

**DRAFT – Agenda**  
**Tuscola County Board of Commissioners**  
**Finance Committee – Friday, September 21, 2012 - 8:30 A.M.**  
**HH Purdy Building –125 W. Lincoln, Caro, MI**

**Finance**

Committee Leaders-Commissioner Peterson and Allen

**Primary Finance Items**

1. Medical Care Facility - Small House Project Planning (See A)
2. Probate and DHS Child Care Fund Budgets (See B)
3. 2013 Budget Development (See C)
4. 2013 Labor Negotiations
5. Update State Revenue Sharing and County Incentive Program Compliance (See D)
6. Cost Allocation Plan Contract Extension (See E)
7. Wind Energy Update – 25% by 2025 (See F)
8. Michigan Renewable Energy Collaborative (See G)
9. Jail Bed Addition and Union Response to Corrections Staffing Question (See H)
10. Local Dentist Alternative Proposal and Michigan Community Dental Clinics
11. State Tax Commission and Equalization Director Requirements
12. Jail Camera System Bids for Federal Jail Mandate (See I)
13. Big Brother/Big Sisters Building Acquisition (See J)
14. Farmland Lease Agreement Proposal (See K)
15. Prosecutor CRP Contract (See L)
16. Music Copyright Contract (See M)
17. Office of Violence Against Women Grant (See N)
18. Waiver for Amateur Radio Equipment Transfer (See O)
19. Sunset Bay Marina Proposal (See P)
20. Circuit Court Line Item Transfer Requests (See Q)
21. Mosquito Abatement Truck Purchase (See R)

**Secondary/On-Going Finance Items**

1. County Equalization Department Assessing Proposal for Akron Township
2. Draft Caro DDA/TIFA Agreement

**Personnel**

Committee Leader-Commissioners Peterson and Allen

**Primary Personnel Items**

1. Maintenance Staff Member Request for Incentive to Retire Early
2. Filling Emergency Services Director Position
3. Area Agency on Aging Advisor Council Vacancy
4. Recycling Committee Vacancy (See S)

Secondary/On-Going Personnel Items

1. Health Insurance Cost Reduction Alternatives
2. Monitor the Status of Lawsuits Filed Against the County
3. Review County Compliance with Act 152 Requirements
4. New Hire Wage/Fringe Benefits
5. Schedule Employee Training Sessions Regarding Conduct in the Workplace, Minimum Insurance Claims, etc.

**Correspondence/Other Business as Necessary**

**Public Comment Period**

**Closed Session – If Necessary**

**Other Business as Necessary**

1. Warrant
2. Caro Residential Re-Entry Center Closure and Reuse Potentials
3. Irrigation and Residential Wells

**Notes:**

Except for the Statutory Finance Committee, committee meetings of the whole are advisory only. Any decision made at an advisory committee is only a recommendation and must be approved by a formal meeting of the Board of Commissioners.

If you need accommodations to attend this meeting please notify the Tuscola County Controller/Administrator's Office (989-672-3700) two days in advance of the meeting.

This is a draft agenda and subject to change. Items may be added the day of the meeting or covered under other business at the meeting.



LAW OFFICES OF  
**AXE & ECKLUND, P.C.**  
 SUITE 355  
 21 KERCHEVAL AVENUE  
 GROSSE POINTE FARMS, MICHIGAN 48236  
 TELEPHONE: (313) 884-9811, TELECOPIER (313) 884-0626

JOHN R. AXE  
 Johna@axelaw.com

September 19, 2012

**VIA EMAIL**

Michael R. Hoagland  
 Controller Administrator  
 Tuscola County  
 125 W. Lincoln  
 Caro, MI. 48723

**RE: \$4,600,000 Tuscola County Medical Care Facility Revenue  
 Bonds, Series 2013**

Dear Mike,

In connection with the captioned matter, I am enclosing herewith the following materials for submission to the Finance Committee of the Tuscola County Board of Commissioners:

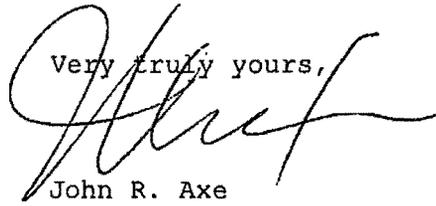
1. A memorandum regarding the Project for which the captioned bonds are to be issued.
2. A resolution to be considered by the Board of Commissioners at their meeting on Thursday, September 27, 2012, authorizing our firm and the financial consultants to proceed with the bond issue.
3. A timetable prepared by the financial consultants for the project.

I will plan to call you at 8:30 a.m. on Friday, September 21, 2012 to be on the phone with the Finance Committee when they meet. Please let my secretary know what number I should call.

AXE & ECKLUND, P.C.

I will also plan to attend the Board of Commissioners meeting on Thursday, September 27, 2012, which begins at 8:30 a.m. I hope we will be early on the agenda since I have to be at a meeting in St. Joseph, Michigan at 1:30 p.m. that day.

If you have any questions, please give me a call.

Very truly yours,  
  
John R. Axe

Jra.L-Tuscola

MEMORANDUM

TO: MICHAEL R. HOAGLAND,  
CONTROLLER ADMINISTRATOR  
COUNTY OF TUSCOLA

FROM: AXE & ECKLUND, P.C.

RE: TUSCOLA COUNTY MEDICAL CARE FACILITY  
PROPOSED "SMALL HOUSES" PROJECT

DATE: SEPTEMBER 19, 2012

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A. BACKGROUND

At your request, we have reviewed materials furnished to you by the Tuscola County Medical Care Facility for a proposed "Small Houses" Project, which the Medical Care Facility would like to construct on the "Davenport Campus" which is a location adjacent to the current Medical Care Facility. The project cost estimate is \$6,800,000, which includes \$1,200,000 for land acquisition and \$5,600,000 in construction costs for the two new small houses. A preliminary estimate of these costs is attached hereto as APPENDIX A.

Under the preliminary proposal, which has been put together for the Medical Care Facility by Plante & Moran, the County would be asked to issue bonds that would yield approximately \$4,600,000 in construction cost proceeds. The report assumed that \$1,679,000 would be from an amount, which would remain from the unused one mill tax levy, which was approved by the County voters for the years 2002 through 2016 to be used to pay the costs of constructing, equipping and remodeling the existing Tuscola County Medical Care Facility Structure and to construct and equip a new Alzheimer unit in the Medical Care Facility.

The proposed bonds would be paid solely from revenues generated from patients who will be using the Medical Care Facility and would be retired over twenty years.

In the past, the County has issued a number of bond issues to finance various projects at the Medical Care Facility. In all of these situations, before the bonds were issued, a millage sufficient to retire the debt service on the bond issue over the life of the bond issue was first submitted to the voters in County of Tuscola and approved by them. In each of those situations, sufficient amounts were collected from the millage levied to construct and equip the project (including any land acquisition costs) to retire the bonds and no County general fund appropriations were required to retire the bonds even though the County had pledged its limited tax full faith and credit in support of the bonds.

At a meeting with you, Clayette Zechmeister, Pat Donovan-Gray and Walt Schlichting held in late August, we discussed the preliminary information which had been received by you from the Medical Care Facility and you posed a series of questions which you wished to have answered for the County Finance Committee and the Board of Commissioners were asked to consider authorizing the issuance of some type of bonds to finance the proposed project.

These questions are set forth below.

**B. QUESTIONS PRESENTED**

1. May any Millage Collections from the Extra Voted One Mill Medical Care Levy Approved by the Voters for the Remodeling and Construction of the Alzheimer's Unit be Used to Pay Costs of the Proposed Project

The Tuscola County voters in 2002 approved the following millage proposition:

**Tuscola County Medical Care Facility  
Remodeling and Construction of Alzheimer's Unit (New)**

**For the years 2002 through 2016, shall the total taxable property rate limitation in Tuscola County be increased by one mil (\$1 for each \$1,000 of valuation) for the costs of constructing, equipping, and remodeling the existing Tuscola County Medical Care Facility structure and to construct and quip a new Alzheimer Unit with additional beds in the medical care facility? If approved, this millage raises an estimated \$1,053,668 in the first calendar year after its approval.**

As can be seen from the proposition set forth above, the millage collected may only be used to pay for the following costs:

**“constructing, equipping, and remodeling the existing Tuscola County Medical Care Facility structure and to construct and quip a new Alzheimer Unit with additional beds in the medical care facility?”**

Accordingly, it is our opinion that none of the “remodeling and construction of the Alzheimer Unit” millage maybe used to pay for any of the costs of the proposed “Small Houses” Project.

2. What are the Actual Revenues and Expenses which Result from the Construction, Equipping and Operation of the New "Small Houses" Project

The analysis of the Financial Feasibility of the proposed project by Plante & Moran did not separately analyze the revenues and expenses, which might be expected after the construction of the Small Houses. In addition, the analysis prepared lumped the operation costs of the new administration building project together with the "Small Houses".

a. New Revenues

We have been advised by the Director of the Medical Care Facility that there will be no new beds as a result of the "Small Houses" Project. Accordingly, since there will be no new "users" the project cannot be expected to produce any new revenues.

b. Expenses

c. Operating Expenses for Plant, Utilities and Housekeeping

Based upon an extrapolation of the information provided in the Plante & Moran Feasibility Study, the new facilities (both Small Houses and new Administration Building) would result in additional out of pocket costs (as opposed to non-cash items such as depreciation) of \$197,000 the first year which will increase 3% each year thereafter.

3. Staff Expense

None Projected.

4. Debt Service Expenses

a. Plante & Moran Projections

The Plante & Moran study estimated annual debt service expenses of \$369,000 per year for 20 years. This assumed a borrowing of \$4,600,000.

b. Actual Projections for Bonds issued to Cover the Payment of the Costs not Covered by Available Funds

The Plante & Moran study assumed that \$1,679,000 could be used as available cash from the 391 Fund toward the cash reserve at the Medical Care Facility. It has been pointed out above that none of that money can be used for that purpose. Accordingly, the actual cash reserves shown on page 10 of the Plante & Moran report will have to be redone. This will result in the change shown in APPENDIX E.

5. What is the Best Method of Financing the Proposed “Small Houses” Project so that the Risk to the County General Fund is Minimized

a. In General

As pointed out above, all of the prior borrowings to construct and equip facilities for the Medical Care Facility have been secured by millage specifically voted for such projects. In this situation, the voters have agreed that the project is needed and have passed a millage sufficient to retire whatever bonds were issued for the project. Unless this occurs, the County can only protect itself by issuing revenue bonds, which are solely repaid from the net revenues generated from the Medical Care Facility.

b. Bonds Supported by a Voted Millage

As was discussed in the Plante & Moran report, it appears likely that the County will not have to levy all of the current one mill levy in order to retire the outstanding Capital Improvement Refunding Bonds which were issued in 2011. At our request, the County’s Financial Consultant, MFCL, has prepared an analysis which is attached hereto as APPENDIX B showing the estimated millage which will be required to be levied in the years 2013, 2014, 2015 and 2016 in order to retire the refunding bonds. Since no money from this millage levy may be used for any other purpose, it should be possible to reduce the millage levy in these years as shown on Appendix B, attached hereto. For that reason, our initial recommendation is that the County place a ballot proposition before the voters asking for extra mills to be levied over 20 years to cover the costs of constructing and equipping the proposed “Small Houses” Project. The Director of the Medical Care Facility is opposed to asking for millage to pay for the Project.

c. Revenue Bonds Supported by the Net Revenues from the New “Small Houses” Project

An alternative method of financing (although not as desirable) would be for the County to issue revenue bonds payable solely from the net revenues from the operation of the Medical Care Facility. The uses of a \$4,600,000 Revenue Bond issue are attached hereto as APPENDIX C. The estimated debt service schedule for such an issue is attached as APPENDIX D. The additional amount of the bond issue (above \$4,000,000) will provide for cost of issuance, a bond discount of 1%, a bond reserve fund of up to \$460,000 and a contingency of \$17,000.

d. Original Recommendation

It was our original recommendation that the County place a millage proposition as described above in front of the County voters in order to cover the costs of retiring the proposed new bond issue. However, the Director of the Medical Care Facility has indicated that she does not wish to delay the project for a millage election.

6. What are the Worst Case Factors that could Impact Sustained Funding for the "Small Houses" Project in the Event no Millage is Requested

a. Uncertainty as to the Federal and State Laws, which will Govern Reimbursements to the Tuscola County Medical Care Facility

The current situation with regard to health care is at best in flux. The Federal Current health care legislation ("Obama Care"), which will not even take effect until January 2013, may be changed depending on the outcome of the November election. Even if Obama Care is not dramatically changed, there is no certainty as to how it will be implemented in different states since part of the law was rejected in the recent United States Supreme Court decision.

As can be seen from the financial statements of the Medical Care Facility, a large percentage of the total operating revenues for the Medical Care Facility come from Medicaid payments (for the period ending May 31, 2012, over 79% of the operating revenue for room and care came from Medicaid basic). This does not take into account other revenues for other purposes, which is also covered by Medicaid or Medicare. With this large a percentage of revenues dependent on what happens with respect to Federal and State reimbursements in future years and the uncertainty of how and to what level those programs will continue, it is imprudent for the County to risk its general fund on a new project unless that project either has no impact on the general fund (as would be the case for revenue bonds) or is secured by a new millage.

b. No Allowance for Impact of Construction on Medical Care Facility Operations

As pointed out in the Plante & Moran preliminary analysis, the analysis assumed that the actual construction of the new Small Houses would not have any detrimental effect on the revenues and expenditures resulting during the period construction is underway. This assumption is probably too optimistic and some allowance should be made for the disruption which will occur during this period. It is difficult to place a dollar value on that number but we recommend that the Medical Care Facility staff attempt to do so.

c. Other Assumptions made by Plante & Moran

Under the category Operating Assumptions Revenue the assumptions attached as APPENDIX F are included. All of these assumptions are based on the continuation of the current operating experience and as pointed out in assumptions 2, 3 and 4, a very large amount of revenues are dependent on Federal and State Medicare and Medicaid reimbursements. We do not believe that these programs will necessarily be changed but we have no more ability to predict what may happen in the future to any of these programs than does Plante & Moran.

d. Expiration of the Existing .25 Mills in 2018

The existing .25 mills for operation of the Medical Care Facility will be expiring in 2018. While the County voters may renew this in 2018, there is no way to guarantee that action unless the renewal is put on the ballot in advance of the date it expires. This may be done as early as the summer of 2014 and probably should be done if the Medical Care Facility decides to proceed with the project.

7. Final Recommendation

Since the Director of the Medical Care Facility wishes to proceed without first obtaining voter approval of a millage to retire the bonds being issued for the Project, it is our recommendation that if the County wishes to proceed with this Bond issue that it issue REVENUE BONDS secured solely from the net revenues from the operation of the Medical Care Facility. By doing so, the County will be protected in the future if estimated revenues are reduced because of reduced occupancy or from reduced government subsidies such as Medicare, Medicaid or any other Federal or State subsidy.

Tuscola County does not have sufficient general fund reserves to cover possible future shortfalls in the revenues generated by the Medical Care Facility. If revenue bonds are issued the County will have no obligation to repay such bonds. In the event revenues fall, the Medical Care Facility will have to cut expenditures or raise revenues in order to repay the bonds.

Jra.m-tus38

## APPENDIX A

<b>Project Sources and Uses Assumptions</b>	
<b>Project Sources:</b>	
Cash (\$1.2M Land + \$1M Construction)	\$ 2,200,000
Bonds	4,600,000
<b>Total Project Sources</b>	<b>\$ 6,800,000</b>
<b>Project Costs:</b>	
Land	\$ 1,200,000
Two 10-bed Green Houses @ \$280,000 per bed*	5,600,000
<b>Total Project Costs**</b>	<b>\$ 6,800,000</b>

Costs include all costs associated with building the Green Houses including construction, furniture, CON fees, architect, financing, contingency.

Based on discussion with management, assume no renovation costs for converted rooms in existing facility.

APPENDIX B

Page 1

\$5,440,000

Tuscola County Medical Care Facility  
Capital Improvement Refunding Bonds, Series 2011

ANNUAL REVENUE FROM MILLAGE COMPARED TO DEBT SERVICE  
AND AMOUNT OF REMAINING REVENUE AND ANNUAL COVERAGE

Year of Levy	Millage Collections	Annual Debt Service Begins 12/1/2012	Remaining Revenue	Funds on Hand	Annual Coverage From Millage
				\$ 1,600,000.00	
2012	\$ 686,860.34	\$ 638,360.00	\$ 48,500.34		1.08
2013	677,244.30	\$ 638,360.00	38,884.30		1.06
2014	667,762.88	\$ 638,360.00	29,402.88		1.05
2015	658,414.20	\$ 638,360.00	20,054.20		1.03
2016	649,196.40	\$ 638,360.00	10,836.40		1.02

\$ 3,191,800.00

\$ 4,791,800.00 amount remaining

\$ 3,191,800.00 less \$1,600,000 on hand

\$ 638,360.00 debt per year average

APPENDIX B

Page 2

\$5,440,000

Tuscola County Medical Care Facility  
Capital Improvement Refunding Bonds, Series 2011

MILLAGE COLLECTION

Levy Date Dec. 1	Millage Amount	Taxable Value *	Total Collection
2012	0.50	\$ 1,373,720,686.00	\$686,860.34
2013	0.50	1,354,488,596.40	677,244.30
2014	0.50	1,335,525,756.05	667,762.88
2015	0.50	1,316,828,395.46	658,414.20
2016	0.50	1,298,392,797.93	649,196.40
2017	0.50	1,280,215,298.75	640,107.65
			\$3,979,585.77

\*Assumes a 1.4% decrease in taxable value.

## APPENDIX C

### USES OF THE PROCEEDS OF A \$4,600,000 BOND ISSUE

Construction and Furnishing of the Project	\$4,000,000
Cost of Issuance of the Bonds	\$ 77,000
Bond Discount (1%)	\$ 46,000
Bond Debt Service Reserve	\$ 460,000
Contingency	<u>\$ 17,000</u>
<b>TOTAL BOND ISSUE</b>	<b>\$4,600,000</b>



APPENDIX D

**\$4,600,000**  
**Tuscola County**  
**Medical Care Facility Revenue Bonds, Series 2013**

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total Debt Service	Annual Total
09/01/13			\$99,507.50	\$99,507.50	
03/01/14	\$155,000.00	3.25%	99,507.50	254,507.50	\$354,015.00
09/01/14			96,988.75	96,988.75	
03/01/15	160,000.00	3.35%	96,988.75	256,988.75	353,977.50
09/01/15			94,308.75	94,308.75	
03/01/16	165,000.00	3.45%	94,308.75	259,308.75	353,617.50
09/01/16			91,462.50	91,462.50	
03/01/17	170,000.00	3.65%	91,462.50	261,462.50	352,925.00
09/01/17			88,360.00	88,360.00	
03/01/18	180,000.00	3.75%	88,360.00	268,360.00	356,720.00
09/01/18			84,985.00	84,985.00	
03/01/19	185,000.00	3.85%	84,985.00	269,985.00	354,970.00
09/01/19			81,423.75	81,423.75	
03/01/20	190,000.00	3.95%	81,423.75	271,423.75	352,847.50
09/01/20			77,671.25	77,671.25	
03/01/21	200,000.00	4.05%	77,671.25	277,671.25	355,342.50
09/01/21			73,621.25	73,621.25	
03/01/22	210,000.00	4.15%	73,621.25	283,621.25	357,242.50
09/01/22			69,263.75	69,263.75	
03/01/23	215,000.00	4.15%	69,263.75	284,263.75	353,527.50
09/01/23			64,802.50	64,802.50	
03/01/24	225,000.00	4.25%	64,802.50	289,802.50	354,605.00
09/01/24			60,021.25	60,021.25	
03/01/25	235,000.00	4.35%	60,021.25	295,021.25	355,042.50
09/01/25			54,910.00	54,910.00	
03/01/26	245,000.00	4.35%	54,910.00	299,910.00	354,820.00
09/01/26			49,581.25	49,581.25	
03/01/27	255,000.00	4.45%	49,581.25	304,581.25	354,162.50
09/01/27			43,907.50	43,907.50	
03/01/28	270,000.00	4.45%	43,907.50	313,907.50	357,815.00
09/01/28			37,900.00	37,900.00	
03/01/29	280,000.00	4.65%	37,900.00	317,900.00	355,800.00
09/01/29			31,390.00	31,390.00	
03/01/30	295,000.00	4.75%	31,390.00	326,390.00	357,780.00
09/01/30			24,383.75	24,383.75	
03/01/31	305,000.00	4.95%	24,383.75	329,383.75	353,767.50
09/01/31			16,835.00	16,835.00	
03/01/32	320,000.00	5.05%	16,835.00	336,835.00	353,670.00
09/01/32			8,755.00	8,755.00	
03/01/33	340,000.00	5.15%	8,755.00	348,755.00	357,510.00
	<u>\$4,600,000.00</u>		<u>\$2,500,157.50</u>	<u>\$7,100,157.50</u>	<u>\$7,100,157.50</u>

Interest Start Date (Dated Date): 03/01/13

## APPENDIX E

### KEY FINANCIAL RATIOS

	<u>2016</u>
Unrestricted Cash and Investments	\$ 3,891
Operating Expenses	\$20,562
Plus: Interest on New Debt	204
Less: Depreciation	<u>(1,289)</u>
Net Cash Expenses	\$19,477
Days in Period	<u>365</u>
Net Cash Expenses per day	53
<b>Days Cash on Hand</b>	<b>73</b>

## APPENDIX F

### OPERATING ASSUMPTIONS – REVENUE

1. Census at 98% for the 5 year period (prior 3 year average = 98.3%).
2. Utilization for 5 year period (comparable to prior 3 year experience).
  - 78% Medicaid
  - 9% Medicare & Medicare Advantage
  - 13% Private & Other
3. Medicaid
  - Analysis assumes the Medicaid reimbursement system continues as it does today.
  - Analysis assumes the Plant Cost Limit (PCL) is increased upon placing the new project in service.
4. Medicare rate decrease of 8% in 2012 followed by increases at 2% per year (\$482 in 2011).
5. Private pay rate increases of \$10 per year or approx. 4.3% (\$230 in 2011). \$10 mark-up for private rooms upon new project opening.
6. Property Tax Proceeds for MOE/Capital: Assume annual proceeds of \$368k continue through projection period.

