

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

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## **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**

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## **ELECTED OFFICIALS**

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

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## **COUNTY STAFF**

**Michael Overton, Administrator/Controller**  
**Adam Brown, Deputy Administrator**  
**Charles Adkins, Circuit Court Administrator**  
**Tammy Bates, District Court Administrator**  
**Andy Crisenbery, Friend of the Court**  
**Gerard Cyrocki, Finance Officer**  
**Connie Frey, IT Director**  
**Brandon Ransom, Parks Director**  
**Teresa Hawkins, Youth Center Director**  
**TBD, Equalization Director**  
**Crystal Dixon, Human Resources Director**  
**Dr. John Maino, Medical Director**  
**Kent Maurer, Airport Manager**  
**Ric Scheele, Director-Fleet & Facilities Opns.**  
**Matt Shane, MSU Ext.-District Coordinator**  
**Marce Wandell, Department on Aging Director**  
**Dave Welihan, Veterans Affairs Officer**  
**Ted Westmeier, Health Officer**

## **County Commission Agenda** **February 21, 2012**

### **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 21, 2012**  
**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** – *by Chairman Steve Shotwell*
2. **INVOCATION** – *by Commissioner Carl Rice, Jr.*
3. **PLEDGE OF ALLEGIANCE** – *by members of the Hanover Horton Boy Scout Troup 134*
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS** – None.
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES**
11. **MINUTES** - Minutes of the 1/17/11 Regular Meeting of the Jackson County Board of Commissioners

Attachments:

\*1/17/11 Regular Meeting Minutes

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

**A. County Policy**

1. **Revised – Fiscal Policy 1110 – Interest Allocation**

Attachments:

\*Fiscal Policy 1110

2. **Revised - Policy 1050 – Budget Adjustments**

Attachments:

\*Fiscal Policy 1050

**B. County Affairs & Agencies**

**3. Resolution (02-12.4) Parma Village Refunding**

Attachments:

- \*Memo from Drain Commissioner
- \*Memo from Mika Meyers Beckett & Jones regarding Refunding
- \*Refunding Bonds Information
- \*Resolution (02-12.4) to Approve and Recommend Bond Resolution and Related Documents

**C. Human Services – None.**

**D. Personnel & Finance**

**4. Resolution (02-12.3) Adopting HIPPA Compliance Amendments**

Attachments:

- \*Memo from Human Resources regarding HIPPA Compliance Amendments
- \*Resolution (02-12.3)
- \*Amendment No. 3 to Cafeteria Plan
- \*Amendment No. 1 – Non-POAM
- \*Amendment No. 1 - POAM

**5. New Vehicle Purchases for Sheriff Department**

Attachments:

- \*Memo from Director of Fleet & Facilities Operations

**6. Phone System Upgrade**

Attachments:

- \*Memo from Information Technology Director and GIS Coordinator
- \*VOIP Network
- \*Suntel Contract
- \*Suntel Proposal A
- \*Scope of Work

**7. Agreement Between Jackson County and the Jackson County Conservation District**

Attachments:

- \*Agreement between Jackson County and the Jackson County Conservation District
- \*Memo from Deputy Administrator

**8. Budget Adjustments**

- Sheriff Department
- Health Department Computer Purchase
- Enhanced 911 Act Grant Program
- Parks
- District Court – Amendment #1 to Agreement between Michigan Supreme Court State Court Administrative Office and the 12<sup>th</sup> District Court

Attachments:

- \*Sheriff Department Budget Adjustment
- \*Memo from Deputy Administrator
- \*Memo from Information Technology Director
- \*Email Announcing Grant
- \*Memo from Parks Director
- \*Parks Budget Adjustment
- \*Amendment #1 to Agreement

**E. Other Business**

**9. Claims – 12-1-11 – 12-31-11 and 1-1-12 – 1-31/12**

Attachments: None.

**13. STANDING COMMITTEES**

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

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

**1. Appointments**

- a. **Emergency Management Advisory Council** – one city council member, term term to 12/2013
- b. **Department on Aging Advisory Council** – one public member, term to 12/2012
- c. **Mid-South Substance Abuse Commission** – one Commissioner member, term to 12/2013

Attachments:

- \*Commissioner Board Appointments
- \*Applications

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

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

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Tentative Agreement – AFSCME**

Attachments: A handout will be provided at the meeting

16. **Board Retreat Session 2**

17. **PUBLIC COMMENTS**

18. **COMMISSIONER COMMENTS**

19. **CLOSED SESSION**

A. **Discuss a Legal Matter**

B. **Discuss a Personnel Matter**

20. **ADJOURNMENT**

**MINUTES**  
**JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING**  
**January 17, 2012**  
**7:00 p.m.**  
**County Commission Chambers**

1. **CALL TO ORDER** – *by Chairman Steve Shotwell*

Chairman Steve Shotwell called the January 17, 2012, Jackson County Board of Commissioners Meeting to order at 7:00 p.m.

2. **INVOCATION** – *by Commissioner Dave Lutchka*

3. **PLEDGE OF ALLEGIANCE** – *by Lizzi Pine, student at Jackson Area Career Center and Grass Lake High School*

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

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

(1) Absent. Commissioner Smith.

5. **APPROVAL OF AGENDA**

Administrator/Controller Overton asked that POLC Negotiations Tentative Agreement Summary be added. Item will be added as 15. C. under New Business.

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

6. **AWARDS & RECOGNITIONS** – None.

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

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

9. **PUBLIC COMMENTS**

Charity Steere asked the Board to thank Director Heyns for initiating the cleaning up and demolition of Camp Waterloo. The Board should do this by resolution.

Mark Munich applauded the efforts of Director Heyns to look into Camp Waterloo. In his conversation with Heyns he said he does not have any resources to follow it through. He recommends the Board adopt a resolution to the State to request funding from the legislature.

John Wilson said there are better uses for the County and City than to be fighting in litigation over the storm water fee issue.

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

11. **MINUTES** - Minutes of the 12/13/11 Regular Meeting of the Jackson County Board of Commissioners

*Moved by Mahoney, supported by Rice to Approve the Minutes of the 12/13/11 Regular Meeting of the Jackson County Board of Commissioners.* Motion carried.

12. **CONSENT AGENDA**

Cmr. Way asked that item 12. D. 7. Transportation Agreement between the County of Jackson and the City of Jackson Transportation Authority be pulled from the Consent Agenda. Item will be moved to Item 13. D. 1. under Personnel and Finance.

*Moved by Mahoney, supported by Duckham for Approval of the Consent Agenda as Amended.* Roll Call: (11) Yeas. Motion carried unanimously.

A. **County Policy** – None.

B. **County Affairs & Agencies**

1. **Henrietta Public Safety Communication Radio Tower**
2. **Resolution (01-12.2) Authorizing Purchase of an Easement (Parcel #108-Vanderburg) for the Runway 7-25 Safety Area Project at the Jackson County Airport**
3. **Revised 2011 Apportionment Report**

C. **Human Services**

4. **Department on Aging Advisory Council By-Law Revisions**

D. **Personnel & Finance**

5. **Retiree Health Insurance Elimination for Post January 1, 2008 Non Union Employees**
6. **Non-Union Employee Health Insurance Cost Share Change**
7. ~~**Transportation Agreement between the County of Jackson and the City of Jackson Transportation Authority**~~
8. **Approve Creation of Teen Pregnancy Prevention Coordinator and Eliminate Health Educator Position**
9. **Quit Claim Deed**

E. **Other Business**

10. **Claims** – December claims were not available due to year end. They will be presented in February for payment.

13. **STANDING COMMITTEES**

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

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

1. **Appointments**

- a. **Mid-South Substance Abuse Advisory Council** – two public members, terms to 1/2014

Commissioner Lutchka stated that the committee recommended Jeffrey Grantham Sr. and Dennis Peck. No other nominations from the floor. Jeffrey Grantham Sr. and Dennis Peck appointed.

- b. **Emergency Management Advisory Council** – terms to 12/2013

- Michigan State Police Jackson Post Commander or representative

Commissioner Lutchka stated that the committee recommended Sgt. Cathy Fitzgerald. No other nominations from the floor. Sgt. Cathy Fitzgerald appointed.

- Sheriff or representative

Commissioner Lutchka stated that the committee recommended Sheriff Steve Rand. No other nominations from the floor. Sheriff Steve Rand appointed.

- c. **Region 2 Area Agency on Aging** – one public member, term to 4/2012

Commissioner Lutchka stated that the committee recommended Patricia Spink. Cmr. Duckham nominated Carole Corbin. Roll Call: (9) Spink. Cmr. Herl, Lutchka, Rice, Alexander, Videto, Mahoney, Way, Elwell, and Shotwell. (2) Corbin. Cmr. Duckham and Williams. Patricia Spink appointed.

- d. **Retirement Board** – one Chair appointment, term to 5/2014

Commissioner Lutchka stated that the committee recommended Marce Wandell. No other nominations from the floor. Marce Wandell appointed.

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

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

1. **Transportation Agreement between the County of Jackson and the City of Jackson Transportation Authority**

Discussion held.

*Moved by Videto, supported by Lutchka to Approve the Transportation Agreement between the County of Jackson and the City of Jackson Transportation Authority.*  
Roll Call: (11) Yeas. Motion carried unanimously.



*Moved by Mahoney, supported by Videto to have the Administrator/Controller return in February through the Committee process with an analysis of a possible increase for hours served.* Roll Call: (11) Yeas. Motion carried unanimously.

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Accept Donation of \$6,000 from the Dorothy Blakely Foundation to be Designated for the Falling Water Trails**

*Moved by Mahoney, supported by Williams to Accept Donation of \$6,000 from the Dorothy Blakely Foundation to be Designated for the Falling Water Trails.* Motion carried unanimously.

B. **POAM Negotiations Tentative Economic Agreement Summary**

*Moved by Elwell, supported by Duckham to Approve POAM Negotiations Tentative Economic Agreement Summary.* Roll Call: (11) Yeas. Motion carried unanimously.

C. **POLC Negotiations Tentative Agreement Summary**

*Moved by Lutchka, supported by Mahoney for Approval of the POLC Negotiations Tentative Agreement Summary.* Roll Call: (11) Yeas. Motion carried unanimously.

16. **PUBLIC COMMENTS** – None.

17. **COMMISSIONER COMMENTS**

Cmr. Lutchka mentioned that the Soil Conservation dinner is January 24 at Davis and Sons.

18. **CLOSED SESSION**

19. **ADJOURNMENT**

Chairman Shotwell adjourned the January 17, 2012 Meeting of the Jackson County Board of Commissioners at 7:31 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

# COUNTY OF JACKSON POLICY MANUAL

FISCAL

Policy No.  
1110

## INTEREST ALLOCATION POLICY

The County utilizes a “pooling of funds” concept to maximize investment returns. Therefore, the County will allocate interest as follows:~~shall allocate interest earnings back to the appropriate fund unless any of the following circumstances apply:~~

1. ~~The interest will be allocated to all funds as statutorily required, to be earned is anticipated to be less than \$1,000 on an annual basis;~~
2. ~~If the fund receives an appropriation from the General Fund, then interest will not be allocated. The fund receives an appropriation from the General Fund;~~
3. ~~The interest to be earned is anticipated to be greater than \$1,000 on an annual basis. Excludes certain other Funds due to conformity with standard financial principles and if in the opinion of County Treasurer the tracking of interest earning would prove to be too burdensome.~~

Upon discussion with the Treasurer, she forwarded the following note:

This threshold is in lieu of making onerous calculations for investment earnings and the expenses associated to generate those earnings, such as the costs of managing the investment portfolio, including but not limited to: investment management, accounting for the investment activity, custody of the assets, managing and accounting for the banking, receiving and remitting deposits, oversight controls, and indirect and overhead expense chargeback based upon actual labor hours worked in respective areas, just to mention a few.

Adopted: 05/16/00

Revised: 05/15/07, 02/21/12

## COUNTY OF JACKSON POLICY MANUAL

FISCAL

Policy No. 1050

### BUDGETARY ADJUSTMENT POLICY

#### Revenues

~~An~~ entity (as defined in Policy 1000) ~~may~~ receive additional revenues during the budget year ~~either~~ from increases in revenue generating line items ~~(for example, such as user fees, service charges, state shared revenues, etc.)~~. ~~Revenues may also be received~~ from a source that was not anticipated or projected in the original budget measure. ~~In these instances,~~ the Board of Commissioners reserves the right to appropriate ~~such these~~ revenues with consideration that one-time revenues ~~should shall~~ not be used for operating expenses but ~~shall be~~ retained in the Fund Balance or Budget Stabilization Fund.

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#### Expenses

Expenditure budgets will be available only for the fiscal period for which they are projected. Deferral of any capital expenditure budget to a succeeding year may be considered by the Board of Commissioners upon the recommendation of the Administrator/Controller.

~~The Contingency account is available for general purpose allocations for unforeseen expenditures and must be transferred by a budget adjustment authorized by the Board of Commissioners or this policy.~~

#### Budget Adjustments by the Administrator/Controller

Budget adjustments shall be submitted to the Administrator/Controller in writing. Budget adjustments up to \$10,000 may be authorized by the Administrator/Controller. Budget adjustments between \$10,000~~0.01~~ and \$25,000 will be approved by the Personnel and Finance Committee, ~~Budget budget~~ adjustments of \$25,000~~0.01~~ and over will be referred to the Personnel and Finance Committee and then to the Board of Commissioners for final action. This authority extends to new revenues, expenses, grants, and interdepartmental transfers.

Adopted: 05/16/00

Revised: 04/15/08, 09/23/08, 2/21/12





# Jackson County

## Office of County Drain Commissioner

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**TO:** County Affairs Committee  
Board of County Commissioners

**FROM:** Geoffrey Snyder  
Jackson County Drain Commissioner/Chairman of Jackson County Board of Public Works

**SUBJECT** Refunding of Series 2002A County Bonds for Village of Parma Water System

**DATE:** February 8, 2012

**Motion Requested:** Resolution to Authorize Issuance of Water Supply Facilities Refunding Bonds (Village of Parma Section), General Obligation Limited Tax, Series 2012

### I. Background

- A. In 2002 the County issued bonds in the amount of \$1,800,000 to fund the cost of public water system improvements for the Village of Parma.
- B. These bonds bear interest at rates ranging from 3.40% to 4.50% and mature annually on October 1 of each year in the years 2012 through 2021.

### II. Current Situation

- A. Interest rates in the municipal bond market have reached very low levels making it feasible to refinance the existing bond issue by issuing a new series of refunding bonds, thereby achieving savings in the cost of debt service in the range of \$75,000 to \$85,000.

### III. Analysis

- A. **Strategic.** Authorization of the refunding bonds at this time will enable the County to take advantage of current low interest rates. The intent is to sell the new bonds on a negotiated basis using Leonard & Company as a placement agent, Bendzinski & Co. as financial advisor, and Mika Meyers Beckett & Jones as bond counsel to the County.
- B. **Financial.** A refunding analysis prepared by Leonard & Company projects debt service savings in the range of \$75,000 to \$85,000 after taking into account all expenses of issuing the new refunding bonds. The Village of Parma, which is responsible to the County for repayment of the bonds, will benefit from these savings.
- C. **Legal.** The proposed Resolution authorizes the issuance of the refunding bonds and directs the Chairman of the Board of Public Works and the County Administrator to

make final decisions with regard to the terms of the refunding bonds subject to parameters specified in the Resolution.

- D. **Timing.** It is the goal to sell, issue and deliver the refunding bonds prior to March 1, 2012 to enable the Series 2002A bonds to be redeemed (i.e. paid off) in full on April 1, 2012.

**IV. Alternatives**

Take no action and continue to pay current interest rates on the Series 2002A Bonds.

**V. Recommendation**

The Jackson County Board of Public Works at its meeting held on Monday, January 30, 2012, recommended adoption of the Resolution.

**Attachments:**

Resolution to Authorize Issuance of Water Supply Facilities Refunding Bonds (Village of Parma Section), General Obligation Limited Tax, Series 2012

# Mika Meyers Beckett & Jones PLC

900 Monroe Avenue NW Grand Rapids, MI 49503 Tel 616-632-8000 Fax 616-632-8002 Web [mmbjlaw.com](http://mmbjlaw.com)

## Attorneys at Law

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Of Counsel  
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Claude L. Vander Ploeg  
Ronald J. Clark  
Stephen J. Mulder  
Scott S. Brinkmeyer  
Scott D. Broekstra<sup>7</sup>  
  
Retired  
Veryl N. Meyers

Also Admitted In  
<sup>1</sup>Colorado  
<sup>2</sup>Delaware  
<sup>3</sup>Illinois  
<sup>4</sup>New York  
<sup>5</sup>Ohio  
<sup>6</sup>Pennsylvania  
<sup>7</sup>Texas  
<sup>8</sup>Wisconsin

January 24, 2012

Mr. Mike Overton  
Administrator  
County of Jackson  
120 West Michigan Avenue  
Jackson, MI 49201

Mr. Geoffrey W. Snyder  
Drain Commissioner  
County of Jackson  
120 West Michigan Avenue  
Jackson, MI 49201

Re: Proposed Refunding of Jackson County Water Supply Facilities (Village of Parma Section) Bonds, General Obligation Limited Tax, Series 2002A Bonds

Gentlemen:

At Geoff's direction, I have prepared appropriate resolutions and documents for consideration by the Village Council, the County Board of Public Works and the County Board of Commissioners to authorize the refunding of the County's Series 2002A Bonds which were issued in October 2002 for the benefit of the Village Water Supply System.

We have prepared these documents to authorize refunding of the Bonds in the manner contemplated by the Refunding Analysis prepared by Leonard Capital Markets and most recently updated on January 11, 2012. A copy of this Refunding Analysis is enclosed. Please note that this Refunding Analysis is preliminary only and the interest rates for the refunding will not be "locked in" until such time all as required actions have been taken by the Village Council and Jackson County, both by the Board of Public Works and the County Board of Commissioners. At the current time, we expect that the last of these approvals will take place at the County Board of Commissioners meeting on Tuesday, February 21. Immediately thereafter, the Bonds will be priced and sold and it will be at that time, assuming favorable market conditions, that the interest rates will get locked in.

In the January 11, 2012 Analysis, the savings are summarized on Page 4 and show that future savings, i.e. future reductions in debt service payments over the remaining term of the bonds through October 1, 2021 will total approximately \$87,000. In addition, a net present value calculation required by state law has been made to determine that the present value of these future savings is approximately \$77,000. Because the sizing of the bond issue has been

calculated by taking into account the cost of issuance of the bonds, these savings should be considered as “net” of the cost of issuance of the bonds. The estimated cost of issuance in the Leonard Capital Markets Analysis includes cost of issuance in the amount of \$25,000 and a placement fee payable to Leonard Capital Markets in the amount of \$10,050. Jon Wheatley of Bendzinski & Co. is preparing a final summary of issuance expenses and, thus, these, together with the projected future and net present value savings, should be considered, at the current time, to be estimates.

The Refunding Analysis contemplates redemption in full of the outstanding Series 2002A Bonds on the next available redemption date, which is April 1, 2012. Under the terms of the Series 2002A Bonds, a 30-day notice of redemption must be given. Therefore, the Refunding Bonds must be authorized, issued and delivered not later than March 1, 2012 in order to permit the Registrar for the Series 2002A Bonds to give the required 30-day prior notice of redemption.

In addition, at the current time the Village of Parma does not have qualified status to issue municipal securities, which is a prerequisite for the County to issue refunding bonds on behalf of the Village. The Village filed a Municipal Finance Qualifying Statement early last week and Jon Wheatley is coordinating review of this statement by the Michigan Department of Treasury to ensure, the extent possible, that qualified status will be obtained by the Village in sufficient time for pricing, sale and delivery of the Bonds by March 1. In the event that the Village is denied qualified status or cannot secure qualified status in time to accommodate this timetable, then issuance of these bonds will have to be deferred to a later date.

Accordingly, we contemplate the following timetable to accomplish this financing with the understanding, that has been communicated to me by Jon Wheatley, that the bonds will not need to be rated and that no official statement will be required for the bonds. The typical requirement for an official statement is expected to not apply to these bonds since the private placement of the bonds to a “sophisticated” institutional investor will be qualified as an exemption to this requirement.

Based on the foregoing, we contemplate the following timetable:

<b>MILESTONE</b>	<b>DATE</b>
Consideration of refunding request by Parma Village Council	Special Meeting Thursday, January 26
Consideration of financing and recommendation for approval to full County Board of Commissioners by Board of Public Works	Regular Meeting Monday, January 30 at 8 a.m.
Consideration of refunding proposal and resolution of County Board of Commissioners	Study Session Friday, February 10



Mr. Mike Overton  
Mr. Geoffrey Snyder  
January 24, 2012  
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<b>MILESTONE</b>	<b>DATE</b>
Village of Parma receives qualified status from Michigan Department of Treasury	On or before February 17, 2012
Consideration of proposed refunding resolution by appropriate County committees	Monday, February 20
Consideration of resolution to authorize issuance of refunding bonds by full County Board of Commissioners	Tuesday, February 21
Premarketing of bonds by Leonard Capital Markets as Placement Agent	Prior to February 21
Conclude sale of bonds	Wednesday, February 22
Execute bonds, closing documents and close sale of bonds	Wednesday, February 29 or Thursday, March 1
Bond Registrar for Series 2002A Bonds gives required 30-day notice of redemption	No later than March 1, 2012
Series 2002A Bonds redeemed in full	April 1, 2012

I have prepared and attached a Resolution to Authorize Issuance of Refunding Bonds. This resolution has attached to it as Exhibit A the form of Bond, as Exhibit B the form of Approval of Bond Terms, as Exhibit C the form of a Second Amendment to Bond Contract, and as Exhibit D the form of an Escrow Deposit Agreement. This resolution, once approved by the County Board of Commissioners serves as the authorization for a negotiated sale of the refunding bonds, using the services of Leonard Capital Markets as Placement Agent with the terms of the private sale subject to negotiation and approval by Bendzinski & Co. as Financial Advisor to the County.

Please note that Resolution to Authorize Issuance of Refunding Bonds includes in Paragraph 8 a pledge of County full faith and credit and, under the terms of Act 185, this resolution must be approved by a three-fifths vote of the full County Board in order to make such pledge effective.

I need to verify whether or not the County currently expects plans to issue more than \$10 million in tax-exempt securities in the calendar year 2012. This impacts the language in Paragraph 14 of the Resolution to Authorize Refunding Bonds in which the Refunding Bonds have been designated as qualified tax-exempt obligations.

Mr. Mike Overton  
Mr. Geoffrey Snyder  
January 24, 2012  
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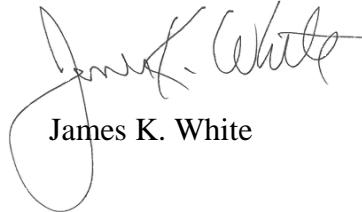
I have also prepared and attached the form of a resolution for the County Board of Public Works to approve and recommend the Bond Resolution and related documents to the full County Board for approval.

I have prepared these enclosed documents in contemplation that the Board of Public Works will consider its resolution at its upcoming regular meeting of Monday, January 30, 2012 followed thereafter by consideration of the Resolution to Authorize Issuance of Refunding Bonds (with attached exhibits) by the full County Board of Commissioners at its regular meeting on February 21, 2012 (preceded by appropriate committee and Committee of the Whole considerations of the matter).

At this time, I am available to attend the County Board of Public Works meeting on Monday, January 30 at 8 a.m. Geoff should confirm whether or not my attendance is desired. As an alternative, I could plan to participate with the Board of Public Works by telephone if that would be helpful.

If you have questions on these matters, please call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "James K. White", with a large, stylized loop at the bottom.

James K. White

sgc  
Enclosures  
By E-Mail

cc: Jim Jenkins, President, Village of Parma  
Katie Cotey, Clerk, Village of Parma  
Jon Wheatley, Bendzinski & Co.

