



BOARD OF COMMISSIONERS

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

macombcountymi.gov/boardofcommissioners

BOARD OF COMMISSIONERS

REGULAR SESSION

THURSDAY, MAY 27, 2010, 7 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Invocation by **Commissioner Ed Bruley**
5. Adoption of Agenda, **AS AMENDED, TO DELETE #8A-COMMITTEE RECOMMENDATION #2 AND THE ADDITION OF #10, 11 AND 14**
6. Approval of Minutes dated April 29, 2010 (previously distributed)
7. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)
8. **COMMITTEE REPORTS:**
 - a) Technology & Communications, May 10 (mailed)
 - b) Buildings, Roads & Public Works, May 10 (mailed)
 - c) Courts & Legal Affairs, May 11 (mailed)
 - d) Planning & Economic Development, May 12 (mailed)
 - e) Education & Training, May 12 (mailed)
 - f) Senior Services, May 13 (mailed)
 - g) Public Services, May 13 (mailed)
 - h) Personnel, May 24 (attached)
 - i) Finance, May 26 (attached)
 - j) Budget, May 26 (attached)

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Tom Mocerri - District 4
Susan I. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10
Ed Szczepanski - District 11

James L. Cambelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15
Carey Torrice - District 16

Paul Gielegem
District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

Ed Bruley - District 17
Dana Cumphous-Peterson - District 18
Irene M. Kepler - District 21
Frank Accavita Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

9. RESOLUTIONS:

- a) Full Faith and Credit for Macomb Interceptor Drain (offered by Duzyj; recommended by BR&PW Committee on 5-10-10) **(mailed)**
 - b) Commending Ilah Naldrett Popiel – 90th Birthday (offered by Vosburg; recommended by Administrative Services Committee on 5-12-10; copy on file)
 - c) Supporting the Community Mental Health Board in Their Efforts to Seek Fair Funding (offered by Board Chair; referred by H&HS Committee on 5-13-10) **(mailed)**
 - d) Congratulating Jack Hayman – 2010 New Baltimore Citizen of the Year (offered by Brdak; recommended by Budget Committee on 5-26-10; awaiting background information)
 - e) Grand Opening of the Macomb Hispanic International Cultural Center (offered by Brdak and Vosburg; recommended by Budget Committee on 5-26-10; copy on file)
 - f) Proclaiming Annual Metro Detroit Youth Day (offered by Board Chair; recommended by Finance Committee on 5-26-10; currently being developed)
 - g) In Support of Plan by S3 Entertainment Group's Subsidiary, State Fair Studios, to Redevelop Michigan State Fairgrounds Site with a Production Studio and Revival of Michigan State Fair (offered by Board Chair; recommended by Finance Committee on 5-26-10; copy on file)
 - h) Adopt a Policy to Seek Competitive Bids for any Expiring Contract Exceeding \$20,000 in Value (offered by Board Chair; recommended by Finance Committee on 5-26-10) **(attached)**
 - i) Agreeing to Forego Taxes and Extend the Warren Arsenal Industrial District Geographic Renaissance Zone (offered by Board Chair; recommended by Finance Committee on 5-26-10; copy on file)
 - j) Grand Opening of the American International Driving Academy (offered by Tocco; awaiting background information)
10. Item Waived by Technology & Communications Committee Chair:
- a) Approve Joining the Southeast Michigan Based Peoplemovers.com Online Community 2.0 Network to Connect to the County Website **(attached)**
11. Request to Purchase Previous Service Time **(attached)**
12. New Business
13. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
14. Executive Session to Discuss Attorney/Client Confidential Memorandums dated 05-27-10
15. Roll Call
16. Adjournment



8a.

