

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



BOARD OF COMMISSIONERS

Clifford E. Herl, District 1
David F. Lutchka, District 2
Todd N. Brittain, District 3
Philip S. Duckham III, District 4
Earl J. Poleski, District 5
James C. Videto, District 6
James E. Shotwell, Jr., District 7
Gail W. Mahoney, District 8
Mike Brown, District 9
Patricia A. Smith, District 10
Michael J. Way, District 11
David K. Elwell, District 12

ELECTED OFFICIALS

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

COUNTY STAFF

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

County Commission Agenda **September 18, 2007**

Order of Business:

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

Public Comment

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

Consent Agenda

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

Standing Committees

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

Closed Session

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

"Your interest in your County Government is appreciated"

AGENDA
JACKSON COUNTY BOARD OF COMMISSIONERS BOARD MEETING
September 18, 2007
7:00 p.m.
County Commission Chambers

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

1. **CALL TO ORDER** – *Chairman Steve Shotwell*
2. **INVOCATION** – *Commissioner David K. Elwell*
3. A. **PLEDGE OF ALLEGIANCE** – *Chairman Steve Shotwell*
B. **MOMENT OF SILENCE** – In memory of James Syrek, Circuit Court employee
4. **ROLL CALL** – *County Clerk Amanda Riska*
5. **APPROVAL OF AGENDA**
6. **AWARDS & RECOGNITIONS** – None.
7. **COMMUNICATIONS/PETITIONS** – None.
8. **SPECIAL ORDERS/PUBLIC HEARINGS**
7:20 p.m. A. Setting a Public Hearing regarding Issuance of County of Jackson Hospital Finance Authority Hospital Revenue and Refunding Bonds for the Benefit of W. A. Foote Memorial Hospital
9. **PUBLIC COMMENTS**
10. **SPECIAL MEETINGS OF STANDING COMMITTEES** – None.
11. **MINUTES**
A. Minutes of the 8/21/07 Regular Meeting of the Jackson County Board of Commissioners

Attachments:
*8/21/07 Regular Meeting minutes
12. **CONSENT AGENDA** (Roll Call)
A. **County Affairs**
 1. Bureau of Aeronautics Sponsor Contract for a Snow Removal Equipment Building Concept Budget Report and Final Engineering Design for Runway 14-32 (Phase II)

Attachments:
*Memorandum from Airport Manager dated 6/25/07 with attachments

2. Resolution (09-07.32) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2003-0776 (Federal Project #B-26-0051-1806) for Preparation of a Concept Budget Report for a New Snow Removal Equipment Building to be Constructed at the Jackson County Airport and Final Engineering Design for Runway 14-32 (Phase II)

Attachments:

*Resolution (09-07.32)

3. Mead and Hunt Contract for a Concept Budget Report for the Snow Removal Equipment Building

Attachments:

*Memorandum from Airport Manager dated 8/16/07 with attachments

*Mead and Hunt Contract for a Concept Budget Report for the Snow Removal Equipment Building

4. Mead and Hunt Contract for Final Design for Extension/Reconstruction of Runway 14-32 and Taxiway D

Attachments:

*Memorandum from Airport Manager dated 8/16/07 with attachments

*Mead and Hunt Contract for Final Design for Extension/Reconstruction of Runway 14-32 and Taxiway D

B. County Agencies

5. Fiscal Year 2008 Title IV-D Cooperative Reimbursement Program Contract for Jackson County CS/FOC-08-38001

Attachments:

*Fiscal Year 2008 Title IV-D Cooperative Reimbursement Program Contract for Jackson County CS/FOC-08-38001

6. Friend of the Court Budget

Attachments:

*Memorandum from Administrator/Controller dated 8/30/07

*Friend of the Court Budget

C. Human Services

7. Medical Director Services Agreement with Jackson County

Attachments:

*Memorandum from Attorney Townsend regarding Medical Director Services Agreement with Jackson County

*Medical Director Services Agreement

8. Agreement between Michigan Department of Community Health and Jackson County Board of Commissioners for the Comprehensive Planning, Budgeting and Contract (CPBC) Agreement

Attachments:

*CPBC Agreement

9. Director/Health Officer Contract with Livingston County

Attachments: None.

10. 2007/2008 Health Department Budget Request

Attachments:

*Memorandum from Health Director dated 8/24/07

*Memorandum from Administrator/Controller dated 9/5/07

*Health Department Budget

D. Personnel & Finance

11. Resolution (09-07.34) Regarding the Issuance of County of Jackson Hospital Finance Authority Hospital Revenue and Refunding Bonds for the Benefit of W. A. Foote Memorial Hospital

Attachments:

*Resolution (09-07.34)

12. Fund Deficit Elimination Plans

Attachments:

*Memo from Finance Officer dated 8/30/07

*State Budget Deficit Memo

*Proposed Fund Deficit Elimination Plans

13. Budget Adjustments

a. Health Department

Attachments:

*Memorandum from Health Director dated 8/22/07

*Health Department Budget Adjustment

- E. Claims** - Claims were unavailable at the Committee meetings due to month end timing. Claims for August will be reviewed and approved in October.

13. **STANDING COMMITTEES**

A. **County Affairs – Commissioner Dave Lutchka**

1. Appointment to the Department on Aging Advisory Council, one public member, term to 12/2007
2. Appointment to the Jury Board, one public member, term to 4/2013

Attachments:

*September 2007 Commissioner Board Appointments

B. **County Agencies – Commissioner Gail W. Mahoney**

None.

C. **Human Services – Commissioner Mike Way**

None.

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

None.

14. **UNFINISHED BUSINESS** – None.

15. **NEW BUSINESS**

A. **Travel Expenses – Commissioner Gail W. Mahoney**

Attachments:

*Travel Expenses– Commissioner Gail W. Mahoney

B. **Jackson County Road Commission – Filling Vacancies**

Attachments:

*Jackson County Road Commission – Filling Vacancies

roll call

C. **Resolution (09-07.35) Supporting Legislative Changes to Allow Adjustments to Salaries for County Boards of Road Commissioners**

Attachments:

*Resolution (09-07.35)

- 16. **PUBLIC COMMENTS**
- 17. **COMMISSIONER COMMENTS**
- 18. **CLOSED SESSION** – None.
- 19. **ADJOURNMENT**

NOTICE OF PUBLIC HEARING
REGARDING THE ISSUANCE OF
COUNTY OF JACKSON HOSPITAL FINANCE AUTHORITY
HOSPITAL REVENUE AND REFUNDING BONDS FOR THE BENEFIT OF
W.A. FOOTE MEMORIAL HOSPITAL

The County Commission of the County of Jackson will hold a public hearing at 7:00 p.m., on September 18, 2007, in the Jackson County Tower Building, Commission Chambers, 2nd Floor, 120 W. Michigan Avenue, Jackson, Michigan, on the proposed issuance by the County of Jackson Hospital Finance Authority (the "Authority") of hospital revenue and refunding bonds, in one or more series (collectively, the "Bonds") for the benefit of W.A. Foote Memorial Hospital (the "Hospital"). The proceeds of the Bonds will be loaned to the Hospital and used by the Hospital, together with other available funds, for any one or more of the following purposes (i) to refund the outstanding County of Jackson Hospital Finance Authority Hospital Revenue Bonds (W.A. Foote Memorial Hospital, Jackson, Michigan) Series 1997A originally issued in the aggregate principal amount of \$50,000,000 (the "Prior Bonds"), (ii) to finance, at a presently estimated cost of \$50,000,000, the acquisition, renovation, construction and equipping of the existing hospital facility of the Hospital located at 205 N. East Avenue, Jackson, Michigan (the "Hospital Facility") generally consisting of a surgery area upgrade and various equipment acquisitions and building and parking upgrades, (iii) to pay capitalized interest on the Bonds, and (iv) to pay the costs of issuing the Bonds. The Bonds are proposed to be issued in the aggregate principal amount of not to exceed One Hundred Million Dollars (\$100,000,000) and the balance of necessary funds, if any, will be provided by the Hospital.

The Prior Bonds were issued (i) to finance the acquisition, renovation, construction and equipping of the Hospital Facility generally consisting of the renovation and expansion of patient care areas of the Hospital, building improvements, the acquisition and installation of patient care equipment, computer equipment and food service equipment and the acquisition of a building located at One Jackson Square, Jackson, Michigan (the "Jackson Square Building") for use by the Hospital for administrative and educational purposes, and (ii) to pay the costs of issuing the Prior Bonds.

The Hospital Facility and the Jackson Square Building are owned and operated by the Hospital. All facilities financed or refinanced with the proceeds of the Bonds are owned and operated by the Hospital.

The Bonds will be limited obligations of the Authority payable only from certain funds and accounts established by the indenture of the Authority for the Bonds. The Bonds will not be a general obligation of the Authority and will not be a debt of the State of Michigan, the County of Jackson or any political subdivision of the State of Michigan. The Authority has no taxing power and the issuance of the Bonds will not obligate the State of Michigan, the County of Jackson or any political subdivision of the State of Michigan to levy or pledge any form of taxation for the Bonds or to make an appropriation for the payment of the Bonds. The hearing will provide a reasonable opportunity for expression of opinion,

argument on the merits, and introduction of documentary evidence pertaining to the proposed issuance of the Bonds. Written comments will be accepted by the Authority but must be received on or before the date of hearing.

DATED September 4, 2007

County of Jackson Hospital Finance Authority
Jackson County
c/o County Clerk
Jackson County Tower Building
120 W. Michigan Avenue
Jackson, Michigan 49201
(517) 788-4000

MINUTES
JACKSON COUNTY BOARD OF COMMISSIONERS
August 21, 2007
County Commission Chambers
7:00 p.m.

1. CALL TO ORDER: Chairman Shotwell called the August 21, 2007, meeting of the Jackson County Board of Commissioners to order at 7:02 p.m.

2. INVOCATION: Commissioner Michael J. Way

3. PLEDGE OF ALLEGIANCE: Led by Chairman Shotwell

4. ROLL CALL: County Clerk – Amanda L. Riska

5. APPROVAL OF AGENDA:

Moved by Mahoney supported by Videto for Approval of the Agenda. Leoni Wastewater Treatment will appear under new business. Motion carried.

6. AWARDS & RECOGNITIONS: None.

7. COMMUNICATIONS/PETITIONS: None.

8. SPECIAL ORDERS/PUBLIC HEARINGS:

A. 2006 County Audit

Dave Fisher presented the audit at 7:20 p.m. The presentation concluded at 7:34 p.m.

Moved Herl, supported by Mahoney to receive the report. Motion carried.

9. PUBLIC COMMENTS:

Public comments began at 7:05 p.m. They were taken out of order because the Special Orders/Public Hearing wasn't scheduled to begin until 7:20 p.m.

Judy Dynnik, Volunteer Executive Director for Jackson County Volunteers Against Pound Seizure, thanked the commission for trying to find a new shelter and also explained to the new commissioners a little about their work.

Brenda Bowban, Summit Township resident. She works at Disability Connections. She spoke about transportation issues here in Jackson County. She believes transportation is vital. She would like to see all of the commissioners to work with the JTA board to come up with a resolution to bring services back to what they previously were.

Phil Moilanen spoke about the resolution regarding smoke free air in bars. The questions that have come up to him so far are regarding personal liberties. One of the members mentioned at a legislative meeting of the chamber that their job is to be leaders and set policy. One of the missions is to serve the public needs. He said that the commissioners have the right to guarantee that the public has the right to breathe clean air. He urged them to vote in favor of the resolution.

Michael Swope, resident of Rives Township. He asked that the commissioners vote against the smoke free air resolution as a matter of individual liberty.

Gerald Marker said that it is nice to be able to get into the building but stated that it is hard to get into the men's restroom. He asked why the JTA issue for handicapped people wasn't a millage request.

Public comment suspended at 7:19 p.m. to allow the Special Order/Public Hearing to take place.

Public comment continued at 7:35 p.m.

Sandy Jimenez, a cancer survivor, spoke in favor of the smoke free air resolution.

Ted Westmeier, Director of Public Health for Jackson County. He spoke about the resolution regarding second hand smoke. He is in support of the smoke free air resolution and feels we must consider the rights of the non-smoker.

Greg Wilson is not in favor of passing the smoke free air resolution.

Dewey Graves, Leoni Township resident, does not support the smoke free air resolution.

Public comment closed at 7:48 p.m.

10. SPECIAL MEETINGS OF STANDING COMMITTEES: None.

11. MINUTES

A. Minutes of the 7/24/07 Regular and 8/06/07 Special Meetings of the Jackson County Board of Commissioners

Moved by Mahoney, supported by Brown to approve the Minutes of 7/24/07 Regular and 8/6/07 Special Meetings of the Jackson County Board of Commissioners. Motion carried.

12. CONSENT AGENDA

Moved by Herl, supported by Brittain to Approve the Consent Agenda. Roll call: (12) Motion carried unanimously.

A. County Affairs

- 1. Acknowledge MDOT Bid Award for Falling Waters Trail Construction**
- 2. New Fund for Parks Falling Water Trail (FWT) and Lagoon Projects**
- 3. Resolution (08-07.30) Jackson County Airport – Reynolds Field, Jackson, Michigan Land Release (Approximately 68 acres) for Sale of Parcels 15A and 62 to RAMCO-GERSHENSON PROPERTIES, L.P.**

B. County Agencies

None.

C. Human Services

- 4. Approval of Carrera Program**
- 5. Resolution (08-07.28) to Advocate for Prioritization for Public Health Services when the State's Share of the Cost is less than 50% for the Services**

D. Personnel & Finance

- 6. Personnel Change – Fleet/Facilities**
- 7. Technical Energy Analysis Proposal**
- 8. Masonry Repairs to the Courthouse and Northlawn Buildings**
- 9. Bid Award for Mobile Camera Upgrade – Sheriff Department**

E. Claims

- 10. Claims dated 7/1/07-7/31/07 as presented to and approved by the Standing Committees**

13. STANDING COMMITTEES:

A. County Affairs – *Commissioner Dave Lutchka*

- 1. Appointments to Agricultural Preservation Board**

One public member – term to 6/2009

Cmr. Lutchka stated that the committee nominated Charity Steere. No other nominations from the floor. Motion carried.

One elected official in township government – term to 6/2009

Cmr. Lutchka stated that the committee nominated Robert Hannewald. No other nominations from the floor. Motion carried.

Three individuals with agricultural interests – one term to 6/2008, one term to 6/2009, and one term to 6/2010

Cmr. Lutchka stated that there are three terms open but the committee received only one application. 2008 Term: The committee nominated Nancy Hawley from Henrietta Township. No other nominations from the floor. Motion carried.

One individual representing local nature resource conservation interests – term to 6/2010

Cmr. Lutchka stated that the committee nominated Dick Ekins from Tompkins Township. No other nominations from the floor. Motion carried.

One member with real estate or development interests – term to 6/2008

No applicants.

One Commissioner member – term to 6/2008

Cmr. Lutchka stated that the committee nominated David Lutchka. No other nominations from the floor. Motion carried.

2. Appointments to the Aging Advisory Council – Two public members - Terms to 12/07 and 12/08

Cmr. Lutchka stated that the committee nominated Diane Derby. No other nominations. Motion carried.

3. Appointment to the Leoni DDA – One Commissioner member – term to 12/31/07

Cmr. Lutchka stated that the committee nominated Steve Shotwell. No other nominations from the floor. Motion carried.

B. County Agencies – *Commissioner Gail Mahoney*

None.

C. Human Services – *Commissioner Mike Way*

1. Resolution (08-07.29) Supporting the Campaign for Smoke Free Air

Committee Recommendation:

The Human Services committee recommends that the board not approve the resolution.

Moved by Way, supported by Elwell to Disapprove Resolution 08-07.29 Supporting the Campaign for Smoke Free Air. Cmr. Brittain is a non-smoker with asthma, but as an elected official, he doesn't feel that it is his job to eliminate it from the public. He thinks that it should be a question on the ballot to let the people make that decision. He will not support the resolution for that reason. Cmr. Brown feels the same way and he will also be voting no on resolution. Cmr. Elwell stated that if a commissioner does not support asking the legislature to do this, then they need to vote for the motion. Voting for the motion is disapproval of telling Lansing to enact it. He does not smoke either but he has a hard time stepping in and telling businesses how to run their business. He doesn't have any doubt that smoking and second hand smoke is bad but he chooses to go where there isn't smoke. He said the businesses are doing the same thing. He thinks that it is overreaching government and does not support the resolution. Cmr. Way will be opposing the motion. He believes the resolution is for the best interest of the citizens of Jackson County and it also speaks to the recently approved strategic plan in a number of different areas. Cmr. Duckham will be voting yes supporting the motion to disapprove the resolution. He doesn't see where government has the authority to regulate legal products. He believes that it will open the door for further regulation of our lives and our behaviors. He also believes that there are so many smoke free places now that someone that has this concern would easily be able to make a choice to go there instead. He is skeptical of the Surgeon General's report on second hand smoke. Cmr. Mahoney has been a long time supporter of trying to get a ban enacted throughout the state. She doesn't want to see it happen to one bar or restaurant and not another. She believes that it's their responsibility to provide things that people cannot provide for themselves. She is in favor of having the state look at this issue. Cmr. Smith thinks that she should vote no on this but she is going to vote yes because she believes that it is a personal right. She has emphysema and she doesn't know if it's from smoking, but she avoids places where people are smoking. Acting Administrator Randy Treacher explained the vote. The resolution that came from Human Services read in favor of the smoking ban. The recommendation from Human Services is not to approve the resolution. If not in favor of the ban, vote yes, if in favor of the ban, vote no. Cmr. Brown requested to abstain from voting because he said it is hard to speak for the people that he represents. Chairman Shotwell denied the request and asked him to vote. Roll call: (8) Yeas. Cmr. Herl, Lutchka, Brittain, Duckham, Videto, Brown, Smith and Elwell. (4) Nays. Cmr. Poleski, Shotwell, Mahoney and Way. Motion passed. No action taken and nothing will be sent to the state.

D. Personnel and Finance – Commissioner Jim Videto

None.

14. UNFINISHED BUSINESS:

A. Attorney Peter Cohl

Moved by Elwell, supported by Mahoney to Proffer the Formal Charges as Presented. Motion passed unanimously.

1. Letter to Commissioner Zenz

2. Resolution (08-07.31) Authorizing Amendment 2007-1 to the Jackson County Employees' Retirement System Bylaws

Moved by Mahoney, supported by Elwell to Approve Resolution 08-07.31 Authorizing Amendment 2007-1 to the Jackson County Employee's Retirement System Bylaws. Cmr. Poleski pointed out that on page 59 of the agenda, the Amendment 2007-1 refers to employment as a member of the Jackson County Board of Commissioners and asked if it should read Jackson County Board of Road Commissioners instead. Chairman Shotwell stated that it should be duly corrected. Roll call: (10) Yeas. Cmr. Herl, Lutchka, Brittain, Duckham, Poleski, Shotwell, Mahoney, Brown, Smith and Elwell. (2) Nays. Cmr. Videto and Way. Motion carried.

15. NEW BUSINESS:

1. Leoni Twp. Wastewater Treatment Plant Section

Moved by Mahoney, supported by Brittain to Approve the Resolution to Establish and Provide for the Jackson County Wastewater Disposal Facility. (Leoni Wastewater Treatment Plant Section) Motion carried unanimously.

16. PUBLIC COMMENTS:

Public comments reopened at 8:12 p.m.

Greg Wilson thanked the commissioners for their vote not supporting the resolution to ban smoking. He feels the legislation is flawed and agrees that it should be put to a public vote.

Estelle Graves, spoke about the article that was in the Jackson Citizen Patriot regarding Alex Denados. He is experiencing the same problems her and her husband are with their

daughter sitting at her job site for two hours or longer, unsupervised, with a mental disability. She asked once again for help with funding with JTA.

Public comment closed at 8:14 p.m.

17. COMMISSIONER COMMENTS:

Cmr. Lutchka stated that construction at the airport runway has started. He also talked about the Jackson County Farm Fest that is coming up on September 15, 2007.

Cmr. Brittain spoke about the comments from public regarding JTA. He advised them to go to the townships individually and ask them to have a millage through the township.

Cmr. Duckham spoke in regards to JTA. One of his constituents who is a widow and lives at Vineyard Lake didn't have a ride to get to her appointment, and there also wasn't any service to get her there. He offered to give her a ride but she found a family member that helped her. He said that people keep coming and asking them to do something, but their hands are tied. He told JTA to step forward with a solution. He was also stated that he was at the race this last weekend and saw a racecar that had the sponsor of Michigan Parks and Department of Natural Resources on the side of the car. He said that with all of the state's budgets problems and people getting laid off from their jobs, it really sent a wrong message in his book.

Cmr. Elwell stated that intent of last month's motion regarding the Road Commission's medical care and pension is that the action of terminating the paid health care as of August 31, 2007, ends it for active Road Commissioners and those that retire after August 31, 2007. With a sense of fair play, he wanted to say that publicly.

He also wants to see the management letter that has comments and recommendations from the Road Commission Audit that was given last month. He is surprised that it is not here yet.

Cmr. Poleski said we are moving in the right direction with respect to the Leoni Wastewater Treatment Plant. He reminded those that are working on that they have had some questions concerning the financial models and the precise duties and responsibilities of each of the entities involved. He is sure that they will be working that out as they move down the road on it. As to the Animal Shelter, he is looking forward to hearing a number of options from the Administration as to how it is going to be dealt with. He will also echo Cmr. Elwell's note with respect to Road Commissioner's Medicial Benefits. He also asked the administrator with respect to the Rives Township Sewer issue, whether we have received the representations required by our policy concerning full faith and credit of the county. Chairman Shotwell stated that we have all but one signature. Nothing has been done with it yet.