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

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## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Sources & Uses

Dated 02/29/2012 | Delivered 02/29/2012

### Sources Of Funds

Par Amount of Bonds	\$1,340,000.00
Reoffering Premium	4,345.35
<b>Total Sources</b>	<b>\$1,344,345.35</b>

### Uses Of Funds

Deposit to Current Refunding Fund	1,307,156.25
Costs of Issuance	25,000.00
Placement Fee	10,050.00
Rounding Amount	2,139.10
<b>Total Uses</b>	<b>\$1,344,345.35</b>

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/29/2012	-	-	-	-	-
04/01/2012	-	-	2,592.22	2,592.22	-
10/01/2012	125,000.00	2.000%	14,581.25	139,581.25	142,173.47
04/01/2013	-	-	13,331.25	13,331.25	-
10/01/2013	115,000.00	2.000%	13,331.25	128,331.25	141,662.50
04/01/2014	-	-	12,181.25	12,181.25	-
10/01/2014	135,000.00	2.000%	12,181.25	147,181.25	159,362.50
04/01/2015	-	-	10,831.25	10,831.25	-
10/01/2015	135,000.00	2.000%	10,831.25	145,831.25	156,662.50
04/01/2016	-	-	9,481.25	9,481.25	-
10/01/2016	130,000.00	2.000%	9,481.25	139,481.25	148,962.50
04/01/2017	-	-	8,181.25	8,181.25	-
10/01/2017	130,000.00	2.000%	8,181.25	138,181.25	146,362.50
04/01/2018	-	-	6,881.25	6,881.25	-
10/01/2018	130,000.00	2.000%	6,881.25	136,881.25	143,762.50
04/01/2019	-	-	5,581.25	5,581.25	-
10/01/2019	150,000.00	2.125%	5,581.25	155,581.25	161,162.50
04/01/2020	-	-	3,987.50	3,987.50	-
10/01/2020	145,000.00	2.500%	3,987.50	148,987.50	152,975.00
04/01/2021	-	-	2,175.00	2,175.00	-
10/01/2021	145,000.00	3.000%	2,175.00	147,175.00	149,350.00
<b>Total</b>	<b>\$1,340,000.00</b>	<b>-</b>	<b>\$162,435.97</b>	<b>\$1,502,435.97</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$7,044.11
Average Life	5.257 Years
Average Coupon	2.3059825%
Net Interest Cost (NIC)	2.2442948%
True Interest Cost (TIC)	2.2316048%
Bond Yield for Arbitrage Purposes	2.2316048%
All Inclusive Cost (AIC)	2.7778698%

### IRS Form 8038

Net Interest Cost	2.2434381%
Weighted Average Maturity	5.242 Years

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
10/01/2012	Serial Coupon	2.000%	0.750%	125,000.00	100.732%	125,915.00
10/01/2013	Serial Coupon	2.000%	1.170%	115,000.00	101.302%	116,497.30
10/01/2014	Serial Coupon	2.000%	1.500%	135,000.00	101.264%	136,706.40
10/01/2015	Serial Coupon	2.000%	1.630%	135,000.00	101.284%	136,733.40
10/01/2016	Serial Coupon	2.000%	1.790%	130,000.00	100.920%	131,196.00
10/01/2017	Serial Coupon	2.000%	1.950%	130,000.00	100.262%	130,340.60
10/01/2018	Serial Coupon	2.000%	2.150%	130,000.00	99.082%	128,806.60
10/01/2019	Serial Coupon	2.125%	2.410%	150,000.00	98.033%	147,049.50
10/01/2020	Serial Coupon	2.500%	2.630%	145,000.00	99.005%	143,557.25
10/01/2021	Serial Coupon	3.000%	2.790%	145,000.00	101.754%	147,543.30
<b>Total</b>	-	-	-	<b>\$1,340,000.00</b>	-	<b>\$1,344,345.35</b>

## Bid Information

Par Amount of Bonds	\$1,340,000.00
Reoffering Premium or (Discount)	4,345.35
Gross Production	\$1,344,345.35
Bid (100.324%)	1,344,345.35
Total Purchase Price	\$1,344,345.35
Bond Year Dollars	\$7,044.11
Average Life	5.257 Years
Average Coupon	2.3059825%
Net Interest Cost (NIC)	2.2442948%
True Interest Cost (TIC)	2.2316048%

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings	Fiscal Total
02/29/2012	-	-	-	-	-
04/01/2012	2,592.22	2,592.22	25,781.25	23,189.03	-
10/01/2012	139,581.25	139,581.25	125,781.25	(13,800.00)	9,389.03
04/01/2013	13,331.25	13,331.25	24,081.25	10,750.00	-
10/01/2013	128,331.25	128,331.25	124,081.25	(4,250.00)	6,500.00
04/01/2014	12,181.25	12,181.25	22,306.25	10,125.00	-
10/01/2014	147,181.25	147,181.25	147,306.25	125.00	10,250.00
04/01/2015	10,831.25	10,831.25	19,993.75	9,162.50	-
10/01/2015	145,831.25	145,831.25	144,993.75	(837.50)	8,325.00
04/01/2016	9,481.25	9,481.25	17,587.50	8,106.25	-
10/01/2016	139,481.25	139,481.25	142,587.50	3,106.25	11,212.50
04/01/2017	8,181.25	8,181.25	15,087.50	6,906.25	-
10/01/2017	138,181.25	138,181.25	140,087.50	1,906.25	8,812.50
04/01/2018	6,881.25	6,881.25	12,525.00	5,643.75	-
10/01/2018	136,881.25	136,881.25	137,525.00	643.75	6,287.50
04/01/2019	5,581.25	5,581.25	9,900.00	4,318.75	-
10/01/2019	155,581.25	155,581.25	159,900.00	4,318.75	8,637.50
04/01/2020	3,987.50	3,987.50	6,675.00	2,687.50	-
10/01/2020	148,987.50	148,987.50	156,675.00	7,687.50	10,375.00
04/01/2021	2,175.00	2,175.00	3,375.00	1,200.00	-
10/01/2021	147,175.00	147,175.00	153,375.00	6,200.00	7,400.00
<b>Total</b>	<b>\$1,502,435.97</b>	<b>\$1,502,435.97</b>	<b>\$1,589,625.00</b>	<b>\$87,189.03</b>	<b>-</b>

### PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	77,133.46
Net PV Cashflow Savings @ 2.778%(AIC)	77,133.46
Contingency or Rounding Amount	2,139.10
Net Present Value Benefit	\$79,272.56
Net PV Benefit / \$1,275,000 Refunded Principal	6.217%
Net PV Benefit / \$1,340,000 Refunding Principal	5.916%

### Refunding Bond Information

Refunding Dated Date	2/29/2012
Refunding Delivery Date	2/29/2012

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

### PROOF OF GROSS D/S SAVINGS @ 2.7778698%

Date	NEW GROSS D/S	OLD GROSS D/S	SAVINGS	PV Factor	Present Value	Fiscal Total
02/29/2012	-	-	-	1.0000000x	-	-
04/01/2012	2,592.22	25,781.25	23,189.03	0.9975508x	23,132.23	-
10/01/2012	139,581.25	125,781.25	(13,800.00)	0.9838853x	(13,577.62)	9,554.62
04/01/2013	13,331.25	24,081.25	10,750.00	0.9704069x	10,431.87	-
10/01/2013	128,331.25	124,081.25	(4,250.00)	0.9571133x	(4,067.73)	6,364.14
04/01/2014	12,181.25	22,306.25	10,125.00	0.9440017x	9,558.02	-
10/01/2014	147,181.25	147,306.25	125.00	0.9310697x	116.38	9,674.40
04/01/2015	10,831.25	19,993.75	9,162.50	0.9183149x	8,414.06	-
10/01/2015	145,831.25	144,993.75	(837.50)	0.9057349x	(758.55)	7,655.51
04/01/2016	9,481.25	17,587.50	8,106.25	0.8933271x	7,241.53	-
10/01/2016	139,481.25	142,587.50	3,106.25	0.8810894x	2,736.88	9,978.42
04/01/2017	8,181.25	15,087.50	6,906.25	0.8690193x	6,001.66	-
10/01/2017	138,181.25	140,087.50	1,906.25	0.8571145x	1,633.87	7,635.54
04/01/2018	6,881.25	12,525.00	5,643.75	0.8453728x	4,771.07	-
10/01/2018	136,881.25	137,525.00	643.75	0.8337920x	536.75	5,307.83
04/01/2019	5,581.25	9,900.00	4,318.75	0.8223698x	3,551.61	-
10/01/2019	155,581.25	159,900.00	4,318.75	0.8111041x	3,502.96	7,054.57
04/01/2020	3,987.50	6,675.00	2,687.50	0.7999927x	2,149.98	-
10/01/2020	148,987.50	156,675.00	7,687.50	0.7890336x	6,065.70	8,215.68
04/01/2021	2,175.00	3,375.00	1,200.00	0.7782245x	933.87	-
10/01/2021	147,175.00	153,375.00	6,200.00	0.7675636x	4,758.89	5,692.76
<b>Total</b>	<b>\$1,502,435.97</b>	<b>\$1,589,625.00</b>	<b>\$87,189.03</b>	<b>-</b>	<b>\$77,133.46</b>	<b>-</b>



## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Current Refunding Escrow

Date	Principal	Rate	Receipts	Disbursements	Cash Balance	Fiscal Total
02/29/2012	-	-	0.25	-	0.25	-
04/01/2012	1,307,156.00	-	1,307,156.00	1,307,156.25	-	-
10/01/2012	-	-	-	-	-	1,307,156.25
<b>Total</b>	<b>\$1,307,156.00</b>	<b>-</b>	<b>\$1,307,156.25</b>	<b>\$1,307,156.25</b>	<b>-</b>	<b>-</b>

### Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Unrestricted
Cash Deposit	0.25
Cost of Investments Purchased with Bond Proceeds	1,307,156.00
Total Cost of Investments	\$1,307,156.25
Target Cost of Investments at bond yield	\$1,304,580.21
Actual positive or (negative) arbitrage	(2,576.04)
Yield to Receipt	-4.01E-12
Yield for Arbitrage Purposes	2.2316048%
State and Local Government Series (SLGS) rates for	12/06/2011

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Current Refunding Escrow Summary Cost

<b>Maturity</b>	<b>Type</b>	<b>Coupon</b>	<b>Yield</b>	<b>Price</b>	<b>Par Amount</b>	<b>Principal Cost</b>	<b>+Accrued Interest</b>	<b>= Total Cost</b>
<b>Current Refunding Escrow</b>								
04/01/2012	SLGS-CI	-	-	100-.000000	1,307,156	1,307,156.00	-	1,307,156.00
<b>Subtotal</b>		-	-	-	<b>\$1,307,156</b>	<b>\$1,307,156.00</b>	-	<b>\$1,307,156.00</b>
<b>Total</b>		-	-	-	<b>\$1,307,156</b>	<b>\$1,307,156.00</b>	-	<b>\$1,307,156.00</b>

### Current Refunding Escrow

Cash Deposit	0.25
Cost of Investments Purchased with Bond Proceeds	1,307,156.00
Total Cost of Investments	\$1,307,156.25

Delivery Date	2/29/2012
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## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Refunding Summary

Part 1 of 2

Dated 02/29/2012 | Delivered 02/29/2012

### Sources Of Funds

Par Amount of Bonds	\$1,340,000.00
Reoffering Premium	4,345.35
<b>Total Sources</b>	<b>\$1,344,345.35</b>

### Uses Of Funds

Deposit to Current Refunding Fund	1,307,156.25
Costs of Issuance	25,000.00
Placement Fee	10,050.00
Rounding Amount	2,139.10
<b>Total Uses</b>	<b>\$1,344,345.35</b>

### Flow of Funds Detail

State and Local Government Series (SLGS) rates for	12/06/2011
Date of OMP Candidates	
Current Refunding Escrow Solution Method	Net Funded
Total Cost of Investments	\$1,307,156.25
Total Draws	\$1,307,156.25

### Issues Refunded And Call Dates

2002	4/01/2012
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### PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.778%(AIC)	77,133.46
Contingency or Rounding Amount	2,139.10
Net Present Value Benefit	\$79,272.56
Net PV Benefit / \$1,275,000 Refunded Principal	6.217%
Net PV Benefit / \$1,340,000 Refunding Principal	5.916%

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Refunding Summary

Part 2 of 2

Dated 02/29/2012 | Delivered 02/29/2012

### Bond Statistics

Average Life	5.257 Years
Average Coupon	2.3059825%
Net Interest Cost (NIC)	2.2442948%
Bond Yield for Arbitrage Purposes	2.2316048%
True Interest Cost (TIC)	2.2316048%
All Inclusive Cost (AIC)	2.7778698%

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## County of Jackson

State of Michigan

2002 Jackson County Water Supply Facilities

(Village of Parma Section) Bonds

## Total Refunded Debt Service

Date	Principal	Coupon	Interest	Total P+I
10/01/2012	100,000.00	3.400%	51,562.50	151,562.50
10/01/2013	100,000.00	3.550%	48,162.50	148,162.50
10/01/2014	125,000.00	3.700%	44,612.50	169,612.50
10/01/2015	125,000.00	3.850%	39,987.50	164,987.50
10/01/2016	125,000.00	4.000%	35,175.00	160,175.00
10/01/2017	125,000.00	4.100%	30,175.00	155,175.00
10/01/2018	125,000.00	4.200%	25,050.00	150,050.00
10/01/2019	150,000.00	4.300%	19,800.00	169,800.00
10/01/2020	150,000.00	4.400%	13,350.00	163,350.00
10/01/2021	150,000.00	4.500%	6,750.00	156,750.00
<b>Total</b>	<b>\$1,275,000.00</b>	<b>-</b>	<b>\$314,625.00</b>	<b>\$1,589,625.00</b>

### Yield Statistics

Average Life	5.452 Years
Weighted Average Maturity (Par Basis)	5.452 Years
Average Coupon	4.5264357%

### Refunding Bond Information

Refunding Dated Date	2/29/2012
Refunding Delivery Date	2/29/2012

## County of Jackson

State of Michigan

2002 Jackson County Water Supply Facilities

(Village of Parma Section) Bonds

## Debt Service To Maturity And To Call

Date	Refunded Bonds	Premium	Interest to Call	D/S To Call	Principal	Coupon	Interest	Refunded D/S
10/01/2012	1,275,000.00	6,375.00	25,781.25	1,307,156.25	100,000.00	3.400%	51,562.50	151,562.50
10/01/2013	-	-	-	-	100,000.00	3.550%	48,162.50	148,162.50
10/01/2014	-	-	-	-	125,000.00	3.700%	44,612.50	169,612.50
10/01/2015	-	-	-	-	125,000.00	3.850%	39,987.50	164,987.50
10/01/2016	-	-	-	-	125,000.00	4.000%	35,175.00	160,175.00
10/01/2017	-	-	-	-	125,000.00	4.100%	30,175.00	155,175.00
10/01/2018	-	-	-	-	125,000.00	4.200%	25,050.00	150,050.00
10/01/2019	-	-	-	-	150,000.00	4.300%	19,800.00	169,800.00
10/01/2020	-	-	-	-	150,000.00	4.400%	13,350.00	163,350.00
10/01/2021	-	-	-	-	150,000.00	4.500%	6,750.00	156,750.00
<b>Total</b>	<b>\$1,275,000.00</b>	<b>\$6,375.00</b>	<b>\$25,781.25</b>	<b>\$1,307,156.25</b>	<b>\$1,275,000.00</b>	<b>-</b>	<b>\$314,625.00</b>	<b>\$1,589,625.00</b>

### Yield Statistics

Average Life	5.452 Years
Weighted Average Maturity (Par Basis)	5.452 Years
Average Coupon	4.5264357%

### Refunding Bond Information

Refunding Dated Date	2/29/2012
Refunding Delivery Date	2/29/2012

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Refunding Analysis By Maturity

Part 1 of 2

<b>Maturity</b>	<b>Type of Bond</b>	<b>Coupon</b>	<b>Principal</b>	<b>Call Date</b>	<b>Total \$ Savings</b>
<b>2002</b>					
10/01/2012	Serial Coupon	3.400%	100,000	04/01/2012	-2,033
10/01/2013	Serial Coupon	3.550%	100,000	04/01/2012	145
10/01/2014	Serial Coupon	3.700%	125,000	04/01/2012	2,469
10/01/2015	Serial Coupon	3.850%	125,000	04/01/2012	4,911
10/01/2016	Serial Coupon	4.000%	125,000	04/01/2012	7,352
10/01/2017	Serial Coupon	4.100%	125,000	04/01/2012	9,391
10/01/2018	Serial Coupon	4.200%	125,000	04/01/2012	11,032
10/01/2019	Serial Coupon	4.300%	150,000	04/01/2012	14,384
10/01/2020	Serial Coupon	4.400%	150,000	04/01/2012	15,205
10/01/2021	Serial Coupon	4.500%	150,000	04/01/2012	16,227
<b>Subtotal</b>		-	<b>\$1,275,000</b>	-	<b>\$79,082</b>
<b>Total</b>		-	<b>\$1,275,000</b>	-	<b>\$79,082</b>

## County of Jackson

State of Michigan

Jackson County Water Supply Facilities

2012 (Village of Parma Section) Refunding Bonds

## Refunding Analysis By Maturity

Part 2 of 2

Maturity	Base Savings	Yield Blending	Total % Savings	Cumulative	Total %
2002					
10/01/2012	-0.456%	-1.578%	-2.033%	79,082	6.203%
10/01/2013	0.362%	-0.217%	0.145%	81,115	6.903%
10/01/2014	1.444%	0.531%	1.975%	80,970	7.532%
10/01/2015	2.780%	1.149%	3.929%	78,502	8.263%
10/01/2016	4.359%	1.522%	5.881%	73,591	8.920%
10/01/2017	5.919%	1.594%	7.513%	66,240	9.463%
10/01/2018	7.618%	1.208%	8.826%	56,849	9.887%
10/01/2019	9.450%	0.139%	9.589%	45,816	10.181%
10/01/2020	11.410%	-1.273%	10.137%	31,432	10.477%
10/01/2021	13.491%	-2.673%	10.818%	16,227	10.818%
Subtotal	6.203%	-	6.203%	\$79,082	6.203%
Total	6.203%	-	6.203%	\$79,082	6.203%

### Adjustments To Escrow Definition

Proposed Refunding Date	2/29/2012
Yield on Escrow Investments	-3.88E-12
Present Value Savings Discount Rate	2.7778698%



**RESOLUTION NO. \_\_\_\_\_**

**COUNTY OF JACKSON**

**STATE OF MICHIGAN**

**RESOLUTION TO AUTHORIZE ISSUANCE OF  
WATER SUPPLY FACILITIES REFUNDING BONDS  
(VILLAGE OF PARMA SECTION) GENERAL OBLIGATION  
LIMITED TAX, SERIES 2012**

Minutes of a regular meeting of the Board of Commissioners of the County of Jackson, Michigan, held in the Administration and Land Services Building in Jackson, Michigan on the 24th day of March, 2012, at 7:30 p.m. Local Time.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

WHEREAS, the County of Jackson acting by and through its Board of Public Works (the “County”) and the Village of Parma (the “Village”) are parties to that certain Jackson County Water Supply Facilities (Village of Parma Section) Contract dated as of December 1, 2001, as amended by that certain First Amendment to Jackson County Water Supply Facilities (Village of Parma Section) Contract dated as of June 1, 2002 (together, the “Bond Contract”), relative to the acquisition, construction and financing by the County and the operation, maintenance and management by the Village, of the Jackson County Water Supply Facilities (Village of Parma Section) (the “Project”); and

WHEREAS, pursuant to the Bond Contract, to defray the cost of the Project, the County issued its (1) Jackson County Water Supply Facilities (Village of Parma Section) Bonds, General

Obligation Limited Tax, Series 2002A, dated as of October 1, 2002, in the original principal amount of \$1,800,000 (the “Series 2002A Bonds”) in accordance with a bond authorizing resolution adopted by the Jackson County Board of Commissioners on December 18, 2001 and amended on May 21, 2002 (together, the “Series 2002A Bond Resolution”) and Act 185 of the Public Acts of Michigan of 1957, as amended (“Act 185”), and (2) Jackson County Water Supply Facilities (Village of Parma Section) Bonds (General Obligation Limited Tax), Series 2002B, dated as of March 28, 2002, in the original principal amount of \$1,110,000 (the “Series 2002B Bonds”) in accordance with a bond authorizing resolution adopted by the Jackson County Board of Commissioners on December 18, 2001 (the “Series 2002B Bond Resolution”) and Act 185; and

WHEREAS, the Village is obligated under the Bond Contract to make payments to the County in accordance with the Bond Contract, at the times and in the amounts sufficient to pay the principal of and interest on the Series 2002A Bonds and the Series 2002B Bonds (together, the “Prior Bonds”) when due and to pay such fees and other expenses as may be incurred on account of said bonds, and to the making of such payments the Village has pledged its full faith and credit; and

WHEREAS, the County is authorized to refund the Prior Bonds, in whole or in part, prior to maturity, subject to the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), Act 185 and Act 34 of the Public Acts of Michigan of 2001 (“Act 34”); and

WHEREAS, by resolution duly adopted, the Village Council of the Village has determined that it is in the best interest of that Village to have the County refund, in whole or in part, the Series 2002A Bonds to achieve savings in the cost of debt service when compared to the cost of debt service on the Series 2002A Bonds; and

WHEREAS, a proposed Second Amendment to Jackson County Water Supply Facilities (Village of Parma Section) Contract (the “Second Amendment”), which supports the refunding of the Series 2002A Bonds in part or in whole, has been submitted to the County Board of Commissioners in the form attached hereto as Exhibit C; and

WHEREAS, the County Board of Commissioners is adopting this resolution to authorize the refunding, in whole or in part.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. **Refunding of Bonds to be Refunded; Period of Usefulness.** For the purpose of reducing the net present value of the debt service payments required to be made by the Village under the Bond Contract on the Series 2002A Bonds, it is necessary for the County to issue and sell bonds pursuant to the provisions of this Resolution, Act 185 and Act 34 and to apply the proceeds thereof to refund the following maturities of the Series 2002A Bonds (the “Bonds to be Refunded”):

Maturity (October. 1)	Principal Maturity
2012	\$100,000
2013	\$100,000
2014	\$125,000
2015	\$125,000
2016	\$125,000
2017	\$125,000
2018	\$125,000
2019	\$150,000
2020	\$150,000
2021	\$150,000

The remaining estimated period of usefulness of the Project funded by the Series 2002A Bonds is determined to be not less than ten (10) years.

2. **Issuance of Bonds; Plan of Refunding.** The County shall borrow a sum not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), and issue its bonds

designated Water Supply Facilities Refunding Bonds (Village of Parma Section) General Obligation Limited Tax, Series 2012 (the “Bonds”) therefore, pursuant to Act 185 and Act 34, for the purpose of defraying all or a portion of the cost of refunding the Bonds to be Refunded, including payment of the costs of issuance of the Bonds. The remaining cost of refunding the Bonds to be Refunded, if any, shall be paid from funds on hand and legally available for that purpose.

3. **Bond Specifications.** The Chairman of the Board of Public Works and the County Administrator are hereby authorized and directed in accordance with Section 315(1)(d) of Act 34 to approve the final terms of the Bonds in the manner provided in this Resolution. The Bonds shall be secured in the manner provided by Paragraph 9 below, and shall be registered both as to principal and interest in substantially the form and tenor set forth in Exhibit A attached hereto. The Bonds shall be issued in a principal amount and at par or a discount which shall not exceed one percent (1.0%) of the face amount of the Bonds or a premium which shall not exceed three percent (3.0%) of the face amount of the Bonds and shall be dated, all as the Chairman of the Board of Public Works and the County Administrator shall determine. The Bonds shall mature serially and/or in one or more term maturities due on or before October 1, 2021, on the dates and in the amounts as the Chairman of the Board of Public Works and the County Administrator shall determine. The Bonds shall bear interest at a fixed rate or rates payable semi-annually on such dates as shall be determined by the Chairman of the Board of Public Works and the County Administrator, and shall be subject to optional or mandatory redemption, prior to maturity, in whole or in part, in such amounts and at such times with or without premium, which shall not exceed 3.0% of the principal amount subject to redemption, or at no time prior to maturity, as determined by the Chairman of the Board of Public Works and the

County Administrator. The Bonds shall be issued in denominations of \$100,000 or any \$1,000 increment in excess of \$100,000 up to the aggregate principal amount of a single maturity, as determined by the Chairman of the Board of Public Works and the County Administrator. The determinations by the Chairman of the Board of Public Works and the County Administrator in accordance with this Resolution shall be made in writing in substantially the form attached to this Resolution as Exhibit B.

Notwithstanding the foregoing, the authority of the Chairman of the Board of Public Works and the County Administrator is subject to the following limitations:

- (a) The principal amount of the Bonds shall not exceed \$1,500,000;
- (b) The net present value of the principal and interest to be paid on the Bonds, including the cost of issuance of the Bonds and taking into account the use of funds on hand, shall be less than the net present value of the principal and interest payable on the Bonds to be Refunded (assuming that the Bonds to be Refunded are not refunded);
- (c) The final maturity of the Bonds shall not be later than the final maturity date of the Bonds to be Refunded;
- (d) The minimum denomination of the Bonds shall not be less than \$100,000; and
- (e) The Chairman of the Board of Public Works and the County Administrator have received the written recommendation of Bendzinski & Co. Municipal Finance Advisors, as financial consultant to the County, with respect to the terms of the Bonds to be determined in accordance with this Paragraph 3.

The Bonds may be issued in book-entry only form as one bond per maturity, fully registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust

Company (“DTC”), New York, New York. If this option is selected, DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry only form in authorized denominations, and purchasers will not receive certificates representing their interest in Bonds purchased. If the Bonds are issued in book-entry only form, provisions in this Resolution to the contrary shall be of no force or effect unless and until the book-entry only system is suspended. The Chairman of the Board of Public Works and the County Administrator are authorized to determine whether the Bonds shall be issued in book-entry only form, to make such changes in the form of the Bonds as shall be necessary or convenient to enable the Bonds to be issued in book-entry only form, and to execute such documents as may be required to enable the Bonds to be so issued.

In the alternative, a single bond may be used incorporating all maturities.

4. **Payment of Principal and Interest.** The Bonds and the interest thereon shall be paid in lawful money of the United States of America by the Bond Registrar, as defined in paragraph 7, below. Interest shall be paid when due by check or draft drawn on the Bond Registrar and mailed by first class mail or other acceptable method to the registered owners of record as of each March 15 with respect to payments due and payable on the immediately succeeding April 1, and as of each September 15 with respect to payments due and payable on the immediately succeeding October 1, or such other record date as the Chairman of the Board of Public Works and the County Administrator shall determine. Principal shall be payable at the principal office of the Bond Registrar upon presentation and surrender of the corresponding bond certificate.

5. **Redemption of Bonds Prior to Maturity.** The Bonds shall be subject to optional or mandatory redemption, prior to maturity, in whole or in part, in such amounts and at

such times, with or without premium, or at no time prior to maturity, as determined by the Chairman of the Board of Public Works and the County Administrator. In the event a Bond maturing in any one year is redeemed in part, the unredeemed remaining principal portion of the Bond shall in no event be less than the minimum denomination of \$100,000. In the event of redemption, notice of the call of any Bonds for redemption shall be given by first class mail by the Bond Registrar, at least thirty (30) days prior to the date fixed for redemption, to the registered owners of record at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of greater than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. Except in the case when a single bond has been issued which incorporates all maturities, the notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the registered owner thereof. No further interest payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.

