) | \$325.00 |
| Supplement for cases arising out of Dept. of Corrections | \$425.00 |
| Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A “½ day” is any half day in which testimony is taken. | \$260.00 |

Additional Expenses:

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

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be

shared with the Prosecutor's Office. If the request is denied, the attorney may petition the Chief Judge for approval of the expenses. In the event the request is denied by the assigned Judge and the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices**.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by the motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

Billing and Reporting

Attorneys will submit a monthly bill in a format approved by Court Administration. Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

The 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

The attorney 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, the County and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the defendants.

Prior Appointments

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

Ability and Qualifications

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

Category 1

The murder Case is considered complete after the trial is completed and a verdict is received. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

Hon. John G. McBain, Chief Circuit Court Judge

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

Court Appointed Attorney Agreement

Mr. Anthony F. Raduazo



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Mr. Jerry Engle**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member 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 the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

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Mr. Jerry M. Engle is approves for 1 case.

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Backup:

The 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 back-up in the event the primary attorney is unavailable. The approved backup is Mr. Wendell E. Jacobs, Jr. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Conflict of Interest:

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

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

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be

shared with the Prosecutor's Office. If the request is denied, the attorney may petition the Chief Judge for approval of the expenses. In the event the request is denied by the assigned Judge and the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices**.

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The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

Billing and Reporting

Attorneys will submit a monthly bill in a format approved by Court Administration. Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

The 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

The attorney 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, the County and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the defendants.

Prior Appointments

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

Ability and Qualifications

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

Category 1

The murder Case is considered complete after the trial is completed and a verdict is received. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

Hon. John G. McBain, Chief Circuit Court Judge

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

Court Appointed Attorney Agreement

Mr. Jerry M. Engle



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Mr. Wendell E. Jacobs**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member 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 the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from February 16, 2011 to December 31, 2013.

Mr. Wendell E. Jacobs is approved for 1 case.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

Backup:

The 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 back-up in the event the primary attorney is unavailable. The approved backup is Mr. Jerry M. Engle. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Conflict of Interest:

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

Replacement of Attorney:

In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to \$2,000. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to \$4,000 of the proposal amount. If the Category 1 case is dismissed prior to bind over to Circuit Court, the attorney will be paid \$100 per hour up to \$4,000.

Scope of Work:

Attorneys will not be obligated to appeal any conviction or final Order or and new trials after appeal or further proceedings resulting from trial. A new trial granted after sentencing will be considered a new case for the attorney

Fee for Service:

Category 1: First Degree Murder- Felony Murder-Any other offense that would require a mandatory life sentence if convicted. \$8,000 per case.

Additional Fees:

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable.

| | |
|---|-----------------|
| Trial Fees for Murder Cases (½ Day) | \$325.00 |
| Supplement for cases arising out of Dept. of Corrections | \$425.00 |
| Each ½ day of preliminary exam over 3, attorney will be paid ½ day trial fee. A “½ day” is any half day in which testimony is taken. | \$260.00 |

Additional Expenses:

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

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be shared with the Prosecutor's Office. If the request is denied, the attorney may petition the Chief

Judge for approval of the expenses. In the event the request is denied by the assigned Judge and the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices**.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by the motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

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The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the defendants.

Prior Appointments

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

Ability and Qualifications

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

Category 1

The murder Case is considered complete after the trial is completed and a verdict is received. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

Hon. John G. McBain, Chief Circuit Court Judge

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

Court Appointed Attorney Agreement

Mr. Wendell E. Jacobs



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Mr. Robert K. Gaecke**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member 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 the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from February 16, 2011 to December 31, 2013.

Mr. Robert K. Gaecke is approved for 1 Case.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

Backup:

The 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 back-up in the event the primary attorney is unavailable. The approved backup is Mr. William G. Rappleye. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Conflict of Interest:

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

Replacement of Attorney:

In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to \$2,000. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to \$4,000 of the proposal amount. If the Category 1 case is dismissed prior to bind over to Circuit Court, the attorney will be paid \$100 per hour up to \$4,000.

Scope of Work:

Attorneys will not be obligated to appeal any conviction or final Order or and new trials after appeal or further proceedings resulting from trial. A new trial granted after sentencing will be considered a new case for the attorney

Fee for Service:

Category 1: First Degree Murder- Felony Murder-Any other offense that would require a mandatory life sentence if convicted. \$8,000 per case.

Additional Fees:

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable.

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| Trial Fees for Murder Cases (½ Day) | \$325.00 |
| Supplement for cases arising out of Dept. of Corrections | \$425.00 |
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Attorneys shall bill the Court for actual out-of-pocket costs for transcripts, witness fees, and services of process. Costs for experts must be preapproved by the assigned judge and any other unusual expense for more than \$100 must be approved by the assigned Circuit Judge (i.e. extensive medical records, investigation costs, ect.)

A request for an investigator, expert witness, or any other unusual expense may be made in writing on an ex parte basis to the assigned Judge. The attorney request does not need to be shared with the Prosecutor’s Office. If the request is denied, the attorney may petition the Chief Judge for approval of the expenses. In the event the request is denied by the assigned Judge and

the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices**.

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by the motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

Billing and Reporting

Attorneys will submit a monthly bill in a format approved by Court Administration. Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

The 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

The attorney 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, the County and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the defendants.

Prior Appointments

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

Ability and Qualifications

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

Category 1

The murder Case is considered complete after the trial is completed and a verdict is received. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

Hon. John G. McBain, Chief Circuit Court Judge

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

Court Appointed Attorney Agreement

Mr. Robert K. Gaecke



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Mr. George D. Lyons**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member 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 the minimum standards for court-appointed counsel as set forth in the August 1993 Michigan Bar Journal.
9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from February 16, 2011 to December 31, 2013.

Mr. George D. Lyons is approved for 3 cases.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

Backup:

The 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 back-up in the event the primary attorney is unavailable. The approved backup is Mr. Christopher Dickerson. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Conflict of Interest:

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

Replacement of Attorney:

In a Category 1 case only, an attorney who is replaced before the preliminary exam will be paid \$100 per hour up to \$2,000. An attorney who is replaced after the preliminary exam will be paid \$100 per hour up to \$4,000 of the proposal amount. If the Category 1 case is dismissed prior to bind over to Circuit Court, the attorney will be paid \$100 per hour up to \$4,000.

Scope of Work:

Attorneys will not be obligated to appeal any conviction or final Order or and new trials after appeal or further proceedings resulting from trial. A new trial granted after sentencing will be considered a new case for the attorney

Fee for Service:

Category 1: First Degree Murder- Felony Murder-Any other offense that would require a mandatory life sentence if convicted. \$8,000 per case.

Additional Fees:

In addition to the per case fee that is proposed, the attorneys will be entitled to the following additional fees, if applicable.

| | |
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| Trial Fees for Murder Cases (½ Day) | \$325.00 |
| Supplement for cases arising out of Dept. of Corrections | \$425.00 |
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Additional Expenses:

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

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the Chief Judge, the attorney should make a statement regarding the request on the record at the next Court hearing.

If a conflict occurs due to the attorney's creation of a conflict, e.g., representing one of the two defendants, on an appointment and subsequently representing the other defendant as a retained client, the attorney will not be paid for his or her services.

Multiple cases for the same defendant. If any attorney is appointed on multiple cases for the same defendant at the same time, the attorney will only be paid for one case if the cases are resolved without a preliminary exam. Regardless of whether there is a preliminary exam, an attorney will only be paid one case fee if all the charges involve **forgery, check writing or wrongful use of financial transaction devices.**

If a case is reduced to a misdemeanor in District Court there will not be any additional fees paid even if a trial occurs in District Court.

If a case has been concluded with a bench warrant and billed by the attorney any reappointment within 12 months of the date of the signing of the bench warrant shall be considered a continuation of the original appointment.

A trial has started when:

- (A) The swearing of the panel for voir dire has been completed; or in a non jury trial the Prosecutor has started or waived an opening statement.
- (B) The trial is adjourned by the motion of the Prosecutor on the date set for trial.

The trial will be concluded when:

- (A) There is a verdict by the jury or the Court;
- (B) Declaration of mistrial; or
- (C) Acceptance of plea by the Court after trial has commenced.

Billing and Reporting

Attorneys will submit a monthly bill in a format approved by Court Administration. Bills should be submitted within 28 days of sentencing. Cases in which a delayed sentence is ordered or a bench warrant is issued should be billed at the time the delayed sentence is ordered or the bench warrant is issued. Any disputes about billing or assignment of cases will be initially decided by Court Administration and then by the Chief Circuit Judge; and a final, binding decision, if requested, will be made by the same committee who decide issues on ability and qualifications.

Parking Permits

The 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

The attorney 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, the County and any Attorney may terminate this contract on 56 days written notice. The Court may terminate an Attorney from an individual case if the firm is not adequately representing the Defendant in the opinion of the assigned judge. Attorneys will complete any case outstanding at the termination of this Agreement.

The Court may waive the notice period for any attorney who has presented with exceptional circumstances, which shall be determined in the sole discretion of the Court. The Court also reserves the right to immediately terminate any attorney if the attorney lacks the capacity to adequately represent the defendants.

Prior Appointments

This agreement will not affect the status of payment of fees for defense of indigent criminal defendants under a contract before the effective date of this Agreement.

Ability and Qualifications

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

Category 1

The murder Case is considered complete after the trial is completed and a verdict is received. The Court will pay the proposal amount for each assigned case plus any additional charges allowed by this agreement.

Hon. John G. McBain, Chief Circuit Court Judge

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

Court Appointed Attorney Agreement

Mr. George D. Lyons



**Agreement to Provide Court-Appointed Attorney Services in Felony Defendants
Between Jackson County and Mr. Ronald J. Fabian**

This Agreement is a result of the County's Request for a Proposal and the accepted Proposal of the attorney.