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MAY 10, 2010

TO: BOARD OF COMMISSIONERS
FROM: FRANK ACCAVITTI, JR., CHAIR
TECHNOLOGY AND COMMUNICATIONS COMMITTEE
RE: RECOMMENDATIONS FROM TECHNOLOGY AND COMMUNICATIONS COMMITTEE
MEETING OF MAY 10, 2010

At a meeting of the Technology and Communications Committee, held Monday, May 10, 2010, 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 SPRYS, SUPPORTED BY D. FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE FOLLOWING MISCELLANEOUS DEPARTMENT REQUESTS:

TWO DELL LATITUDE E6500, INTEL CORE 2 DUO P8700 LAPTOP COMPUTERS FOR THE MCCSA WEATHERIZATION PROGRAM AT A COST NOT TO EXCEED \$2,158.14; FUNDING IS AVAILABLE IN THE DEPARTMENT OF ENERGY WEATHERIZATION ASSISTANCE PROGRAM – AMERICAN RECOVERY AND REINVESTMENT ACT FUNDS; AND

ONE MEMORY UPGRADE, TWO NETWORK INTERFACE CARDS AND TWO NETWORK TAP MODULES FOR IMPROVEMENT OF THE COUNTY WEB FILTER AT A COST NOT TO EXCEED \$18,109.02; FUNDING IS AVAILABLE IN IT CAPITAL.

THE MOTION CARRIED.

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY DUZYJ, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS RECEIVE AND FILE THE INTERLOCAL GOVERNMENTAL AGREEMENT WITH WAYNE COUNTY FOR SHARED DATA CENTER AND TECHNOLOGY SERVICES. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR ACCAVITTI, SUPPORTED BY VICE CHAIR BOYLE.

MACOMB COUNTY BOARD OF COMMISSIONERS

Paul Gielegem District 19 Chairman	Kathy Tocoy District 20 Vice Chair	Joan Flynn District 6 Sergeant-At-Arms
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Andrey Duzyj - District 1	Sue Rocca - District 7	James L. Carabelli - District 12	Ed Bruley - District 17	William A. Crouchman - District 23
Marvin E. Sauger - District 2	David Flynn - District 8	Don Brown - District 13	Dana Camphous-Peterson - District 18	Michael A. Boyle - District 24
Phillip A. DiMaria - District 3	Robert Mijac - District 9	Brian Brdak - District 14	Irene M. Kepler - District 21	Kathy D. Vosburg - District 25
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Susan L. Doherty - District 5	Ed Szczepanski - District 11	Carey Torrice - District 16		

RESOLUTION NO. _____

FULL BOARD MEETING DATE:
AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the purchase of two (2) Dell Latitude E6500, Intel Core 2 Duo P8700 Laptop computers for the MCCSA Weatherization Program at a cost not to exceed \$2,158.14 funding is available in the Department of Energy (DOE) Weatherization Assistance Program – American Recovery and Reinvestment Act (AARA) Funds.

INTRODUCED BY: Commissioner Frank Accavitti, Chairperson-Technology and Communication Committee

COMMITTEE/MEETING DATE

TAC May 10, 2010

Full Board 5-27-10

Approved

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the purchase of one (1) Memory upgrade, two (2) Network Interface Cards, and two (2) Network TAP Modules for improvement of the County web filter, at a cost not to exceed \$18,109.02, funding available in IT Capital.

INTRODUCED BY: Commissioner Frank Accavitti, Jr., Chair, Technology and Communications Committee

COMMITTEE/MEETING DATE

TAC Committee may 10, 2010

Approved

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Receive and file Interlocal Governmental Agreement with Wayne County for shared data center and technology services, **referral to the Full Board.**

INTRODUCED BY: Commissioner Frank Accavitti, Jr., Chair, Technology and Communications Committee

COMMITTEE/MEETING DATE

TAC May 10, 2010

Full Board 5-27-10

Approved

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CHARTER COUNTY OF WAYNE

AND

MACOMB COUNTY

TABLE OF CONTENTS

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is between the Charter County of Wayne, Michigan, a body corporate and a Michigan charter county, (the "Wayne County") and Macomb County, a body corporate and a Michigan county, (the "Macomb County"). Collectively Wayne County and Macomb County shall be referred to as the Parties.