18. CLOSED SESSION: None.

19. ADJOURNMENT

Chairman Shotwell adjourned the August 21, 2007, meeting of the Jackson County Board of Commissioners at 8:21 p.m.

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

Respectfully submitted by Amanda L. Riska – County Clerk

Consent Agenda
Motions

September 18, 2007

Roll Call

1. Motion: Approve Bureau of Aeronautics Sponsor Contract for a Snow Removal Equipment Building Concept Budget Report and Final Engineering Design for Runway 14-32 (Phase II)
2. Motion: Approve Resolution (09-07.32) Authorizing the County Board of Commissioners Chair, James E. Shotwell, Jr., to Sign MDOT Contract #2003-0776 (Federal Project #B-26-0051-1806) for Preparation of a Concept Budget Report for a New Snow Removal Equipment Building to be Constructed at the Jackson County Airport and Final Engineering Design for Runway 14-32 (Phase II)
3. Motion: Approve the Mead and Hunt Contract for a Concept Budget Report for the Snow Removal Equipment Building
4. Motion: Approve the Mead and Hunt Contract for Final Design for Extension/ Reconstruction of Runway 14-32 and Taxiway D
5. Motion: Approve Fiscal Year 2008 Title IV-D Cooperative Reimbursement Program Contract for Jackson County CS/FOC-08-38001
6. Motion: Approve the Friend of the Court Budget
7. Motion: Approve the Medical Director Services Agreement with Jackson County
8. Motion: Approve the Agreement Between the Michigan Department of Community Health and Jackson County Board of Commissioners for the Comprehensive Planning, Budgeting and Contract (CPBC) Agreement
9. Motion: Approve the Director/Health Officer Contract with Livingston County
10. Motion: Approve the 2007/2008 Health Department Budget Request
11. Motion: Approve Resolution (09-07.34) Regarding the Issuance of County of Jackson Hospital Finance authority Hospital Revenue and Refunding Bonds for the Benefit of W. A. Foote Memorial Hospital
12. Motion: Approve the Fund Deficit Elimination Plans
13. Motion: Approve the Budget Adjustments: Health Department



J X N


Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

August 16, 2007

TO: Randy Treacher, Administrator – Controller

FROM: Kent Maurer, Airport Manager 

RE: Bureau of Aeronautics Sponsor Contract for a Snow Removal Equipment
Building Concept Budget Report and Final Engineering Design for
Runway 14-32 (Phase II)

I am submitting a grant sponsor contract in the amount of \$170,000 (\$136,000 Federal; \$29,750 State; and \$4,250 Local) approved by MDOT- Aeronautics.

The Jackson County Airport Board has approved this Sponsor Contract. I am seeking permission to submit this contract and resolution to the Jackson County Board of Commissioners.

I recommend approval.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
LANSING

KIRK T. STEUDLE
DIRECTOR

August 10, 2007

Kent Maurer, Airport Manager
Jackson County-Reynolds Field
3606 Wildwood Avenue
Jackson, Michigan 49202

Dear Mr. Maurer:

SUBJECT: Jackson County-Reynolds Field
Jackson, Michigan
Fed. Proj. No. B-26-0051-1806
MDOT Contract No. 2007-0776

Enclosed are the original and one copy of the above-described contract between your organization and the Michigan Department of Transportation. Please take time to read and understand this contract (**noting the special conditions in Appendix F**). If this contract meets with your approval, please complete the following checklist:

- _____ **PLEASE DO NOT DATE THE CONTRACTS.** MDOT will date the contracts when they are executed. (A contract is **not** executed unless both parties have signed it.)
- _____ Secure the necessary signatures on **both** contracts.
- _____ **Include a certified resolution/authorization that specifically names the official(s) authorized to sign the contract.** One must be submitted for **each** contract even though you may have submitted one to us in the past.
- _____ If applicable, please provide any credit documentation to the project manager as soon as possible.
- _____ Return **both** copies of the contract to my attention at the address below for execution by MDOT. In order to meet the scheduled project start date and/or timely processing of project costs, **please return the contract by September 10, 2007.** One fully executed contract will be forwarded to you.

If you have any questions, please call me at 517-335-9960.

Sincerely,

Susan Panetta, Contract Administrator
Bureau of Aeronautics and Freight Services

Enclosures

cc: Amanda Hopper
File
DAB 9-4-07

RESOLUTION ()
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2007-0776 (FEDERAL PROJECT #B-26-0051-1806),
For Preparation of a Concept Budget Report for a New Snow Removal Equipment Building
To be Constructed AT THE JACKSON COUNTY AIRPORT and Final Engineering Design for
Runway 14=32 (Phase II)

WHEREAS, The FAA has indicated that Runways at the Jackson County Airport do not have required "safety areas" at their respective ends and approaches; and

WHEREAS, Because of the Runway Safety Project a new Runway 7-25 will be constructed and the current Airport Snow Removal Building located on Woodville Road will be need to be removed; and

WHEREAS, Completion of the Runway 14-32 Runway Safety Project will require Final Design Engineering (Phase II); and

WHEREAS, These projects are necessary and in the public interest; and

WHEREAS, Grant funds in the amount of \$170,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$136,000 Federal; \$29,750 State and \$4,250 Local match amounts and were deemed necessary and in the public interest; and,

WHEREAS, The engineering firm of Mead and Hunt will be contracted to write the Concept Budget Report; and,

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve this grant and sponsor contract; and

WHEREAS, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such grant and contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

James E. Shotwell, Jr., Chairman
September 18, 2007

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on September 18, 2007 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____

MICHIGAN DEPARTMENT OF TRANSPORTATION
JACKSON COUNTY BOARD OF COMMISSIONERS
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into this date of _____ by and between the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," and Jackson County Board of Commissioners, hereinafter referred to as the "SPONSOR," for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the Jackson County-Reynolds Field, whose associated city is Jackson, Michigan, such undertaking hereinafter referred to as the "PROJECT," estimated in detail in Exhibit 1, dated July 25, 2007, attached hereto and made a part hereof.

PROJECT DESCRIPTION: PREPARATION OF A CONCEPT BUDGET REPORT FOR A SNOW REMOVAL EQUIPMENT (SRE) BUILDING. FINAL DESIGN FOR RUNWAY 14/32 (PHASE 2). THIS WORK IS FURTHER DEFINED IN CONTRACT NOS. FM 38-01-C69 AND FM 38-01-C71.

WITNESSETH:

WHEREAS, the PROJECT is eligible for federal funding pursuant to the Airport and Airway Improvement Act of 1982, as amended, and/or the Aviation Safety and Noise Abatement Act of 1979; and

WHEREAS, the DEPARTMENT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

WHEREAS, the DEPARTMENT is responsible for the allocation and management of block grant funds pursuant to the above noted act;

NOW, THEREFORE, the parties agree:

1. The term "PROJECT COST," as herein used, is defined in Attachment(s) 16, attached hereto and made a part hereof. The PROJECT COST will also include administrative costs incurred by the DEPARTMENT in connection with the PROJECT. Administrative costs incurred by the SPONSOR are not eligible PROJECT COSTS.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. The DEPARTMENT will select the consultant for each element of the PROJECT involving preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to the DEPARTMENT.
3. Make payment to the DEPARTMENT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to insure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping,
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter

referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Contract.

- b. Audit and Inspection. The SPONSOR will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 U.S.C. 7501-7507) the OMB Circular A-133, as revised or amended, and the provisions of 1951 PA 51; MCL 247.660h; MSA 9.1097(10i), as applicable, that is in effect at the time of Contract award with regard to audits.

- i. Agencies expending a total of Five Hundred Thousand Dollars (\$500,000.00) or more in federal funds from one or more funding sources in their fiscal year will comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The SPONSOR will submit two (2) copies of:

- The Reporting Package
- The Data Collection Package
- The management letter to the SPONSOR, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

- ii. Agencies expending less than Five Hundred Thousand Dollars (\$500,000.00) in federal funds must submit a letter to the DEPARTMENT advising that a circular audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the DEPARTMENT federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

- iii. Address: Michigan Department of Transportation
Multi-Modal Transportation Services Bureau (Aeronautics)
2700 East Airport Service Drive
Capital City Airport
Lansing, MI 48906-2060

- iv. Agencies must also comply with applicable state laws and regulations relative to audit requirements.

- v. Agencies will not charge audit costs to the DEPARTMENT's federal programs that are not in accordance with the aforementioned OMB Circular A-133 requirements.

- vi. All agencies are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
 - vii. The federal award associated with this Contract is CFDA Airport Improvement Program number 20.106, Federal Project Number B-26-0051-1806, award year 2006, Federal Aviation Administration, Department of Transportation.
- c. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by the DEPARTMENT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.
 - d. The DEPARTMENT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - e. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), (c), and (d) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by the DEPARTMENT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to the DEPARTMENT upon request. The SPONSOR agrees to permit representatives of the DEPARTMENT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of the DEPARTMENT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from the DEPARTMENT or SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the DEPARTMENT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

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

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

7. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all state, federal, and local applicable statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the Special Conditions set forth in Appendix F, attached hereto and made a part hereof.

In addition, the SPONSOR agrees to accomplish the project in compliance with the FAA "Terms and Conditions of Accepting Airport Improvement Program Grants" signed on October 19, 2006.

THE DEPARTMENT WILL:

8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST. The DEPARTMENT will bill the SPONSOR for the SPONSOR's share of additional estimated PROJECT COSTS for changes approved in accordance with Section 14 at the time of award of the amendment for approved work.
9. Upon receipt of payment request approved by the SPONSOR, make payment for eligible PROJECT COSTS. The DEPARTMENT will seek reimbursement from the FAA through the block grant issued to the DEPARTMENT for funds expended on eligible PROJECT COSTS.

The DEPARTMENT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED:

11. The PROJECT COST participation is estimated to be as shown below and as in the attached Exhibit 1. Exhibit 1 is to be considered an estimate. The actual DEPARTMENT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$136,000.00
Maximum DEPARTMENT Share	\$29,750.00
SPONSOR Share	<u>\$4,250.00</u>
<i>Estimated</i> PROJECT COST	\$170,000.00

12. The PROJECT COST will be met in part with federal funds granted to the DEPARTMENT by the FAA through the block grant program and in part with DEPARTMENT funds. Upon final settlement of cost, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum DEPARTMENT obligation shown in Section 11.

For portions of the PROJECT where only DEPARTMENT and SPONSOR funds will be applied to the final settlement, DEPARTMENT funds will be at a rate not to exceed ninety percent (90%), and the total DEPARTMENT funds applied toward the PROJECT COST may be up to but will not exceed the maximum DEPARTMENT obligations shown in Section 11 or as revised in a budget letter, as set forth in Section 14. Any items of PROJECT COST not funded by FAA or DEPARTMENT funds will be the sole responsibility of the SPONSOR.

DEPARTMENT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. The DEPARTMENT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The SPONSOR agrees that the costs reported to the DEPARTMENT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
14. The PROJECT COST shown in Section 11 is the maximum obligation of DEPARTMENT and federal funds under this Contract. The maximum obligation of DEPARTMENT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by the DEPARTMENT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Administrator of Airports Division of the Multi-Modal Transportation Services Bureau (Aeronautics).

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations of Section

11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.
15. In the event it is determined by the DEPARTMENT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COST incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting excess funds be returned or at the time of financial closure, whichever comes first.
16. In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, the DEPARTMENT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the SPONSOR fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that the DEPARTMENT will deduct all or a portion of the overpayment from any funds then or thereafter payable by

the DEPARTMENT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

17. This Contract will be in effect from the date of award through twenty (20) years.
18. Failure on the part of the SPONSOR to comply with any of the conditions in this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this Section, pro rata means proration of the cost of the PROJECT over twenty (20) years, if the PROJECT has not yet begun.
19. Any approvals, acceptances, reviews, and inspections of any nature by the DEPARTMENT will not be construed as a warranty or assumption of liability on the part of the DEPARTMENT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of the DEPARTMENT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and inspections by the DEPARTMENT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and inspections by the DEPARTMENT to be construed as a warranty as to the propriety of the SPONSOR's performance, but are undertaken for the sole use and information of the DEPARTMENT.
20. In connection with the performance of PROJECT work under this Contract, the parties (hereinafter in Appendix A referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

The SPONSOR will carry out the applicable requirements of the DEPARTMENT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.

21. In accordance with 1980 PA 278; MCL 423.321 et seq; MSA 17.458(22), et seq, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the national Labor Relations Act, 29 USC 158. The DEPARTMENT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
22. With regard to claims based on goods or services that were used to meet the SPONSOR's obligation to the DEPARTMENT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or the DEPARTMENT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan or the DEPARTMENT.

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

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

23. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.

24. The DEPARTMENT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

25. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to nor will it be interpreted as giving either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and the DEPARTMENT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to the DEPARTMENT with this Contract, as applicable.

IN WITNESS WHEREOF, the parties have caused this Contract to be awarded.

JACKSON COUNTY BOARD OF COMMISSIONERS

By: _____
Title:

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

JACKSON COUNTY-REYNOLDS FIELD
JACKSON, MICHIGAN

July 25, 2007

	Federal	State	Local	Total
ADMINISTRATION	\$1,600	\$350	\$50	\$2,000
DEPARTMENT-AERO	\$1,600	\$350	\$50	\$2,000
LAND	\$0	\$0	\$0	\$0
DESIGN	\$134,400	\$29,400	\$4,200	\$168,000
SRE Building Concept Budget Report				
AERO - Design C69	\$2,346	\$513	\$73	\$2,932
CONSULTANT - Design C69	\$44,854	\$9,812	\$1,402	\$56,068
Final Design for Runway 14/32 Phase 2				
AERO - Design C71	\$3,816	\$835	\$119	\$4,770
CONSULTANT - Design C71	\$83,384	\$18,240	\$2,606	\$104,230
CONSTRUCTION	\$0	\$0	\$0	\$0
CONTINGENCIES	\$0	\$0	\$0	\$0
TOTAL PROJECT BUDGET	\$136,000	\$29,750	\$4,250	\$170,000

ATTACHMENT 16

SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The term "PROJECT COST" will include the cost of the consultant hired to do preliminary/design engineering for future projects.
2. The SPONSOR hereby agrees that it will maintain said Airport in full operating condition on a year-round basis for a period of twenty (20) years in accordance with General Utility licensing requirements set forth by the Michigan Aeronautics Commission rules and regulations. During this period, the Airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell or otherwise divest itself of the Airport or any portion thereof, the SPONSOR agrees to also provide the DEPARTMENT a prior written notice of any such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the Airport or any portion thereof, as the case may be, and/or all facilities thereon. Fair market value shall be determined by an independent appraisal of such properties prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Deputy Director of the Multi-Modal Transportation Services Bureau (Aeronautics), Michigan Department of Transportation.

4. The SPONSOR will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States in the State of Michigan, and will not permit any activity thereon which would interfere with its use for Airport purposes; provided that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace, or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration or growth of any structure, tree or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in FAA Advisory Circulars.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

Appendix B
(Aeronautics)

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

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

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

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

APPENDIX C

Assurances that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

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

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

Airport Name: Jackson County Airport
Associated City: Jackson, Michigan
Project No: B-26-0051-1806

APPENDIX F

SPECIAL CONDITIONS

1. RUNWAY PROTECTION ZONES The Sponsor agrees to take the following actions to maintain and/or acquire a property interest, satisfactory to the FAA, in the Runway Protection Zones:
 - a. Existing Fee Title Interest in the Runway Protection Zone.
The Sponsor agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, as depicted on the Exhibit "A" Property Map, except for nav aids that are fixed by their functional purposes or any other structure approved by the FAA. Any existing structures or uses within the Runway Protection Zone will be cleared or discontinued unless approved by the FAA.
 - b. Existing Easement Interest in the Runway Protection Zone.
The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is a hazard to air navigation or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
2. AIR AND WATER QUALITY. Approval of the project included in this agreement is conditioned on the Sponsor's compliance with applicable air and water quality standards in accomplishing project construction and in operating the airport. Failure to comply with this requirement may result in suspension, cancellation, or termination of federal assistance under this agreement.
3. BUY AMERICAN REQUIREMENT. Unless otherwise approved by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The Sponsor will include in every contract a provision implementing this special condition.
4. WASTE DISPOSAL SITES. It is hereby agreed by and between the parties hereto that, within its authority, the Sponsor will not approve or permit the establishment or existence of a waste disposal site which has been determined to be objectionable under the provisions of FAA Order 5200.5A, dated January 31, 1990, entitled "Waste Disposal Sites On or Near Airports."

5. OPEN BIDDING. The Sponsor agrees not to include in any bid specification, project agreement, or other controlling documents to perform construction activities under this grant, any provisions which would:

- a. Require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- b. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations, on the same or other related construction project(s), or
- c. Require any bidder, offeror, contractor, or subcontractor to enter into, adhere to, or enforce any agreement that requires its employees, as a condition of employment, to:
 - (1) become members of or affiliated with a labor organization, or
 - (2) pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration, or grievance adjustment.

The Sponsor further agrees to require any contractor or subcontractor to agree to not include any similar provision that would violate paragraphs a through c above in their contracts or subcontracts pertaining to the projects under this grant.

6. PAVEMENT MAINTENANCE MANAGEMENT PROGRAM (PGL 95-2). For a project to replace or reconstruct pavement at the airport, the Sponsor shall implement an effective airport pavement maintenance program as is required by airport Sponsor Assurance Number C-11. The Sponsor shall use such program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. As a minimum, the program must conform with the provisions outlined below:

Pavement Maintenance Management Program. An effective pavement maintenance management program is one that details the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed. An airport sponsor may use any form of inspection program it deems appropriate. As a minimum, the program must include the following:

- a. **Pavement Inventory.** The following must be depicted in an appropriate form and level of detail:
 - (1) location of all runways, taxiways, and aprons;
 - (2) dimensions;
 - (3) type of pavement, and;
 - (4) year of construction or most recent major rehabilitation.

For compliance with the Airport Improvement Program (AIP) assurances, pavements that have been constructed, reconstructed, or repaired with federal financial assistance shall be so depicted.

b. **Inspection Schedule.**

- (1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," the frequency of inspection may be extended to three years.
- (2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition.

c. **Record Keeping.** Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The types of distress, their locations, and remedial action, scheduled or performed, must be documented. The minimum information to be recorded is listed below:

- (1) inspection date,
- (2) location,
- (3) distress types, and
- (4) maintenance scheduled or performed.

For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

d. **Information Retrieval.** An airport sponsor may use any form of record keeping it deems appropriate, so long as the information and records produced by the pavement survey can be retrieved to provide a report to the FAA as may be required.

e. **Reference.** Refer to Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements and establishing an effective maintenance program. Specific types of distress, their probable causes, inspection guidelines, and recommended methods of repair are presented.

7. AGENCY AGREEMENT. The Sponsor will not amend, modify, or terminate the agency relationship between the Sponsor, as principal, and the Michigan Aeronautics Commission, as agent, created by the Agency Agreement without prior written approval of the FAA.

APPENDIX G

June 1, 2001

Prime Consultant Statement of DBE Subconsultant Payments

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

PRIME CONSULTANT:			<input type="checkbox"/> CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.	
BILLING PERIOD:						<input type="checkbox"/> Check if Final Payment		JOB NO.
CERTIFIED DBE CONSULTANT	SERVICES WORK PERFORMED	TOTAL CONTRACT AMOUNT	CUMULATIVE DOLLAR VALUE OF SERVICES COMPLETED	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS BILLING PERIOD	DBE AUTHORIZED SIGNATURE (Final Payment Report Only)	DATE
As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate.								
PRIME CONSULTANT'S AUTHORIZED REPRESENTATIVE (SIGNATURE):				TITLE			DATE	
FOR MDOT USE ONLY								

COMMENTS:

CONTRACT ADMINISTRATOR (Signature)	DATE:
---	--------------

Special note: "Prime Consultant or Authorized Representative" refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26.

RESOLUTION (09-07.32)
AUTHORIZING THE COUNTY BOARD OF COMMISSIONERS
CHAIR, James E. Shotwell Jr. TO SIGN MDOT CONTRACT
#2007-0776 (FEDERAL PROJECT #B-26-0051-1806),
For Preparation of a Concept Budget Report for a New Snow Removal Equipment Building
To be Constructed AT THE JACKSON COUNTY AIRPORT and Final Engineering Design for
Runway 14-32 (Phase II)

WHEREAS, The FAA has indicated that Runways at the Jackson County Airport do not have required "safety areas" at their respective ends and approaches; and

WHEREAS, Because of the Runway Safety Project a new Runway 7-25 will be constructed and the current Airport Snow Removal Building located on Woodville Road will be need to be removed; and

WHEREAS, Completion of the Runway 14-32 Runway Safety Project will require Final Design Engineering (Phase II); and

WHEREAS, These projects are necessary and in the public interest; and

WHEREAS, Grant funds in the amount of \$170,000 were allocated by the Michigan Bureau of Aeronautics and Freight Services with an allocation of \$136,000 Federal; \$29,750 State and \$4,250 Local match amounts and were deemed necessary and in the public interest; and,

WHEREAS, The engineering firm of Mead and Hunt will be contracted to write the Concept Budget Report; and,

WHEREAS, The Jackson County Board of Commissioners has legal authority to approve this grant and sponsor contract; and

WHEREAS, James E. Shotwell, Jr., is the Chairman of the Jackson County Board of Commissioners and has authority to sign such grant and contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners approves of the referenced grant and contract authorizes James E. Shotwell Jr. to sign on behalf of the Jackson County Board of Commissioners.