**COUNTY OF TUSCOLA  
BOARD OF COMMISSIONERS**

At a \_\_\_\_\_ meeting of the Board of Commissioners of Tuscola County held in Caro, Michigan on \_\_\_\_\_, 2012, at \_\_\_:\_\_\_ .m., Eastern Daylight Savings Time, there were:

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

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

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_:

**RESOLUTION APPROVING TUSCOLA COUNTY  
MEDICAL CARE FACILITY PROJECT  
TO BE FINANCED BY REVENUE BONDS**

WHEREAS, the Board which governs the Tuscola County Medical Care Facility wishes to proceed with a new project which will need approximately \$4,000,000 to be used with other funds available to the facility to construct and equip a new "Small Houses" Project; and

WHEREAS, the Tuscola County Board of Commissioners ("Board of Commissioners") has reviewed a preliminary financial analysis prepared by Plante & Moran and determined that such a project, which involved the issuance of \$4,600,000 of bonds payable over 20 years, was affordable to the County Medical Care Facility based on its projections for future operations; and

WHEREAS, the County's Bond Counsel, Axe & Ecklund, P.C., and the County's Financial Consultants, Municipal Financial Consultants Incorporated ("MFCI"), have reviewed the Plante & Moran findings and discussed the project with the Administrator and the Controller & CCO of the Medical Care Facility and have recommended that if the Board of the Medical Care Facility wishes to proceed without obtaining voter approval of a millage, that the County could issue revenue bonds secured solely by the net revenues from the Medical Care Facility; and

WHEREAS, the Board of Commissioners wishes to authorize Axe & Ecklund, P.C. and MFCI to prepare the necessary bond resolution including the authorization for MFCI to offer the bonds at a competitive sale as soon as the Medical Care Facility

receives permission to construct the project from the State of Michigan; and

WHEREAS, the Board of Commissioners wishes to authorize Axe & Ecklund, P.C. to advise the State of Michigan of the intention of the County to issue the revenue bonds to finance part of the project by submitting a letter to the State of Michigan which will be in connection with the Medical Care Facility's request for the State of Michigan to approve the project and issue a Certificate of Need.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF TUSCOLA as follows:

1. Axe & Ecklund, P.C. is retained to prepare the necessary bond resolution for a \$4,600,000 Tuscola County Medical Care Facility Revenue Bond Issue (the "Revenue Bonds") which the Board of Commissioners will consider at its next meeting on October 9, 2012.

2. Municipal Financial Consultants Incorporated are retained to act as financial consultant in connection with the issuance and sale of the Revenue Bonds to finance the project for the Medical Care Facility.

3. Axe & Ecklund, P.C. are authorized to prepare the necessary letter to be sent to the State of Michigan to obtain the approval of the State of Michigan for the Medical Care Facility Project.

A vote on the foregoing resolution was taken and was as follows:

YES: \_\_\_\_\_  
\_\_\_\_\_

NO: \_\_\_\_\_

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

The Resolution was declared adopted.

**CERTIFICATION**

The undersigned, being the duly qualified and acting Clerk of the County of Tuscola, hereby certifies that (1) the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County at a \_\_\_\_\_ meeting held on \_\_\_\_\_, 2012, at which meeting a quorum was present and remained throughout, (2) that an original thereof is on file in the records of the County, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended), and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

\_\_\_\_\_  
Tuscola County Clerk

Jra.r1-tus38



**\$4,600,000 TUSCOLA COUNTY  
MEDICAL CARE FACILITY REVENUE BONDS, SERIES 2013**

**TIMETABLE**

<b><u>Action</u></b>	<b><u>Date</u></b>
Board of Commissioners authorizes Bond Counsel and Financial Consultant to begin work on Revenue Bond Issue	September 27, 2012
Bond Counsel submits letter to State of Michigan outlining proposed financing in connection with the Medical Care Facility's request for a Certificate of Need	September 28, 2012
Board of Commissioners adopts Bond Resolution	October 9, 2012
Notice of Intent to issue Revenue Bonds inserted in the Tuscola County Advertiser	October 13, 2012
Referendum period expires	December 1, 2012
Medical Care Facility receives final bids on project	_____, 2013
State of Michigan issues Certificate of Need	February 1, 2013
Municipal Financial Consultants Incorporated applies for Credit Rating on bonds	February 4, 2013
Receipt of Rating on Bonds	February 20, 2013
Municipal Financial Consultants Incorporated circulates Requests for Proposal on Bonds	February 21, 2013
Bond Sale	March 7, 2013
Bond Delivery	March 26, 2013

*Need current version and a memorandum*

(B)

**COUNTY CHILD CARE BUDGET SUMMARY**  
Michigan Department of Human Services (DHS)  
Child and Family Services

<b>County</b> Tuscola	<b>Court Contact Person</b> LONG, SHEILA (Tuscola) ▾	<b>Telephone Number</b> 989-672-3813	<b>E-Mail Address</b> slong@tuscola.gov
<b>Fiscal Year</b> October 1, 2012 through September 30, 2013 ▾	<b>DHS Contact Person</b> Southgate, Karen (Tuscola) ▾	<b>Telephone Number</b> 9896739130	<b>E-Mail Address</b> southgatek@tuscola.gov

TYPE OF CARE	ANTICIPATED EXPENDITURES		
	DHS	COURT	COMBINED
<b>I. CHILD CARE FUND</b>			
A. Family Foster Care .....	\$207,000.00	\$62,000.00	\$269,000.00
B. Institutional Care .....	\$190,000.00	\$260,000.00	\$450,000.00
C. In Home Care .....	\$54,660.00	\$296,555.72	\$351,215.72
D. Independent Living .....	\$15,000.00	\$5,000.00	\$20,000.00
<b>E. SUBTOTALS</b> .....	\$466,660.00	\$623,555.72	\$1,090,215.72
F. Revenue .....	\$55,000.00	\$20,000.00	\$75,000.00
G. Net Expenditure .....	\$411,660.00	\$603,555.72	\$1,015,215.72

<b>COST SHARING RATIOS</b>	County 50% State 50%
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**II. CHILD CARE FUND**

Foster Care During Release Appeal Period

	\$	\$0.00
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<b>COST SHARING RATIOS</b>	County 0% State 100%
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**III. JUVENILE JUSTICE SERVICES FUND**

Basic Grant .....

\$	\$15,000.00	\$15,000.00
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<b>COST SHARING RATIOS</b>	County 0% State 100% \$15,000.00 Maximum
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**IV. TOTAL EXPENDITURE** .....

**\$1,030,215.72** *Two years*

BUDGET DEVELOPMENT CERTIFICATION

**THE UNDERSIGNED HAVE PARTICIPATED IN DEVELOPING THE PROGRAM BUDGET PRESENTED ABOVE. We certify that the budget submitted above represents an anticipated gross expenditure for the fiscal year: October 1, 2012 through September 30, 2013**

<b>Presiding Judge</b>	<b>Date</b>
<b>County Director of DHS Signature</b>	<b>Date</b>
<b>Chairperson, Board of Commissioner's Signature</b>	<b>Date</b>
<b>And/Or County Executive Signature</b>	<b>Date</b>

<small>The Family Independence Agency will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an DHS office in your county.</small>	<small><b>AUTHORITY:</b> Act 87, Publication of 1978, as amended. <b>COMPLETION:</b> Required <b>PENALTY:</b> State reimbursement will be withheld from local government.</small>
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**IN-HOME CARE/BASIC GRANT BUDGET DETAIL REPORT (2094)**  
 Michigan Department of Human Services (DHS)  
 Bureau of Juvenile Justice  
 October 1, 2012 through September 30, 2013

Service Component (Full Title/Name) <b>Supervised Visitation 2013</b>	Check One <input checked="" type="checkbox"/> In Home Care <input type="checkbox"/> Basic Grant
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A. PERSONNEL (Employees of the Court) Administrative Unit  DHS       Court

1. Salary and Wages	FUNCTION	No. HOURS/WEEK	YEARLY COST
			\$
			\$
			\$
			\$
			\$
			\$
			\$
2. Fringe Benefits (Specify)			\$
			\$
			\$
			\$
			\$
			\$
			\$
<b>Total Personnel</b>			<b>\$0.00</b>

*This is a prevention program that saves a lot of money.*

**B. PROGRAM SUPPORT (For employees identified in "A" above)**

1. Travel	Rate/Mile	Estimate No. of Miles	YEARLY COST
			\$
2. Supplies and Materials (Description/Examples) Attach Extra Sheet if Needed*			YEARLY COST
			\$

	\$
	\$
	\$

3. Other Costs (Description/Examples) Attach Extra Sheet if Needed*	Rate/Unit	YEARLY COST
		\$
		\$
		\$
		\$
Total Program Support		\$0.00

\* Must comply with the definitions and limits listed for court operated facilities in the Child Care Fund Handbook.

**3. CONTRACTUAL SERVICES**

I. Unit Rates				
NAME(S)	RATE	UNIT (Describe)	TOTAL UNITS/ CONTRACT	YEARLY COST
Contractor I 1600	18.40	1 hour	1600	\$29,440.00
Contractor II 800	18.40	1 hour	800	\$14,720.00
				\$
				\$

Closed End Contracts		YEARLY COST
Contractor I - Mileage		\$6,000.00
Contractor II - Mileage		\$3,000.00
Contractor I - Specific Assistance		\$1,000.00
Contractor II - Specific Assistance		\$500.00
Total Contractual		\$54,660.00

**NON-SCHEDULED PAYMENTS**

TYPE OF SERVICE (Description)	Anticipated No. Units To be Provided	Average Cost of Each Service Unit	YEARLY COST
		\$	\$
		\$	\$

		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Non-Scheduled			\$0.00

**E. SERVICE COMPONENT – IN HOME CARE OR BASIC GRANT**

(Add Totals for A, B, C, and D above) Total Service Component Cost	<b>\$54,660.00</b>
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If you plan to fund any portion of this service component with other public revenue including other Child Care Funds or Basic Grant monies, or if this component is generating revenue (i.e. third party payments) specify the following:

**F. PUBLIC REVENUE:**

SOURCE	To be Provided	YEARLY COST
		\$
		\$
		\$
Total Public Revenue		\$0.00

**G. Subtract Total Public Revenue from Total Service Component Cost (E-F)**

<b>TOTAL COST TO BASIC GRANT, NET ANTICIPATED IHC MATCHABLE EXPENDITURE (Gross Costs Less Other Revenue)</b>	<b>\$54,660.00</b>
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AUTHORITY: Act 87, Public Acts of 1978, as amended.  
 COMPLETION: Is Required.  
 PENALTY: State reimbursement will be withheld from local government.

The Department of Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an DHS office in your county.

DHS-2094 (Rev. 11-99) Previous edition may be used.  
 MS Word-97

**IN HOME CARE/BASIC GRANT PROGRAM COMPONENT (4471)  
 REPORT/REQUEST**

Michigan Department of Human Services

One of these forms must be completed for EACH In Home Care or Basic Grant Service component for which there was State Reimbursement during the past Fiscal Year or proposed for next fiscal year as a new, revised, or continued component.

Component Title  Supervised Visitation 2013	CHECK ONE <input checked="" type="checkbox"/> IN HOME CARE <input type="checkbox"/> BASIC GRANT	Time Period Covered FROM: THRU: <b>October 1, 2012 through September 30, 2013</b>
	Component Manager Name  Southgate, Karen (79)	Administrative Unit <input type="checkbox"/> COURT <input checked="" type="checkbox"/> DHS Telephone Number (989 ) 673-9130

1. PROGRAM SPECIFIC INFORMATION: Check all that apply.

1. COMPONENT STATUS

CONTINUED       TERMINATED       REVISED       NEW

2. TARGET POPULATION(S) SERVED

A. Children Under Jurisdiction of Court

DELINQUENT       NEGLECT

B. Children NOT Under Jurisdiction of Court

WRITTEN COMPLAINT       CPS category I, II or III       CHILDREN LIKELY TO COME UNDER JURISDICTION OF THE COURT

3. AREA(S) OF INTENDED IMPACT -- (Check primary area(s) only.)

A REDUCTION IN:

Number of Youth Petitioned       Number of Days of Out-of-Home Detention

Number of Adjudications       Number of Days of Shelter Care

Number of Days of Family Foster Care       Number of Days of Residential Treatment Care

Number of State Wards Committed (Act 150 & 220)

4. SERVICE FOCUS

Provide early intervention to treat within the child's home

Effect early return from foster or institutional care

SERVICE AND COST INFORMATION FOR FISCAL YEAR COMPLETED OR BEING REQUESTED FOR NEXT FISCAL YEAR:

INSTRUCTIONS:

In columns 6 & 7 enter the actual number and cost's (year-to-date and projections if fiscal year is not complete).  
 In columns 8 & 9 enter the numbers and costs projected for the next fiscal year.

	Time Period Reported Oct. 1 thru Sept. 30		Time Period Requested Oct. 1 thru Sept. 30	
5.	6. ACTUAL NUMBER	7. ACTUAL COST	8. PROJECTED NUMBER	9. PROJECTED COST
Number of Youth/Family Served	60	\$	75	\$
Number of Service Units (define Service Unit= )	1975	\$	2400	\$
Total Component Cost		\$44,680.00		\$54,660.00
Average Cost Per Unit		\$22.62		\$22.78
Average Cost Per Youth/Family		\$744.67		\$728.80

IMPACT EVALUATION – Must be completed for continuing or ending components and should correspond to areas of intended identified in Section 1.3.

AREAS OF IMPACT	10. NUMBER OF YOUTH SERVED	ESTIMATED REDUCTIONS	
		11. NUMBER'S OR DAYS	12. COSTS
Youth Petitioned	38	175.6	\$106,230.90
Adjudications	29	175.6	\$81,070.95
Days of Family Foster Care	60	175.6	\$167,733.12

D. Days of Out-of-Home Detention			\$
E. Days of Shelter Care			\$
F. Days of Residential Treatment Care			\$
G. State Wards Committed			\$

**IV. PROGRAM ASSESSMENT/EVALUATION:**

For ALL Components in effect during the most recent fiscal year this section must be completed

13. Assess strengths, weakness' and problem areas of this component. Assess the intended impact areas and results. Explain the reason(s), or cause(s) for the difference between the projected No.'s and cost and the actual. Account for all youth served by this component.

**7C Total Component Cost = Actual cost thru 8/31/12 plus a projection of 2500.00 per contractor for 9/12 = 44,680.00.**

(The cost for foster care for children ages 0-12 is \$14.24 per day and the cost of foster care for children 13-18 is \$17.59 per day. Private agency foster care rates are from \$37.00 per day. In addition to the above costs, there are Determination of Care rates that can be applied increasing the foster care rate for children with special needs from \$5.00 to \$18.00 per day. Furthermore, some chilren can become institutionalized increasing the cost of care to at least \$137.00 per day. For the purposes of this program evaluation, the average of daily foster care is used  $(14.24 + 17.59 = 31.83 / 2 = \$15.92$  per day.)

The Supervised Visitation Program has been in effect in Tuscola County from January 1,2010 to present. Upon evaluation of the available documentation for Childrens' Foster Care cases open during the time frame of 10/1/2010 thru 9/30/11, it was found that 101 children had open foster care cases during that time frame. Seventy-eight of these children were not involved with the Supervised Visitation Program and 23 children were involved with the Supervised Visitation Program. The average number of Foster Care days for those 78 children was 599.38 from the date their case opened until 8/31/12 or return home whichever is sooner. For the 23 children involved in the Supervised Visitation Program, the average number of days in foster care was 423.78. Of the 23 children: 15 have returned home; for 4, the goal is Reunification with their parents; 2 have a goal of Adoption and 1 was placed in a permanent foster family arrangement. The difference in the number of foster care days for the children not in the Supervised Parenting program and the children in the program was 175.6 days. The average cost per child was \$2,795.55 (175.6 days x 15.92 daily average rate). This number multiplied by 23 children in the program equals a minimum of \$64,297.65 savings for the children's who had open cases between 10/1/10 -9/30/11. Since 10/1/11, 60 Foster Care children have been involved with the Supervised Visitation Program. 60 multiplied by \$2,795.55 = \$167,733.00 projected savings. The Supervised Visitation Program also served 12 children involved wiht Children's Protective Services. The average number of days out of home for these 12 children is 1.67. (see below).

V. PROGRAM DESCRIPTION – Must be completed for all components, except those being terminated, each year. (Narrative may be attached)

The Supervised Visitation Program provides supervised face-to-face parent contact while demonstrating to parents appropriate parenting techniques, discipline and family interaction. The affected families are those having children under the Court jurisdiction through Neglect/Abuse and those children not under Court jurisdiction but are a CPS Category I, II, or III or children likely to come under the jurisdiction of the Court. The areas of intended impact include number of youth petitioned, number of adjudications and number of days in family foster care. The focus of the Supervised Visitation Program is to provide early intervention to treat within the child's home and to effect early return from foster or institutional care. The contracted person/s would be responsible for providing a safe, nurturing environment for parenting time and will assist in furthering the development of parenting skills that are healthy and promote child well being. Cases will be assigned by the DHS Supervised Visitation Contract Manager via a referral from DHS staff through which a written visitation plan will be developed that incorporates parenting time schedules, locations, and parenting issues that need be addressed. Some of the duties of the Supervised Visitation contract person/s will include; coordinating and arranging visits (including transportation), maintaining a visitation environment that is healthy for all and interceding on the children's behalf if inappropriate behaviors are observed, providing parental direction, maintain ongoing conferencing with DHS staff, testifying in court, completing required documentation, and enforcing visitation specific court requirements.

AUTHORITY: P.A. 87 of 1978.  
 COMPLETION: Is required.  
 CONSEQUENCE FOR NONCOMPLETION: Child care funds will not be reimbursed.

The Department of Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to a DHS office in your county.