RECITALS

WHEREAS, Macomb County and Wayne County have agreed that a collaborative effort regarding the purchase of information technology services is in the best interests of Macomb County and Wayne County in order to achieve a cost savings benefit for both parties; and

WHEREAS, in furtherance of the aforementioned intentions, Wayne County has entered into that certain "Lease and License Agreement" with Secure-24, Inc., for services and lease space at 44675 Helm Court, Plymouth Michigan 48170 (Hereinafter referred to as the "Data Center"); and

WHEREAS, pursuant to the Lease and License Agreement Wayne County has the ability to market, sublease and assign certain rights to the Macomb County at the Data Center; and

WHEREAS, Macomb County and Wayne County have determined that imminent utilization by Macomb County of the Data Center shall be the first step that will be taken by the Parties to demonstrate the intended success of this collaborative effort; and

WHEREAS, the Parties acknowledge that this IGA shall serve as a framework for the sharing of information and collaborative efforts the Parties shall attempt to make in the reduction of information technology costs.

NOW, THEREFORE, in consideration of the premises and mutual undertakings of the parties hereto, it is agreed as follows:

1. **DEFINED TERMS**

Wayne County. The Charter County of Wayne in the State of Michigan.

Contract Modification. Any written alteration in this IGA accomplished by mutual action of the Parties.

Data Center- 44675 Helm Court, Plymouth Michigan 48170

Macomb County. The County of Macomb in the State of Michigan.

Wayne County Code. The complete codification of the general and permanent ordinances of the County of Wayne, Michigan, copies of which can be found at the Purchasing Office, 500 Griswold 15th Floor, Detroit, MI 48226.

Services. This term shall also refer to those services that the Parties may collaboratively determine that they would like to purchase from a third party vendor. The Services, are more fully described in Exhibits A and B of this IGA. Services shall also refer to those services that Macomb County may purchase through Secure-24. It is acknowledged within this definition that Wayne County has already secured such Services from Secure-24 and shall utilize its current contract relationship with Secure-24 for the benefit of Macomb County.

Delivery of Services. Shall refer to those agreements executed between the County, the Vendors and Macomb which defines the array of Services agreed to by both Parties and the manner and expectations in which such Services will be delivered. Such agreements is fully described in Exhibit C

Vendors. Shall mean Secure 24, Inc. and any and all other Vendors that the parties may agree to utilize in furtherance of this IGA.

2. **PURPOSE**

2.01 To allow the Parties to work in a collaborative effort to obtain Services.

3. **SCOPE OF THE PROJECT**

3.01 The Parties will obtain the Services described in Exhibits A, B, C of this IGA.

3.02 The Parties have agreed that as they determine which Services they would like to obtain over the Term, a new or modified Exhibit will be executed.

4. **TERM OF CONTRACT**

4.01 This IGA shall not take effect until execution and subsequent approval has been obtained by the County's Chief Executive Officer and Macomb County's designated signatory

4.02 This IGA shall become effective on the last date it is executed by both parties and shall terminate on March 1, 2016, unless terminated before such time under the terms and conditions indicated in this IGA.

5. **MUTUAL COVENANTS**

5.01 The Parties agree to work in a cooperative arrangement to implement the Services and delivery of such Services as indicated in Exhibits A, B and C.

5.02 The Parties agree that within 30 days after the effective date of this IGA the Wayne County, through its Vendor, Secure-24, will assist Macomb County in accessing the Services at the Data Center.

5.03 The Parties agree to enter into any and all necessary agreements they may mutually determine is necessary to obtain the Services indicated identified by both Parties. Such Services may include, but shall not be limited to, any agreement with the Vendors.

5.04 The Parties agree that each Party shall be individually responsible to pay for such Services, based on the executed Delivery of Service, in any agreement executed by both parties.