James E. Shotwell, Jr., Chairman
September 18, 2007

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I, Amanda Riska, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on September 18, 2007 at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Amanda Riska, County Clerk

Date: _____



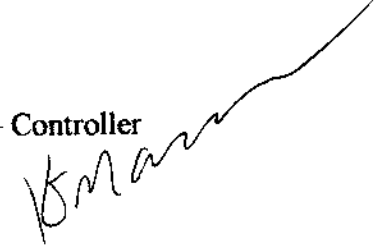
J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

August 16, 2007

TO: Randy Treacher, Administrator – Controller
FROM: Kent Maurer, Airport Manager 
RE: Mead and Hunt Contract for a Concept Budget Report for the Snow Removal Equipment Building

I am submitting a contract (not to exceed \$60,000) with Mead and Hunt of Lansing, Michigan for completion of a Concept Budget Report for the new Snow Removal Equipment Building that will be constructed to replace the current one located on Woodville Road. This CBR is a necessary first step in determining the size, basic design, cost and engineering requirements for the SRE building. The cost of this contract (\$56,067.75) will be funded by a State-Local-Federal grant recently approved by MDOT-Aeronautics.

The Airport Board has approved this contract. I am seeking permission to forward this contract to the Jackson County Board of Commissioners at the September meeting.

I recommend approval.



J X N

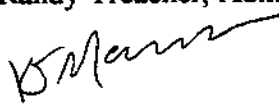
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

August 6, 2007

TO: Jackson County Airport Board Members; Jackson County Board of
Commissioner Members; and, Randy Treacher, Administrator – Controller

FROM: Kent Maurer, Airport Manager 

RE: Mead and Hunt Contract for a Concept Budget Report for the Snow
Removal Equipment Building

I am submitting a contract (not to exceed \$60,000) with Mead and Hunt of Lansing, Michigan for completion of a Concept Budget Report for the new Snow Removal Equipment Building that will be constructed to replace the current one located on Woodville Road. This CBR is a necessary first step in determining the size, basic design, cost and engineering requirements for the SRE building. The cost of this contract will be funded by a State-Local-Federal grant recently approved by MDOT- Aeronautics.

I am seeking permission to forward this contract to the Jackson County Board of Commissioners.

I recommend approval.

MEAD HUNT

Designing the future

June 29, 2007

Mr. Kent Maurer, Airport Manager
Jackson County Airport
3606 Wildwood Avenue
Jackson, MI 49202

Subject: Jackson County Airport
Jackson, Michigan
SRE Building Concept and
Budget Report

Dear Mr. Maurer:

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

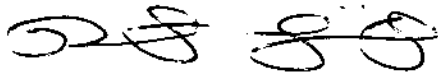
Once you have received approval from AERO, please sign all three copies, retain one copy for your files and return two executed copies to this office. A fully executed copy will be forwarded to AERO.

Also enclosed for your information is a copy of a proposed subcontract for this project with Woolpert Inc.

If you have any questions, please call me.

Sincerely,

MEAD & HUNT, INC.



Robert Leisenring, P.E.
Project Engineer

cc: Amanda Hopper, AERO

rl/jc

7/2004

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICE

THIS AGREEMENT made this _____ day of _____, in the year
of 20____,

BETWEEN THE Owner (hereinafter referred to as Sponsor),

Jackson County

3606 Wildwood Ave

Jackson, MI 49202

and the Engineer (hereinafter referred to as the Consultant).

Mead & Hunt Inc.

2605 East Airport Service Drive

Lansing, MI 48906

For the following PROJECT:

Location: Jackson County - Reynolds Airport

Jackson, Michigan

Description: SRE Building Concept and Budget Report

(See Attachment "D" - Sketch For Location Work Areas.)

M/H Project No.: 10117-00-0700-

Mead & Hunt

WHEREAS, the Sponsor proposed to have professional engineering services performed for the described project;

AND WHEREAS, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

AND WHEREAS, the Consultant is willing and able to accomplish the services provided and set forth hereinafter in the Agreement;

AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

WITNESSETH: That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

Article 1 - Description of Work to be Done:

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Multi-Modal Transportation Services Bureau, Airports Division or hereinafter referred to as AERO) to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

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

Element 1.12 - Engineering Survey

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

Element 1.13 - Detailed Construction Plans and Specifications

The Consultant shall prepare detailed construction plans and specifications for the work described above, presented on drawings (24" x 36") and other documents (8-1/2" x 11")

Mead & Hunt

to fix and describe the size and character of the entire project including grading, drainage, paving, lighting, turfing, structures, etc., all as may apply to the project. Documents shall set forth in detail requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications shall comply with the requirements established in the pre-design conference together with the common practice of design and ethical practices of professional engineers. Plans and specifications shall be certified by the Consultant for compliance with current Federal Aviation Administration and AERO requirements in effect at the time the plans and specifications are prepared.

Element 1.14 - Estimate of Probable Construction Cost

The Consultant shall prepare for the Sponsor a detailed estimate of construction costs based upon the detailed plans and specifications prepared under 1.13. This statement of probable construction cost prepared by the Consultant represents the Consultant's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither the Consultant nor the Sponsor has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the Consultant.

Element 1.15 - Engineering Report

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

Element 1.16 - Users Conference (If required)

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

Element 1.17 - Obligations of Sponsor or Sponsor's Agent to Consultant

When called for by the Consultant, one copy of all existing data applicable to this project and in the possession of the Sponsor or AERO as the Sponsor's Agent or any other agency of government shall be furnished at no cost to the Consultant. Existing data shall include but not be restricted to the following:

- 1) As-Constructed Plans

- 2) Pavement Design Data
- 3) Soil Borings, Analysis and Classification
- 4) Drainage Design Data
- 5) Topographic Notes and Maps
- 6) Approach Data and Zoning Maps
- 7) Property Maps Including Fee Ownership and Easements, including land descriptions
- 8) All Local, State, Federal Ordinances, Regulations, or Laws Affecting the Project
- 9) Aerial Photography, Prints, Mylars, Topographic Maps, etc.

The Sponsor or AERO, as the Sponsor's Agent, shall furnish, at no cost to the Consultant, standard contract documents for bidders, including, but not restricted to the following:

- 1) Notice to Contractors (including advertising charges)
- 2) Instructions to Bidders
- 3) All Federal, State or Local Wage Rates as Applicable to this Project
- 4) General Provisions of Contract
- 5) Supplemental provisions of Contract
- 6) Special Provisions of Contract (except as may be supplemented by the Consultant)
- 7) Standard Construction Specifications (except as may be supplemented by the Consultant)
- 8) Standard Supplemental Specifications (except as may be supplemented by the Consultant)
- 9) Standard Testing Requirements (except as provided by the Consultant)
- 10) Proposal
- 11) Construction Contract
- 12) Form of Performance and Lien Bond
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The Sponsor or Sponsor's Agent, at no cost to the Consultant, shall furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information and documents furnished by the Sponsor or Sponsor's Agent shall be furnished at Sponsor's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings shall be attended by the Consultant and the Sponsor at location indicated for the purpose of coordination, information and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the

Mead & Hunt

- 2) Sponsor and to be held at the project site.
- 2) Progress meetings (one each month during the progress of work) to be called by the Sponsor, to be held at the office of the Sponsor and attended by the Consultant for the purpose of appraising the Sponsor of progress and to resolve any problems, answer questions and general coordination.
- 3) Upon completion by the Consultant of final plans, specifications, cost estimates and engineering report, the Consultant shall furnish copies to the participating governmental agencies for review. After reasonable time for review by the Sponsor and participating governmental agencies, a meeting called by the Sponsor shall be held to review final plans with the Sponsor and participating governmental agencies at the project site.
- 4) Upon determination of estimated construction time schedule, a users' conference as provided under Element 1.16 is to be called by the Sponsor, to be held at a location designated by the Sponsor.
- 5) Upon advertising of the project for bids, the Consultant and the Sponsor or Sponsor's Agent shall hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders.

Element 1.19 - Number of Copies

The Consultant shall furnish to the Sponsor the following number of documents:

Project Cost Estimates (Element 1.14).....	2
Safety/Phasing Plan.....	7
Blue Line-Final Construction Plans (Element 1.13)	2
Consultant's Supplemented Specifications.....	2
Engineering Report (Element 1.15).....	3
Reproducible Construction Drawings (Element 1.13)	1

The Consultant shall be compensated for additional copies in accordance with Element 3.1.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

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

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the Sponsor shall be held between the Sponsor, the Federal Aviation Administration (FAA), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the Consultant. This pre-construction conference shall be held for the Contractor and the Consultant to receive instructions from the Sponsor and participating/regulatory governmental units, to develop construction schedules and coordination during construction.

Mead & Hunt

Element 1.22 - General Information and Coordination

The Consultant shall provide information and coordination to the Sponsor and Contractor as to the understanding of the plans and specifications. The Consultant shall not guarantee the performance of the Contractor but shall report to the Sponsor any work and materials which, in the opinion of the Consultant, do not meet the requirements of plans and specifications. The Consultant shall not be responsible for any acts of the Contractor whatsoever.

Element 1.23 - Engineering Survey and Layout As May Be Applicable

The Consultant shall take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The Consultant shall stake out the work for line and grade. Stake out shall consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s shall be available to the Contractor for his reference and checking of the Consultant's stakes. Consultant will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The Consultant shall review material testing reports submitted by the Contractor to determine if test reports meet the requirements of specifications. Submit two copies of material testing reports to the Sponsor or Sponsor's Agent. Review shop drawings to determine compliance with plans and specifications. Submit two copies of all shop drawings to the Sponsor or the Sponsor's Agent.

Element 1.25 - Field Tests and Grade Inspection As May Be Applicable

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

Element 1.26 - Cost Estimate and Change Orders

The Consultant shall prepare periodic cost estimates, change orders, stop and start orders as may be applicable during the construction period in three copies and present to the Sponsor or Sponsor's Agent for approval and processing.

Element 1.27 - Weekly Reports

The Consultant shall prepare FAA Form 5370-1, Construction Progress and Inspection

Mead & Hunt

Report, and submit two copies to the Sponsor or the Sponsor's Agent weekly during the construction period.

Element 1.28 - Final Inspection

The Consultant shall be present at final inspection, together with the Sponsor, Sponsor's Agent, participating governmental units and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The Consultant shall compute final pay quantities, prepare and submit to the Sponsor or the Sponsor's Agent for approval As-Constructed Plans and update the Airport Layout Plan showing work constructed under the project.

Element 1.30 - Equipment

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

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

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

Article 2 - Time of Beginning and Completion

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the Consultant to complete the work named in Element 1.11 through 1.19 of this agreement, ready for submission of final plans to the Sponsor for Sponsor's approval is ninety (90) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor at the monthly progress meetings as required under Element 1.18 to keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of the supplying of information to the Consultant by the Sponsor or Sponsor's Agent as provided under Element 1.17 and other reasons beyond the control of either the Sponsor or the Consultant. Changes in time for completion shall be in accordance with Element 4.4.

Mead & Hunt

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

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

Element 2.22 - Time for Completion

The Consultant shall finish all work under this Agreement within thirty (30) days after final acceptance of the construction work by the Sponsor.

Article 3 - Payment

Element 3.1 - Fee

The Sponsor agrees to pay the Consultant as full compensation for services rendered as set forth in this Agreement as follows:

Phase (1) Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18, 1.19 and 1.31 a firm fixed fee of Fifty Six Thousand Sixty Seven and 75/100 (\$56,067.75) dollars. A breakdown of the cost is included as Attachment "C."

The Sponsor shall compensate the Consultant for requested printed materials in excess of those identified in Element 1.19 in accordance with the following:

Mylar .003 Transparent (24" x 36")	\$15.00 /sheet
Blue line Plan sheets (24" x 36")	\$ 5.00 /sheet
Black Print on White Paper (8.5" x 11")	\$.10 /sheet
Black Print on White Paper (11" x 17")	\$.20 /sheet

Phase (2) Construction

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

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

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

Mead & Hunt

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

The Consultant shall submit periodic invoices for services rendered. Each invoice shall be based upon the proportion of the total service actually completed at the time of billing. The final invoice shall be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all contract requirements have been completed. The Sponsor shall make prompt payments in response to the Consultant's periodic statements. The first progress payment due and payable sixty (60) days from the date the Sponsor authorizes the Consultant to proceed with the work.

The Consultant agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

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

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

Article 4 - Miscellaneous Provisions

Element 4.1 - Miscellaneous Provisions

The Consultant shall follow insofar as applicable and reasonable and as approved by the Sponsor, current design standards set forth by the Sponsor, the Sponsor's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the Consultant has completed that portion of the work to which a particular standard may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet

Mead & Hunt

revised standards and certification requirements, the Consultant shall be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

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

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract tracings, plans, maps and specifications prepared or obtained by the Consultant as provided under the terms of this Agreement shall be printed on transparent .003 M Mylar. The mylar prints of the originals shall be delivered to and become the property of the Sponsor. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service but shall be made available, upon request, to the Sponsor without restriction or limitation on their use.

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

Element 4.3 - Changes in Work

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

Element 4.4 - Delays and Extensions

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

Mead & Hunt

Element 4.5 - Insurance and Liability

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

Element 4.6 - General Compliance With Laws

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the Sponsor. The Consultant agrees to comply with all Federal, State and Local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The Sponsor and the Consultant each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

Element 4.8 - Consultant's Endorsement

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

Element 4.9 - Disputes

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

Element 4.10 - Responsibility for Claims and Liability

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

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

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

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred

Mead & Hunt

or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

Element 4.12 - Prohibition of Discrimination in State Contracts & Appendix B

The Consultant hereby agrees to comply with the requirements of Attachment "A" and Appendix B attached hereto and made a part hereof.

Element 4.13 - Additional Provisions

Additional provisions of this Agreement are included as Attachment "B".

Element 4.14 - Non-Construction Requirements

Non-construction requirements are included as Attachment "F".

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

ACCEPTED BY THE SPONSOR

Witness: _____

Jackson County

Sponsor

3606 Wildwood Ave.

Street Address

Jackson, MI 49202

City, State & Zip Code

BY: _____

Authorized Representative of Sponsor

.....

ACCEPTED BY THE CONSULTANT

Witness: _____

James C. Clarke Jr.

Mead & Hunt Inc.

Consultant

2605 East Airport Service Drive

Street Address

Lansing, MI 48906

City, State & Zip Code

BY: _____

Ron J. Engel
Authorized Representative of Consultant

Mead & Hunt

INCLUDE THIS PAGE IN ALL CONTRACTS!!

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

SCHEDULE OF ATTACHMENTS

Attachment "A" - Prohibition of Discrimination in State Contracts
 Appendix B - Civil Rights Act of 1964....Contractual Requirements
Attachment "B" - Additional Provisions
Attachment "C" - Cost Breakdown
Attachment "D" - Sketches
Attachment "E" - Scope of Work/Services
Attachment "F" - Non-construction contract requirements
Attachment "G" - Prime Consultant Statement of DBE Subconsultant Payments

ATTACHMENT "A"

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

Mead & Hunt

pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

APPENDIX B
(Aeronautics)

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

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations, relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT "B"

Additional Provisions

NONE

New SRE Facility - Concept & Budget Report
Jackson County Airport
Jackson, Michigan

Meed & Hunt project number: (TBD)

Compensation Worksheet

May 15, 2007

Description: Conceptual Facility Layout (SEE SCOPE SUMMARY)

Direct Labor	DVH on Labor	Fee on Labor	Phase Total Labor	SUMMARY BY CLASSIFICATION	RATE:	PROJECT MANAGER	SR PROJECT ARCHITECT	CIVIL/MUN ENGINEER	STRUCTURAL ENGINEER	PLUMB/PP ENGINEER	MECHANICAL ENGINEER	ELECTRICAL ENGINEER	CAD/SURV. INSPECTOR	CLERICAL	Associated expenses										Phase Total Expense
															Miles	M&H Form	Meals	Rooms	Materials	Post/Phn	Sub/Cont	Fees	Repton		
				0. PROJECT MGMT, ADMINISTRATION & INTERNAL COORD		46.71	46.71	35.04	36.04	36.04	36.04	36.04	27.93	18.35	0.445	1300	15	90	1	1	1	1	1		
				Project file setup			1								1										
				Set up & monitor project cost accounting and invoicing			1								1										
				Internal correspondence/documentation/coordination			1								1									100	
				Task plan and updates			1								1										
				Internal design team meetings			2	1	1	1	1	1	1	1	1									100	
				Quality control			2	1	1	1	1	1	1	1	1										
				Project Closeout			2							1											
29				Sub-total Hours	0	10	2	2	2	2	2	2	3	4	0	0	0	0	0	0	0	0	0	200	
\$1,075	\$1,828	\$319	\$3,222	Sub-total	\$0	\$467	\$93	\$72	\$72	\$72	\$72	\$72	\$81	\$73	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200	
				1. ESTABLISH PROGRAM REQUIREMENTS & CRITERIA																					
				Review file data on existing facility			1	2																	
				Review file data on proposed site			1	2	2																
				Site visit #1: Meet w/Owner/observe exist. Bldg & new site			2	2																	
				Prep (2 hrs/trip)			2	2																	
				On site (15 hrs/trip)			5	5								120		1							
				Travel (4 hrs/trip)			4	4										2							
				Follow up (2 hrs/trip)			2	2																	
				Review & evaluate FAA SRE guidelines			2	2	0																
				Acquire & evaluate Code and Ordinance requirements			2	2																	
				Determine limitations at proposed site				4																	
				Investigate utility availability				4																	
				Communication/coord with Owner			2		4													25			
				Communication/coord with FAA			1															25			
				Communication/coord with local utilities				2	2	1	1	1										25			
				Communication/coord with local agencies			1	1														25			
				Communication with vendors				2														25			
				Prepare program summary			2	16	2	1	1	1	1	2										100	
				Solicit and incorporate Owner review comments			2	4						1								25			
115				Sub-total Hours	0	27	48	26	1	2	2	2	0	4	120	1	2	0	0	150	0	0	100		
\$4,794	\$8,133	\$1,421	\$14,336	Sub-total	\$0	\$1,281	\$2,242	\$937	\$36	\$72	\$72	\$72	\$0	\$82	\$53	\$1,300	\$30	\$0	\$0	\$150	\$0	\$0	\$100		
				2. DEVELOP CONCEPTUAL FACILITY LAYOUT																					
				Develop initial concept for new facility:																					
				Building layout plan			8	40						40											
				Site layout plan			4		16					16											
				Summary of building systems, materials, finishes, etc.			2	12	2	2	2	2		4											
				Site Visit #2: Review concept with Owner			2	2																	
				Prep (2hrs/trip)			2	2																	
				On site (5hrs/trip)			5	5																150	
				Travel (4hrs/trip)			4	4																	
				Follow up (2hrs/trip)			2	2																	
				Incorporate Owner review comments into final concept			0	0					0												
202				Sub-total Hours	0	35	73	16	2	2	2	2	64	8	120	1	2	0	0	0	0	0	150		
\$1,750	\$13,174	\$2,307	\$22,226	Sub-total	\$0	\$1,635	\$3,410	\$577	\$72	\$72	\$72	\$72	\$1,730	\$110	\$53	\$1,300	\$30	\$0	\$0	\$0	\$0	\$0	\$150		

SUMMARY BY CLASSIFICATION				Associated expenses													Phase Total Expenses							
Direct Labor	O/H on Labor	Fee on Labor	Phase Total Labor	RATE	PROJECT MANAGER	Sr. PROJECT ARCHITECT	CIVIL/MUN. ENGINEER	STRUCTURAL ENGINEER	PLUMB/FP ENGINEER	MECHANICAL ENGINEER	ELECTRICAL ENGINEER	CAD/SURV. INSPECTOR	CLERICAL	Miles	Mileage	Fares	Meals	Rooms	Machine	Postage	Phone	SubContract	Fees	Reprod.
					46.71	46.71	36.04	36.04	36.94	36.94	36.04	27.83	18.35	0.445	1300	15		90		1	1	1		

DIRECT LABOR COSTS:	\$0	\$4,764	\$6,868	\$1,730	\$324	\$360	\$360	\$360	\$1,818	\$710	\$38	\$240	\$2	\$4	\$0	\$0	\$200	\$0	\$0	\$950
% OF TOTAL LABOR COSTS:	0%	27%	33%	10%	2%	2%	2%	2%	11%	4%	0%	1%	0%	0%	0%	0%	10%	0%	0%	52%
Hours per classification per week (16)	0	6	8	1	1	1	1	1	4	2	2	240	2	4	0	0	200	0	0	950
Overhead on labor	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Fee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Labor Cost	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Notes:

1. Reproduction, postage and paid for Bio Distribution NOT INCLUDED

Notes:
1. Reproduction, postage and credit for Bio Distribution NOT INCLUDED

446 hours	\$17,401
Overhead on Labor	\$29,561.79
Fee	\$5,168.11
Total Labor Cost	\$52,130.90
Expenses	\$3,916.90
TOTAL EST. COSTS	\$56,047.80

Base

1.7 Over multiplier
0.11 Fee multiplier

\$3,917

Direct Labor	GM on Labor	Fee on Labor	Phase Total Labor	SUMMARY BY CLASSIFICATION										Associated expenses												Phase Total/ Expenses
				RATE:	PROJECT MANAGER	Sr. PROJECT ARCHITECT	CIVIL/MUN ENGINEER	STRUCTURAL ENGINEER	PLUMB/PP ENGINEER	MECHANICAL ENGINEER	ELECTRICAL ENGINEER	CAD/SURV. INSPECTOR	CLERICAL	Mileage	MAN. Fees	Meals	Rooms	Mail	Postage	SubCont	Fuels	Repairs				
					46.71	46.71	36.04	36.04	36.04	38.04	38.04	27.03	18.35	0.445	1300	15	90	1	1	1	1	1	1			

NO BLDG.

