



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

NOVEMBER 13, 2008

NOTICE OF MEETING

There will be a meeting of the **BOARD OF COMMISSIONERS** on Thursday, November 20, 2008 at **7 p.m.**, on the 9th Floor of the County Administration Building, in the Commissioners' Board Room, Mount Clemens.

(Invocation this month is by Commissioner Kathy Vosburg)

TENTATIVE AGENDA

1. Presentation of Resolution for MCREST (Board Chair)
2. **COMMITTEE REPORTS:**
 - a) Justice & Public Safety, November 10 (attached)
 - b) Planning & Economic Development, November 12 (attached)
3. **RESOLUTIONS:**
 - a) Supporting the Van Dyke – 8 Mile Gateway Collaborative as a Michigan Center for Regional Excellence (offered by Vosburg; recommended by PED Committee on 11-12-08) (attached)
 - b) Supporting the Michigan Green Schools Program in Macomb County (offered by Brdak; waived to Full Board by LAS Committee Chair) (attached)
4. **ITEMS WAIVED BY LAS COMMITTEE CHAIR:**
 - a) Miscellaneous Department Request/Sheriff's Office (attached)
 - b) Renew Authorization for Clerk/Register of Deeds to Fight Real Estate Fraud and Continue the Five "Extra Hire" Employees to Implement the "Entry Book" (attached)
5. **ITEMS WAIVED BY SENIOR CITIZENS COMMITTEE CHAIR:**
 - a) Accept AAA 1-B/MMAP One-Time Supplemental Contract for LIS Outreach (attached)
 - b) Accept SMART Specialized Services Operating Assistance Program Third-Party Contract for FY 2009 (attached)

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
Susan L. Doherty - District 5

Joan Flynn - District 6
Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Philis DeSaele - District 10

Ed Szczepanski - District 11
Peter J. Lund - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15

William A. Crouchman
District 23
Chairman

Dana Caruphous-Peterson
District 18
Vice-Chair

Leonard Haggerty
District 21
Sergeant-At-Arms

Carey Torrice - District 16
Ed Bruley - District 17
Paul Gielegem - District 19
Kathy Tocco - District 20

Betty Slinde - District 22
Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

6. **APPOINTMENTS:**

a) **COMMUNITY CORRECTIONS BOARD**

(1 appointment; vacant term ending 3-31-11)

(correspondence from Board Chair and one application is attached)

b) **LOCAL EMERGENCY PLANNING COMMITTEE**

(correspondence from Acting Director of Emergency Management is attached)

In addition to the agenda items listed, Committee Reports are also anticipated from the following committee meetings: Operational Services, November 12; Health Services, November 13; Community Services, November 14; Personnel, November 17; Budget, November 18 and Finance, November 19.

Any other matters that require Full Board consideration and the reports listed above will be attached to your official Full Board agenda.



Corinne Bedard
Committee Reporter



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NOVEMBER 10, 2008

TO: BOARD OF COMMISSIONERS

**FROM: KEITH RENGERT, CHAIR
JUSTICE AND PUBLIC SAFETY COMMITTEE**

**RE: RECOMMENDATIONS FROM JUSTICE AND PUBLIC
SAFETY COMMITTEE MEETING OF 11-10-08**

At a meeting of the Justice and Public Safety Committee, held Monday, November 10, 2008, the following recommendations were made and are being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS ACCEPT AND ENTER INTO THE 2007 MICHIGAN CITIZEN CORPS GRANT AGREEMENT WITH THE MICHIGAN STATE POLICE EMERGENCY MANAGEMENT HOMELAND SECURITY DIVISION IN THE AMOUNT OF \$21,753.32. NO LOCAL MATCH IS REQUIRED. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY SLINDE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE EMERGENCY VENDOR AGREEMENT AS RECOMMENDED BY THE ACTING DIRECTOR OF EMERGENCY MANAGEMENT AND THE PURCHASING MANAGER. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY SAUGER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE FISCAL YEAR 2008/2009 ACCESS AND VISITATION CONTRACT IN THE AMOUNT OF \$12,000, WHICH IS 100% FEDERALLY FUNDED. THIS CONTRACT COVERS THE PERIOD OF OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR RENGERT, SUPPORTED BY VICE CHAIR BRDAK.

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Phillis DeSaele - District 10

Ed Szczepanski - District 11
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Kathy Tocco - District 20

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Kathy D. Vosburg - District 25
Leon Drolet - District 26

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Accept and enter into the 2007 Michigan Citizen Corps Grant Agreement with the Michigan State Police Emergency Management Homeland Security Division in the amount of \$21,753.32. No local match is required.

INTRODUCED BY: Commissioner Keith Rengert, Chairman, Justice & Public Safety Committee

See attached report.

COMMITTEE/MEETING DATE

JPS 11-10-08 - approved
Full Board 11-20-08

RESOLUTION NO: _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the Emergency Vendor Agreement as recommended by the Acting Director of Emergency Management and the Purchasing Manager.

INTRODUCED BY: Commissioner Keith Rengert, Chairman, Justice & Public Safety Committee

See attached report.

COMMITTEE/MEETING DATE

JPS 11/10/08 - Approved
Full Board 11/20/08

TO: William A. Crouchman, Board Chairman
Board of Commissioners

FROM: Victoria Wolber, Acting Director
Emergency Management & Communications

SUBJECT: Contract/Program Review Request

BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE:
JPS - November 10, 2008 and Full Board - November 20, 2008

Title: Emergency Vendor Agreement

Department: Emergency Mgmt/Purchasing Contact Person: Victoria Wolber

Date Submitted: October 14, 2008 Telephone No.: 469-6390

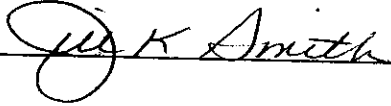
Status: Check appropriate box

Initial Revision Extension Final

Other (Please Explain Below)

Other _____

OFFICE OF CORPORATION COUNSEL

Approved  Date 10/21/08

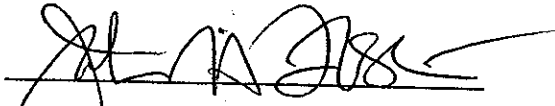
Rejected _____ Date _____

OFFICE OF RISK MANAGEMENT

Approved  Date 10/23/08

Rejected _____ Date _____

FINANCE DEPARTMENT

Approved  Date 10/27/08

Rejected _____ Date _____

Contract/Program Synopsis
*When Rejected Attach Explanation

RECEIVED

OCT 21 2008

CORPORATION COUNSEL

Macomb County
Office of Emergency Management
Emergency Vendor Agreement

This agreement is made and entered into this ____ day of _____, 200_ by and between _____ (CONTRACTOR) and the County of Macomb, Michigan.

The CONTRACTOR has voluntarily agreed to be a supplier of necessary goods and services to the County in times of emergency and/or disaster. If goods or services are needed in times of emergency and/or disaster, the CONTRACTOR agrees to the following:

AGREEMENT

1. To provide 24/7 contact information to the County for the purpose of requesting goods and services. Contact information will be updated by the County on a yearly basis.
2. Goods and services made by authorized representatives of the County will be immediately honored by the CONTRACTOR. The County will be given priority over other customers.
3. The price charged shall not exceed the average retail price of merchandise being sold during the ninety (90) days immediately preceding the "declared event", or at a mark-up which is a larger percentage over wholesale cost than being added to the wholesale cost prior to the "declared event".
4. The County shall promptly pay for all requested goods and services provided under the provisions of this agreement.
5. This agreement shall remain in force and effect unless terminated by written notice by any or all parties. Termination of the agreement will result thirty (30) days after the written notice is received by the County of Macomb Purchasing Manager.