6. **Registration of Bonds.** The Bonds shall be registered both as to principal and interest in substantially the form and tenor as set forth in Exhibit A attached hereto. Any individual Bond shall be transferable on the bond register maintained with respect to the Bonds upon the surrender of the individual Bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon receipt of a properly assigned Bond, the Bond Registrar shall authenticate and deliver a new

Bond or Bonds in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees. Any individual Bond may likewise be exchanged for one or more other Bonds with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Bond being exchanged. Such exchange shall be affected by surrender of the individual Bond to be exchanged to the Bond Registrar with written instructions signed by the registered owner of the individual Bond or his or her attorney in form satisfactory to the Bond Registrar. Upon receipt of an individual Bond with proper written instructions, the Bond Registrar shall authenticate and deliver a new Bond or Bonds to the registered owner of the Bond or his or her properly designated transferee or transferees or attorney. A transfer, exchange and registration of Bonds shall be without expense or service charge to the registered holder except for any tax or other governmental charge required to be paid with respect to such transfer, exchange or registration. The Bond Registrar shall not be required to transfer or exchange Bonds or parts of Bonds which have been selected for redemption.

7. **Duties of Bond Registrar.** U.S. Bank National Association, Detroit, Michigan, shall act on behalf of the County as paying agent, registrar and transfer agent (the “Bond Registrar”) with respect to the Bonds. The Bond Registrar shall, upon receipt of sufficient funds from the County, make timely payments of principal and interest on the Bonds, authenticate the Bonds upon their initial issuance and subsequent transfer to successive holders, act as registrar of the Bonds including the preparation and maintenance of a current register of registered owners of the Bonds, coordinate the transfer of individual Bonds between successive holders, including printing and transferring new certificates, and all other duties set forth in this Resolution or otherwise normally performed by paying, registration and transfer agents. All reasonable fees



and expenses of the Bond Registrar shall be paid by the County. The County reserves the right to designate through the County Treasurer an alternate financial institution to act as Bond Registrar for the Bonds and in such event the County shall mail notice to all registered owners of the Bonds not less than 60 days prior to the effective date of said change in Bond Registrar.

8. **Replacement of Bonds.** Upon receipt by the Bond Registrar of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the Bond Registrar, the Bond Registrar may deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the Bond Registrar may pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The Bond Registrar for each new Bond delivered or paid without presentation as provided above, shall require the payment by the bondholder of expenses, including counsel fees, which may be incurred by the Bond Registrar and the County in connection therewith. Any Bond delivered pursuant to the provisions of this Paragraph 8 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

9. **Security for Repayment of Bonds.** The Bonds shall be issued in anticipation of payments to be made by the Village pursuant to the Bond Contract, as amended by the Second Amendment. The Bonds shall be secured primarily by the full faith and credit pledge made by the Village in the Bond Contract, as amended by the Second Amendment, pursuant to the authorization contained in Act 185. As additional and secondary security the full faith and credit

of the County are hereby pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. The County covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest, the County will punctually perform all of the obligations and duties imposed on the County or undertaken by the County, pursuant to this bond resolution or the Bond Contract, as amended by the Second Amendment, and the County shall collect, segregate and apply the payments to be made by the Village, pursuant to the Bond Contract, as amended by the Second Amendment, in the manner required by this bond resolution and the Bond Contract, as amended by the Second Amendment. If the Village shall fail to make payments to the County in amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. The County's ability to levy ad valorem taxes to make such advances shall be subject to constitutional and statutory limitations on the taxing power of the County.

10. **Debt Service Fund.** There shall be established and maintained on the books of the County a fund to be designated "2012 REFUNDING BONDS (WATER SUPPLY FACILITIES (VILLAGE OF PARMA SECTION)) DEBT SERVICE FUND" (the "Debt Service Fund"). Into said fund there shall be placed the accrued interest, if any, received at the time of delivery of the Bonds. All payments received from the Village, pursuant to the Bond Contract, as amended by the Second Amendment, for payment of the principal of, premium, if any, and interest on the Bonds are hereby pledged for the payment of the principal of, premium, if any, and interest on the Bonds and shall be deposited into the Debt Service Fund. As part of the Debt Service Fund, there shall be established and maintained such subaccounts as are deemed necessary and appropriate for the proper administration of the Debt Service Fund and

compliance with the requirements of Section 148 of the Code, and the Treasury regulations promulgated thereunder. The principal of, premium, if any, and interest on the Bonds when due shall be paid directly out of the Debt Service Fund or its subaccounts.

11. **Refunding Fund.** There shall be established and maintained on the books of the County a separate account designated “2012 REFUNDING BONDS (WATER SUPPLY FACILITIES (VILLAGE OF PARMA SECTION)) REFUNDING FUND” (the “Refunding Fund”). After deducting a sum equal to the amount of any accrued interest from the date of the Bonds to the date of delivery thereof, which sum shall be deposited in the Debt Service Fund in accordance with Paragraph 10 above, the balance of the proceeds of the Bonds shall be deposited into the Refunding Fund as follows: An amount equal to the cost of issuance of the Bonds shall be deposited into a subaccount of the Refunding Fund hereby designated as the “COST OF ISSUANCE ACCOUNT,” to be used solely to pay costs of issuance of the Bonds, and the remaining proceeds of the Bonds, together with any funds then on deposit in the Debt Service Fund established under the Series 2002A Bond Resolution and pledged for payment of principal of, premium, if any, and interest on the Bonds to be Refunded and any other funds provided by the Village, shall be deposited into a subaccount of the Refunding Fund hereby designated as the “REFUNDING ACCOUNT,” to be invested in the manner provided by law and used to pay the principal of, premium, if any, and interest on the Bonds to be Refunded on the earliest applicable redemption date for the Bonds to be Refunded. The monies on deposit in the Refunding Fund, including the subaccounts thereof, shall be held in a special trust account and subaccounts of the same names maintained at U.S. Bank National Association, Detroit, Michigan, or such other qualified bank or trust company designated by the County Treasurer (the “Escrow Trustee”), invested in the manner required by law and shall be used solely for the purposes specified above

for each such subaccount. Any unexpended balance, including interest earnings, shall be used for such purposes as required by law, including without limitation, transfer to the Debt Service Fund. The County Treasurer is hereby authorized to execute and deliver on behalf of the County an Escrow Deposit Agreement with the Escrow Trustee for the purpose of executing the provisions of this Paragraph 11. The Escrow Deposit Agreement shall be substantially in form attached hereto as Exhibit D with such additions and deletions as shall be determined by the County Treasurer and bond counsel to be in the best interest of the County. After the disposition of such funds pursuant to the provisions of this paragraph, the Refunding Fund shall be closed.

12. **Duties of County Treasurer.** The County Treasurer shall keep full and complete records of all deposits to and withdrawals from the Debt Service Fund and the Refunding Fund and of all investments of monies in such accounts and other transactions relating thereto. The County Treasurer is authorized to invest the monies in said accounts in any one or more lawful investments authorized by law for counties and consistent with the County investment policy.

13. **Revised Municipal Finance Act.** The County Administrator is hereby authorized and directed to file a municipal finance qualifying statement with the Michigan Department of Treasury with a goal of achieving qualified status for the County under section 303(3) of Act 34, and, in the event the County is determined to have qualified status, the County shall comply with all applicable requirements of Act 34, including the filing of a security report and the payment of the filing fee required by section 319 of Act 34. In the alternative, a prior approval application may be prepared and filed for the Bonds and the related filing fee shall be paid in accordance with Act 34 and the County Administrator or the Chairman of the Board of Public Works is authorized and directed to execute said application on behalf of the County.

14. **Tax Covenant; Qualified Tax Exempt Obligations.** The County covenants to comply with all requirements of the Code necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for purposes of federal income taxation (as opposed to alternative minimum or other indirect taxation). The County hereby designates the Bonds as “qualified tax exempt obligations” for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Code, it being reasonably anticipated that the aggregate amount of tax exempt obligations which will be issued during 2012 by the County and all subordinate entities to the County shall not exceed \$10,000,000. The County Treasurer and other appropriate County officials and the Board of Public Works Chairperson, on behalf of the Board of Public Works, acting for and on behalf of the County, are authorized and directed to do all things and to require the Village to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes and that the Bonds and the Bond Contract, as amended by the Second Amendment will be and remain binding and valid obligations of the Village, the Authority and the County.

15. **Negotiated Sale of Bonds; Placement Agent.** The Board of Commissioners finds it to be in the best interest of the County and the Village, and their respective residents, taxpayers and electors, to sell the Bonds at a negotiated sale, rather than a competitive sale, in order to obtain the maximum flexibility in sizing the Bonds, based upon the structure of the refunding escrow, and in pricing and structuring the Bonds to take advantage of day to day fluctuations in the municipal bond market. Accordingly, the Bonds shall be sold at a negotiated sale with the assistance of Leonard Capital Markets, a Division of Leonard & Company, which is hereby appointed as placement agent (the “Placement Agent”) for the County to a purchaser (the

“Purchaser”) under terms as the Chairman of the Board of Public Works and the County Administrator determine to be in the best interest of the County and which qualify the sale of the Bonds as an exemption to SEC Rule 15c2-12 in the manner set forth in Paragraph 16.

16. **Exemption Under SEC Rule 15c 2-12.** The County intends to qualify the sale of the Bonds to the Purchaser as an exemption under Paragraph (d)(1)(i) of SEC Rule 15c 2-12 (as codified in 17 CFR §240.15c 2-12), which states as follows that:

(1) This section shall not apply to a primary offering of municipal securities in authorized denominations of \$100,000 or more, if such securities:

(i) are sold to no more than thirty-five persons each of whom the Participating Underwriter reasonably believes:

(A) Has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment; and

(B) Is not purchasing for more than one account or with a view to distributing the securities.

Accordingly, the County has not prepared an official statement for the Bonds, the County shall not enter into a continuing disclosure undertaking with respect to the Bonds and the Purchaser shall, as a condition to the purchase of the Bonds from the County, execute a Bank's Investment Certificate in form and substance acceptable to the County and Bond Counsel. Consequently, the Bonds may not be subsequently traded, sold or transferred by the Purchaser whether by participation interests or otherwise in any principal amount of less than \$100,000 other than through a primary offering under the federal securities laws, including compliance to the extent applicable with SEC Rule 15c 2-12.

Notwithstanding the qualification of the sale of the Bonds as an exemption to SEC Rule 15c2-12, the County agrees to provide to the Placement Agent and the Purchaser such pertinent

information with regard to the County, the Bonds to be Refunded and the Refunding Bonds as reasonably requested by the Placement Agent and the Purchaser.

17. **Financial Consultant.** Bendzinski & Co. Municipal Finance Advisors of Detroit, Michigan, is hereby retained by the County as financial consultant (the “Financial Consultant”) in connection with the issuance and sale of the Bonds. In that capacity, the Financial Consultant shall negotiate the terms proposed by the Placement Agent for of the sale of the Bonds to the Purchaser, shall make a written recommendation of the terms of the Bonds to the Chairman of the Board of Public Works and the County Administrator and shall assist in other related matters as directed by the County.

18. **Execution and Delivery of Bonds.** The Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative or signer for the Bond Registrar, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery, they shall be delivered by or on behalf of the County Treasurer to the Purchaser upon receipt of the purchase price. Additional Bonds bearing the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the Bond Registrar for authentication and delivery in connection with the exchange or transfer of Bonds. The Bond Registrar shall indicate on each Bond the date of its authentication. The proceeds of the Bonds shall be deposited into the Debt Service Fund and the Refunding Fund, as provided in Paragraphs 10 and 11 above. The officers, agents and employees of the County and the Board of Public Works are authorized and directed to execute and deliver such certificates,

affidavits or other documents or instruments, including without limitation all necessary applications for municipal bond ratings and municipal bond insurance, as may be required by the Purchaser, or bond counsel, or convenient to effectuate the sale, execution and delivery of the Bonds. The County shall furnish the Bonds ready for execution without expense to the Purchaser. The County shall also furnish without expense to the Purchaser at the time of delivery of the Bonds, the approving opinion of Mika Meyers Beckett & Jones PLC, Attorneys, Grand Rapids, Michigan, as bond counsel, approving the legality of the Bonds. The Bonds will be delivered at the expense of the County in such city as agreed upon with the Purchaser. The County Treasurer shall, within thirty (30) days after delivery of the Bonds furnish to the Village a complete schedule of maturities of principal of and interest thereon.

19. **Defeasance.** In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or such earlier date as the Bonds are subject to redemption in full, the principal of, premium, if any, and interest on the Bonds, shall have been deposited in trust, this Resolution shall be defeased and the owners of the Bonds shall have no further rights under this Resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

20. **Second Amendment.** The Second Amendment is hereby approved in the form attached as Exhibit C and the Chairperson and Secretary of the Board of Public Works are hereby authorized and directed to execute and deliver, on behalf of the County, the Second Amendment in the form approved by this Resolution together with such additions and deletions



as the Chairperson and Secretary of the Board of Public Works deem to be appropriate and in the best interest of the County (in such number of counterparts as may be desirable).

21. **Notice of Redemption of Bonds to be Refunded.** Following the execution and delivery of the Bonds to the Purchaser, the County Treasurer is hereby directed to give irrevocable instructions to the bond registrar for the Bonds to be Refunded to have such bond registrar call the Bonds To Be Refunded for redemption on the next available redemption date by signing and delivering a notice of redemption to that effect by first-class mail, postage prepaid, to the registered owners of the Bonds To Be Refunded at the registered address as shown on the registration books kept by such bond registrar, it being understood that the necessary directions for redemption of the Bonds to be Refunded may be embodied in the Escrow Deposit Agreement authorized by Paragraph 11 of this Resolution.

22. **Prior Resolutions.** All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

YEAS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners: \_\_\_\_\_  
\_\_\_\_\_

ABSTAIN: Commissioners: \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Amanda L. Riska, County Clerk

STATE OF MICHIGAN        )  
                                      ) SS.  
COUNTY OF JACKSON        )

I, Amanda L. Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting, notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have affixed my official signature this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Amanda L. Riska, County Clerk

EXHIBIT A

REGISTERED

UNITED STATES OF AMERICA

REGISTERED

STATE OF MICHIGAN

COUNTY OF JACKSON

WATER SUPPLY FACILITIES REFUNDING BONDS  
(VILLAGE OF PARMA SECTION)  
GENERAL OBLIGATION LIMITED TAX, SERIES 2012

No.

Rate

Maturity

Date of Original Issue

CUSIP

\_\_\_\_\_, 2012

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the County of Jackson, State of Michigan (the "County"), acknowledges itself indebted and for value received hereby promises to pay on the date specified above to the owner specified above or its registered assigns shown as the owner of record of this bond on the books of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, Michigan, as bond registrar (the "Bond Registrar") on the applicable date of record, the principal sum specified above in lawful money of the United States of America, upon presentation and surrender of this bond at the principal office of the Bond Registrar, together with interest thereon at the rate per annum specified above payable on \_\_\_\_\_ 1, 2012, and semi-annually thereafter on the first day of \_\_\_\_\_ and \_\_\_\_\_ of each year from the \_\_\_\_\_ 1 or \_\_\_\_\_ 1 next preceding the Date of Authentication hereof, unless such Date of Authentication is a date to which interest has been paid or duly provided for, in which case from the Date of Authentication hereof, unless interest on this bond has not been paid in full or duly provided for, in which case from the date to which interest has been paid in full, or if no interest has been paid on this bond, from the Date of Original Issue specified above, until payment of the principal hereof has been made or duly provided for. Payment of interest shall be paid to the registered owner hereof by the Bond Registrar by first class mail. The date of record shall be each \_\_\_\_\_ 15 and \_\_\_\_\_ 15 with respect to the payments due on each \_\_\_\_\_ 1 and \_\_\_\_\_ 1, respectively. Principal and interest are payable in lawful money of the United States of America.

This bond is one of a series of bonds of like date and tenor except as to date of maturity and rate of interest aggregating the principal sum of \$\_\_\_\_\_ (the "Bonds") issued by the County under and pursuant to and in full conformity with the Constitution and statutes of

Michigan (especially Act 185 of the Public Acts of 1957, as amended, and Act 34 of the Public Acts of Michigan of 2001, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Bond Authorizing Resolution") for the purpose of refunding that portion of the County's outstanding Jackson County Water Supply Facilities (Village of Parma Section) Bonds, General Obligation Limited Tax, Series 2002A, dated October 1, 2002, maturing in the years 2012 through 2021. The bonds of this series are issued in anticipation of payments to be made by the Village of Parma pursuant to a contract, dated December 1, 2001, and amended June 1, 2002 and February 1, 2012, between the Village and the County. The full faith and credit of the Village has been pledged to the prompt payment of the foregoing amount and the interest thereon as the same become due. As additional security, the full faith and credit of the County are hereby pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Village and the County to pay the principal of and interest on the bonds of this series are subject to constitutional and statutory tax limitations.

[The Bonds maturing in the years \_\_\_\_ through \_\_\_\_ shall not be subject to redemption prior to maturity.]

#### **[MANDATORY REDEMPTION]**

[The Bonds maturing \_\_\_\_\_ 1, 20\_\_\_\_, and \_\_\_\_\_ 1, 20\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with interest thereon to the date fixed for redemption. When a Term Bond is purchased by the County and delivered to the Bond Registrar for cancellation or is redeemed in a manner other than by mandatory redemption, the principal amount of the Term Bond, to be so redeemed shall be reduced by the principal amount of the Term Bond so redeemed or purchased in the order determined by the County.

Redemption Date	Principal Amount
_____ 1, 20____	\$ _____
_____ 1, 20____	\$ _____ (Term Bond Maturity)
_____ 1, 20____	\$ _____
_____ 1, 20____	\$ _____ (Term Bond Maturity)]

#### **[OPTIONAL REDEMPTION]**

[Bonds maturing in the years \_\_\_\_ to \_\_\_\_, both inclusive, shall be subject to redemption prior to maturity, at the option of the County, in whole or in part in increments of \$5,000 in such order of maturity as the County may determine and within any maturity by lot on any interest payment date on or after \_\_\_\_\_ 1, \_\_\_\_, at par and accrued interest to the date fixed for redemption plus a premium expressed as a percentage of par value as follows:

\_\_\_\_% of the principal amount of each Bond or portion thereof called for redemption on or after \_\_\_\_\_ 1, \_\_\_\_, but prior to \_\_\_\_\_ 1, \_\_\_\_; and

\_\_\_% of the principal amount of each Bond or portion thereof called for redemption on or after \_\_\_\_\_ 1, \_\_\_\_, but prior to \_\_\_\_\_.

No premium shall be paid on Bonds or portions thereof called for redemption on or after \_\_\_\_\_ 1, \_\_\_\_.]

In the event a Bond maturing in any one year is redeemed in part, the unredeemed remaining principal portion of the Bond shall in no event be less than the minimum denomination of \$100,000.

[Notice of redemption of any Bond shall be given at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner or owners at the registered addresses shown on the registration books kept by the Bond Registrar. Bonds shall be called for redemption in multiples of \$5,000 and Bonds of denominations of greater than \$5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by \$5,000 and such Bonds may be redeemed in part. The notice of redemption for bonds redeemed in part shall state that upon surrender of the bond to be redeemed a new Bond or Bonds in aggregate principal amount equal to the unredeemed portion of the bond surrendered shall be issued to the registered owner thereof. No further interest payment on the Bonds or portions of the Bonds called for redemption shall accrue after the date fixed for redemption, whether or not the Bond is presented for redemption, provided funds are on hand with the Bond Registrar to redeem the same.]

This bond is transferable, as provided in the Bond Authorizing Resolution, on the bond registration books of the Bond Registrar upon surrender of this bond together with an assignment executed by the registered owner or his or her duly authorized attorney in form satisfactory to the Bond Registrar. Upon such transfer, one or more fully registered bonds with minimum denominations of \$100,000 or any \$1,000 increment in excess of \$100,000 up to the amount of a single maturity in the same aggregate principal amount and the same maturity and interest rate, will be issued to the designated transferee or transferees. The Bond Registrar shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of the Bonds have been done, exist and have happened in due time and form as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitations.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Authorizing Resolution until the Certification of Registration and Authentication hereon shall have been manually signed by the Bond Registrar.

IN WITNESS WHEREOF, the County of Jackson, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the

Chairperson of the Board of Commissioners and the County Clerk and its County seal (or a facsimile thereof) to be impressed or imprinted hereon.

COUNTY OF JACKSON

(SEAL)

By: \_\_\_\_\_  
Amanda L. Riska, County Clerk

By: \_\_\_\_\_  
\_\_\_\_\_, Chairperson  
Board of Commissioners

## CERTIFICATION OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Authorizing Resolution and has been registered in the name of the payee designated on the face hereof in the Register maintained for the Issuer thereof.

U.S. BANK NATIONAL ASSOCIATION  
As Bond Registrar

Date of  
Authentication: \_\_\_\_\_

By \_\_\_\_\_

Its Authorized Representative

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto \_\_\_\_\_

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

\_\_\_\_\_  
Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature(s) to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

The Bond Registrar will not affect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account)

PLEASE INSERT SOCIAL SECURITY NUMBER OR  
OTHER IDENTIFYING NUMBER OF TRANSFEREE

\_\_\_\_\_  
(Insert number for first-named transferee if held by joint account)



EXHIBIT B

**APPROVAL OF BOND TERMS BY CHAIRMAN OF THE BOARD  
OF PUBLIC WORKS AND COUNTY ADMINISTRATOR  
OF COUNTY OF JACKSON - JACKSON COUNTY WATER SUPPLY  
FACILITIES REFUNDING BONDS (VILLAGE OF PARMA SECTION)  
GENERAL OBLIGATION LIMITED TAX, SERIES 2012 (the "Bonds")**

We, the undersigned Chairman of the County Board of Public Works and the County Administrator of the County of Jackson hereby approve the following terms pursuant to authorization set forth in the Resolution to Authorize Issuance of Water Supply Facilities Refunding Bonds (Village of Parma Section) General Obligation Limited Tax, Series 2012, adopted by the Jackson County Board of Commissioners on \_\_\_\_\_, 2012:

1. The Bonds shall be dated as of \_\_\_\_\_.
2. The principal amount of the Bonds shall be \$\_\_\_\_\_;
3. The Bonds shall mature as follows:

Maturity (_____ 1)	Principal Amount	Rate of Interest
-----------------------	---------------------	---------------------
4. Interest shall be paid semi-annually on the Bonds on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year commencing \_\_\_\_\_ 1, \_\_\_\_\_.
5. The Bonds shall [not] be subject to [\_\_\_\_\_] redemption prior to maturity on the following terms: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.
6. The Bonds shall be issued in minimum denominations of \$100,000 or any \$1,000 increment in excess of \$100,000 up to the aggregate principal amount of a single maturity.
7. The Bonds shall be sold to \_\_\_\_\_.
8. The Bonds [shall] [shall not] be issued in book-entry only form.
9. The Bond Registrar shall be \_\_\_\_\_, \_\_\_\_\_, Michigan.

10. The Escrow Agent shall be \_\_\_\_\_, \_\_\_\_\_,  
Michigan.

11. The 2012 Refunding Bonds (Water Supply Facilities (Village of Parma  
Section)) Refunding Fund shall be funded in the following manner:

Proceeds of the Refunding Bonds	\$
Funds on Hand in the Debt Service Fund for the Bonds to be Refunded	\$
Other	\$ _____
Total	\$

[12. Additional terms applicable to the Bonds, if any.]

Dated: \_\_\_\_\_, 2012

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Geoffrey W. Snyder  
Chairman  
Jackson County Board of Public Works

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Mike Overton  
County Administrator  
County of Jackson

EXHIBIT C

**SECOND AMENDMENT TO  
JACKSON COUNTY WATER SUPPLY FACILITIES  
(VILLAGE OF PARMA SECTION) CONTRACT**

**SECOND AMENDMENT TO  
JACKSON COUNTY WATER SUPPLY FACILITIES  
(VILLAGE OF PARMA SECTION) CONTRACT**

THIS SECOND AMENDMENT is made and entered into as of this 1st day of February, 2012 (the “Second Amendment”), by and between the County of Jackson, Michigan (the “County” or “Jackson”) acting by and through its Board of Public Works (the “Board”), the governing body of its Department of Public Works pursuant to Act 185 of the Public Acts of Michigan of 1957, as amended (“Act 185”), and the Village of Parma, a general law Village located in the County of Jackson, Michigan (the “Village”).