PS/OFA
14/32
66' E

FU. PAPI
STA. 24+35

FU. REILS
STA. 28+75

EL
ARM

OFZ

RSA

OFA

* FUTURE
MAINTENANCE
BUILDING

FU. RWY 32
STA. 28+67
ELEV. 1002'

A

d

ATTACHMENT E
SCOPE OF SERVICES
JACKSON COUNTY AIRPORT-REYNOLDS FIELD
JACKSON, MICHIGAN
SRE BUILDING CONCEPT AND BUDGET REPORT
JULY 1, 2007

Project Understanding:

Ongoing development at the Jackson County Airport includes construction of a new runway which requires the removal of the existing facility currently used to maintain and store airport snow removal equipment and other similar vehicles and equipment.

A topographic survey will be completed to determine the elevations of the proposed site for estimating purposes. It will also establish the potential drainage patterns for the project. Coordination with MDOT Bureau of Aeronautics will also be initiated during this project for the Bureau of Aeronautics to begin work on an environmental categorical exclusion for the project.

The removed facilities will be replaced by a new facility proposed to be located at a currently undeveloped site on the airport property near the intersection of Wildwood Avenue & Airport Road. It is anticipated that this will be a single story, high bay facility possibly including partial interior mezzanines. Functional spaces are anticipated to include vehicle/equipment storage, vehicle/equipment maintenance, parts storage, bulk materials storage, and related administrative and employee support spaces such as office, toilet room, locker/shower room and lunch and training areas. Related site provisions are anticipated to be limited to ground side public access and parking, airside vehicle aprons (to be connected to airfield pavements via access roads under other projects), a nominal amount of building site grading, and utility laterals to serve the new building. While the main objective will be to provide an efficient, functional, and cost-effective building, basic exterior aesthetics will need to be considered due to the more visible new location.

In addition to the SRE functions, it is possible that additional space will be provided in the new facility to house a limited amount of the Blackman Township's fire-fighting equipment under a cost-share or lease arrangement with the Airport. This is anticipated to be limited to a heated vehicle storage space, the needs of which will be pre-defined and provided by the township before beginning the conceptual layout of the new facility.

Funding for the project is anticipated to be through the BOA, with a typical local share.

The Concept and Budget Report will be used to further define the project to enable a more accurate assessment of the anticipated project design and construction costs including eligibility of funding.

Scope of Services:

1. Site Topographic Survey, Utility Investigation, Cat Ex coordination with MDOT
2. Establish program requirements and criteria for the new SRE facility
 - a. Review file data on existing building
 - b. Review file data on proposed new building site
 - c. Visit the site to observe current facilities (Site Visit #1)
 - d. Meet with Owner (Site Visit #1) to:
 - i. Determine functional needs and space requirements for the new facility
 - ii. Assess future needs and desired expansion provisions
 - iii. Establish access and adjacency requirements
 - iv. Identify special systems and equipment provisions required in new facility
 - v. Identify preferred/recommended building systems, materials and finishes
 - e. Review & evaluate standard SRE guidelines as may be required by the FAA
 - f. Acquire local codes and ordinances and identify pertinent requirements
 - g. Determine building limitations on existing site (for airfield clear zones, etc.)
 - h. Investigate availability of local utility mains for potential laterals/service upgrades
 - i. Communicate with Owner, Utilities, code agencies, etc.
 - j. Prepare a program summary and transmit to Owner for review
 - k. Incorporate Owner review comments.
3. Develop conceptual facility layout
 - a. Develop initial concept building and site layout based on program summary
 - b. Present initial layout to Owner for review & comment (Site Visit #2)
 - c. Incorporate Owner comments into final concept building plan and site plan
4. Estimate project costs based on developed concept and criteria:
 - a. Site work
 - b. Building construction
 - c. Special equipment and systems
 - d. Furnishings
 - e. Utilities
 - f. Related design, bidding and construction fees and expenses
5. Provide written report including:
 - a. Summary of study tasks
 - b. Copies of pertinent programming summaries and data
 - c. Conceptual building layout
 - d. Conceptual site layout for proposed site
 - e. Cost projections and eligibility for proposed concept

Not Included:

1. Site or property line surveys (available as additional services)
2. Locating underground utilities (by local utilities if necessary)
3. Geotechnical exploration or analysis (available as additional services)
4. Environmental assessments (available as additional services)
5. Stormwater studies (available as additional services)
6. Hazardous materials identification or testing (asbestos, lead paint, etc.)
7. Architectural renderings or elevations (available as additional services)
8. 3D visualizations/animations (available as additional services)
9. Development of multiple/alternate conceptual layouts (available as additional services)
10. Public meetings (none anticipated - available as additional services)
11. Formal agency submittals (none anticipated)
12. Detailed building code or zoning analysis (future design phase)
13. Design of building systems (future design phase)
14. Drawings or specifications except as specifically noted above (future design phase)
15. Site visits or meetings beyond those noted above (available as additional services)
16. Appraisals of existing property value (by others as necessary)
17. Funding research or assistance

Owner Responsibilities:

1. Provide access to existing facilities
2. Provide copies of available data on existing facilities & equipment and proposed site, such as:
 - a. Existing drawings and data on existing facilities
 - b. Legal descriptions of property and easements at proposed site
 - c. Previous related studies and investigations
 - d. Lists and data on equipment & vehicles to accommodate
3. Provide contact information for local utilities and agencies
4. Provide copies of local ordinances and covenants pertinent to this project
5. Provide a representative with complete authority to transmit instructions, receive information, and provide directives
6. Provide timely review, feedback and directives to maintain project schedule
7. Protect Mead & Hunt-supplied digital information, if any, from contamination, misuse or alteration
8. Coordinate with other project stakeholders (including Blackman Township FD) as necessary to obtain timely, complete input during initial programming phase (before beginning development of conceptual facility layout).

Attachment "F"
NON-CONSTRUCTION CONTRACT
CIVIL RIGHTS ACT OF 1964, TITLE VI
49 CFR PART 21
CONTRACTUAL REQUIREMENTS

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

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs

1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES
49 CFR Part 26

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor's Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor or the Sponsor's Agent. This clause applies to both DBE and non-DBE subcontractors.

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

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

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

TRADE RESTRICTION CLAUSE
49 CFR PART 30

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a

person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

TERMINATION OF CONTRACT

49 CFR Part 18.36(i)(2)

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

**BREACH OF CONTRACT TERMS
49 CFR Part 18.36**

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

July 1, 2004

Attachment G

Prime Consultant Statement of DBE Sub-Consultant Payments

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

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

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

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

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
------------------------------------	------

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



J X N

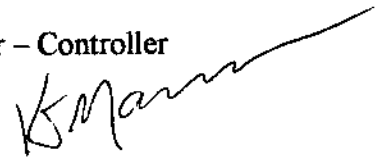
Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

August 16, 2007

TO: Randy Treacher, Administrator – Controller

FROM: Kent Maurer, Airport Manager 

RE: Mead and Hunt Contract for Final Design for Extension/Reconstruction of Runway 14-32 and Taxiway D

I am submitting a contract in the amount of \$104,230 with Mead and Hunt of Lansing, Michigan for completion of final engineering design for the extension/reconstruction of Runway 14-32 and Taxiway D. The cost of this contract will be funded by a State-Local-Federal grant recently approved by MDOT- Aeronautics.

This contract was approved by the Airport Board at their August 16, 2007 meeting. I am seeking permission to forward this contract to the Jackson County Board of Commissioners for their September meeting.

I recommend approval.



J X N

Jackson County Airport

3606 Wildwood Avenue
(517) 788-4225

Jackson, Michigan 49202
FAX (517) 788-4682

August 6, 2007

TO: Jackson County Airport Board Members; Jackson County Board of
Commissioner Members; and, Randy Treacher, Administrator – Controller

FROM: Kent Maurer, Airport Manager

RE: Mead and Hunt Contract for Final Design for Extension/Reconstruction of
Runway 14-32 and Taxiway D

I am submitting a contract (not to exceed \$110,000) with Mead and Hunt of Lansing, Michigan for completion of final engineering design for the extension/reconstruction of Runway 14-32 and Taxiway D. The cost of this contract will be funded by a State-Local-Federal grant recently approved by MDOT- Aeronautics.

I am seeking permission to forward this contract to the Jackson County Board of Commissioners.

I recommend approval.

MEAD HUNT

June 29, 2007

Designing the future

Mr. Kent Maurer, Airport Manager
Jackson County Airport
3606 Wildwood Avenue
Jackson, MI 49202

Subject: Jackson County Airport
Jackson, Michigan
Design for Extension/Reconstruction of
Runway 14/32 and Taxiway D

Dear Mr. Maurer:

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

We have met our DBE goals in the survey phase of the Runway 14/32 design part of the project. Therefore a subcontract is not included with this contract.

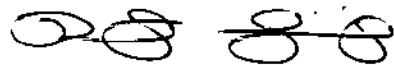
Once you have received approval from AERO, please sign all three copies, retain one copy for your files and return two executed copies to this office. A fully executed copy will be forwarded to AERO.

Also enclosed for your information is a copy of a proposed subcontract for this project with Woolpert Inc.

If you have any questions, please call me.

Sincerely,

MEAD & HUNT, INC.



Robert Leisenring, P.E.
Project Engineer

cc: Amanda Hopper, AERO

rl/jc

7/2004

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICE

THIS AGREEMENT made this _____ day of _____, in the year
of 20____,

BETWEEN THE Owner (hereinafter referred to as Sponsor),

Jackson County

3606 Wildwood Ave

Jackson, MI 49202

and the Engineer (hereinafter referred to as the Consultant).

Mead & Hunt Inc.

2605 East Airport Service Drive

Lansing, MI 48906

For the following PROJECT:

Location: Jackson County - Reynolds Airport

Jackson, Michigan

Description: Design for Extension/Reconstruction of Runway

14/32 and Taxiway D

(See Attachment "D" - Sketch For Location Work Areas.)

M/H Project No.: 10117-00-0700-

Mead & Hunt

WHEREAS, the Sponsor proposed to have professional engineering services performed for the described project;

AND WHEREAS, the Sponsor has caused a review to be made of the qualifications of the Consultant and is satisfied the Consultant is competent and qualified;

AND WHEREAS, the Consultant is willing and able to accomplish the services provided and set forth hereinafter in the Agreement;

AND WHEREAS, the Sponsor shall compensate the Consultant, in accordance with the Terms and Conditions of this Agreement.

WITNESSETH: That for and in consideration of the covenants and agreements to be performed by the respective parties hereto, it is agreed by and between the Sponsor and the Consultant as follows:

Article 1 - Description of Work to be Done:

Services to be furnished by the Consultant to the Sponsor together with obligations of the Sponsor or Sponsor's Agent (Michigan Department of Transportation, Multi-Modal Transportation Services Bureau, Airports Division or hereinafter referred to as AERO) to furnish certain information and data shall consist of the following described elements (additional explanations included in Attachment "E"):

DESIGN PHASE (1)

Element 1.11 - Pre-Design Conference

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

Element 1.12 - Engineering Survey

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

Element 1.13 - Detailed Construction Plans and Specifications

The Consultant shall prepare detailed construction plans and specifications for the work described above, presented on drawings (24" x 36") and other documents (8-1/2" x 11")

Mead & Hunt

to fix and describe the size and character of the entire project including grading, drainage, paving, lighting, turfing, structures, etc., all as may apply to the project. Documents shall set forth in detail requirements for prospective bidders to submit proposals and the successful bidder to construct the project. Plans and specifications shall comply with the requirements established in the pre-design conference together with the common practice of design and ethical practices of professional engineers. Plans and specifications shall be certified by the Consultant for compliance with current Federal Aviation Administration and AERO requirements in effect at the time the plans and specifications are prepared.

Element 1.14 - Estimate of Probable Construction Cost

The Consultant shall prepare for the Sponsor a detailed estimate of construction costs based upon the detailed plans and specifications prepared under 1.13. This statement of probable construction cost prepared by the Consultant represents the Consultant's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither the Consultant nor the Sponsor has any control over the cost of labor, materials, or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any statement of Probable Construction Cost or other cost estimates prepared by the Consultant.

Element 1.15 - Engineering Report

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

Element 1.16 - Users Conference (If required)

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

Element 1.17 - Obligations of Sponsor or Sponsor's Agent to Consultant

When called for by the Consultant, one copy of all existing data applicable to this project and in the possession of the Sponsor or AERO as the Sponsor's Agent or any other agency of government shall be furnished at no cost to the Consultant. Existing data shall include but not be restricted to the following:

- 1) As-Constructed Plans

- 2) Pavement Design Data
- 3) Soil Borings, Analysis and Classification
- 4) Drainage Design Data
- 5) Topographic Notes and Maps
- 6) Approach Data and Zoning Maps
- 7) Property Maps Including Fee Ownership and Easements, including land descriptions
- 8) All Local, State, Federal Ordinances, Regulations, or Laws Affecting the Project
- 9) Aerial Photography, Prints, Mylars, Topographic Maps, etc.

The Sponsor or AERO, as the Sponsor's Agent, shall furnish, at no cost to the Consultant, standard contract documents for bidders, including, but not restricted to the following:

- 1) Notice to Contractors (including advertising charges)
- 2) Instructions to Bidders
- 3) All Federal, State or Local Wage Rates as Applicable to this Project
- 4) General Provisions of Contract
- 5) Supplemental provisions of Contract
- 6) Special Provisions of Contract (except as may be supplemented by the Consultant)
- 7) Standard Construction Specifications (except as may be supplemented by the Consultant)
- 8) Standard Supplemental Specifications (except as may be supplemented by the Consultant)
- 9) Standard Testing Requirements (except as provided by the Consultant)
- 10) Proposal
- 11) Construction Contract
- 12) Form of Performance and Lien Bond
- 13) Reproducible copies of all standard plans to be incorporated in the contract plans and documents.

The Sponsor or Sponsor's Agent, at no cost to the Consultant, shall furnish the location for the receipt of bids, the tabulation and recording of bids, the disbursement of information before and after the bid process, and the award of construction contracts.

All such services, data, information and documents furnished by the Sponsor or Sponsor's Agent shall be furnished at Sponsor's expense.

Element 1.18 - Conferences and Meetings

The following conferences and meetings shall be attended by the Consultant and the Sponsor at location indicated for the purpose of coordination, information and understanding.

- 1) Pre-Design Conference as provided under Element 1.11 to be called by the

Mead & Hunt

- 2) Sponsor and to be held at the project site.
- 2) Progress meetings (one each month during the progress of work) to be called by the Sponsor, to be held at the office of the Sponsor and attended by the Consultant for the purpose of appraising the Sponsor of progress and to resolve any problems, answer questions and general coordination.
- 3) Upon completion by the Consultant of final plans, specifications, cost estimates and engineering report, the Consultant shall furnish copies to the participating governmental agencies for review. After reasonable time for review by the Sponsor and participating governmental agencies, a meeting called by the Sponsor shall be held to review final plans with the Sponsor and participating governmental agencies at the project site.
- 4) Upon determination of estimated construction time schedule, a users' conference as provided under Element 1.16 is to be called by the Sponsor, to be held at a location designated by the Sponsor.
- 5) Upon advertising of the project for bids, the Consultant and the Sponsor or Sponsor's Agent shall hold a pre-bid meeting or briefing with the prospective bidders at the project site to explain the project to the bidders and answer questions from prospective bidders.

Element 1.19 - Number of Copies

The Consultant shall furnish to the Sponsor the following number of documents:

Project Cost Estimates (Element 1.14).....	2
Safety/Phasing Plan.....	7
Blue Line-Final Construction Plans (Element 1.13)	2
Consultant's Supplemented Specifications.....	2
Engineering Report (Element 1.15).....	3
Reproducible Construction Drawings (Element 1.13)	1

The Consultant shall be compensated for additional copies in accordance with Element 3.1.

CONSTRUCTION PHASE (2)

Element 1.20 - Sufficient Personnel

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

Element 1.21 - Pre-Construction Conference

A pre-construction conference called by the Sponsor shall be held between the Sponsor, the Federal Aviation Administration (FAA), AERO, any other participating or regulatory governmental agencies, the Contractor(s) and the Consultant. This pre-construction conference shall be held for the Contractor and the Consultant to receive instructions from the Sponsor and participating/regulatory governmental units, to develop construction schedules and coordination during construction.

Mead & Hunt

Element 1.22 - General Information and Coordination

The Consultant shall provide information and coordination to the Sponsor and Contractor as to the understanding of the plans and specifications. The Consultant shall not guarantee the performance of the Contractor but shall report to the Sponsor any work and materials which, in the opinion of the Consultant, do not meet the requirements of plans and specifications. The Consultant shall not be responsible for any acts of the Contractor whatsoever.

Element 1.23 - Engineering Survey and Layout As May Be Applicable

The Consultant shall take original ground elevations in areas of excavation for the purpose of determining pay quantities for excavation. The Consultant shall stake out the work for line and grade. Stake out shall consist of one set of earth grade stakes spaced not more than one hundred feet apart, with cut or fill from top of stake to the earth grade marked on the stake; slope stakes around the perimeter of grade; one set of offset stakes for drainage spaced not more than twenty-five feet apart with offset distance to center of pipe and flowline of pipe marked on the stake; one set of blue top stakes driven to grade spaced not more than fifty feet apart for finish base course or pavement grade; and one offset line along the edge of pavement denoting location of each light fixture. All bench marks and alignment P.O.T.'s shall be available to the Contractor for his reference and checking of the Consultant's stakes. Consultant will not be responsible for setting stakes other than described above, for any stakes disturbed, and any stakes set by others including bench marks and P.O.T.'s.

Element 1.24 - Materials Testing and Shop Drawings

The Consultant shall review material testing reports submitted by the Contractor to determine if test reports meet the requirements of specifications. Submit two copies of material testing reports to the Sponsor or Sponsor's Agent. Review shop drawings to determine compliance with plans and specifications. Submit two copies of all shop drawings to the Sponsor or the Sponsor's Agent.

Element 1.25 - Field Tests and Grade Inspection As May Be Applicable

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

Element 1.26 - Cost Estimate and Change Orders

The Consultant shall prepare periodic cost estimates, change orders, stop and start orders as may be applicable during the construction period in three copies and present to the Sponsor or Sponsor's Agent for approval and processing.

Element 1.27 - Weekly Reports

The Consultant shall prepare FAA Form 5370-1, Construction Progress and Inspection

Mead & Hunt

Report, and submit two copies to the Sponsor or the Sponsor's Agent weekly during the construction period.

Element 1.28 - Final Inspection

The Consultant shall be present at final inspection, together with the Sponsor, Sponsor's Agent, participating governmental units and the Contractor.

Element 1.29 - Final Quantities - As-Constructed Plans

The Consultant shall compute final pay quantities, prepare and submit to the Sponsor or the Sponsor's Agent for approval As-Constructed Plans and update the Airport Layout Plan showing work constructed under the project.

Element 1.30 - Equipment

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

SUBCONSULTANT SERVICES (3)

Element 1.31 - Subconsultant Service

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

Article 2 - Time of Beginning and Completion

DESIGN PHASE (1)

Element 2.11 - Time of Beginning

Upon acceptance of this agreement by both the Sponsor and the Consultant, the Consultant shall have seven (7) days from the date of notification to proceed in which to organize and actually commence work.

Element 2.12 - Time for Completion

The estimated time for the Consultant to complete the work named in Element 1.11 through 1.19 of this agreement, ready for submission of final plans to the Sponsor for Sponsor's approval is one hundred sixty (160) calendar days from the date the Consultant actually starts work. The Consultant shall report his progress to the Sponsor at the monthly progress meetings as required under Element 1.18 to keep the Sponsor informed of progress and any adjustments to the estimated time schedule which may be necessary because of the supplying of information to the Consultant by the Sponsor or Sponsor's Agent as provided under Element 1.17 and other reasons beyond the control of either the Sponsor or the Consultant. Changes in time for completion shall be in accordance with Element 4.4.

CONSTRUCTION PHASE (2)

Element 2.21 - Time of Beginning

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

Element 2.22 - Time for Completion

The Consultant shall finish all work under this Agreement within thirty (30) days after final acceptance of the construction work by the Sponsor.

Article 3 - Payment

Element 3.1 - Fee

The Sponsor agrees to pay the Consultant as full compensation for services rendered as set forth in this Agreement as follows:

Phase (1) Design

Elements 1.11, 1.12, 1.13, 1.14, 1.15, 1.16, 1.18, 1.19 and 1.31 a firm fixed fee of One Hundred Four Thousand Two Hundred Thirty and 00/100 (\$104,230.00) dollars. A breakdown of the cost is included as Attachment "C."

The Sponsor shall compensate the Consultant for requested printed materials in excess of those identified in Element 1.19 in accordance with the following:

Mylar .003 Transparent (24" x 36")	<u>\$15.00 /sheet</u>
Blue line Plan sheets (24" x 36")	<u>\$ 5.00 /sheet</u>
Black Print on White Paper (8.5" x 11")	<u>\$.10 /sheet</u>
Black Print on White Paper (11" x 17")	<u>\$.20 /sheet</u>

Phase (2) Construction

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

The fee described above shall be considered payment in full by the Sponsor to the Consultant for all services rendered except as hereinafter provided under Article 4 - Element 4.3 - Changes in Work and Element 4.4 - Delays and Extensions.

Element 3.2 - Progress Payments

Phase (1) Design/Phase (2) Construction

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

Mead & Hunt

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

The Consultant shall submit periodic invoices for services rendered. Each invoice shall be based upon the proportion of the total service actually completed at the time of billing. The final invoice shall be a minimum of 10% of the total contract amount. Payment on this invoice will be retained by AERO until all contract requirements have been completed. The Sponsor shall make prompt payments in response to the Consultant's periodic statements. The first progress payment due and payable sixty (60) days from the date the Sponsor authorizes the Consultant to proceed with the work.