WITNESS:

CONTRACTOR:

By: _____

Its: _____

WITNESS:

APPROVED:

County of Macomb (OWNER)

Polly Helzer, Purchasing Manager

CONTRACTOR NAME/PERSON/TITLE: _____

ADDRESS: _____

24-HOUR CONTACT NUMBERS:

PHONE: _____ **FAX:** _____ **CELL:** _____

E-MAIL: _____ **WEBSITE:** _____

Macomb County
Office of Emergency Management
Emergency Suppliers
Commodity List

Below are the commodities the County has selected for this plan. Please indicate which commodities you are able to supply. If there are significant items available not on the list, please write them in on the following page.

- | | |
|--|--|
| <input type="checkbox"/> Air bottles | <input type="checkbox"/> Industrial maintenance/cleaning |
| <input type="checkbox"/> Alarm Systems | <input type="checkbox"/> Janitorial supplies |
| <input type="checkbox"/> Ambulances | <input type="checkbox"/> Mobile radios |
| <input type="checkbox"/> Barricades | <input type="checkbox"/> Outdoor lighting |
| <input type="checkbox"/> Batteries | <input type="checkbox"/> Pavement marking |
| <input type="checkbox"/> Blankets – disposable | <input type="checkbox"/> Pharmaceuticals |
| <input type="checkbox"/> Body bags | <input type="checkbox"/> Pipeline |
| <input type="checkbox"/> Catering | <input type="checkbox"/> Piping |
| <input type="checkbox"/> Communication systems/equipment | <input type="checkbox"/> Plywood |
| <input type="checkbox"/> Computers/computer parts | <input type="checkbox"/> Police Equipment |
| <input type="checkbox"/> Cranes | <input type="checkbox"/> Portable heating |
| <input type="checkbox"/> Decontamination supplies | <input type="checkbox"/> Portable message/arrow boards |
| <input type="checkbox"/> Disaster kits | <input type="checkbox"/> Portable toilets |
| <input type="checkbox"/> DPW supplies/services | <input type="checkbox"/> Protective clothing/masks |
| <input type="checkbox"/> Dumpster rental | <input type="checkbox"/> Pumps |
| <input type="checkbox"/> Electrical supplies | <input type="checkbox"/> Refrigerated trucks |
| <input type="checkbox"/> Electrician | <input type="checkbox"/> Rescue equipment |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Road safety equipment/materials |
| <input type="checkbox"/> Emergency light/sirens | <input type="checkbox"/> Road signs |
| <input type="checkbox"/> Emergency response services | <input type="checkbox"/> Safety clothing |
| <input type="checkbox"/> Emergency vehicles | <input type="checkbox"/> Sandbags |
| <input type="checkbox"/> Fencing | <input type="checkbox"/> Security cameras |
| <input type="checkbox"/> Fire equipment | <input type="checkbox"/> Sewer cleaning |
| <input type="checkbox"/> Fire extinguishers | <input type="checkbox"/> Sewer jetter |
| <input type="checkbox"/> Fire suppression clothing | <input type="checkbox"/> Sign materials |
| <input type="checkbox"/> Fire aid/EMS/medical supplies | <input type="checkbox"/> Signs |
| <input type="checkbox"/> Flares | <input type="checkbox"/> Tents/shelter |
| <input type="checkbox"/> Flashlights | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Food/mass feedings | <input type="checkbox"/> Towing services |
| <input type="checkbox"/> Gasoline/diesel fuel | <input type="checkbox"/> Traffic control equipment |
| <input type="checkbox"/> Generator/UPS | <input type="checkbox"/> Truck bodies |
| <input type="checkbox"/> Guard rails | <input type="checkbox"/> Truck maintenance/repair |
| <input type="checkbox"/> Hard hats | <input type="checkbox"/> Trucking |
| <input type="checkbox"/> Hazardous waste cleanup | <input type="checkbox"/> Underground inspection services |
| <input type="checkbox"/> Hazardous waste transportation/disposal | <input type="checkbox"/> UST removal |
| <input type="checkbox"/> Heating and cooling | <input type="checkbox"/> Vacuum trucks |
| <input type="checkbox"/> Heavy equipment rental | <input type="checkbox"/> Veterinary supplies/services |
| <input type="checkbox"/> I.T. repair/restoration services | <input type="checkbox"/> Water – bottled |

Macomb County
Office of Emergency Management
Emergency Suppliers
Commodity List

Items available not listed on the previous page: _____

CONTRACTORS NAME: _____

ADDRESS: _____

CONTACT PERSON/TITLE: _____

24-HOUR CONTACT NUMBERS:

PHONE: _____ FAX: _____ CELL: _____

E-MAIL: _____ WEBSITE: _____

In the event that the above contact is unavailable, please provide alternate contact information.

CONTACT PERSON/TITLE: _____

24-HOUR CONTACT NUMBERS:

PHONE: _____ FAX: _____ CELL: _____

E-MAIL: _____ WEBSITE: _____

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

RESOLUTION TO approve the Fiscal Year 2008/2009 Access and Visitation Contract in the amount of \$12,000.00, which is 100% federally funded. This contract covers the period of October 1, 2008 through September 30, 2009.

INTRODUCED BY: Keith Rengert, Chairperson, Justice and Public Safety Committee.

COMMITTEE/MEETING DATE:

JPS 11-10-08-approval
Full Board 11-20-08



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NOVEMBER 12, 2008

TO: BOARD OF COMMISSIONERS

**FROM: KATHY VOSBURG, CHAIR
PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE**

**RE: RECOMMENDATION FROM PLANNING AND ECONOMIC
DEVELOPMENT COMMITTEE MEETING OF 11-12-08**

At a meeting of the Planning and Economic Development Committee, held Wednesday, November 12, 2008, the following recommendation was made and is being forwarded to the Full Board for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY RENGERT, SUPPORTED BY DUZYJ, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE NEIGHBORHOOD STABILIZATION PROGRAM SUBSTANTIAL AMENDMENT TO THE URBAN COUNTY'S 2008 CDBG ANNUAL PLAN AND AUTHORIZE THE BOARD CHAIR TO SIGN THE SUBSTANTIAL AMENDMENT SO THAT IT CAN BE SUBMITTED TO HUD ON DECEMBER 1, 2008. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR VOSBURG, SUPPORTED BY COMMISSIONER CAMPHOUS-PETERSON.

MACOMB COUNTY BOARD OF COMMISSIONERS

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Peter J. Lund - District 12
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Leon Drolet - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO:

Authorize: 1) the NSP Substantial Amendment to the Urban County's 2008 CDBG Annual Plan and, 2) the Board Chair to sign that Substantial Amendment so that it can be submitted to HUD, on December 1, 2008,.

INTRODUCED BY: Kathy Vosburg, Chair, Planning & Economic Development Committee

DESCRIPTION:

See memorandum dated October 30, 2008, regarding the proposed Substantial Amendment to the 2008 CDBG Annual Action Plan.

COMMITTEE/MEETING DATE

PED 11/12/08 Approved
Full Board 11-20-08

RECYCLABLE PAPER

Resolution of Support
Van Dyke - 8 Mile Gateway Collaborative
As a Michigan Center for Regional Excellence

The Macomb County Board of Commissioners supports the Van Dyke - 8 Mile Gateway Collaborative (V8) in its application to the State of Michigan for the coveted "Center for Regional Excellence" program.