Attorney: I AGREE to:

1. Be a member 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.
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9. Perform duties in conformity with MCR 6.005(H) – Scope of appointed trial lawyer's representation.
10. Report any conflict of interest immediately to Court Administration in writing.
11. Be able to practice regularly in front of three Circuit Judges with criminal dockets without requiring the disqualification of the assigned judge.

Term of Agreement: The term of this agreement is from February 16, 2011 to December 31, 2013.

Mr. Ronald J. Fabian is approved for 1 case.

Unless this contract is extended, new appointments will not be made after the expiration of this term. The attorney will be expected to complete the cases that were made during the term of this contract even if those cases extend beyond the closing date for assignment of new cases. Additional cases may be added at the discretion of the Circuit Court Judges with the attorney's consent.

Backup:

The 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 back-up in the event the primary attorney is unavailable. The approved backup is Corey L. McCord. A substituted backup shall be approved by the Chief Circuit Court Judge in advance.

Last Revised on January 31, 2011

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Conflict of Interest:

Any attorney who learns of a conflict of interest must immediately report that, in writing or e-mail, to the assigned judge and the Circuit Court Administration Office. The Circuit Court Administration Office will arrange for a replacement attorney. Attorneys cannot reassign the cases among themselves or trade cases.

Replacement of Attorney:

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Prior Appointments

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Ability and Qualifications

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Category 1

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Hon. John G. McBain, Chief Circuit Court Judge

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

Court Appointed Attorney Agreement

Mr. Ronald J. Fabian

JACKSON COUNTY PARKS

Memorandum

To: Adam Brown, Interim County Administrator
From: Brandon Ransom, Parks Director
Date: January 28, 2011
Re: Capital Improvements Project Recommendation

The Jackson County Board of Commissioners approved a one-time capital improvement allocation of \$200,000 for use in the parks at their December, 2010 meeting. Half of the approved amount was delegated to improving the Cascade Falls. The BOC requested that the Parks Board make a recommendation for the use of the remaining \$100,000.

The following recommendation was made at the January 19, 2011 Parks Board meeting:

Moved by Way, supported by Rand to recommend approval to the BOC that the one-time allocation of \$100,000 set aside by the County BOC be used to rebuild the shower/restroom facility at Swain's Lake Campground. Motion Carried.

The shower/restroom facility at Swain's Lake is 30 years old and well past average life expectancy. The building is in poor condition and does not allow for easy accessibility as it was built before any of the ADA accessibility guidelines were in place. This recommended project is a part of the Parks Department's 5 year plan. Replacement of this facility would vastly improve the overall appeal of the campgrounds and park at Swain's Lake.



LOCAL HEALTH DEPARTMENT GRANT CONTRACT
BETWEEN THE
MICHIGAN DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENT
AND JACKSON COUNTY HEALTH DEPARTMENT

This Grant Contract ("Contract") is made between the Michigan Department of Natural Resources and Environment, (MDNRE), Environmental Resource Management Division (ERMD) ("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 189 of 2010**. This Contract is subject to the terms and conditions specified herein.

Project Name: Local Health Department Master Grant Contract

Amount of grant: \$57,453

% of grant state \$55,897 / % of grant federal \$1.556

Start Date (date executed by MDNRE): 10/01/2010 End Date: 09/30/2011

GRANTEE CONTACT:

Ted Westmeier, 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

38-6004845

Federal ID number

STATE'S CONTACT:

Pam Green

Name/Title

Water Resource Management Division

Division/Bureau/Office

P.O. Box 30241

Address

Lansing, MI 48909-7741

Address

517.241.1261

Telephone number

517.373.2040

Fax number

greenp3@michigan.gov

E-mail address

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

FOR THE GRANTEE:

Signature

Date

Name/Title

FOR THE STATE:

Signature

Date

Liane J. Shekter Smith, P.E., Chief, Environmental Resource
Management Division

Name/Title

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 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 15* |
| 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 1.

(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 drawings, designs, 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.

(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.

(D) Nothing in this Contract should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees 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 45 CFR 1185; 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 this 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 or self-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. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement 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 1 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, [unless otherwise specified in Appendix A].

(C) The State will approve payment requests after approval of reports and related documentation as required under this Contract.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Contract may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

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, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or 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 subcontract 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 Michigan Department of Labor and 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 that, 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.

FEDERALLY FUNDED PROGRAM-SPECIFIC BOILERPLATE

XXII FEDERAL FUNDING REQUIREMENTS

A maximum of \$ \$1.556 or 3 % of total disbursements, is funded with Federal Funding. See Program Funding Section XXXI for funding by individual program. By accepting this contract, the grantee agrees to comply with the requirements of the Statutory Authority and the requirements of the Regulatory Authority found in the Program Funding Section XXXI. 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 Natural Resources and Environment at the following address:

**Michigan Department of Natural Resources and Environment
Finance and Business Services Division
Federal Aid Section
P.O. Box 30473
Lansing, MI 48909**

Or, the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html.)

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.

XXIII CONSULTANT CAP

Payment to consultants. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2009, the limit is \$587.20 per day and \$73.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices),

Sub agreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

XXIV COPYRIGHTED MATERIAL

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, EPA has the right to reproduce, publish, use and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Governmental purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or

act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

XXV DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 40 CFR 36.300

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_08/40cfr36_08.html

XXVI MBE/WBE REQUIREMENTS

In accordance with the USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE) in procurement under assistance programs, contained in 40 CFR, Part 33, 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%

Pursuant to 40 CFR, Section 33.301, the recipient agrees to the following good faith efforts whenever procuring construction, equipment, services and supplies under this agreement, and to ensure that sub-recipients, loan recipients and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, whether the

requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes whenever possible, positing solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce in finding DBEs.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. The reports must be submitted to the Project Manager semiannually for the periods ending March 31 and September 30. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. EPA Form 5700-52A may be obtained from the program manager or on the Internet at www.epa.gov/ogd/forms/forms.htm

The recipient agrees to comply with the contract administrations provisions of 40 CRF, Section 33.302, which establishes that a prime contractor must pay its subcontractor by 30 days after the grant recipient has made payment.

XXVII PROCUREMENT OF RECYCLED PRODUCTS

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

XXVII RECYCLED PAPER

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January, 24, 2007,) the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of the agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms which are printed on recycled paper and are available through the General Services Administration.

XXVIII SMALL BUSINESS IN RURAL AREAS

By accepting this agreement, the recipient agrees to comply with Section 129 of Public Law 100-590, the Small Business Administration reauthorization and Amendment Act of 1988. Therefore, if the recipient awards a contract under this assistance agreement, it will utilize the following affirmative steps relative to Small Business in Rural Areas (SBRAs):

- a. Placing SBRAs on solicitation lists;
- b. Ensuring the SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs.
- e. Using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. Requiring the contractor, if it awards subcontracts, to take the affirmative steps in subparagraphs a. through e. of this condition.

XXIX HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

XXX SUBAWARDS

- a. The recipient agrees to:
 - (1) Establish all subaward agreements in writing;
 - (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
 - (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
 - (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
 - (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
 - (6) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
 - (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EOA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf> Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section (a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.aspx#b>
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

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.

XXXI PROGRAM FUNDING

Program A - Noncommunity (Type II):

Index 33600

1. Water Supply Requirements –PCA 48066; Amount \$45,547
Funding Source: State Restricted
2. Operator Certification - PCA 48403; Amount \$656 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 2002. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.
3. Capacity Development – PCA 48032; Amount \$900 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 FS97548707 and the grant is funded with Federal funds from the EPA awarded in 2005. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31 & 35, subpart L.

Program B - Long-Term Monitoring:

Index 33600 PCA 30744-454789-00; Amount \$6,600 Funding Source: State Restricted

Program C – Great Lakes Beach Monitoring:

Index , PCA , 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 CU00E259-01 and the grant is funded with Federal funds from the EPA awarded in 2007. By accepting this contract, the grantee agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

Program D - Public Swimming Pool Requirements:

Index 33600 PCA 48804; Amount \$2,100 Funding Source: State Restricted

Program E - Septage Requirements:

Index 33600 PCA 48602, Amount \$850 Funding Source: State Restricted

Program H – Campground Requirements:

Index 33600 PCA 48905; Amount \$800 Funding Source: State Restricted

County of Jackson

Facilities Department

Memorandum

To: Personnel and Finance Committee

From: Ric Scheele
Director of Fleet/Facilities Operations

Date: 1/25/2011

Re: Office of the Sheriff Patrol Vehicle Request

We have an approved budget request for four new patrol vehicles, plus one patrol vehicle funded by the secondary road patrol grant and a marine patrol vehicle funded with DNRE grants. I recommend this purchase.

The following vehicles will be removed from the Sheriff's fleet and evaluated against other fleet vehicles. The same number of vehicles will be disposed of as mandated by County policy.

- 2009 Crown Victoria, 93,941 miles transmission slips, rear differential and electrical problems,
- 2009 Crown Victoria, 95,164 miles, transmission slipping
- 2009 Crown Victoria, 87,692 miles, transmission slipping, rear differential noise and front suspension issues
- 2008 Crown Victoria, 93,233 miles, front suspension and steering issues
- 2007 Crown Victoria, 125,900 miles, rear end collision damage, including damage to the rear differential.
- 1995 GMC Truck, 88,641 miles, transmission is going bad; engine does not idle very well or run on all cylinders, advanced underbody rust typical of a truck used for marine patrol.

The cost of each patrol vehicle through the State of Michigan mideal contract (Gorno Ford of Westland MI) is \$21,740.00 per vehicle (\$108,700.00 total) and the marine truck is \$26,319.00.