The Consultant agrees to pay each subconsultant for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the Consultant receives from the State of Michigan or Sponsor. The Consultant also is required to return retainage payments to each subconsultant within ten (10) calendar days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from the Sponsor or the Sponsor's Agent. These requirements are also applicable to all sub-tier subconsultants and will be made a part of all subconsultant agreements.

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

The Consultant further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subconsultant payments to the DEPARTMENT semi-annually in the format set forth in Attachment G, dated June 1, 2001, attached hereto and made a part hereof, or any other format acceptable to the Sponsor or the Sponsor's Agent.

Article 4 - Miscellaneous Provisions

Element 4.1 - Miscellaneous Provisions

The Consultant shall follow insofar as applicable and reasonable and as approved by the Sponsor, current design standards set forth by the Sponsor, the Sponsor's Agent and other participating governmental agencies in effect at the time the work herein provided is started. In the event design standards change after the Consultant has completed that portion of the work to which a particular standard may apply, and in the event the Consultant is required by the Sponsor to make revisions to completed work to meet

Mead & Hunt

revised standards and certification requirements, the Consultant shall be entitled to additional compensation as provided under Element 4.3 - Changes in Work.

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

Element 4.2 - Ownership of Documents

Completed original documents, such as final contract tracings, plans, maps and specifications prepared or obtained by the Consultant as provided under the terms of this Agreement shall be printed on transparent .003 M Mylar. The mylar prints of the originals shall be delivered to and become the property of the Sponsor. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Consultant as instruments of service but shall be made available, upon request, to the Sponsor without restriction or limitation on their use.

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

Element 4.3 - Changes in Work

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

Element 4.4 - Delays and Extensions

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

Element 4.5 - Insurance and Liability

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

Element 4.6 - General Compliance With Laws

Unless otherwise specified, this Agreement shall be governed by the laws of the principal address of the Sponsor. The Consultant agrees to comply with all Federal, State and Local laws applicable to the work.

Element 4.7 - Subletting, Assignment and Transfer

The Sponsor and the Consultant each binds himself, his partners, successors, assignees and legal representatives to the other party to this Agreement and to the Partners, successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Sponsor nor the Consultant shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

Element 4.8 - Consultant's Endorsement

The Consultant shall seal and sign all final plans and specifications furnished to the Sponsor.

Element 4.9 - Disputes

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

Element 4.10 - Responsibility for Claims and Liability

The Consultant shall save harmless the Sponsor, Sponsor's Agent, FAA or other governmental agencies from all claims and liability due to negligence of the Consultants or its subcontractors, except as provided in Element 4.1.

Element 4.11 - Assignment of Antitrust Rights

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

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

The Consultant shall notify the Sponsor if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract may have occurred

Mead & Hunt

or is threatened to occur. The Consultant shall also notify the Sponsor or the Sponsor's Agent if it becomes aware of any persons intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the Consultant's obligation to the Sponsor or the Sponsor's Agent under this Contract.

Element 4.12 - Prohibition of Discrimination in State Contracts & Appendix B

The Consultant hereby agrees to comply with the requirements of Attachment "A" and Appendix B attached hereto and made a part hereof.

Element 4.13 - Additional Provisions

Additional provisions of this Agreement are included as Attachment "B".

Element 4.14 - Non-Construction Requirements

Non-construction requirements are included as Attachment "F".

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

ACCEPTED BY THE SPONSOR

Witness: _____

Jackson County

Sponsor

3606 Wildwood Ave.

Street Address

Jackson, MI 49202

City, State & Zip Code

BY: _____

Authorized Representative of Sponsor

.....

ACCEPTED BY THE CONSULTANT

Witness: _____

James C. Clarke Jr.

Mead & Hunt Inc.

Consultant

2605 East Airport Service Drive

Street Address

Lansing, MI 48906

City, State & Zip Code

BY: _____

Rory Engel
Authorized Representative of Consultant

Mead & Hunt

INCLUDE THIS PAGE IN ALL CONTRACTS!!

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

SCHEDULE OF ATTACHMENTS

Attachment "A" - Prohibition of Discrimination in State Contracts
Appendix B - Civil Rights Act of 1964....Contractual Requirements
Attachment "B" - Additional Provisions
Attachment "C" - Cost Breakdown
Attachment "D" - Sketches
Attachment "E" - Scope of Work/Services
Attachment "F" - Non-construction contract requirements
Attachment "G" - Prime Consultant Statement of DBE Subconsultant Payments

ATTACHMENT "A"

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

Mead & Hunt

pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated, and/or declare the Contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

9. The Contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March 1998

APPENDIX B
(Aeronautics)

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

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

1. **Compliance with Regulations:** The contractor shall comply with the Regulations, relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT "B"

Additional Provisions

NONE

DESIGN SERVICES FEE ESTIMATE-ATTACHMENT C

SUMMARY SHEET

Airport: Jackson County-Reynolds Field

Project Description: Final Engineering for Rwy 14/32 and Twy D Rehabilitation/Extension Phase II

M & H Project No.:10117-0700_

COST BY ELEMENT	
ELEMENT 1.11 - PROJECT COORDINATION/PRE DESIGN CONFERENCE	\$5,685.53
ELEMENT 1.12 - ENGINEERING SURVEY	\$1,582.64
ELEMENT 1.13 - DESIGN	\$86,496.97
ELEMENT 1.14 - ESTIMATE OF PROBABLE CONSTRUCTION COST	\$4,367.41
ELEMENT 1.15 - ENGINEERING REPORT	\$720.83
ELEMENT 1.16 - USERS CONFERENCE-NA	\$0.00
ELEMENT 1.18 - CONFERENCES AND MEETINGS	\$5,376.62
M&H PROJECT COSTS*	\$104,230.00

*excludes sub consultants

COST BREAKDOWN	
LABOR COST	\$34,544.00
OVERHEAD COST @ 1.7	\$58,724.80
DIRECT COSTS	\$640.00
PROFIT @ 11%	\$10,321.20
SUB TOTAL	\$104,230.00
SUB CONSULTANTS	\$0.00
TOTAL COST THIS PROJECT	\$104,230.00

DESIGN SERVICES FEE ESTIMATE - ATTACHMENT C

Airport: Jackson County-Reynolds Field

Project Description: Final Engineering for Rwy 14/32 and Twy D Rehabilitation/Extension Phase II

M & H Project No.:10117-0700_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	ENG TECH TECH III	ENGINEER TECH I	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
Hourly Rate	46	38	32	28	19	19	18	38
ELEMENT 1.11 - PROJECT COORDINATION/PRE DESIGN CONFERENCE								
Utility's Coordination								
Drain Office/DEQ Coordination		2						
MDOT/SPONSOR Coordination	8	4	2					
FAA Coordination	4	16		16				
TOTAL HOURS	12	22	2	16	0	0	0	0
No. of trips at 90 miles/trip								
Meals (days)								
Nights Lodging								
Total labor and overhead this element	\$5,130.00							
Mileage this element (\$.60/mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$75/night)	\$0.00							
Airplane	\$0.00							
Phone	\$0.00							
Profit this element	\$555.53							
TOTAL COST THIS ELEMENT	\$5,685.53							

ELEMENT 1.12 - ENGINEERING SURVEY								
Topographical Survey				8	8			
Tree Survey-14 Approach								
Soil Boring Layout								
Electrical/Vault Survey								
As Built Review			4					
TOTAL HOURS	0	0	4	8	8	0	0	0
No. of trips at 90 miles/trip				1				
Meals (days)				1	1			
Nights Lodging								
Total labor and overhead this element	\$1,360.80							
Mileage this element (\$.60/mile)	\$45.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$20.00							
Lodging (\$75/night)	\$0.00							
Phone	\$0.00							
Materials	\$0.00							
Profit this element	\$156.84							
TOTAL COST THIS ELEMENT	\$1,582.64							

Airport: Jackson County-Reynolds Field
 Project Description: Final Engineering for Rwy 14/32 and Twy D Rehabilitation/Extension Phase II
 M & H Project No.:10117-0700_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	ENG TECH TECH III	ENGINEER TECH I	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.13 - DESIGN								
Title sheet, Quantity Sheet and Std Plans		2				24	2	
Safety/Phasing plan	8	40	40			40	4	16
Typical sections	2	8	16	8		40	2	
Supplemental specifications	2	16	40	24		16	4	
Pavement Design/ Topographic Layout	2	24	120			40		
Demolition Sheets	2	8	8			24		
Storm water design and layout	2	16	40					
Electrical Design and layout		8		60		80		
Approach Clearing								
Quantity Takeoffs and Checks	4	16		40	40		4	
Cross sections and earthwork summary update	2	8		80				
Marking plan			16			24		
Wetland Permit								
TOTAL HOURS	24	146	280	212	40	288	16	16
Total labor and overhead this element	\$77,425.20							
Phone	\$0.00							
Printing	\$500.00							
Profit this element	\$8,571.77							
TOTAL COST THIS ELEMENT	\$86,496.97							

ELEMENT 1.14 - ESTIMATE OF PROBABLE CONSTRUCTION COST								
Cost estimate Civil	2	8	16				2	
Cost estimate Electrical	2	4		8			2	
TOTAL HOURS	4	12	16	8	0	0	4	0
Total labor and overhead this element	\$3,909.60							
Phone	\$0.00							
Materials	\$25.00							
Profit this element	\$432.81							
TOTAL COST THIS ELEMENT	\$4,367.41							

Airport: Jackson County-Reynolds Field

Project Description: Final Engineering for Rwy 14/32 and Twy D Rehabilitation/Extension Phase II

M & H Project No.:10117-0700_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	ENG TECH TECH III	ENGINEER TECH I	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.15 - ENGINEERING REPORT								
Civil report								
Electrical report				6			3	
TOTAL HOURS	0	0	0	6	0	0	3	0
Total labor and overhead this element	\$599.40							
Phone	\$0.00							
Materials	\$50.00							
Profit this element	\$71.43							
TOTAL COST THIS ELEMENT	\$720.83							

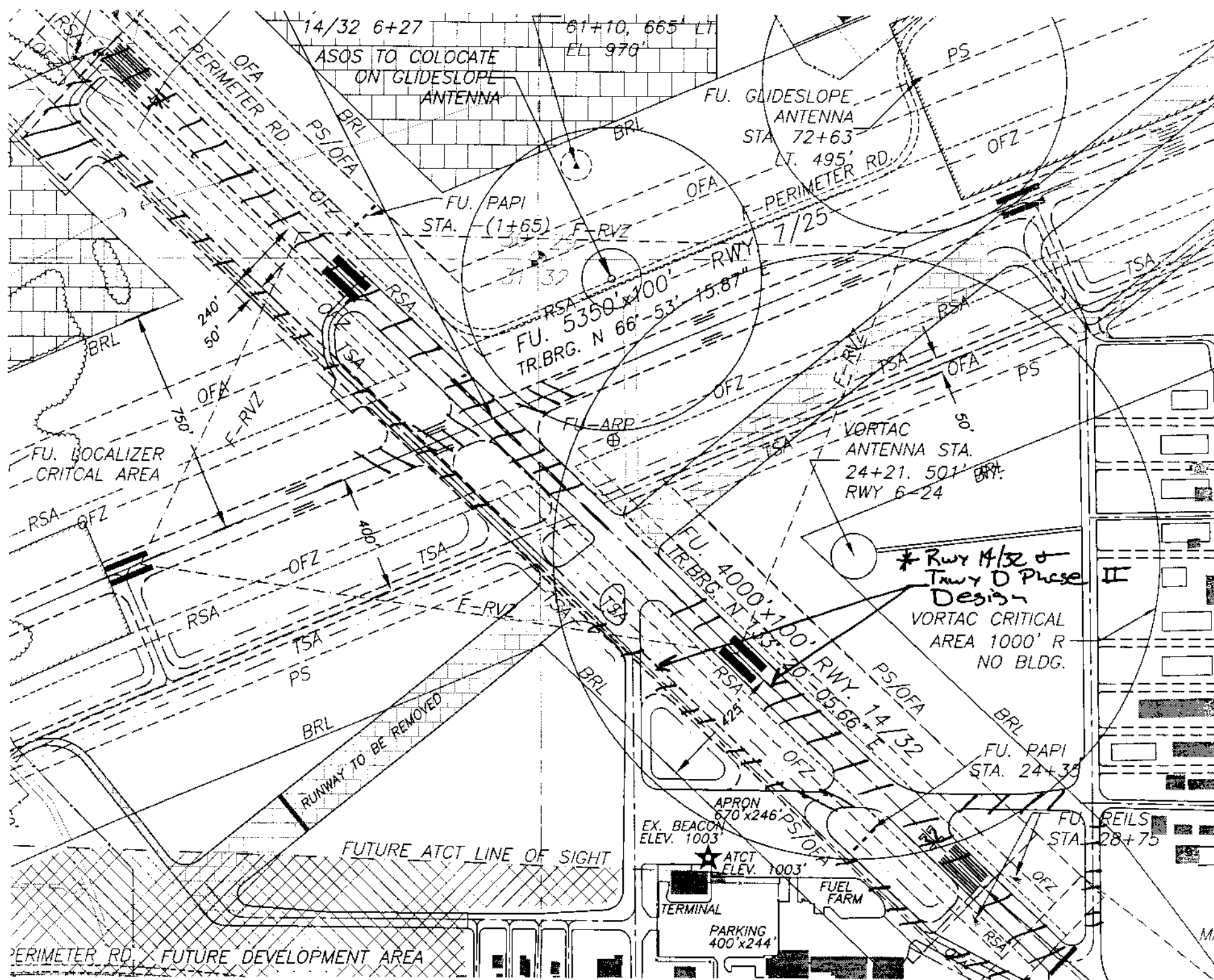
ELEMENT 1.16 - USERS CONFERENCE-NA								
TOTAL HOURS	0	0	0	0	0	0	0	0
No. of trips at 90 miles/trip								
Meals (days)								
Nights Lodging								
Total labor and overhead this element	\$0.00							
Mileage this element (\$.60/mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$75/night)	\$0.00							
Phone	\$0.00							
Materials	\$0.00							
Profit this element	\$0.00							
TOTAL COST THIS ELEMENT	\$0.00							

Airport: Jackson County-Reynolds Field

Project Description: Final Engineering for Rwy 14/32 and Twy D Rehabilitation/Extension Phase II

M & H Project No.:10117-0700_

Employee Classification	PROJECT MANAGER	PROJECT ENGINEER	CIVIL ENGINEER	ENG TECH TECH III	ENGINEER TECH I	CADD TECH	ADMIN ASSISTANT	AVIATION PLANNER
ELEMENT 1.18 - CONFERENCES AND MEETINGS								
Pre-bid meeting and Contractor Questions	2	16	8			4	2	
Pre design meeting	2	8	8			2	2	
TOTAL HOURS	4	24	16	0	0	6	4	0
No. of trips at 90 miles/trip								
Lodging (\$75/night)								
Meals (days)								
Nights Lodging								
Total labor and overhead this element	\$4,843.80							
Mileage this element (\$ 40/mile)	\$0.00							
Meals this element (\$30/Trip)	\$0.00							
Meals this element (\$10/trip)	\$0.00							
Lodging (\$75/night)	\$0.00							
Phone	\$0.00							
Airplane	\$0.00							
Profit this element	\$532.82							
TOTAL COST THIS ELEMENT	\$5,376.62							



**ATTACHMENT E
SCOPE OF SERVICES
JACKSON COUNTY AIRPORT-REYNOLDS FIELD
JACKSON, MICHIGAN
PHASE II ENGINEERING SERVICES FOR RUNWAY 14-32 AND TAXIWAY D
JULY 1, 2007**

Project Description

This project includes the final engineering for the extension/reconstruction of runway 14-32 to 4000'x100' and the extension/reconstruction of taxiway D to 4000'x50'. The final engineering will include assembling a final set of plans for construction and design of a new connector taxiway at the east end of runway 14-32. The proposed pavements are shown in the drawing in attachment D.

The final plans will include demolition, proposed pavement, drainage, and electrical layout sheets for the runway and taxiway. It will also include a site-plan showing existing contours and pavements in the project area. A safety phasing plan and pavement marking layout sheet will also be provided. The project will be coordinated with the FAA for the design of the precision approach path indicator system and the runway end light identifier systems.

The project will also consist of various meetings throughout the project. The first meeting will be a pre design meeting to discuss the final project components. There will also be a meeting during the project to discuss the phasing of the project as the final plans are assembled. A meeting will be held with the FAA to discuss the navigation-aids for the project. The final meeting will be a pre bid meeting to discuss the project with contractors.

The project will be bid through the MDOT Bureau of Aeronautics bid letting system.

Deliverables

The deliverables will include a final set of detailed plans for the runway 14/32 and taxiway D construction. The engineering report was submitted during the phase I design phase and therefore will not be a part of this agreement, any changes or additions to the project will be submitted in a amendment to the report.

Attachment "F"
NON-CONSTRUCTION CONTRACT
CIVIL RIGHTS ACT OF 1964, TITLE VI
49 CFR PART 21
CONTRACTUAL REQUIREMENTS

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

1.1 Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The contractor shall include the provisions of paragraphs

1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISES
49 CFR Part 26

Contract Assurance (§26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten days from the receipt of each payment the prime contractor receives from the Sponsor or the Sponsor's Agent. The prime contractor agrees further to return retainage payments to each subcontractor within ten days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor or the Sponsor's Agent. This clause applies to both DBE and non-DBE subcontractors.

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

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

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

TRADE RESTRICTION CLAUSE
49 CFR PART 30

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

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a

person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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

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

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

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

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

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

TERMINATION OF CONTRACT

49 CFR Part 18.36(i)(2)

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

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

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

**BREACH OF CONTRACT TERMS
49 CFR Part 18.36**

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

July 1, 2004

Attachment G

Prime Consultant Statement of DBE Sub-Consultant Payments

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

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

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

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

FOR MDOT USE ONLY

COMMENTS:

CONTRACT ADMINISTRATOR (SIGNATURE)	DATE
------------------------------------	------

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

**Michigan Department of Human Services – Office of Contracts and Rate Setting
Child Support – Friend of the Court - FOC Contract (CM-F162) - Actual Cost
Cover Sheet**

Contractor Name: Jackson County		Contract #: CSFOC-08-38001	
Total Contract Amount: \$ 2,030,575.00			
CS-138#: Non-Jurisdictional	Expires: 09-30-08	Commodity Code: FTR1002	Mail Code: 001
Contract Administrator: Crystal Perry		Phone #: 517-241-5068	
Fed. I.D. # 38-6004845		Award Status: <input type="checkbox"/> Bid <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Fair Market Rate	
Begin day and month of Contractor's fiscal year: 1st day of month January month of year			
Audit Status: <input type="checkbox"/> Vendor <input type="checkbox"/> No Federal Funds <input checked="" type="checkbox"/> Sub-recipient If checked, record CFDA numbers(s) below 93-563		Faith Based: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Count(ies): Jackson			
Org. Type: <input type="checkbox"/> Private, Non-profit <input type="checkbox"/> Private, Proprietary <input checked="" type="checkbox"/> Public <input type="checkbox"/> University			
Payment Type: <input checked="" type="checkbox"/> Actual Cost <input type="checkbox"/> Unit Rate <input type="checkbox"/> Fair Market Rate			
Contractor is a state employee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Contractor is a retired state employee: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Index Code: 93100	PCA: 81135	AOC: 6155	

The contract administrator by submission of this document assures no changes have been made to the contract General Provisions as stated in Article III of standard DHS contract format.

Contract No: CSFOC-08-38001
County: Jackson
Net Budget Amount: \$3,076,629.00
Total Contract Amount: \$2,030,575.00
Method of Payment: Actual Cost

AGREEMENT

between

Michigan Department of Human Services
(DHS) &
235 South Grand Avenue
P.O. Box 30037
Lansing, Michigan 48909

The County of Jackson County
(hereinafter referred to as "Contractor")
1697 Lansing Avenue
Jackson, MI. 49202

This Agreement, effective October 1, 2007 through September 30, 2008, is by and between the **Department of Human Services**, (referred to as "DHS"), the County of Jackson, a public organization, and the **4th Circuit Court** (together referred to as "Contractor").

I. CONTRACTOR DUTIES AND RESPONSIBILITIES

Contractor shall enforce and seek modification of support orders, over which it has jurisdiction. Contractor shall comply with all requirements of Title IV-D of the Social Security Act, and shall implement all applicable Federal regulations and requirements, statutes, court rules, and DHS policies and procedures that relate to establishing and enforcing support orders. Contractor will use the automated Michigan Child Support Enforcement System, as supported by the Friend of the Court Manual Section 4000, the Friend of the Court Letters, the Office of Child Support (OCS) IV-D Combined Manual and the Michigan IV-D Action Transmittals (referred to as "Title IV-D Standards").

A. Enforcement Services

The Contractor shall:

1. Make IV-D services available to all eligible persons.
2. Maintain records and provide collection services.
3. Enforce support obligations as defined in MCLA 552.501. Use all appropriate procedures including but not limited to:
 - a. Wage or Income Withholding

- b. State Tax Offset
 - c. Federal Tax Offset
 - d. Withholding of Unemployment Compensation Benefits
 - e. Imposing Liens
 - f. Posting Security, Bond or Guarantee for overdue support
 - g. Informing the Consumer Reporting Agency
 - h. License Suspension
 - i. Medical Support
 - j. Contempt Proceedings
 - k. Interstate Enforcement action
 - l. Financial Institution Data Match
 - m. Denying or revoking passports
- 4. Review and Modify Support Orders using the "Michigan Child Support Formula Manual".
 - 5. Initiate locating action when necessary.
 - 6. Cooperate with other states for enforcement of child support orders.
 - 7. Maintain the following administrative processes:
 - a. Fiscal Policies and Accountability
 - b. Bonding of Employees
 - c. Separation of Cash Handling and Accounting Functions
 - d. Safeguarding of Information
 - e. Records Maintenance
 - 8. Receive, account for, and process voluntary support payments.
 - 9. Allow DHS and its identified agents access to central system case records to paper case records and MICSESA case records for the purpose of annual Title IV-D Self-Assessment case readings.
 - 10. For the purpose of Administrative Lien and Levy of financial assets, Contractor shall abide by the Delegation Agreement in accordance with Central Financial Institution Data Match (FIDM) Business Rules.