V8 exists to revitalize a community anchored by the Van Dyke corridor between McNichols and 10 Mile Road in the cities of Center Line, Detroit and Warren. With active participation by local government, nonprofit organizations, businesses and neighborhood associations, V8 has implemented a number of successful initiatives designed to enhance the quality of life in the neighborhood as it boosts the success of local businesses.

The Macomb County Board of Commissioners has supported V8 since its inception in 2004 through staff expertise and resources it has made available through the Department of Planning and Economic Development and the Macomb Office of Michigan State University Extension.

In applying for designation as a Center for Regional Excellence, V8 has committed to launching a successful business association that will aid commercial enterprises along the corridor attract new customers and fill storefront vacancies. The County, through its Department of Planning and Economic Development, will continue to assist with business development activities to support the successful establishment of a member-drive business association and remain active as a member of the V8 Steering Committee. Therefore, be it resolved that the Macomb County Board of Commissioners supports the Van Dyke - 8 Mile Gateway Collaborative in its quest to be designated a State of Michigan Center for Regional Excellence.

Official Resolution
Of the Board of Commissioners
Macomb County, Michigan

**A Resolution to Support the Michigan
Green Schools Program in Macomb County**

Commissioner Brian Brdak,
On Behalf of the Board of Commissioners,
Offers the Following Resolution:

Whereas the Michigan Green Schools Program is a new program that was first enacted into law in 2006;
and

Whereas the program encourages public and private schools to take steps toward being more
environmentally and ecologically friendly; and

Whereas 20 specific activities are listed for the program, and a school must participate in at least 10 of
those activities within an academic year to be designated an official Green School; and

Whereas these activities pertain to energy-saving and environmental preservation activities which save
taxpayer money and preserve natural resources, all of which are goals of the Macomb County Board of
Commissioners; and

Whereas the law states that a county should designate a county department and/or the county's
Intermediate School District to manage the Michigan Green Schools Program in Macomb County; and

Whereas the Macomb County Board of Commissioners will partner with the Macomb Intermediate School
District (MISD), with support from the Michigan Green Schools Program organization, to jointly
administrate this program so that Macomb County public and private schools can work toward and
receive official Green Schools designation; and

Whereas there is no cost to the county to manage this program and qualifying schools will receive an
official flag and certificate at a ceremony to be held each year on Earth Day; and

Now Therefore Be It Resolved By The Board Of Commissioners, Speaking For And On Behalf Of All
County Citizens As Follows:

I

That By These Presents, the Macomb County Board of Commissioners supports the environmentally
conscious student activities which lead to savings and increased efficiency in schools and hereby
designates the Michigan Green Schools Program as an endorsed program in Macomb County which is to
be administered through a joint effort between the Board of Commissioners and the Macomb
Intermediate School District.

II

Be It Further Resolved that a suitable copy of this Resolution will be transmitted to the Macomb
Intermediate School District in testimony of the high esteem in which the **Green Schools Program in
Macomb County** is held by the Macomb County Board of Commissioners.

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve a cell phone for the Sheriff's Office with a monthly charge of \$55.00; funding is available in the Sheriff's Operations Fund.

INTRODUCED BY: Commissioner Peter Lund, Chairperson-Legislative & Administrative Services Committee

Legislative & Administrative Services Chair Peter Lund has waived this item to the Full Board.

COMMITTEE/MEETING DATE

~~LASC November 10 2008~~ *cancelled*
Full Board 11-20-08

**INFORMATION TECHNOLOGY
WIRELESS EQUIPMENT REQUEST**

INSTRUCTIONS: ONE FORM TO BE COMPLETED PER EACH PIECE OF EQUIPMENT, i.e. CELL PHONE, BLACKBERRY, AIR CARD

Name of individual to whom the wireless device will be issued: K9 DEPUTY KEVIN SZLAGA
Department: SHERIFF Equipment requested: CELL PHONE

In June of 2000, the Macomb County Board of Commissioners adopted the "Cell Phone and Mobile Two-Way Communication Policy". This Policy specified acceptable criteria for acquisition and use of these devices.

CHECK BELOW APPLICABLE CRITERIA:

** K9 HANDLER ON-CALL*

- 1. Safety and welfare of employees and citizens
- 2. Emergency response ***
- 3. Efficiency of operations
- 4. Cost effective over use of employee's private cellular phone

Equipment purchase cost: \$ FREE

Requesting Department's purchase funding source: _____

Monthly service charge: \$ 55.00

Requesting Department's Monthly service funding source: 10130501 / 12624
to 92110

NOTE: FUNDING SOURCE MUST BE SUSTAINABLE ON AN ONGOING BASIS FOR MONTHLY SERVICE CHARGES; OTHERWISE, SERVICE WILL BE AUTOMATICALLY DISCONNECTED.

Authorized department requestor CAPTAIN DAVE TESKE *Dave Teske*
Print name Signature

Finance Budget verified *David Hatcher Jr.* SR BUDGET ANALYST 10/15/08
Finance Signature

LASC MEETING DATE: NOVEMBER 10, 2008

Submitted by: *[Signature]*
Information Technology Director

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: RENEW AN AUTHORIZATION FOR THE CLERK/REGISTER OF DEEDS TO FIGHT REAL ESTATE FRAUD AND CONTINUE THE FIVE "EXTRA HIRE" EMPLOYEES TO IMPLEMENT THE "ENTRY BOOK" REQUIRED BY LAW AT A COST NOT TO EXCEED \$135,000. FUNDS ARE AVAILABLE IN THE REGISTER OF DEEDS AUTOMATION FUND, WHICH IS FUNDED FROM RECORDING FEES AND MAY ONLY BE SPENT ON REGISTER OF DEEDS IMPROVEMENTS AND ADVANCEMENTS * (see below?)

* LAS Committee Chair Lind waived this item to the Nov. 20, 2008 Full Board meeting. *Dimitri*
BACKGROUND:

This continues a Resolution passed by the Board on April 17, 2008. An 1846 Michigan law requires the Register of Deeds to maintain an "entry book" listing property records and noting the day, hour and minute of receipt. With the advent of technology, many Michigan registers of deeds gradually stopped using an entry book and instead started using computer indexes.

Someone wanting to know who owns a piece of property may check the official register of deeds registry. As filing volume dramatically increased in registers of deeds offices across the state, mainly due to mortgage refinancing and home sales, the time it takes to process a document from when it is presented at the counter until it is cleared through the Register of Deeds cashier station, scanned, imaged, microfilmed and mailed back to the filer has also increased.

	<u>Pages Recorded</u>	<u>Macomb County Register of Deeds Revenue</u>
1995	321,978	\$3,740,973.00
2007	694,714	\$6,024,914.11
2008	418,533	\$4,065,385.40 (Jan. 1, 2008-Oct. 30, 2008)

The time period between the filing of a document and when documents are publicly searchable in the computer index at the register of deeds processing is called the "recording gap." In Macomb County the recording gap has been reduced to only two to three days. In other counties, the gap is much longer. The longer the gap, the higher the risk of real estate fraud. Macomb County Register of Deeds' documents are immediately put into the entry book same day or within 24 hours.

Here is an oversimplified example of the problems the recording gap cause: A seller could sell their house today and the buyer would immediately record the deed. The same seller could sell the same house to a different buyer tomorrow. The second buyer would search the register of deeds records to make sure the seller really owned it. Because of the recording gap, the second buyer may not see the purchase done by the first buyer. The second buyer may pay the seller a "second" purchase price. By the time buyer one and buyer two realize they both purchased the same property, the seller could be long gone.