6. TERMINATION

6.01 The Parties agree that either Party may terminate this IGA with thirty days written notice to the individual indicated in Section 18.01. Such termination will be evidenced by a writing signed by Wayne County's CEO and Macomb County's Authorized Representative.

6.02 If there is a material breach of this IGA by either Party prior to completion, the party not in breach shall have the right to terminate this IGA and shall be entitled to any and all remedies allowed by law or this IGA.

6.03 Termination for a material breach of this IGA shall only occur by certified letter from the either Party's designated representative, by the method and manner indicated in Section 19 of this IGA.

6.04 Termination By Wayne County Commission. Macomb County acknowledges the right of the Wayne County Commission by a two-thirds vote, under circumstances in which the County's Chief Executive Officer is required by the Michigan Standards of Conduct and Ethics Act, MCLA §15.341 et seq., to recuse himself or herself from acting on a contract, to terminate this agreement for (a) an egregious breach of the terms and conditions hereof or (b) a violation of the ethics and anti-kickback provisions of Article 12 of Chapter 120 of the Wayne County Code.

7. NOTICE OF SOLICITATION FOR SERVICES AND DATA CENTER

7.01 In furtherance of this IGA the Parties agree to mutually share any and all information, including but not limited to any solicitation that may occur by either Party or a Vendor for Services or use of the current Data Center. The Parties may schedule conferences at mutually convenient times with key administrative personnel to gather the information.

8. ADMINISTRATION

8.01 Each Party must inform the other Party as soon as the following types of conditions become known:

- A. Probable delays or adverse conditions which do or may materially prevent the meeting of the objectives of this IGA, including changes, transfer, or assignments in ownership of the properties; and
- B. Favorable developments or events which enable meeting time schedules or goals sooner than anticipated.
- C. Any changes or modifications in appropriations and funding for the projects covered by this IGA.

9. RECORDS - ACCESS

9.01 Each Party must maintain complete books, ledgers, journals, accounts, or records in the manner proscribed in each Party's charter. Each Party must keep the records according to generally accepted accounting practices and must maintain all records for a minimum of 7 years after termination of this IGA.

10. RELATIONSHIP OF PARTIES

10.01 The Parties are independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship accrues to either Party or either Party's agent, subcontractor or employee as a result of this IGA. No relationship, other than that of independent contractor will be implied between the Parties, or either Party's agent, employee, or subcontractor.

11. INSURANCE

11.01 The Parties acknowledge that both parties are governmental entities. Each Party shall either be self insured or at its own expense and discretion, secure any necessary insurance policies regarding the nature of this IGA.

12. HOLD HARMLESS

12.01 The Parties agree and understand that each Party shall hold the other Party harmless against, and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the other party when it is determined that any of the following occurring during the term of this IGA:

- A. Any negligent or tortious act, error, or omission held in a court of competent jurisdiction to be attributable, in whole to the one Party, or any of its personnel, employees, consultants, agents, assigns or any entities associated, affiliated, (directly or indirectly) or subsidiary to the Party now existing, or to be created, their agents and employees for whose acts any of them might be liable.
- B. Any failure by the Party, or any of its employees to perform its obligations under this IGA.
- C. Any personal injury incurred by any invitees, trespassers, licensees, agents or consultants of the Party.

12.02 Neither Party shall be liable for any personal injury incurred by the employee(s), agents or consultants of the Party while working with the Party on this IGA or the procurement of any Services, unless it is found in a court of competent jurisdiction to be directly attributable to the gross negligence of the other Party, or any employee of the said Party acting within the scope of their employment. .

12.03 This hold harmless provision applies without regards to whether the claim, damage, liability or expense is based on breach of contract, a breach of any representations made by the said Party, negligence, strict liability, or other tort. This hold harmless provision survives delivery and acceptance of services.

12.04 This hold harmless provision must not be construed as a waiver of any governmental immunity by either Party or their agencies, or employees, as provided by statute or modified by court decisions.

13. LIABILITY

13.01 Neither Party shall be responsible for, payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other obligation, incurred prior to the signing of this IGA or as a result of any collaborative effort identified in this IGA.