JACKSON COUNTY

OFFICE OF THE SHERIFF

212 W. Wesley St. Jackson, Michigan 49201 Telephone (517) 768-7900

Daniel H. Heyns
Sheriff

Thomas G. Finco
Undersheriff

Date: 1/10/2011
To: Ric Scheele
Cc: Undersheriff Tom Finco
From: Steven Rand
RE: 2011 Patrol Car Purchase

The Office of the Sheriff is seeking the replacement of 6 patrol vehicles this upcoming year. We propose that the following vehicles be replaced due to a combination of high mileage, damages and costly repairs:

Car (Year)

511 (2009) mileage: 93,941 transmission slips, rear end problems and electrical issues
513 (2009) mileage: 95,164 transmission slips
SUM2 (2009) mileage: 87,692 transmission slips, rear end noise and front suspension
TM4 (2008) mileage: 93,233 transmission slipping, front end suspension and steering issues
GLV1 (2007) mileage: 125,900 rear end repairs needed along with rear end damage from crash that are in excess of the value of the vehicle
Marine Truck (1995) current mileage: 88,641 the transmission is slipping in high gear and whining in low gear. The vehicle is 15 years old and rusting in many places.

The above is a snapshot of the current state of the patrol fleet. As you are aware, the time between when an order is placed and delivery of these vehicles will likely be months. The above mileage is only the current mileage and will be much higher at the time of changeover. If more detailed information is needed please let me know. Any effort to repair the above vehicles would far exceed their current value. I sincerely appreciate your consideration in this matter.

The price for 2011 patrol cars is at \$21,740 each. The proposed vehicle to replace the Marine Truck is a Ford Expedition that is much better suited as a multi-purpose vehicle. This vehicle will be paid for using DNR grant funds from the State of Michigan. MI Deal price for this vehicle is \$26,319.

STATE OF MICHIGAN 12TH JUDICIAL DISTRICT COURT

Tamara J. Bates, Court Administrator
312 South Jackson Street □ Jackson, Michigan 49201
517-768-6801 □ Fax 517-788-4262
www.d12.com
tbates@co.jackson.mi.us

TO: Adam Brown, Interim County Administrator
Gerard Cyrocki, Finance Officer

SUBJECT: Financial Management

RE: Drunk Driving Assistance Funds (MCL 257.625h)
Community Corrections Grant
Weatherwax Grant

DATE: January 31, 2011

Consistent with past practice, the Honorable R. Darryl Mazur, Chief Judge, has requested that the balance of the following funds be carried over to budget year 2011:

| | | |
|-----------------|--------------------------|--------------|
| 402.978.978.915 | Drunk Driving Assistance | \$204,369.17 |
| 101.354.685.050 | Community Corrections | \$2,578.52 |
| 101.354.685.060 | CC Ins Fees | \$591.83 |
| 101.354.685.040 | CC Reimbursement | \$57.78 |
| 101.354.685.041 | CC Reimbursement Lab | \$758.00 |
| 101.136.625.020 | Weatherwax | \$2,024.00 |

Please advise me when the adjustments have been made.

Cc: Hon. R. Darryl Mazur, Chief Judge

**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**

TO: Mr. Adam Brown
FROM: Charles M. Adkins *CMA*
DATE: Jan. 28, 2011
RE: Technology Fund and Equipment Fund 402 Rollover

Judge McBain and I would like to request the annual rollover of remaining funds in the Court Technology and 402 Equipment accounts.

The balances at year end were:

978051 Court Technology: \$ 7,603.00
978131 Circuit Equipment: \$ 5,207.09

The carryover funds are used for continuing court technology replacement and upgrades .

**COUNTY OF JACKSON
Parks-Carryovers Fund 245
2010**

| LINE ITEM | | | | | | | |
|-----------|-------|---------|---------------------|----------------|--------|-----------|-------|
| FUND | DEPT. | ACCOUNT | ACCOUNT DESCRIPTION | CURRENT BUDGET | Actual | Carryover | Total |

[illegible]

REASONING:

| | FY2010 | FY2011 |
|-----------------------------------|--------|--------|
| Carry-overs from FY2010 to FY2011 | | |

DEPT HEAD

DATE _____

COMMITTEE DATE

BUDGET DIR

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM

DATE

COUNTY OF JACKSON
Parks-Carryovers Fund 247
2010

[illegible]

| |
|-----------------------------------|
| REASONING: |
| Carry-overs from FY2010 to FY2011 |
| |
| |
| |
| |

DEPT HEAD _____

DATE _____

BUDGET DIR _____

DATE _____

COMMITTEE _____ DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

COUNTY OF JACKSON
Parks-Carryovers Fund 248
2010

| LINE ITEM | | | | | Carryover |
|-------------------------------|-------|---------|---------------------|-------------------------------|-----------|
| FUND | DEPT. | ACCOUNT | ACCOUNT DESCRIPTION | | |
| <u>Sparks Park Renovation</u> | | | | | |
| Revenue | | | | | |
| 248 | 100 | 699 | 0 | Transfer in from Fund Balance | 89,310 |

| | | | | | | | | |
|---------|-----|-----|-----|----------------|--|--|--|--------|
| | | | | | | | | |
| Expense | | | | | | | | |
| 248 | 100 | 978 | 000 | Capital outlay | | | | 89,310 |
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|-----------------------------------|
| REASONING: |
| Carry-overs from FY2010 to FY2011 |
| |
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| |

DEPT HEAD _____

DATE _____

COMMITTEE _____ DATE _____

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____



JACKSON COUNTY
Information Technology
Connie J. Frey, Director

120 W. Michigan Avenue
Jackson, MI 49201
PH: 517-768-6717
FAX: 517-780-4759

TO: Adam Brown, Interim Administrator/Controller
FROM: Connie Frey, IT Director
DATE: February 3, 2011
RE: Carry Over Amounts for 2011 Budget Year

I would like to request the carry over the amount of \$128,953 in the account 402 978258 and the Imaging Project balance of \$187,973 in the account 402-978701 to the Budget Year 2011. The Imaging project has been approved and the \$128,953 is for software licensing and equipment. No other funds were allocated for 2011 for the 402 account as the current projects were expected to cross over into the next budget year.

I please contact me if you require any further information. Your cooperation is greatly appreciated.



Jackson County Health Department

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

Phone (517) 788-4477

Fax (517) 788-4256

To: Board of Commissioners
County Administration

From: Ted Westmeier
Director/Health Officer

Re: Maternal Infant Health Program (MIHP)
Request for Two Part Time Social Workers

Date: January 25, 2011

The Maternal Infant Health Program (MIHP) is a statewide program administered by our department designed to serve all women with Medicaid health insurance who are pregnant and all infants with Medicaid. MIHP provides support to promote healthy pregnancies, good birth outcomes and healthy infants. Registered Nurses, Licensed Social Workers and Registered Dietitians are the team of professionals that provide necessary interventions based on the beneficiary's plan of care. Referrals to other local community services are made and transportation services are provided as needed. We are reimbursed for our services through billing Medicaid and through Medicaid Cost Based Reimbursement (MCBR).

The nursing and dietitian staff are either full or part time however the licensed social workers that work in the program are casual. We are experiencing an increase in referrals resulting in an increased demand for staffing. The best option is to convert our two casual social workers to part time, which will create increased staff capacity. In reviewing the revenue/expense report for the MIHP program over the past five years (attached for 2006 thru 2010), the revenue has exceeded direct expenditures by almost \$375,000. The annual variation depends on the payment of the MCBR by the State. Increased staffing costs (\$18,137 for FY 2011, \$27,000 annually) will be offset by increased revenue through direct billing and the MCBR.

Therefore, we are requesting that the Board authorize two part-time Licensed Social Worker positions (two .7 FTE positions or 28 hours each) for the Health Department which will replace two casual Licensed Social Workers at 19 hours each.

If there are any questions do not hesitate to contact me. I have attached supporting documentation as well as the necessary budget adjustments. Thank you.

An Equal Opportunity Employer

Accounting
788-4487

Environmental Health Division
788-4433

Health Education
788-4655

Personal & Preventative
Health
788-4420



Jackson County Health Department

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

Phone (517) 788-4477

Fax (517) 788-4256

An Equal Opportunity Employer

Accounting
788-4487

Environmental Health Division
788-4433

Health Education
788-4655

**Personal & Preventative
Health**
788-4420

| MIHP Budgets (2006-2010) | | | | | Prepared 12/29/10 | |
|--------------------------|----------------------|--------------------|----------------------|--------------------|-------------------|------------------|
| | BUDGETED REVENUES | ACTUAL REVENUES | BUDGETED EXPENSES | ACTUAL EXPENSES | BUDGETED NET | ACTUAL NET |
| FY 9/30/06 | \$374,911 | \$185,019 | \$460,590 | \$429,848 | -\$85,679 | -\$244,829 |
| FY 9/30/07 | \$545,045 | \$553,798 | \$451,545 | \$376,379 | \$93,500 | \$177,419 |
| FY 9/30/08 | \$277,000 | \$713,194 | \$334,486 | \$310,686 | -\$57,486 | \$402,508 |
| FY 9/30/09 | \$387,975 | \$363,095 | \$392,317 | \$344,165 | -\$4,342 | \$18,929 |
| FY 9/30/10 | \$400,500 | \$340,459 | \$365,926 | \$320,125 | \$34,574 | \$20,334 |
| 5 YEAR TOTALS | \$1,985,431 | \$2,155,565 | \$2,004,864 | \$1,781,203 | -\$19,433 | \$374,361 |

MIHP Revenues have been distorted during this 5 year period by problems with the Federal audit of the MCBR program, delaying the payments from one year to the next. (221301-677040)

Problems in the Medicaid program preventing the timely billing of MIHP visits also distort the yearly results. (221301-630120)

Actual Expenses have been less than Budgeted Expenses in each of the 5 years shown above.

This program has netted the Health Dept over \$350,000 over the 5 years shown above.