Newspaper stories about real estate fraud have appeared within the past couple of years. This problem has become so serious that title companies have sued at least one county register of deeds over the lack of an entry book.

The entry book statute was put in place to solve this problem. If there was an entry book, then in the example above, buyer two would search the official register of deeds registry. In Macomb County, if the recording gap was two days, then buyer two would also search item-by-item through the entry book for the last two days. This would put buyer two on notice that buyer one had purchased the same property, even though the transaction had not completed all of the Register of Deeds office processing.

The Macomb County Register of Deeds recently installed the technology to implement an entry book that will post indexes and images on the Internet, greatly reducing the risk of real estate fraud in Macomb County and providing public access. However, the process currently is a two-step process, requiring documents to be scanned twice: once for the entry book and once for the official registry.

Funding is available for this project in the Register of Deeds Automation Fund, which was a fund mandated by Michigan law and may only be spent on improving and implementing technology in Register of Deeds offices.

INTRODUCED BY: COMMISSIONER PETER LUND, CHAIRPERSON
LEGISLATIVE & ADMINISTRATIVE SERVICES COMMITTEE

COMMITTEE/MEETING DATE:

LAS ~~11-10-08~~ *cancelled *waived to Full Board*
Full Board 11-20-08



Carmella Sabaugh

Todd Schmitz
Deputy Clerk

Macomb County
Clerk/Register of Deeds

Betty A. Oleksik
Deputy Register of Deeds

FOR IMMEDIATE RELEASE
April 24, 2007

CONTACT
Carmella Sabaugh 586-469-7939
Michael J. Hagerty 800 351-0930 ext. 1212

County clerk uses 1846 law to fight fraud

The drafters of an 1846 law governing real estate records did not have the Internet in mind, but Macomb County Clerk / Register of Deeds Carmella Sabaugh is now using technology to comply by creating a register of deeds electronic entry book.

“Accurate public record keeping reduces fraud and our new electronic entry book will help protect our residents,” said Sabaugh. “Anyone involved in a Macomb County real estate transaction now has added protection.”

“This system is the single most important step undertaken in the last several decades by any register in this state to stem the tide of real estate fraud,” said Michael J. Hagerty, General Counsel, Metropolitan Title Company.

An 1846 Michigan law requires registers of deeds to keep an entry book showing the date and time real estate documents are received, the document type and some other information. With the widespread use of computers in the last two decades, entry books were abandoned in many counties, including Macomb. However, computer systems were overwhelmed during the last housing boom and many registers of deeds fell behind, in some cases several months behind.

Real estate records are public and are filed at the register of deeds office. When you buy a house, a search is done at the register of deeds to make sure the seller really owns it to sell. If documents are not efficiently processed by registers of deeds, then one example of fraud is that a person could sell the same house twice. After selling the house the first time, the deed showing the first buyer is the owner would be sent to the register of deeds for recording. While the first buyer's deed is being processed, the seller could find a second buyer. The second buyer would check the register of deeds and find no record of a prior sale because of delays in

Clerk's Office
40 N. Main St.
Mount Clemens, MI 48043
586-469-5120
Fax: 586-783-8184

<http://www.macombcountymi.gov/clerksoffice>
clerksoffice@macombcountymi.gov

Fax-on-Demand
Michigan: 1-888-99-CLERK
Out-of-State: 310-575-5035

Register of Deeds
10 N. Main St.
Mount Clemens, MI 48043
586-469-5175
Fax: 586-469-5130

<http://www.macombcountymi.gov/registerdeeds>
registerdeeds@macombcountymi.gov



Todd Schmitz
Deputy Clerk

Carmella Sabaugh

Macomb County
Clerk/Register of Deeds

Betty A. Oleksik
Deputy Register of Deeds

posting documents to the official registry at the register of deeds. After all paper work is finally processed by the register of deeds, the second buyer and the first buyer would realize they both bought the same house and the seller could be long gone with the money.

The electronic entry book prevents this problem because the second buyer would see the transaction involving the first buyer, even if the paper work wasn't completely processed through the register of deeds official registry system. Entry book records will always be available within 24 hours, while the official registry may be subject to delays when the housing market picks up again. The Macomb County register of deeds registry posts documents within just three days of recording.

Sabaugh's electronic entry book is available for free in the register of deeds office. Also free to search in the office in the public grantor/grantee index. On May 21 the entry book will be available via the county clerk web site for a fee, where other public real estate records are already available. The fee to search one day of entry book records online will be \$5.

The register of deeds office is open from 8:30 am – 5pm, Monday through Friday. The recording counter closes at 4:30 pm and documents received after 4:30 pm will be recorded the following business day.

Sabaugh also announced a new web interface for Macomb County public real estate records effective May 21. The fees and process for bulk purchase of real estate records are posted on Sabaugh's web site <http://www.macombcountymi.gov/clerksoffice>. Fees for individual online searches remain the same.

Clerk's Office

40 N. Main St.
Mount Clemens, MI 48043
586-469-5120
Fax: 586-783-8184

<http://www.macombcountymi.gov/clerksoffice>
clerksoffice@macombcountymi.gov

Fax-on-Demand

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registerdeeds@macombcountymi.gov

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION: to accept AAA1-B / MMAP one-time Supplemental Contract for \$4,320 for LIS Outreach. * (see below)

** Senior Citizens Committee Chair Gielegem waived this item to the Contract Outline: November 20, 2008 Full Board meeting. / Denise*

- AAA 1-B has received a one-time supplemental funding grant from the Medicare Medicaid Assistance Program (MMAP).
- The purpose of the grant is to reach out to Medicare beneficiaries who may qualify for Extra Help with Medicare Part D premium through the Low Income Subsidy (LIS).
- The Macomb County Department of Senior Citizen Services would receive one-time funding of \$4,320 for Low Income Subsidy (LIS) clients.
- The Contract period is from November 1, 2008 to March 31, 2009.

Scope of Work:

- Senior Citizen Services' Resource Advocates would identify Medicare Part D beneficiaries who may be eligible for Low Income Subsidy, review financial qualifications with the Beneficiary and if they are eligible and elect to apply, assist them with completing the Low Income Subsidy form.
- Senior Citizen Services would be required to meet the minimum outreach requirements outlined below.

Outreach Requirements:

- Counsel at least 10% or 460 Medicare beneficiaries in Macomb County who may be eligible for "extra help".
- Funding is optional. Senior Citizen Services has the option to decline participating, if they choose.

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela Willis, Director of Senior Services

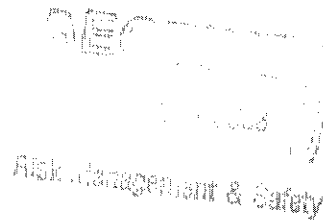
COMMITTEE/MEETING DATE

Full Board 11-20-08

TO: George Brumbaugh
Corporation Counsel

FROM: Angela Willis, Director
Senior Citizen Services

SUBJECT: Review of MMAP Supplemental Contract Details



Title: Macomb County Department of Senior Citizen Services MMAP Supplemental Contract Details (September 2008)

File#: _____

Department: Senior Citizen Services Contact Person: Dana Lazechko

Date Submitted: 10/27/08 Telephone No.: 586-466-4545

Status: Check appropriate box

Initial

Amendment

Extension

Final

Other

(Please Explain Below)

Other Please forward this document to the office below your corresponding office. Finance

Department – please forward back to Senior Services.