13.02 This IGA is not intended to create beneficial rights in any third party. This IGA is entered into for the sole benefit of the parties to the IGA.

14. ASSIGNMENT

14.01 Neither Party may assign this IGA, or any part, without the other party's prior written approval.

15. COMPLIANCE WITH LAWS

15.01 Each Party must comply with and must require its employees to comply with all applicable laws and regulations.

16. AMENDMENTS

16.01 The Parties agree and acknowledge that the purchase of Services done in a collaborative effort will be acknowledged and attached as Exhibit to this IGA. In furtherance of

this understanding, the Parties agree that the execution of an agreement for Services shall not be treated as a material amendment to this IGA. The Parties agree for each collaborative purchase of Services, each Party shall execute the notice form attached to this IGA as acknowledgement of such purchase.

16.02 No amendment to this IGA is effective unless it references this IGA, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by a resolution adopted by each Party's designated representative..

17. NONDISCRIMINATION PRACTICES

17.01 Neither party shall engage in any discriminatory practices and both parties agree to abide by all applicable laws, rules and regulations protecting individual rights, including but not limited to the following:

1. Titles VI and VII of the Civil Rights Act (42 U.S.C. §§2000d et. seq.) and the United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to those Titles.
2. The Age Discrimination Act of 1985 (42 U.S.C. §6101-07).
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794).
4. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et. seq.) and its associated regulations.
5. The Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220).
6. The Equal Contracting Opportunity Ordinance of the County of Wayne, No. 93-738.

18. NOTICES

18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this IGA must be given in writing and mailed by first-class mail and addressed as follows:

If to the Macomb County:

Cyntia Zerkowski, Director
Department of Information Technology, Macomb County
10 N. Main Street, 7th Floor, Mount Clemens, Mi 48043

If to Wayne County:

Tahir Kazmi, Department of Technology
500 Griswold, 15th Floor
Detroit, Michigan 48226

18.02 All notices are deemed given on the day of mailing. Either party to this IGA may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

18.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

19. WAIVER OF ANY BREACH

19.01 No failure by a party to insist upon the strict performance of any term of this IGA or to exercise any term after a breach constitutes a waiver of any breach of term. No waiver of any breach affects or alters this IGA, but every term of this IGA remains effective with respect to any other when existing or subsequent breach.

20. SEVERABILITY OF PROVISIONS

20.01 If any provision of this IGA or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the IGA, or the

application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

21. MERGER CLAUSE

21.01 This document, including exhibits and appendices, contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth.

22. JURISDICTION AND LAW

22.01 This IGA, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan. Each party consents to the personal jurisdiction of any competent court outside of Wayne County, Michigan, for any action arising out of this IGA. Service of process at the address and in the manner, specified in this IGA will be sufficient to put each party on notice. Each party will not commence any action against the other because of any matter arising out of this IGA, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

23. MISCELLANEOUS

23.01 This IGA must not be construed as a waiver of any governmental immunity by Party, its agencies, or employees, as provided by statute or modified by court decisions.

23.02 All the provisions of this IGA are "covenants" and "conditions" as though the words specifically expressing or imparting covenants and conditions are used in each provision.

23.03 Unless the context otherwise requires, the words, "herein", "hereof" and "hereunder", and other words of similar import, refer to this IGA as a whole and not to any particular article, section, or other subdivision.

23.04 The headings of the articles in this IGA are for convenience only and must not be used to construe or interpret the scope or intent of this IGA or in any way affect the IGA.

23.05 As used, the singular includes the plural, the plural includes the singular, and the use of any gender is applicable to all genders.

24. AUTHORIZATION AND CAPABILITY

24.01 Each Party warrants that the person signing this IGA is authorized to do so on behalf its principal and is empowered to bind its principal to this IGA.

24.02 This IGA is effective only upon review and approval by the Wayne County Chief Executive Officer, and the Macomb County Chief Executive Officer.