**WITNESSETH:**

WHEREAS, the County and the Village are parties to the Jackson County Water Supply Facilities (Village of Parma Section) Contract, dated as of December 1, 2001, as amended by the First Amendment to Jackson County Water Supply Facilities (Village of Parma Section) Contract, dated as of June 1, 2002 (together, the “Original Bond Contract”), pursuant to which the County issued its (1) Jackson County Water Supply Facilities (Village of Parma Section) Bonds, General Obligation Limited Tax, Series 2002A, dated as of October 1, 2002, in the original principal amount of \$1,800,000 (the “Series 2002A Bonds”) in accordance with a bond authorizing resolution adopted by the Jackson County Board of Commissioners on December 18, 2001 and amended on May 21, 2002 (together, the “Series 2002A Bond Resolution”) and Act 185, and (2) Jackson County Water Supply Facilities (Village of Parma Section) Bonds (General Obligation Limited Tax), Series 2002B, dated as of March 28, 2002, in the original principal amount of \$1,110,000 (the “Series 2002B Bonds”) in accordance with a bond authorizing resolution adopted by the Jackson County Board of Commissioners on December 18, 2001 (the “Series 2002B Bond Resolution”) and Act 185; and

WHEREAS, the Series 2002A Bonds are currently outstanding in the aggregate principal amount of \$1,275,000, mature annually on October 1 of the years 2012 through 2021, inclusive,

bear interest at coupon rates which range from 3.40% per annum to 4.50% per annum and are subject to optional redemption on any interest payment date on or after April 1, 2012; and

WHEREAS, the County is authorized to refund the Series 2002A Bonds, in whole or in part, prior to maturity, subject to the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), Act 185 and Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”); and

WHEREAS, the Village has determined that it is in the best interest of the Village to have the Series 2002A Bonds refunded in full or in part to achieve savings in the cost of debt service as a result of current prevailing low interest rates in the municipal bond market; and

WHEREAS, Act 34 authorizes the County to refund all or any portion of the Series 2002A Bonds by the issuance of refunding bonds by resolution of the County Board of Commissioners and without a vote of County electors, which refunding bonds may be issued in a principal amount greater than the principal amount of the bonds to be refunded as may be necessary to effect the refunding pursuant to a plan of refunding, including the payment of the redemption premium and other expenses necessary to be paid in connection with the bonds to be refunded and the cost of issuance of the refunding bonds; and

WHEREAS, the County and the Village are entering into this Second Amendment under the authorization of Act 185 and Act 34 (a) to confirm the authority of the County to issue refunding bonds secured by the Original Bond Contract, (b) to enable the Village to ratify and confirm its continuing obligation to pay debt service due on the Series 2002A Bonds, to the extent any portion of the Series 2002A Bonds are not refunded, and on the Series 2002B Bonds in accordance with the terms of the Original Bond Contract; (c) to enable the Village to confirm that the obligation of the Village to pay to the County in accordance with the Original Bond Contract, as amended hereby, the principal of, premium, if any, and interest on refunding bonds sold by the County to refund any portion of the Series 2002A Bonds is secured by the Original

Bond Contract, as amended by this Second Amendment; and (d) to enable the County and the Village to determine that this Second Amendment and a refunding of the Series 2002A Bonds, in whole or in part, in the manner contemplated by this Second Amendment does not in any manner affect the security of the Series 2002A Bonds, if any, which are not refunded or the Series 2002B Bonds, or the prompt and timely payment of the principal and interest on the Series 2002A Bonds, if any, which are not refunded or the Series 2002B Bonds.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES HERETO, for and in consideration of the agreement and covenants of each other and moneys to be paid one to the other, as follows:

1. **Amendment of Original Bond Contract.** The Original Bond Contract is hereby amended by the addition of new Section 12A, which shall read as follows:

“12.A. **REFUNDING BONDS.** The Bonds, any additional bonds authorized and issued pursuant to Section 12, and any refunding bonds authorized and issued pursuant to this Section 12A (together, the “Prior Bonds”) may be refunded, in whole or in part, by the issuance of refunding bonds by the County in accordance with Act 185, Act 34 of the Public Acts of Michigan of 2001, as amended (“Act 34”), the Internal Revenue Code of 1986, as amended, and other applicable state and federal law, provided that:

(1) The refunding results in a net present value savings when the debt service on the bonds to be refunded is compared with the debt service on the refunding bonds, including the cost of issuance of the refunding bonds, and taking into account the use of funds on hand; and

(2) The Village consents by resolution of the Village Council to the terms of the refunding, which consent may be based upon the refunding achieving net present value interest savings.

In the event the County issues refunding bonds hereunder, the Village hereby agrees to revise by increase or decrease, as the case may be, the payments required to be made under this Contract by the Village in an amount sufficient to meet the principal and interest payments on the refunding bonds and, in the event of a partial refunding, any portion of the Prior Bonds which will remain outstanding. It is expressly agreed that the Village shall be committed to retire all refunding bonds issued hereunder.

In the event the Prior Bonds are refunded in part such that a portion of the Prior Bonds remain outstanding, the payments required to be made under this

Contract with respect to the outstanding Prior Bonds and the refunding bonds shall be made to the County on an equal standing basis.

In the event any refunding bonds are issued by the County in accordance with this Section 12A, the references to Bonds herein shall be deemed to include such refunding bonds for all purposes of Section 10 (with respect to payment of the costs of the Project, debt service and bond service charges, payment procedures, and the pledge by the County of debt service payments made by the Village for the payment of bonds), Section 11 (with respect to the Village's pledge of full faith and credit and the sources of revenue available to the Village to make payments required by the Contract), Section 15 (with respect to the obligation of the Village to levy rates and charges or provide other revenues sufficient to enable the Village to pay the expenses of operation, maintenance and administration of the Water System and/or debt service on any bonds when due), Section 17 (with regard to the rights and remedies available to the County in the event of a default by the Village), Section 18 (with regard to the use of surplus proceeds of bonds, if any), Section 19 (with regard to the tax covenant by the County and the Village), Section 20 (with respect to the rights of bondholders), Section 21 (with regard to indemnification), and Section 22(A) (with regard to the term of this Contract and the termination hereof upon payment in full of all bonds issued in accordance with this Contract), it being the express intent of the County and the Village that the refunding bonds be secured by this Contract, the full faith and credit pledge by the Village and the payments made by the Village in accordance with this Contract in the same manner as the Bonds and any additional bonds authorized and issued pursuant to Section 12 and that the holders of the refunding bonds shall be entitled to the same rights under this Contract as the holders of the Bonds and any additional bonds authorized and issued pursuant to Section 12, on an equal standing basis."

2. **REFUNDING BONDS.** The Village has requested the County, and the County has agreed, to issue refunding bonds (the "Refunding Bonds") in accordance with Section 12A of the Original Bond Contract, as amended, to refund the County's Series 2002A Bonds which mature on October 1 of the years 2012 through 2021 (the "Bonds to be Refunded") to take advantage of low prevailing interest rates and achieve net present value savings in debt service. With respect to the Series 2002A Bonds, the Series 2002B Bonds, the Bonds to be Refunded, and the Refunding Bonds, the County and the Village hereby covenant as follows:

a. The Series 2002A Bonds and the Series 2002B Bonds are the only Prior Bonds issued by the County pursuant to the Original Bond Contract, as amended by this Second Amendment, and outstanding as of the date of this Second Amendment.

b. The adoption and execution of this Second Amendment shall not affect the security of the Series 2002B Bonds or the prompt and timely payment of the principal and interest on the Series 2002B Bonds for the following reasons:

(1) The Bonds to be Refunded will be redeemed in full from the proceeds of the Refunding Bonds in accordance with the terms of the Series 2002A Bond Resolution on the next available redemption date which follows the date of delivery of the Refunding Bonds.

(2) The Refunding Bonds shall not be issued by the County unless there is a net present value savings in the payment of debt service when the debt service on the Bonds to be Refunded is compared to the aggregate debt service payable on the Refunding Bonds, including the cost of issuance of the Refunding Bonds and taking into account the use of funds on hand, thereby reducing the total debt service payments payable by the Village to the County pursuant to the Original Bond Contract, as amended by this Second Amendment with respect to the Refunding Bonds and the Series 2002B Bonds, when compared to the total debt service payments on the Series 2002A Bonds, assuming such bonds are not refunded, and the Series 2002B Bonds.

(3) The Series 2002B Bonds shall continue to be secured in the same manner and to the same extent as the Series 2002B Bonds are secured by the terms of the Series 2002B Bond Resolution and the Original Bond Contract.

c. Prior to the issuance of the Refunding Bonds, the Series 2002A Bonds will continue to be secured in the same manner and to the same extent as provided by the terms of the Series 2002A Bond Resolution and the Original Bond Contract.

d. After the issuance of the Refunding Bonds, the Bonds to be Refunded shall be fully secured by the proceeds of the Refunding Bonds, which shall be held in escrow and



restricted solely for the purpose of redeeming in full the Bonds to be Refunded on the first available date for redemption and payment of the costs of issuance of the Refunding Bonds.

e. The Refunding Bonds shall be secured in the same manner and to the same extent as the Bonds to be Refunded on an equal standing basis with the Series 2002B Bonds in accordance with the terms of the bond authorizing resolution adopted, or to be adopted, by the County Board of Commissioners to authorize the issuance of the Refunding Bonds, the Series 2002B Bond Resolution and the Original Bond Contract, as amended by this Second Amendment.

IN WITNESS WHEREOF, the Village of Parma, Jackson, County, Michigan, by its Village Council, and the County of Jackson, by its Board of Public Works have each caused its name to be signed to this instrument by their duly authorized officers as of the day and year first above written.

This Contract has been executed in counterparts.

COUNTY OF JACKSON  
BY ITS BOARD OF PUBLIC WORKS

By: \_\_\_\_\_  
Geoffrey W. Snyder, Chairperson  
Jackson County Board of Public Works

By: \_\_\_\_\_  
Kenneth L. Elenbaas, Secretary  
Jackson County Board of Public Works

VILLAGE OF PARMA

By: \_\_\_\_\_  
James Jenkins, Supervisor

By: \_\_\_\_\_  
Katie Cotey, Clerk

EXHIBIT D

**FORM OF ESCROW DEPOSIT AGREEMENT**

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, is dated as of \_\_\_\_\_, 20\_\_, by and among the COUNTY OF JACKSON, a Michigan county corporation (the "County") and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as escrow trustee (the "Escrow Trustee").

WHEREAS, the County has issued and delivered its \$\_\_\_\_\_ Water Supply Facilities Refunding Bonds (Village of Parma Section) General Obligation Limited Tax, Series 2012, dated as of \_\_\_\_\_, 20\_\_ (the "Refunding Bonds") pursuant to a bond authorizing resolution adopted by the County's Board of Commissioners on \_\_\_\_\_, 2012 and the \_\_\_\_\_ executed by the County Treasurer (together, the "Refunding Bond Resolution") for the purpose of [advance] refunding a portion of the County's \$1,800,000 original aggregate principal amount of Jackson County Water Supply Facilities (Village of Parma Section) Bonds, General Obligation Limited Tax, Series 2002A, dated October 1, 2002 (the "Prior Bonds"); and

WHEREAS, the Prior Bonds were issued under and pursuant to a resolution adopted by the County Board of Commissioners on December 18, 2001 and amended on May 21, 2002 (the "Prior Bond Resolution"); and

WHEREAS, the County has determined to provide for the defeasance of the outstanding Prior Bonds maturing on October 1 in each of the years 2012 through 2021, inclusive (the "Bonds to be Defeased"), which will be outstanding in the aggregate principal sum of \$1,275,000 at the time of the deposit in escrow; and, and the County has provided sufficient funds to the County for that purpose; and

WHEREAS, U.S. Bank National Association, a national banking association, is the bond registrar and paying agent (the "Paying Agent") with respect to the Bonds to be Defeased; and

WHEREAS, the parties have determined to provide for payment of the Bonds to be Defeased in accordance with Paragraph 20 of the Prior Bond Resolution by depositing with the Escrow Trustee, sufficient cash and noncallable direct obligations of the United States of America, the principal of and interest on which, when due and payable, will provide sufficient money to pay the principal of, premium, if any, and interest on the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**Section 1. Receipt of Bond Resolution.** Receipt of a true and correct copy of the Prior Bond Resolution and the Refunding Bond Resolution is acknowledged by the Escrow Trustee.

**Section 2. Creation of Escrow Deposit Fund.** There is created and established with the Escrow Trustee a special and irrevocable escrow fund designated the "2012 Refunding Bond (Water Supply Facilities (Village of Parma Section)) Refunding Fund" (the "Escrow Deposit Fund"), to be held in trust by the Escrow Trustee on behalf of the County, separate and apart from other funds of the Escrow Trustee and the County, if any. The Escrow Trustee shall create within the Escrow Deposit Fund an account designated the "Refunding Account" and an account designated the "Cost of Issuance Account."

**Section 3. Funding of the Escrow Deposit Fund; Purchase of Government Obligations.** Concurrently with the execution and delivery of this Agreement, the County shall transfer or cause to be transferred to the Escrow Trustee (a) for deposit in the Refunding Account of the Escrow Deposit Fund the sum of \$\_\_\_\_\_ from proceeds of the Refunding Bonds and from \_\_\_\_\_, and (b) for deposit in the Cost of Issuance Account of the Refunding Fund the sum of \$\_\_\_\_\_ from proceeds of the Refunding Bonds and from \_\_\_\_\_. The Escrow Trustee shall use such funds in the Refunding Account of the Escrow Deposit Fund to purchase on behalf of the County the noncallable direct obligations of the United States of America listed in Exhibit A attached hereto. The noncallable direct obligations of the United States of America deposited into the Refunding Account of the Escrow Deposit Fund shall hereafter be referred to as the "Escrowed Securities." The funds in the Cost of Issuance Account of the Escrow Deposit Fund shall remain uninvested until used in accordance with this agreement.

**Section 4. Acceptance of Escrow; Application of Escrow Deposit Fund; Irrevocable Call for Redemption.** The Escrow Trustee accepts the money and investments deposited pursuant to this Escrow Deposit Agreement. The deposit of the money and investments in the Escrow Deposit Fund shall constitute an irrevocable deposit of the money and investments and the interest earned thereon for the benefit of the holders of the Bonds to be Defeased and such money and investments, together with any interest earned thereon, shall be held in trust and shall be applied solely to (a) from monies in the Refunding Account of the Escrow Deposit Fund, the payment of the principal of, premium, if any, and interest on, the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto, and (b) from monies in the Cost of Issuance Account of the Escrow Deposit Fund, the payment of the costs of issuance of the Refunding Bonds as approved by the County. The County irrevocably exercises its option under Paragraph 5 of the Prior Bond Resolution to direct the Paying Agent to call the Bonds to be Defeased maturing on and after \_\_\_\_\_ 1, 20\_\_, for redemption on \_\_\_\_\_ 1, 20\_\_ (the "Redemption Date").

**Section 5. Investment Powers; Substitution of Investments; Reinvestment; Section 148 Matters; Deficits and Surpluses.**

(a) The Escrow Trustee shall apply the cash and the Escrowed Securities deposited in the Escrow Deposit Fund and the investments purchased therefrom, if any, together with any interest earned thereon, in accordance with the provisions of this Escrow Deposit Agreement. Except as otherwise expressly provided in this Escrow Deposit Agreement, the Escrow Trustee shall have no power or duty to invest any money in the Escrow Deposit Fund or to make substitutions of the investments held in the Escrow Deposit Fund or to sell, transfer or otherwise dispose of the investments acquired pursuant to this Escrow Deposit Agreement.

(b) At the written direction of the County, and upon compliance with the conditions hereinafter stated, the Escrow Trustee shall have the power to sell, transfer, otherwise dispose of or request the redemption of the investments of the Escrow Deposit Fund and to substitute therefor other noncallable direct obligations of the United States of America (other than unit investment trusts and mutual funds) (the "Substituted Investments"). The Escrow Trustee shall purchase such Substituted Investments with the proceeds derived from the sale, transfer, disposition or redemption of money or investments in the Escrow Deposit Fund. The substitution of investments described above may be effected only if: (i) the Escrow Trustee shall have received a written opinion of a firm of independent certified public accountants that, upon

completion of such substitution, the money and Substituted Investments, including the interest to be earned thereon (but not including the reinvestment of interest, if any), together with the money and other Substituted Investments previously deposited into the Escrow Deposit Fund pursuant to this Section and the Escrowed Securities held by the Escrow Trustee in the Escrow Deposit Fund, including the interest thereon, will be no less than an amount sufficient, without reinvestment, to pay the principal of, premium, if any, and interest on the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto; and (ii) the County shall have furnished the Escrow Trustee with a written opinion of legal counsel acceptable to the County to the effect that the substitution is then permitted by law and permitted by this Escrow Deposit Agreement and will not cause any of the Prior Bonds or Refunding Bonds to become an “arbitrage bond” as defined in Section 148(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and will not otherwise adversely affect the exclusion of the interest on any of the Prior Bonds or the Refunding Bonds from gross income for purposes of federal income taxation.

(c) At the written direction of the County, the Escrow Trustee shall have the power to reinvest proceeds of the Escrowed Securities held by the Escrow Trustee only if: (i) such reinvestment is as contemplated by the written opinion of a firm of independent certified public accountants, delivered on the date of execution and delivery of this Agreement, as to the sufficiency of the cash balance and Escrowed Securities deposited to the Escrow Deposit Fund to pay the principal of, premium, if any, and interest on, the Bonds to be Defeased, or (ii) the Escrow Trustee shall have received (A) a written opinion of a firm of independent certified public accountants that, upon completion of such reinvestment, the amount on deposit in the Escrow Deposit Fund, including the interest thereon, will be sufficient to pay the principal of, premium and interest on, the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto and (B) a written opinion of legal counsel, acceptable to the County, that such reinvestment will not cause the Prior Bonds or Refunding Bonds to become “arbitrage bonds” as defined in Section 148(a) of the Code and will not otherwise adversely affect the exclusion of the interest on the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation.

(d) If the Escrow Trustee receives (i) a written opinion of a firm of independent certified public accountants, acceptable to the County, that the money and investments in the Escrow Deposit Fund, including the gains realized and interest earnings thereon without further reinvestment, will be in excess of the amount necessary to pay the principal of, premium and interest on, the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto, and (ii) a written opinion of legal counsel, acceptable to the County, that the transfer described in this sentence will not cause the Prior Bonds or Refunding Bonds to become “arbitrage bonds” as defined in Section 148(a) of the Code and will not otherwise adversely affect the exclusion of the interest on the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation, the Escrow Trustee shall transfer the amount of such excess in the Escrow Deposit Fund to the County. If the Escrow Trustee receives an opinion of a firm of independent certified public accountants that the money and investments in the Escrow Deposit Fund, including the earnings thereon (but not including the reinvestment of interest, if any), will be insufficient for any reason to pay all of the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto, the County shall pay or cause to be paid to the Escrow Trustee such sum of money as, in the opinion of such independent certified public accountants, is necessary to remove the insufficiency.

(e) In the event the County is unable to cause to be delivered on the date of execution and delivery of this Agreement all or any part of the Escrowed Securities, then the County may substitute for the Escrowed Securities different noncallable direct obligations of the United States of America (other than unit investment trusts and mutual funds) (the "Replacement Securities") for delivery for purchase by the Escrow Trustee on the date of execution and delivery of this Agreement upon receipt of a written opinion of legal counsel acceptable to the County to the effect that the Replacement Securities will not cause the Prior Bonds or Refunding Bonds to be "arbitrage bonds" as defined in Section 148(a) of the Code and will not otherwise adversely affect the exclusion of the interest on any of the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation. The Replacement Securities must be demonstrated by a report of a firm of independent certified public accountants to produce principal and interest, on \_\_\_\_\_ 1, 20\_\_, in an amount at least equal to the cash flow (principal and interest) of the Escrowed Securities on such date. The proceeds of the Replacement Securities shall be held in cash, uninvested, and used to make the payments that would have been made from the proceeds of the Escrowed Securities. At any time prior to the maturity of the Escrowed Securities, the County may, upon the direction of the seller of the Replacement Securities to the County, replace the Replacement Securities with the Escrowed Securities, and, upon the delivery of the Escrowed Securities, the Replacement Securities shall be released by the Escrow Trustee and delivered, together with all cash flow previously produced by the Replacement Securities held by the Escrow Trustee and not required to pay the principal of, premium, if any, and interest on the Bonds to be Defeased (as shall be demonstrated by a verification report of a firm of independent certified public accountants), to the seller of the Replacement Securities.

(f) The County covenants that it will take no action that would cause any part of the money or investments at any time in the Escrow Deposit Fund to be used directly or indirectly to acquire any investment property, the acquisition of which would cause any of the Prior Bonds or Refunding Bonds to be an "arbitrage bond" as defined in Section 148(a) of the Code or that would otherwise adversely affect the exclusion of the interest on any of the Prior Bonds or Refunding Bonds from gross income for purposes of federal income taxation.

**Section 6. Payment of Bonds to be Defeased.** The Bonds to be Defeased shall be paid pursuant to the applicable provisions of the Prior Bond Resolution pertaining to the payment of the principal of, premium, if any, and interest on the Bonds to be Defeased in accordance with the schedule set forth in Exhibit B attached hereto. The Escrow Trustee shall receive the matured principal of and the interest on the Escrowed Securities as the same are payable. On or before each interest or principal payment date on the Bonds to be Defeased, the Escrow Trustee shall withdraw from the Escrow Deposit Fund sufficient money to pay the principal of, premium, if any, and interest on the Bonds to be Defeased on such dates. If any Bonds to be Defeased are not presented for payment, the Escrow Trustee shall retain funds for that purpose in accordance with the provisions therefor contained in the Prior Bond Resolution. If for any reason there is a deficiency in the amount of money available for payment of the principal of, premium, if any, and interest on the Bonds to be Defeased, the County shall immediately, upon notice of the deficiency from the Escrow Trustee, pay or cause to be paid the amount of the deficiency to the Escrow Trustee for deposit in the Escrow Deposit Fund.

**Section 7. Lien of Holders of Bonds to be Defeased on Escrow Deposit Fund.** The escrow created hereby shall be irrevocable and the holders of the Bonds to be Defeased shall have an express lien on all money and investments, including the interest earned thereon, in the

Escrow Deposit Fund until paid out, used and applied in accordance with this Escrow Deposit Agreement.

**Section 8. Duties of the Escrow Trustee in Connection With the Defeasance of Bonds to be Defeased.** The County directs the Escrow Trustee, within 30 days after the deposit of the Escrowed Securities or the Replacement Securities into the Escrow Deposit Fund, to cause a notice signed by it, to be mailed, by first-class mail, postage prepaid, to the registered owners of every Bond to be Defeased at the registered address as shown on the registration books of the County at the close of business on the day on which the Escrowed Securities or the Replacement Securities shall have been deposited with the Escrow Trustee. The notice shall be substantially in the form set forth in Exhibit C attached hereto.

**Section 9. Fees and Expenses.** The County agrees to pay to the Escrow Trustee, a one-time fee for performing the services hereunder in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). In the event that the Escrow Trustee is requested to perform any extraordinary services hereunder (such extraordinary services include all services required in connection with the delivery of Replacement Securities pursuant to Section 5(e) hereof), the County agrees to pay or cause to be paid reasonable fees to the Escrow Trustee for such extraordinary services, and the Escrow Trustee agrees to look only to the County for the payment of such fees and reimbursement of such expenses. Except as contemplated by Section 11, the Escrow Trustee agrees that in no event shall it ever assert any claim or lien against the Escrow Deposit Fund for any fees for its services, whether regular or extraordinary, in any capacity, or for reimbursement for any of its expenses.

**Section 10. Successor to the Escrow Trustee.** If at any time the Escrow Trustee or its legal successor or successors becomes unable, through operation of law or otherwise (but not including withdrawal solely at the request of the Escrow Trustee which shall not be permitted hereunder), to act as Escrow Trustee hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, the County may appoint another bank or trust company to act on its behalf.

Any successor to the Escrow Trustee shall execute, acknowledge and deliver to the County an instrument accepting such appointment hereunder and the Escrow Trustee shall execute and deliver an instrument transferring to such successor, subject to the terms of this Escrow Deposit Agreement, including, without limitation, the right of the Escrow Trustee to demand payment from the County for any unpaid fees and expenses incurred in connection with the provision of extraordinary services of the Escrow Trustee pursuant to Section 9 hereof, and all the rights, powers and trusts of the Escrow Trustee hereunder, including, without limitation, the money and investments in the Escrow Deposit Fund held by the Escrow Trustee. Upon the request of any such successor to the Escrow Trustee, the County shall cause to be executed any and all instruments in writing for more fully and certainly vesting in and confirming to such successor to the Escrow Trustee all such rights, powers and duties.

**Section 11. Application of Escrow Deposit Fund After Payment of Bonds to be Defeased.** After payment in full of the principal of, premium, if any, and interest on the Bonds to be Defeased (such principal, premium and interest being deemed paid on the Redemption Date if the Escrow Trustee then holds sufficient funds available therefor) from monies in the Refunding Account of the Escrow Deposit Fund, the payment of costs of issuance approved by

the County from the Cost of Issuance Account of the Escrow Deposit Fund, and the payment of all of the fees and expenses of the Escrow Trustee relating to the Bonds to be Defeased, all remaining money and investments, together with any interest thereon, in the Escrow Deposit Fund shall be transferred by the Escrow Trustee to the County for immediate deposit in the 2012 Refunding Bonds (Water Supply Facilities (Village of Parma Section)) Debt Service Fund established and maintained under the Refunding Bond Resolution.

**Section 12. Records.** The Escrow Trustee shall keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the Escrowed Securities deposited in the Escrow Deposit Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the County and the holders of the Bonds to be Defeased.

**Section 13. Reports.** For the period beginning on the date hereof and ending on \_\_\_\_\_, 20\_\_, and for each six-month period thereafter while this Escrow Deposit Agreement remains in effect, the Escrow Trustee shall prepare and send to the County, by first-class mail within 30 days following the end of such period a written report summarizing all transactions relating to the Escrow Deposit Fund during such period, including, without limitation, credits to the Escrow Deposit Fund as a result of interest payments on or maturities of the Escrowed Securities and transfers from the Escrow Deposit Fund for payments on the Bonds to be Defeased or otherwise, together with a detailed statement of all Escrowed Securities, and the cash balance on deposit in the Escrow Deposit Fund as of the end of such period.

**Section 14. Notice.** Other than as provided in Section 13 of this Escrow Deposit Agreement, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to the Escrow Trustee:

If to the County:

County of Jackson  
Attention: Treasurer and Jackson County Drain Commissioner  
212 Jackson Street  
Jackson, MI 49079

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than 10 days' prior notice thereof.

**Section 15. Termination of Escrow Deposit Agreement.** This Escrow Deposit Agreement shall terminate when the principal of, premium, if any, and interest on the Bonds to be Defeased have been fully paid and discharged in accordance with the Prior Bond Resolution and any remaining money and investments together with any interest thereon in the Escrow



Deposit Fund have been transferred by the Escrow Trustee to the County pursuant to Section 11 hereof.

**Section 16. Amendment.** This Escrow Deposit Agreement is made for the benefit of the County and the holders from time to time of the Bonds to be Defeased, and it shall not be repealed, revoked, altered or amended without the written consent of (i) all of the holders of the outstanding Bonds to be Defeased, and (ii) the parties hereto; provided, however, that the parties hereto may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Escrow Deposit Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Escrow Deposit Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Escrow Deposit Agreement;

(b) to grant to, or confer upon, the Escrow Trustee, for the benefit of the holders of the Bonds to be Defeased, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Trustee;

(c) to subject to this Escrow Deposit Agreement additional funds, securities or properties; and

(d) to conform this Escrow Deposit Agreement to the provisions of any law or regulation governing the tax-exempt status of the Prior Bonds or Refunding Bonds in order to maintain the exclusion of the interest on the Prior Bonds or Refunding Bonds from gross income for federal income tax purposes.