OFFICE OF CORPORATION COUNSEL

Approved George Brumbaugh Date 10-28-08

Rejected _____ Date _____

OFFICE OF RISK MANAGEMENT

Approved J. Arlem Date 10/28/08

Rejected _____ Date _____

FINANCE DEPARTMENT

Approved J. A. Arlem Date 10/30/08

Rejected _____ Date _____

Contract/Program Synopsis

*When Rejected Attach Explanation

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OCT 30 2008

MACOMB COUNTY
FINANCE

Page 1 of 1

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OCT 28 2008

CORPORATION COUNSEL



Advocacy • Action • Answers on Aging

County Access Centers

September 29, 2008

Oakland/Main Office
29100 Northwestern Hwy.
Suite 400
Southfield, MI 48034
Phone: 248-357-2255
800-852-7795
Fax: 248-948-9691

Ms. Angela Willis
Executive Director
Macomb County Department Senior Citizen Services
21885 Dunham Road, Suite 6
Verkuilen Building
Clinton Township, MI 48036

Dear Ms. Willis:

The Area Agency on Aging 1-B (AAA 1-B) Medicare Medicaid Assistance Program (MMAP) has received a one time supplemental funding grant from MMAP, Inc., through the Centers for Medicare and Medicaid Services (CMS) to reach out to Medicare beneficiaries who may qualify for Extra Help with Medicare Part D through the Low Income Subsidy (LIS).

Livingston/Washtenaw
3550 West Liberty Road
Suite 2
Ann Arbor, MI 48103
Phone: 734-213-6704
Fax: 734-213-6806

Resource Advocate (RA) organizations have been identified by the AAA 1-B as a potential community partner to support this outreach to low income Medicare beneficiaries. As a RA organization, the Macomb County Department of Senior Citizen Services would receive a designated amount of funds, from the AAA 1-B, to support outreach to this targeted population within your service region, as defined by the current RA contract with AAA 1-B. This one-time funding would be a separate contract and would require the Macomb County Department of Senior Citizen Services to meet a minimum outreach requirement.

Macomb
39090 Garfield, Suite 102
Clinton Twp., MI 48038
Phone: 586-226-0309
Fax: 586-226-0408

Please note this funding is optional, and RA organizations have the option to decline participating, if they choose. The amount allocated to each organization is based on the number of LIS eligible Medicare beneficiaries who have not yet signed up for the Extra Help, within your service region, as identified by CMS.

Monroe
14930 LaPlaisance, Suite 130
Monroe, MI 48161
Phone: 734-241-2012
Fax: 734-241-6877

Enclosed is more detailed information on the funding amount that the Macomb County Department of Senior Citizens would receive, the funding schedule, the scope of work, minimum benchmarks and reporting requirements.

If your organization is interested in participating in this one-time funding opportunity, please complete the enclosed form and return to Jenny Jarvis by Friday, October 10, 2008. If you have any questions on this contract opportunity, please also contact Jenny Jarvis at (248) 262-9202.

A training for participating organizations will be held on Tuesday October 22nd from 10:00 a.m. to 11:00 a.m. at the Area Agency on Aging 1-B office in Southfield. Organizations will also have the option to participate by conference call.

St. Clair
501 Gratiot Blvd., Suite 2
Marysville, MI 48040
Phone: 810-388-0096
Fax: 810-388-0132

Thank you for your continued support of older adults and persons with disabilities.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina Abbate Marzolf', is written over a horizontal line.

Tina Abbate Marzolf
Chief Executive Officer

JJ/sa

Enc.

Website: www.aaah.com

MACOMB COUNTY DEPARTMENT OF SENIOR CITIZEN SERVICES
MMAP Supplemental Contract Details
September 2008

1. Funding Amount

- a) Macomb County Department of Senior Citizen Services would receive a one time funding of \$4,320 for LIS outreach.
- b) The contract period would be from November 1, 2008 to March 31, 2009.
- c) Funding would be paid in two installments:
 - 50% of the funding would be paid when the contract is signed
 - 50% of the funding would be paid on February 15th, if Macomb County Department of Senior Citizen Services has achieved at least 60% of required outreach numbers by January 31, 2009.

2. Scope of Work

Resource Advocates would identify Medicare beneficiaries who may be eligible for the Low Income Subsidy, review financial qualifications with the Beneficiary and if they are eligible and elect to apply, assist them with completing the Low Income Subsidy Form.

3. Benchmarks

Macomb County Department of Senior Citizen Services would be required to meet the following benchmarks:

- Counsel at least 10% or 460 Medicare beneficiaries in Macomb County who may be eligible for Extra Help

4. Reporting Requirements

- a) Macomb County Department of Senior Citizen Services staff will be required to report outreach numbers by the 5th of December, January, February, March and April.
- b) Reporting will be done by using a simple one page form to reduce the amount of paperwork. A sample copy of the form is provided, and the form will also be available electronically.
- c) The form will need to be faxed or emailed to Jennifer Houghton at the Area Agency on Aging 1-B by the 5th of each month, as indicated above.

Note: Total Number of Eligible LIS Medicare Beneficiaries in Macomb County, as Identified by CMS, not yet signed up for Extra Help is 4605.



**Area Agency on Aging 1-B
Agreement Form
Medicare Medicaid Assistance Program Supplemental Funding**

Macomb County Department of Senior Citizen Services accepts the agreement as outlined on the attached page for the one-time supplemental funding through the Area Agency on Aging 1-B Medicare Medicaid Assistance Program for the period from November 1, 2008 to March 31, 2009.

Name (please print): William A. Crouchman

Name: Tina Abbate Marzolf

Signature: _____

Signature: Tina Abbate Marzolf

Title: Chair, Macomb County Board of Commissioners

Title: Chief Executive Officer

Date: _____

Date: 10-30-08

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION: to accept SMART Specialized Services Operating Assistance Program
Third-Party Contract for Fiscal Year 2009. * (see below)

** Senior Citizens Committee Chair Gielegem waived this
item to the November 20, 2008 Full Board meeting.
/ Done*

INTRODUCED BY: Commissioner Paul Gielegem, Chair, Senior Services Committee.

PRESENTED BY: Angela Willis, Director of Senior Services

COMMITTEE/MEETING DATE

Full Board 11-20-08

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OCT 20 2008

CORPORATION COUNSEL

TO: George Brumbaugh
Corporation Counsel

FROM: Karen Bisdorf, Assistant Director
Senior Citizen Services

SUBJECT: Contract Addendum Review Request

Title: SMART Specialized Services Operating Assistance Program Third-Party Contract for
Fiscal Year 2009.

File#: _____

Department: Senior Citizen Services Contact Person: Dana Lazechko

Date Submitted: 10/17/2008 Telephone No.: 586-466-4545

Status: Check appropriate box

Initial

Amendment

Extension

Final

Other

(Please Explain Below)

Other Please forward this document to the office below your corresponding office. Finance

Department -- please forward back to Senior Services.

OFFICE OF CORPORATION COUNSEL

Approved George E. Brumbaugh Date 10-21-08

Rejected _____ Date _____

OFFICE OF RISK MANAGEMENT

Approved Jed Anderson Date 10/21/08

Rejected _____ Date _____

FINANCE DEPARTMENT

Approved [Signature] Date 10/23/08

Rejected _____ Date _____

Contract/Program Synopsis

*When Rejected Attach Explanation

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OCT 23 2008

MACOMB COUNTY
FINANCE

Page 1 of 1

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OCT 21 2008

Risk Management & Safety



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

October 7, 2008

Ms. Karen Bisdorf, Assistant Director
Macomb Co. Dept. of Senior Citizens Services
Adult Day Service Program
21885 Dunham Rd., Ste. #6
Clinton Twp., MI 48036

Dear Karen:

Enclosed you will find two copies of your Specialized Services Operating Assistance Program Third-Party Contract for Fiscal Year 2009. Also enclosed are an EEOC Report "A" form, a Quarterly Operating Report, an "Appendix A", and a contract checklist. Please use the checklist to ensure that all the necessary information is returned with both copies of your signed contracts.