## Notes

Edit	Date	Saved By	Comments
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2012-Child Care Fund  
Expenses

Amount Used Each Month

	Amount Appropriated	Amount Used Each Month												Year to Date	Balance Remaining	Percentage Spent
		January	February	March	April	May	June	July	August	September	October	November	December			
County Foster Care	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00	\$12,000.00	0.00%
Private Foster Care	\$50,000.00	\$0.00	\$0.00	\$0.00	\$764.26	\$0.00	\$0.00							\$764.26	\$49,235.74	1.53%
Out of County Detention	\$40,000.00	\$0.00	\$150.00	\$4,500.00	\$7,800.00	\$4,650.00	\$1,050.00	\$600.00						\$18,750.00	\$21,250.00	46.88%
Private Institution Placement	\$200,000.00	\$0.00	\$11,550.24	\$10,870.36	\$14,163.68	\$22,114.84	\$30,531.42	\$27,789.97						\$117,020.51	\$82,979.49	58.51%
Wolverine Work Weekend	\$20,000.00	\$0.00	\$268.50	\$264.00	\$528.00	\$0.00	\$0.00	\$369.00						\$1,429.50	\$18,570.50	7.15%
State Chargebacks	\$200,000.00	\$0.00	\$0.00	\$16,669.68	\$11,916.93	\$27,571.68	\$14,357.66	\$10,629.93						\$81,145.88	\$118,854.12	40.57%
Basic Grant (ISD)	\$15,000.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$0.00	\$0.00						\$9,375.00	\$5,625.00	62.50%
In-Home Truancy (ISD)	\$10,966.00	\$1,370.70	\$1,370.70	\$1,370.70	\$1,370.70	\$1,370.70	\$0.00	\$0.00						\$6,853.50	\$4,112.50	62.50%
Professional Consulting	\$48,000.00	\$0.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00						\$8,000.00	\$40,000.00	16.67%
Independent Living	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00	\$5,000.00	0.00%
STOP Drug Tests	\$9,000.00	\$125.00	\$200.00	\$175.00	\$150.00	\$90.00	\$165.00	\$190.00						\$1,095.00	\$7,905.00	12.17%
STOP Assessments	\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$480.00	\$0.00						\$480.00	\$3,520.00	12.00%
STOP Counseling	\$8,000.00	\$450.00	\$660.00	\$0.00	\$990.00	\$0.00	\$0.00	\$0.00						\$2,100.00	\$5,900.00	26.25%
In-Home Psychological	\$15,000.00	\$0.00	\$0.00	\$0.00	\$440.00	\$165.00	\$220.00	\$220.00						\$1,045.00	\$13,955.00	6.97%
Cell Phone	\$600.00	\$23.63	\$23.63	\$23.63	\$0.00	\$0.00	\$0.00	\$13.32						\$84.21	\$515.79	14.04%
Telephone-JC3	\$1,500.00	\$0.00	\$16.70	\$16.70	\$17.57	\$0.00	\$0.00	\$0.00						\$50.97	\$1,449.03	3.40%
Travel	\$6,000.00	\$0.00	\$146.00	\$204.00	\$386.50	\$407.50	\$108.00	\$0.00						\$1,252.00	\$4,748.00	20.87%
Office Equip and Maint.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00	\$1,000.00	0.00%
In-Home Meals/Mileage	\$1,000.00	\$0.00	\$10.18	\$63.47	\$8.46	\$146.68	\$0.00	\$203.50						\$432.29	\$567.71	43.23%
Employee Training	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00	\$1,000.00	0.00%
Imaging/Data Workflow	\$20,000.00	\$0.00	\$7,393.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$7,393.80	\$12,606.20	36.97%
Books	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00	\$200.00	0.00%
Memberships/Subscriptions	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						\$0.00	\$600.00	0.00%
Insurance and Bonds	\$1,260.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,318.92	\$0.00						\$1,318.92	-\$58.92	104.68%
Supplies/Printing/Postage	\$1,200.00	\$0.00	\$98.16	\$59.04	\$111.79	\$47.76	\$203.96	\$60.47						\$581.18	\$618.82	48.43%
RDSS	\$5,000.00	\$0.00	\$551.90	\$937.23	\$385.70	\$0.00	\$182.00	\$538.00						\$2,594.83	\$2,405.17	51.90%
Non-reimbursable	\$5,000.00	\$25.00	\$772.00	\$1,272.00	\$225.00	\$250.00	\$528.00	\$835.00						\$3,907.00	\$1,093.00	78.14%
		\$3,869.33	\$29,086.81	\$42,300.81	\$41,133.59	\$58,689.16	\$49,144.96	\$41,449.19	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$265,673.85		

2012-Child Care Fund  
Revenue

Amount Used Each Month

	Amount Appropriated	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date	Balance Remaining	Percentage Received
Juvenile Officer Salary	\$27,317.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,829.26	\$0.00	\$0.00						\$6,829.26	\$20,487.74	25.00%
Chargeback for State Ward	\$261,000.00	-\$678.32	\$4,866.65	\$13,155.52	\$11,056.83	\$11,839.60	\$15,011.77	\$12,401.30						\$67,653.35	\$193,346.65	25.92%
Basic Grant	\$15,000.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$0.00	\$5,625.00						\$15,000.00	\$0.00	100.00%
Child Care Reimbursement	\$50,000.00	\$0.00	\$9.38	\$451.00	\$81.10	\$505.63	\$9.38	\$0.00						\$1,056.49	\$48,943.51	2.11%
Court Social Security	\$1,000.00	\$456.00	\$456.00	\$0.00	\$446.00	\$446.00	\$20.00	\$5.00						\$1,829.00	-\$829.00	182.90%
County Ward	\$3,000.00	\$939.77	\$1,809.44	\$797.91	\$594.30	\$2,235.67	\$1,444.13	\$1,053.38						\$8,874.60	-\$5,874.60	295.82%
Collection Fees	\$6,000.00	\$501.83	\$908.98	\$517.57	\$0.00	\$1,590.34	\$719.11	\$774.87						\$5,012.70	\$987.30	83.55%
Receipts for Non-Reimburse	\$1,000.00	\$5.00	\$17.00	\$5.00	\$481.06	\$11.00	\$26.00	\$0.00						\$545.06	\$454.94	54.51%
Intense Probation	\$84,102.00	\$6,095.07	\$6,018.67	\$6,566.03	\$6,237.82	\$8,830.63	\$6,496.58	\$11,125.19						\$51,369.99	\$32,732.01	61.08%
STOP Program	\$12,161.00	\$920.85	\$903.35	\$79.70	\$842.52	\$332.60	\$357.15	\$648.92						\$4,085.09	\$8,075.91	33.59%
Juveile ISD	\$11,932.00	\$1,124.62	\$1,124.62	\$982.98	\$979.06	\$1,103.12	\$332.47	\$582.34						\$6,229.21	\$5,702.79	52.21%
JC3 Program	\$43,027.00	\$3,121.92	\$3,121.92	\$1,593.24	\$2,447.49	\$3,448.76	\$2,681.53	\$3,427.07						\$19,841.93	\$23,185.07	46.12%
RDSS	\$5,000.00	\$0.00	\$0.00	\$1,673.34	\$956.70	\$487.13	\$445.00	\$182.00						\$3,744.17	\$1,255.83	74.88%
Social Services Misc.	\$0.00	\$5.00	\$1.00	\$0.00	\$46.83	\$6.00	\$18.00	\$6.00						\$82.83	-\$82.83	100.00%
Transfer In-General Fund	\$492,932.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$100,000.00						\$300,000.00	\$192,932.00	60.86%
		\$14,366.74	\$121,112.01	\$27,697.29	\$26,044.71	\$139,540.74	\$27,561.12	\$135,831.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$492,153.68		

**MONTHLY REPORT ON FOSTER CARE UNDER THE FAMILY  
DIVISION OF THE CIRCUIT COURT**

State of Michigan Department of Human Services  
October 1, 2011 through September 30, 2012

County Tuscola
Reporting Period (Month & Year) July 2012

NOTE: See Non-discrimination and PA 431 information on page 3.

**SECTION A:**

Children provided care, total days care provided under the jurisdiction of the Family Division of the Circuit Court, and expenditures by order of the family court judge of probate from the Child Care Fund.

Line (1)	Type of Care (2)	Total Number of Children (3)	Number of Children Placed This Mo. (3a)	Days Care Provided (4)	Gross Expenditures (5)	Adjustments <sup>1/</sup> (6)	Adjusted Reimbursable Expenditures (7)	Total Budget (8)	Total Remaining (9)
1.	III. Family Foster Care								
2.	A. Court Supervised								
3.	1. Family Foster Care Payments . . . . .	19		484	\$8,650.66	\$0.00	\$8,650.66		
4.	2. Other (non-scheduled) payments (NSP). . . .				\$415.17	\$0.00	\$415.17		
5.	B. Private Agency - In-State								
6.	1. Family Foster Care payments . . . . .	4		120	\$5,147.70	\$0.00	\$5,147.70		
7.	2. Other (non-scheduled) payments (NSP). . . .				\$0.00	\$0.00	\$0.00		
7a.	C. Private Agency - Out-Of-State								
7b.	1. Family Foster Care payments . . . . .				\$0.00	\$0.00	\$0.00		
7c.	2. Other (non-scheduled) payments (NSP) . . . .				\$0.00	\$0.00	\$0.00		
8.	Total Family Foster Care (Sum of lines 3 & 6 for col. 3 & 4 and sum of lines 3, 4, 6 and 7 for col 5, 6 & 7) . .	23	0	604	\$14,213.53	\$0.00	\$14,213.53	\$208,500.00	\$56,257.50
9.	II. INSTITUTIONAL CARE								
10.	A. Court Operated								
11.	1. Detention . . . . .				\$0.00	\$0.00	\$0.00		
12.	2. Group Care Facility . . . . .				\$0.00	\$0.00	\$0.00		
13.	3. Shelter Care Facility . . . . .				\$0.00	\$0.00	\$0.00		
14.	4. Other: . . . . .				\$0.00	\$0.00	\$0.00		
15.	B. Another County's Institution (Court or DSS)								
16.	1. Institutional Care payments . . . . .				\$0.00	\$0.00	\$0.00		
17.	2. Other (non-scheduled) payments (NSP) . . . . .				\$0.00	\$0.00	\$0.00		
18.	C. Private Institution - In-State								

19.	1. Institutional Care payments . .	2		53	\$10,377.52	\$0.00	\$10,377.52		
20.	2. Other (non-scheduled) payments (NSP) . .				\$0.00	\$0.00	\$0.00		
20a.	D. Private Institution - Out-Of-State								
20b.	1. Institutional Care payments . .				\$0.00	\$0.00	\$0.00		
20c.	2. Other (non-scheduled) payments (NSP) . .				\$0.00	\$0.00	\$0.00		
21.	TOTAL INSTITUTIONAL CARE (sum of lines 11-14, 16 and 19 for col. 3 & 4 and sum of lines 11-14, 16, 17, 19 and 20 for col. 5,6 & 7) . .	2	0	53	\$10,377.52	\$0.00	\$10,377.52	\$123,600.00	\$(25,091.55)
22.	III. TOTAL IN-HOME CARE (Total from Column 4, Grand Total of Section B)				\$4,750.85	\$0.00	\$4,750.85	\$54,660.00	\$25,182.71

<sup>1/</sup> Includes debit and credit correction transfers (Journal entry corrections of over or under reported expenditures or revenue).

Line (1)	Type of Care (2)	Number of Children (3)	Number of Children Placed This Mo.	Days Care Provided (4)	Gross Expenditures (5)	Adjustments <sup>1/</sup> (6)	Adjusted Reimbursable Expenditures (7)	Total Budget (8)	Total Remaining (9)
23.	IV. INDEPENDENT LIVING								
24.	A. Per Diem [payments . . . . .				\$0.00	\$0.00	\$0.00		
25.	B. Other (non-scheduled) . . . . .				\$0.00	\$0.00	\$0.00		
26.	TOTAL INDEPENDENT LIVING (Line 24 of col. 3 & 4 & sum of lines 24 & 25 for col. 5, 6 & 7) . . . . .	0		0	\$0.00	\$0.00	\$0.00	\$15,000.00	\$11,565.24
27.	TOTAL ADJUSTED EXPENDITURES SUBJECT REIMBURSEMENT AT 50% (Sum of lines 8,21 22 AND 26) . . . . .	25		657	\$29,341.90	\$0.00	\$29,341.90	\$401,760.00	\$67,913.90
28.	V. RECEIPTS APPLICABLE TO CCF REIMBURSABLE EXPENDITURES				<u>RECEIPTS</u>				
29.	A. Net Probate Court Ordered Collections (75% of Gross Collections. <sup>2/</sup> . . . . .				\$0.00				
30.	B. Government Benefit Collections . . . . .				\$0.00				
31.	C. Other Receipts . . . . .				\$2,431.03				
32.	Total Receipts Applicable to CCF Reimbursement (Sum of lines 29, 30, 31) . . . . .					\$2,431.03			
33.	NET EXPENDITURES SUBJECT TO (50%) REIMBURSEMENT (Line 27 less line 32) . . . . .					\$26,910.87			
34.	FOSTER CARE DURING RELEASE APPEAL PERIOD (100% Reimbursable) Attach Court Order(s) . . . . .						\$		
35.	TOTAL STATE REIMBURSEMENT DUE (50% of Line 33 plus 100% of line 34) . . . . .					\$13,455.44			

36.	NET AUDIT ADJUSTMENT (INDICATE PLUS OR MINUS) Within current Fiscal Year Specify Month(s) .....	\$0.00
37.	TOTAL STATE REIMBURSEMENT (Sum of line 35, plus or minus line 36) .....	\$13,455.44

.1/ Includes debit and credit correction transfers (Journal entry corrections of over or under reported expenditures or revenue).  
.2/ 25% may be deferred to offset costs of court ordered collection and deposited in the general fund.

**SECTION B:** Expenditures made under the In-Home Care program as authorized by Section 117e of Act 87, PA 1978.

Line (1)	Service Component (Specify/Identify Component) (2)	Total Grant Amount (3)	Current Month Expenditures (4)	Expenditures Fiscal Year To Date (5)	Balance (Col. 3-Col. 5) (6)
1	Supervised Visitation 2012	\$ 54,660.00	\$ 4,750.85	\$ 29,477.29	\$ 25,182.71
	<b>GRAND TOTAL</b>	<b>\$54,660.00</b>	<b>\$4,750.85</b>	<b>\$29,477.29</b>	<b>\$25,182.71</b>

**SECTION D:**

<p><b>CERTIFICATION</b> I certify that (to the best of my knowledge and belief) the data contained in these reports are correct and in accord with the instructions and definitions established by the Department of Human Services for this report; that this is a correct statement of expenditures and that the net reimbursable expenditures represent no cost for capital outlay. Appropriate documentation is available and will be maintained to support costs reported.</p>	<p>The Department of Human Service (DHS) will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, political beliefs or disability. If you need help with reading, writing, hearing, etc., under the Americans with Disabilities Act, you are invited to make your needs known to an DHS office in your county.</p>
<p>Family Court Judge (signature) _____ Date _____</p>	<p><b>AUTHORITY:</b> P.A. 280 of 193 and Section 117 E of Act 87 of P.A. 1978. <b>COMPLETION:</b> Voluntary</p>

DHS-206 (Rev. 7-00) Previous edition may be used. MS Word-97

Document Status:	Returned for Edit
County Comments:	
CCF Admin Comments:	DHS is amending to cover this. 8/17/12 Janie
Email Notifications:	<input type="checkbox"/> schaferk@michigan.gov <input type="checkbox"/> rosalesh@michigan.gov <input type="checkbox"/> thalhammera@michigan.gov

	<input type="checkbox"/> rossC3@Michigan.gov <input type="checkbox"/> <input type="checkbox"/>
Email History:	<b>Auto notification sent to schaferk@michigan.gov at 8/17/2012 2:46:29 PM</b>

Signed Keith-Schafer of JJOLT Admin DHS (CS990012355) on 8/14/2012 11:13:15 AM  
Saved by Janie-Ross of JJOLT Admin DHS (CS990012355), not signed 8/17/2012 2:46:28 PM

Signature:

Save

C

2013 Budget Development Calendar		
12-Sep	Budget forms sent electronically to departments	Controller
12-Sep to 14 Sep	Controller meets and explains budget forms to each department and answers questions	Controller and Departments
12-Sep to 26-Sep	Revenue-expenditure projections and requests for 2012 and 2013 prepared by departments	Departments
26-Sep	Deadline to submit budget projections, requests and forms to Controller	Departments
27-Sep to 10-Oct	Controller conducts meetings with individual departments to review and discuss department projections and requests	Controller and Departments
11-Oct	Department revenue-expenditure requests and projections compiled by Controller for review by Finance Committee	Controller/ Finance Committee
12-Oct to 22-Oct	Controller and finance commissioners prepare first draft 2013 budget	Controller/ Finance Committee
23-Oct	Board reviews first draft balanced 2013 budget - makes changes and approves submittal to departments	Board
24-Oct	First draft 2013 budget sent to departments for review	Controller
24-Oct to 7-Nov	Controller and finance commissioners meet with departments who have remaining budget issues/concerns	Controller/ Finance Committee
13-Nov	Board reviews second draft balanced 2013 budget - makes changes and approves submittal to departments	Board
14-Nov	Public hearing newspaper notice prepared/submitted	Controller
17-Nov	Public notice in newspaper	Controller
29-Nov	Public hearing conducted	Board
Nov 29 or Dec 11	Final 2013 budget revisions and adoption	Board

## Tentative Budget Development Meeting Schedule

Department	Contact	Tentative Meeting Date and Time
Treasurer	Pat Donovan	October 2, 2012 - 8:30 A.M.
MSU Extension	Joe Bixler	October 2, 2012 - 9:30 A.M.
Computer Operations	Eean Lee	October 2, 2012 - 10:30 A.M.
Buildings and Grounds & Park & Recycling	Mike Miller	October 2, 2012 - 1:00 P.M.
Drain Commission & Drain-at-Large	Bob Mantey	October 2, 2012 - 2:00 P.M.
Sheriff	Lee Teschendorf	October 2, 2012 - 3:00 P.M.
Thumb Narcotics Unit	Doug Rogers	October 3, 2012 - 8:30 A.M.
County Planning Commission	Keith Kosick	October 3, 2012 - 9:30 A.M.
Emergency Services	To be determined	October 3, 2012 - 10:30 A.M.
Animal Control	Jim Matson	October 3, 2012 - 11:30 A.M.
Board of Public Works	Don Duggar	October 3, 2012 - 1:00 P.M.
Health Department & Medical Exam.	Gretchen Tenbusch	October 3, 2012 - 2:00 P.M.
Veterans	Ron Amend	October 3, 2012 - 3:00 P.M.
Economic Development	Steve Erickson	October 3, 2012 - 3:30 P.M.
Friend of the Court	Nancy Thane & Donna Fraczek	October 4, 2012 - 8:30 A.M.
Child Care Human Services	Karen Southgate	October 4, 2012 - 9:30 A.M.
Child Care Probate Juvenile	Shelia Long	October 4, 2012 - 10:30 A.M.
Department of Human Services		October 4, 2012 - 11:30 A.M.
Dispatch	Bob Klenk	October 4, 2012 - 1:00 P.M.
Mosquito Abatement	Kim Green & Rich Colpy	October 4, 2012 - 2:00 P.M.
Senior Citizens	Brian Neuville	October 4, 2012 - 3:00 P.M.
Medical Care Facility	Margot Rodel & Maggie Root	October 4, 2012 - 4:00 P.M.
Courts	Donna Fraczek	October 5, 2012 - 8:30 A.M.
Adult Probation	Charles Walker	October 5, 2012 - 10:30 A.M.
Clerk and Elections	Margie White	October 5, 2012 - 11:00 A.M.
Qualization	Walt Schlichting	October 5, 2012 - 1:00 P.M.
Prosecutor	Mark Reese	October 5, 2012 - 2:00 P.M.
Register of Deeds	Dan Grimshaw	October 5, 2012 - 3:00 P.M.

## Revenue Sharing and CIP Payments

- Automatic payment of 80% of allocated payments to eligible counties – no compliance requirements.
- Remaining 20% of allocated payment to eligible counties will be based on compliance with three categories, known as the County Incentive Program (CIP)

Counties will receive one-third of the remaining 20% for compliance with each of the three categories.





## 3 Categories for CIP Compliance

- 1) **Accountability and Transparency – Deadline October 1, 2012**  
Citizens Guide      Performance Dashboard      Projected Budget
- 2) **Consolidation of Services – Deadline February 1, 2013**  
Previous consolidations      One new planned consolidation
- 3) **Employee Compensation – Deadline June 1, 2013**  
Compliance with the PA 152 Publicly Funded Health Insurance Contribution Act  
OR  
Compliance with Legislatively Mandated Employee Compensation Plan



# ACCOUNTABILITY AND TRANSPARENCY

DEADLINE OCTOBER 1, 2012

- **Citizen's Guide of Local Finances**

- This information can be pulled from your most recent F-65 and MUST include a recognition of all unfunded liabilities

- **Performance Dashboard**

- County has full discretion on what to measure
- Examples may be found on MAC Website – Resources: Education and Training: Michigan County Models: Transparency (<https://micounties.org/Members/education&training.php>) or on the Department of Treasury website [http://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197\\_58826\\_62393\\_62406--,00.html](http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826_62393_62406--,00.html))

- **Projected Budget**

- Current fiscal year and immediately following fiscal year
- Include revenues and expenditures, debt service requirements and an explanation of the assumptions used for the projections

*Copies of Citizens Guide, Dashboard and Projected Budget must be submitted to the Department of Treasury by deadline*



## CONSOLIDATION OF SERVICES DEADLINE FEBRUARY 1, 2013

- **Consolidation Plan**
  - A list of any previous services consolidated with an estimated cost savings amount for each consolidation
  - One or more new proposals to increase existing levels of cooperation, collaboration and consolidation either within the county or with other jurisdictions, an estimate of the potential savings and a timeline for implementation.
  - Savings may be based on an annual amount or over a defined period of time.
  - Make the plan available for public viewing in the county clerk's office or post online.
  - Template available for consolidation of services portion on state website coming soon: [http://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197\\_58826-259610--00.html](http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826-259610--00.html) \* (you can also create your own)



## EMPLOYEE COMPENSATION DEADLINE JUNE 1, 2013

One of Two ways to comply with Category 3:

1. Certify Compliance with PA 152 – the Publicly Funded Health Insurance Contribution Act
  - Fill out and submit form 4978 available on the Department of Treasury website: [http://www.michigan.gov/documents/treasury/4978\\_384021\\_7.pdf](http://www.michigan.gov/documents/treasury/4978_384021_7.pdf)
  - The form walks you through which way your county opted to comply with PA 152 – the Publicly Funded Health Insurance Contribution Act.
  - For 80/20 or Opt Out proof needs to be attached – copies of the resolution or meeting minutes will suffice. *\*There is no need for documental proof of hard cap compliance.*
2. Develop and make available an Employee Compensation Plan
  - Must comply with a full list of items that are available on the Department of Treasury website : [http://www.michigan.gov/treasury/0,4679,7-121-1751\\_2197\\_58826-259611--,00.html](http://www.michigan.gov/treasury/0,4679,7-121-1751_2197_58826-259611--,00.html)
  - No template available for this option - *You must write up your intent to comply with each item on the list*



County Incentive Program (CIP)  
Estimated date of payments for counties

Countries that meet all 3 compliance standards by the correct deadlines, can expect estimated payments according to the regularly scheduled revenue sharing payment schedules.