**AMENDMENT NUMBER 2011-1 TO THE
JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM BYLAWS**

Amendment Number 2011-1 to the Jackson County Employees' Retirement System Bylaws (the "Plan") is made this ____ day of _____, 2011.

In order to correct a scrivener's error in the January 1, 2010 restatement of the Plan, the second paragraph of Section 10(3)(d) of the Plan is amended in its entirety, effective as of January 1, 2010, to read as follows:

Notwithstanding the foregoing, the DROP accounts of non-union Members of Benefit Group General electing to participate in the DROP on or after February 17, 2010 and union Members of Benefit Group General electing to participate in the DROP on or after January 1, 2010 shall be credited with interest credit at an annual rate equal to the Nominal Rate of Return on Smoothed Value for the relevant Plan Year (as set forth in the Asset Summary portion of the Retirement System's Annual Actuarial Valuation) minus 1.0%, provided however that such Members' DROP accounts shall be credited with interest credit at a minimum annual rate of 4.0%.

Executed on the date first written above.

Jackson County

By:_____

Its:_____

COMMISSIONERS:

MARVIN L. JESTER

Chairperson

ANTHONY L. PHILIPPS

Vice Chairperson

JOHN D. HURD

Member

MICHAEL J. RAND, JR.

Member

MICHAEL M. JONES

Member



KENNETH R. STRAUB

Managing Director

JOSEPH M. MICHALSKY, P.E.

Director of Engineering

RONALD L. WOHLFORD, C.P.A.

Director of Finance/Clerk

DAVID B. SMITH

Director of Operations

January 19, 2011

Adam Brown,

According to PA 51, one of the responsibilities of the County Board of Commissioners is to confirm the auditors selected by, as well as paid, by the Jackson County Road Commission. As you may know, we sent out RFP's and advertised in November, 2010 for audit proposals for four years, and we received six proposals for audit services. After reviewing the firm's proposals, the Jackson County Road Commission selected the CPA firm Rehmann Robson located in Jackson to perform the audit for 2010 through 2013.

Please ask the County Board of Commissioners to confirm the audit firm of Rehmann Robson for the Road Commission at the Board's earliest convenience. If there are any questions, please let us know at any time.

Sincerely,

Kenneth R. Straub

Managing Director

Jackson County Road Commission

Sincerely,

Ronald L. Wohlford, CPA

Director of Finance/Clerk

Jackson County Road Commission

Your Local Road Professionals

2400 North Elm Road, • Jackson, Michigan 49204-1125

Telephone: (517) 788-4230 or 1 (800) 718-3537 • Fax: (517) 788-4237

<http://www.jcrc-roads.org>

County of Jackson
Facilities Department

Memorandum

To: Personnel and Finance Committee

From: Ric Scheele
Director of Fleet/Facilities Operations

Date: 2/3/2011

Re: Requesting a Resolution of Approval for Addendum to Lease No. 11221-2006 between the County of Jackson, MI and the State of Michigan (Department of Corrections) located at 1697 Lansing Avenue

Attached is the proposed lease addendum to Lease No. 11221-2006 for the Department of Corrections (DOC) Parole Unit located at the Northlawn building. The DOC had requested additional space due to increased activity and found the 1,757 square feet of vacant space in the suite located above them on the 2nd floor of the Northlawn Building will meet their needs.

Leasing the additional space will increase our rent revenue by \$1196.47 monthly through September 2012 (from \$3,142.53 a month to \$4,339.00 a month), and then by \$1243.77 monthly (from \$3,268.23 a month to \$4,512.00 a month) through the end of the lease in April of 2017.

Because this was revenue and not any additional expense, the contract was already executed. The State is now asking for a resolution to validate the contract.

I recommend approval for this request.



ADDENDUM TO LEASE

between

COUNTY OF JACKSON
A Governmental Unit

and the

STATE OF MICHIGAN

ADDENDUM # 1, to Lease No. 11221-2006, by and between County of Jackson as Lessor, whose address is Jackson County Tower Building, 120 West Michigan Avenue, Jackson, Michigan 49201, and the State of Michigan for the Department of Corrections, as Lessee, for property located at Northlawn Building, 1697 Lansing Avenue, 1st and 2nd floor, Jackson, Michigan.

The purpose of this Addendum is to provide for expansion of an additional 1,757 usable square feet on the second (2nd) floor for a revised total of 6,373 usable square feet of office space on the 1st and 2nd floors and to adjust the rent accordingly, and update the current notification provision of the lease.

The following Article II, Paragraph 2.1A, shall be added to this Lease:

2.1A – Effective July 1, 2010 or upon completion of renovations through April 30, 2017, the Lessor leases to the Lessee and additional 1757 usable square feet of space on the 2nd floor for a revised total of 6373 square feet located on the first and second floors, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A-1". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

Article V, Paragraph 5.4, 5.4A, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:

5.4 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2009, through 11:59 p.m. June 30, 2010, at the rate of Thirty Seven Thousand Seven Hundred Ten and 36/100 dollars (\$37,710.36) per year, payable in installments of Three Thousand One Hundred FortyTwo and 53/100 dollars (\$3,142.53) per month.

COPY

5.4A - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. July 1, 2010, through 11:59 p.m. September 30, 2012, at the rate of Fifty Two Thousand Sixty Eight and 00/100 dollars (\$52,068) per year, payable in installments of Four Thousand Three Hundred Thirty Nine and 00/100 dollars (\$4,339) per month.

5.4B - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. October 1, 2012, through 11:59 p.m. April 30, 2017, at the rate of Fifty Four Thousand One Hundred Forty Four and 00/100 dollars (\$54,144) per year, payable in installments of Four Thousand Five Hundred Twelve and 00/100 dollars (\$4,512) per month.

Article XII, Paragraph 12.1, of this Lease, is deleted in its entirety with the following text being inserted in lieu thereof:

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor

County of Jackson
Jackson County Tower Building
120 West Michigan Avenue

Jackson, Michigan 49201
E-mail: rtreache@co.jackson.mi.us
Telephone: 517-768-6624
Fax: 517-708-4755

Lessee

Deborah M. Roberts, Interim Director
Real Estate Division
Michigan Department of Technology,
Management & Budget
530 West Allegan Street
Lansing MI 48933

CC to Department of Corrections

Department of Corrections
Finance
Grandview Plaza – 5th Floor
2060 East Michigan Avenue
Lansing, Michigan 48913

The notice shall be deemed effective as of Noon, Eastern Time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

This Lease Addendum shall not be binding or effective on either party until approved by the Lessor, Lessee, Department of Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 et seq. (Management and Budget Act), this Lease and any subsequent amendments to it shall also require

approval of the Joint Capital Outlay Subcommittee of the Legislature. The effective date of this Lease Addendum is the date that the last State Governmental approval is obtained as set forth on the signature page.

The Lease terms, as modified by Addendum, apply to any renewal options, if exercised.

Except as herein provided, all other provisions of the original Lease apply to this Addendum.

Add Enclosure A-1, 1 page.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: County of Jackson

 Date: 10/22/10
Signature

Print Name: James E. Shotwell, Jr.
Title: Chairman

State of Michigan, County of Jackson.

The forgoing instrument was acknowledged before me on this 22nd day of Oct.,

2010, by James E. Shotwell, Jr.

The Chairman of the Board of County Commissioners, Jackson County.

Soni K. Johnson, Notary Public in the County of Jackson.

Acting in the County of Jackson, State of Michigan.

My commission expires 8-22-2013.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Corrections

Signature Date: _____

Print Name:

Title:

State of Michigan, County of _____.

The forgoing instrument was acknowledged before me on this _____ day of _____,

2010, by _____
Type or print name(s) of person(s) signing this document

the _____, for the Michigan Department of Corrections.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee:

Signature Date: _____

Deborah M. Roberts
Interim Director, Real Estate Division
Department of Technology, Management & Budget

State of Michigan, County of Ingham

The foregoing instrument was acknowledged before me on this ____ day of _____, 2010, by Deborah M. Roberts, Interim Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

This Lease Addendum has been approved as to legal form by the Michigan Attorney General _____

This Lease was approved by the Michigan State Administrative Board on

Form Updated: 5-17-2010

Item #

RESOLUTION (02-11.6)
**Authorizing the Jackson County Board of Commissioners Chair,
James E. Shotwell, Jr., to Sign Addendum to Lease No. 11221-
2006 Between the County of Jackson, Michigan, and the State of
Michigan (Department of Corrections)**

WHEREAS, the County of Jackson has vacant space in the Northlawn Building where the State of Michigan Department of Corrections (DOC) Parole Unit is already leasing space; and

WHEREAS, the Department of Corrections Parole Unit requested additional space due to increased activity; and

WHEREAS, the 1,757 square feet of vacant space at the Northlawn building will meet the needs of the Department of Corrections; and

WHEREAS, leasing the additional space to the DOC will increase the county's rent revenue by \$1,196.47 monthly through September 2012, and then by \$1,243.77 monthly through the end of the lease in April 2017; and

WHEREAS, because this request involved only revenue and no additional expense, the contract was executed; and

WHEREAS, the State of Michigan Department of Corrections Parole Unit requests a resolution from the County to validate the contract.

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby approves the Addendum to Lease No. 11221-2006 between the County of Jackson, Michigan, and the State of Michigan Department of Corrections Parole Unit and authorizes Board Chair James E. Shotwell, Jr., to sign on behalf of the Jackson County Board of Commissioners

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
February 15, 2011




Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

February 9, 2011

To: Board of Commissioners

From: Adam Brown, Interim Administrator/Controller 

Subject: Addendum to Lease No. 1121-2006 between the County of Jackson and the State of Michigan (Department of Corrections)

In regard to the Addendum to Lease No. 1121-2006, concern was expressed at the P&F meeting on February 7, 2011, that the information on the original contract reflected the prior Administrator/Controller's information.