As I am sure that you will recall, the Specialized Services funding amount is determined by the State of Michigan and SMART simply acts as a "pass-through" agency. For this year, the overall funding amount remains unchanged and the enclosed contract identifies the same allocation as last year.

Before signing, please be sure to verify that the dollar amount (Section 3 of the contract) and the reimbursement rate (Section 6) appear accurate. Pending the return of two signed subcontracts and the submission of your quarterly reports, FY 2009 funds will be dispersed by SMART as soon as they are received from the Michigan Department of Transportation (MDOT). However, please know that MDOT will not release any of these state-wide funds unless all the FY 08 reports are submitted. To assist in closing out last year's program, please submit any outstanding quarterly reports. Remember that quarterly reports are due on the 10th day following the end of each quarter.

Thank you for your attention to this matter and, as always, if you have any questions or concerns, please call me at the Macomb Terminal at (586) 791-6834.

Sincerely,

Handwritten signature of Frédéric J. Barbret

Frédéric J. Barbret
Macomb Community Ombudsperson

Enclosures



**SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM
THIRD-PARTY CONTRACT**

-Subrecipient Provides the Transportation Service-

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the Suburban Mobility Authority For Regional Transportation (hereinafter referred to as the **AGENCY**), and the Macomb County Department of Senior Citizens Services -- Adult Day Service Program hereinafter referred to as the ("**SUBRECIPIENT**").

SECTION 1. - DEFINITIONS

- PROGRAM** Means the Michigan Specialized Services Operating Assistance program designed primarily for seniors and handicappers as defined under Section 10e(4) (d) (ii) of Act 51, of the Public Acts of 1951, as amended.
- DEPARTMENT** Means the Michigan Department of Transportation.
- BUREAU** Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.
- AGENCY** Means the Suburban Mobility Authority for Regional Transportation.
- PROJECT** Means the providing of **SPECIALIZED SERVICES**.
- SPECIALIZED SERVICES** Means public transportation services primarily designed for persons who are handicappers or who are sixty-five (65) years of age or older.
- STATE** Means the State of Michigan.
- SUBRECIPIENT** Means the organization which will provide the transit services with funds received under this Contract.
- APPLICATION** Means the **AGENCY**'s application, submitted in cooperation with the cooperation with the **SUBRECIPIENT**, for funding from this **PROGRAM** for the period from October 1, 2008 to September 30, 2009.

SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AGENCY and approved for funding by the DEPARTMENT.

SECTION 3 - - FUNDING

The AGENCY is only obligated to provide funds under this Contract to the extent funds for the PROGRAM are made available to it by the DEPARTMENT. The AGENCY's maximum obligation for the provision of funds to the SUBRECIPIENT for eligible contract costs is FIVE THOUSAND, EIGHT HUNDRED TWENTY EIGHT DOLLARS (\$5,828) as determined by the DEPARTMENT as outlined in Attachment A.

The maximum amount of the AGENCY funds to be given the SUBRECIPIENT shall not be increased without a prior written amendment to this contract. DEPARTMENT funds made available to the AGENCY through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AGENCY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AGENCY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AGENCY shall have thirty-five (35) working days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved.

Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, determined significant by the AGENCY, shall require a prior written amendment to this contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AGENCY the information required by the DEPARTMENT on the quarterly reporting form (Attachment B) within ten (10) days after the end of each state fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each State fiscal year quarter, may result in a loss of a portion of or all funding. The AGENCY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 103(4)(a); MCL 247.660(e)(4)(a); MSA 9.1097(10)(f)(4)(a), as amended, or 1951 P.A. 51, Section 10(e)(4)(d)(iv); MCLA 247, 660(e)(4)(d)(iv); MSA 9.1097 (10) (f)(4)(d)(iv); as amended their cost allocation plans must be submitted to the Bureau of Urban and Public Transportation of the DEPARTMENT for approval. Any PROJECT costs in excess of revenues reported on Attachment B will not be eligible under any other state and federal program administered by the AGENCY or the DEPARTMENT.

Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS

Except as provided in Section 3 of this contract, the AGENCY shall provide to the SUBRECIPIENT, the State funds designated for the eligible project costs incurred in performance of this contract within (10) working days of the receipt of said funds from the DEPARTMENT.

The AGENCY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the SUBRECIPIENT is \$1.20 per mile.

SECTION 7. - TERMINATION OR SUSPENSION

For any reason, the AGENCY or the SUBRECIPIENT may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AGENCY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this contract.

SECTION 8. - ACCOUNTING RECORDS, AUDITS AND DOCUMENTATION

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported on the Attachment B are established and maintained.

(b) Audit

The SUBRECIPIENT shall permit the AGENCY and/or the DEPARTMENT or the authorized representatives of the AGENCY and/or the DEPARTMENT to audit all data and

records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT until after the expiration of three (3) years after the final payment by the AGENCY.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this contract, or costs of this contract as to which exception has been taken by the AGENCY or the DEPARTMENT or the authorized representative of the AGENCY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) Costs Supported by Documentation

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d)

If a third party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e)

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10c(4)(a); MCL 247.660(e)(4)(a); MSA 9.1097(10)(f)(4)(a), as amended or 1951 P.A. 51, Section 10(e)(4)(d)(iv); MCLA 247.660(e)(4)(d)(iv); MSA 9.1097(10)(f)(4)(d)(iv), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in "Local Public Transit Revenue and Expense Manual". All other providers of service shall use the "Revenue, Expense and Nonfinancial Data Definition Manual for Less Specialized Services Agencies".

(f)

The SUBRECIPIENT agrees to indemnify the agency, its agents, employees and assigns against all claims by the State or the department for loss, damage, or injury sustained as a consequence of the SUBRECIPIENT failing to comply with the terms of Section 8 (a) through (f) of this agreement.

SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE

The SUBRECIPIENT shall not enter into contracts with third parties for provision of services herein unless such contract has been approved by the AGENCY. Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this contract, nor shall any such approval by the AGENCY be construed as a warranty of the third-party's qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.

SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AGENCY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AGENCY upon request.

SECTION 11 - INDEMNIFICATION

(a) Insurance

The SUBRECIPIENT shall maintain the following insurance for the duration of the contract, and furnish certificates of insurance to the AGENCY prior to being eligible for the receipt of any funds hereunder:

(i) Comprehensive General Liability - \$1,000,000 per occurrence, including contractual liability. SMART shall be named as Additional Insured.

(ii) Automobile No-Fault Liability - \$250,000 per person/
\$500,000 per occurrence bodily injury and \$250,000
property damage. SMART shall be named as
Additional Insured.

(iii) Worker's Compensation - Michigan Statutory coverage
and Employer's Liability - \$100,000.

SUBRECIPIENT's insurance policies shall provide for 30
days advance written notice to AGENCY in event of termi-
nation or reduction in coverage.

(b) Indemnification -

The SUBRECIPIENT, in addition to the policy of insurance
provided for herein, agrees to indemnify and hold harmless
the STATE, the DEPARTMENT and the AGENCY from
any and all claims for damages of any kind and from
attorneys fees and related costs arising out of, under, or by
reason of this contract, except claims resulting from the
sole negligence or willful act or omission of said
indemnitee its agents or employees.