A reconciliation payment will be made in August, 2013 to make sure counties receive all the funding they are entitled to under the program.

## Questions?

**Thank you**, if you have specific questions on the  
CLP program and compliance please contact  
the Department of Treasury at  
[colee@michigan.gov](mailto:colee@michigan.gov) or 517-373-2864

- OR -

Contact Deena Bosworth,  
[bosworth@miccounties.org](mailto:bosworth@miccounties.org) for more information  
from MAC.

**Mike Hoagland**

**From:** Jim Olson [Jim\_Olson@mgtamer.com]  
**Sent:** Friday, September 14, 2012 10:29 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Cost Plan Update Agreement

Hi Mike:

Per our telephone conversation today this is an email that is requesting a one year extension of our Cost Allocation Plan contract. The current contract, which was signed by the Board on July 27<sup>th</sup>, 2010 was for the preparation of the 2009, 2010 and 2011 Cost allocation plan for \$7,000 each year. The contract also provides for 2 one year extensions if agreed upon by the parties. We are requesting an email from you that confirms your intent to exercise the first of the two year extensions for \$7000.

Please send me an email confirming the same.

Thanks,  
Jim

James R. Olson  
Principal  
MGT of America, Inc.  
Midwest Operations  
2343 Delta Road  
Bay City, Michigan 48706  
989-316-2220  
FAX 989-316-2443



## County votes to oppose '25 by 25'

Published: Thursday, September 13, 2012 8:24 AM EDT

**By Nich Wolak**  
**Tribune Staff Writer**

The Huron County Board of Commissioners voted unanimously Tuesday to oppose Michigan Ballot Proposal 3, more commonly known as "25 by 25."

The proposal would amend the state constitution to require utilities to generate at least 25 percent of all electricity from renewable resources by 2025.

The state currently has a goal of reaching 10 percent by 2015 through the Michigan Clean, Renewable, and Efficient Energy Act of 2008.

The board also voted to join the Clean Affordable Renewable Energy (CARE) for Michigan Coalition, which opposes the proposal. CARE claims that "25 by 25" would cost the state at least \$12 billion, and require at least 31,000 wind turbines if they tried to reach the requirement solely through wind energy.

Ron Chriss, a regional manager for DTE energy, made a presentation to the board about CARE's fight against "25 by 25."

"I'm a guy out here asking for them (windmills), saying they're good, but it has to be done the

9/14/2012

right way,” Chriss said. “... If the right technology is there and it takes us there, we are more than happy to go in that direction. But right now it has not proven to be a great baseload generation. What happens on a July day when it is one of those 95 degree days? Typically the wind is not blowing. ... I don’t know what my CEO is going to do when we have to put all this in, and 25 percent of our generation comes from a renewable source. I don’t know how much more he is going to want to spend on some of the other amenities.”

Chriss said that other forms of renewable resources would likely decrease if the proposal passed.

“I don’t want to say we would be done with solar, digesters, biomass, and all that, but in order to make that 10-year plan, we have to go for the biggest ... and that’s wind,” he said.

He said that if the 31,000-plus wind turbines needed were lined up on I-75 from the Ohio border to Sault Ste Marie, there would be one every 1,000 feet.

He said that this increase and a likely subsequent increase in user fees would cause chaos.

“If this passes, we’re going to be in board rooms like this and we’re going to have to go hit Lansing and get some sort of state ordinance,” Chriss said. “.... You guys are going to be upset. Yeah, it’s job security for me. But I’m going to be a hated man because I’m going to be in here saying ‘we gotta, we gotta, we gotta’, and there’s nothing I can do because it’s a constitutional amendment. They didn’t go the legislative route because they knew it would not pass. This is their way of buying their way onto the ballot.”

Chriss claimed that several left wing environmental groups were responsible for getting the proposal on the ballot. He urged the commissioners to join CARE as soon as possible, as absentee ballots and the election cycle would be coming soon.

“You guys are watched because this is where all the activity is going,” Chriss said.

The commission went on to read and unanimously vote for an already written proposal opposing “25 by 25.”

The proposal cited how the amendment was missing a bi-partisan proponent like the 2008 law, that the constitution was not the place for energy policy and would hurt state flexibility, that there would be additional costs to customers, and that the additional wind turbines would take up a significant amount of state land.

County attorney Stephen Allen said he was opposed to “25 by 25” as an amendment to the constitution.

“I think, from a legal standpoint, the constitution should be the foundation of our government, and not necessarily for setting policy,” Allen said. “The constitution takes a long view of what government should be. In my mind it’s not an appropriate matter for the constitution, energy policy.”

When asked if it would be appropriate for the commission to join CARE after already passing a resolution opposing “25 by 25,” Allen said it ultimately was a political decision for the board to make.

“My initial reaction is that I’m not wild about a governmental entity joining organizations as a general proposition, but I’d like time to think.”

“Can we think for you?” Commissioner John Horny asked.

“Sure, and that’s your job,” Allen said.

“I would say that we passed a good resolution, and that we do not join a public service commission who have interests of their own, and not necessarily always the county’s, Horny said. “I would go along with one and not the other.”

Board Chairman Clark Elftman said he agreed with Allen.

“... If individuals want to join this CARE, and list themselves as Huron County Board of Commissioners members, I don’t see anything wrong with that,” he said. “I agree with Steve (Allen) that a governmental body (shouldn’t get involved). We speak for the people.”

Commissioner Ron Wruble said he viewed joining CARE as a necessity.

“If this passes, and Ron (Chriss) explained it very well earlier, do you know what it’s going to do to this county?” Wruble asked. “Do you know what this county is going to look like in however many years, moreso than what it’s already going to look like? You might as well move the swingset behind your house because there’s a turbine going up. I think that this board needs to jump on it as a body, and I agree with what Mr. Chriss says. People are watching what goes on in this boardroom because we’re kind of at the forefront of ... (this) business, whether we like it or not. We need to stand up.”

Commissioner John Bodis said that he would join CARE as an individual if the board decided not to. He also brought up the possibility of CARE referencing the county’s resolution, if they decided not to directly join.

Commissioner Steve Vaughan, who represents District No. 4, said that he thought CARE’s interests were in line with the county’s, and that by joining CARE they might help sway urban voters.

“Having the largest amount of wind energy in my district, than any other district in this county I would like this board to support this if we could,” Vaughan said. “... If we at least stand up for it ... they’re going to say ‘hey, the people that have the most interest in this are standing up for it’.”

Elftman said that he would not be opposed to signing a document to join CARE if the board decided to pass it.

Vaughan said he believed it was “in the board’s best interest” and that it wouldn’t be anything they’d be “short-changed on,” before making a motion to sign an agreement in support of CARE.

The motion was passed without opposition.

**RESOLUTION**

To: The Honorable Board of Commissioners  
Huron County  
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, in 2008, the Michigan Legislature passed a landmark, bi-partisan supported, comprehensive energy law crafted to ensure reliable, clean, and affordable energy for Michigan families and businesses for years to come; and

WHEREAS, the 2008 law requires Michigan to generate 10% of its electricity from renewable sources such as wind, solar, hydro, and biomass by 2015 and was negotiated after more than two years of thoughtful debate; and

WHEREAS, on November 6, 2012, the residents of Michigan will be asked to vote for a constitutional amendment commonly known as "25x25" and, if approved, will Constitutionally mandate that 25% of Michigan's electricity come from renewable sources; and

WHEREAS, the constitution is not the place for energy policy and, if approved, will strip the state legislature of the flexibility it needs to meet our evolving energy needs; and

WHEREAS, to meet the 25% standard by 2025 will cost customers at least ten billion dollars; and

WHEREAS, if approved, this requirement will dramatically change Michigan's landscape. Michigan would need at least 5,000 megawatts more of renewable energy generating capacity to meet a 25% renewable standard; and

WHEREAS, if the state relied solely on wind energy to meet the requirement, it would need as many as 3,100 wind turbines, 500 feet in height, occupying 500,000 acres of land, all across Michigan – and maybe even in the Great Lakes; and

WHEREAS, relying primarily on solar energy would significantly raise the price of electricity. Also, to erect that many wind turbines or solar panels in such a short time period would likely require the state to override local government control to reach 25% by 2025; and

WHEREAS, Frank J. Kelly Michigan Attorney General for 37 years, publically opposes constitutional amendment "25x25" and has stated:

*"This scheme would mandate that 25% of all energy produced for use in Michigan would be from the sun, wind or other renewable sources by the year 2025. This would allow this special interest group to put millions of dollar's worth of wind turbines and solar generation all over Michigan's landscape, without any proof that such tremendous investment can be utilized or will be even needed after its installation."*

*"In my considered judgment, this "25 x 25" proposal to amend the Constitution this fall is a reckless abuse of constitutional law and would take away our rights and flexibility to provide our families and corporations with reliable electrical service in the future.";* now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners strongly urges the electorate of the County of Huron and the State of Michigan to oppose this amendment and vote to protect our constitution from those who would use it to further their financial ends.

Respectfully submitted,

LEGISLATIVE COMMITTEE

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John A. Nugent, Chairman

---

Steve Vaughan, Vice Chairman

---

John L. Bodis, Member

Dated: September 11, 2012

Resolution Adopted: September 11, 2012

Roll Call Vote:

Horny    Yes     No     Absent   
Peruski    Yes     No     Absent   
Elftman    Yes     No     Absent   
Vaughan    Yes     No     Absent

Bodis    Yes     No     Absent   
Wruble    Yes     No     Absent   
Nugent    Yes     No     Absent



**Mike Hoagland**

**From:** Laura Tyll [laura@huroncounty.com]  
**Sent:** Tuesday, September 11, 2012 9:39 AM  
**To:** mhoagland@tuscolacounty.org  
**Subject:** Invoice & Interlocal Agreement

**Attachments:** Interlocal Agreement Sept 2012.doc; Resolution for interlocal agreement.doc; Tuscola County Bill 9102012.pdf; Wheeler twp letter attachment a.pdf

Mike – please find enclosed an interlocal agreement and sample resolution, for your use. Please have your Board of Commissioners pass and can you sign the agreement and send back to me? I have also enclosed the latest bill in the appeal process using the formula outlined in the agreement that everyone agreed upon. We plan on having a meeting in October to go over details of appeal and process. Thanks for all your help, please let me know if you have any questions.

Huron County EDC  
250 E. Huron Ave. #303  
Bad Axe, MI 48413  
989.269.6431  
laura@huroncounty.com

## **Michigan Renewable Energy Collaborative Attorney Fee Agreement**

This Interlocal Agreement is entered into pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et seq, by and between a number of public agencies, as defined by MCL 124.502(e), for the purpose of sharing in all legal expenses related to the prosecution of an appeal from a decision of the State of Michigan Tax Commission pertaining to a new trending/multiplier table for determining true cash value for personal property.

### **Recitals**

The Michigan Renewable Energy Collaborative (hereinafter the “Collaborative”) is a group of public agencies that have a common interest in the development of commercial wind turbine electrical generators and currently consists of the counties of Huron, Sanilac, Gratiot, Mason and Tuscola, but the Collaborative may expand or contract in composition, pursuant to the terms of this Interlocal Agreement;

All public agencies entering into this Interlocal Agreement exist within a community or communities which have been identified as a favorable geographic location for the development of commercial wind turbine electrical generators as a mechanism for renewable electric energy for the general benefit of all citizens;

The commercial wind turbine generators intended for or being used for the generation of renewable energy have been defined by the State of Michigan as personal property for the purpose of any ad valorem taxation of those turbines;

The Michigan State Tax Commission recently promulgated a new trending/multiplier table (usually understood to be a depreciation table) to determine the true cash value of personal property for purposes of ad valorem taxation, which a number of public agencies dispute as an accurate reflection of the true cash value of those turbines;

The new trending/multiplier table will result in a substantial loss of revenue to all of the public agencies that are entitled to a share of those ad valorem taxes;

The new trending/multiplier table has recently been used for the ad valorem taxation of wind turbines in Wheeler Township, in Gratiot County and that decision is being appealed to the Michigan Tax Tribunal, under the case caption of *Detroit Edison Company v Wheeler Township & Detroit Edison Company vs. Bethany Township – Tax Appeals*, by the law firm of Clark Hill PLC;

The legal fees being charged by the law firm of Clark Hill PLC are set forth in a letter from the attorney at Clark Hill responsible for the prosecution of the appeal, dated June 14, 2012 and addressed to Mr. Jerry Rohde, Supervisor of Wheeler Township and Mr. Don Long, Supervisor of Bethany Township, of which fee rate is not expected to

exceed \$260.00 per hour for services rendered (a copy of said letter is attached hereto and marked as Attachment A);

All public entities to this Interlocal Agreement have an interest in and will be affected by the ultimate resolution of this appeal on the appropriateness of the use of the new trending/multiplier table;

The five counties involved in the Collaborative, as set forth hereinabove, have each agreed to assume the responsibility for absorbing the legal expense pertaining to the prosecution of the appeal for the various other public agencies located within the respective counties, hence, Gratiot County is involved in the appeal on behalf of Wheeler Township, one of its local communities;

Pursuant to MCL 124.504, a public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority that the agencies share in common and that each might exercise separately;

Pursuant to MCL 124.505(1), a joint exercise of power under the authority of the Urban Cooperation Act shall be made by contract or contracts in the form of an interlocal agreement;

The purpose of this Interlocal Agreement is to equitably share in the legal expense directly related to the prosecution of an appeal of the decision to use the new trending/multiplier table for the purpose of taxation of wind turbine generators.

#### **Agreement**

1. The parties agree that the governing body for the parties to this Interlocal Agreement shall adopt a written resolution authorizing the public agency's participation in this agreement and attach a copy of said resolution to an executed copy of this Interlocal Agreement and forward a copy of same to each member of the Collaborative;
2. Legal costs are defined as actual attorney fees billed by the Attorneys handling the appeal on behalf of the parties to this agreement at the rate of \$260.00 per hour, as well as the billable costs expended by said attorneys in conjunction with the prosecution of said appeal.
3. The parties agree that 50% of the legal costs will be divided equally between the parties to this agreement;
4. The parties agree that the parties to this agreement shall divide the balance of the legal costs on a pro rata basis, determined by the number of wind turbines either existing, under construction, or permitted within that public agency's zoning jurisdiction;
5. The parties agree that a table of the fee sharing agreement, as set forth in paragraphs three and four hereinabove, shall appear as follows for the Collaborative as it currently exists:

**The First half of the bill will be split evenly between the five counties, then as follows:**

<b>County</b>	<b>Active No. of Turbines</b>	<b>No. of Turbines – under construction</b>	<b>Total No. of Turbines</b>	<b>% of Bill</b>
Huron	78	82	160	31.1%
Sanilac	50	18	68	13.2%
Gratiot	133	34	167	32.5%
Mason	0	56	56	10.9%
Tuscola	0	63	63	12.3%
	261	253	514	100%

(This formula will be adjusted as more turbines are added)

6. The parties agree that this agreement shall remain in full force and effect through the appellate process for the prosecution of the appeal, as set forth hereinabove;

7. The parties agree that a participating public agency may only be released from the obligations established pursuant to this Interlocal Agreement prior to the termination of this agreement by a majority vote of all of the parties to this agreement;

8. The parties agree that if there are any surplus funds remaining at the termination of this agreement that those funds shall be returned to the participating public agencies on the pro rata basis, as set forth above;

9. Additional parties may be allowed to join this agreement by majority vote of the then existing participants. The pro rata share of each participant, including each new participant shall be adjusted as soon as membership is increased or decreased.

County of Huron  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Chairman of Board

County of Gratiot  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Chairman of Board

County of Mason  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Chairman of Board

County of Sanilac  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Chairman of Board

County of Tuscola  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Chairman of Board

**RESOLUTION**

To: The Honorable Board of Commissioners  
Huron County  
Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, it is in the best interest of the County of Huron to enter into an Interlocal Agreement pursuant to the Urban Cooperation Act of 1967, MCL 124.501 et seq, by and between a number of public agencies, as defined by MCL 124.502(e), for the purpose of sharing in all legal expenses related to the prosecution of an appeal from a decision of the State of Michigan Tax Commission pertaining to a new trending/multiplier table for determining true cash value for personal property; and

WHEREAS, the Michigan Renewable Energy Collaborative (hereinafter the “Collaborative”) is a group of public agencies that have a common interest in the development of commercial wind turbine electrical generators and currently consists of the counties of Huron, Sanilac, Gratiot, Mason, and Tuscola, but the Collaborative may expand or contract in composition, pursuant to the terms of a proposed Interlocal Agreement, a copy of which is attached hereto and marked as Exhibit A; and

WHEREAS, all of the public agencies in the Collaborative exist within a community or communities which have been identified as a favorable geographic location for the development of commercial wind turbine electrical generators as a mechanism for renewable electric energy for the general benefit of all citizens; and

WHEREAS, the commercial wind turbine generators intended for or being used for the generation of renewable energy have been defined by the State of Michigan as personal property for the purpose of any ad valorem taxation of those turbines; and

WHEREAS, the Michigan State Tax Commission recently promulgated a new trending/multiplier table (usually understood to be a depreciation table) to determine the true cash value of personal property for purposes of ad valorem taxation, which a number of public agencies dispute as an accurate reflection of the true cash value of those turbines; and

WHEREAS, the new trending/multiplier table will result in a substantial loss of revenue to all of the public agencies that are entitled to a share of those ad valorem taxes; and

WHEREAS, the new trending/multiplier table has recently been used for the ad valorem taxation of wind turbines in Wheeler Township, in Gratiot County and that decision is being appealed to the Michigan Tax Tribunal, under the case caption of *Detroit Edison Company v Wheeler Township – Tax Appeals and Detroit Edison Company v Bethany Township – Tax Appeals*, by the law firm of Clark Hill PLC; and

WHEREAS, all public entities that are a party to the proposed Interlocal Agreement have an interest in and will be affected by the ultimate resolution of the appeal on the appropriateness of the use of the new trending/multiplier table; and

WHEREAS, pursuant to MCL 124.504, a public agency of this state may exercise jointly with any other public agency of this state any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to MCL 124.505(1), a joint exercise of power under the authority of the Urban Cooperation Act shall be made by contract or contracts in the form of an interlocal agreement; and

WHEREAS, the purpose of this Interlocal Agreement is to equitably share in the legal expense directly related to the prosecution of an appeal of the decision to use the new trending/multiplier table for the purpose of taxation of wind turbine generators; and

WHEREAS, legal costs are defined as actual attorney fees billed by the Attorneys handling the appeal at the rate of \$260.00 per hour, as well as the billable costs expended by said attorneys in conjunction with the prosecution of said appeal; and

WHEREAS, the proposed Interlocal Agreement would require the members of the Collaborative to pay 50% of the legal costs equally between the parties to the proposed Interlocal Agreement and then to divide the balance of the legal costs on a pro rata basis, determined by the number of wind turbines either existing, under construction, or permitted within that public agency's zoning jurisdiction; now

THEREFORE, BE IT RESOLVED that it is in the best interest of the County of Huron to enter into an interlocal agreement, pursuant to the terms of the proposed Interlocal Agreement attached hereto, for the purpose of equitably sharing in the legal expense of the prosecution of an appeal of a decision of the State of Michigan Tax Commission, as more fully set forth hereinabove; and

BE IT FURTHER RESOLVED that the Huron County Board of Commissioners authorizes its Chairman to execute a copy of the proposed Interlocal Agreement.