Please be assured that the Department of Corrections has been informed of the contract's changed point of contact information.

| Prepared 1/24/11- RRP | | SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/11) | | |
|---|--------------------|--|------------|--------------------|
| | | Health Department | | |
| Expenditure Accounts | Current Budget | Increases | Decreases | Amended Budget |
| 221100 - ADMINISTRATION | \$810,779 | | | \$810,779 |
| 221160 - HEALTH EDUCATION | \$207,117 | | | \$207,117 |
| 221175 - EMERGENCY PREPAREDNESS | \$141,641 | | | \$141,641 |
| 221180 - EMERGENCY PREPAREDNESS PHASE III | \$105,500 | | | \$105,500 |
| 221200 - ENVIRONMENTAL HEALTH | \$583,162 | | | \$583,162 |
| 221300 - COMMUNICABLE DISEASE PREVENTION | \$210,524 | | | \$210,524 |
| 221301 - MATERNAL INFANT HEALTH PROGRAM | \$326,434 | \$18,137 | | \$344,571 |
| 221310 - IMMUNIZATIONS | \$341,688 | | | \$341,688 |
| 221312 - EARLY ON | \$145,125 | | | \$145,125 |
| 221313 - SEXUALLY TRANSMITTED DISEASES (STD) | \$157,596 | | | \$157,596 |
| 221320 - INFANT MORTALITY & PREVENTION | \$65,810 | | | \$65,810 |
| 221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES | \$121,319 | | | \$121,319 |
| 221417 - HEARING & VISION | \$98,416 | | | \$98,416 |
| 221451 - MEDICAID OUTREACH & ADVOCACY | \$156,507 | | | \$156,507 |
| 221460 - WOMEN, INFANTS, CHILDREN (WIC) | \$585,091 | | | \$585,091 |
| 221575 - SOIL EROSION | \$52,623 | | | \$52,623 |
| 221612 - EARLY ON STIMULUS | \$87,120 | | | \$87,120 |
| 221616 - AIDS COUNSELING & TESTING | \$37,434 | | | \$37,434 |
| 221630 - TOBACCO REDUCTION COALITION | \$18,820 | | | \$18,820 |
| 221634 - IMMUNIZATION ACTION PLAN | \$74,870 | | | \$74,870 |
| 221635 - CAR SEAT PROGRAM | \$60,925 | | | \$60,925 |
| 221655 - TEEN PREGNANCY PREVENTION | \$50,633 | | | \$50,633 |
| BALANCE TO COUNTY BUDGET | | | | |
| Total | \$4,439,134 | \$18,137 | \$0 | \$4,457,271 |

Increase in Expenditures by **\$18,137**

| Prepared 1/24/11- RRP | | SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/11) | | |
|---|--------------------|--|------------|--------------------|
| | | Health Department | | |
| Revenue Accounts | Current Budget | Increases | Decreases | Amended Budget |
| 221100 - ADMINISTRATION | \$874,062 | | | \$874,062 |
| 221160 - HEALTH EDUCATION | \$77,279 | | | \$77,279 |
| 221175 - EMERGENCY PREPAREDNESS | \$153,368 | | | \$153,368 |
| 221180 - EMERGENCY PREPAREDNESS- PHASE III | \$117,588 | | | \$117,588 |
| 221200 - ENVIRONMENTAL HEALTH | \$726,558 | | | \$726,558 |
| 221300 - COMMUNICABLE DISEASE PREVENTION | \$48,916 | | | \$48,916 |
| 221301 - MATERNAL INFANT HEALTH PROGRAM | \$410,000 | \$18,137 | | \$428,137 |
| 221310 - IMMUNIZATIONS | \$317,362 | | | \$317,362 |
| 221312 - EARLY ON | \$143,000 | | | \$143,000 |
| 221313 - SEXUALLY TRANSMITTED DISEASES (STD) | \$76,994 | | | \$76,994 |
| 221320 - INFANT MORTALITY & PREVENTION | \$65,440 | | | \$65,440 |
| 221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES | \$140,758 | | | \$140,758 |
| 221417 - HEARING & VISION | \$54,735 | | | \$54,735 |
| 221451 - MEDICAID OUTREACH & ADVOCACY | \$111,645 | | | \$111,645 |
| 221460 - WOMEN, INFANTS, CHILDREN (WIC) | \$797,700 | | | \$797,700 |
| 221575 - SOIL EROSION | \$35,385 | | | \$35,385 |
| 221612 - EARLY ON STIMULUS | \$83,242 | | | \$83,242 |
| 221616 - AIDS COUNSELING & TESTING | \$18,318 | | | \$18,318 |
| 221630 - TOBACCO REDUCTION COALITION | \$20,000 | | | \$20,000 |
| 221634 - IMMUNIZATION ACTION PLAN | \$71,884 | | | \$71,884 |
| 221635 - CAR SEAT PROGRAM | \$44,900 | | | \$44,900 |
| 221655 - TEEN PREGNANCY PREVENTION | \$50,000 | | | \$50,000 |
| BALANCE TO COUNTY BUDGET | | | | |
| Total | \$4,439,134 | \$18,137 | \$0 | \$4,457,271 |

Increase in Revenues by **\$18,137**

1/24/11

To: Ted Westmeier
Health Officer, JCHD

Budget Adjustment Request (FEBRUARY, 2011) for FYE 9/30/11

REQUEST SUMMARY:

It is my recommendation that the Health Department request budget adjustments, increasing both revenues and expenses totaling **\$18,137**, all for the MIHP Program (Orgkey 221301). No additional county allocation funding is being requested at this time.

Recommended Changes in JCHD Programs:

For **Orgkey 221301 (Maternal Infant Health Program)**, the additional expense proposed would be created by converting 2 casual employees each working 19 hours per week (Mary Smetana & Jamie Langley) to part-time employees each working 28 hours per week. There should be corresponding increases in Medicaid revenues generated by the extra hours of service. Both employees have been in this program at JCHD for a number of years & have seen other employees hired in as part-time or full-time employees.

We are asking for Board approval of a 1.4 FTE increase required for the conversion of these 2 casuals to part-time status.

By separate e-mail attachment, I will send an Excel file with a summary of the proposed adjustments to revenues & expenditures, and also a 5 year historical summary of this program. Upon your approval, I will also forward to Gerard the electronic or paper copies of complete detail schedules for the requested changes.

Please let me know if you would like any further information to submit to the Personnel & Finance Committee or to the Administrator's Office.

Rex R. Pierce
JCHD Financial Services Manager

COUNTY OF JACKSON
JAIL MILLAGE FUND-BUDGET ADJUSTMENT
EXPENSE
2011

| LINE ITEM | | | | | | | | |
|-----------|-------|---------|-----|---------------------------|----------------|----------|----------|----------------|
| FUND | DEPT. | ACCOUNT | | ACCOUNT DESCRIPTION | CURRENT BUDGET | INCREASE | DECREASE | AMENDED BUDGET |
| | | | | | | | | - |
| 280 | 100 | 965 | 369 | TRANSFER OUT-DEBT SERVICE | 873,000 | | 36,000 | 837,000 |
| | | | | | | | | - |
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| | | | | | | | | - |
| | | | | | | | | - |
| | | | | | 873,000 | - | 36,000 | 837,000 |

| |
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| |
| REASONING: |
| TO REFLECT DECREASE IN DEBT SERVICE COST OF JAIL BOND AS A RESULT OF REFI |
| |
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| |
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| |
| |

DEPT HEAD **KAREN CIOFFMAN**

DATE _____

COMMITTEE DATE

BUDGET DIR _____

DATE _____

ADMIN _____ DATE _____

BOARD OF COMM _____ DATE _____

**COUNTY OF JACKSON
JAIL MILLAGE FUND-BUDGET ADJUSTMENT
REVENUE
2011**

[illegible][illegible]

| | |
|------------|-----------------------|
| DEPT HEAD | KAREN CIOFFMAN |
| BUDGET DIR | |

DATE _____

DATE _____

| | |
|---------------|------------------|
| COMMITTEE | _____ DATE _____ |
| ADMIN | _____ DATE _____ |
| BOARD OF COMM | _____ DATE _____ |

Commissioner Board Appointments – February 2011

| <u>BOARD</u> | <u>NEW TERM EXPIRES</u> | <u>CURRENT MEMBER</u> | <u>APPLICANTS</u> | <u>COMMITTEE RECOMMENDED APPOINTMENTS</u> |
|--|---------------------------------|-----------------------|-------------------|---|
| <u>Brownfield Redevelopment Authority</u> | | | | |
| 1) One public member | 3/2014 | James Dunn | James Dunn | James Dunn |
| 2) One public member | 3/2014 | Dan Greer | Dan Greer | Dan Greer |
| 3) One public member | 3/2014 | Natalie Stopyak | Natalie Stopyak | Natalie Stopyak |
| <u>MSU Extension District Advisory Council</u> | | | | |
| 1) One Commissioner member | Indef. | | Jim Videto | Jim Videto |



Brownfield Redevelopment Authority
Of Jackson County

Served By The Enterprise Group

MEMO

Date: January 28, 2011
To: County Affairs/Agencies Committee
From: Debbie Kelly, BRA Staff
CC: Amy Torres, JCBRA Executive Director
Subject: County BRA Board Term Renewals

At their December 2, 2010 Board Meeting, the Jackson County Brownfield Redevelopment Authority (JCBRA) approved and recommended reappointment for three board members with terms expiring on March 31, 2011; James Dunn, Dan Greer and Natalie Stopyak. All wish to seek reappointment, if approved by the County Commissioners.

The JCBRA recommends reappointment of those three JCBRA Board Members for another three-year term and would like the County Affairs/Agencies Committee to address at their Monday, February 7, 2011 committee meeting, with the County Commission to consider taking action regarding their reappointment at their Tuesday, February 15, 2011 board meeting.