25. SIGNATURE

25.01 The Parties, by their authorized officers and representatives have executed this IGA as of the date indicated below.

EXECUTION

WITNESSES

CHARTER COUNTY OF WAYNE

By: _____

—

CHIEF EXECUTIVE OFFICER

County Commission approved and
Execution Authorized
by Resolution

No _____

Date _____

STATE OF MICHIGAN)

)

COUNTY OF WAYNE)

This document was acknowledged before me on _____ by
_____, on behalf of the Charter County of Wayne.

Notary Public, Wayne County, MI

My _____ Commission

Expires: _____

WITNESSES

MACOMB COUNTY

By: _____

STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

 This document was acknowledged before me on _____ by
_____.

Notary Public,
My Commission Expires: _____

#245889



BOARD OF COMMISSIONERS

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May 10, 2010

TO: BOARD OF COMMISSIONERS

FROM: ANDREY DUZYJ, CHAIR
BUILDINGS, ROADS AND PUBLIC WORKS COMMITTEE

RE: RECOMMENDATIONS FROM BUILDINGS, ROADS AND PUBLIC
WORKS COMMITTEE MEETING OF MAY 10, 2010

At a meeting of the Buildings, Roads and Public Works Committee, held Monday, May 10, 2010, 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 DIMARIA, SUPPORTED BY BOYLE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE AN AMENDMENT TO THE LEASE WITH LAKESHORE LEGAL AID. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DIMARIA, SUPPORTED BY SPRYS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE LICENSE AGREEMENT BETWEEN MACOMB COUNTY AND CARE HOUSE FOR THE USE OF THE PARKING STRUCTURE ON JULY 2, 2010, BETWEEN THE HOURS OF 11 a.m. – 12 a.m. (MIDNIGHT). CARE HOUSE AGREES TO PAY THE SUM OF \$380 AS REIMBURSEMENT FOR LOST REVENUE FROM THE 74 PARKING SPACES LOCATED ON "F" LEVEL. CARE HOUSE ALSO AGREES TO REIMBURSE THE COUNTY FOR COSTS INCURRED IN OPENING THE PARKING STRUCTURE ON JULY 3, 2010 FOR TEARDOWN AND CLEAN-UP AFTER THE EVENT. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DIMARIA, SUPPORTED BY SPRYS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE GLV SERVICES TO OPERATE THE CLEMENS CENTER AND ADMINISTRATION BUILDING PARKING LOTS FOR THE STARS & STRIPES FESTIVAL IN ACCORDANCE WITH THE FOLLOWING SCHEDULE: JULY 2, 2010 (6 p.m. - 2:30 a.m.), JULY 3, 2010 (11 a.m. - 2:30 a.m.), JULY 4, 2010 (11 a.m. - 2:30 a.m.), JULY 5, 2010 (11 a.m. - 9 p.m.). GLV SERVICES TO PAY \$3,200 TO THE COUNTY, PROVIDE INSURANCE REQUIRED BY RISK MANAGEMENT AND CLEAN-UP THE LOTS AT THE CONCLUSION OF THE STARS & STRIPES FESTIVAL. **THE MOTION CARRIED.**

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SPRYS, SUPPORTED BY DIMARIA, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS DIRECT CORPORATION COUNSEL, IN CONNECTION WITH FACILITIES AND OPERATIONS AND THE PURCHASING DEPARTMENT, TO DRAFT A POLICY CONCERNING PROPERTY THAT IS DONATED TO THE COUNTY. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR DUZYJ, SUPPORTED BY VICE-CHAIR CARABELLI.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
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William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve an amendment to the lease with Lakeshore Legal Aid.