Respectfully submitted,

LEGISLATIVE COMMITTEE

John A. Nugent, Chairman

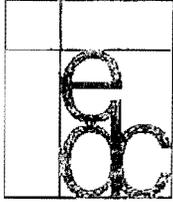
Steve Vaughan, Vice Chairman

John L. Bodis, Member

Dated: September 11, 2012

Roll Call Vote:

Table with 3 columns: Name, Yes, No, Absent. Rows include Horny, Peruski, Elftman, Bodis, Wruble, Nugent.



Huron County Economic Development Corp.

**INVOICE**

September 10, 2012

---

**SUBMITTED TO:**

County of Tuscola  
207 E. Grant St.  
Caro, MI 48723

**IN REFERENCE TO:**

Clark Hill Invoice (included) for tax appeals DTE vs. Wheeler Twp. & DTE vs. Bethany Twp. These bills will be split via a dual formula – the first half being split evenly by the respective five counties and the second half being paid by your townships/taxing units according to the formula see attached interlocal agreement – page 3.

Total Clark Hill Bill - \$6,689 divided by two - \$3,344.50 divided by 5 = \$668.90

Tuscola County Townships & Taxing Unit portion = \$3,344.50 x 12.3%% = \$411.37

**PLEASE PAY: ..... \$1080.27**

**Please make checks payable to:**

**Huron County EDC  
250 E. Huron Ave. #303  
Bad Axe, MI 48413**

# CLARK HILL

P.L.C.

ATTORNEYS AT LAW

500 Woodward Avenue  
Suite 3500, Detroit, Michigan 48226-3435  
Telephone (313) 965-8300  
Fed ID # 38-0425840

## INVOICE

Wheeler Township  
Jerry Rohde  
8510 E. Monroe Road  
Wheeler, MI 48862

Invoice # 459047  
July 30, 2012  
Client: 39739  
Matter: 154090

=====

RE: Detroit Edison Company v Wheeler Township

FOR SERVICES RENDERED through June 30, 2012

Total Services: \$5,519.50

STATEMENT TOTAL \$5,519.50

PAYABLE UPON RECEIPT IN U.S. DOLLARS

## CLARK HILL P.L.C.

Wheeler Township  
Detroit Edison Company v Wheeler Township  
July 30, 2012  
INVOICE # 459047  
Page 2

### DETAILED DESCRIPTION OF SERVICES

06/05/12 RAS	.70	Review of rules with respect to filing of answer; e-mails from C. Osentoski and M. Krause regarding DTE's filing of petitions; review of presentation from C. Osentoski regarding old and new multipliers.
06/06/12 RAS	.60	Review of e-mails from M. Krause and C. Osentoski regarding DTE tax appeals and proposed conference call; downloaded information; review of Tax Tribunal website; e-mails regarding arrangements for meeting; e-mails to and from J. Rohde regarding proposed answer and rule requirement.
06/07/12 RAS	.40	Communications with C. Osentoski regarding cases filed against Wheeler Township by DTE.
06/08/12 RAS	.30	Review of petition for wind turbine 33; email to C. Osentoski regarding same.
06/13/12 RAS	3.90	Continued preparation for conference call; conference call with Wheeler Township, Huron County and others; prepared list of documents required for review; coordination regarding preparation of answers to 56 petitions.
06/14/12 RAS	1.70	Review of email from J. Rohde; revisions to document request list; email to J. Rohde.
06/18/12 RAS	.30	Communications with J. Rohde regarding document production.
06/19/12 RAS	1.30	Attention to answer to petitions; communication with I. Jensen regarding same; review of DTE cost information forwarded by J. Rohde.
06/20/12 RAS	.10	Email J. Rohde regarding DTE cost clarifications.

## CLARK HILL P.L.C.

Wheeler Township  
Detroit Edison Company v Wheeler Township  
July 30, 2012  
INVOICE # 459047  
Page 3

06/21/12 RAS	.70	Telephone conference with C. Osentoski regarding coordination of documents; telephone conference with N. Frost regarding same; initial review of affirmative defenses.
06/22/12 RAS	1.20	Receipt of documents from Gratiot County; conferences regarding same and initial answers to petitions; initial review of documents.
06/22/12 GLS	5.00	Receipt and review of documents from client; file organization; review of e-mails; review of Tax Tribunal website for docket numbers; downloaded docket sheets; draft answer to petition; conferences with R. Sundquist; draft answers to 56 petitions.
06/24/12 RAS	.30	Began review of documents from N. Frost.
06/25/12 RAS	.40	Continued review of files received from N. Frost; review of draft answers.
06/26/12 IAJ	.20	Review of Petition and attention to Answer and Affirmative Defenses; discuss same with R. Sundquist.
06/26/12 RAS	4.60	Telephone conference with I. Jensen; review of documents; reviewed and signed 56 answers.
06/26/12 GLS	1.00	Letter to M. Shapiro enclosing answers to petitions; organization of same for filing; arrangements for hand delivery of same.
06/27/12 RAS	1.50	Completed review of client files; telephone conference with J. Rohde; email to file; conference with G. Stankiewicz; request for additional information; confirmation of filing of answers.
06/27/12 GLS	.30	Conference confirming filing of answers; email to J. Rohde providing time-stamped copies of answers.

# CLARK HILL P.L.C.

Wheeler Township  
Detroit Edison Company v Wheeler Township  
July 30, 2012  
INVOICE # 459047  
Page 4

\$5,519.50

## TIMEKEEPER SUMMARY

IAJ	Ingrid A. Jensen	0.20 hours at	\$260.00 =	\$52.00
RAS	Richard A. Sundquist	18.00 hours at	\$260.00 =	\$4,680.00
GLS	Gina Stankiewicz	6.30 hours at	\$125.00 =	\$787.50

# CLARK HILL

P.L.C.

ATTORNEYS AT LAW

500 Woodward Avenue  
Suite 3500, Detroit, Michigan 48226-3435  
Telephone (313) 965-8300  
Fed.ID # 38-0425840

## INVOICE

Wheeler Township  
Jerry Rohde  
8510 E. Monroe Road  
Wheeler, MI 48862

Invoice # 461259  
August 20, 2012  
Client: 39739  
Matter: 154090

=====

RE: Detroit Edison Company v Wheeler Township

FOR SERVICES RENDERED through July 31, 2012

Total Services: \$3,094.00

FOR EXPENSES INCURRED OR ADVANCED:

Messenger Service \$116.55

Total Expenses: \$116.55

STATEMENT TOTAL \$3,210.55

PAYABLE UPON RECEIPT IN U.S. DOLLARS

## CLARK HILL P.L.C.

Wheeler Township  
Detroit Edison Company v Wheeler Township  
August 20, 2012  
INVOICE # 461259  
Page 2

### DETAILED DESCRIPTION OF SERVICES

07/11/12 RAS	.20	Review of emails regarding STC and FOIA requests.
07/18/12 RAS	.40	Email from L. Tyll regarding conference call dates; attention to draft FOIA request.
07/23/12 RAS	1.20	Began preparation for conference call; review of STC agendas; review of MTT docket sheets; review of STC website.
07/24/12 RAS	2.20	Downloaded emails; email to I. Jensen; email to R. Strong; review of articles and emails; began preparation of outline of strategy items; review of sample lease and related documents.
07/30/12 RAS	.30	Telephone conference with R. Sundquist and I. Jensen regarding tax issues.
07/30/12 IAJ	.60	Analysis of strategies for Tribunal cases and discuss same with R. Sundquist in preparation for telephone call with client; discuss DTE motivations with R. Strong.
07/30/12 RAS	1.70	Telephone conference with I. Jensen; review of notes, conferences with R. Strong and I. Jensen.
07/31/12 IAJ	1.50	Telephone conference with clients and others discussing status of the pending Tribunal appeals and strategies going forward; discuss strategies with STC with R. Sundquist.
07/31/12 RAS	3.80	Continued preparation for conference call; conference call with A. Richner; telephone conference with I. Jensen; telephone conference with C. Osentoski; email to M. Krause.

CLARK HILL P.L.C.

Wheeler Township  
Detroit Edison Company v Wheeler Township  
August 20, 2012  
INVOICE # 461259  
Page 3

\$3,094.00

TIMEKEEPER SUMMARY

RAS	Robert A.W. Strong	0.30 hours at	\$260.00 =	\$78.00
IAJ	Ingrid A. Jensen	2.10 hours at	\$260.00 =	\$546.00
RAS	Richard A. Sundquist	9.50 hours at	\$260.00 =	\$2,470.00

# CLARK HILL

P.L.C.

ATTORNEYS AT LAW

500 Woodward Avenue  
Suite 3500, Detroit, Michigan 48226-3435  
Telephone (313) 965-8300  
Fed.ID # 38-0425840

## INVOICE

Bethany Township  
Donald Long  
1523 Clark Road  
St. Louis, MI 48880

Invoice # 459045  
July 30, 2012  
Client: 39905  
Matter: 154531

=====  
RE: Detroit Edison Company v Bethany Township

FOR SERVICES RENDERED through June 30, 2012

Total Services: \$1,169.50

STATEMENT TOTAL \$1,169.50

PAYABLE UPON RECEIPT IN U.S. DOLLARS

**CLARK HILL P.L.C.**

Bethany Township  
Detroit Edison Company v Bethany Township  
July 30, 2012  
INVOICE # 459045  
Page 2

DETAILED DESCRIPTION OF SERVICES

06/19/12 RAS	.40	Telephone conference with D. Long regarding representation and proposed answers to petitions.
06/22/12 GLS	1.50	Receipt and review of documents from client; file organization; review of emails; review of Tax Tribunal website for docket numbers; downloaded docket sheets; draft answer to petition; conferences with R. Sundquist; draft answers to 8 petitions.
06/26/12 IAJ	.20	Review of Petition and attention to Answer and Affirmative Defenses; discuss same with R. Sundquist.
06/26/12 RAS	1.80	Telephone conference with I. Jensen; review of documents; reviewed and signed eight answers.
06/26/12 GLS	1.00	Letter to M. Shapiro enclosing answers to petitions; organization of same for filing; arrangements for filing of same.
06/27/12 RAS	.80	Completed review of client files; conference with G. Stankiewicz; confirmation of filing of answers.
06/27/12 GLS	.20	Conference confirming filing of answers; email to D. Long providing time-stamped copies of answers.

\$1,169.50

TIMEKEEPER SUMMARY

IAJ	Ingrid A. Jensen	0.20 hours at	\$260.00 =	\$52.00
RAS	Richard A. Sundquist	3.00 hours at	\$260.00 =	\$780.00
GLS	Gina Stankiewicz	2.70 hours at	\$125.00 =	\$337.50

# CLARK HILL

---

Clark Hill PLC  
500 Woodward Avenue  
Suite 3500  
Detroit, Michigan 48226  
T 313.965.8300  
F 313.965.8252

clarkhill.com

**RICHARD A. SUNDQUIST**  
Phone: (313) 965-8227  
E-Mail: rsundquist@clarkhill.com

June 14, 2012

VIA E-MAIL – [jerry@wheelertownship.com](mailto:jerry@wheelertownship.com)

Mr. Jerry Rohde  
Supervisor, Wheeler Township  
8510 E. Monroe Road  
Wheeler, Michigan 48862

**Re: Detroit Edison Company v Wheeler Township -- Tax Appeals**

Dear Mr. Rohde:

This letter serves to record the terms of our engagement to represent Wheeler Township, as client, with respect to the pending tax appeals filed by Detroit Edison Company with the Michigan Tax Tribunal.

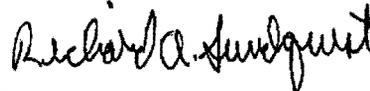
I will be the principal attorney contact in this matter. In the normal course, our fees are based on hours spent by lawyers necessary to produce the work product. Our minimum billing increment is .1 hour. At this time, our regular lawyer billing rates range from \$180 to \$525 an hour, and legal assistant rates range from \$80 to \$160 per hour. My current regular hourly rate is \$440. For this engagement, my hourly rate will be \$260.00 per hour. I may consult with other members of the firm, whose hourly rates will also not exceed \$260.00, unless I receive approval from you in advance.

This letter is supplemented by the attached Standard Terms of Engagement for Legal Services, which are incorporated in this letter. If you agree that this letter provides acceptable terms for our engagement in this matter, please sign and return a copy to me.

The firm will not require a retainer at the outset of this engagement.

Thank you for your confidence in our firm and we look forward to working with you.

Very truly yours,



Richard A. Sundquist

RAS/gs

Enclosure

Mr. Jerry Rohde  
June 14, 2012  
Page 2

The undersigned accepts the terms of the foregoing  
letter and the terms of the Standard Terms of  
Engagement for Legal Services

WHEELER TOWNSHIP

By: \_\_\_\_\_  
Jerry Rohde  
Its: Township Supervisor

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

**STANDARD TERMS OF ENGAGEMENT  
FOR LEGAL SERVICES**

This statement provides the standard terms of our engagement as your lawyers. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions.

**General Duties and Responsibilities of Clients of the Firm**

A client of the firm has the right to: (A) expect competent representation by an attorney; (B) determine the purposes to be served by the legal representation, so long as those purposes are legal and do not violate the attorney's obligation to the profession or to the judiciary; (C) be kept reasonably informed about the status of the matter and have the attorney respond promptly to reasonable requests for information; and (D) terminate the representation of the attorney at any time, with or without cause, subject to the obligation for payment of legal services provided and costs incurred by the attorney.

A client of the firm has the responsibility to: (A) obey all orders issued by a court concerning your matter; (B) be candid and truthful with the attorney and the court; and (C) pay the firm as provided by this agreement and any other agreements regarding payment for legal services and expenses. A client may not: (A) demand that the attorney use offensive tactics or treat anyone involved in the legal process with anything but courtesy and consideration; (B) demand any assistance from the attorney which violates the Rules of Professional Conduct; or (C) pursue or insist upon a course of action which the attorney reasonably believes to be illegal, fraudulent, offensive or unwise. The attorney may terminate this agreement for reasons permitted under the Rules of Professional Conduct.

**Obligations of a Lawyer**

All lawyers are required to observe and uphold the law, including applicable court rules; and are governed by Rules of Professional Conduct that pertain to our relationship with a client, with third persons, other professionals and the courts. All of these laws and rules apply to our representation of you, and we welcome your inquiry about them.

**Whom We Represent**

The person or entity whom we represent is the person or entity identified in our engagement letter and does not include any affiliates or related parties of such person or entity, such as parent companies, subsidiaries, sibling entities, and/or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, or members of an association, and/or other constituents of a named client unless our engagement letter expressly provides otherwise

**The Scope of our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. Your obligation to pay our fees as provided in this letter is not in any way contingent upon a result or results in the matter.

Our attorney-client relationship will be considered ended upon our completion of the services which you have retained us to perform, upon notification by you to us that you desire to terminate such services, or upon notification by us of termination of our attorney-client relationship. If you later retain us to perform further or additional services, our attorney-client relationship will be re-established pursuant to a new engagement agreement.

#### **Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

#### **Preservation of Evidence and Communication Protocol in Litigated Matters**

All evidence of any nature that is arguably relevant to this matter, including but not limited to documents (whether hard copy or electronic) and other physical evidence, must be preserved. Moreover, scheduled routine destruction of any stored records (whether hard copy or electronic) must be suspended immediately until after this matter is concluded. Failure to do so may result in sanctions by a court or tribunal.

In order to preserve the attorney/client privilege that attaches to our communications, it is important that all future oral communications about this matter occur only in the presence of a Clark Hill attorney. Further, all written communications about the matter should be directed to a Clark Hill attorney.

#### **How Fees Will Be Set**

Unless our engagement letter provides otherwise, our fees will be charged on an hourly basis, *i.e.*, time expended multiplied by the hourly rates of our lawyers and other professionals. Among the factors we consider in determining the staffing of the matter and the hourly rates charged are:

- The novelty and complexity of the issues presented, and the skill required to perform the legal services;
- The fees customarily charged in the community for similar services and the value of the services to you;
- The amount of money or value of property involved;
- The time constraints imposed by you as our client and other circumstances, such as an emergency closing, the need for injunctive relief from court, or substantial disruption of other office business;
- The experience, reputation and expertise of the lawyers performing the services.

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of tenths of an hour.

The hourly rates of our lawyers are adjusted periodically to reflect current levels of legal experience, changes in overhead costs and other factors.

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible we will respond to your request by furnishing an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated.

#### **Retainer and Trust Deposits**

Clients of the firm are commonly asked to deposit a retainer with a firm. Unless otherwise agreed, the retainer deposit will be credited toward your unpaid invoices, if any, at the conclusion of services. While the retainer is on deposit, you grant us a security interest in such funds. At the conclusion of our legal representation or at such time as the deposit is unnecessary or is appropriately reduced, the remaining balance or an appropriate part of it will be returned to you.

Deposits which are received to cover specific items will be disbursed as provided in our agreement with you, and you will be notified from time to time of the amounts applied or withdrawn. Any amount remaining after disbursement will be returned to you.

All trust deposits we receive from you will be placed in a trust account for your benefit. Your deposit will be placed in a pooled account unless you request a segregated account. By court rule in each of these jurisdictions, interest earned on the pooled account is payable to a charitable foundation established in accordance with such court rule. Interest earned on the segregated trust account will be added to the deposit for your benefit and will be includable in your taxable income.

#### **Out-of-Pocket Expenses**

We typically incur and pay on behalf of our clients a variety of out-of-pocket costs and charges arising in connection with legal services. These include charges made by courts, other government agencies, and service vendors. Whenever such costs are incurred, we will itemize and bill them. Typical of such costs are messenger, courier, and express delivery charges; outside printing and reproduction costs; filing fees; deposition and transcript costs; witness fees; travel expenses; charges made by outside experts and consultants, including accountants, appraisers, and other legal counsel. Unless separately agreed, we will advance costs on our clients' behalf for costs of up to \$100, and require that our clients directly pay, or deposit with us funds to pay, costs exceeding \$100.

The present policy of the Firm is not to charge for ordinary internal costs of copying, telephone, third party charges for internal research, faxes, secretarial overtime, mailing, and the like. If and when we incur extraordinary expenses of this type, we will bill you for them at cost.

#### **Files and Other Materials**

After our engagement in this matter ends, we will return the materials provided by you upon your request and at your expense. You agree that we may retain copies of such materials. Any other materials from the matter may be retained or destroyed within a reasonable time after our engagement in the matter ends, at our discretion. To the extent we retain them, we will provide you reasonable access to matter files in accordance with applicable law, excluding firm files (firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and internal lawyers' work product, *e.g.*, drafts, notes, internal memoranda, legal research, and factual research). Matter files to which you are

12-M-39

Move to support the Domestic Violence Victim Advocate Program in reapplying for the grant to continue the program. Kern motioned seconded by Petzold. Motion carried.

12-M-40

Move that a Tuscola County resolution be prepared and forwarded to appropriate state officials in support of Representative Damrow's proposed legislation, HB 5278 and 5279 regarding a fair and equitable method of wind energy taxation. Kern motioned seconded by Petzold. Motion carried.

12-M-41

Move that authorization is provided to expend up to \$3,000 from the current budgeted legal account to obtain legal assistance to appeal to the State Tax Commission regarding establishing a fair and logical method of assessing wind generators. Kern motioned seconded by Petzold. Motion carried.

2012  
5  
6/18  
Spent  
to date

12-M-42

Move that per the request of the Caro Chamber that use of the Courthouse Lawn be authorized for the following events and dates: Cars and Craft June 1-2, 2012 and Pumpkin Festival September 26-October 9, 2012. Petzold motioned seconded by Kern. Motion carried.

12-M-43

Move that the Refunding Bond Resolution for the Denmark Township Bonds be approved and all appropriate signatures are authorized. Kern motioned seconded by Petzold. Motion carried.

12-M-44

Move that year-end financial accounting adjustments to gain compliance with the uniform budgeting and accounting, as recommended in the February 24, 2012 memorandum from the Controller/Administrator and Chief Accountant, be approved for implementation. Kern motioned seconded by Petzold. Motion carried.

12-M-45

Move to approve the resolution and intergovernmental agreement to manage floodplain development for the National Flood Insurance program for Fremont Township with enforcement of the construction code act provided through the agreement the county has with South Central Michigan Construction Code Commission. Also, all appropriate signatures for the resolution and agreement are authorized. Kern motioned seconded by Petzold. Motion carried.

(H)  
Sheriff Letter to Union  
on jail Staff if  
5 Books added

## **Cost for security camera systems**

The bid from the vendor ASC for replacing 6 old cameras plus adding 18 interior cameras with an IP based recording system is \$41,589.51. I had them separate the inside camera system and the outside camera system. The outside system would cost \$14,638.88. The inside camera bid would cover the areas in the jail that do not have cameras currently. It would provide additional cameras at different angles at the pat down area to help cover us on any inappropriate pat down complaints we receive. It would include an additional camera in the tunnel that we currently have a blind area for now. Portable radios do not work in the tunnel and we count on the cameras to show us if the deputy escorting prisoners to court is in trouble.