JCBRA Staff will be in attendance at the County Affairs/Agencies Committee Meeting on Monday, February 7, 2011 at 10:00 a.m. in case questions arise.

Thank you for your consideration.



Jackson County ADMINISTRATOR/CONTROLLER

Adam J. Brown, Interim Administrator/Controller

TO: Personnel & Finance Committee
Board of County Commissioners

FROM: Adam J. Brown
Interim Administrator/Controller

SUBJECT: Procurement of Executive Search Firm for Administrator/Controller Search

DATE: February 4, 2011

Motion Requested

Accept the Interim Administrator/ Controller's recommendation to approve a contract with Springsted Incorporated to conduct a search for the Jackson County Administrator/Controller for a not-to-exceed amount of \$21,250.

I. Background

- A. The Administrator/Controller Position was vacated on January 1, 2011.
- B. A request for proposals for an executive recruitment was issued on December 15, 2010. Proposals were received on December 29, 2010.

II. Current Situation

- A. **Response** - We received interest from 5 executive search firms, which included:
 - Bob Murray & Associates
 - Education Associates of Michigan, LLC
 - Ralph Andersen & Associates
 - Springsted Incorporated
 - Voorhees Associates LLC
- B. **First Cut** - The proposals were reviewed by the Interim Administrator/Controller, Finance Director, Parks Director, and Facilities Director. Of the five proposals, two finalists were identified for phone interviews.

- C. **Second Cut** – The Interim Administrator/Controller, Finance Director, and Facilities Director conducted one-hour interviews with Springsted Incorporated and Voorhees Associates. The selection team determined that Springsted Incorporated was the most responsive to the county's needs in terms of understanding the organization, their professional network, project team, marketing, experience with county searches, backgrounds with Michigan local government, and search tactics.

III. Analysis

- A. **Strategic** – We believe that Springsted Incorporated will be best suited to find a candidate that will progress the Board's Strategic Plan and continue a heritage of financial prudence this Board has established.
 - B. **Financial** – Springsted Incorporated's fee proposal is for \$16,250 in professional fees and a not-to-exceed reimbursement of up to \$5,000. The total not-to-exceed amount of this contract will be \$21,250.
 - C. **Timing** – Springsted Incorporated is prepared to move forward upon approval of the contract. A typical search will last approximately 90 to 120 days with additional time for the selected candidate to make the transition.
 - D. **Legal** – This recommendation is consistent with the Board's policy for the acquisition of professional services. The professional services policy allows the Board of Commissioners to make a recommendation based upon professional qualifications. A contract will be prepared for approval at the February 15, 2011 Board of Commissioners regular meeting.
- IV. **Recommendation** - Approve the Interim Administrator/ Controller's recommendation to approve a contract with Springsted Incorporated to conduct a search for the Jackson County Administrator/Controller for a not-to-exceed amount of \$21,250.

Attachment:
Springsted Proposal

AGREEMENT FOR EXECUTIVE SEARCH SERVICES

THIS AGREEMENT is made as of the 16th day of February 2011, by and between, Jackson County, Michigan ("Client") and Springsted Incorporated ("Consultant").

WHEREAS, the Client wishes to retain the services of the Consultant on the terms and conditions set forth herein, and the Consultant wishes to provide such services;

NOW, THEREFORE, the parties hereto agree as follows:

1. Services. Consultant shall provide executive search services to assist the Client with the recruitment and selection of a County Administrator/Controller consistent with the scope of services contained in Consultant's proposal dated December 29, 2010 which is provided in Attachment A and hereby made a part of this Agreement.
2. Compensation. The Client shall compensate the Consultant for these services at a professional fee of \$16,250 and out of pocket expenses not to exceed \$5,000, for a total of \$21,250 in the manner set forth in the January 12, 2011 cost proposal which is provided in Attachment B and hereby made part of this agreement.
3. Term and Termination. This Agreement shall commence as of the date hereof, and shall continue until terminated by either party by written notice given at least 14 days before the effective date of such termination, provided that no such termination shall affect or terminate the rights and obligations of each of the parties hereto with respect to any project, whether or not complete, for which the Consultant has provided services prior to the date that it received such notice. In the event that the Agreement is terminated by either party, the Consultant will submit an invoice for services performed through the effective date of termination.
4. Indemnification; Sole Remedy. The Client and the Consultant each hereby agree to indemnify and hold the other harmless from and against any and all losses, claims, damages, expenses, including without limitation, reasonable attorney's fees, costs, liabilities, demands and cause of action (collectively referred to herein as "Damages") which the other may suffer or be subjected to as a consequence of any act, error or omission of the indemnifying party in connection with the performance or nonperformance of its obligations hereunder, less any payment for damages made to the indemnified party by a third party. Notwithstanding the foregoing, no party hereto shall be liable to the other for Damages suffered by the other to the extent that those Damages are the consequence of: (a) events or conditions beyond the control of the indemnifying party, including without limitation changes in economic conditions; (b) actions of the indemnifying party which were reasonable based on facts and circumstances existing at the time and known to the indemnifying party at the time the service was provided; or (c) errors made by the indemnifying party due to its reliance on facts and materials provided to the indemnifying party by the indemnified party. Whenever the Client or the Consultant becomes aware of a claim with respect to which it may be entitled to indemnification hereunder, it shall promptly advise the other in writing of the nature of the claim. If the claim arises from a claim made against the indemnified party by a third party, the indemnifying party shall have the right, at its expense, to contest any such claim, to assume the defense thereof, to employ legal counsel in connection therewith, and to compromise or settle the same, provided that any compromise or settlement by the indemnifying party of such claim shall be deemed an admission of liability hereunder. The remedies set forth in this paragraph shall be the sole remedies available to either party against the other in connection with any Damages suffered by it.
5. Confidentiality; Disclosure of Information.
 - a. Client Information. All information, files, records, memoranda and other data of the Client which the Client provides to the Consultant or which the Consultant becomes aware of in the performance of its duties hereunder ("Client Information") shall be deemed by the parties to be the property of the Client. The Consultant may disclose the Client Information to third parties in connection with the performance by it of its duties hereunder.
 - b. Consultant Information. The Client acknowledges that in connection with the performance by the Consultant of its duties hereunder, the Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of the Consultant ("Consultant

Information"). The Client acknowledges that all Consultant Information, except reports prepared by the Consultant for the Client, is confidential and proprietary to the Consultant, and agrees that the Client will not, directly or indirectly, disclose the same or any part thereof to any person or entity except upon the express written consent of the Consultant.

6. Miscellaneous.

- a. Delegation of Duties. The Consultant shall not delegate its duties hereunder to any third party without the express written consent of the Client.
- b. No Third Party Beneficiary. No third party shall have any rights or remedies under this Agreement.
- c. Entire Contract; Amendment. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior written or oral negotiations, understandings or agreements with respect hereto. This Agreement may be amended in whole or in part by mutual consent of the parties, and this Agreement shall not preclude the Client and the Consultant from entering into separate agreements for other projects.
- d. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- e. Severability. To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.
- f. Notice. All notices required hereunder shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to the Client:

If to the Consultant, to:

Springsted Incorporated
380 Jackson Street
Suite 300
St. Paul, MN 55101-2887
Attention: Managing Principal

The foregoing Agreement is hereby entered into on behalf of the respective parties by signature of the following persons each of whom is duly authorized to bind the parties indicated.

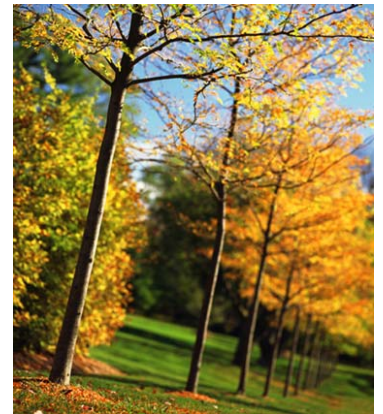
FOR CLIENT

SPRINGSTED Incorporated

Name, Title

Ms. Sharon Klumpp, Senior Vice President

Attachment A



Proposal

Jackson County, Michigan

Proposal to Provide Executive Recruitment Search Services

December 29, 2010

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LETTER OF TRANSMITTAL

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Mission Statement

Springsted provides high quality, independent financial and management advisory services to public and non-profit organizations, and works with them in the long-term process of building their communities on a fiscally sound and well-managed basis.

LETTER OF TRANSMITTAL

December 29, 2010

Mr. Adam J. Brown, Interim Administrator/Controller
Jackson County
Jackson County Tower Building
120 West Michigan Avenue
Jackson, Michigan 49201

Re: Request for Proposal to Provide Executive Recruitment Search Services

Dear Mr. Brown:

Springsted is pleased to present this proposal to assist Jackson County, Michigan in its search for a County Administrator/Controller. Hiring a county administrator has always been one of the most important decisions a county board makes; but today this decision carries even more weight, given the financial and service delivery challenges facing local governments and the demand for innovative thinking and results-oriented collaboration. Springsted is committed to conducting a thorough, well-executed search for Jackson County to identify and hire a County Administrator/Controller with proven leadership experience and management talent.

For nearly six decades, Springsted has provided high quality management consulting and financial services to local governments, including a variety of organizational management, human resources, financial and economic development projects for urban, suburban and rural counties. Notable among our county clients are Hennepin and Ramsey counties in Minnesota; Marathon and La Crosse counties in Wisconsin; and Arlington County, Virginia. Springsted also has been designated as a preferred provider by the North Carolina Association of County Commissioners and recently completed a successful executive director search for the Association of Minnesota Counties, further demonstrating our understanding of county government.