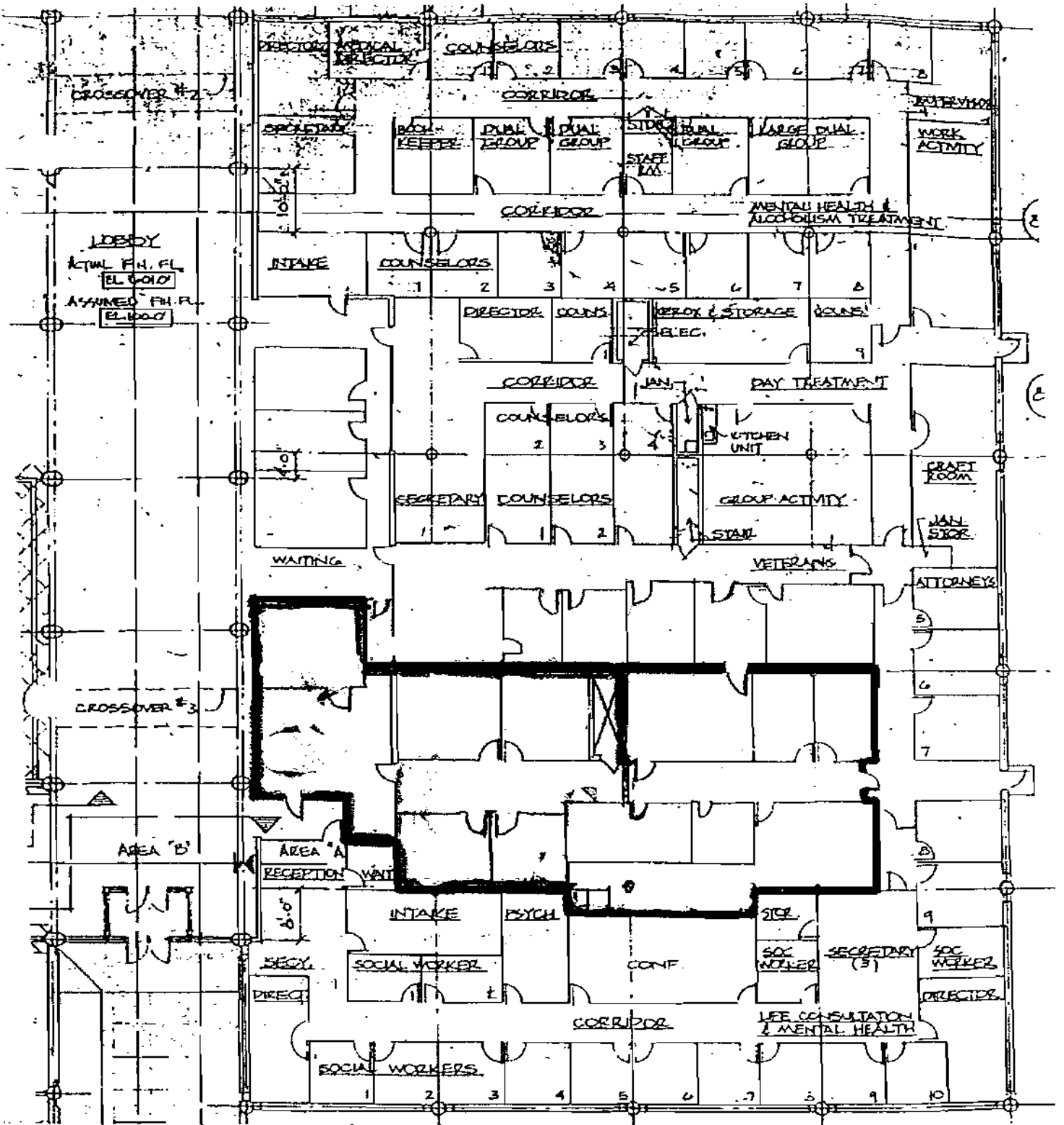
INTRODUCED BY: Andrey Duzyj, Chair, Buildings, Roads & Public Works Committee

As previously directed by this Board, the Veterans Services Department has been expanding into Suite 4 at the Verkuilen Bldg. There were two tenants in Suite 4, Lakeshore Legal Aid and Legal Aid and Defenders. Pursuant to Board action in December 2009 Legal Aid and Defenders was relocated to the Clemens Center. Lakeshore Legal Aid now needs to be moved to the front of the Suite. The proposed amendment to Lakeshore Legal Aids lease provides for this move with adjustment to the terms of the lease.