It also allows us with a password to watch the cameras from any PC on the network. This allows a supervisor to discreetly check into complaints without the entire staff watching them do it in the control room now.

The outside cameras would cover 360 degrees around the jail and cover Court St and Sherman St, the exercise yard, Impound lot and the Sheriffs Parking lot.

This is not the most expensive system they offer. But it does give us the most current technology and additional cameras can be added to this system when and if they are needed.

We put a announcement in the Advertiser on Sept 8<sup>th</sup>. The only other company interested was Midstate Security which came and did an evaluation. I gave them until Thursday to recontact me. I have emailed them and called the rep and have not heard back from them.

I did check with Bill Page our MMRMA rep. They have increased the amount of money allowed for security camera systems. If approved, the rap grant could obtain up to \$37,000 for security cameras. They only supply half the cost for the project. So if the project is \$56,228.39 they would pay \$28,114.19. This is if the project is approved. I do know that the vendor ASC is an approved vendor for MMRMA. I would think as long as we are in good standing with MMRMA they would pay it.

①

**RELEASE**

Lessee, Thumb Area Big Brothers Big Sisters, and Lessor, County of Tuscola, do hereby mutually agree to cancel and terminate the Lease entered into between Lessee and Lessor on December 28, 2006.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this \_\_\_\_ day of September, 2012.

Witnesses:

THUMB AREA BIG BROTHERS BIG  
SISTERS, INC.

\_\_\_\_\_

By: **ROBIN VOLLMAR**, President

\_\_\_\_\_

Witnesses:

COUNTY OF TUSCOLA

\_\_\_\_\_

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

\_\_\_\_\_

Prepared by:  
AMY GRACE GIERHART (P51305)  
Attorney at Law  
451 N. State Street, Suite 1  
Caro, Michigan 48723  
(989) 673-1338



**Entity Proposing:** COMMITTEE OF THE WHOLE 6/25/09

**Description of Matter:** Move that a storm drainage catch basin be installed at the State Police Post and the \$3,171 cost for this project be awarded to Jeff Brinkman Excavating who was the low bidder. Also, this new project be budgeted and paid for from the 470 State Police Capital Expenditure Fund.

**Agenda Reference:** G

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/25/09

**Description of Matter:** Move that a three year agreement be prepared and approved for signature for the lease of county property to Russell Farms for the following three years as follows: at \$90 per acre for 2010, \$100 per acre for 2011 and \$110 per acre for 2012. (These amounts have been approved by the owner.)

**Agenda Reference:** H

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/25/09

**Description of Matter:** Move that the attached resolution be approved for presentation to Danielle Galbenski for her excellent work at the Tuscola County Animal Control operation as demonstrated by being named "Animal Control Officer of the Year"

**Agenda Reference:** J

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/25/09

**Description of Matter:** Move that the draft waiver related to the use of the Sheriff's weight room be approved contingent upon review and approval by the county insurance carrier.

**Agenda Reference:** K

**Entity Proposing:** COMMITTEE OF THE WHOLE 6/25/09

**Description of Matter:** Move that the proposal to use road right-of-ways be denied because there are no official snowmobile trails in Tuscola County and this action be forwarded to appropriate parties. (The County Road Commission and Sheriff concur with this Board of Commissioner action).

# TUSCOLA COUNTY BOARD OF COMMISSIONERS

207 E. Grant Street  
Caro, MI 48723

Telephone: 989-672-3700  
Fax: 989-672-4011

## FARM LEASE

**THIS AGREEMENT** was renewed on the 14<sup>th</sup> day of February, 2007, between the County of Tuscola, herein called the Lessor, and Leonard, Ricky and David Russell of 3182 W. Darbee Road, Akron, Tuscola County, doing business as Russell Farms, herein called Lessee.

The Lessor hereby leases to the Lessee, to occupy and use for agricultural purposes for 3 years, the following described property, located in Tuscola County, State of Michigan, to-wit:

The West 1/2 of the Northeast 1/4 of Section 34, Almer Township, 13N, R9 east, **EXCEPT** the untillable wooded portion in the southeast corner consisting of approximately 12 acres and 6 acres transfer to ISD.

The aforesaid described premise consists of approximately 61 (sixty-one) tillable acres as reflected by an aerial survey conducted by the United States Department of Agriculture approved in 1984 and issued in 1986 (incorporated herein by reference).

It is mutually agreed and understood that Lessee will farm only the 61 acres as depicted in the aerial survey.

The Lessor warrants it is the owner of the farm, has the right to give the tenant possession under this lease and will, so long as the lease remains in effect, warrant and defend the tenant's possession against any and all persons whomsoever.

In consideration of the foregoing, the Lessee agrees as follows:

- 1) The Lessee will pay to Lessor the sum of seventy-six dollars and 50/100 (\$76.50) per acre, per year, payable annually, for a total payment of four thousand six hundred, sixty-six dollars and 50/100 (\$4,666.50) per year to be paid on or before the 20<sup>th</sup> of December of each year for three years, commencing with December 20, 2007. Payments shall be made payable to the County of Tuscola and paid to the Treasurer of said County as aforesaid.
- 2) The Lessee will maintain said premises at all times and keep them in a neat and orderly condition and, at the expiration or termination of this lease, to deliver up the same in as good a condition as when taken, usual wear and tear and damage by the natural elements excepted.
- 3) The Lessee agrees to permit the Lessor to build, construct, or enlarge any existing structure on the premises at anytime during the term of this lease, notwithstanding the terms hereof, and the Lessor agrees to rebate a pro rata share of the lease rental in the event building construction or enlargement is completed during the term of this lease.

- 4) That Lessee will maintain in full force and effect appropriate liability insurance and will hold the Lessor harmless from any liability whatsoever from any injuries sustained and the performance of any farming on the leased premises.

It is further mutually agreed and understood by the Parties hereto that in the event the Lessor should sell or convey any of the leased premises, this lease shall terminate when all of the growing crops on said parcel have been harvested.

**IN WITNESS WHERE OF**, the Parties have hereunto set their hands and seals the day and year first above written.

In the presence of:

COUNTY OF TUSCOLA, Lessor by:

Michael R. Hoagland  
Witness

Gerald Peterson  
Gerald Peterson, Chairperson of the  
Tuscola County Board of Commissioners

\_\_\_\_\_  
Witness

In the presence of:

RUSSELL FARMS, LESSEE

By:

Mari A. Young  
Witness

David Russell

\_\_\_\_\_  
Witness

(L)

Contract/Grant No: CSPA13-79002

Total Contract Amount: \$ 255,778.00

Net Budget Amount: \$ 387,543.00

County : Tuscola

Method of Payment: Monthly Reimbursement

**AGREEMENT**

between

Michigan Department of Human Services (hereinafter referred to as "DHS") & 235 South Grand Ave PO Box 30037 Lansing MI 48909	County Of Tuscola (hereinafter referred to as the "Contractor") 207 E. Grant St. Annex Caro, Mi 48723
--	---

This Agreement, effective October 1, 2012, through September 30, 2015, is by and between DHS, the County Of Tuscola, a public organization and the Prosecuting Attorney (together referred to as the "Contractor").

I. CONTRACTOR DUTIES AND RESPONSIBILITIES

The Contractor shall establish paternity, obtain child support court orders or enforce all child support orders for all actions over which it has jurisdiction.

The Contractor shall comply with all applicable requirements of the following (and any amendments to the following), hereinafter referred to as "Title IV-D Standards", that relate to establishing paternity or obtaining and enforcing support orders:

- U.S. Code Title 42, Chapter 7, subchapter IV, Part D
- 45 Code of Federal Regulations (CFR) Part 300 to 399
- 45 CFR Part 92
- 45 CFR Part 95
- 2 CFR Part 225 (OMB Circular A-87)
- Applicable Michigan Compiled Laws and Public Acts
- Applicable Michigan Court Rules
- Prosecuting Attorney Handbook
- Prosecuting Attorney Letters
- Michigan Department of Human Services Office of Child Support (hereinafter referred to as OCS) IV-D Combined Manual
- Michigan IV-D Child Support Manual
- Michigan IV-D Memorandum (previously referred to as Action Transmittals)
- DHS issued policies and procedures

The Contractor shall also comply with each fiscal year's applicable Child Support Enforcement Program Grant's Terms and Conditions as posted to Mi-support ([http://10.42.125.27/Central Activities/Contracts/Child Support Enforcement Program Grant's Terms and Conditions](http://10.42.125.27/Central%20Activities/Contracts/Child%20Support%20Enforcement%20Program%20Grant's%20Terms%20and%20Conditions)).

The contractor shall use the automated Michigan Child Support Enforcement System (hereinafter referred to as MiCSES System).

A. Email Address

The Contractor authorizes DHS to use the contact information below to send Agreement related notifications/information. The Contractor shall provide DHS with updated contact information if it changes.

Contact email address: mreene@tuscolacounty.org

B. Establishment Services

The Contractor shall:

1. Perform locate actions when necessary.
2. Cooperate with other states in establishment services and enforcement of child support orders.
3. Maintain the following administrative processes:
  - a. Safeguarding of Information

In addition to and or in conjunction with any other safeguarding of information requirements associated with this Agreement, in performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following IRS requirements:

    - (1) All work will be done under the supervision of the contractor or the contractor's employees,
    - (2) Any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.
    - (3) All federal tax return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

- (4) The contractor certifies that all IRS data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - (5) The contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - (6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - (7) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - (8) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- b. Records Maintenance
4. For the purpose of annual title IV-D Self-Assessment readings, allow DHS and its identified agents access to:
    - a. Central system case records;
    - b. Paper case records; and
    - c. MiCSES System and PAAM IV-D electronic case records.
  5. Ensure that establishment functions of this Agreement are performed, including but not limited to:
    - a. the timely assignment of paternity and support establishment cases; and
    - b. proper management of the preparation of activity and financial reports.
  6. Make IV-D services available to all eligible persons, in the exercise of the prosecutorial duties.
  7. Make all reasonable efforts to establish paternity and secure orders as

needed for the establishment of court ordered child support for children born in or out of wedlock as provided by law.

8. At their discretion, engage in prosecution of felony non-support cases.

**C. Reports**

The Contractor shall prepare, complete and submit the following reports (in the cycle indicated) to the unit named.

1.	Form:	DHS-286 - Title IV-D Cooperative Reimbursement Expenditure Report, including the following supporting documentation; Personnel Expense Report.
	Cycle	Due by the thirtieth (30th) day after month of service
	To:	Michigan Department of Human Services Submitted through EGrAMS or its successor unless otherwise instructed by OCS
2.	Form:	OCS Tax Data Confidentiality Questionnaire
	Cycle	Due annually by January 31
	To:	Michigan Department of Human Services Submitted through EGrAMS or its successor unless otherwise instructed by OCS
3.	Form:	Criminal Background Check Plan Update/Notification of Completion
	Cycle	Due annually by July 30, until such time as the Contractor provides notification in its Criminal Background Check report that the plan has been fully implemented.
	To:	Michigan Department of Human Services Contract Manager, Office of Child Support

**D. Client Grievance System**

The 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.

**E. Budget**

The Contractor shall submit a budget for each of the following fiscal year periods:

Fiscal Year

October 1, 2012 through September 30, 2013

October 1, 2013 through September 30, 2014

October 1, 2014 through September 30, 2015

1. The attached budgets are hereby made a part of this Agreement. The Contractor certifies that the budgets have been prepared in accordance with the instructions provided by DHS. The budgets details the amount and object of expenditures for which the Contractor shall use funds paid under this Agreement. The Contractor is authorized to expend funds for only those items indicated in the budgets that are allowable, properly allocated and reasonable as defined in the instructions. The Contractor shall follow and adhere to each fiscal year's budget.
  - a. However, expenditures up to a 5% increase or \$3,000, whichever is less, above the direct cost line item budget categories are permissible provided the sum of all expenditures does not exceed the total amount of the fiscal year's budget.
2. The Contractor must submit a budget revision request through EGrAMS or its successor unless otherwise instructed by OCS and obtain prior approval from DHS to increase any line item by more than 5% or \$3,000, whichever is less, or decrease line items in a fiscal year's budget. The increase or decrease of line items in the budget must stay within the originally approved fiscal year budget total. Budget revision requests must be submitted in accordance with Michigan IV-D Action Transmittal 2008-027 or its successors.
  - a. The 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. If the budget changes stay within the originally approved budget total, the request shall be submitted as a line item transfer. A request that increases the originally approved budget shall be submitted as an amendment as described under Section I.E.3. of this Agreement.
  - b. The due-date to submit a line item transfer request and/or amendment to DHS is 90 days prior to the end date of the Agreement.
  - c. OCS is authorized to approve line item transfers. OCS shall review and provide a response to line item transfer requests within 30 days of receipt.
3. If review of the Contractor's financial records indicates costs are projected to exceed an approved fiscal year's budget, the Contractor is required to submit an amendment request through EGrAMS (or its successor) for that fiscal year, unless otherwise instructed by OCS. The due-date or submission of this request is 90 days prior to the end-date of the fiscal year period. DHS shall provide a response to budget amendment requests within 30 days of receipt.

4. Actual costs include the cost of fringe benefits provided for contract employees billed under this Agreement. 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.
5. If any staff funded in part or whole by IV-D funds do not work full-time on IV-D matters, detailed time-records in the form of personal activity reports (PAR) for such employees are required to document the amount of time spent on reimbursable activities.

F. Billing Procedure

The Contractor shall submit monthly to DHS, a DHS 286 "Title IV-D Cooperative Reimbursement Expenditure Report" detailing program-related expenditures. The DHS-286 shall be submitted to DHS within 30 days from the end of the monthly billing period. For the month of September, DHS-286 reports shall be submitted as 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 60 days after the end of a billing period.

The Contractor cannot charge DHS more for a provision of service than is charged to other entities for whom the Contractor provides services.

Costs incurred outside of the term of this Agreement shall not be eligible for reimbursement.

G. Sub-recipient Relationship

This Agreement constitutes a sub-recipient 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 Agreement. 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 Reimbursement (State Share on the DHS-286)	93.563	100%
Title IV-D Incentive Payment	93.563	100%

**Note:** The Federal Program "TITLE IV-D Reimbursement (State Share on the DHS-286)" refers to the DHS reimbursement of amounts billed to DHS on the DHS-286 and identified as the State Share (IV-D). DHS reimburses 66% of the amounts billed. The entire amount reimbursed and identified as the State Share (IV-D) is federal funding, therefore, the above table uses 100%. The Federal Program "TITLE IV-D, Incentive Payment" is 100% federal funding. Any amount identified as State GF/GP is not federal funding (0% FFP).

DHS will implement any changes made by the federal government to the CFDA number and/or FFP rate during the course of this Agreement. CFDA numbers and FFP rates for this Agreement shall be posted monthly on the DHS website. The Contractor is required to check the website to obtain up to date information regarding the CFDA numbers (unless notified otherwise by the DHS Office of Logistics and Rate Setting).

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

<http://www.mdhs.state.mi.us/oia/cfda-ffp-new.asp>

#### H. Reporting Requirements

The Contractor must immediately report to the DHS Office of Monitoring and Internal Controls accounting irregularities including noncompliance with provisions of this Agreement.

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 Monitoring and Internal Controls at the address that follows and in accordance with the time frame established in the Circular.

The 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

#### I. 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 enter into an Agreement 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. The Contractor's name as reported in the DHS Agreement(s).

2. The Contractor's Federal Identification Number(s) as reported in the DHS Agreement(s).
3. The Contractor's fiscal year end.
4. 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 to which the letter pertains. The audit transmittal letter should include the four items 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 Monitoring and Internal Controls  
Grand Tower Suite 1112  
PO Box 30037  
Lansing, MI 48909

If the Contractor is a sub-recipient 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 Monitoring and Internal Controls stating the reason the single audit is not required. Failure by the Contractor to submit the audit transmittal letter shall result in invoking the same sanctions on the Contractor as failure to submit the single audit report.

J. Audit Cost

Cost of the single audit can only be charged to this Agreement if there is a provision within this Agreement 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 Agreement 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.

K. Sanctions

DHS may impose sanctions if the Contractor fails to adhere to any of the audit requirements in this Agreement, including the audit transmittal letter. In cases of continued inability or unwillingness on the part of the Contractor to comply with audit requirements, DHS may impose sanctions such as:

1. Withholding a percentage of federal awards until the audit is completed satisfactorily.

2. Withholding or disallowing overhead costs.
3. Suspending federal awards until the audit is conducted.
4. Terminating the federal award.
5. Recouping all federal payments made to the Contractor under this or any other agreements between DHS and the Contractor.

L. Fiscal Requirements

The Contractor shall install and maintain an accounting system to identify and support all expenditures billed to DHS under this Agreement. 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. The Contractor shall maintain payroll records to support amounts billed to DHS in accordance with the federal timekeeping requirements described in the applicable 2 CFR Part 230 (OMB Circular A-122), or 2 CFR Part 225 (OMB Circular A-87), or as codified in the Code of Federal Regulations.

M. Criminal Background Check

As a condition of this Agreement, the Contractor certifies that, prior to hiring, the Contractor shall conduct or cause to be conducted:

1. For each applicant for employment, who works directly with clients under this Agreement, or who has access to client information, either an Internet Criminal History Access Tool (ICHAT) check, or an alternative background check approved in writing by OCS that would be more in depth or comprehensive than that provided by ICHAT. Information about ICHAT can be found at <http://apps.michigan.gov/ichat> OCS will consider a written request from the Contractor for approval to use an alternative criminal background check methodology. Requests must be submitted and approved prior to implementation and must include detailed description of the method and rationale for why it meets or exceeds the end product provided by ICHAT.
2. For each applicant for employment, who works directly with children under this Agreement, a Central Registry (CR) check.

The Contractor further certifies that the plan, that was required to be submitted to OCS no later than September 30, 2009, which describes a process and timeline for completion of the ICHAT and CR background checks for all existing employees, subcontractors, subcontractor employees, or volunteers, was implemented as required. The Contractor shall report the progress related to each task outlined in the plan no later than July 30 of each contract year, until such time as the Contractor provides notification in its report that the plan has been fully implemented.

N. Support of Wages Charged on the Statement of Expenditures

Upon request of DHS, the Contractor shall submit employee activity sheets to support the amount of wages charged on the Title IV-D Cooperative Reimbursement Expenditure Report. DHS will identify a specific Title IV-D Cooperative Reimbursement Expenditure Report and request the Contractor to submit all employee activity sheets for employees who were charged in whole or in part to DHS, along with any other schedules or workpapers necessary to support the amount of wages charged, in accordance with the appropriate federal circular. The Contractor shall provide the requested information no later than 10 days after the request. If, after review of the information, DHS determines that the Contractor is in substantial compliance with documentation requirements related to compensation, DHS will communicate with the Contractor that no further action is necessary. In the event the Contractor cannot support the amount of wages charged on the Title IV-D Cooperative Reimbursement Expenditure Report, DHS may, at its discretion, request recoupment for the difference between the amount charged and the amount that can be supported by the activity sheets.

O. Federal Guidelines for Use of Federal Funds

In order for DHS to comply with the Federal Funding Accountability and Transparency Act (FFATA), the contractor shall provide the following information:

The names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards; and \$25,000,000 or more in annual gross revenues from federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

The information may be mailed to the address below or FAX to (517) 335-6390.

Michigan Department of Human Services  
Office of Logistics and Rate Setting  
Grand Tower Suite 1201  
PO Box 30037  
Lansing, MI 48909

## 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 the Contractor through the:

- Prosecuting Attorney Handbook
- Prosecuting Attorney Letters
- OCS IV-D Combined Manual
- Michigan IV-D Child Support Manual
- Michigan IV-D Memorandum (previously referred to as Action Transmittals)
- MI-Support Website.

### B. Payment

1. DHS will provide timely processing of all claims for expenditure reimbursement in accordance with state regulations implementing § 2, Public Act 279 of 1984. DHS shall complete its processing of payments to the Contractor within 45 calendar days after receipt of the Contractor's monthly DHS-286. Payments shall be made in accordance with each fiscal year budget attached to and made part of this Agreement. Processing and payment may be delayed to the next available cycle for any DHS-286 submitted after the due date.

2. DHS reserves the right to defer or disallow payment of any claim submitted by the Contractor for failure to document and provide any required paper or electronic records, statistics, or reports to DHS as required by this Agreement 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 the Contractor with 30 days notice of such an action as well as the 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 Agreement, Contractor Duties and Responsibilities, and all other terms set forth in this Agreement. DHS shall provide access to all federal reporting. DHS agrees to provide the Contractor with quarterly performance data no later than 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.