(c) No Assumption of Obligation

The AGENCY shall not be subject to any obligations or
liabilities by contractors of the SUBRECIPIENT or their
subcontractors, or by any other person not a party to this
contract without its specific consent, and notwithstanding
its concurrence in or approval of the award of any contract
or subcontract or the solicitation thereof.

It is expressly understood and agreed that the SUBRECIPI-
ENT shall take no action or, conduct which arises either
directly or indirectly out of its obligations, responsibilities
and duties under this contract which results in claims being
asserted against or judgments being imposed against the
AGENCY.

In the event that the same occurs, for the purposes of this
contract, it will be considered as a breach of this contract
thereby giving the AGENCY a right to seek and obtain any
necessary relief or remedy, including, but not by way of
limitation, a judgment for money damages.

SECTION 12. - PROHIBITED DISCRIMINATION

In connection with the acceptance of this contract, the SUBRECIPIENT (hereinafter in Appendix "A" referred to as the "Contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", dated August, 1985, attached hereto and made a part hereof. The SUBRECIPIENT further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this contract is made.

SECTION 13. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423, 321 et seq; MSA 17.458(21) et seq, the SUBRECIPIENT, in the performance of this contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AGENCY may void this contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this contract subsequently appears in the register during the performance period of this contract.

SECTION 14. - MISCELLANEOUS PROVISIONS

- (a) If any provision of this contract is held invalid, the remainder of this contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

- (b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.
- (c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this contract. The SUBRECIPIENT further warrants that in the performance of this contract, no person having any such interest shall be employed.
- (d) None of the funds, materials, property, or services obtained by the AGENCY or the SUBRECIPIENT under this contract shall be used for any partisan political activity, or to further the election or defeat of any activity, or defeat of any candidate for public office.
- (e) The SUBRECIPIENT shall not assign any interest in this contract without the prior written approval of the AGENCY, provided, however, that compensation due the SUBRECIPIENT under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AGENCY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this contract.
- (f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 15 - TERM OF CONTRACT

Upon execution, this contract shall cover the period commencing October 1, 2008, and extending through September 30, 2009.

The SUBRECIPIENT agrees to notify the AGENCY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 16 - SIGNING

This Contract shall become binding on the parties hereto upon the signing thereof by the duly authorized official(s) for the SUBRECIPIENT and the AGENCY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

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

THE FOREGOING IS HEREBY ACKNOWLEDGED AND AGREED TO:

MACOMB COUNTY DEPARTMENT
OF SENIOR CITIZENS SERVICES --
ADULT DAY SERVICE PROGRAM

_____ By Angela J. Willis

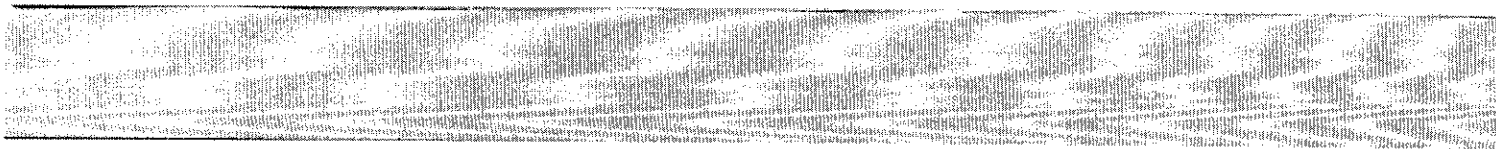
Date: _____ Its Director

Date: _____ Its Karen D. Bisdorf, Assistant Director

SUBURBAN MOBILITY AUTHORITY
for REGIONAL TRANSPORTATION

_____ By Hayes W. Jones, General Manager

Date: _____



APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A branch of the above covenants shall be regarded as a material branch of this contract.
2. The contractor hereby agrees this and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employee are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each sub-contractor as well as the contractor himself, and said contractors will permit access to his books, records and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

October, 2003

RECYCLABLE PAPER




BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

October 16, 2008

TO: Honorable Commissioners

FROM: William A. Crouchman, Chairman 

RE: Appointment to the Community Corrections Board

The members of the Community Corrections Board request the Board of Commissioners concur with their recommendation of Richard M. Kelley, Executive Editor of the Macomb Daily, as a member of the Advisory Board. His appointment would fulfill the current vacant term, designated for a representative of the Communications Media, which ends March 31, 2011.

Thank you.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Jon M. Switalski - District 4
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Chairman

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Sarah Roberts - District 24
Kathy D. Vosburg - District 25
Leon Drolet - District 26

**APPLICATION FOR APPOINTMENT
MACOMB COUNTY BOARD OR COMMISSION**

OCT 15 PM 4:12

I, Richard M. Kelly, hereby make application for appointment to Community Corrections Board
Name Name of Board or Commission
 for current vacant position from upon appt. - March 31, 2011
Number of Years Exact Dates of Appointment
- Communications Media -

TO THE MACOMB COUNTY BOARD OF COMMISSIONERS:

STATE OF MICHIGAN)
)ss
 COUNTY OF MACOMB)

1. I reside at 37530 JEFFERSON AVE. #302 HARRISON TWP 48045
Street City Zip
 and have since May 2008. Telephone: (586) 718-5653

2. I am at least 18 years of age: Yes No

3. Citizen of MACOMB
County

4. Employer: INI NEWSPAPERS Telephone: (586) 483-0372

a. Indicate nature of your work: EXECUTIVE EDITOR, MACOMB DAILY

b. Title: _____

5. Educational level and degrees received: BA JOURNALISM, U. OF MISSISSIPPI

6. I presently hold the following appointments and elected positions:

Title	Appointment or Election Date
Title	Appointment or Election Date
Title	Appointment or Election Date

7. Previously held appointments and/or elected positions:

Title	Dates Served
Title	Dates Served
Title	Dates Served

8. Is this an application for reappointment? Yes No

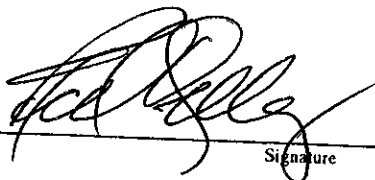
If yes, how many years have you served on this board? _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

I hereby apply for appointment to COMMUNITY CORRECTIONS ADV. BOARD. and do swear or affirm that

Board or Commission

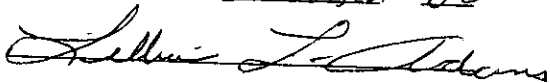
(1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.


Signature

RICHARD U. KELLEY
Name (Print or Type)

Subscribed and sworn to before me this


15th day of October 1908



Notary Public

Macomb County, Michigan

My commission expires: 3-31-2013

Nominated By: 
Name(s) of Commissioner



EMERGENCY MANAGEMENT & COMMUNICATIONS

10 N. Main St., 1st Floor
Mount Clemens, Michigan 48043
586-469-5270 FAX 586-469-6439

SEP 26 PM 2:55
FACILITY

Victoria Wolber
Acting Director

September 26, 2008

To : William A. Crouchman, Chairman
Macomb County Board of Commissioners

From : Victoria Wolber, Acting Director *VW*
Office of Emergency Management

RE : Local Emergency Planning Committee Application

Please submit the enclosed applications for nomination to the Macomb County Local Emergency Planning Committee (LEPC) at the next Full Board session. Upon notification of the appointment I will submit the application to the Michigan Citizen-Community Emergency Response Coordinating Council (MC-CERCC) for final appointment.