The Escrow Trustee shall be entitled to rely exclusively upon an unqualified opinion of legal counsel with respect to compliance with this Section, including the extent, if any, to which (i) any change, modification or addition affects the rights of the holders of the Bonds to be Defeased, or (ii) any instrument executed hereunder complies with the conditions and provisions of this Section.

**Section 17. Reliance on Certain Documents.** The Escrow Trustee shall incur no liability in acting or proceeding, or in not acting or proceeding, in good faith, reasonably and in accordance with the terms of this Escrow Deposit Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which the Escrow Trustee shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Escrow Deposit Agreement, or upon the written opinion of any attorney, investment banker or accountant believed by the Escrow Trustee to be qualified in relation to the subject matter of such opinion. The Escrow Trustee shall be under no duty to make any investigation or any inquiry as to any statements contained or matters referred to in any such instrument.

**Section 18. Limitation on Liability of the Escrow Trustee.** The liability of the Escrow Trustee for the payment of the principal of and interest on the Bonds to be Defeased shall be limited to the proceeds of the Escrowed Securities and the cash balances from time to time on deposit in the Escrow Deposit Fund. The Escrow Trustee shall not have any liability whatsoever

for the insufficiency of funds from time to time in the Escrow Deposit Fund except for the obligation to notify the County promptly of any such occurrence.

The Escrow Trustee shall not be liable or responsible for any loss resulting from any investment made in the Escrowed Securities or other investments directed by the County as permitted hereby or for any other deficiency in the funds required hereunder not resulting from the negligence or violation of the terms thereof by the Escrow Trustee.

The Escrow Trustee shall not be liable or responsible hereunder for any act done or step taken or omitted by it or any mistake of fact or law or for anything which it may do or refrain from doing, except for its negligence or its default in the performance of any obligation imposed upon it hereunder.

The Escrow Trustee shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

**Section 19. Severability.** If any one or more of the covenants or agreements provided in this Escrow Deposit Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable, from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Deposit Agreement.

**Section 20. Counterparts; Headings.** This Escrow Deposit Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument. The paragraph headings used herein are for convenience of reference only.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and to be delivered all as of the date first above written.

COUNTY OF JACKSON

By:\_\_\_\_\_

Its:\_\_\_\_\_

\_\_\_\_\_, as Escrow Trustee

By:\_\_\_\_\_

Its:\_\_\_\_\_

**EXHIBIT A  
TO ESCROW DEPOSIT AGREEMENT**

**ESCROWED SECURITIES**

U.S. Treasury Type	Par Amount	Maturity Date	Coupon Rate
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**EXHIBIT B  
TO ESCROW DEPOSIT AGREEMENT**

**ESCROW FUND REQUIREMENTS FOR  
BONDS TO BE DEFEASED**

**COUNTY OF JACKSON**

**JACKSON COUNTY WATER SUPPLY FACILITIES  
(VILLAGE OF PARMA SECTION) BONDS,  
GENERAL OBLIGATION LIMITED TAX,  
SERIES 2002A, DATED OCTOBER 1, 2002**

<b>DATE</b>	<b>PRINCIPAL TO BE REDEEMED</b>	<b>PREMIUM</b>	<b>INTEREST</b>	<b>TOTAL</b>
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**EXHIBIT C**  
**TO ESCROW DEPOSIT AGREEMENT**

[Form of Notice of Defeasance]

NOTICE OF DEFEASANCE

COUNTY OF JACKSON

JACKSON COUNTY WATER SUPPLY FACILITIES  
(VILLAGE OF PARMA SECTION) BONDS,  
GENERAL OBLIGATION LIMITED TAX,  
SERIES 2002A, DATED OCTOBER 1, 2002

NOTICE IS GIVEN that the County of Jackson, Michigan (the "County"), and \_\_\_\_\_, as escrow trustee (the "Escrow Trustee"), have entered into an Escrow Deposit Agreement, dated as of \_\_\_\_\_, 20\_\_ (the "Escrow Deposit Agreement"), to provide for the defeasance of the Jackson County Water Supply Facilities (Village of Parma Section) Bonds, General Obligation Limited Tax, Series 2002A, Dated October 1, 2002, (the "Bonds to be Defeased"). The Bonds to be Defeased will be called for redemption on \_\_\_\_\_ 1, 20\_\_, at a redemption price equal to the par value of each such Bond to be Defeased, plus a premium of \_\_\_\_ of one percent.

A sum of money provided by the County pursuant to the Escrow Deposit Agreement has been used to establish an escrow fund (the "Escrow Deposit Fund") of cash and the noncallable direct obligations of the United States of America described below:

U.S. Treasury Type	Par Amount	Maturity Date	Coupon Rate
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The Bond Resolution pursuant to which the Bonds to be Defeased were issued (the "Bond Resolution") has been released in accordance with Paragraph 20 thereof, except that applicable provisions of the Bond Resolution pertaining to the payment of the principal of and interest on the Bonds to be Defeased shall continue in force until the Bonds to be Defeased have been fully paid. \_\_\_\_\_, is the bond registrar and paying agent for the Bonds to be Defeased.

The Escrow Deposit Fund will be held by the Escrow Trustee, and will be used to provide for the payment of (i) the interest on the Bonds to be Defeased on \_\_\_\_\_, 20\_\_, and (ii) the redemption price of all Bonds to be Defeased maturing on and after \_\_\_\_\_ 1, 20\_\_, which will have been called for optional redemption on \_\_\_\_\_ 1, 20\_\_. The Escrow Deposit Fund will be held by the Escrow Trustee pursuant to the Escrow Deposit Agreement.

All interest on the Bonds to be Defeased will cease accruing on \_\_\_\_\_ 1, 20\_\_, whether or not the Bonds to be Defeased are presented for payment.

THIS IS NOT A NOTICE OF REDEMPTION.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF JACKSON  
DEPARTMENT OF HUMAN RESOURCES**

**120 West Michigan Avenue  
Jackson, Michigan 49201**

**Telephone (517) 788-4340  
FAX (517) 788-4404**

**To:** Mike Overton  
County Administrator/Controller

**Date:** January 24, 2012

**From:**  Joni Johnson

**Re:** HIPAA Compliance Amendments  
Cafeteria Plan & Group Health Plan Documents

Our attorney has advised us that it is necessary for the Board of Commissioners to adopt the attached amendments for our Cafeteria Plan (Amendment No. 3) and Group Health Plan documents (Amendment No. 1). These amendments are in light of recent HIPAA audit activity and will ensure maximum protection for our County plans. Specifically, the amendments bolster the language that already exists, stating that a list of employees with access to PHI (protected health information) can be provided by the Plan Sponsor (the County) and that enrollment/disenrollment as held by the Employer is not PHI.

I would request that these Amendments go to the Board in February for adoption along with the resolution.

Thank you.

**COUNTY OF JACKSON**

**RESOLUTION (02-12.3) TO BE ADOPTED BY THE BOARD OF COMMISSIONERS**

A Meeting of the Board of Commissioners of the County of Jackson (the "Company") was held on \_\_\_\_\_, 20\_\_. Sufficient members were present to constitute a quorum of the Commissioners of the Company. Following a reading of the Amendments and an extensive discussion concerning the provisions, the following resolutions were, upon motion duly made, unanimously adopted:

**RESOLVED**, that the County of Jackson's adoption of Amendment No. 3 to the County of Jackson Second Amended and Restated Section 125 Cafeteria Plan, Amendment No. 1 to the County of Jackson Amended and Restated Group Health Plan for POAM Employees, and Amendment No. 1 to the County of Jackson Amended and Restated Group Health Plan for Non-POAM Employees (collectively, the "Amendments"), effective as of the dates contained therein, is affirmed and ratified.

**RESOLVED FURTHER**, that the actions of the County Administrator/Controller, Michael Overton, necessary to adopt the Amendments on behalf of the County of Jackson are hereby affirmed and ratified.

I certify that the above is a true and complete record of action taken by the Board of Commissioners of the County of Jackson on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Its: \_\_\_\_\_



**AMENDMENT NO. 3 TO THE COUNTY OF JACKSON  
SECOND AMENDED AND RESTATED SECTION 125 CAFETERIA PLAN**

Amendment No. 3 to the County of Jackson Second Amended and Restated Section 125 Cafeteria Plan (the “Plan”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. Section 1.15 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.15 **“Electronic Protected Health Information (EPHI)”** means PHI that is transmitted by electronic media or maintained in electronic media, as specifically defined in the Security Rules.

2. Section 1.23 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.23 **“Individually Identifiable Health Information”** means the information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (b) relates to the past, present or future physical or mental health or condition, the provision of health care, or payment for the provision of health care to an individual and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. Section 1.30 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.30 **“Privacy Rules”** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E , as amended from time to time.

4. Section 1.31 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.31 **“Protected Health Information (PHI)”** means Individually Identifiable Health Information, except as provided below in this definition, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and employment records held by a covered entity in its role as employer.

5. Section 1.38 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.38 **“Security Rules”** means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended from time to time.

6. Section 1.40 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.40 **“Summary Health Information (SHI)”** means information, that may be Individually Identifiable Health Information and (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and (b) from which the information described at 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that such geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

7. Section 9.4A of the Plan is eliminated in its entirety, effective immediately.

8. Article 11 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

## **Article 11**

### **HIPAA Privacy and Security for Medical Expense Reimbursement**

**11.1 Permitted and Required Uses and Disclosures of Summary Health Information.** Unless otherwise permitted by law, the Plan may disclose SHI to the Plan Sponsor, if the Plan Sponsor requests SHI for the following purposes:

(a) Obtaining premium bids from health plans for providing health insurance coverage under the Plan.

(b) Modifying, amending or terminating the Plan.

**11.2 Permitted and Required Uses and Disclosure of Protected Health Information.** Unless otherwise permitted by law, the Plan may disclose PHI to the Plan Sponsor, provided the Plan Sponsor uses or discloses such PHI only for the purpose of performing plan administration functions.

However, enrollment and disenrollment functions performed by the Plan Sponsor are performed on behalf of Plan participants and beneficiaries, and are not plan administration functions. Enrollment and disenrollment information held by the Plan Sponsor is held in its capacity as an employer and is not PHI.

**11.3 Permitted Disclosure of Enrollment/Disenrollment Information.** The Plan may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

**11.4 Obligations of Plan Sponsor.** The Plan sponsor agrees that with respect to any PHI and EPHI, as applicable, disclosed to it by the Plan or any other covered entity, the Plan sponsor shall:

(a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law.

(b) Ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information.

(c) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

(d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.

(e) Make PHI available to the individual in accordance with 45 C.F.R. §164.524 (related to access of individuals to PHI).

(f) Make PHI available for amendment and incorporate any amendments to PHI in accordance with the 45 C.F.R. §164.526.

(g) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528.

(h) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with 45 C.F.R. Part 164, Subpart E.

(i) If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

(j) Ensure that the adequate separation required by the Privacy Rules is established.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the Plan; and

(l) Report to the Plan any security incident, as defined by the HIPAA Security Rules, of which it becomes aware.

(m) Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measure to protect EPHI that is created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the group health plan.

(n) Ensure that adequate separation required by the Privacy Rules and Security Rules is supported by reasonable and appropriate security measures.

**11.5 Adequate Separation.** The Plan Sponsor shall only allow employees with specific classifications/designations access to PHI and EPHI. The Plan Sponsor shall designate these employees from time to time. A list of such employees may be obtained from the Plan Sponsor. These specified employees shall only have access to and use PHI and EPHI to the extent necessary to perform plan administration functions that the Plan Sponsor performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this Article, that employee shall be subject to disciplinary action by the Plan Sponsor for noncompliance pursuant to the discipline and termination procedures of the Plan Sponsor.

The Plan Sponsor shall ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the persons designated above create, receive, maintain or transmit EPHI on behalf of the Plan.

**11.6 Certification of Plan Sponsor.** The Plan (or health insurance issuers or HMO with respect to the Plan) shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the provisions of Section 164.504(f)(2)(ii) of the Privacy Rule and that the Plan Sponsor agrees to the conditions of the disclosures set forth in this Article.

**11.7 Miscellaneous Interpretive Provision.** The following provisions apply to limit and further define the operation of HIPAA to the Plan:

(a) Notwithstanding the provisions of this Plan to the contrary, in no event shall the Plan or the Plan Sponsor be permitted to use or disclose health information in a manner that is inconsistent with HIPAA. Any ambiguity in this Article shall be resolved in favor of a meaning that permits the Plan and Plan Sponsor to comply with HIPAA. Additionally, under no circumstances does this Article extend the rights and obligations of HIPAA to benefits that would otherwise be outside the scope of HIPAA. This Article does not create any contractual rights or obligations between the Plan and other parties to Plan benefits that would otherwise be outside the scope of HIPAA. This Article does not extend application of HIPAA to create any obligations for the Plan (or any part or component within the Plan) or the Plan Sponsor that they would not otherwise have under HIPAA.

(b) This Article does not apply and has no legal effect on the Plan if the Plan does not meet the definition of “Health Plan” or “Group Health Plan” as defined by 45 C.F.R. 160.103. Under HIPAA, a “Group Health Plan” is defined as an employee welfare benefit plan (as defined in §3(1) of ERISA, 29 U.S.C. 1002(1)), including insured and self-insured plans, to the extent that the plan provides medical care (as defined in §2791(a)(2) of the Public Health Service Act, 42 U.S.C. 300gg-91(a)(2)) including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that:

(1) Has 50 or more participants (as defined in §3(7) of ERISA, 29 U.S.C. 1002(7)); or (2) Is administered by an entity other than the employer that established and maintains the plan.

(c) When permitted, it is the intention of the Plan (or any part or component within the Plan) to qualify as an exempted group health plan under 45 C.F.R. 164.520(a)(2) and 164.530(k), or qualify under any exemption of any requirement under HIPAA.

**11.8 Effective Date and Applicability of this Article.** The requirements of the Privacy Rule within this Article, including definitions (“Article”), shall be effective as of April 14, 2003, and the requirements of the Security Rule within this Article shall be effective as of April 20, 2005. However, if this Plan should qualify as a “small plan” under HIPAA, the Privacy Rule aspects of this Article will instead become effective on April 14, 2004, and the Security Rule aspects of this Article will instead become effective on April 20, 2006. In no event will this Article become effective prior to the original Effective Date of this Plan.

**11.9 HITECH Act.** This Plan shall comply with the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), 42 USC 17930 et seq. as of the dates reflected within the HITECH Act.

This Article only applies to the Medical Expense Reimbursement Program.

Executed on the date first written above.

## **County of Jackson**

By: \_\_\_\_\_  
**Michael Overton**  
**County Administrator/Controller**

Amendment No. 3 to the County of Jackson  
Second Amended and Restated Section 125 Cafeteria Plan

**AMENDMENT NO. 1 TO THE COUNTY OF JACKSON  
AMENDED AND RESTATED GROUP HEALTH PLAN FOR NON-POAM EMPLOYEES**

Amendment No. 1 to the County of Jackson Amended and Restated Group Health Plan for Non-POAM Employees (the “Plan”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. Section 1.12 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.12 **“Electronic Protected Health Information (EPHI)”** means PHI that is transmitted by electronic media or maintained in electronic media, as specifically defined in the Security Rules.

2. Section 1.22 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.22 **“Individually Identifiable Health Information”** means the information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (b) relates to the past, present or future physical or mental health or condition, the provision of health care, or payment for the provision of health care to an individual and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. Section 1.34 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.34 **“Privacy Rules”** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E , as amended from time to time.

4. Section 1.35 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.35 **“Protected Health Information (PHI)”** means Individually Identifiable Health Information, except as provided below in this definition, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium. Protected Health Information excludes Individually Identifiable Health Information in education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and employment records held by a covered entity in its role as employer.

5. Section 1.39 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.39 **“Security Rules”** means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended from time to time.

6. Section 1.41 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.41 **“Summary Health Information (SHI)”** means information, that may be Individually Identifiable Health Information and (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and (b) from which the information described at 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that such geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

7. Section 2.5 of the Plan is eliminated in its entirety, effective immediately.

8. Article 4 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

## **Article 4**

### **HIPAA Privacy and Security Health Information for Self Insured Group Health Plans**

4.1 **Permitted and Required Uses and Disclosures of Summary Health Information.** Unless otherwise permitted by law, the Plan may disclose SHI to the Plan Sponsor, if the Plan Sponsor requests SHI for the following purposes:

(a) Obtaining premium bids from health plans for providing health insurance coverage under the Plan.

(b) Modifying, amending or terminating the Plan.

4.2 **Permitted and Required Uses and Disclosure of Protected Health Information.** Unless otherwise permitted by law, the Plan may disclose PHI to the Plan Sponsor, provided the Plan Sponsor uses or discloses such PHI only for the purpose of performing plan administration functions.

However, enrollment and disenrollment functions performed by the Plan Sponsor are performed on behalf of Plan participants and beneficiaries, and are not plan administration functions. Enrollment and disenrollment information held by the Plan Sponsor is held in its capacity as an employer and is not PHI.

**4.3 Permitted Disclosure of Enrollment/Disenrollment Information.** The Plan may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

**4.4 Obligations of Plan Sponsor.** The Plan sponsor agrees that with respect to any PHI and EPHI, as applicable, disclosed to it by the Plan or any other covered entity, the Plan sponsor shall:

(a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law.

(b) Ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information.

(c) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

(d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.

(e) Make PHI available to the individual in accordance with 45 C.F.R. §164.524 (related to access of individuals to PHI).

(f) Make PHI available for amendment and incorporate any amendments to PHI in accordance with the 45 C.F.R. §164.526.

(g) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528.

(h) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with 45 C.F.R. Part 164, Subpart E.

(i) If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

(j) Ensure that the adequate separation required by the Privacy Rules is established.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the Plan; and

(l) Report to the Plan any security incident, as defined by the HIPAA Security Rules, of which it becomes aware.



(m) Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measure to protect EPHI that is created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the group health plan.

(n) Ensure that adequate separation required by the Privacy Rules and Security Rules is supported by reasonable and appropriate security measures.

**4.5 Adequate Separation.** The Plan Sponsor shall only allow employees with specific classifications/designations access to PHI and EPHI. The Plan Sponsor shall designate these employees from time to time. A list of such employees may be obtained from the Plan Sponsor. These specified employees shall only have access to and use PHI and EPHI to the extent necessary to perform plan administration functions that the Plan Sponsor performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this Article, that employee shall be subject to disciplinary action by the Plan Sponsor for noncompliance pursuant to the discipline and termination procedures of the Plan Sponsor.

The Plan Sponsor shall ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the persons designated above create, receive, maintain or transmit EPHI on behalf of the Plan.

**4.6 Certification of Plan Sponsor.** The Plan (or health insurance issuers or HMO with respect to the Plan) shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the provisions of Section 164.504(f)(2)(ii) of the Privacy Rule and that the Plan Sponsor agrees to the conditions of the disclosures set forth in this Article.

**4.7 Miscellaneous Interpretive Provision.** The following provisions apply to limit and further define the operation of HIPAA to the Plan:

(a) Notwithstanding the provisions of this Plan to the contrary, in no event shall the Plan or the Plan Sponsor be permitted to use or disclose health information in a manner that is inconsistent with HIPAA. Any ambiguity in this Article shall be resolved in favor of a meaning that permits the Plan and Plan Sponsor to comply with HIPAA. Additionally, under no circumstances does this Article extend the rights and obligations of HIPAA to benefits that would otherwise be outside the scope of HIPAA. This Article does not create any contractual rights or obligations between the Plan and other parties to Plan benefits that would otherwise be outside the scope of HIPAA. This Article does not extend application of HIPAA to create any obligations for the Plan (or any part or component within the Plan) or the Plan Sponsor that they would not otherwise have under HIPAA.

(b) This Article does not apply and has no legal effect on the Plan if the Plan does not meet the definition of “Health Plan” or “Group Health Plan” as defined by 45 C.F.R. 160.103. Under HIPAA, a “Group Health Plan” is defined as an employee welfare benefit plan (as defined in §3(1) of ERISA, 29 U.S.C. 1002(1)), including insured and self-insured plans, to the extent that the plan provides medical care (as defined in §2791(a)(2) of the Public Health Service Act, 42 U.S.C. 300gg-91(a)(2)) including items and services paid for as medical care, to employees or their dependents directly or through insurance, reimbursement, or otherwise, that:

(1) Has 50 or more participants (as defined in §3(7) of ERISA, 29 U.S.C. 1002(7)); or (2) Is administered by an entity other than the employer that established and maintains the plan.

(c) When permitted, it is the intention of the Plan (or any part or component within the Plan) to qualify as an exempted group health plan under 45 C.F.R. 164.520(a)(2) and 164.530(k), or qualify under any exemption of any requirement under HIPAA.

**4.8 Effective Date and Applicability of this Article.** The requirements of the Privacy Rule within this Article, including definitions (“Article”), shall be effective as of April 14, 2003, and the requirements of the Security Rule within this Article shall be effective as of April 20, 2005. However, if this Plan should qualify as a “small plan” under HIPAA, the Privacy Rule aspects of this Article will instead become effective on April 14, 2004, and the Security Rule aspects of this Article will instead become effective on April 20, 2006. In no event will this Article become effective prior to the original Effective Date of this Plan.

**4.9 Hybrid Entity.** This provision only applies to the extent to which the Plan provides any non-health benefits such as (but not limited to) disability benefits or group term life insurance benefits. The Plan is a separate legal entity whose business activities include functions covered by the HIPAA Privacy Rules as well as functions not covered by those rules. As a result, the Plan is a “hybrid entity” as that term is defined in the HIPAA Privacy Rules. The Plan’s covered functions are its Health Care Components. All other benefits are non-covered functions. Therefore, the Plan hereby designates that it shall only be a covered entity under the HIPAA Privacy Rules with respect to the Health Care Components of the Plan.

**4.10 HITECH Act.** This Plan shall comply with the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), 42 USC 17930 et seq. as of the dates reflected within the HITECH Act.

This Article only applies to health plan coverage within the Component Benefit Programs.

Executed on the date first written above.

## **County of Jackson**

By: \_\_\_\_\_  
**Michael Overton**  
**County Administrator/Controller**

Amendment No. 1 to the County of Jackson  
Amended and Restated Group Health Plan for Non-POAM Employees

**AMENDMENT NO. 1 TO THE COUNTY OF JACKSON  
AMENDED AND RESTATED GROUP HEALTH PLAN FOR POAM EMPLOYEES**

Amendment No. 1 to the County of Jackson Amended and Restated Group Health Plan for POAM Employees (the “Plan”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

1. Section 1.12 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.12 **“Electronic Protected Health Information (EPHI)”** means PHI that is transmitted by electronic media or maintained in electronic media, as specifically defined in the Security Rules.

2. Section 1.22 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.22 **“Individually Identifiable Health Information”** means the information that is a subset of health information, including demographic information collected from an individual, and: (a) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (b) relates to the past, present or future physical or mental health or condition, the provision of health care, or payment for the provision of health care to an individual and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

3. Section 1.34 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.34 **“Privacy Rules”** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E , as amended from time to time.

4. Section 1.35 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

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5. Section 1.39 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.39 “**Security Rules**” means the Security Standards and Implementation Specifications at 45 C.F.R. Part 160 and Part 164, Subparts A and C, as amended from time to time.

6. Section 1.41 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

1.41 “**Summary Health Information (SHI)**” means information, that may be Individually Identifiable Health Information and (a) that summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and (b) from which the information described at 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that such geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five digit zip code.

7. Section 2.5 of the Plan is eliminated in its entirety, effective immediately.

8. Article 4 of the Plan is amended in its entirety, effective as of the Plan’s Effective Date (or other date as required by law), to read as follows:

## **Article 4**

### **HIPAA Privacy and Security Health Information for Self Insured Group Health Plans**

4.1 **Permitted and Required Uses and Disclosures of Summary Health Information.** Unless otherwise permitted by law, the Plan may disclose SHI to the Plan Sponsor, if the Plan Sponsor requests SHI for the following purposes:

(a) Obtaining premium bids from health plans for providing health insurance coverage under the Plan.

(b) Modifying, amending or terminating the Plan.

4.2 **Permitted and Required Uses and Disclosure of Protected Health Information.** Unless otherwise permitted by law, the Plan may disclose PHI to the Plan Sponsor, provided the Plan Sponsor uses or discloses such PHI only for the purpose of performing plan administration functions.

However, enrollment and disenrollment functions performed by the Plan Sponsor are performed on behalf of Plan participants and beneficiaries, and are not plan administration functions. Enrollment and disenrollment information held by the Plan Sponsor is held in its capacity as an employer and is not PHI.

**4.3 Permitted Disclosure of Enrollment/Disenrollment Information.** The Plan may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

**4.4 Obligations of Plan Sponsor.** The Plan sponsor agrees that with respect to any PHI and EPHI, as applicable, disclosed to it by the Plan or any other covered entity, the Plan sponsor shall:

(a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law.

(b) Ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information.

(c) Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.

(d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.

(e) Make PHI available to the individual in accordance with 45 C.F.R. §164.524 (related to access of individuals to PHI).

(f) Make PHI available for amendment and incorporate any amendments to PHI in accordance with the 45 C.F.R. §164.526.

(g) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528.

(h) Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with 45 C.F.R. Part 164, Subpart E.

(i) If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

(j) Ensure that the adequate separation required by the Privacy Rules is established.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that it creates, receives, maintains, or transmits on behalf of the Plan; and

(l) Report to the Plan any security incident, as defined by the HIPAA Security Rules, of which it becomes aware.

(m) Ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measure to protect EPHI that is created, received, maintained or transmitted to or by the Plan Sponsor on behalf of the group health plan.

(n) Ensure that adequate separation required by the Privacy Rules and Security Rules is supported by reasonable and appropriate security measures.

**4.5 Adequate Separation.** The Plan Sponsor shall only allow employees with specific classifications/designations access to PHI and EPHI. The Plan Sponsor shall designate these employees from time to time. A list of such employees may be obtained from the Plan Sponsor. These specified employees shall only have access to and use PHI and EPHI to the extent necessary to perform plan administration functions that the Plan Sponsor performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this Article, that employee shall be subject to disciplinary action by the Plan Sponsor for noncompliance pursuant to the discipline and termination procedures of the Plan Sponsor.