D. Maximum Amount of Agreement

The total maximum amount DHS agrees to pay the Contractor for services performed during the fiscal period of October 1, 2012 through September 30, 2015 as defined by the terms of the Agreement is Two Hundred Fifty Five Thousand Seven Hundred Seventy Eight and 00/100 dollars (\$ 255,778.00).

E. Additional Funding

DHS shall notify the Contractor of additional funding availability associated with this Agreement through a Notice of Funds Available (NFA), DHS-256. The NFA shall be signed by DHS and incorporated by reference into this Agreement unless the Contractor sends written notice of disagreement with the terms specified in the NFA within 14 days of its receipt. DHS hereby agrees to pay the Contractor an amount not to exceed the amount identified in the NFA for activities performed under this Agreement exclusively during the fiscal period of the NFA.

III. GENERAL PROVISIONS

A. Conclusion, Termination, and Cancellation Terms

1. DHS' Source of Funds-Termination

DHS' payment of federal or state funds for purposes of this Agreement 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 Agreement. 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.

2. Cancellation of Agreement

DHS may cancel this Agreement upon 30 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 Agreement, the Contractor hereby certifies to the best of its knowledge 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 this Agreement without further liability to DHS or its employees by giving the Contractor written notice of such cancellation 30 days prior to the date of cancellation; in the event of such cancellation, DHS may procure the services from other sources. The Contractor may terminate this Agreement upon 30 days written notice to DHS at any time prior to the completion of the Agreement period.

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

In addition, DHS may immediately cancel this Agreement without further liability to DHS or its employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for state of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of DHS, reflects on the Contractor's business integrity.

3. Stop Work Orders

DHS may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by the Agreement for a period of up to 90 calendar days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section of the Agreement. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

If a stop work order issued under this section of the Agreement is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The parties shall agree upon an equitable adjustment in the services to be delivered, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Agreement; and (b) the Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage, provided that, if DHS decides the facts justify the action, DHS may receive and act upon a Contractor billing submitted at any time before final payment under the Agreement.

B. Closeout Responsibilities

1. Closeout

When this Agreement is concluded or terminated, for any reason, the Contractor shall provide DHS, within 30 days of conclusion or termination, with all financial, performance and other reports required as a condition of this Agreement. DHS shall within the limit of this Agreement 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.

2. 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 Agreement, billed in full or in part to DHS by the Contractor. Fixed asset costs billed to DHS shall be limited to straight-line determination or a use charge pre-approved by DHS and shall be used only for the performance of the Agreement unless another use is authorized in writing by DHS

At least 60 days prior to the end date of this Agreement (which includes cancellation of the Agreement) the Contractor shall report to DHS the book value of all fixed assets and non-consumables purchased with DHS funds and not fully utilized by the end of the Agreement. The Contractor shall 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 Agreement. Any gain on the sale or disposition of fixed assets before completion of this Agreement must be immediately reported and refunded to DHS.

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

3. Continuing Responsibilities

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

C. Compliance with Rules and Regulations

1. 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 Agreement. This shall include, but shall not be limited to, those laws and regulations that could have a material effect on the federal program.

In addition, the Contractor shall comply with all federal grant agreements, provisions stated within the Catalog of Federal Domestic Assistance (CFDA), and state and federal laws and other rules and regulations related to this funding source that occur over the term of the Agreement.

The Contractor shall comply with all Federal Office of Management and Budget circulars, which apply to the federal funding provided under this Agreement which include but are not limited to:

- A-133 for audit requirements
- A-102 for administrative requirements
- A-87 Cost Principles for Government, Relocated to 2 CFR, Part 225
- Special federal grant provisions

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 Agreement or that in any manner affects the conduct of the work done under this Agreement

Employees of the contractor and any subcontractor (all employees), working under this contract, must be legally present to work in the United States. The contractor shall determine the eligibility status of all employees using the U.S. Department of Homeland Security E-verify system (<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>). The contractor shall provide a certification indicating that (1) employee eligibility status was verified through the U.S. Department of Homeland Security E-verify system and (2) all employees working under this contract are legally present to work in the United States.

2. 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 of this Agreement notwithstanding, the state personnel director is authorized to disapprove contractual disbursements for personal services if the state personnel director determines that this Agreement violates Article XI, Section 5 of the Michigan Constitution or applicable civil service rules and regulations.

3. 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 Title VI and VII of the Civil Rights Act, 42 USC 2000d et seq., and the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq.

The Contractor shall also comply with the provisions of:

- The Americans with Disabilities Act of 1990, 42 USC 12101 et seq.
- The Michigan Persons with Disabilities Civil Rights Act, MCL 37.1101 et seq.
- Section 504 of the Federal Rehabilitation Act of 1973, 29 USC 791 et seq., 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.
- HIPAA regulations at 42 CFR Part 160 and Part 164.

4. Freedom of Information Act

All information in this Agreement is subject to the provisions of the Freedom of Information Act, 1976 Public Act 442, as amended, MCL 15.231, et seq.

5. 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 strictly adhere to provisions of federal law and regulation, including those found in 42 USC 604a.

D. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to DHS under this Agreement shall not be financed by any source other than DHS under the terms of this Agreement. If funding is received through any other source, the Contractor agrees to deduct from the amount billed to DHS the greater of either the fee amounts, or the actual costs of the services provided.

The Contractor may not accept reimbursement from a client unless the Agreement specifically authorizes such reimbursement in the "Contractor Responsibility" section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Contractor accepts reimbursement from a client in accordance with the terms of the Agreement, the Contractor shall deduct these fees from billings to DHS.

Other third party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement shall be considered payment in full unless the third party fund source requires a co-pay, in which case DHS may be billed for the amount of the co-pay. No supplemental billing is allowed.

E. Confidentiality

1. The Contractor and the state of Michigan (hereinafter referred to as the state) each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "confidential information" of the Contractor must mean all non-public proprietary information of the Contractor (other than confidential information of the state as defined below) which is marked confidential, restricted, proprietary or with a similar designation. Confidential information of the state must mean any information which is retained in confidence by the state (or otherwise required to be held in confidence by the state under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to the Contractor by the state under its performance under this Agreement, is marked as confidential, proprietary or with a similar designation by the state. Confidential information includes information made privileged or confidential under federal and state laws and excludes any information (including this Agreement) that is publicly available under the Michigan Freedom Of Information Act.

2. The state and the Contractor will each use at least the same degree of care to prevent disclosing to third parties the confidential information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither the Contractor nor the state will (i) make any use of the confidential information of the other except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the confidential information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's confidential information to the other party. Each party will limit disclosure of the other party's confidential information to employees and subcontractors who must have access to fulfill the purposes of this Agreement. Disclosure to, and use by, a subcontractor is permissible where (A) use of a subcontractor is authorized under this Agreement, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's scope of responsibility, and (C) the Contractor obligates the subcontractor in a written contract to maintain the state's confidential information in confidence. At the state's request, any employee of the Contractor and of any subcontractor having access or continued access to the state's 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 the Contractor or subcontractor, as the case may be, to protect the confidential information from unauthorized use or disclosure.

Promptly upon termination or cancellation of this Agreement for any reason, the Contractor must certify to the state that the Contractor has destroyed all state confidential information.

F. 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 Agreement for six years after final payment, at the Contractor's cost, and shall send copies of said books, records or other documents to DHS upon request. Federal auditors and any persons duly authorized by 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-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 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 60 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-year period after final payment under this Agreement or the Contractor shall otherwise maintain said records as DHS may direct. If business operations cease, the Contractor shall maintain records as DHS may direct. The Contractor shall notify DHS when and if the Contractor operations cease during the six-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 Agreement between the Contractor and the auditor, assure that DHS may make reasonable inquiries of the auditor relating to audit workpapers and, furthermore, that DHS may review the auditor's workpapers in support of the audit.

G. Reporting and Monitoring

1. 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 digits shall be used to designate year. Any additional reports as deemed necessary by DHS shall be made and submitted by the Contractor upon request.

2. Monitoring Requirements

DHS reserves the right to perform scheduled and unscheduled on-site visits during normal business hours, to monitor the Contractor's activities under this Agreement at any time, either during the term, or within three years after termination of the Agreement. The Contractor shall cooperate with 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 Agreement, 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 the Contractor with a detailed written report of these findings within 60 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 CAP to DHS within 60 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 Title IV-D Cooperative Reimbursement 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 Agreement, 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 Agreements.

3. 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 Monitoring and Internal Controls 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 Agreement.

A Contractor receiving a Going Concern must submit a financial plan to the DHS Office of Monitoring and Internal Controls 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 this Agreement.

Mailing address for all audit information:

Michigan Department of Human Services  
Office of Monitoring and Internal Controls  
Grand Tower Suite 1112  
PO Box 30037  
Lansing, MI 48909

H. Recoupment of Funding and Repayment of Debts.

1. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Agreement, or fails to submit a revised Title IV-D Cooperative Reimbursement 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 Agreement which DHS has determined that the Contractor has been overpaid. The Contractor is liable for any cost incurred by DHS in the recoupment of any funding.

Upon notification by DHS that repayment is required, the Contractor shall make payment directly to DHS within 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 30 days, such failure shall constitute grounds to terminate immediately any or all of DHS' agreements with the Contractor. DHS shall also report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

2. Repayment of Debts and Other Amounts due DHS

By entering into this Agreement, 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 payments to the Contractor under this Agreement 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 Agreement is executed.

I. 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 developed in connection with this Agreement. The Contractor shall not publish or distribute any printed or visual material relating to the services provided under this Agreement without prior written permission of the state of Michigan.

If the Contractor or an agent of the Contractor creates and/or reproduces under this Agreement 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

News releases (including promotional literature and commercial advertisements) pertaining to this Agreement shall not be made without prior written DHS approval, and then only in accordance with the explicit written instructions from DHS. No results of the activities associated with the Agreement are to be released without prior written approval of DHS and then only to persons designated.

J. Subcontracts

The Contractor shall not assign this Agreement or subcontract this Agreement to other parties without obtaining prior written approval of the DHS Office of Logistics 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 Agreement including Criminal Record and Central Registry background checks when applicable. The Contractor shall be responsible for the performance of all assignees or subcontractors.

If the Contractor is a subrecipient and creates a subrecipient through subcontracting, the Contractor must monitor the subcontractor to ensure compliance with federal requirements.

If subcontracting, the Contractor must obligate the subcontractors 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 DHS' confidential information may be required to execute an acknowledgment 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. Disputes

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

L. Agreement Inclusiveness

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

M. Reporting of Retiree Employment

All other provisions of this Agreement notwithstanding, the Contractor shall provide written notification within 15 days of hiring to DHS Office of Human Resources (HR) the name, social security number, and work site of any state of Michigan retiree under their employ. Failure to notify HR within the allotted time period may result in the disallowance of all costs related to this Agreement up to the time the proper notification is received by HR.

N. 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 agreement over \$100,000, as defined at 28 CFR Part 69, the Contractor certifies to the best of its knowledge 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 an 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 department, 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 agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
- O. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Contractor certifies to the best of its knowledge that they and their principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal or state department or agency.
2. Have not within a three-year period preceding this Agreement been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in 28 CFR 67, et sec.
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause and default.

Where the parties are unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Agreement.

The Contractor shall promptly notify DHS of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractors, or any of the foregoing entities' then current officers or directors during the term of this Agreement and three years thereafter.

All notices shall be provided in writing to DHS within 15 business days after the Contractor learns about any such criminal or civil investigations and within 15 days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. However, the Contractor shall disclose if any terms of such settlement would impede the Contractor's performance of this Agreement. The Contractor may rely on similar good faith certifications of its subcontractors, which certification shall be available for inspection at the option of DHS.

The Contractor certifies to the best of its knowledge that within the past three years, the Contractor has not;

1. Failed to substantially perform a state contract or subcontract according to its terms, conditions, and specifications within specified time limits.
2. Refused to provide information or documents required by a contract including, but not limited to information or documents necessary for monitoring contract performance.
3. Failed to respond to requests for information regarding contract compliance, or accumulated repeated substantiated complaints regarding performance of a contract.
4. Failed to perform a state contract or subcontract in a manner consistent with any applicable state or federal law, rule, regulation, order, or decree.

The Contractor shall include Section O. (Certification Regarding Debarment, Suspension, and Other Responsibility Matters) language as written above in all subcontracts with other parties.

The Contractor shall require each primary subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether at the time of the award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the state of Michigan. The Contractor shall then inform DHS of the subcontractor's status and reasons for the Contractor's decision to use such subcontractor, if the Contractor so decides.

If it is determined that the Contractor knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, DHS may immediately terminate this Agreement.

If the state finds that grounds to debar exist, it shall send notice to the Contractor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the Contractor does not respond with a written request for a hearing within 20 calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight years. After the debarment period expires, the Contractor may reapply for inclusion on bidder lists through the regular application process by authority of Executive Order 2003-1.

P. Governing Law

This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the state of Michigan. Any dispute arising herein shall be resolved in the state of Michigan.

Q. Severability

Each provision of this Agreement shall be deemed to be severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be declared invalid, the remaining provisions of this Agreement shall remain in full force and effect.

R. Amendment

1. Federal or State Laws or Regulations

The Contractor shall, upon request of DHS and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of DHS, due to the revision of federal or state laws or regulations. If the Contractor refuses to sign such amendment within 15 days after receipt, this Agreement shall terminate upon such refusal. This Agreement may otherwise be amended only by the written consent of all the parties hereto.

2. Agreement Changes

- a. If DHS requests or directs the Contractor to provide any deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under this Agreement, the Contractor must notify DHS before performing the requested activities. If the Contractor fails to notify DHS, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of this Agreement and then ceases performing that work, the Contractor must, at the request of DHS, retract any out-of-scope work that would adversely affect this Agreement.
- b. DHS or the Contractor may propose changes to this Agreement. If the Contractor or DHS requests a change to the deliverable(s) or if DHS requests additional deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DHS will prepare and issue an amendment that describes the change, its effects on the deliverable(s), and any affected components of this Agreement.
- c. No proposed change may be performed until DHS issues a duly executed amendment for the proposed change.

S. Options to Renew

At the discretion of DHS, an awarded contract may be renewed in writing by an amendment not less than 30 days before its expiration. The contract may be renewed for up to two additional one-year periods.

T. Notice and Right to Cure

If the Contractor breaches this Agreement, and DHS, in its sole discretion, determines that the breach is curable, then DHS must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if DHS determines, in its sole discretion, that the breach poses a serious and imminent threat to the health and safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

The undersigned have the lawful authority to bind the Contractor and DHS to the terms set forth in this Agreement.

Dated at , MICHIGAN

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

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

County Of Tuscola Prosecuting  
Attorney

Dated at , MICHIGAN

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

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

County Of Tuscola  
(Contractor)

(Chairperson, County Board of  
Commissioners)

Dated at , MICHIGAN

This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

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

Department of Human Services

Director or Designee

Contract # : CSPA13-79002

**A. CONTRACT DESCRIPTION**

COUNTY: Tuscola CONTRACT NO: CS/ CSPA13-79002  
 PROVIDER: \_\_\_\_\_ FOC \_\_\_\_\_ PA  \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR: 2013 AMENDMENT \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2013 IV-D Budget	Adjustment To 2013 IV-D Budget	Revised 2013 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	3.00	0.00	0.00	10.00
2. % of Total FTE	30.00	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2013 IV-D Budget	Adjustment To 2013 IV-D Budget	Revised 2013 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	88,702.00	0.00	0.00	371,202.00
2. Data Processing	0.00	0.00	0.00	0.00
3. Other Direct	3,360.00	0.00	0.00	11,200.00
4. Central Services	29,568.75	0.00	0.00	98,562.50
5. Paternity Testing	100.00	0.00	0.00	100.00
<b>6. TOTAL EXPENDITURES</b>	<b>121,730.75</b>	<b>0.00</b>	<b>0.00</b>	<b>481,064.50</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>121,730.75</b>	<b>0.00</b>	<b>0.00</b>	<b>481,064.50</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>121,731.00</b>	<b>0.00</b>	<b>0.00</b>	<b>481,064.50</b>
13. County Share @ 34.00%	41,389.00	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	80,342.00	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>80,342.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**A. CONTRACT DESCRIPTION**

COUNTY: Tuscola CONTRACT NO: CS/ CSPA13-79002  
 PROVIDER: \_\_\_\_\_ FOC \_\_\_\_\_ PA  \_\_\_\_\_ COM \_\_\_\_\_  
 FISCAL YEAR: 2014 AMENDMENT \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2014 IV-D Budget	Adjustment To 2014 IV-D Budget	Revised 2014 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	3.00	0.00	0.00	10.00
2. % of Total FTE	30.00	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2014 IV-D Budget	Adjustment To 2014 IV-D Budget	Revised 2014 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	94,934.00	0.00	0.00	377,834.00
2. Data Processing	0.00	0.00	0.00	0.00
3. Other Direct	3,810.00	0.00	0.00	12,700.00
4. Central Services	30,191.25	0.00	0.00	100,637.50
5. Paternity Testing	100.00	0.00	0.00	100.00
<b>6. TOTAL EXPENDITURES</b>	<b>129,035.25</b>	<b>0.00</b>	<b>0.00</b>	<b>491,271.50</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>129,035.25</b>	<b>0.00</b>	<b>0.00</b>	<b>491,271.50</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>129,035.00</b>	<b>0.00</b>	<b>0.00</b>	<b>491,271.50</b>
13. County Share @ 34.00%	43,872.00	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	85,163.00	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>85,163.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**A. CONTRACT DESCRIPTION**

COUNTY: Tuscola CONTRACT NO: CS/ CSPA13-79002  
 PROVIDER: \_\_\_\_\_ FOC \_\_\_\_\_ PA  COM \_\_\_\_\_  
 FISCAL YEAR: 2015 AMENDMENT \_\_\_\_\_ LINE ITEM TRANSFER \_\_\_\_\_

COLUMN I	COLUMN II	COLUMN III	COLUMN IV	COLUMN V
Allocation Factors	Current 2015 IV-D Budget	Adjustment To 2015 IV-D Budget	Revised 2015 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION B</b>				
1. FTE Positions	3.00	0.00	0.00	10.00
2. % of Total FTE	30.00	0.00	0.00	100.00
3. Caseload % (FOC, COM)	100.00	0.00	0.00	100.00
Budget Categories	Current 2015 IV-D Budget	Adjustment To 2015 IV-D Budget	Revised 2015 IV-D Budget	Provider's Total Eligible Budget
<b>SECTION C</b>				
1. Personnel	102,203.00	0.00	0.00	407,803.00
2. Data Processing	0.00	0.00	0.00	0.00
3. Other Direct	3,660.00	0.00	0.00	12,200.00
4. Central Services	30,813.75	0.00	0.00	102,712.50
5. Paternity Testing	100.00	0.00	0.00	100.00
<b>6. TOTAL EXPENDITURES</b>	<b>136,776.75</b>	<b>0.00</b>	<b>0.00</b>	<b>522,815.50</b>
7. Service Fees	0.00	0.00	0.00	0.00
8. Final Judgment Fees	0.00	0.00	0.00	0.00
9. Other Income	0.00	0.00	0.00	0.00
<b>10. SUB TOTAL</b>	<b>136,776.75</b>	<b>0.00</b>	<b>0.00</b>	<b>522,815.50</b>
11. Federal Incentives	0.00	0.00	0.00	0.00
<b>12. NET BUDGET</b>	<b>136,777.00</b>	<b>0.00</b>	<b>0.00</b>	<b>522,815.50</b>
13. County Share @ 34.00%	46,504.00	0.00	0.00	0.00
14. State Share (IV-D) @ 66.00%	90,273.00	0.00	0.00	0.00
15. STATE GF/GP AMOUNT	0.00	0.00	0.00	0.00
<b>TOTAL CONTRACT AMOUNT</b>	<b>90,273.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

**Mike Hoagland**

**From:** Mike Hoagland [mhoagland@tuscolacounty.org]  
**Sent:** Friday, September 14, 2012 12:05 PM  
**To:** 'Tom Bardwell'  
**Subject:** RE: ASCAP Licensing Information for County of Tuscola, MI  
Thom

Spoke briefly with Michele McKinney who explained that this is a license we can purchase to assure that it is OK to use music at county events. I am not sure if there is any county events where this would apply. I also discussed it with the County Clerk who felt the County Attorney should read the agreement, call Michele McKinney and advise the county. Let me know if you want it sent to Kaltenbach for review.

Michael R. Hoagland  
Tuscola County/Controller Administrator  
125 W. Lincoln  
Caro, MI. 48723  
989-672-3700  
[mhoagland@tuscolacounty.org](mailto:mhoagland@tuscolacounty.org)

**From:** Tom Bardwell [mailto:tbardwell@hillsanddales.com]  
**Sent:** Friday, September 14, 2012 9:51 AM  
**To:** mwhite@tuscolacounty.org; mhoagland@tuscolacounty.org  
**Subject:** RE: ASCAP Licensing Information for County of Tuscola, MI

What do we use this for? Usually the DDA has the Music license if it's for Caro. Can you give me an update?