B. Reports

Contractor shall prepare, complete and submit the following reports in the cycles indicated, to the units named. It is expressly understood that the timelines for reports set forth in this document are dependent on the ability of the Contractor to access MiCSES and extract this information:

1. **Form:** DHS-286 - Title IV-D Cooperative Reimbursement Expenditure Report, including appropriate time and caseload documentation, including the FPRO Report run within thirty (30) days after the month of service.
 Cycle: Due by the thirtieth (30) day after month of service
 To: Contract Manager
 Office of Child Support
2. **Form:** DHS-820 - Support Collection Refund/Reimbursement Request
 Cycle: As needed in accordance with MFOC Section 4000, Chapter 650.
 To: Department of Human Services
 Payment Document Control
3. **Form:** DHS-316 or collection report requesting correction of distributed support collections.
 Cycle: No regular cycle: process as received
 To: Department of Human Services
 Office of Child Support

C. Client Grievance System

Contractor shall have a written office grievance system which provides the opportunity to seek relief for those who believe they have not received services required by the IV-D program, or believe the services they have received are not in accordance with IV-D regulations. Information about the grievance system shall be provided to clients or DHS upon request.

D. Statewide Automated System

Contractor agrees to use the automated Michigan Child Support Enforcement System (referred to as "System") for processing intra- and inter- state data pursuant to Title IV-D Standards throughout the life of this Contract, and agrees to comply with all IV-D, OCS and DHS reporting requirements.

E. Billing Method

Contractor, as a subrecipient of Federal Financial Assistance, agrees to abide by applicable provisions of the Cost Principles for State and Local Governments issued by the Federal Office of Management and Budget Circular No. A-87. This Circular provides cost principles to be used in determining the availability of

Federal Financial Assistance for Child Support activities under Title IV-D of the Social Security Act.

1. The Actual Cost Reimbursement Method shall be used to claim reimbursement under this Contract. The Contractor certifies that this budget has been prepared in accordance with the budget Completion Instructions provided by DHS. This document details the amount and object of expenditures for which the contractor shall use funds paid under this contract. The Contractor is authorized to expend funds only for those resources indicated in the budget that are allowable, properly allocated and reasonable as defined in the budget completion instructions. Only actual costs may be billed to DHS. The Title IV-D Program Budget Summary is attached and made a part of this Contract. The Title IV-D Budget and Application details the amount and object of expenditures for which the Contractor shall use funds paid under this Contract. Contractor shall follow and adhere to the Budget.
2. Contractor must obtain prior written approval from DHS to increase or decrease line items in the budget.
 - a. The written request for DHS' approval must contain sufficient information to allow DHS to identify which budget line items are to be increased, which line items are to be decreased; the reason for the change and the programmatic impact of the budget changes. The increase or decrease of line items in the budget must stay within the originally approved budget total.
 - b. The due-date to submit a line item transfer request to DHS is ninety (90) days prior to the end date of the contract.
 - c. The person authorized to approve budget revisions is the DHS Office of Child Support. DHS shall provide an initial response to line item transfer requests within thirty (30) days of receipt.
 - d. If any staff funded in part or whole by IV-D funds do not work full-time on IV-D matters, detailed time records for such employees are required to document the amount of time spent on reimbursable activities.
3. Actual costs include the cost of fringe benefits provided for contract employees billed under this Contract. The fringe benefits billed must be proportional to the time the employees are engaged in IV-D reimbursable activities. Further, those fringe benefits shall be no greater than fringe benefits provided to similar Non-IV-D employees. Fringe benefits may include longevity, vacation, personal leave, holiday, sick leave, medical,

dental, optical, life insurance, disability insurance, retirement, social security, workers compensation, and unemployment insurance.

F. Billing Procedure

The Contractor shall submit a monthly "Title IV-D Cooperative Reimbursement Expenditure Report," (Form DHS-286) to DHS detailing program-related expenditures. The DHS-286 shall indicate actual expenditures incurred broken out by category of expense in the performance of this Contract for the period being billed. The DHS-286 shall be submitted to DHS within thirty (30) days from the end of the monthly billing period. For the month of September, DHS-286 Reports shall be submitted as reasonably directed by DHS to meet fiscal year-end closing deadlines. At its discretion, DHS may not make payment to the Contractor for billings submitted more than 90 days after the end of a billing period.

G. Reinvestment of Incentive Payments to Contractor

All claims for expenditure reimbursement shall be made in accordance with Federal regulations implementing Public Law 105-200, 45 CFR Part 305 and applicable DHS instructions. To remain eligible for State and Federal reimbursement under this Contract, all Title IV-D Federal incentives received by Contractor must be reinvested in the Title IV-D program. Reinvestment of incentives must be consistent with 45 CFR Part 305.35; non IV-D activities must have prior approval by the Director, Office of Child Support, and DHS.

H. Sub-recipient Relationship

This Contract constitutes a subrecipient relationship with DHS. The Contractor is required to comply with all Federal regulations that relate to the accounting and auditing of the Federal award used to fund this contract. This includes, but is not limited to, compliance with OMB Circular A-133.

Regulations applicable to funding sources are included in the Catalog of Federal Domestic Assistance (CFDA). The Federal Program Title, CFDA number and Federal Financial Participation (FFP) rate DHS will use for this agreement are:

Federal Program Title	CFDA#	FFP%
Title IV-D	93.563	100%

Note: The FFP percentage above refers to the percentage of federal funding represented in the reimbursement DHS makes to the Contractor.

However, DHS may change the CFDA number and will implement any changes made by the Federal Government to the CFDA number and/or FFP rate during

the course of this Contract. CFDA numbers and FFP rates for this Contract shall be posted quarterly on the DHS website. The Contractor is required to check the website to obtain up to date information regarding the CFDA numbers.

The Contractor shall consult the following website address to obtain CFDA numbers, payments, and other audit information:

http://www.michigan.gov/dhs/0,1607,7-124-5455_7199_8380---,00.html

DHS agrees to participate in audit costs related to the audit as described in other sections of this contract.

I. Reporting Requirements

The Contractor must immediately report to the DHS Office of Internal Audit accounting irregularities including noncompliance with contract provisions.

If the contractor is required per OMB Circular A-133 to have a Single Audit performed, the contractor must submit the Reporting Package and an Audit Transmittal Letter to the DHS Office of Internal Audit at the address that follows and in accordance with the time frame established in the Circular.

Reporting Package includes:

1. Financial statements and schedule of expenditures of Federal awards
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective Action Plan if applicable

J. Audit Transmittal Letter

The Contractor is responsible to identify in the Audit Transmittal Letter all organizations it operates that administer DHS sub-recipient programs and the different names the Contractor may use to contract with DHS. The Contractor is responsible for proper completion and submission of the Audit Transmittal Letter. This letter, to be accurately processed by DHS, must include the following information:

1. Contractor's name as reported in the DHS contract(s).
2. Contractor's Federal Identification Number(s) as reported in the DHS contract(s).
3. Contractor's fiscal year end.

4. Identify other name(s) and other Federal Identification Number(s) used by the contractor.

If a Single Audit is not required per OMB Circular A-133, the Contractor must still submit an Audit Transmittal Letter stating why a Single Audit was not required and the Contractor's fiscal year the letter pertains to. The Audit Transmittal Letter should include items stated in the section, "Audit Transmittal Letter," described above. The letter may be mailed to the address below or faxed to (517) 373-8771.

Mailing address for all information:

Michigan Department of Human Services
Office of Internal Audit
235 S. Grand Avenue, Suite 1112
Lansing, MI 48909
Attention: William Addison, CPA

If the Contractor is a subrecipient of DHS, but asserts it is not required to have a Single Audit performed, the Contractor shall submit an Audit Transmittal Letter to the DHS Office of Internal Audit stating the reason the Single Audit is not required. Failure by the Contractor to submit the Transmittal letter shall result in invoking the same sanctions on the Contractor as failure to submit the Single Audit Report.

K. Audit Cost

Cost of the Single Audit can only be charged to this Contract if there is a provision within this Contract that allows payment for the Single Audit cost. No audit cost may be charged to this agreement if the Contractor is not required to have a Single Audit.

No audit costs may be charged to DHS when audits required by this Contract have not been performed or have not been performed in accordance with OMB Circular A-133 requirements. Late submission (as defined in Circular A-133) of the Single Audit Report and/or Audit Transmittal Letter is considered noncompliance with this section and may be grounds to impose sanctions.

L. Sanctions

DHS may impose sanctions if the Contractor fails to adhere to any of the audit requirements in this Contract including the Audit Transmittal Letter in this Agreement. In cases of continued inability or unwillingness to comply with audit requirements on the part of the Contractor to comply with audit requirements, DHS may recoup all Federal payments made to the Contractor during the period for which a single audit was required but not performed.

M. Fiscal Requirements

The Contractor shall install and maintain an accounting system to identify and support all expenditures billed to DHS under this contract. The accounting system must record all income and expenses for the Contractor's total program of which services provided under this Agreement are a part. The accounting system, as a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Contractor shall maintain, within the accounting system, salary and fringe benefits accounts that break out positions, hospitalization, retirement, workers' compensation and other fringe benefits. The Contractor shall establish and maintain payroll records for all employees.

II. DHS DUTIES AND RESPONSIBILITIES

A. Program Administration

DHS, as a recipient of Federal Financial Assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with Federal requirements. DHS shall also distribute program regulations, forms and instructions to Contractor through the Friend of the Court Manual Section 4000, the Friend of the Court Letters, the OCS IV-D Combined Manual, the Michigan IV-D Action Transmittals, and the Mi-Support Website.

DHS will provide timely processing of all claims for expenditure reimbursement in accordance with State regulations implementing § 2, Public Act 279 of 1984.

B. Payment

1. DHS shall complete its processing of payments to Contractor within 45 calendar days after receipt of Contractor's monthly DHS-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program related expenditures. Payments shall be made in accordance with the budget attached to and made part of this Agreement. For DHS-286 Expenditure Reports submitted after the due-date, processing and payment may be delayed to the next available cycle.
2. Further, DHS reserves the right to defer or disallow payment of any claim submitted by Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to DHS as required by this Contract or as are required by applicable State statutes or Federal regulations, provided that such requests are within the capacity of the

Contractor to obtain. DHS must provide Contractor with thirty (30) days notice of such an action as well as Contractor's right to appeal that decision.

C. Program Compliance Monitoring and Evaluation

1. DHS shall monitor and evaluate Contractor performance for compliance with Title IV-D Standards, all Contractor duties and responsibilities, as identified in § I of this Contract, *Contractor Duties and Responsibilities*, and all other terms set forth in this Contract. DHS shall provide access to all Federal reporting. DHS agrees to provide the Contractor with quarterly performance data no later than thirty (30) business days after the close of each quarter.
2. DHS shall conduct an annual self-assessment review to evaluate its IV-D program to determine if Federal requirements are being met and to provide an annual report to the Secretary of the Department of Health and Human Services on the findings: and,
3. DHS' agents will comply with the Contractor's information technology acceptable use policies and guidelines for the county computer system and protect the confidentiality of the case records.

D. Administrative Lien and Levy of Financial Assets

For the purpose of Administration Lien Levy of Financial Assets, the DHS Central Enforcement Unit shall abide by the Central Financial Institution Data Match (FIDM) Business Rules developed by the State Court Administrative Office and DHS.

E. Incentive Payments to Contractor

DHS shall distribute Federal incentive payments to Contractor in accordance with Federal regulations implementing Public Law 105-200, 45 CFR Part 305 and applicable Office of Child Support, DHS procedures.

F. Maximum Amount of Agreement

1. The total maximum amount DHS agrees to pay Contractor for services performed during this fiscal period of October 1, 2007 through September 30, 2008 as defined by the terms of the Agreement is **Two Million Thirty-Thousand Five Hundred Seventy-Five AND NO/100 DOLLARS (\$2,030,575.00)**.
2. If review of Contractor's financial records indicates costs are projected to exceed the current budget, Contractor is required to submit an Amendment

request. The due-date for submission of this request is ninety (90) days prior to the end-date of the contract period. DHS shall provide an initial response to budget amendments within thirty (30) days of receipt.

Obligations incurred prior to or after the period covered by this Contract shall be excluded from the Contractor's monthly invoices.

III. GENERAL PROVISIONS

A. DHS' Source of Funds-Termination

DHS' payment of federal or state funds for purposes of this Contract is subject to and conditional upon the availability of those funds for such purposes. No commitment is made by DHS to continue or expand activities covered by this Contract. Funding for services to be provided beyond the end of the initial state fiscal year is dependent on legislative appropriation.

DHS may terminate this Agreement immediately upon written notice to the Contractor at any time prior to the completion of this Agreement if, in the sole discretion of DHS, funding becomes unavailable for this service or such funds are restricted.

B. Civil Service Rules and Regulations

The State of Michigan is obligated to comply with Article XI, Section 5, of the Michigan Constitution and applicable Civil Service rules and regulations. Other provisions to this Contract notwithstanding, the State personnel director is authorized to disapprove contractual disbursements for personal services if the State personnel director determines that the contract violates Article XI, Section 5 of the Michigan Constitution or applicable civil service rules and regulations.

C. Fees and Other Sources of Funding

The Contractor may not submit a claim for any service under this Contract if the same service has been reimbursed in whole or in part with funds under another program. If the Contractor receives fees or reimbursement of costs for a service provided under this Contract, the amount of fees or costs, whichever is greater, shall be deducted from any amounts billed under this Contract.

D. Reporting

The Contractor shall comply with all program and fiscal reporting procedures as are or may hereinafter be established by DHS. The Contractor shall also comply with all reporting procedures established by DHS in completion of progress reports at time intervals, on forms, in formats, and by means specified by DHS. In

particular, reports or billing documents denoting event dates shall record month, day and year as specified by DHS. In all electronic filings, four (4) digits shall be used to designate century. Any additional reports deemed necessary by DHS as may be required to comply with Federal and/or State law or regulation shall be made and submitted by the Contractor upon request.

E. Examination and Maintenance of Records

The Contractor shall permit DHS or any of its authorized agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor shall retain all books, records or other documents relevant to this Contract for six (6) years after final payment, at the Contractor's cost. Federal auditors and any persons duly authorized by the DHS shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six (6) year period and extends past that period, all documents shall be maintained until the audit is completed. DHS shall provide findings and recommendations of audits to the Contractor. DHS shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Contractor in any period prior to the audit. If no payments are due and owing the Contractor, the Contractor shall refund all amounts which may be due DHS within 30 days notice by DHS. The Contractor shall assure, as a condition of any sale or transfer of ownership of the Contractor agency, that the new purchasers or owner maintains the above-described books, records or other documents for any unexpired portion of the six (6) year period after final payment under this Contract or the Contractor shall otherwise maintain said records as the DHS may direct. If business operations cease, the Contractor shall maintain records as the DHS may direct. The Contractor shall notify DHS when and if the Contractor operations cease during the six (6) year period after final payments and provide for appropriate storage of records at the Contractor's expense.

The Contractor shall, as a provision of the Contract between the Contractor and the auditor, assure that the DHS may make reasonable inquiries of the auditor relating to audit workpapers and, furthermore, that the DHS may review the auditor's workpapers in support of the audit.

F. Compliance with Civil Rights, Other Laws

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to 1976 Public Act 453, Section 209. The Contractor shall also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, 1976 Public Act 453, No. 220, as amended (M.C.L. Section 37.1101 et. seq.) and

Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance. Further, the Contractor shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 327, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Contractor shall comply with all other Federal, State or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Contract.

G. Publication - Approval and Copyright

The State of Michigan shall have copyright, property and publication rights in all written or visual material or other work products funded under this Contract. The Contractor shall not publish or distribute any printed or visual material relating to the services provided under this Contract without prior written permission of the State of Michigan.

If the Contractor or an agent of the Contractor creates and/or reproduces under this Contract materials which are developed for consumption by the general public or as a general information tool and which are funded in whole or in part with State of Michigan funds, the Contractor or its agent must include one of the statements referenced below, as they apply:

- This program is funded by the State of Michigan or
- This program is funded in part by the State of Michigan

H. Confidentiality

The use or disclosure of personally identifying information concerning services, applicants or recipients obtained in connection with the performance of this Contract shall be restricted to purposes directly connected with the administration of the programs implemented by this Contract. Disclosure shall be made only when required by Federal and State laws, including HIPAA, Rules and Regulations, Court Orders and Subpoenas, or subpoenas issued by a grand jury. Such disclosures must conform to all State and Federal confidentiality provisions.

I. Fixed Assets

DHS reserves the right to obtain or transfer title to all fixed assets, real or personal, included in the approved budget of this Contract and billed in full or in part to DHS by the Contractor and not fully utilized at the conclusion of the Contract. Fixed asset costs billed to DHS shall be limited to straight-line depreciation or use charge pre-approved by DHS and shall be used only for the

performance of this Contract unless another use is authorized in writing by DHS. DHS property shall be used only for the performance of this Contract unless another use is authorized in writing by DHS, and shall promptly be returned or the DHS portion of the residual value refunded to DHS upon expiration of this Contract, in its original condition, reasonable wear and tear excepted.

At least 30 days prior to the end of this Contract (which includes) cancellation of the contract), the Contractor shall report to DHS the book value of all fixed assets and non-consumables purchased with DHS funds and request written instructions regarding the disposal of these fixed assets and consumable and/or non-consumable supplies that have been acquired with funds under this Contract. Any gain on the sale or disposition of fixed assets before completion of the contract must be immediately reported and refunded to DHS.

No disposal, sale or transfer of fixed assets obtained under this contract in whole or part, may occur without the express written consent of DHS.

J. Subcontracts

The Contractor shall not assign this Contract or subcontract this Contract to other parties without obtaining prior written approval of the DHS Office of Contract and Rate Setting. DHS, as a condition of granting such approval, shall require that such assignees or subcontractors shall be subject to all conditions and provisions of this Contract including Criminal Record and Central Registry background checks, when applicable. The Contractor shall be responsible for the performance of all assignees or subcontractors.

If subcontracting, the Contractor must obligate the Subcontractor(s) to maintain the confidentiality of DHS' client information in conformance with State and Federal requirements. At DHS' request, any employee of the Contractor and of any Subcontractor having access or continued access to the DHS' confidential information may be required to execute an acknowledgement that the employee has been advised of the Contractor's and the Subcontractor's obligations under this section and of the employee's obligation to DHS, the Contractor or Subcontractor, as the case may be, to protect such confidential information from unauthorized use or disclosure.

K. Cancellation of Agreement

DHS may cancel this Contract upon thirty days written notice if DHS determines that the Contractor, its agent, or its representative has offered or given a gratuity, kickback, money, gift, or anything of value to an officer, official or employee of the State to obtain a contract or favorable treatment under a contract. By signing this Contract, the Contractor hereby certifies that no funds have been given to any

state officer, official, or state employee for influencing or attempting to influence such officer, official, or employee of the State.

Except as indicated below, DHS may cancel the Contract without further liability to DHS or its employees by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation. The Contractor may terminate this agreement upon thirty (30) days written notice to DHS at any time prior to the completion of the Contract period.

In case of default by the Contractor, the DHS may immediately cancel the Contract without further liability to DHS or its employees, and procure the services from other sources.

The Contractor, by signing this Contract, certifies to the best of his/her knowledge that no funds or other items/services of value have been given to any State officer, official, or employee for influencing or attempting to influence such officer, official, or employee to obtain a contract or favorable treatment under this Contract.

L. Closeout

When this Contract is concluded or terminated, the Contractor shall provide the DHS, within thirty (30) days of conclusion or termination, with all financial, performance and other reports required as a condition of the Contract. The DHS shall within the limit of this Contract reimburse the Contractor for allowable costs not previously reimbursed. The Contractor shall immediately refund to DHS any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

M. Continuing Responsibilities

Termination, conclusion, or cancellation of this Contract shall not be construed as terminating the ongoing responsibilities of the Contractor or rights of the DHS contained in Section III, E, "Examination and Maintenance of Records" and Section III, L, "Closeout" of this Contract.

N. Disputes

The Contractor shall notify the DHS in writing of intent to pursue a claim against the DHS for breach of any terms of this Contract. No suit may be commenced by the Contractor for breach of this Contract prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Contractor, at the request of the DHS, must meet with the Director of the DHS or designee for the purpose of attempting resolution of the dispute.

O. Contract Inclusiveness/Amendment

This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The Contractor shall, upon request by the DHS and receipt of a proposed amendment, amend this Contract, if and when required in the opinion of the DHS, due to the revision of Federal or State laws or regulations. If the Contractor refuses to sign such amendment within fifteen (15) days after receipt, this Contract shall terminate upon such refusal. This Contract may otherwise be amended only by the written consent of all the parties hereto.

P. Monitoring Requirements

DHS reserves the right to perform on-site visits during normal business hours to monitor the Contractor's activities under this Contract at any time, either during the term, or within one (1) year after termination of the Contract. The Contractor shall cooperate with the DHS during the monitoring process by making available all records, facilities, and other resources necessary to perform the review.

If DHS detects noncompliance with this Contract, and/or questioned costs during the course of its review, these items shall be identified and conveyed to the Contractor in an exit conference. DHS shall provide Contractor with a detailed written report of these findings within thirty (30) days of the exit conference. The Contractor is required to address each item in DHS' report by providing a Corrective Action Plan (CAP) to eliminate or correct each issue of noncompliance. The Contractor shall submit the Corrective Action Plan to DHS within thirty (30) days from issuance of DHS' report.