The Plan Sponsor shall ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the persons designated above create, receive, maintain or transmit EPHI on behalf of the Plan.

**4.6 Certification of Plan Sponsor.** The Plan (or health insurance issuers or HMO with respect to the Plan) shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the provisions of Section 164.504(f)(2)(ii) of the Privacy Rule and that the Plan Sponsor agrees to the conditions of the disclosures set forth in this Article.

**4.7 Miscellaneous Interpretive Provision.** The following provisions apply to limit and further define the operation of HIPAA to the Plan:

(a) Notwithstanding the provisions of this Plan to the contrary, in no event shall the Plan or the Plan Sponsor be permitted to use or disclose health information in a manner that is inconsistent with HIPAA. Any ambiguity in this Article shall be resolved in favor of a meaning that permits the Plan and Plan Sponsor to comply with HIPAA. Additionally, under no circumstances does this Article extend the rights and obligations of HIPAA to benefits that would otherwise be outside the scope of HIPAA. This Article does not create any contractual rights or obligations between the Plan and other parties to Plan benefits that would otherwise be outside the scope of HIPAA. This Article does not extend application of HIPAA to create any obligations for the Plan (or any part or component within the Plan) or the Plan Sponsor that they would not otherwise have under HIPAA.

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(1) Has 50 or more participants (as defined in §3(7) of ERISA, 29 U.S.C. 1002(7)); or (2) Is administered by an entity other than the employer that established and maintains the plan.

(c) When permitted, it is the intention of the Plan (or any part or component within the Plan) to qualify as an exempted group health plan under 45 C.F.R. 164.520(a)(2) and 164.530(k), or qualify under any exemption of any requirement under HIPAA.

**4.8 Effective Date and Applicability of this Article.** The requirements of the Privacy Rule within this Article, including definitions (“Article”), shall be effective as of April 14, 2003, and the requirements of the Security Rule within this Article shall be effective as of April 20, 2005. However, if this Plan should qualify as a “small plan” under HIPAA, the Privacy Rule aspects of this Article will instead become effective on April 14, 2004, and the Security Rule aspects of this Article will instead become effective on April 20, 2006. In no event will this Article become effective prior to the original Effective Date of this Plan.

**4.9 Hybrid Entity.** This provision only applies to the extent to which the Plan provides any non-health benefits such as (but not limited to) disability benefits or group term life insurance benefits. The Plan is a separate legal entity whose business activities include functions covered by the HIPAA Privacy Rules as well as functions not covered by those rules. As a result, the Plan is a “hybrid entity” as that term is defined in the HIPAA Privacy Rules. The Plan’s covered functions are its Health Care Components. All other benefits are non-covered functions. Therefore, the Plan hereby designates that it shall only be a covered entity under the HIPAA Privacy Rules with respect to the Health Care Components of the Plan.

**4.10 HITECH Act.** This Plan shall comply with the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), 42 USC 17930 et seq. as of the dates reflected within the HITECH Act.

This Article only applies to health plan coverage within the Component Benefit Programs.

Executed on the date first written above.

## **County of Jackson**

By: \_\_\_\_\_  
**Michael Overton**  
**County Administrator/Controller**

Amendment No. 1 to the County of Jackson  
Amended and Restated Group Health Plan for POAM Employees



# JACKSON COUNTY

## OFFICE OF THE SHERIFF

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

Steven P. Rand  
Sheriff

Christopher A. Kuhl  
Undersheriff

**TO:** Personnel & Finance Committee  
Board of County Commissioners

**FROM:** Christopher Kuhl, Undersheriff  
Ric Scheele, Director of Facilities/Fleet Operations

**SUBJECT:** Police Vehicle Purchase

**DATE:** January 25, 2012

### **Motion Requested**

Approval to move to the full Board, the purchase of police vehicles on the State of Michigan MI Deal plan, three V8 Dodge Chargers from Snethkamp Dodge of Lansing MI for \$22,638.00 each (\$67,914.00) and one Ford Taurus from Gorno Ford of Woodhaven MI for \$19,895.00.

### **I. Background**

- A.** The Sheriff's Office typically rotates or replaces expended patrol cars each year. These patrol cars have been thoroughly used and are at the end of their useful life normally in the neighborhood of 150,000 miles before being taken out of service.
- B.** Sheriff's Deputies are a mobile work force and patrol vehicles endure all elements and typically run 24 hours a day for many days straight. Patrol vehicles serve as the Deputy Sheriff's office. The Sheriff's Office also added two contractual police services, Parma and Sandstone in 2011 and deploys more vehicles into the field.



- C. Investigative vehicles serve Detectives in many capacities including surveillance, responding into the field and crime scenes and blending into the general public for other investigative purposes. This vehicle will be assigned to investigative personnel for work in the field.

## II. Current Situation

- A. The Sheriff's Office currently possess a 2009 Crown Victoria patrol car with a 121,000 miles, a 2008 Patrol Car with 126,000 miles and a 2007 Crown Victoria Patrol Car with 124,000 miles. These vehicles will be turned in for auction. That mileage is anticipated to increase before being taken out of the fleet. Each of the Crown Victoria patrol cars is beginning to reach the miles and time in the field where the vehicles begin to experience significant suspension and drive train issues
- B. The Sheriff's Office currently possesses a 1999 Mercury Sable used as investigative and undercover operations by Detectives. This vehicle has 113,000 miles. The investigative vehicle has many significant issues including, major front suspension issues along with a serious transmission slip and the trunk is no longer water tight. At this point, no equipment can be stored inside the trunk. The time and cost of maintaining this vehicle has become more than the vehicle is worth. This vehicle would be turned in for auction/disposal.

## III. Analysis

- A. **Strategic:** This purchase ties in with the "Safe Communities" strategic plan adopted by the Board of Commissioners.
- B. **Financial:** The 2012 Capital equipment budget for the Office of the Sheriff has this purchase funded in its entirety.
- C. **Legal:** By County policy, this purchase must be approved by the Personnel and Finance Committee and the Board of Commissioners.
- D. **Timing:** The Personnel and Finance Committee has to approve this motion to allow the request for purchase to move forward to the Board of Commissioners for final approval.

## IV. Recommendation

The Undersheriff and Director of Fleet/Facilities recommend the purchase of these vehicles.



# Jackson County ADMINISTRATOR/CONTROLLER

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Michael Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

**TO:** Personnel and Finance Committee  
Board of County Commissioners

**FROM:** Connie Frey  
Information Technology Director

**SUBJECT:** Phone System Upgrade

**DATE:** February 2, 2012

## **Motion Requested**

To award hardware, software and services contract to Suntel Services in the amount of \$275,670.62.

### **I. Background**

- A. Our existing phone system is over 9 years old. The core hardware is out of warranty and support. In light of our recent move to a VMware virtual server environment, we can now use the virtual server for our Voice over Internet Protocol (IP) phone system.
- B. Previous phones were 100 MB (Megabyte) and are now the bottleneck to speed for our connected desktops. New phones will be 1 GB (Gigabyte). New technology is available to enhance our user experience and provide more functionality. Ease of administration and support were key concerns also.
- C. Our recent migration to Exchange Server will allow us to pursue unified messaging, which allows email and voicemail to be stored and accessed together in Outlook, and we have added an application to the queue that will allow 4 digit dialing of our internal numbers.
- D. Our recent migration to Microsoft Active Directory will provide a unified point of control for technicians to help end users. Active Directory policies can speed the setup of new phones.

### **II. Current Situation**

- A. In accordance with Policy No. 2030 we contacted 3 vendors for quotes and project proposals.
- B. Proposals were received from the following vendors:
  - 1. Suntel
  - 2. Cisco
  - 3. GreatLakes

February 2, 2012

- C. After reviewing the proposals, we have selected Suntel as the most responsive vendor based on the evaluation specifications.
- D. Suntel used government pricing model NJPA (National Joint Powers Alliance) with Mitel. This is an alliance that has discount pricing from over 45 nationally acclaimed vendors and thousands of competitively bid products. Suntel is a proven vendor with a good service record with Jackson County. They currently provide our Cisco SmartNet support. In review of our needs they provided the most comprehensive solution.

### III. Analysis

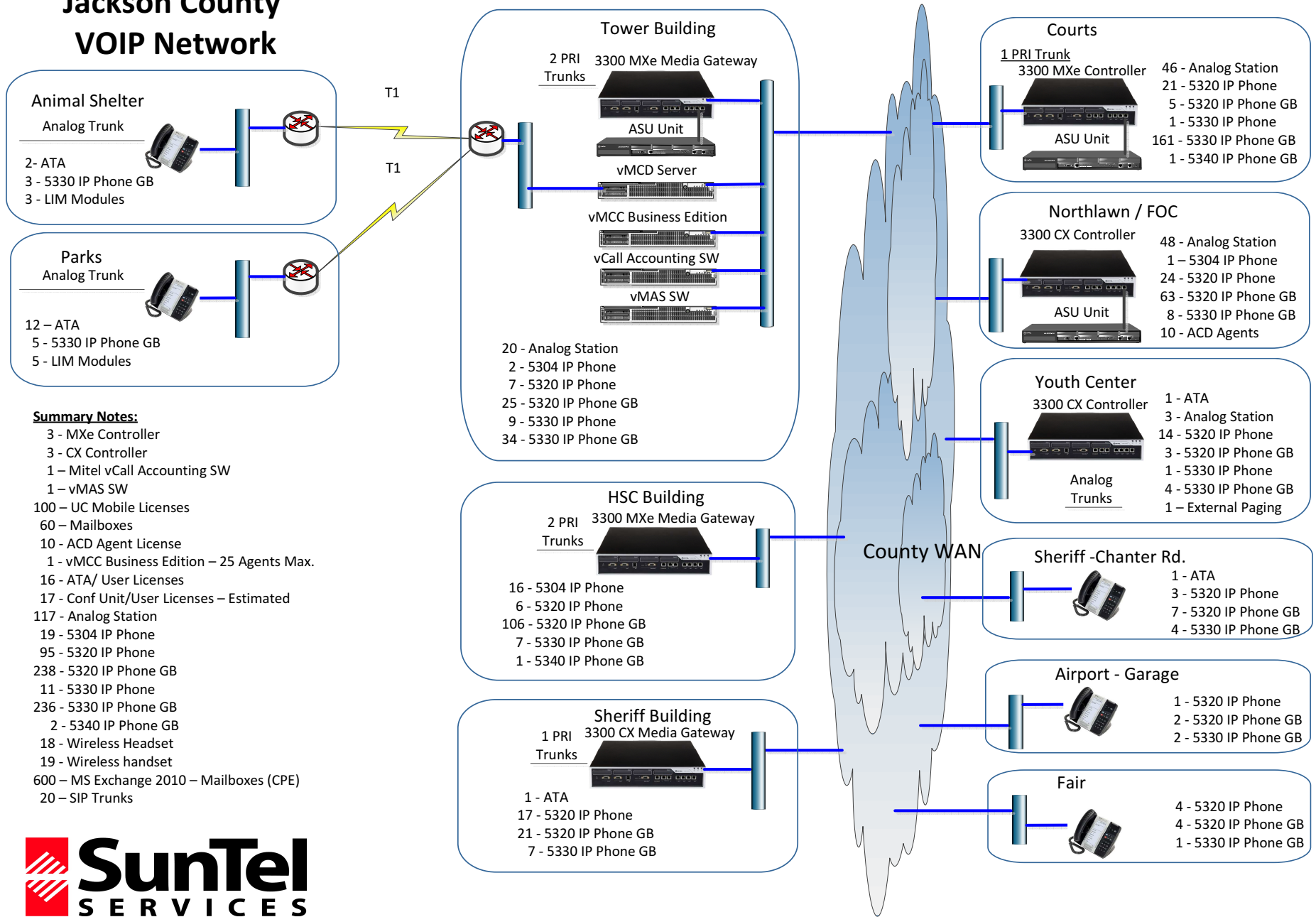
- A. **Strategic** – The new phone system supports the Board’s Improved Work Environment Strategic Goal by improving our communication methodology. Mobile support with 4 digit dialing on cell or smartphones. Mitel provides tools to enhance employee effectiveness with unified communications. In addition to being easier to support from an information technology perspective, the virtual phone system will create synergies and efficiencies with other software currently used by county employees. The new system will be in a virtual environment helping to reduce hardware and software costs and annual support. Energy efficiency is achieved in the virtual environment. The new design will provide more support in the event of an outage with additional controllers and higher availability.
- B. **Financial** – The Board of Commissioners budgeted sufficient funds in the 2012 Capital Budget to cover \$250,000.00 of the proposal and the additional \$25,670.62 amount will be covered by resale of the old equipment (\$19,000) and the IT maintenance line item (\$6,670.62).
- C. **Timing** – The proposal is only valid for 60 days. If the contract is not awarded, the county will have to re-solicit proposals.
- D. **Legal** – As per Policy No. 2030, approval from the appropriate standing committee, Personnel and Finance, is required for purchases greater than \$50,000. NJPA has nationally solicited, evaluated and awarded contracts through a competitive bidding process on behalf of its members. These contracts can be leveraged by municipalities under the authority of NJPA’s enabling legislation and your state’s procurement laws and/or Joint Powers Authority. These laws allow access to NJPA’s contracts and procurement process to satisfy your local/state bidding requirements, avoiding duplication of the process.

### IV. Recommendation

The Information Technology Director requests the Personnel and Finance Committee to award a hardware, software and services contract to Suntel in the amount of \$275,670.42.

**Attachments:** Contract with Suntel

# Jackson County VOIP Network





## Standard Purchase Terms and Conditions

1. **PARTIES:** These terms and conditions are part and parcel to Proposal Schedule A number(s) \_\_\_\_\_ and between SunTel Services, LLC d/b/a SunTel Services, (hereafter collectively referred to as "SunTel") and Jackson County (hereafter referred to as Customer).
2. **PAYMENT:** Payment of the purchased equipment outlined in the Proposal(s)/Schedule(s) shall be made as outlined on the face of the Proposal(s). Acceptance of the equipment occurs 10 days after installation unless written notification to the contrary is made by Customer. **All transportation, rigging, drayage, handling and travel outside the primary service area will be billed based on actual time spent and /or expenses incurred unless expressly included in the proposal scope of services.**
3. Any additions and/or deletions will be detailed in a Customer change order and approved prior to order and /or execution of said services. These change orders will be billed with the last acceptance payment unless otherwise specified. Any delays in receiving approved change orders, significant changes in the scope of project or customer delays could impact the completion and cutover dates of the project.
4. **TAXES:** Customer agrees to pay all taxes, however designated, levied or based on prices or on this Agreement or the Equipment, including but not limited to privilege, excise, sales or use taxes, whether state, local or federal, and any taxes or amounts in lieu thereof paid or payable by SunTel relative to the foregoing, exclusive, however, of taxes based on net income. Any personal property taxes assessable to the Equipment after delivery to the carrier shall be borne by Customer.
5. **INSTALLATION:** Installation facilities, including space, electrical power, cable troughs and the like, will be provided by Customer in accordance with SunTel's installation specifications at Customer's expense. Any delays due to construction, equipment availability, facility availability or/and carrier readiness will be the sole responsibility of the customer. Costs could include but not be limited to additional material, time and travel expenses.
6. **PRICE PROTECTION:** Unless otherwise agreed, the prices of the Equipment stated herein will not be subject to any price increase during the period beginning upon acceptance of this Agreement by SunTel, and extending through the date the equipment is shipped. However, price protection shall not exceed 120 days unless otherwise agreed in writing.
7. **WARRANTY:** SunTel will pass through to Customer any and all manufactures warranties. No other warranties are included unless expressly stated in the Proposal Schedule A. Any and all expenses to assist customer in resolving manufacture and/or carrier issues will be billed directly to the customer based on the current SunTel hourly rate schedule. SunTel will provide a twelve (12) month warranty on all labor provided as part of this contract.
8. **TITLE/SECURITY INTEREST:** Title to each piece or unit of Equipment shall pass to Customer only when payment in full for said equipment has been made to SunTel by Customer. Until that time, SunTel specifically reserves a purchase money security interest in each piece and/or unit of Equipment as outlined on the Proposal(s) and said lien exists until payment in full has been made. Customer agrees to execute all documents to effectuate SunTel's retention and perfection of the lien rights articulated herein, including but not limited to, any and all Uniform Commercial Code (UCC) financing statements or similar documentation. In the event Customer fails to perform any of its duties or obligations pursuant to these Terms and Conditions, SunTel may exercise any or all of its legal or equitable remedies including UCC remedies.
9. **RISK OF LOSS/INSURANCE:** During the period of time during which the Equipment is in transit, and until delivery upon the Customer's designated site, SunTel and its insurers, if any, will relieve Customer of responsibility for all risks of loss or damage to the Equipment, except damage caused by Customer's fault or negligence, or loss or damage due to nuclear reaction, nuclear radiation or radioactive contamination caused by Customer. After the delivery at Customer's designated location, the risk of loss or damage shall transfer to Customer. Customer will insure the Equipment for its full replacement value against loss or damage by fire, accident, theft and other hazards and risks, from the date of its delivery until such time as all payments due SunTel under this Agreement have been made. All such insurance shall be carried with insurers of good standing, shall be in form satisfactory to SunTel, and shall be made payable jointly to SunTel and Customer as their interests may appear at the time of any claim. The insurance shall provide for thirty (30) days prior written notice to SunTel of lapse or cancellation of such insurance for any reason.
10. **ADDITIONAL FEATURES AND ENGINEERING CHANGE:** the manufacturer may make Changes to the configuration of equipment described herein until the installation of the equipment. Additional features which are field installable may be ordered in writing by Customer under this Agreement at any time after acceptance by SunTel, for installation on the Equipment subject to the then prevailing prices, terms and conditions for such features and their installation. The warranties on such features will be limited to the un-expired warranties, if any, provided by the Equipment manufacturer and no further warranties are now or at that time given or provided by SunTel to Customer. SunTel makes no representation that any equipment, attachments, features or engineering changes which may be sought in the future will be suitable for use, or in connection with, the Equipment specified herein.
11. **NO ASSIGNMENT:** Unless SunTel provides prior written consent, Customer will not assign or transfer this Agreement, nor will Customer permit the use of the Equipment during the warranty period, if any, by any person or entity other than the operators in Customer's

direct employ or under customer's direct supervision or by representatives of SunTel.

12. **FULLY INTEGRATED AGREEMENT.** The Proposals, schedules and these terms and conditions constitute the entire agreement between parties relative to the Equipment being purchased. There are no other understandings, agreements, representations or warranties expressed or implied. No SunTel employee, agent or representative has the authority to bind SunTel to any oral representation or warranty concerning the Equipment or this agreement. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, unless such waiver, amendment, modification, rescission or cancellation is made in writing signed by the party to be charged.
13. **PROPER USAGE:** Customer agrees to be responsible for assuring the proper use of the equipment and programs, as well as operating methods and procedures for establishing all proper checkpoints necessary for the intended use of the Equipment. Customer agrees that SunTel will not be liable for any damage caused by Customer's failure to fulfill these responsibilities.
14. **NO CONSEQUENTIAL DAMAGES:** Customer agrees that SunTel is not liable for any action in tort or any incidental, indirect, special, or consequential damages, including lost profits, in connection with, or arising out of, the performance or non-performance of this Agreement and Customer's relationship with SunTel. Customer also agrees that SunTel is not liable for any failure or delay in performance hereunder, which is due, in whole or in part, to any cause beyond SunTel's control including but not limited to delays of customer provided facilities, manufacturer's defects, toll fraud, network viruses, or carrier failures. SunTel's liability to pay damages as a result of non-performance of this agreement or any cause of action relating thereto shall in no event exceed the purchase price of the Equipment.
15. **REPOSSESSION/COLLECTION OF ARREARAGES:** Customer's failure to pay any amounts when due hereunder shall give SunTel the right to remove all of the Equipment upon SunTel's providing at least ten (10) days prior written notice to Customer that SunTel intends to repossess said equipment. SunTel's repossession of the Equipment shall be without prejudice to any other remedies SunTel may have. Unless Customer provides written notification of dissatisfaction of the equipment within 10 days after said problem or defect was known to customer or

should, by reasonable diligence, have been known to Customer, Customer agrees to pay all costs and expenses, including reasonable arbitration and/or litigation costs and attorney's fees incurred by SunTel in repossessing, leasing or selling the equipment and collecting any arrearages due by Customer. Customer further agrees that if payment is not received by SunTel on the due date, Customer shall, to the extent permitted by law, pay on demand, the principal balance together with the time price differential, and not as interest, an amount equal to one and one-half percent (1 1/2 %) of the outstanding principal balance for each 30 day period during which the balance has been accrued but remains unpaid.

16. **NOTICE:** Any notice or communication given or required under this Agreement will be in writing and will be deemed to have been given when mailed by United States postal carrier or other common carrier, to the other party, at the address stated herein above. A change of address for either party may be made in the same manner as the giving of any other notice.
17. **GOVERNING LAW:** the laws of the State of Michigan shall govern These Standard Terms and Conditions and the relationship by and between SunTel and Customer. Should any term or provision of this Agreement be held to be void, voidable or invalid, then such term or provision will be enforced to the fullest extent of the law or stricken but will not effect the validity of the rest or remainder of these Standard Terms and Conditions.
18. **ARBITRATION/LITIGATION:** At SunTel's discretion, any dispute arising out of or in respect to this agreement or the parties' relationship shall be subject to resolution via the American Arbitration Association located in southeastern Michigan. SunTel may also commence legal proceedings in any District or Circuit Court within the County of Oakland or where Customer has its principal place of business. Any suit brought against SunTel shall be, within SunTel's sole discretion, subject to Arbitration or a transfer of venue to any District or Circuit Court within the County of Oakland.
19. **THIS AGREEMENT IS EXCLUSIVE AND IN LIEU OF ALL AGREEMENTS EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
20. **BY INITIALING BELOW, CUSTOMER ACKNOWLEDGES THAT AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS READ AND UNDERSTANDS THESE STANDARD TERMS AND CONDITIONS AND AGREES TO SAME.**

**Customer: Jackson County**

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name and Title  
  
\_\_\_\_\_  
Date

**SunTel Services**

By: \_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Name and Title  
  
\_\_\_\_\_  
Date



2401 S. Linden Road, Suite C  
 Flint, MI 48532  
 Ph:810-733-7210 Fax: 810-733-7640

## Proposal Schedule A

**Jackson County**

**Mitel IP Solution w/ ASU Units**

Proposal #: 6551-049

1/24/2012

Page 1 of 4

### Proposed to:

Attn: **Frey, Connie**  
 Addr: Jackson County  
 120 W. Michigan Ave.  
 Jackson, MI 49201

Phone: (517) 768-6717  
 Fax: (517) 780-4759

### Installation location:

Attn: Frey, Connie  
 Addr: Jackson County  
 120 W Michigan Ave.  
 Jackson, MI 49201

Phone: (517) 768-6717  
 Fax: (517) 780-4759

**Tax Exempt: YES**

**Tax ID:**

**Sales Persons:**

Darwin Balcom

Qty	Mfctr	Part Number	Description	Material List	Installed Unit Price		Extended Price
					Material	Labor	
Virtual MCD - Tower Building							
1	SPECIAL	NJ-54005353	Virtual MCD Enterprise System	1,860.00	1,860.00		1,860.00
1	SPECIAL	NJ-54005064	MCD IDS Connection License	930.00	930.00		930.00
1	SPECIAL	NJ-54005330	Enterprise License Group	620.00	620.00		620.00
1	SPECIAL	NJ-51016170	Live Content Suite (5320/30/40/60)				0.00
1	SPECIAL	NJ-54005400	10 MCD SIP Trunks	697.50	697.50		697.50
10	SPECIAL	NJ-54005043	MCD Enterprise Active Agent License	93.00	93.00		930.00
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
633	SPECIAL	NJ-54005197	Estimated Software Assurance - User	3.10	3.10		1,962.30
1	SPECIAL	NJ-54005419	STD SWAS Designated License Mgr				0.00
1	SPECIAL	PROMOTION	Mitel Promotion - Expires March 30, 2012	-55,904.40	-55,904.40		-55,904.40
Media Gateway							
1	SPECIAL	NJ-52002545	3300 Mx Media Gateway Package	6,745.60	6,745.60		6,745.60
1	SPECIAL	NJ-50006268	3300 Mx III Controller 32G SATA SSD	636.00	636.00		636.00
1	SPECIAL	NJ-50005084	Mx AC POWER SUPPLY	310.00	310.00		310.00
3	SPECIAL	NJ-50006271	Pwr Cord C13 10A 125V - (Cntl-Server)	9.30	9.30		27.90
1	SPECIAL	NJ-50005105	Analog Service Unit (ASU) II	434.00	434.00		434.00
60	SPECIAL	NJ-54000297	MCD Mailbox license	31.00	31.00		1,860.00
30	SUNTEL	PROG	Programming			89.10	2,673.00
1	SPECIAL	NJ-50005731	24 Port ONSP Card	533.20	533.20		533.20
16	SPECIAL	NJ-54002701	3300 ONS Line License	46.50	46.50		744.00
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
16	SPECIAL	NJ-54005196	STD SWAS MCD ONS (ANALOG)	1.86	1.86		29.76
Station Peripherals							
19	SPECIAL	NJ-51011571	5304 IP Phone	102.30	102.30		1,943.70
98	SPECIAL	NJ-50006191	5320 IP Phone	155.00	155.00		15,190.00
241	SPECIAL	NJ-50006362	5320 IP Phone with GB Stand Bundle	204.60	204.60		49,308.60
11	SPECIAL	NJ-50005804	5330 IP Phone	229.40	229.40		2,523.40
230	SPECIAL	NJ-50006363	5330 IP Phone with GB Stand Bundle	279.00	279.00		64,170.00
2	SPECIAL	NJ-50006361	5340 IP Phone w/Gigabit Stand Bundle	341.00	341.00		682.00