The Springsted team assigned to the Jackson County search has both Michigan roots and extensive knowledge of county government, including executive searches and a variety of organizational studies. Ms. Sharon Klumpp, the lead consultant, has previous experience as Assistant City Manager in Saginaw, Michigan and she has conducted executive searches in Minnesota for Ramsey County, Winona County and Crow Wing County; Ogle County, Illinois; and Arlington County, Virginia. Mr. Joe Murray, the project coordinator, served as City Manager in Linden, Michigan and conducted the Dodge County, Wisconsin search. Mr. David Unmacht, who directs Springsted's Organizational Management and Human Resources practice, has over 15 years' experience in county administration, serving most recently

as County Administrator for Scott County, Minnesota. He has conducted searches for Dakota and Steele counties in Minnesota.

Springsted has the professional experience and depth to assure Jackson County of a successful search. We commit to exceed your expectations from the beginning to the end of the search. We approach every search by establishing good two-way communication and trust with the governing body and providing thorough candidate research with attention to details.

We look forward to working with you on this most important project. If you have questions about this proposal, please contact Sharon Klumpp at 651.223.3053 or at sklumpp@springsted.com.

Respectfully submitted,

Sharon G. Klumpp, Senior Vice President
Consultant

David J. Unmacht, Senior Vice President
Director, Organizational Management/Human Resources

Joseph M. Murray, Vice President
Client Representative

bl

1. Firm Qualifications

Springsted is one of the largest and most established independent public sector advisory firms in the United States. For over half a century, we have continually grown in the range of our local government relationships, the comprehensiveness of our services and our prominence within the industry. From our beginnings as a public finance firm, we have expanded into other service areas including organizational management consulting, human resources, and economic development. Our managed growth reflects the needs of local governments and the importance of providing them with a balance of national perspective and regional expertise.

Springsted is a women-owned business and is certified as a Women's Business Enterprise ("WBE") by the City of Saint Paul, Minnesota and the Commonwealth of Virginia, Department of Minority Business Enterprises. Three employee-owners lead Springsted. Our headquarters are located in Saint Paul, Minnesota, with additional offices located throughout the Midwest and Mid-Atlantic states. Specifically, our regional offices include Milwaukee, Wisconsin; Des Moines, Iowa; Kansas City, Missouri; Richmond, Virginia; and Denver, Colorado.

General Statement of Executive Search Experience

As management consultants, Springsted plays an important role in helping local governments address their organizational and management needs. Extensive knowledge and background in the fields of public management, municipal finance, human resource management and local government operations are Springsted hallmarks. Each team member has many years of local government experience in a variety of areas of expertise. This familiarity with the public sector helps us respond to the unique qualities of each local government, thus improving the quality and relevance of our services.

Because Springsted's management consulting practice serves many counties and cities across the country, we can provide Jackson County with an unsurpassed understanding of the issues and opportunities facing county government today and into the future. Local governments seek our assistance in the recruitment and selection of administrators and senior managers because of our ability to understand and articulate their needs, our knowledge of qualified candidates and the hands-on governmental experience of our consulting staff.

Our firm has conducted 119 executive searches in the last five years, with counties accounting for 30 percent of these searches. We take great pride in our ability to present a diverse pool of highly qualified candidates to local governments for their consideration and our ability to encourage talented individuals who are satisfied with their current employment to apply for our searches.

Consulting Experience

The qualifications of the consultant team assigned to the Jackson County project are summarized below. Full resumes are provided in Appendix I.

Sharon G. Klumpp, Senior Vice President, who specializes in organizational and management consulting for public agencies, will be the lead consultant on this project. Since joining Springsted, she has conducted over 45 executive searches. In addition to seven years of local government consulting experience, Ms. Klumpp has extensive government experience, having held a variety of positions including Executive Director of the Metropolitan Council, Associate Executive Director for the League of Minnesota Cities, City Administrator for Oakdale, Minnesota and Assistant City Manager in St. Louis Park, Minnesota and Saginaw, Michigan. Ms. Klumpp is a member of the International City/County Management Association (ICMA) and has served as the chair of the Ramsey County Charter Commission. She holds a master's in public administration from the University of Kansas and a bachelor's degree in political science from Miami University (Ohio).

Joseph M. "Joe" Murray, Vice President, will ensure project coordination and oversight for the County's search. He will also play a key role in assisting in the recruitment and assessment of candidates. Mr. Murray is located in our Milwaukee office and works with cities and counties in the Upper-Midwest and therefore has considerable knowledge of the issues they face. He completed the successful recruitment of Dodge County, Wisconsin's first county administrator in Fall 2008. Mr. Murray is a member of the International City/County Management Association (ICMA) and has over 19 years of management experience, including working in Prince William County, Virginia and 15 years as a Municipal Manager, including serving as the Village Manager of Greendale, Wisconsin, City Manager of Linden, Michigan, and City Administrator of Grain Valley, Missouri. He holds a master's degree in public administration from the University of Kansas and a bachelor's degree in public administration from Western Michigan University.

David J. Unmacht, Senior Vice President and Consultant, is director of Springsted's Organizational Management/Human Resources group. Mr. Unmacht will assist Ms. Klumpp in the recruitment and evaluation of candidates and serve as Ms. Klumpp's backup on the project. Mr. Unmacht brings more than one decade of county administration experience, having worked for Scott and Dakota Counties in Minnesota. He has also worked as City Manager in Prior Lake and City Administrator in Belle Plaine, Minnesota. He guides local governments in budget and resource planning, organizational and leadership development, staff/elected official relations, human resources, intergovernmental collaborations, comprehensive planning and growth management, communication strategies, facilitation services and strategic planning. Mr. Unmacht is a member of the International City/County Management Association (ICMA) He has a master's in public administration from Drake University in Iowa and a bachelor's degree in business administration and political science from Wartburg College in Iowa.

2. Method

Springsted's executive search services will provide Jackson County with a well-defined and strategically-focused process that gets results. A brief description of this process is outlined below:

1. **Position analysis**—Springsted works with the County to identify and define the experience, skills, knowledge and abilities the ideal candidate will need to address current issues and accomplish future goals. Using this information, we prepare a position profile that identifies the qualifications the County desires in its next County Administrator/Controller and serves as our primary marketing brochure.
2. **Recruit and targeted outreach**—Springsted develops a customized recruitment strategy for the County that includes placing job ads with local government professional associations and public administration schools, as well as outreach to prospective local, regional and national candidates who will receive a personal contact from Springsted about the County Administrator/Controller opportunity.
3. **Applicant screening and evaluation**—Springsted conducts an impartial and objective review of each application to determine those applicants who most closely meet the County's desired qualifications. We conduct in-depth telephone screening interviews to expand upon each candidate's background and experience, particularly in those areas important to the County, and verify the candidate's level of interest in the position. These interviews provide an important opportunity for Springsted to highlight the professional opportunities associated with this position and to identify the candidate's motivation for seeking this position, which may be helpful later in developing an employment offer.
4. **Presentation of candidates**—Springsted prepares written candidate reports explaining how each candidate meets the County's established qualifications and why the candidate is seeking the position. Written candidate reports also include a review of information found through Internet searches and preliminary references.
5. **Selection of finalists**—Springsted meets with the County Board to present the candidates and answer questions. The governing body selects the candidates who will be invited to interview. At this meeting, Springsted also presents options for the design of the interview process to the County Board. We recommend an inclusive, multi-tiered interview process that provides candidate feedback from designated County department heads and/or community leaders for the County Board's consideration in selecting its top candidate(s).
6. **Reference and background records checks**—Springsted contacts references and conducts a thorough background records check, which includes state and national criminal and civil history, driver's license review, educational verification and a credit check.
7. **Interviews**—Springsted works with the County Board of Commissioners and designated County staff to design and coordinate the interview

process. We develop the evaluation tools for the County Board and structure a process for the Board to receive feedback from others who have contact with the candidates. A Springsted consultant is in attendance at the interviews and will assist the County Board in narrowing the field of candidates who will be invited to a second interview or in selecting the top candidate(s).

8. **Employment negotiations**—After the County Board identifies its top candidate, Springsted will assist in developing an employment offer. We will negotiate an employment agreement with the successful candidate in accordance with direction received from the County Board and with input from the County Board’s legal counsel.
9. **Ongoing services**—Springsted’s commitment to Jackson County does not stop after the Board’s appointment of a County Administrator/Controller. We are available throughout the first year to facilitate discussion about performance issues, should they arise.
10. **Guarantee** – Springsted is also committed to finding the County a quality candidate, as such we also commit to performing another executive search if the new County Administrator/Controller voluntarily resigns or is dismissed for cause during the first 12 months of employment. The guarantee search and other ongoing services are provided at no additional cost to the County, other than reimbursement for actual direct expenses we incur.

3. Schedule

TENTATIVE TIMETABLE JACKSON COUNTY, MICHIGAN COUNTY ADMINISTRATOR/CONTROLLER SEARCH PROCESS

The tentative timetable provides an approximation of the schedule for filling the County Administrator/Controller position. If selected, the timetable will be modified to fit the County's needs. Dates involving the County Board appear in bold italics.

| Project Milestone | Proposed Date |
|---|----------------------------------|
| Notice to Proceed | Week of January 18, 2011 |
| <i>Interviews (County Commissioners, department heads and others as designated)</i> | <i>Week of January 31, 2011</i> |
| <i>Position Analysis and Profile Development Completed/ Approved</i> | <i>Week of February 21, 2011</i> |
| Recruitment and Placement of Ads | Week of February 21, 2011 |
| Applicant Screening /Telephone Interviews Begin | March 11, 2011 |
| <i>Applicant/Candidate Information to the County Board</i> | <i>March 25, 2011</i> |
| <i>County Board Selects Final Candidates</i> | <i>Week of April 4, 2011</i> |
| Reference Checks Completed | April 15, 2011 |
| Background Records Check Completed | April 15, 2011 |
| Candidate Interviews | Week of April 18 or 25, 2011 |
| <i>Candidate Interviews (Second Round)</i> | <i>Week of May 2, 2011</i> |
| <i>Offer Made/Accepted, Agreement Approved by the County Board</i> | <i>Week of May 2, 2011</i> |
| Projected Start Date (30 to 60 day notice from current employer) | Early June – Early July, 2011 |

4. References

Springsted encourages you to contact these references. Other references are available upon request.