If DHS identifies questioned costs that cannot be substantiated, DHS may, at its discretion, and after consultation with the Contractor, require the Contractor to submit a revised DHS-286, "Title IV-D Cooperative Reimbursement Actual Expenditure Report" to reflect adjustment for disallowed costs. Submission of revised billings to DHS shall be made within a time schedule established by DHS and the Contractor. If the Contractor fails to comply with monitoring requirements as set forth in this Contract, and within allotted time frames mutually established, DHS may, at its discretion, invoke sanctions on the Contractor, which may include, but are not limited to, actions to collect disallowed costs and/or cancellation of the Contracts.

Q. Certifications Regarding Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative contract over \$100,000, as defined at 28 CFR Part 69, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons influencing or attempting to influence an officer or employee of any department, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative contracts, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

R. Recoupment of Funding

If the Contractor fails to comply with monitoring requirements as set forth in this Contract, or fails to submit a revised DHS-286, “Title IV-D Cooperative Reimbursement Actual Expenditure Report” within allotted time frames established by DHS in consultation with the Contractor, DHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Contract that DHS has determined that the Contractor has been overpaid. The Contractor is liable for any cost imposed on DHS by the federal government in the Recoupment of any funding.

Upon notification by DHS that repayment is required, the Contractor shall make payment directly to DHS within thirty (30) days or DHS may withhold current or future payments made under this or any other agreements, current or future, between DHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by DHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within thirty (30) days, such failure shall constitute grounds to terminate immediately any or all of DHS’ contracts with

the Contractor. DHS shall also report noncompliance of Contractor to Michigan's Department of Management and Budget. Such a report may result in the Contractor's debarment from further Agreements with the State of Michigan.

S. Compliance with Federal and State Requirements

The Contractor shall comply with all Federal, State and local statutes, regulations and administrative rules, and any amendments thereto, as they may apply to the performance of this Contract.

The Contractor shall keep informed of Federal, State, and local laws, ordinances, rules, regulations, orders, and decrees of bodies or tribunals having any jurisdiction/authority that in any manner affects those engaged in or employed on the work done under this Contract or that in any manner affects the conduct of the work done under this Contract.

T. Freedom of Information Act

The Contractor and DHS will abide by all of the requirements of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

U. Prohibition against Using Funds to Support Religious Activities

The Contractor shall not use financial funds administered by the State or Federal government to support inherently religious activities, such as worship, religious instruction, or proselytization. If the Contractor engages in such activities, it must offer them separately, in time or location, from the programs or services funded with State or Federal assistance, and participation must be voluntary for the beneficiaries of the State or Federally funded programs or services.

The Contractor shall follow guidelines in 42 USC 604a.

V. Audit Reports that Contain a Going Concern Statement

If an audit firm conducts an audit of the Contractor and issues an audit report with a finding of a Going Concern, the Contractor must submit this audit report to the DHS Office of Internal Audit within 10 days from the date of the audit report. The submission of this audit report to DHS is required regardless of whether an audit is required under this Contract.

A Contractor receiving a Going Concern must submit a financial plan to the DHS Office of Internal Audit no later than 25 days from the date of the audit report issued by the audit firm. The financial plan must be approved by DHS. Failure of the Contractor to either timely submit the audit report with the Going Concern, or

timely submit a financial plan, or DHS' rejection of the Contractor's financial plan, are grounds for immediately terminating the contract.

Mailing address for all audit information:

Michigan Department of Human Services
Office of Internal Audit
235 S. Grand Ave., Suite 1112
Lansing, MI 48909
Attention: William Addison, CPA

W. Repayment of Debts and Other Amounts Due DHS

By entering into this Contract, the Contractor agrees to honor all prior repayment agreements established by DHS with the Contractor or Contractor's predecessors. If the Contractor has an outstanding debt due to DHS but does not have a repayment agreement, the Contractor agrees to make monthly payments to DHS at an amount not less than 5% of any outstanding balance and to begin on the date this Agreement is executed.

If the Contractor fails to honor prior repayment agreements, or the Contractor fails to begin repayment on an obligation due DHS that is not subject to a repayment agreement, DHS will initiate the administrative process to reduce repayments to the Contractor under this Contract to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

IN WITNESS WHEREOF, the DHS and the Contractor have caused this Agreement to be executed by their respective officers duly authorized to do so.

The Undersigned has the lawful authority to bind the Contractor to the terms set forth in this Agreement.

Dated at _____, Michigan 4th Circuit Court
(Enter Court Identification)

This _____ day of _____, 2007 By: _____
Chief Circuit Judge

Witness: _____
(Print Name)

Dated at _____, Michigan The County of Jackson
(Contractor)

This _____ day of _____, 2007 By: _____
Chairperson, County Board of Commissioners

Witness: _____
(Print Name)

Dated at _____, Michigan Department of Human Services

this _____ day of _____, 2007 By: _____
Director or Designee

Witness: _____

Contract #: CSFOC-08-38001

BUDGET SUMMARY PAGE

A. CONTRACT DESCRIPTION

COUNTY Jackson CONTRACT NO.:CS/ FOC 08-38001
 PROVIDER FOC X PA AG COM
 FISCAL YEAR 2008

COLUMN I	COLUMN II	COLUMN III
	PROPOSED IV-D BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
B. ALLOCATION FACTORS		
1. Total FTE Positions (FOC, PA, COMB)	44.03	46.50
a. Enforcement (FOC &/OR COMB)	44.03	44.60
b. Establishment (PA &/OR COMB)		
2. % of Total FTE's (IV-D Allocation Factor)	94.69%	
a. Enforcement (FOC &/OR COMB)	94.69%	
b. Establishment (PA &/OR COMB)		
3. Caseload % (FOC & COMB)	98.73%	
	PROPOSED IV-D BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
C. BUDGET CATEGORIES		
1. Personnel	\$ 2,650,442	\$ 2,837,844
2. Data Processing	\$ 52,435	\$ 55,375
3. Other Direct	\$ 122,929	\$ 129,822
4. Central Services	\$ 603,788	\$ 637,647
5. Paternity Testing (PA/COMB Only)	\$ -	\$ -
6. TOTAL BUDGET	\$ 3,429,594	\$ 3,660,688
7. Service Fees (FOC & COMB Only)	\$ -	\$ -
8. Judgment Fees (FOC & COMB)	\$ 8,429	\$ 8,537
9. Other Income	\$ 70,055	\$ 71,421
10. BUDGET	\$ 3,351,110	\$ 3,580,730
11. Estimated Incentive	\$ 274,481	
12. NET BUDGET (Line 10 minus Line 11)	\$ 3,076,629	
13. State Share @ 66% of Line 12	\$ 2,030,575	
14. County Share @ 34% of Line 12	\$ 1,046,054	
15. FUNDING SUMMARY (Sum of Lines 11, 13 & 14)	\$ 3,351,110	
16. TOTAL CONTRACT AMOUNT (Same as Line 13)	\$ 2,030,575	

NOTE: This page must be submitted via e-mail to your contract manager.

Please be sure that the figures on this budget sheet match Attachment C, Page 11.

Memorandum

To: County Agencies Committee

From: Administrator/Controller

Date: 9/5/2007

Re: Fund 215 Friend of Court 2008 Budget Department Request vs.
Administrator/Controller Recommendation

The 2008 FOC budget was reviewed and discussed with FOC administration. We propose the General Fund appropriation be reduced by \$161,765. The offset for this reduction can be made from FOC Fund Balance. The FOC will be receiving 6 quarters of "Incentive" payments for its fiscal year ending September 30, 2007. The additional 2 quarters of income will be recorded as revenue resulting in a projected surplus of approximately \$130,000. The additional quarters of "Incentive" payments are the result of the State's Deficit Reduction Act of 2005, which in effect accelerated the "Incentive" payments so that they are now paid on a current basis. Additionally, effective October 1, 2007, these payments will now be included as a reduction of costs eligible for State reimbursement.

The Administrator/Controller recommends a General Fund appropriation of \$161,000 for 2008 compared to \$140,287 for 2007.

**JACKSON COUNTY
FRIEND OF COURT
FUND 215
PROPOSED BUDGET
FOR YEAR ENDED SEPTEMBER 30, 2008**

		Revenue	Expense
215141	Non IV-D and IV-D Judgment Fees	\$ 62,856	\$ -
215143	FOC duties	2,847,097	2,909,953
		<u><u>\$ 2,909,953</u></u>	<u><u>\$ 2,909,953</u></u>

COHL, STOKER, TOSKEY & McGLINCHEY, P.C.
ATTORNEYS AND COUNSELORS
601 NORTH CAPITOL
LANSING, MICHIGAN 48933

PETER A. COHL
DAVID G. STOKER
ROBERT D. TOWNSEND
BONNIE G. TOSKEY
JOHN R. McGLINCHEY
RICHARD D McNULTY
TIMOTHY M. PERRONE

(517) 372-9000
FAX (517) 372-1026

August 20, 2007

Robert R. Block, Administrator
Livingston County
304 E. Grand River, Suite 202
Howell, Michigan 48843

Re: Medical Director Services Agreement with Jackson County

Dear Mr. Block:

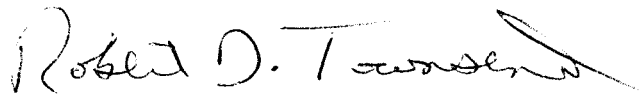
Attached is a Medical Director Services Agreement to be entered into between Livingston and Jackson Counties. Under the Agreement Livingston agrees that the Health Department's Dr. Donald Lawrenchuk shall provide Jackson County Health Department with Medical Director Services it requires. The term of the Agreement covers the period of August 1, 2007 until terminated by either party on sixty (60) days prior written notice. The total sum to be paid by Jackson to Livingston for the Medical Director Services is an annual amount of \$60,000.00 payable \$5,000.00 per month in addition to mileage reimbursement to be paid directly to Dr. Lawrenchuk. The County Board of Commissioners authorized the attached Agreement in Resolution No. 2007-08-205.

If the attached Agreement is satisfactory, you may after printing off two copies proceed to obtain the signatures necessary for the execution of both Agreement copies. While obtaining the necessary signatures, ensure that the parties signing have their signatures witnessed and dated in the spaces provided therefore on the signature pages. When the Agreement copies have been fully signed, please forward a copy of the same to our office for our files.

If you have any questions with regards to the enclosed, do not hesitate to contact me.

Very truly yours,

COHL, STOKER, TOSKEY & McGLINCHEY, P.C.



Robert D. Townsend

RDT/hsk
Enclosures

pc: Randy Treacher, Acting Administrator, Jackson County
Ted Westmeier, Director/Public Health, Livingston County Department of Public Health

MEDICAL DIRECTOR SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the **COUNTY OF JACKSON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Jackson") and the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Livingston").

WITNESSETH:

WHEREAS, Jackson requires medical director services for the Jackson County Health Department (hereinafter referred to as the "JCHD"); and

WHEREAS, Jackson has requested Livingston to provide the services of the Livingston County Department of Public Health (hereinafter referred to as "LCDPH") Medical Director to provide JCHD with the medical director services it requires; and

WHEREAS, pursuant to Sections 2419 and 2435(c) of the Michigan Public Health Code [MCL 333.2419 and MCLA 333.2435(c)], Jackson and Livingston agree that, subject to the approval of the Michigan Department of Community Health (hereinafter referred to as the "MDCH"), the LCDPH shall provide the JCHD with the above-stated services.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

I. SERVICES TO BE PERFORMED BY LCDPH'S MEDICAL DIRECTOR. The LCDPH's Medical Director shall provide the JCHD with the medical director services it requires. When acting in the capacity of Medical Director for JCHD the LCDPH's Medical Director shall perform the following functions/duties:

- A. Act as the Medical Director of the JCHD.
- B. Take such actions and make determinations necessary or appropriate for a Medical Director to carry out JCHD's required or delegated functions under the Michigan Public Health Code (Act 368 of 1978) and to protect public health and prevent diseases.

II. COMPENSATION. Jackson shall reimburse Livingston for a portion of the personnel costs for the LCDPH's Medical Director. Jackson shall pay Livingston its share of such personnel costs in monthly payments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

In addition to the personnel costs Jackson shall reimburse the LCDPH's Medical Director for miles he travels to and from JCHD facilities as well as miles he travels within Jackson in the performance of his duties under this Agreement. The mileage reimbursement rate shall be the same as Jackson pays Jackson officers and employees for miles they travel on behalf of the County.

III. RESPONSIBILITY FOR MATERIALS, SUPPLIES AND FACILITIES AND SUPPORTING PERSONNEL. Jackson shall provide all necessary materials, supplies, facilities and supporting personnel for the performance of the services required under this Agreement.

IV. PATIENT RECORDS AND COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996. JCHD shall have sole and exclusive right to the retention of all records pertaining to its patients and services rendered pursuant to this Agreement. The LCDPH's Medical Director shall have the right to access to any JCHD records including patient records required for the performance of services to be provided pursuant to this Agreement. In receiving such access, the LCDPH's Medical Director shall comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, and its rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access shall be limited to the minimum necessary to provide the applicable services. Breach of this section shall be a material breach of this Agreement.

V. NONDISCRIMINATION. Jackson and Livingston, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs.

Jackson and Livingston shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1976 PA 453 amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 355 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA §12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of this Agreement.

VI. STATUS OF EMPLOYEES. It is expressly understood and agreed that the employees, servants and agents of either of the parties to this Agreement shall not be deemed to be and shall not hold themselves out as the employees, servants or agents of the other party. Each of the parties to this Agreement shall be responsible for withholding and payment of all income and social security taxes to the proper Federal, State and local

governments for their employees. The employees of each of the parties shall not be entitled to any fringe benefits otherwise provided by the other party to its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave and longevity. Each of the parties shall carry workers' compensation insurance and unemployment compensation coverage for its employees, as required by law.

VII. INSURANCE. During the term of this Agreement Livingston shall maintain liability insurance covering the LCDPH's Medical Director and Livingston when he is acting in his capacity as LCDPH's Medical Director and Jackson shall maintain liability insurance covering the LCDPH's Medical Director when he is acting in his capacity as JCHD's Medical Director. Jackson shall add Livingston as an Additional Insured on Jackson's liability insurance to the extent Livingston incurs liability arising out of LCDPH's Medical Director acting in the capacity of JCHD's Medical Director.

VIII. TRAVEL. When traveling to and from Jackson from and to Livingston in performance of his responsibilities under this Agreement LCDPH's Medical Director shall be deemed to be acting in the course of his Livingston employment. In the event death, bodily injury, personal injury or property damage arises from such travel to the extent not covered by the vehicle's liability insurance coverage Livingston and Jackson shall share equally in damages, lawsuits, costs and expenses arising therefrom. Nothing herein shall be deemed to be a waiver of governmental immunity provided to Livingston, Jackson and LCDPH's Medical Director by statute or court decisions.

IX. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other rights, power or privilege.

X. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

XI. AGREEMENT DURATION. This Agreement shall become effective on the 1st day of August, 2007, and shall continue until terminated by either party on sixty (60) days prior written notice to the other party.

XII. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XIII. COMPLETE AGREEMENT. This Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or

otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind either of the parties hereto.

XIV. INVALID PROVISIONS. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

XV. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF JACKSON

Date

By: _____
James E. Shotwell, Jr., Chairman
County Board of Commissioners

COUNTY OF LIVINGSTON

Date

By: _____
William C. Rogers, Chairman
County Board of Commissioners

APPROVED AS TO FORM
FOR COUNTY OF LIVINGSTON
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

By: Robert D. Townsend
Robert D. Townsend

Agreement Between
Michigan Department of Community Health
hereinafter referred to as the "Department"
and
Jackson County Board of Commissioners
hereinafter referred to as the "Local Governing Entity"
on Behalf of
Jackson County Health Department
1715 Lansing Avenue, Suite 221
Jackson, Michigan 49202
38-6004845
hereinafter referred to as the "Contractor"
for
The Delivery of Public Health Services under
the Comprehensive Planning, Budgeting and Contract (CPBC) Agreement
Part I

1. **Purpose:**

This agreement is entered into for the purpose of setting forth a joint and cooperative Contractor/Department relationship and basis for facilitating the delivery of public health services to the citizens of Michigan under their jurisdiction, as described in the attached Annual Budget, established Minimum Program Requirements, and all other applicable Federal, State and Local laws and regulations pertaining to the Contractor and the Department.

Public health services to be delivered under this agreement include Local Public Health Operations (LPHO) and Categorical Programs as specified in the attachments to this agreement.

2. **Period of Agreement:** This Agreement shall commence on October 1, 2007 and continue through September 30, 2008. This agreement is full force and effect for the period specified. The Department has the option to assume no responsibility for costs incurred by the Contractor prior to the signing of this agreement.

3. Program Budget and Agreement Amount

A. Agreement Amount:

In accordance with Attachment IV - Funding/Reimbursement Matrix, the total State budget and amount committed for this period for the program elements covered by this agreement is \$1,426,516.

B. Equipment Purchases and Title:

Any equipment purchases supported in whole or in part by the Department with categorical funding must be specified in an attachment to the Program Budget Summary. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Title to equipment having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Budget Transfers and Adjustments:

1. Transfers between categories within any program element budget supported in whole or in part by state/federal categorical sources of funding shall be limited to increases in an expenditure budget category by \$10,000 or fifteen percent (15%) whichever is greater. This transfer authority does not authorize establishment of new budget categories, purchase of additional equipment items or new subcontracts with state/federal categorical funds without prior written approval of the Department.
2. Any transfers or adjustments involving State/Federal categorical funds, other than those covered by C.1, including any related adjustment to the total state amount of the budget, must be made in writing through a formal amendment executed by all parties to this agreement in accordance with Section VIII. A. of Part II.
3. The C.1 and C.2 provisions authorizing transfers or changes in local funds apply also to the Family Planning program, provided statewide local maintenance of effort is not diminished in total.

Any statewide diminishing of total local effort for family planning and/or any related funding penalty experienced by the Department shall be recovered proportionately from each local Contractor that, during the course of the agreement period, chose to reduce or transfer local funds from the Family Planning program.

4. **Agreement Attachments:**

A. The following documents are attachments to this Agreement Part I and Part II - General Provisions, which are part of this agreement through reference:

1. Attachment I - Annual Budget
2. Attachment III - Program Specific Assurances and Requirements
3. Attachment IV - Funding/Reimbursement Matrix

B. The attachments are added into this Agreement as follows:

1. Original Agreement (Part I and Part II) - Attachment III, IV
2. First Amendment - Attachment I and IV (Revised)

5. **Statement of Work:** The Contractor agrees to undertake, perform and complete the services described in Attachment III - Program Specific Assurances and Requirements and the other applicable attachments to this agreement which are part of this agreement through reference.

6. **Method of Payments and Financial Reports:** The payment procedures shall be followed as described in Part II and Attachment I - Annual Budget and Attachment IV - Funding/Reimbursement Matrix, which are part of this agreement through reference.

7. **Performance/Progress Report Requirements:** The progress reporting methods, as applicable, shall be followed as described in IV - Funding/Reimbursement Matrix, which are part of this agreement through reference.

8. **General Provisions:** The Contractor agrees to comply with the General Provisions outlined in Part II, which are part of this agreement through reference.

9. **Administration of Agreement:**

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Consultant) is:

Lucie Taylor, CPBC Consultant, 517-241-4834, TaylorLuc@michigan.gov

(Contract Consultant Name)	Title	Phone	E-mail Address
----------------------------	-------	-------	----------------

10. Special Conditions:

- A. This agreement is valid upon approval by the State Administrative Board as appropriate and approval and execution by the Department.
- B. The Department and Contractor, under the terms of this agreement shall, subject to availability of funding and other applicable conditions, provide resources and continuous services throughout the period of this agreement as shown in Attachment I - Annual Budget.

11. Special Certification:

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official or Contractor.