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## Proposal Schedule A

Jackson County

Mitel IP Solution w/ ASU Units

Proposal #: 6551-049

1/24/2012

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Qty	Mfctr	Part Number	Description	Material List	Installed Unit Price		Extended Price
					Material	Labor	
8	SPECIAL	NJ-50004197	Mitel Line Interface Module (NA)	104.78	104.78		838.24
8	SPECIAL	NJ-51015131	48VDC Ethernet Power Adapter Universal, 100-240V, 50-60Hz (ES)	24.80	24.80		198.40
8	SPECIAL	NJ-51005172	PWR CRD C7 2.5A 125V-NA PLUG	3.10	3.10		24.80
19	SPECIAL	NJ-50005711	Cordless Handset & Module Bundle (NA DECT)	201.50	201.50		3,828.50
18	SPECIAL	NJ-50005712	Cordless Headset & Module Bundle (NA DECT)	291.40	291.40		5,245.20
633	SPECIAL	NJ-54004975	MCD Enterprise User License	111.60	111.60		70,642.80
<b>Mitel Contact Center SW - vMCC</b>							
1	SPECIAL	NJ-51300670	Virtual Contact Center	2,604.00	2,604.00		2,604.00
1	SPECIAL	NJ-51301173	BE IVR Base Software	1,922.00	1,922.00		1,922.00
1	SPECIAL	NJ-54002590	CCM BE Base 5 Agents & 1 Supervisor	1,674.00	1,674.00		1,674.00
2	SPECIAL	NJ-54002602	CCM BE 5 Agent Reporting Agent Pack	992.00	992.00		1,984.00
1	SPECIAL	NJ-54002603	CCM BE 1 Supervisor Desktop	93.00	93.00		93.00
1	SPECIAL	NJ-54002608	ICC BE	1,147.00	1,147.00		1,147.00
2	SPECIAL	NJ-54002644	CCM BE 5 Agent Desktop Pack	124.00	124.00		248.00
1,711	SPECIAL	NJ-51300646	Estimated CC Software Assurance: Standard	0.62	0.62		1,060.82
<b>vMAS SW</b>							
1	SPECIAL	NJ-54005422	MAS 3.0 Virtual Appliance	616.90	616.90		616.90
2	SPECIAL	NJ-54005298	UC Mobile User Connect Uplift - 50 Users	620.00	620.00		1,240.00
40	SPECIAL	NJ-54004975	MCD Enterprise User License	111.60	111.60		4,464.00
80	SPECIAL	NJ-54005197	Estimated Software Assurance - User	3.10	3.10		248.00
1	SPECIAL	NJ-54005222	Estimated Software Assurance - MAS Base	48.00	48.00		48.00
100	SPECIAL	NJ-54005226	STD SWAS MAS UCM USER	1.24	1.24		124.00
<b>vCall Accounting SW</b>							
1	SPECIAL	NJ-51300619	Call Accounting Starter Pack Software	806.00	806.00		806.00
1	SPECIAL	NJ-51300621	Call Accounting - 250 Extension Pack	697.50	697.50		697.50
1	SPECIAL	NJ-51300622	Call Accounting - 500 Extension Pack	1,085.00	1,085.00		1,085.00
1	SPECIAL	NJ-51300624	Call Accounting Network Licenses	620.00	620.00		620.00
1	SPECIAL	NJ-51300672	Virtual Call Accounting	2,604.00	2,604.00		2,604.00
777	SPECIAL	NJ-51300646	Estimated CC Software Assurance: Standard	0.62	0.62		481.74
<b>HSC Building</b>							
1	SPECIAL	NJ-52002545	3300 Mx Media Gateway Package	6,745.60	6,745.60		6,745.60
1	SPECIAL	NJ-50006268	3300 Mx III Controller 32G SATA SSD	636.00	636.00		636.00
1	SPECIAL	NJ-50005084	Mx AC POWER SUPPLY	310.00	310.00		310.00
2	SPECIAL	NJ-50006271	Pwr Cord C13 10A 125V - (Cntl-Server)	9.30	9.30		18.60
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
<b>Courts</b>							
1	SPECIAL	NJ-54004973	MCD Enterprise PBX Software	1,860.00	1,860.00		1,860.00





2401 S. Linden Road, Suite C  
Flint, MI 48532  
Ph:810-733-7210 Fax: 810-733-7640

## Proposal Schedule A

Jackson County

Mitel IP Solution w/ ASU Units

Proposal #: 6551-049

1/24/2012

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Qty	Mfctr	Part Number	Description	Material List	Installed Unit Price		Extended Price
					Material	Labor	
1	SPECIAL	NJ-50006269	3300 MxIII Controller	1,860.00	1,860.00		1,860.00
1	SPECIAL	NJ-50006268	3300 MxIII Controller 32G SATA SSD	636.00	636.00		636.00
2	SPECIAL	NJ-50006271	Pwr Cord C13 10A 125V - (Cntl-Server)	9.30	9.30		18.60
1	SPECIAL	NJ-50003560	Dual T1/E1 Trunk MMC	930.00	930.00		930.00
1	SPECIAL	NJ-50005105	Analog Service Unit (ASU) II	434.00	434.00		434.00
2	SPECIAL	NJ-50005731	24 Port ONSP Card	533.20	533.20		1,066.40
42	SPECIAL	NJ-54002701	3300 ONS Line License	46.50	46.50		1,953.00
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
42	SPECIAL	NJ-54005196	STD SWAS MCD ONS (ANALOG)	1.86	1.86		78.12
<b>Sheriff Building</b>							
1	SPECIAL	NJ-52002544	3300 CX Media Gateway	2,951.20	2,951.20		2,951.20
1	SPECIAL	NJ-50006266	3300 CX(i) Controller 8G STA SSD	188.00	188.00		188.00
1	SPECIAL	NJ-50006271	Pwr Cord C13 10A 125V - (Cntl-Server)	9.30	9.30		9.30
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
<b>Youth Center</b>							
1	SPECIAL	NJ-52002547	3300 CX Analog Survivable Branch Office	1,475.60	1,475.60		1,475.60
1	SPECIAL	NJ-50006266	3300 CX(i) Controller 8G STA SSD	188.00	188.00		188.00
1	SPECIAL	NJ-50006271	Pwr Cord C13 10A 125V - (Cntl-Server)	9.30	9.30		9.30
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
<b>Northlawn / FOC</b>							
1	SPECIAL	NJ-52002547	3300 CX Analog Survivable Branch Office	1,475.60	1,475.60		1,475.60
1	SPECIAL	NJ-50006266	3300 CX(i) Controller 8G STA SSD	188.00	188.00		188.00
2	SPECIAL	NJ-50006271	Pwr Cord C13 10A 125V - (Cntl-Server)	9.30	9.30		18.60
1	SPECIAL	NJ-50004451	Quad CIM	465.00	465.00		465.00
1	SPECIAL	NJ-50005105	Analog Service Unit (ASU) II	434.00	434.00		434.00
2	SPECIAL	NJ-50005731	24 Port ONSP Card	533.20	533.20		1,066.40
44	SPECIAL	NJ-54002701	3300 ONS Line License	46.50	46.50		2,046.00
1	SPECIAL	NJ-54005195	Estimated Software Assurance - MCD Base	77.50	77.50		77.50
44	SPECIAL	NJ-54005196	STD SWAS MCD ONS (ANALOG)	1.86	1.86		81.84
<b>Labor</b>							
350	SUNTEL	INSTALL	System Installation			89.10	31,185.00
70	SUNTEL	VOICE-OT	Voice Product Install & Maint Support - Time and a Half			133.65	9,355.50
1	SPECIAL	TRAVEL EXP	Estimated Travel and Expenses - To be billed as required	824.00	824.00	3,168.00	3,992.00



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## Proposal Schedule A

Jackson County

Mitel IP Solution w/ ASU Units

Proposal #: 6551-049

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	Material	Labor	Total
Subtotal	\$229,289.12	\$46,381.50	\$275,670.62
Sales Tax	0.00	0.00	0.00
Total	\$229,289.12	\$46,381.50	<u>\$275,670.62</u>

### The following conditions apply to this proposal:

Does not include local permit costs, if applicable

This proposal is valid for 30 days, and prices may change if not accepted within 30 days.

SunTel Services "Standard Terms and Conditions" apply.

Assumes labor is performed during normal business hours.

One Year Warranty from date of installation provided by SunTel Services, Inc.

Proposal assumes network will be prepared by others to support VOIP. Client will provide all necessary rack space and back-up AC power.

Any cabling will be billed as required.

Payments to be made as follows: \$137,835.31 deposit, \$110,268.25 at cutover, \$27,567.06 on acceptance.

**The above prices, specifications, and conditions are satisfactory and are accepted:**

Customer Signature	Date	SunTel Signature	Date
Printed	Title	Printed	Title

# Scope of Work

---

For



## Jackson County

Migration to a Mitel VOIP Communication Solution

Version - 2

Prepared by:

Account Manager: Darwin Balcom - [darwinbalcom@suntel.com](mailto:darwinbalcom@suntel.com)

Field Service Technician: Chris Athanson - [chrisathanson@suntel.com](mailto:chrisathanson@suntel.com)

Disclaimer:

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# Revision History

Version	Date	Owner	Revisions
1	January 12, 2012	Darwin Balcom	Initial release
2	January 20, 2012	Darwin Balcom	Revised after presentation
3			

# Contact Information

## Customer Contact / Notice Information

Name:	Jackson County
Project Contact Name:	Connie Frey
E-Mail Address:	cfrey@co.jackson.mi.us
Mailing Address:	120 West Michigan Ave. Jackson, MI 49201
Project Address (if different):	
Phone Number:	(517) 768-6717
Fax Number:	(517) 780-4759

## Provider Contact / Notice Information

Name:	SunTel Services
Project Sales Contact Name:	Darwin Balcom, Account Manager
E-Mail Address:	darwinbalcom@suntel.com
Mailing Address:	2401 S. Linden Rd. Suite C Flint, MI 48532
Phone Number:	810-496-0177
Fax Number:	810-733-0178
Project Technical Contact Name:	Chris Athanson - Mitel Engineer Robert Carr, Enterprise Network Engineer
E-Mail Address:	<a href="mailto:chrisathanson@suntel.com">chrisathanson@suntel.com</a> , robertcarr@suntel.com
Corporate Address:	1095 Crooks Suite 100 Troy, MI 48084
Phone Number:	248-654-3600
Fax Number:	248-654-3620

# Introduction

Jackson County is currently investigating replacement of their existing Cisco Call Manager systems with a new Mitel Virtual MCD solution utilizing the existing fiber and T1 Wide Area Network (WAN). The design will offer survivable remote site communication for the HSC, Sheriff, Courts, Northlawn and Youth Center. The design will support all current digital and analog services from the Service Providers. SunTel Services has been requested to provide engineering and consulting expertise to design, plan and implement the technology required to deploy the solution.

The new design will employ Mitel's latest Virtual Mitel Communication Director (vMCD) software Release 5.0, Mitel Virtual Contact Center (vMCC) Business Edition software and the County's Microsoft Exchange 2010 voice mail. The current Exchange 2010 is equipped with 745 Standard and 350 Enterprise CAL'S. Standard CAL's will be upgraded to Enterprise CAL'S to support the Voice Mail and Unified Messaging.

The County will be completing the Active Directory migration within the first quarter 2012 and use the Active Directory to synchronize the new Mitel database. This work will be completed by others and SunTel will provide assistance upon request. It is anticipated that the new Active Directory installation project will be completed before the VOIP project begins.



# SunTel Services Corporate Overview

Over the last twenty five years SunTel Services, Inc. has established a unique presence in the southeast Michigan marketplace. Focused on delivering communications infrastructure to our customers, we are the only local company that offers balanced capabilities across voice, data, and video communications systems. With the expertise of our people, we can deliver the best solutions for each communications medium and the best integration of all three technologies into an enterprise network. Our goal is to be your communications technology partner.

In the first half of 2000, we reached a new milestone. We opened a new office at Smart Detroit in the Penobscot Building in downtown Detroit. We believe this change will enhance our ability to grow the business and reinforce our commitment to southeast Michigan and the people of Detroit. In 2004 we opened a new office in Grand Rapids along with expanding into the Flint and Tri-Cities area with the purchase of TES Networks. This year we continued our growth by opening a new office in the Traverse City area.

By focusing on the product and service needs of our customers, we have built a customer base of over 1,500 customers representing over 3,000 systems installed. But our services do not end with installation. We offer complete life-cycle services to address the ongoing needs of your enterprise network. Our process starts with a consultative approach to designing a network that will meet your strategic requirements while providing cost effective solutions to today's needs.

# SunTel Services Capabilities & Qualifications

SunTel Services is known as a premier integrator in the enterprise networking and security marketplace. The best of breed company concept allows premier capabilities and skill sets not only in the enterprise networking and security arena but also in IP Voice, WLAN, and cabling technologies. SunTel Services employs best of breed expertise in all four disciplines as well as the integration of these technologies into common architectures. SunTel is also a leader in complex technical and logistical project management, maintaining dedicated project managers on staff, which have extensive experience managing multi-phase projects, encompassing all of the four technical areas mentioned above. The voice, enterprise networking and security department of SunTel Services maintains top dealer/reseller status and top engineer certification levels for all of the major best of breed manufacturers in the marketplace. This same concept also applies to the voice, video, and cabling portions of the company. Specifically relating to the data technology environment SunTel holds the following top-level reseller qualifications:

- Mitel Exclusive Business Partner
- Avaya Gold Partner
- Microsoft Certified Partner
- Microsoft Solutions Provider
- VMware Certified Professional
- Novell Gold Integrator
- Novell SSA (Formerly MLA Fulfillment Agent)
- Cisco Premier Reseller
- Citrix Silver Reseller
- Juniper Elite Partner
- Juniper Authorized Education Center
- Fortinet Authorized Reseller
- RSA Authorized Reseller
- Trend Micro Authorized Reseller
- Dell Preferred Direct Partner
- HP Authorized Reseller
- Blue Coat Premier Partner

SunTel Services has achieved significant accomplishments and recognition in the enterprise networking arena as it relates to technology consulting and deployment utilizing technology from its tier 1 manufacturer relationships in the diverse customer base we support.

SunTel Services has executed numerous projects utilizing all current and past Microsoft technology since early 1995. These projects include deployment of new systems as well as migration from legacy Microsoft as well as other manufacturer technology solutions. One of our notable accomplishments includes the design and deployment of the entire Microsoft enterprise network infrastructure including a Microsoft Exchange migration for the state of the art downtown Detroit Ford Field facility.

SunTel Services has established itself as a leading network design and deployment entity in both the LAN and WAN areas. Our technical certifications differentiate SunTel Services' highly technical capabilities as they relate to the sales, design, implementation, project management, and support of Mitel solutions. In addition the IP Telephony specialization certification encompasses all of Mitel's core technologies in the VOIP and Virtual deployment areas.

The most recent accomplishment is the design and highly complex migration deployment of Genesee County to Mitel VOIP, network electronic refresh and new OPT-E-MAN WAN. This deployment encompassed all County locations including four core sites, nine remote sites, and over 1200 IP Phones. SunTel Services has served as the fulfillment entity, as well as a primary technical lead in the design, implementation, and project management of this initiative.

SunTel also holds numerous other data, video, and voice manufacturer reseller qualifications, which are available upon request. In conjunction with the above listed reseller classifications all of our current engineering staff holds multiple certifications relating to the above product sets as well as numerous other enterprise networking technology elements. The above listed qualifications demonstrate an extensive skill set in house, which will be required to complete the projects described.

# SunTel Services Project Methodology

It is SunTel Services belief that the required beginning to a successful VOIP enterprise-networking platform implementation is built upon solid requirement analysis and expert design/engineering. Following each phase, the Project Manager will review the project to date to insure phase is completed. The project should conclude with a solid support and network management service being employed to ensure ongoing reliable high-performance operation for the user community. It will also provide proactive monitoring which will prevent problems from becoming outages and provide valuable planning data as the system expands over time.

# Project Assumptions

The preliminary implementation plan below was prepared to outline the phases required to complete the project. Jackson County will be responsible to secure all necessary services from the Service Provider, provide Power over Ethernet (PoE) at the required sites, prepare the network and WAN to support Mitel Voice over Internet Protocol (VOIP). SunTel Services will be available to offer data network support upon request. Network support labor will be billed as required. All Service Provider coordination and installation labor will be billed as required.

Work will commence once a P.O. is received and all necessary documents are signed. A revised implementation schedule will be provided by our Operation Department once the project has been reviewed and resources are assigned. Active Directory, Exchange 2010 Voice Mail, LAN electronics and WAN services are to be installed, programmed and tested by others to support Mitel's VOIP requirements. SunTel Services is available for support and labor would be billed as required.

Department reviews were completed by the County's and equipment totals reflects those results. If any changes are required a change order will be submitted for approval prior to the work commencing.

# Project Scope

## Phase 1: Systems Installation

### Tower Building

- Mitel vMCD software will be installed on the customers VMware environment. SunTel will provide an .ova file to the customer to be installed on a VMware server instance. Once the software has been installed SunTel will configure and program the system remotely. A remote connection to the Jackson County network will be required.
- IP user extensions will be created by Active Directory synchronization. In Active Directory each user will need to be assigned a user role which will relate to a user template in the vMCD programming. One user template per device type will be created.

### All Buildings

- All Jackson County IP phones will register to the Tower Building vMCD instance and be resilient to their respective Controllers in the event of an outage. The Tower, HSC, Sheriff (Wesley Rd.), Youth Center, Courts and Northlawn buildings will have 3300 gateways to support analog station, analog and digital trunks. Existing PRI circuits at Tower, HSC and Sheriff - Wesley Road buildings will be swung to the Mitel 3300's at cutover. Analog extensions at Tower, Sheriff - Wesley Rd., Youth Center, Courts and Northlawn will be re-terminated to the 3300's at the time of the cutover. All Mitel software licenses included in the proposal are offered with two years of Mitel Software Assurance.

## Phase 2: Mitel Contact Center (MCC), vMAS and Call Accounting Software

- Mitel Contact Center Manager will be installed on the VMware server by the County. The County will be responsible for configuring a VMware instance with Microsoft Server 2003 or 2008 with latest service pack. SunTel will then program the CCM Business Edition software for monitoring and reporting for 10 ACD Agent ID's. If the option is selected, four CCM IVR ports will be programmed to support time or position in queue message to incoming queued callers. Please note that IVR web callbacks and Music on hold is not supported in a virtual environment due to their requirement of a sound card (these feature are available with a standalone server solution).
- If the Mitel vMAS with UC Mobile and Call Accounting software will be installed onto the VMware environment by the County. The County will be responsible for configuring a VMware instance with Microsoft Server 2003 or 2008 with latest service pack. SunTel will then program and test the software. The client will be trained and the database, report creation and UC Mobile users will be programmed by the County's system Administrator.

Call accounting users may want to use previous month's average for the monthly bill backs for the first month of the installation.

## Phase 3: Install IP Phones

- IP phones will be the County's responsibility for assembling IP Phone with appropriate gigabit stands, wireless headset/handset and Line interface modules. SunTel staff will provide configuration for the eight phones with LIM's and connect them to local dial tone. The county staff will be responsible for distributing phones to the proper office locations in the Tower and Courts buildings for SunTel to install and test the IP Phones

- at cutover. The County's staff will be responsible for distributing, connecting and testing phones at all other locations. Currently sixteen Cisco ATA 186 devices are used on the Cisco Call Manager. These ATA's will be re-programmed and installed onto the Mitel system at the cutover.
- The Tower, HSC, Northlawn and Courts buildings will have analog dial tone provided by Mitel Gateways at each location. The County will be responsible for providing documentation indicating where existing equipment is connected to each station cable or feed pair at the MDF. SunTel will only be responsible for working at the MDF in those buildings. Any problems on feed or station cables will be the responsibility of the County.
  - Voicemail will be provided by the County using Microsoft Exchange 2010. SunTel will program twenty SIP trunks for vMCD integration. The County will be responsible for voicemail configuration, programming and training.
  - The County will be responsible to provide documentation and location plan for 911 call routing. This will include Cisco data switch MAC addresses and the associated ELIN/ CESID numbers to be sent to the ALI database. All County locations with Controllers will have local dial tone for "last Resort" 911 calls except for Airport Garage, Fair and Sheriff Chanter Rd. In the event that these three locations become isolated from the County WAN these phones will not be able to dial 911.
  - System cutover will take place over a weekend. The cutover will start at 5:00 pm on a Friday and work until 10:00 pm. We will return at 8:00 am on Saturday and work up until 7:00 pm. Post Cutover Support will be between 8:00 am and 5:00 pm the following week.
  - SunTel will provide end-user Administration training and electronic user guide documents to the County's staff involved in the end-user training.

#### **Inventory by Site:**

##### Tower Building - Mitel vMCD 5.0 and Redundant 3300MXe Media Gateway

- 2 - PRI Trunks
- 20 - SIP Trunks for Microsoft Exchange Voicemail
- 1 - Mitel MMC Virtual Software
- 1 - ASU Unit
- 20 - Analog Extensions
- 2 - 5304 IP Phones
- 7 - 5320 IP Phones
- 25 - 5320 W/GB IP Phones
- 9 - 5330 IP Phones
- 34 - 5330 W/GB IP Phones
- 6 - Wireless Headsets
- 11 - Wireless Handsets

##### HSC Building - Redundant 3300MXe Media Gateway

- 2 - PRI Trunks
- 16 - 5304 IP Phones
- 6 - 5320 IP Phones
- 106 - 5320 W/GB IP Phones
- 7 - 5330 W/GB IP Phones
- 1 - 5340 W/GB IP Phone
- 1 - Wireless Headset

##### Courts - 3300MXe Enterprise Controller

- 1 - ASU Unit

- 46 - Analog Extensions
- 21 - 5320 IP Phones
- 5 - 5320 W/GB IP Phones
- 1 - 5330 IP Phones
- 161 - 5330 W/GB IP Phones
- 1 - 5340 W/GB IP Phone
- 1 - Wireless Headset

#### Sheriff Building - 3300CX Media Gateway

- 1 - PRI Trunks
- 1 - CPE Cisco ATA
- 17 - 5320 IP Phones
- 21 - 5320 W/GB IP Phones
- 7 - 5330 W/GB IP Phones

#### Youth Center - 3300CX Analog Survivable Gateway

- 6 - Analog Trunks
- 3 - Analog Extensions (Embedded)
- 1 - CPE Cisco ATA
- 1 - External Page Interface
- 14 - 5320 IP Phones
- 3 - 5320 W/GB IP Phones
- 1 - 5330 IP Phones
- 4 - 5330 W/GB IP Phones
- 2 - Wireless Headsets

#### Northlawn FOC - 3300CX Analog Survivable Gateway

- 10 - ACD Agent Licenses
- 1 - ASU Unit
- 48 - Analog Extensions
- 1 - 5304 IP Phones
- 24 - 5320 IP Phones
- 63 - 5320 W/GB IP Phones
- 8 - 5330 W/GB IP Phones
- 8 - Wireless Headsets
- 8 - Wireless Handsets

#### Sheriff @ Chanter Rd. - IP Phones

- 1 - CPE Cisco ATA
- 3 - 5320 IP Phones
- 7 - 5320 W/GB IP Phones
- 4 - 5330 W/GB IP Phones
- 

#### Animal Shelter - IP Phones

- 2 - CPE Cisco ATA
- 1 - 5330 IP Phone
- 2 - 5330 W/GB IP Phones
- 3 - LIM

#### Airport Garage - IP Phones

- 1 - 5320 IP Phones
- 2 - 5320 W/GB IP Phones



- 2 - 5330 W/GB IP Phones

Parks - IP Phones

- 12 - CPE Cisco ATA
- 5 - 5330 W/GB IP Phones
- 5 - LIM

Fair - IP Phones

- 2 - 5320 IP Phones
- 4 - 5320 W/GB IP Phones
- 1 - 5330 W/GB IP Phones

# Customer Responsibilities

The delivery of services by SunTel Services, at the fees defined within the Schedule A's, is dependent upon Jackson County's involvement in many facets of this project, including:

- Timely and appropriate completion of Jackson County roles and responsibilities assigned.
- The accuracy and completeness of the assumptions and risks set forth herein.
- The County appointment of a project manager to work with SunTel Services for the duration of the Services. This person must have authority to act on behalf of the Client and will be responsible for ensuring that the data required by SunTel Services is provided.
- The County appointment of a system administrator to train the end-users, install desktop software, Exchange voice mail and program call accounting to provide the required reports.
- The completion of pre-project data collection, if applicable.
- Furnishing SunTel Services with information and data on Client operations, activities, and existing systems, as reasonably required to achieve the solution objectives.
- Furnish wav files for Music-on-Hold.
- Providing SunTel Services with access to networking systems, the internet, and Customer facilities during the performance of Services.
- The County will be responsible for the data networks ability to support Mitel VOIP, resolve any network issues in a timely manner and any cost incurred by SunTel Services for delays due to the networks inability to support VOIP.
- The County will provide rack space, uninterrupted AC power, all patching, network switches with PoE, server(s) with VMware and operating software to support the vMCD, MCC and Call Accounting software applications.
- The County will provide secured remote access to network for systems management and service.
- Providing a minimum of one suitable desktop platform with properly installed and patched network operating system (NOS) software.
- Contracting for any necessary telecommunications facilities (data communications circuit, analog phone lines, etc.), and for the costs associated with such facilities.
- The County is responsible to provide and manage all internal and third party relationships and deliverables.
- SunTel will collect the old equipment as it is removed and return it to the County.
- The County will provide access and availability of internal resources required for analyzing network activities. This may become a schedule constraint if the information or resources are not available when required.
- Providing appropriate feedback and decisions when required.

# Exclusions

The Services described in this SOW constitute the entire solution. If Customer requests services in addition to the Services identified in this SOW, the performance of such additional services will require a modification to the solution deliverables and any adjustment to the schedule and/or fees to be paid by Customer. The SunTel Project Manager will track such requests via Change Order and arrange for such services to be rendered.