Ramsey County, Minnesota

County Manager

Gail Blackstone, Director of Human Resources

651.266.2737

Jim McDonough, Commissioner

651.214.2141 (cell)

Association of Minnesota Counties

Executive Director

Jim McDonough, Past President

651.214.2141 (cell)

Crow Wing County, Minnesota

County Administrator

Tami Laska, Director of Human Resources

218.824.1019

Ogle County, Illinois

County Administrator

Ed Rice, Commissioner

815.751.4414 (cell)

Dodge County, Wisconsin

County Administrator

Russell Kottke, Chair

920.386.3603

James Mielke, County Administrator

920.386.4251

City of Marshfield, Wisconsin

City Administrator

Chris Meyer, Mayor

715.384.2919

City of Racine, Wisconsin

Public Health Administrator

Scott Letteney, Deputy City Attorney

262.636.9115

5. Value Added Benefits of Working with Springsted

Selecting Springsted to conduct your executive search provides Jackson County with the following benefits:

- **Comprehensive & Structured Process** – Our process is comprehensive and seamless, reflecting our years of interaction with local government employers and prospective candidates.
- **Transparency** – Springsted comes to the County without having any preconceived notions or expectations about the County and prospective candidates. The Springsted team works closely with the County to make sure the process is transparent.
- **Confidentiality** – Prospective candidates know that their application will be kept confidential, allowing them to express interest in the position without jeopardizing their current employment. Our reputation for ensuring candidate confidentiality as permitted by state and local law means that Jackson County can count on maximizing the number of qualified candidates interested in the County Administrator/Controller position.
- **Candidate Recruitment** – Springsted actively recruits qualified candidates, drawing from our extensive personal and professional connections with capable individuals around the state, region and nation and assuring the County of its access to established managers and rising stars. The ability to widely recruit for prospective candidates is one of the primary benefits of using Springsted.
- **Focused Use of Commissioners' Time** – Springsted's comprehensive process incorporates the active participation of the County's commissioners at key steps in the process. Our process keeps elected officials fully advised and informed of all aspects of the process without requiring them to expend large amounts of time in the search process or to put aside other pressing issues facing the County.
- **Minimize Staff Disruption** – Springsted's search process also minimizes disruptions to County staff, some of whom may have additional duties in this time of transition. Because conducting a thorough search can be time-consuming, Springsted's involvement allows staff to stay focused on their primary and assigned functions.
- **Thorough Evaluation of Candidates** – The County seeks a County Administrator/Controller of both sound professional and personal character. Springsted's process includes a thorough evaluation of the final candidates, including detailed information from references and a careful review of background records.
- **Guarantee** – Springsted provides a 12 month guarantee that if the selected candidate is either terminated for cause or leaves voluntarily during this period, Springsted will conduct another search free of charge, except for actual out-of-pocket expenses. We believe that the candidates we place should remain with the organization for a long period of time. For that reason, we do not actively recruit individuals we have placed with an organization for other position.

APPENDIX I

Team Member Resumes

Sharon G. Klumpp
Senior Vice President
Consultant

Sharon Klumpp is an organization and management consultant, specializing in organizational and departmental studies, human resource management and executive search for public agencies. She also assists governing bodies and senior-level managers in the development, execution and evaluation of strategic plans.

Ms. Klumpp has extensive experience in serving government. She has served as Executive Director of the Metropolitan Council, a seven-county regional planning agency for the Twin Cities, and as Associate Executive Director for the League of Minnesota Cities. Her experience also includes serving as City Administrator in Oakdale, Minnesota and as Assistant City Manager in both St. Louis Park, Minnesota and Saginaw, Michigan. Her private sector experience includes serving as the chief administrative officer for the Minneapolis office of a major global engineering and design firm.

Ms. Klumpp also served as an adjunct instructor at Walden University, where she taught public administration and organizational change in the University's School of Management. She served two terms on the Ramsey County Charter Commission and was chair for two years.

Education

University of Kansas, Lawrence, Kansas

Masters of Public Administration

Miami University, Oxford, Ohio

Bachelor of Arts in Political Science

Affiliations

International City/County Management Association

International Public Management Association for Human Resources

Joseph M. Murray
Vice President
Client Representative

Joseph M. (Joe) Murray served in municipal government for more than 19 years, including more than 15 years as a municipal manager. Mr. Murray has significant experience as a city administrator, city manager and village manager in Wisconsin, Michigan and Missouri. He also worked for the City of Overland Park, Kansas and Prince William County, Virginia. Prior to joining Springsted in 2007, he worked for over nine years as the Village Manager of the Village of Greendale, Wisconsin. Mr. Murray has served in communities experiencing rapid growth as well as mature communities focusing on redevelopment.

Due to the high regard he has earned in the management profession and the breadth of his experience, Mr. Murray was elected by his peers to serve on the Board of the Wisconsin City/County Management Association (WCMA). He is a skilled management professional who is able to listen to a client's issues and concerns, research and evaluate viable options and present innovative and creative solutions that can be successfully implemented.

As Vice President for Springsted in our Milwaukee, Wisconsin office, he serves communities in the upper Midwest. Mr. Murray assists clients in developing programs and services to maximize efficient and effective financial management. The wide scope of his public sector service gives him a hands-on understanding of the many challenges facing cities, villages, counties and their service delivery. He has successfully addressed economic development issues, inter- and intra-governmental organizational needs and financial and operational issues. Mr. Murray also has considerable experience with difficult human resource issues, including labor contract negotiations.

Education

University of Kansas, Lawrence, Kansas

Master of Public Administration

Western Michigan University, Kalamazoo, Michigan

Bachelor of Science in Public Administration, with a minor in Finance

Professional

International City Management Association (ICMA)

Wisconsin City/County Management Association (WCMA)

Board of Directors, 2006 to 2007

Kansas University City Managers In Training (KUCIMAT)

League of Wisconsin Municipalities (LWM)

Resolution Committee (2005-2007)

Lobbying Corps 2006 to 2007

Regional Telecommunications Commission (Milwaukee) (1998-2007)

Milwaukee Area Municipal Employers Association (MAMEA)

President (2000)

Wisconsin Economic Development Association (WEDA)

Wisconsin Government Finance Officers Association (WGFOA)

Municipal Treasurers Association of Wisconsin (MTAW)

David J. Unmacht
Senior Vice President
Consultant

Mr. Unmacht is the director of Springsted's Organizational Management/ Human Resources group. As a Consultant, he guides clients in areas including budget and resource planning, organizational and leadership development, staff/elected official relations, human resources, intergovernmental collaborations, comprehensive planning and growth management, communication strategies, facilitation services and strategic planning.

Prior to joining Springsted, Mr. Unmacht served for 11 years as Administrator for Scott County, Minnesota. Prior to that, he was Deputy County Administrator in Dakota County, City Manager in Prior Lake and City Administrator in Belle Plaine, Minnesota. While with Scott County, Mr. Unmacht oversaw a budget of \$100 million, a workforce of approximately 700 and a population of 125,000. During his tenure, the County was awarded the Association of Minnesota Counties Achievement Award five times for a program, person or service. He also paved the way for the creation of the Scott County Association for Leadership and Efficiency (SCALE), and was involved in many program and service enhancements, including countywide and regional cooperation opportunities.

His main focuses have been creating and maintaining strong organizational cultures and establishing excellent labor/management relations. By emphasizing a leadership-focused training and development foundation, Mr. Unmacht has successfully guided the communities he's worked with toward both economic growth and a strong customer service focus.

Mr. Unmacht is a frequent writer, speaker and panelist for conferences and training groups. He has been recognized with the Excellence in County Government Award by the Minnesota Association of County Administrators and the Manager of the Year Award by the Minnesota City/County Management Association. Mr. Unmacht has also served as President of the Minnesota City/County Management Association.

Education

Drake University, Des Moines, Iowa

Master of Public Administration

Wartburg College, Waverly, Iowa

Bachelors in Business Administration and Political Science

Affiliations

International City Management Association

Minnesota City/County Management Association

Professional

Credentialed Manager, ICMA Management Certification

Participant, Senior Executive Institute, University of Virginia



January 12, 2011

Mr. Adam J. Brown, Interim Administrator/Controller
Jackson County
Jackson County Tower Building
120 West Michigan Avenue
Jackson, Michigan 49201

Re: Cost Proposal to Provide Executive Recruitment Search Services

Dear Mr. Brown:

We appreciate Jackson County's consideration of Springsted's proposal to provide executive recruitment search services and we are very interested in assisting the County with its search for a County Administrator. Springsted is committed to working with the County to manage this project as efficiently as possible. We are also willing to negotiate the proposed scope of services and modify this cost proposal as necessary to be responsive to the County's needs.

Springsted will provide the services described in the December 29, 2010 proposal for a professional fee of \$16,250. We estimate that the direct costs for project expenses including, but not limited to, advertising, travel related to four (4) site visits, background records checks for three (3) finalists, overnight messenger deliveries, photocopying and mailing will not exceed \$5,000. All direct project costs incurred by Springsted will be invoiced to the County at actual cost. Springsted's total not-to-exceed price for this project is **\$21,250**.

The County will be invoiced for these services as follows:

- 50 percent of the professional services fee and expenses to date, following the presentation of candidates
- 50 percent of the professional services fee and the balance of expenses upon the adoption of an employment agreement with the successful candidate

Please feel free to contact me at 651.223.3053 if you have questions about our cost proposal. On behalf of the Springsted project team, we look forward to working with Jackson County on this important recruitment.

Sincerely,

Sharon G. Klumpp, Senior Vice President
Consultant