Thanks,

Thom

**From:** Margie A. White [mailto:mwhite@tuscolacounty.org]  
**Sent:** Friday, September 14, 2012 8:43 AM  
**To:** mhoagland@tuscolacounty.org; Tom Bardwell  
**Subject:** FW: ASCAP Licensing Information for County of Tuscola, MI

**From:** Michele McKinney [mailto:mmckinney@ascap.com]  
**Sent:** Thursday, September 13, 2012 5:32 PM  
**To:** clerk@tuscolacounty.org  
**Subject:** ASCAP Licensing Information for County of Tuscola, MI



{!Today}

Ms. Margie White  
County of Tuscola, MI  
County of Tuscola, MI  
125 W Lincoln St  
Caro, MI 48723-1598  
US

Dear Ms. White:

ASCAP's more than 444,600 songwriter and publisher members thank you for using music. As you know, music plays an important part in many government activities and services including, concerts, arts & craft fairs, parades, First Night and New Year's Celebrations, fireworks, carnivals, music-on-hold, swimming pools, community center dances, aerobics classes, . . . and the list goes on and on. It is also important to note that music is a valuable intellectual property. Ownership of this property remains with those who create it. To publicly perform copyrighted music legally, you must obtain permission from the copyright owners or their representatives, such as ASCAP.

The International Municipal Lawyers Association (IMLA) recognized that local governments should be aware of the responsibility to obtain permission for music at the next municipal concert, festival or in any number of other events or within governmental facilities. Until now most communities had to negotiate licenses for each event or use. For this reason, IMLA and ASCAP negotiated a license that would serve the needs of local governmental entities. The negotiations were marked by a spirit of goodwill and provide an efficient and affordable method for local governments to receive a license to use music. In addition, it ensures your local government's compliance with the copyright law while recognizing the rights of ASCAP's composers, authors, and publishers.

Enclosed is a brochure that discusses the copyright law and key provisions of the local government agreement, a copy of the agreement, and a reporting form. The brochure also contains information on ASCAP's members, the variety of music in the ASCAP repertory, and the resources available to those seeking more information on ASCAP's members and their repertory. Additional information regarding this license may be found at the IMLA website ([www.imla.org](http://www.imla.org)). You can also visit our website at [www.ascap.com](http://www.ascap.com).

Some local government entities may already have various ASCAP agreements in effect. If this situation pertains to your local government, outstanding fees due under any preexisting ASCAP license agreement must be brought current.

Please complete, sign and return the enclosed Agreement and report form to ASCAP; an executed copy will be returned for your files. Please contact me at the number below, if you have questions. I will be happy to provide any additional information you need. Thank you in advance for your prompt attention to this important matter.

Sincerely,

Michele McKinney  
(888) 852-1432

ASCAP, PO Box 331608-7515, Nashville, TN 37203-9998  
(Voice) (888) 852-1432 (Fax) (615) 691-7752 mmckinney@ascap.com

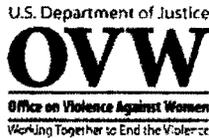
\*\*\*\*\* A S C A P \*\*\*\*\*

ASCAP. Home of the World's Greatest Songwriters, Composers and Music Publishers.

\*\*\*\*\*

This message, including any attachments, is intended solely for the person or entity to which it is addressed and may contain information that is legally privileged, confidential or otherwise protected from disclosure. If you are not the intended recipient, please contact sender immediately by reply email and destroy all copies.

(N)



U.S. Department of Justice

Office on Violence Against Women

Washington, D.C. 20530

September 14, 2012

Mr. Michael Hoagland  
Tuscola County  
440 North State Street  
Caro, MI 48723-1115

Re: FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program (Arrest Program)  
Application Number: 2012-X0473-MI-WE

Dear Mr. Hoagland:

Thank you for submitting your proposal to the Office on Violence Against Women (OVW) for the FY 2012 Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program. In Federal Fiscal Year 2012, \$50,000,000 was appropriated for this program. We received 115 proposals requesting a total of \$58,346,089.55. We received more applications than we were able to financially support and we regret to inform you that your project was not selected for Fiscal Year 2012 funding.

Your application was assessed for meeting basic minimal requirements and a detailed peer review was conducted by a panel of OVW Staff. The Arrest Program applications were reviewed and evaluated in accordance with the selection criteria outlined in the grant solicitation. Final selection was made based on scores, statutory requirements, OVW priorities and, where applicable, prior performance on previous awards.

We thank you for taking the time and effort to develop and submit your application. We encourage you to submit future applications to OVW and anticipate that the Federal Fiscal Year 2013 Arrest Solicitation will be released later this year. At that time, application information will be available on our Website at: [www.ovw.usdoj.gov](http://www.ovw.usdoj.gov).

If you have any questions, please do not hesitate to contact OVW at (202) 307-6026 and ask to speak to a staff member of the Arrest Program. Again, thank you for your application to the Arrest Program, and for your interest in serving those affected by sexual assault, domestic violence, dating violence and stalking.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bea Hanson".

Bea Hanson  
Acting Director

Cc: Diane Santhany



**RELEASE AND WAIVER OF CLAIMS AGREEMENT**

This Release and Waiver of Claims Agreement (Agreement) is made on \_\_\_\_\_, 2012, between Thumb Cellular, LLC (Thumb Cellular), of 82 S. Main Street, P.O. Box 650, Pigeon, MI 48755; Tuscola County (the County), a Michigan municipality with its main offices at 125 W. Lincoln Street, Caro, MI 48723; and the Tuscola County Amateur Radio Association (the Amateur Radio Association), of \_\_\_\_\_.

**Background**

A. Currently, there is a telecommunications tower (the Current Tower) located on property located at 224 E. Grand Street, Caro, MI.

B. The Current Tower has telecommunications equipment on it, including telecommunications equipment owned and operated by the Thumb Cellular, and radio equipment owned and operated by the Amateur Radio Association.

C. The Current Tower is in the process of being torn down and removed, and Thumb Cellular is in the process of constructing a new telecommunications tower to be located at the same address in Caro, Michigan (the New Tower).

D. Once Thumb Cellular completes construction of the New Tower, it will remove its facilities that are on the Current Tower and install them on the New Tower.

E. The County has asked Thumb Cellular to remove certain equipment of the Amateur Radio Association from the Current Tower and install it on the New Tower when the New Tower is constructed.

F. The Amateur Radio Association is agreeable to allowing Thumb Cellular to remove certain of its equipment from the Current Tower and install it on the New Tower.

G. Thumb Cellular is agreeable to removing the Amateur Radio Equipment from the Current Tower and installing it on the New Tower, subject to certain conditions limiting its liability.

H. The County, the Amateur Radio Association, and Thumb Cellular each desire to memorialize in writing their agreement regarding Thumb Cellular removing certain equipment of the Amateur Radio Association and installing it on the New Tower.

NOW, THEREFORE, the parties mutually agree as follows:

1. Within 30 days after Thumb Cellular completes construction of the New Tower, Thumb Cellular must remove the following equipment from the Current Tower and install that equipment on the New Tower:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Collectively, the equipment to be removed and installed on the New Tower is referred to as the Amateur Radio Equipment.)

2. In exchange for Thumb Cellular relocating the Amateur Radio Equipment, the County and Amateur Radio Association RELEASE Thumb Cellular IN FULL and WAIVE all claims of liability against Thumb Cellular based on (a) any damage that may occur to the Amateur Radio Equipment during Thumb Cellular's removal of that Equipment from the Current Tower or during Thumb Cellular's installing that Equipment on the New Tower; (b) the inoperability of the Amateur Radio Equipment after Thumb Cellular installs the Equipment on the New Tower; or (c) the operability of the County's emergency service operation after Thumb Cellular installs the Equipment on the New Tower.

3. Thumb Cellular waives all claims against the County and the Amateur Radio Association for compensation based on its removal of the Amateur Radio Equipment from the Current Tower and installing it on the New Tower.

4. All parties understand and agree that by signing this Release, they are giving up the right to sue for matters identified in this Agreement.

5. In making this Release, the parties have relied entirely on their own judgment and that of their respective attorneys. No statement made by any representative of either of the parties concerning either the nature or extent of their claims or the legal liability or financial responsibility of the parties has led either of the parties to make this Release and Settlement Agreement.

6. Each of the parties acknowledges that no promise, inducement, or agreement (other than those expressed in this Agreement) has been made to the other party regarding the subject matter of this Agreement. This Agreement contains the entire agreement between the parties as to the subject matter covered in this Agreement, and each of the parties understands that the terms of this Agreement are contractual and not a mere recital.

7. This Agreement is binding upon and inures to the benefit of the parties (and their respective heirs, successors, and assigns).

8. All parties have read and understand this Agreement, and all parties sign it knowingly and voluntarily.

9. This Release may be executed in one or more counterpart copies; each of those fully executed copies is considered an original, and together constitutes one agreement.

10. This Agreement is governed by the laws of the State of Michigan.

11. If any part of this Agreement is held invalid, that holding does not invalidate the remaining terms.

12. This Agreement supersedes all prior Agreements between the parties as to the subject covered in this Agreement, and all prior Agreements or understandings are merged into this Agreement.

This Agreement is effective (Effective Date) on the date of the last signature below.

THUMB CELLULAR, LLC

Witness \_\_\_\_\_

By: Paul Picklo  
Its: General Manager  
Date: \_\_\_\_\_

TUSCOLA COUNTY

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

THE AMATEUR RADIO ASSOCIATION

Witness \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Marina Location:**

5825 Loomis Road  
Unionville, Michigan 48767  
(989) 674-2668

June 16, 2010

**Sunset Bay Marina, Inc.**

Mr Thomas Bardwell, Chairperson  
Tuscola County Board of Commissioners  
207 E. Grant Street  
Caro, Michigan 48723

Dear Mr. Bardwell:

I am in receipt of your letter of June 10, 2010 stating that the county has decided not to seek the opportunity to apply for a State of Michigan Recreation Trust Fund grant to acquire Sunset Bay Marina as a municipal harbor and recreational park for Tuscola County. We fully understand the reluctance by the county to undertake such an endeavor during these difficult economic times.

As you know, Sunset Bay Marina has served the greater Saginaw Valley and beyond since its inception in 1954. We have been committed from its beginning to provide for the recreational boating and fishing needs of the public. More recently, camping and swimming have been added to our services, with Sunset Bay Marina having the only beach in this area.

We feel strongly that as a municipal harbor and recreational park, Tuscola County would be in a very good position to receive other grants from federal, state, and private foundation sources. These grants would greatly augment the recreational services provided to the people of Tuscola County and would attract others to spend their tourism dollars locally, thereby providing a much needed economic boost. Tuscola County would have its own Great Lakes park on Saginaw Bay.

The acquisition application, if approved by the Michigan Recreational Trust Fund, would provide for the trust fund to grant 75% of the cost of acquisition with the remaining 25% covered by a local match. The match can be covered in several ways and does not necessarily have to be in cash. Sunset Bay Marina is prepared to offer to cover up to 100% of the match on behalf of the county. As an example, if the Recreational Trust Fund were to approve two million (\$2,000,000) dollars as the cost of acquisition, with 75% granted by the trust fund, or one million five hundred thousand (\$1,600,000) dollars, the 25% local match of five hundred thousand (\$500,000) dollars would be covered by Sunset Bay Marina's acceptance of the trust funds 75% grant as payment in full, resulting in no cost to the county. In addition, to assist the county in this endeavor, Sunset Bay Marina is prepared to donate 10% of the proceeds to the county to be used for upgrading and promoting the recreational park.

This is an opportunity that should be taken seriously by the Tuscola County Board of Commissioners. Given the information outlined in the previous paragraph, Sunset Bay Marina urges the Commissioners to reconsider its decision not to proceed with the Trust Fund's acquisition application.

Sincerely,

Frank Gallo, Secretary/Treasurer  
Sunset Bay Marina, Inc

cc: Jim McLoskey, EDC Director

*"The Family Marina on Saginaw Bay."*



STATE OF MICHIGAN  
54<sup>TH</sup> CIRCUIT COURT  
71B DISTRICT COURT  
TUSCOLA COUNTY PROBATE COURT  
440 NORTH STATE STREET  
CARO, MI 48723  
TELEPHONE: (989) 672-3800

HON. KIM DAVID GLASPIE  
CHIEF JUDGE

DONNA L. FRACZEK, COURT ADMINISTRATOR

## MEMORANDUM

DATE: September 20, 2012  
TO: Clayette Zechmeister, Chief Accountant  
FROM: Donna L. Fraczek, Court Administrator   
RE: Line Item Transfers

Please transfer the following in the **Circuit/Family Court** budget:

\$1,000 from line item 132-805-010 (Steno Transcripts) to 132-805-020 (Steno Appeal Transcripts)  
\$700 from 132-851-010 (Cellular Phones) to 132-851-000 (Telephone)

Please transfer the following in the **Probate Court** budget:

\$100 from line item 148-982-000 (Books) to 148-804-010 (Steno Transcripts)

Thank you.



## TUSCOLA COUNTY MOSQUITO ABATEMENT

1500 Press Drive  
Caro, Michigan 48723-9291  
989-672-3748 Phone ~ 989-672-3724 Fax  
Directors – Kim Green & Rich Colopy

---

To: Tuscola County Board of Commissioners  
Michael Hoagland – Controller/Administrator

From: Kimberly Green, Co-Director  
Rich Colopy, Co-Director

Date: August 23, 2012

RE: Request to purchase trucks, trade in old trucks

Mosquito Abatement has over the last three years been in the process of replacing our original fleet of trucks. We have four trucks remaining to be replaced.

In addition we have nine old trucks that we need to sell or trade.

We have obtained four bids from dealerships in Tuscola County, requesting bids on four new trucks, as well as a bid on trade in for the nine old trucks.

Bell-Wasik was able to provide the lowest bid, (with trade in) on four 2013 GMC Sierra 2WD, regular short cab box, V-6 trucks for \$18,527.00 per truck for a total of \$74,108.00. Trade in value on nine chevy trucks was offered at \$ 18,900.00, bringing the total purchase price to \$55,208.00

We would like to request permission to trade in the nine trucks and purchase four new trucks. Funding for the purchase will be included in our budget for 2013. (Please see attached for breakdown of equipment and bid.)

Respectfully,

Kimberly Green, Co-Director

Rich Colopy, Co-Director

TUSCOLA COUNTY  
BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Print Form



Please return this questionnaire to the County Clerk's Office, Attention: Appointments Division, 440 N. State St., Caro MI 48723; by email to [appoint@tuscolacounty.org](mailto:appoint@tuscolacounty.org) ; or by fax at (989) 672-4266  
Please submit your resume with this application.

Boards/Commissions for which you would like to be considered: Recycling

Boards/Commissions for which you would like to be considered: Others as conditions may warrant

First Name\* Dorothy Middle Initial\* D Last Name\* SCOLLON

Have you ever used, or have you ever been known by any other name?  Yes  No  
→ "Dotty"

If yes, provide names and explain: Dotty - NickName

Home Address 4849 Seeger City Cass City Zip 48726

Township Elkland County Tuscola

Employer Name: (retired) high school teacher

Employer Address Cass City Schools City Cass City Zip 48726

Position Title

Work Number\* / (10 digit) Home Number\* 989-872-2935 (10 digit) Cell Number / (10 digit)

Email scollon7@charter.net (email is the preferred method of contact, please provide if available)

Are you a United States Citizen?  Yes  No

EDUCATION (Include degree and dates; if answered in full on your attached resume, please indicate):

B. Science degree Michigan State UNIVERSITY 1959  
18 Continuing Ed credits - Central Mi Univ. 1989

EMPLOYMENT EXPERIENCE (if answered in full on your attached resume, please indicate):

Manager of Cass City Veterinary Clinic, Cass City, Mo.  
Bookkeeper for 46 years. Husband's practice

Do you hold any professional licenses? If so, please include numbers:

PROVISIONAL Teaching Degree K-12 - 8th all areas  
9-12 VOCATIONAL HOME ECONOMICS

What special skills could you bring to this position?

Longtime AVID recycler, Longtime volunteer in local schools  
Cooperative and collaborative

Previous government appointments:

community

served on MSU Extension Board - 4 years  
and Tuscola Cty Community Foundation 10 years,  
Gas secretary

Please provide us with the names of your:

State Senator Mike Green

State Representative Kurt DANKOW

County Commissioner Roger Allen

The following **optional** information is elicited in order to ensure that this administration considers the talent and creativity of a diverse pool of candidates. In addition, specific backgrounds or qualifications are legally required for appointment to some boards and commissions. You may, therefore, wish to provide this information in order to ensure that you are considered for relevant boards and commissions.

Age  Political Affiliation Independent Military Service  —  
SR CITIZEN

Spouse or Partner's Name deceased - Edward Scollon former Commissioner

**CONSENT AND CERTIFICATION**

I, Dorothy Scollon (please print name), hereby certify that the information contained in this application is true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any misrepresentation, falsification or omission of information on this application or on any document used to secure employment shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery.

Dorothy Scollon  
Signed By

Rec'd  
9/5/12

TUSCOLA COUNTY  
BOARDS & COMMISSIONS APPOINTMENT APPLICATION

Print Form

Please return this questionnaire to the County Clerk's Office, Attention: Appointments Division, 440 N. State St., Caro MI 48723; by email to [appoint@tuscolacounty.org](mailto:appoint@tuscolacounty.org); or by fax at (989) 672-4266 Please submit your resume with this application.

Boards/Commissions for which you would like to be considered:

Boards/Commissions for which you would like to be considered:

First Name\*  Middle Initial\*  Last Name\*

Have you ever used, or have you ever been known by any other name?  Yes  No

If yes, provide names and explain:

Home Address  City  Zip

Township  County

Employer Name:

Employer Address  City  Zip

Position Title

Work Number\*  Home Number\*  Cell Number

Email  (email is the preferred method of contact, please provide if available)

Are you a United States Citizen?  Yes  No

EDUCATION (Include degree and dates; if answered in full on your attached resume, please indicate):

CARO HIGH SCHOOL GRADUATED 2002 GENERAL PREP  
TUSCOLA TECH CENTER 2000-01/01-02 COMPUTERS

EMPLOYMENT EXPERIENCE (if answered in full on your attached resume, please indicate):

Currently have own media service, have been in media for nearly 20 years.  
- Also for 6 years served in some capacity in Mental Health

Do you hold any professional licenses? If so, please include numbers:

[Empty box for professional licenses]

What special skills could you bring to this position?

Media Relations & experience in some capacity Mental Health

Previous government appointments:

Tuscola Behavioral Board Apr. Feb. 2010-2011

Please provide us with the names of your:

State Senator Mike Green

State Representative Kurt Dambrow

County Commissioner Thomas Bardwell

The following optional information is elicited in order to ensure that this administration considers the talent and creativity of a diverse pool of candidates. In addition, specific backgrounds or qualifications are legally required for appointment to some boards and commissions. You may, therefore, wish to provide this information in order to ensure that you are considered for relevant boards and commissions.

Age [ ] Political Affiliation [ ] Military Service [ ]

Spouse or Partner's Name [ ]

CONSENT AND CERTIFICATION

I, Brad Glassford (please print name), hereby certify that the information contained in this application is true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any misrepresentation, falsification or omission of information on this application or on any document used to secure employment shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery.

Signed By [Signature]

***Brad Glassford***  
310 Madison St  
Caro, MI 48723-1818  
(989) 670-2786  
(989) 286-1546  
E-mail: bradg1983@yahoo.com

---

**Objective:**

**To join the Tuscola Behavioral Health Systems Board of Directors**

**Experiences:**

- **Previously served 10 months on the Tuscola Behavioral Health Systems Board of Directors (and was on Recipient Rights Committee)**
- **Served 3 years (1 term) as President of the Board of Directors at the former drop-in, Tuscola Place For Peace in Caro, MI**
- **Volunteered time at Tuscola Homeless Coalition, assisting those in need of housing, etc.**
- **Was a former standing member of Continuum of Care which dealt with the awareness of homelessness in the Thumb of Michigan**
- **Formerly staff at Tuscola Peer Center as a Sub, assisting consumers and doing minor work (cleaning, making copies, etc.)**

**Work History:**

**Tuscola Peer Center Caro, MI (April 2011- November 2011)**

**- Duties performed: Minor Cleaning, Make Copies, Transporting, etc.**

**Tuscola Homeless Coalition Caro, MI (2007-2008)**

**- Duties performed: Assist with filling out paperwork with individuals  
And retrieved messages off answer machine**

**Education:**

**Caro High School Caro, MI Graduation: 2002 Courses: General, Prep**  
**Tuscola Technology Center Caro, MI 2000-2002 Courses: Computers**