The nominee will represent the following category:

<u>Name</u>	<u>Category</u>
Kevin M. Sommers	2 – Law Enforcement

If you have any questions, please call me at 469-5270.

MACOMB COUNTY BOARD OF COMMISSIONERS

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Chairman

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Vice-Chair

Leonard Haggerty
District 21
Sergeant-at-Arms

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Kathy D. Vosburg – District 25
Leon Drolet – District 26

LOCAL EMERGENCY PLANNING COMMITTEE
APPLICATION FOR APPOINTMENT
MACOMB COUNTY BOARD OR COMMISSION

DATE: 08-05-2008

(LEPC)

I, KEVIN M. SOMMERS, hereby make application for appointment to Macomb County Local Emergency
Name Name of Board or Commission

Planning Committee for _____ from appointed until removed by membership.
Number of Years Exact Dates of Appointment

TO THE MACOMB COUNTY BOARD OF COMMISSIONERS:

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

1. I reside at 11757 HOVEY WARREN, MICHIGAN 48089
Street City Zip
and have since 1959 Telephone: (586) 634-4290

2. I am at least 18 years of age: Yes No

3. Citizen of U.S.A.
Country

4. Employer: WARREN POLICE DEPARTMENT Telephone: (586) 574-4853

a. Indicate nature of your work: POLICE OFFICER/EMERGENCY MANAGEMENT COORDINATOR

b. Title: LIEUTENANT/EMERGENCY MANAGEMENT COORDINATOR

5. Educational level and degrees received: BACHELOR OF SCIENCE IN CRIMINAL JUSTICE FROM WAYNE STATE UNIVERSITY.

6. I presently hold the following appointments and elected positions:

Title	Appointment or Election Date

7. Previously held appointments and/or elected positions:

Title	Dates Served

8. Is this an application for reappointment? Yes No

If yes, how many years have you served on this board? _____

9. Briefly indicate your qualifications for appointment to this specific board and why you believe your appointment will benefit Macomb County.

CURRENTLY THE EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY OF WARREN. OVER 25 YEARS EXPERIENCE AS A POLICE OFFICER, CURRENTLY HOLDING THE RANK OF LIEUTENANT.

I hereby apply for appointment to Local Emergency Planning Committee and do swear or affirm that
Board or Commission

(1) if appointed, I will comply with all statutory and other requirements and obligations of my appointment; (2) if I cease to comply with such requirements, I automatically forfeit said appointed position; (3) I hold no position or appointment which is a conflict of interest with the appointed position applied for; and (4) to the best of my knowledge and belief, I possess the requisite qualifications for the office I am seeking.

Kevin M. Sommers
Signature

KEVIN M. SOMMERS
Name (Print or Type)

Subscribed and sworn to before me this _____ day of _____, 19 _____

NIA

08-06-2008
Date

Notary Public
Macomb County, Michigan
My commission expires: _____

Nominated By: _____
Name(s) of Commissioner




EMERGENCY MANAGEMENT & COMMUNICATIONS

10 N. Main St., 1st Floor
Mount Clemens, Michigan 48043
586-469-5270 FAX 586-469-6439

Victoria Wolber
Acting Director

November 10, 2008

TO: William A. Crouchman, Chairman
Macomb County Board of Commissioners

FR: Vicki Wolber, Acting Director 

RE: LOCAL EMERGENCY PLANNING COMMITTEE APPLICATION

As you are aware at the October 9, 2008 Board of Commissioners meeting the approval of the application of Lt. Kevin Sommers, City of Warren to the Local Emergency Planning Committee (LEPC) was referred back to the Justice & Public Safety (JPS) Committee for further information. At the November 10, 2008 JPS Committee meeting I presented them with an informational report regarding appointments to this committee and the overall function of this committee. The report was accepted as a "receive and file" with the subsequent application being presented to the Board of Commissioners at the November 20, 2008 meeting for consideration.

Attached is a copy of the report presented to the JPS Committee as well as a copy of the original documentation for Lt. Sommers that was presented to the Board of Commissioners in October.

I will be present at the November 20, 2008 Board of Commissioners meeting to answer any questions that may arise. If you have any questions prior to that meeting please feel free to contact me at 9-6390. Thank you.

/vw

MACOMB COUNTY BOARD OF COMMISSIONERS

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EMERGENCY MANAGEMENT & COMMUNICATIONS

10 N. Main St., 1st Floor
Mount Clemens, Michigan 48043
586-469-5270 FAX 586-469-6439

October 30, 2008

Victoria Wolber
Acting Director

TO: Commissioner Keith Rengert, Chairman
Justice & Public Safety Committee

FR: Vicki Wolber, Acting Director (VW)

RE: **LOCAL EMERGENCY PLANNING COMMITTEE APPOINTMENTS**

As you are aware at the October 10, 2008 Board of Commissioners meeting an appointment request to our Local Emergency Planning Committee (LEPC) was referred back to the Justice & Public Safety Committee for further information regarding the role of the committee, membership terms and the conduct of appointments. An explanation regarding the Board's request follows.

SARA Title III, the Emergency Planning & Community Right-to-Know Act is the overarching federal legislation that provides the basis for our Local Emergency Planning Committee. The purpose of this act is to provide for emergency plans at facilities that house hazardous and toxic chemicals, as well as to increase the public's knowledge and access to information on the chemicals at these facilities, their uses and releases into the environment. This Act is enforced by the Environmental Protection Agency and requires that each state establish under Executive Order from the Governor, a state emergency response commission. This council oversees the establishment of the LEPC's and the emergency planning requirements of SARA Title III within the State of Michigan. In Michigan this commission is known as the Michigan Citizen-Community Emergency Response Coordinating Council (MC-CERC). Under the supervision of the MC-CERC, SARA Title III requires that certain groups within a community be represented on the local LEPC, those being:

- Elected officials
- Law Enforcement
- Fire fighting
- Emergency Management
- First Aid & Health
- Hospitals
- Transportation

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- Environmental Groups
- Community Groups
- Facility Owners/Operators

Additionally, representatives from Education, Agriculture and Organized Labor can also be considered for appointment to the LEPC.

The MC-CERCC requests that the chief executive of the emergency planning district nominate representatives for the LEPC and submit those names to the MC-CERCC for approval. By-laws are also required of the LEPC and contained in those by-laws can be language to administer the nominations of members, removal procedures and other terms of membership. The Macomb County LEPC's By-laws have no language governing a member's length of service to the committee. The vast majority of members to the LEPC are on this committee due to their job responsibilities and duties. Others are on the committee out of an interest to serve the community. There are methods of removal for just cause such as non-participation within the committee, but as this is a volunteer committee, no language was ever entered into the by-laws restricting the length of term that a committee member must be held to. To my knowledge, there is no language or guidance within SARA Title III, the MC-CERCC or any other LEPC within the state that restricts membership to a local LEPC to a certain time frame. Currently we have 48 members on the LEPC.

The process that currently is in place is for interested persons to complete an application for the LEPC. Our office then reviews the application, determines the group or category that the person is to represent and then forwards our appointment request on to the Board of Commissioners for appointment. LEPC members do not receive any type of compensation for their services on this committee.

Our LEPC is very active and we currently have 113 facilities within the county that we must provide emergency plans for that fall under the provisions of SARA Title III. Committee members are experts in their respective fields and bring a wealth of knowledge and information to our planning and preparedness efforts.

With your concurrence please place this item for consideration on the November 10, 2008 Justice & Public Safety Committee meeting agenda. If you have any questions please feel free to contact me at 9-6390. Thank you.

/vw