Specifically, this solution does not include the following:

- This Statement of Work provides for the installation of only products listed within the equipment schedule.
- This Statement of Work does not include any other manufacturer product issue or bug troubleshooting or correction.
- This Statement of Work does not provide for any system troubleshooting documentation and scripts.
- This Statement of Work does not provide for any station or distribution cabling.

# Standard Working Hours

This SOW covers Services performed during standard business hours of Monday through Friday 8am to 5pm. Depending on the type of project i.e. T&M engagements, any on-site Services performed after the standard business hours will be charged at one and one half (1 ½) times the standard rate. Any work performed on Sundays or holidays will be charged at two (2) times the standard rate. Sunday and holiday hours begin at 12:01 AM on the day and end at 7:59 AM the day following the Sunday or holiday. Any labor hours worked outside of straight time must have prior approval from the Jackson County Project Manager.

## Acceptance

- SunTel Services Standard Terms and Conditions Apply

Accepted for **Jackson County**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted for **SunTel Services**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT**

This Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **The County of Jackson**, a Michigan municipal corporation, of 120 W. Michigan Ave, Jackson, Michigan 49201 (the "County"), and the **Jackson County Conservation District**, an agency of the State of Michigan, of 211 W. Ganson Street, Suite 200, Jackson, Michigan 49201 (the "JCCD").

### **RECITALS**

- A. The JCCD is a local agency whose purpose is to promote the conservation of natural resources and wise land use decisions in Jackson County through technical assistance and education; and
- B. The County desires to retain the service of JCCD to provide workshops, educational programs and projects in Jackson County, Michigan to assist the County in its efforts to promote conservation of natural resources and the wise use of land; and
- C. The parties desire to enter into the Agreement for the purpose of outlining the terms and conditions under which the above referenced services will be provided.

### **TERMS AND CONDITIONS**

**NOW, THEREFORE**, in exchange for consideration referred to in the Agreement, the parties agree as follows:

- 1. **Services.** The following services shall be provided by the JCCD to the citizens of Jackson County and the County:
  - a. Provide grant administration services for grant writing for the following projects:
    - (1) Upper Grand River Implementation Project
    - (2) Conservation Technical Assistance Initiative
    - (3) Hunter Access Program
    - (4) MAEAP Greenhouse Technical Assistance
    - (5) Upper Grand River Monitoring Project
  - b. Provide technical assistance and customer service to the residents of Jackson County and partner organizations with natural resource issues over the phone and in person.
  - c. The sale of conservations products such as tree, native plants, rain barrels, deer repellant and other conservation products to the community at reasonable prices.
  - d. Special events and community outreach by participating in planning committees for conservation-related events and providing educations materials and promotional items for such events.

e. Educational workshops hosted by JCCD for the public for free or for a nominal fee.

f. Provide programs and events that encourage the citizens of Jackson County to get involved in protecting the natural resources.

g. Provide support for organizations within Jackson County that are supporting conservation efforts in the community.

h. Maintain an office within Jackson County to assist in providing the services to be provided under this Agreement.

2. **Annual Service Fee.** County agrees to pay the JCCD an annual fee for the services rendered to the citizens of Jackson County and the County hereunder equal to \$10,000 and payable as follows: \$2,500 on the execution of this Agreement and \$2,500 on or before the first day of each calendar quarter thereafter during the term of the Agreement. If this Agreement is extended as provided in section 3, the \$2,500 quarterly payments shall be due on or before the first day of each calendar quarter during each extension term.
3. **Term of the Agreement.** The term of the Agreement shall commence on January 1, 2012 and shall continue through the close of the business day on December 31, 2012. Upon mutual written consent of the parties, this Agreement may be extended on a year-to-year basis upon the same terms and conditions unless otherwise amended in writing.
4. **Indemnification.** To the extent not otherwise prohibited by law, JCCD shall hold the County (including for purposes of this paragraph, its commissioners, officers and employees) harmless, indemnify them for, and defend them (with legal counsel reasonably acceptable to them) against any cause of action, claim, damage, or liability that may arise as a result from the services being provided by the JCCD to the citizens of Jackson County as contemplated in the Agreement. This indemnification shall be in addition to any insurance coverage required in paragraph 5.
5. **Insurance.** JCCD shall maintain ordinary and necessary liability insurance coverage for its operation acceptable to the County and shall name the County as an additional insured on its liability insurance.
6. **Remedies.** The parties reserve all rights to pursue any matter that may be subject to dispute by the parties in any court of competent jurisdiction or by other available legal means.
7. **Entire Agreement.** This is the entire agreement between the parties regarding its subject matter and it supersedes and replaces all prior and contemporaneous agreements. It may not be amended except in writing signed by both of the parties hereto. The headings in the Agreement are for convenience only, and shall not be considered as a part of the Agreement but the Recitals are an integral part of the Agreement.

8. **Governing Law.** The terms and conditions of the Agreement shall be governed by the laws of the State of Michigan.
9. **Notices.** Any written notice required or permitted in the Agreement shall be given by first class mail addressed to County Administrator, on behalf of the County, and to the JCCD, at the address of that party first written above.
10. **Governmental Immunity.** Nothing in the Agreement shall be construed as a waiver of governmental immunity or other defenses to liability of either party or any officer or employee of either party.
11. **No Creation of Legal Entity.** The Agreement does not create a separate legal entity, a public body corporate, or a joint venture.
12. **Federal, State or Other Grants.** Any grants from Federal, State, or other public or private sources to either the County or the JCCD in conjunction with the services contemplated in the Agreement shall be retained by the party receiving the grant free of any claim by the other party.

**IN WITNESS WHEREOF**, each of the parties has caused the Agreement to be executed as of the date first written above, pursuant to a resolution of its governing body.

**THE COUNTY OF JACKSON**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**JACKSON COUNTY CONSERVATION  
DISTRICT**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Prepared By:

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# Jackson County ADMINISTRATOR / CONTROLLER

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Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

**TO:** Personnel & Finance Committee  
Board of County Commissioners

**FROM:** Adam J. Brown  
Deputy Administrator

**SUBJECT:** Jackson County Conservation District Appropriations Contract

**DATE:** February 7, 2012

## **Motion Requested**

Approve Contract Between Jackson County and the Jackson County Conservation District for 2012 Appropriations.

### **I. Background**

- A. The Board of Commissioners appropriates money to non-county entities each year whose activities serve a public purpose that align closely with the County's responsibilities.
- B. The County has a long history of funding the Jackson County Conservation District. The Conservation District provides grant administration, technical assistance for residents, conservation product sales, special events, educational workshops, conservation programming, and support to other community conservation efforts.

### **II. Current Situation**

- A. The 2012 contract was submitted by the Jackson County Conservation District and has been reviewed by Curtis & Curtis, P.C., legal counsel for Jackson County, and the Jackson County Conservation District.
- B. We recommend approval of the contract between Jackson County and the Jackson County Conservation District.

### **III. Analysis**

- A. **Strategic** – There is not a close relationship between the County Strategic Plan and the Jackson County Conservation District. Very broadly, however, they support the Board's goal to have a healthy community. Additionally, they perform a valuable service, in terms of stewardship and advocacy, for our community.



- B. Financial** – The contract reflects the \$10,000 budgeted by the Board of Commissioners for 2012.
  - C. Legal** – State law requires county governments to have contractual agreements with an appropriation to non-county entities. These contracts are required to state the general benefit to county citizens. The document has been reviewed and approved by counsel.
  - D. Timing** – The County pays for this service on a quarterly basis. County staff has been directed not to disburse funds until contracts are approved.
- IV. Alternatives** – The Board can choose to take no action, which will halt the service provided by the Jackson County Conservation District.
- V. Recommendation**

The Administrator/Controller's Office recommends approving the contract between Jackson County and the Jackson County Conservation District for their 2012 Appropriations.

**Attachments:**

Contract between Jackson County and the Jackson Transportation Authority

**COUNTY OF JACKSON**  
**SHERIFF DEPARTMENT-BUDGET ADJUSTMENT**  
**EXPENSE**  
**2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
101	890	989	000	GF CONTINGENCY	200,068	67,106		267,174
101	355	704	000	WAGES FULL TIME	66,196		66,196	0
101	355	715	000	FICA	5,064		3,151	1,913
101	355	716	000	HEALTH INSURANCE	12,960		12,960	0
101	355	717	000	LIFE INSURANCE	225		225	0
101	355	718	000	RETIREMENT	10,770		10,770	0
101	355	719	000	WORKER COMPENSATION	492		304	188
101	355	861	000	MILEAGE	0	1,500		1,500
101	355	705	500	CASUAL WAGES	0	25,000		25,000
					295,775	93,606	93,606	295,775

[illegible]

DEPT HEAD

DATE \_\_\_\_\_

COMMITTEE DATE

BUDGET DIR \_\_\_\_\_

DATE \_\_\_\_\_

ADMIN \_\_\_\_\_ DATE \_\_\_\_\_

BOARD OF COMM \_\_\_\_\_ DATE \_\_\_\_\_



# Jackson County

## ADMINISTRATOR/CONTROLLER

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Michael R. Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

**TO:** Personnel & Finance Committee  
Board of County Commissioners

**FROM:** Adam J. Brown  
Deputy County Administrator

**SUBJECT:** Computer Purchase for Health Department

**DATE:** February 3, 2012

### **Motion Requested**

Transfer \$92,776 from the Health Department Fund Balance to the Equipment Fund and budget and appropriate \$92,776 for computer replacement costs for the Health Department.

### **I. Background**

- A. Over the past few years, we have used the health department fund balance to pay for capital purchases within the Health Department. This has been an effective way to draw down that particular fund balance, and has relieved some of the pressure on the capital plan.
- B. The Health Department Fund Balance is composed of year-to-year savings from the Health Department Budgets.

### **II. Current Situation**

- A. There are 95 computers in operation at the Health Department. Approximately 63% of those computers are more than 5 years old and are in need of updating.
- B. Between full-time, part-time, and casual employees, there are over 90 people using computers in the health department. Additionally, we have KIOSK computers for the public and conference room equipment.
- C. Replacements for these computers were omitted from the capital plan. Staff would like to use the Health Department fund balance to make a major upgrade in the Health Department's computers. As we upgrade computers we upgrade the software too, such as the Microsoft Office Suite and Adobe.
- D. The cost breakdown for this upgrade is shown below:

**Health Department. New Computers**

	Units	Cost per Unit	Total Cost
<b>Laptops with docking station</b>	30	1,027.59	30,827.70
<b>Computers &amp; monitors</b>	29	828.00	24,012.00
<b>Office Professional</b>	60	343.64	20,618.40
<b>Office- Standard</b>	31	262.03	8,122.93
<b>Adobe Pro</b>	21	414.00	8,694.00
<b>Misc (cases &amp; mice)</b>	1	500.00	500.00
<b>Total Request</b>			\$ 92,775.03

**III. Analysis**

- A. Strategic** – The operations of the Health Department support the Board’s strategic goal of having a Healthy Community and an Improved Work Environment. Employees need the appropriate resources to perform at high levels.
- B. Financial** – The Health Department Fund Balance is \$2.4 million. This will reduce the fund balance by \$92,776. This does not impact the balance in the General Fund.
- C. Legal/Policy** – Only the Board has authority to budget and appropriate funds. After catching up with the Health Department, we plan to include replacement funding for the Health Department for each year within the five-year capital plan.
- D. Timing** – Staff would like to replace these computers as soon as possible. This will reduce the service calls to the existing machines.

**IV. Recommendation**

The County Administrator/Controller’s office respectfully requests that the board transfer \$92,776 from the Health Department Fund Balance to the Equipment Fund and budget and appropriate \$92,776 for computer replacement costs for the Health Department.



# Jackson County ADMINISTRATOR/CONTROLLER

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Michael Overton, Administrator/Controller

Adam J. Brown, Deputy Administrator

**TO:** Personnel and Finance Committee  
Board of County Commissioners

**FROM:** Scott Ambs, GIS Coordinator  
Connie Frey, Information Technology Director

**SUBJECT:** Grant Proposal

**DATE:** February 6, 2012

## **Motion Requested**

To accept the Grant from Enhanced 911 Act Grant Program and amend the budget for GIS.

### **I. Background**

- A. Enhanced 911 requires improved addressing. This grant provides funds to allow counties to increase their accuracy to meet the standards.

### **II. Current Situation**

- A. The Grant is going to be used to increase the accuracy of addressing that is used by 911. It is a onetime grant and we wish to use it for a casual position that will make the corrections that are identified in the grant to the database.

### **III. Analysis**

- A. **Strategic** – The improvement to Enhanced 911 supports the Board’s Public Safety Strategic Goal by helping locate the origin of 911 calls.
- B. **Financial** – The grant provides \$14,744.00 for 800 hours of casual employee time.
- C. **Timing** – Grant is to be completed by June 30, 2012.
- D. **Legal** – Board approval is required for budget adjustments over \$10,000.

**IV. Recommendation**

The GIS Coordinator under the direction of the Information Technology Director requests the Personnel and Finance Committee to accept the grant and amend the 2012 budget for 101222 to reflect revenue in the amount of \$14,744.00 and to create a casual labor expense line item of \$14,744.00.

**Attachments:**

Grant Award letter

## Scott Ambs

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**From:** Harriet Miller-Brown <MillerHR@michigan.gov>  
**Sent:** Wednesday, February 01, 2012 1:30 PM  
**To:** Scott Ambs  
**Subject:** Jackson County GIS-Subgrant

**Importance:** High

Dear Scott,

Congratulations, your application for a GIS 911 sub-grant has been reviewed and an award in the amount of \$14,744 has been granted for your project.

Thank you for your interest in the GIS sub-grant program, we look forward to your participation. The kick-off informational webinar for all participants will be this Friday, February 3, at 10:00 a.m. (EST). If you cannot attend, please allow a delegate to attend for you. The webinar access information is below:

<http://www.webmeeting.att.com>

Meeting Number: 8778738017

Code: 7774472

Teleconference

Dial: 1-877-873-8017

Code: 7774472

Harriet Miller-Brown, ENP  
911 State Administrator  
Michigan State Police  
333 Grand Avenue  
P. O. Box 30634  
Lansing, MI 48909-0634  
(517) 241-0080 (o)  
(517) 243-2075 (c)  
(517) 241-0387 (f)  
[www.michigan.gov/snc](http://www.michigan.gov/snc)

# *JACKSON COUNTY PARKS*

## Memorandum

**To:** Michael Overton, County Administrator/Controller  
**Cc:** Gerard Cyrocki, Finance Director  
**From:** Brandon Ransom, Parks Director  
**Date:** February 3, 2012  
**Re:** Parks Department Carry-Overs

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The Parks Department requests approval of the attached carry-overs for funds 245 and 402 from FY 2011 to FY 2012.

**Attachments:** Carry-over detail spreadsheets (2)

**Attachments:** Detail carry-over spreadsheets for funds 245, 247, 248 and 402.



**COUNTY OF JACKSON  
PARKS-BUDGET ADJUSTMENT  
EXPENSE  
2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								-
245	208	931	083	VINEYARD LAKE	-	43,843		43,843
245	208	931	089	CASCADES FALLS PROJECT	-	100,000		
245	208	931	090	SWAINS LAKE CAMPGROUND	-	100,000		
245	208	931	999	CAPITAL PROJECT -MISC	-	8,385		
								-
								-
402	978	978	208	PARKS-FUND 402 CAPITAL	46,500	44,377		90,877
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
					46,500	296,605	-	343,105

REASONING:
TO REFLECT CAPITAL PROJECT CARRYFORWARD FROM 2011

DEPT HEAD <u>RLR</u>	DATE <u>2.6.12</u>	COMMITTEE _____
BUDGET DIR _____	DATE _____	ADMIN _____
		BOARD OF COMM _____

**COUNTY OF JACKSON  
PARKS-BUDGET ADJUSTMENT  
REVENUE  
2012**

LINE ITEM								
FUND	DEPT.	ACCOUNT		ACCOUNT DESCRIPTION	CURRENT BUDGET	INCREASE	DECREASE	AMENDED BUDGET
								-
245	208	699	000	TRANSFER IN -FUND BALANCE	-	252,228		252,228
								-
								-
402	981	699	000	TRANSFER IN -FUND BALANCE	22,048	44,377		66,425
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
					22,048	296,605	-	318,653

[illegible]

DEPT HEAD 

BUDGET DIR \_\_\_\_\_

DATE 2.6.12

DATE \_\_\_\_\_

COMMITTEE	_____
ADMIN	_____
BOARD OF COMM	_____

## AMENDMENT #1 TO AGREEMENT

**Contract No. SCAO-2012-081**

**Michigan Supreme Court  
State Court Administrative Office  
-and-  
12<sup>th</sup> District Court**

This will amend the agreement made October 1, 2011, between the Michigan Supreme Court State Court Administrative Office and the 12<sup>th</sup> District Court.

This Agreement shall be amended to reflect a total grant amount of \$108,144. The original grant award was \$97,182 and has been increased by \$10,962.

This Amendment to Contract No. SCAO-2012-081 (Michigan Mental Health Court Grant Program - CFDA Number 16.803) between the 12<sup>th</sup> District Court and the Michigan Supreme Court State Court Administrative Office is effective October 1, 2011.

For the 12<sup>th</sup> District Court  
Michigan Mental Health Court

For the Michigan Supreme Court  
State Court Administrative Office

Honorable Darryl R. Mazur                      Date  
Chief Judge

Dawn A. Monk  
Deputy State Court Administrator

Authorizing Official \_\_\_\_\_ Date \_\_\_\_\_

Authorizing Official (Please print name and title)	Date
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Commissioner Board Appointments – February 2012

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Emergency Management Advisory Council</u>				
1) One City Council member	12/2013	Ken Gaiser	Derek Dobies	Derek Dobies
<u>Department on Aging Advisory Council</u>				
1) One Public Member	12/2012	Nancy Seydell	Teresa Abbey Jack Bentley	Jack Bentley
<u>Mid-South Substance Abuse Commission</u>				
1) One Commissioner member	12/2013	Cliff Herl	Cliff Herl	Cliff Herl

## COUNTY OF JACKSON

### REQUEST FOR BOARD OR COMMISSION APPOINTMENT

Mail or personally deliver to: *County of Jackson -- Administrator/Controller's Office -- 6<sup>th</sup> Floor*  
*120 West Michigan Avenue, Jackson, MI 49201*  
*(517) 788-4335 FAX (517) 780-4755*

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.  
Persons who wish to serve should complete the following information.

NAME: Abbey \_\_\_\_\_ Teresa \_\_\_\_\_  
Last First, Middle Initial  
HOME ADDRESS: 216 S Waterloo \_\_\_\_\_ Jackson \_\_\_\_\_ 49201  
Street City Zip Code  
TELEPHONE: 517-204-2018 \_\_\_\_\_ teresa.abbey@gmail.com  
Home, Work, Cell, or Business (Include Area Code) E-mail Address

**Name of Board(s) or Commission(s) to which Appointment is requested:**

1. Department on Aging Advisory Council 2. \_\_\_\_\_ 3. \_\_\_\_\_

**Community Activities/Civic Organization/Boards/Commissions:**

Activity / Organization:	Length of Service	Position (s) Held:
<u>Department on Aging Advisory Council</u>	<u>3 yrs</u>	_____
<u>Region 2 Planning Commission</u>	<u>2 yrs</u>	_____
_____	_____	_____

**Employment:**

<u>Orion Systems, Inc</u>	<u>configuration manager</u>	_____
Current Employer:	Position:	Dates of Employment:

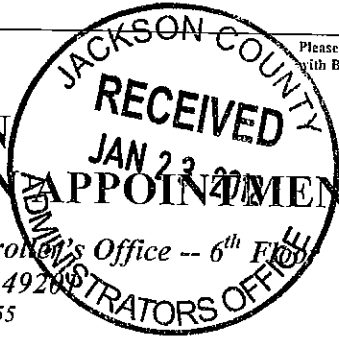
**Education:**

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Additional Information you feel may be helpful in considering your request for appointment:

Teresa J Abbey \_\_\_\_\_ 1/11/2012  
Signature: Date:

# COUNTY OF JACKSON REQUEST FOR BOARD OR COMMISSION APPOINTMENT



Mail or personally deliver to: County of Jackson -- Administrator/Controller's Office -- 6<sup>th</sup> Floor  
120 West Michigan Avenue, Jackson, MI 49201  
(517) 788-4335 FAX (517) 780-4755

The Jackson County Board of Commissioners appoints individuals to numerous Boards and Commissions.  
Persons who wish to serve should complete the following information.

NAME: BENTLEY JACK P  
Last First Middle Initial  
HOME ADDRESS: 1446 EAGLE PL. CLARK LAKE 49234  
Street City Zip Code  
TELEPHONE: 517 5299698 DRJPBENTLEY@Comcast.net  
(Home) Work, Cell, or Business (Include Area Code) E-mail Address

Name of Board(s) or Commission(s) to which Appointment is requested:

1. DEPARTMENT ON AGING ADVISORY COUNCIL

Community Activities/Civic Organization/Boards/Commissions:

Activity / Organization:

Length of Service

Position (s) Held:

Please see attached statements

Employment:

RETIRED

Current Employer:

Position:

Dates of Employment:

Education:

BS, MD

Please indicate why you are requesting appointment to this Board (s) /Commission (s):

Please see my attached letter

Additional Information you feel may be helpful in considering your request for appointment:

ATTACHED

Jack P Bentley  
Signature:

January 20, 2012  
Date:

Submit

Reset

**Jack P. Bentley, M.D.**  
1446 Eagle Point Road  
Clarklake, Michigan 49234  
(517) 529-9698  
drjpbentley@comcast.net

January 20, 2012 attendant  
Jackson County Board of Commissioners:

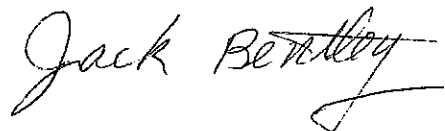
Dear Members:

The notice of an opening on the Department on Aging Advisory Council and an opportunity for application to the council appeals to me greatly. The last twenty years of my wife's medical practice, she retired two years ago, were devoted to geriatric medicine. Although I retired earlier than she I remained actively involved in her practice, and, with Mary, attended seminars on geriatric medicine as well as subscribing to journals and online materials.

Maintaining reasonable function as an elderly person, as you folks know so very well, is a complex issue with medical care only one factor. Financial problems, isolation, loss of old friends and associates, depression, decline in cognition, eyesight and balance, I'll stop now before I become depressed. An effective advisory board does not need a medical professional, but should expect a member willing and able to study all the issues and engage fully in seeking solutions.

Regarding my self, I am old, active, bike and swim, cross country ski, but carefully, have free time for important stuff. I do not travel, I've seen a lot of the world, would like once more to ski the high country which Mary and I did with so much pleasure but defer to the fear of fracture.

Your willingness to consider my application is much appreciated.

A handwritten signature in black ink that reads "Jack Bentley". The signature is written in a cursive style with a long, sweeping underline.

## Curriculum Vitae, Jack P. Bentley M.D.

Born April 19, 1922, Grand Rapids, Michigan. Father, Hallet Edward Bentley, a civil engineer employed by the city of Grand Rapids. Mother, maiden name Elsie Parker, a school teacher in the public education system. No siblings.

Family moved to Ann Arbor Michigan in the year 1938. Dr. Bentley graduated from Ann Arbor Pioneer High School in June of 1940.

United States Army Air Corp 1942 to August of 1945.

Undergraduate education University of Michigan.

Graduate education Wayne State University. Doctor of Medicine degree 1952 from Wayne State University, Detroit, Michigan.

Internship Detroit Receiving Hospital June 1952-1953

Entered private practice of medicine August 1953. Admitted to full staff membership Foote Memorial Hospital 1954 and to Jackson Mercy Hospital 1954. Uninterrupted staff membership until retirement July 1, 1989. Jackson Mercy Hospital was purchased by Foote Hospital in 1972 and the staffs combined at that time. Currently a member of the Honorary Staff Emeritus of Foote Hospital.

Served on the executive committees of both Foote and Mercy Hospitals. Served as Vice Chief of Staff of the combined Foote Hospital December 1974 through December 1976.

Chief of Staff of Foote Memorial Hospital 1976 through December 1978.

Member of the Board of Trustees of Foote Memorial Hospital two terms.

Medical Director, Michigan Deaconess Adolescent Substance Abuse Center, East Lansing, Michigan 1986 until retirement.

Program Director of ASSIST, a Michigan licensed intervention and education organization to aid families in getting proper treatment for chemically dependent persons and their families. 1984-1989.

Medical consultant to Aeroquip Corporation, Jackson Michigan, to Wolverine Technologies, Simpson Industries, Jackson Intermediate School System, Jacobsons Inc. Thorrez Industries all of Jackson Mi.

### Professional Associations:

Jackson County Medical Society, Michigan State Medical Society, American Medical Association, Michigan Academy of Family Practice, American Academy of Family Practice and



## Wayne State University Medical School Alumni Association

### Community Service:

Membership Board of Directors of the Childbirth Preparation Service of Jackson

Board of Directors Of Samaritan Center of Jackson, Free Methodist

Executive Committee of Jackson Chamber of Commerce

Board of Directors of Jackson Chamber of Commerce

Board of Directors of Jackson Wellness Committee

Board of Directors Jackson Community College

Co-founder with Attorney Larry Bullen and Dr. Frank Schrader of the Jackson Med Center, a low cost medical clinic for indigent persons.

Founder and coordinator with Father Paul Lynch( Assistant. Principal of Lumen Christi High School) of the Jackson Support Group for Parents of Troubled Children, "Tough Love".

Married to Mary Elizabeth Nichols, (Bentley, M.D.) June 1949

Four daughters, Lynne Merlo, PhD, Gail Boomgaars, M.D. professor of Pathology Wayne State University Medical School. Elise Fish, B.A. Teacher in Vandercook school system, and Jill Bentley, B.S. radiology technician Allegiance Hospital and instructor in radiology technology at Jackson Community College.