12. Signature Section:

For the JACKSON COUNTY HEALTH DEPARTMENT

Name and Title

Signature

Date

For the MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

Nick Lyon, Deputy Director
Operations Administration

Date

MDCH Funding Allocations/Reimbursement Mechanisms Matrix

Program Element/Funding Source (a)	MDCH Source	Funding Amount	Reimbursement Method (b)	Performance Target Output Measurement	Total (c) Perform. Expect.	State (d) Funded Target Perform.	State Funded Minimum Performance Number (e)	Percent	Vendor / Sub recipient (f)
Program for Local MCH to be determined based on plan approval	Local MCH (3)	\$90,557	After Program approval, applicable Local MCH funding will be incorporated under the program elements selected in the plan, along with approved output performance measures, via amendment						
AIDS/HIV Prevention Categorical	Reg. Alloc.	\$18,318	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Bioterrorism Emergency Preparedness									
Pandemic Flu Supplemental ends 7/31/08	Reg. Alloc.	\$70,092	Staffing (6), (17)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Bioterrorism thru 7/31/08	Reg. Alloc.	\$147,484	Staffing (6), (17)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Bioterrorism 8/1/08 - 9/30/08	Reg. Alloc.	TBD	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Subrecipient
CSHCS Case Mgt/Care Coordination	Calc. Amt.	Various	Fixed Unit Rate (1),(7)	N/A	N/A	N/A	N/A	N/A	Vendor
CSHCS Outreach & Advocacy	Reg. Alloc.	\$52,500	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Vendor
Immunizations									
Assessment Feedback Incentive Exchange (AFIX) Comprehensive Provider Site Visit Immunization Action Plan	Calc. Amt.	\$50/each	Fixed Unit Rate (2),(7)	N/A	N/A	N/A	N/A	N/A	Vendor
	Reg. Alloc.	\$71,121	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Subrecipient
	Local MCH	\$0	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Immunization Centralized Vaccine	Reg. Alloc.	\$6,584	Staffing (6),(12)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Nurse Education	Calc. Amt.	\$150/each	Fixed Unit Rate (2),(7)	N/A	N/A	N/A	N/A	N/A	Vendor
Vaccine Replacement/Handling	Reg. Alloc.	\$17,879	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Vendor
VFC (only) Provider Site Visits	Calc. Amt.	\$150/each	Fixed Unit Rate (2),(7)	N/A	N/A	N/A	N/A	N/A	Vendor
VFC/AFIX Provider Site Visits	Calc. Amt.	\$200/each	Fixed Unit Rate (2),(7)	N/A	N/A	N/A	N/A	N/A	Vendor
FIMR - Fetal Infant Mortality Reduction	Local MCH	\$0	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Informed Consent	Calc. Amt.	\$50/each	Fixed Unit Rate (2),(7)	N/A	N/A	N/A	N/A	N/A	Vendor
Local Tobacco Reduction	Reg. Alloc.	\$15,000	Staffing (6)	N/A	N/A	N/A	N/A	N/A	Subrecipient
Local Public Health Operations									
MDCH	Reg. Alloc.	\$218,940	LPHO (3),(4)	N/A	N/A	N/A	N/A	N/A	N/A
MDA	Reg. Alloc.	\$123,392	Performance	% of Food Service Licensees receiving required inspections	N/A	75%	N/A	N/A	N/A
Sexually Transmitted Disease (STD) Control	Reg. Alloc.	\$22,028	Performance	# Persons Examined or investigated	N/A		90%	0	Vendor
SIDS	Calc. Amt.	\$85 each	Fixed Unit Rate(2),(11)	N/A	N/A	N/A	N/A	N/A	N/A
WIC									
Resident Services	Reg. Alloc.	\$572,621	Performance (8)	#Average Monthly Participation	N/A		97%	0	Subrecipient

TOTAL MDCH FUNDING

\$1,426,516

*SPECIFIC OUTPUT PERFORMANCE MEASURES WILL BE INCORPORATED VIA AMENDMENT

To: Board of Commissioners
Health and Human Services Committee
County Administration

From: Ted Westmeier, RS, MPH
Director/Health Officer

Re: 2007/2008 Budget Request

Date: August 24, 2007

The Jackson County Health Department is requesting that the county allocation remain the same as last year, \$756K. We are requesting that we be authorized to utilize \$73K from fund balance for capital outlay. This is approximately ½ of the fund balance used in last year's budget. Our total budget request is \$3,804K which is \$450K less than last year's budget. This is mainly due to a reduction in demand service requests in Environmental Health, onsite water supply and sewage disposal, and the elimination of the Federal and State Grant funding for the Abstinence Program. We are also decreasing staff in the Maternal Infant Health Program to balance staffing with demand for services.

The reduction in our budget request is being accomplished through the following personnel reductions and /or changes:

- Health Officer (Contract with Livingston County)
- Health Educator (resignation)
- Billing Clerk (resignation)
- Two full-time Sanitarians (resignation/retirement)
- Two full-time Nurses (retirements)
- One part-time Clerical (resignation)
- Elimination of one clerical position on July 1, 2008 (retirement)

We have also reassigned staff to those programs that are demanding more services and utilizing casual staffing as necessary. Fortunately, due to the retirements and resignations we will not have to further reduce our staffing levels in order to meet budget projections. I doubt that we can meet the public health needs of the community with further reductions.

Thank you for your consideration and support for our budget request. Should you have any additional questions or concerns do not hesitate to contact me.

Memorandum

To: Human Services Committee

From: Administrator/Controller

Date: 9/5/2007

Re: Fund 221 Health Department 2008 Budget Department Request vs.
Administrator/Controller Recommendation

The 2008 Health Department budget was reviewed and discussed with Health Department administration. We propose that General Fund appropriation be reduced by \$100,000. The offset for this reduction can be made from Health Department Fund Balance. A lump sum receipt for Medicaid reimbursement was received in 2007. This settlement was the result of an ongoing audit at the State level which had held up county reimbursement going back several years. This receipt was transferred to fund balance in 2007.

The Administrator/Controller recommends a General Fund appropriation of \$647,155.

**JACKSON COUNTY
HEALTH DEPARTMENT
FUND 221
PROPOSED BUDGET
FOR YEAR ENDED SEPTEMBER 30, 2008**

		Revenue	Expense
221100	Administration	\$ 819,898	\$ 494,875
221160	Health Education	94,322	235,700
221175	Emergency Preparedness	259,537	190,256
221200	Environmental Health	743,278	703,734
221300	Community Health Nursing	54,735	219,727
221301	MSS/ISS Program	277,000	335,145
221310	Immunizations	304,616	307,647
221312	Early On	170,958	169,957
221313	Sexually Trans Diseases	82,963	121,680
221320	Infant Mortality & Prevention	67,910	66,721
221341	CSHCS Outreach & Advocacy	72,687	78,918
221417	Hearing & Vision	54,735	79,605
221451	Medicaid Outreach & Advocacy	18,299	25,461
221460	WIC	594,540	564,694
221616	AIDs Counseling & Testing	18,518	17,706
221630	Tobacco Reduction Coalition	15,000	15,303
221634	Immunization Action Plan	67,380	83,474
221635	Car Seat Rental Program	61,366	67,139
221655	Teen Pregnancy Reduction	26,127	26,127
		<u><u>\$ 3,803,869</u></u>	<u><u>\$ 3,803,869</u></u>

RESOLUTION
(09-07.34)
County of Jackson, Michigan

At a regular meeting of the County Commission of the County of Jackson, Michigan, held at 7:00 p.m., Eastern Daylight Savings Time, on September 18, 2007.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by _____ and supported by _____;

WHEREAS, the County of Jackson Hospital Finance Authority (the "Authority") proposes to make loans to W. A. Foote Memorial Hospital on (the "Hospital") to be used by the Hospital, together with other available funds of the Hospital, to finance the acquisition, renovation, construction and equipping of hospital facilities at the site of the existing hospital facility, to pay capitalized interest, to refinance existing indebtedness of the Hospital and to pay the costs related thereto; and

WHEREAS, the Authority intends to issue bonds, in one or more series, on behalf of the Hospital (collectively, the "Bonds") in the aggregate principal amount of not to exceed \$100,000,000 to provide funds with which to make the loans to the Hospital; and

WHEREAS, the Bonds will be limited obligations of the Authority and will not constitute general obligations or debt of the County of Jackson, the State of Michigan or any political subdivision thereof; and

WHEREAS, the County Commission has held a public hearing after a notice was published as provided in, and in satisfaction of the applicable public hearing requirements of, the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the Authority has requested that this County Commission approve the issuance of the Bonds; and

WHEREAS, this County Commission desires to express its approval of the issuance of the Bonds by the Authority.

IT IS HEREBY RESOLVED BY THE COUNTY COMMISSION OF THE COUNTY OF JACKSON, AS FOLLOWS:

1. Solely for the purpose of fulfilling the public approval requirements of the Code, the County Commission of the County of Jackson, Michigan, hereby approves the issuance, sale and delivery, in one or more series, of not to exceed \$100,000,000 in aggregate principal amount of the Bonds.

2. The City Clerk is hereby directed to provide three (3) certified copies of this resolution to the Secretary of the Authority.

YEAS _____

NAYS _____

ABSTENTIONS _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF JACKSON)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the County Commission of the County of Jackson, Michigan, held on the 18th day of September, 2007, and that the minutes of the meeting are on file in the office of the County Clerk and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

County Clerk

Memorandum

To: Randy

From: Gerard

Date: 9/5/2007

Re: Deficit Elimination Plan Funds 575 & 677

The above funds ended the 2006 fiscal year with a fund deficit. Attached is a copy of the “deficit elimination plan notification” letter from the State, which is generated upon them receiving County’s annual audit. The significance of this letter is twofold: A) we could have State Revenue Sharing withheld and B) future County Bond issues are put on hold until a deficit elimination plan is approved by the BOC.

Therefore, I would suggest the following:

Fund 575 Soil Erosion and Sedimentation- Transfer \$32,754 from General Fund to Soil Erosion Fund to satisfy 2006 year end fund deficit. This transfer would come from contingency.

The following budget adjustments would be necessary:

DR 101982-965575	\$32,754 Transfer Out
CR 101890-980000	32,754 Contingency
DR 575000-001000	32,754 Cash
CR 575100-695101	32,754 Transfer In

Even though Soil Erosion rates were raised in 2007, the increase in rates does not appear to offset the deficit.

Fund 677 Worker Compensation Self Insurance – increase department chargeback worker compensation rates from ½% to ¾% effective January 1, 2007. Attached is a projected financial statement for 2007. Increasing the chargeback rate should eliminate the deficit by 2007 year end. It should be noted that 2008 budget were prepared using ¾%.



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

ROBERT J. KLEINE
STATE TREASURER

ALL CORRESPONDENCE SHOULD REFER TO STATE ID NUMBER

**DEFICIT ELIMINATION
PLAN NOTIFICATION
State ID Number
38-0000**

July 6, 2007

Ms. Janet Rochefort, Treasurer
County of Jackson
120 West Michigan
Jackson, Michigan 49201

Dear Ms. Rochefort:

We have received an audit report from your local unit, which indicates a deficit balance in one or more funds as follows:

<u>FUND</u>	<u>AMOUNT</u>	<u>SOURCE OF INFORMATION</u>
Soil Erosion	\$32,754	Audited Financial Statements 12/31/06, p. 3
Self-Insurance Workers' Comp	\$35,862	Audited Financial Statements 12/31/06, p. 7

According to MCL 141.921, if a local unit of government ends its fiscal year in a deficit condition, the local unit of government shall formulate and file a financial plan with the Department of Treasury within 90 days after the beginning of the fiscal year to correct the deficit. The local unit of government shall file the financial plan with the Department of Treasury for evaluation and certification to ensure the correction of the deficit condition. Upon certification by the Department of Treasury, the local unit shall institute the plan.

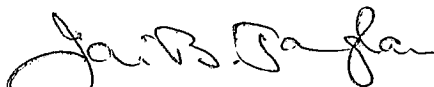
Your deficit elimination plan is due within 30 days from the date of this letter. **If the deficit elimination plan is not filed within that 30-day time period, we WILL recommend that 25% of your State-Shared Revenue be withheld pursuant to MCL 141.921(2).** A complete plan should identify exactly how the deficit is to be eliminated. The following are acceptable evidence to support a plan:

1. Certified copies of board/council resolutions (describing funds and amounts) approving additional appropriations sufficient to eliminate the deficit and a copy of the journal entry that shows that the transfer has been made.

2. Projected budget approved by the legislative body as evidenced by a certified resolution itemizing yearly revenues by source, expenditures/expenses by activity, and changes in the fund balance/retained earnings through the year of the deficit's eventual elimination. There is a five-year limit for an approved plan; the plan must be amended if the deficit increases or the plan is not otherwise followed.
3. For tax increment finance or downtown development authorities, the ordinance or plan approving their existence is acceptable if it shows the flow of revenues and the priority of expenditures that would satisfy a deficit elimination plan for these funds as indicated in #2 above.
4. For drain or other special assessment-type funds that have deficits, which are not "covered" on the balance sheet by a long-term receivable and deferred revenue, a letter from the Drain Commissioner itemizing assessment levies which could not be recognized for the audited fiscal year due to generally accepted accounting principles, will suffice as a deficit elimination plan.

After receiving your plan, we will notify you in writing if additional information is needed or that your plan has been certified. If you have any questions or concerns, please do not hesitate to contact me at (517) 373-3227.

Sincerely,



Jai Jaglan, CPA, CGFM, MST
Auditor

Local Audit and Finance Division

c: DEP Coordinator

COUNTY OF JACKSON
SELF-INSURED WORKERS COMPENSATION FUND
STATEMENT OF REVENUES, EXPENSES AND CHANGE IN RETAINED EARNINGS
PROJECTED YEAR END FUND BALANCE 12/31/2007
(based on increase in chargeback rate to 3/4%)

OPERATING REVENUE

Charges for Services	\$200,000
----------------------	------------------

OPERATING EXPENSES

Cost of Services	40,000
General and Administrative	<u>132,000</u>

Total Expenses	<u>172,000</u>
----------------	-----------------------

OPERATING INCOME (LOSS)	28,000
--------------------------------	---------------

NON- OPERATING REVENUE

Interest Income	<u>8,000</u>
-----------------	---------------------

NET INCOME	36,000
-------------------	---------------

RETAINED EARNINGS - beg. of year	<u>(35,862)</u>
---	------------------------

RETAINED EARNINGS - end. of year	<u><u>\$138</u></u>
---	----------------------------

8/22/07

To: Ted Westmeier
Health Officer, JCHD

Budget Adjustment Request (SEP, 2007)

It is my recommendation that the Health Department request budget adjustments in September, 2007 in order to reflect changes in revenues and expenses with state and grant funded programs. No additional county allocation funding is being requested.

For most of the orgkeys, we are just asking to move some expense authorizations from one line item to a different line item.

We did have a net increase in projected revenues of \$5,419 which we have also included in planned expenditures.

Attached is the summary of the proposed adjustments to revenues & expenditures. We will forward to Randy & Gerard the paper copies of complete detail schedules for all the requested changes in the various orgkey revenues & expenses.

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

Rex R. Pierce
JCHD Financial Services Manager

Prepared 8/23/07- RRP		SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/07)		
		Health Department		
Expenditure Accounts	Current Budget	Increases	Decreases	Amended Budget
221100 - ADMINISTRATION	\$658,378	\$19,794	\$59,277	\$618,895
221160 - HEALTH EDUCATION	\$236,561	\$1,700	\$1,700	\$236,561
221175 - EMERGENCY PREPAREDNESS	\$204,894	\$30,400	\$30,400	\$204,894
221200 - ENVIRONMENTAL HEALTH	\$863,827	\$8,262	\$8,262	\$863,827
221300 - GENERAL NURSING	\$207,036	\$4,000	\$4,000	\$207,036
221301 - MSS/ISS (MIHP)	\$451,545	\$10,000	\$10,000	\$451,545
221310 - IMMUNIZATIONS	\$316,112	\$200	\$200	\$316,112
221312 - EARLY ON	\$163,622	\$8,600	\$8,415	\$163,807
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$113,780	\$14,000	\$0	\$127,780
221320 - INFANT MORTALITY & PREVENTION	\$84,872	\$7,600	\$3,600	\$88,872
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$74,858	\$3,000	\$0	\$77,858
221417 - HEARING & VISION	\$81,648	\$900	\$900	\$81,648
221451 - MEDICAID OUTREACH & ADVOCACY	\$21,210	\$433	\$433	\$21,210
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$552,014	\$30,600	\$8,600	\$574,014
221616 - AIDS COUNSELING & TESTING	\$17,385	\$0	\$0	\$17,385
221630 - TOBACCO REDUCTION COALITION	\$15,113	\$540	\$540	\$15,113
221634 - IMMUNIZATION ACTION PLAN	\$79,422	\$317	\$317	\$79,422
221635 - CAR SEAT PROGRAM	\$64,257	\$154	\$154	\$64,257
221639 - COMMUNITY HEALTH ASSESSMENT	\$40,000	\$0	\$0	\$40,000
221655 - TEEN PREGNANCY PREVENTION	\$6,899	\$1,717	\$0	\$8,616
Total	\$4,253,433	\$142,217	\$136,798	\$4,258,852

Increase in Expenditures by **\$5,419**

Prepared 8/23/07- RRP

SUMMARY OF BUDGET ADJUSTMENTS (YE 9/30/07)
Health Department

Revenue Accounts	Current Budget	Increases	Decreases	Amended Budget
221100 - ADMINISTRATION	\$753,797	\$0	\$0	\$753,797
221160 - HEALTH EDUCATION	\$93,736	\$0	\$0	\$93,736
221175 - EMERGENCY PREPAREDNESS	\$259,537	\$0	\$3,483	\$256,054
221200 - ENVIRONMENTAL HEALTH	\$899,345	\$0	\$0	\$899,345
221300 - GENERAL NURSING	\$54,735	\$0	\$0	\$54,735
221301 - MSS/ISS (MIHP)	\$545,045	\$0	\$0	\$545,045
221310 - IMMUNIZATIONS	\$389,628	\$0	\$0	\$389,628
221312 - EARLY ON	\$171,063	\$185	\$0	\$171,248
221313 - SEXUALLY TRANSMITTED DISEASES (STD)	\$83,018	\$0	\$0	\$83,018
221320 - INFANT MORTALITY & PREVENTION	\$88,686	\$4,000	\$0	\$92,686
221341 - CHILDRENS SPECIAL HEALTH CARE SERVICES	\$71,169	\$3,000	\$0	\$74,169
221417 - HEARING & VISION	\$54,735	\$0	\$0	\$54,735
221451 - MEDICAID OUTREACH & ADVOCACY	\$14,965	\$0	\$0	\$14,965
221460 - WOMEN, INFANTS, CHILDREN (WIC)	\$604,730	\$0	\$0	\$604,730
221616 - AIDS COUNSELING & TESTING	\$18,518	\$0	\$0	\$18,518
221630 - TOBACCO REDUCTION COALITION	\$15,000	\$0	\$0	\$15,000
221634 - IMMUNIZATION ACTION PLAN	\$67,380	\$0	\$0	\$67,380
221635 - CAR SEAT PROGRAM	\$61,366	\$0	\$0	\$61,366
221639 - COMMUNITY HEALTH ASSESSMENT	\$0	\$0	\$0	\$0
221655 - TEEN PREGNANCY PREVENTION	\$6,980	\$1,717		\$8,697
Total	\$4,253,433	\$8,902	\$3,483	\$4,258,852

Increase in Revenues by

\$5,419

County Affairs
Motions

September 18, 2007

1. Motion: Appoint one public member to the Department on Aging Advisory Council, term to 12/2007
2. Motion: Appoint one public member to the Jury Board, term to 4/2013

Commissioner Board Appointments – September 2007

<u>BOARD</u>	<u>NEW TERM EXPIRES</u>	<u>CURRENT MEMBER</u>	<u>APPLICANTS</u>	<u>COMMITTEE RECOMMENDED APPOINTMENTS</u>
<u>Department on Aging Advisory Council</u>				
1) One public member	12/07	William Morrisson	Monica Weiss Gerald Robinson	Gerald Robinson
<u>Jury Board</u>				
1) One public member *Recommendation by Circuit Court Judges	4/13	Leanna Hildebrandt	Terry Stevens Amy DeGrazia Tomas Cottrell* Lynette Maurer Kristina Krumm	Tomas Cottrell

Travel Expenses – Commissioner Gail W. Mahoney

Commissioner Mahoney currently serves as a member of the MAC Board of Directors, NACo Board of Directors, and Chairs a NACo sub-committee. Her travel expenses are greater than most Commissioners as a result of her service. Board Rule 4160 requires that the full Board approve any travel expenses over \$2,000 per Commissioner per year. Commissioner Mahoney has reached that amount for 2007 and is requesting up to an additional \$2,000 for the balance of 2007 for travel expenses due to her assignments.

Jackson County Road Commission – Filling Vacancies

Attorney Peter Cohl has issued an opinion dated August 24, 2007 that was sent to you previously. That opinion states that the "... Board of Commissioners may wish to act without delay, upon receipt of the resignation(s), to accept the resignation(s) and fill such vacancies or vacancy." Unless the Administrator/Controller receives other directions from the Board, the positions will be posted as all vacant Board appointment positions are, applications received, and a list of all applicants provided to the County Affairs Committee who will be charged with making recommendation(s) to the Board of Commissioners in October. This is the same procedure as all Board appointments. An exception in this case is that a time to interview the applicants will be established as per previous Board action.

The point of this communication is that some members of the Board have suggested that it would be advisable to wait until the Road Commission Ad Hoc Committee makes its recommendations.

**JACKSON COUNTY BOARD OF COMMISSIONERS
RESOLUTION (09-07.35)
SUPPORTING LEGISLATIVE CHANGES TO ALLOW ADJUSTMENTS TO
SALARIES FOR COUNTY BOARDS OF ROAD COMMISSIONERS**

WHEREAS, the Jackson County Board of Road Commissioners currently has two Road Commissioners that have retired prior to the end of their appointed terms, and

WHEREAS, State Law currently prohibits County Boards of Commissioners from establishing a lower salary when making new appointments to fill un-expired terms, and

WHEREAS, County Boards of Commissioners should be allowed the latitude to establish lower salaries for such appointments in a manner that comports with the intent of the law, and

WHEREAS, the intent of the law appears to be to prevent the reduction of salary of an appointee during their term of office, for political or other punitive reasons, and

WHEREAS, prohibiting such latitude in adjusting a salary for a road commissioner position that has not yet been filled would prevent County Boards of Commissioners from fulfilling their obligation of limited fiduciary responsibility as it relates to Road Commissions, and

WHEREAS, no current Road Commissioner appointee nor future Road Commissioner appointee could be harmed if salary adjustments were done prior to new appointments, and

WHEREAS, not allowing such adjustments would require a waiting period as long as 5 years, and this long term financial impact is not in the public's best interest,

NOW, THEREFORE, BE IT RESOLVED, that the Jackson County Board of Commissioners hereby supports legislative changes that would allow adjustments to salaries for County Boards of Road Commissioners at such times that an appointed Road Commissioner retires or otherwise vacates their position prior to the expiration of their term of office, and prior to the selection of a new appointee to fill that position.

BE IT FURTHER RESOLVED, THAT a certified copy of this resolution shall be forwarded to Governor Jennifer Granholm, Senators Mark Schauer and Randy Richardville, State Representatives Mike Simpson and Martin Griffin, and the Michigan Association of Counties.

James E. Shotwell, Jr., Chairman
Jackson County Board of Commissioners
September 18, 2007