COMMITTEE/MEETING DATE: Building and Roads, May 10, 2010

Full Board 5-27-10

Approved



CARPET SQ. FOOTAGE
 R. A. VERKUILEN BLDG. EAST OFFICE AREA
 LEGAL AID) 1,528 SQ. FT.

-REVISED-
 #1 OPTION

5/94

**AMENDMENT TO
LAKESHORE LEGAL AID LEASE
VERKUILEN BUILDING**

Whereas the parties, MACOMB COUNTY (Landlord) and LAKESHORE LEGAL AID (Tenant), entered into a lease dated May 1, 2008 (Lease) for a portion of Suite 4 in the Verkuilen Building and the parties having subsequently agreed to relocate Tenant's offices in Suite 4, the parties agree to amend the lease as follows:

Paragraph 1 of the lease is amended to provide that Landlord leases to Tenant office space in the front of Suite 4 as shown on the attached Exhibit A to this amendment. Macomb County reserves the right to reduce this space leaving at least 1,000 square feet for tenant providing tenant with 4 offices and a waiting area. Macomb County will provide at least 60 days notice to tenant of further relocation or renovations. If the parties are unable to agree upon the terms of further renovations or relocation this agreement will be terminated 90 days after the notice is sent.

Paragraph 4 of the Lease is amended to provide that Tenant will pay the annual sum of \$7,560 as gross rent (includes electrical, water, HVAC and basic janitorial) in equal monthly installments of \$630 paid in advance on the 1st day of each month. Rent for the renewal period if exercised will be \$8,415 for annual rent (\$701.25 per month). If the tenant holds over after the renewal period the rent will be increased by 2% annually. Rent shall be paid at Landlord's Finance Department.

Paragraphs 10 and 11 of the Lease shall be amended by striking, "including the entrance and hallway in Suite 4" from the second sentence.

Paragraphs 29 and 30 of the lease are stricken.

Macomb County shall place signage, in conformity with the signage throughout the building, on the window of Suite 4 and outside of Suite 4 that clearly identifies Lakeshore Legal Aid.

The parties further agree that Macomb County will move Tenant's furniture to the new location and Tenant shall be responsible for the cost of relocating telecommunication and computer equipment including the cost of wiring and telephone drops. The parties understand that there will be a period of renovation and that they will work together to minimize the disruption of their respective operations during the renovation period. Macomb County will pay for the renovations.

The provisions of this amendment regarding rent will take effect the first day of the month following the completion of the move of Tenant's furniture by Macomb County.

In all other respects the terms of the Lease remain in effect.

WITNESSED BY:

MACOMB COUNTY

Date: May ____, 2010

By: _____
Paul R. Gielegem, Chairperson
Board of Commissioners

LAKESHORE LEGAL AID

Date: May ____, 2010

By: _____
William R. Knight Jr.
Executive Director

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the License Agreement between Macomb County and Care House for the use of
the Parking Structure on July 2, 2010, between the ^{hours}~~house~~ of 11:00 am - 12:00 midnight. Care House agrees to pay
the sum of \$380.00 as reimbursement for lost revenue from the 74 parking spaces located on "F" Level. Care House
also agrees to reimburse the County for costs incurred in opening the Parking Structure on July 3, 2010, for teardown
and clean-up after the event.

INTRODUCED BY: Commissioner Andrey Duzyj, Chair
Buildings, Roads & Public Works

COMMITTEE/MEETING DATE

Buildings, Roads & Public Works: 5/10/10 *Approved*
Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Authorize GLV Services to operate the Clemens Center and Administration Building

parking lots for the Stars & Stripes Festival in accordance with the following schedule:

July 2, 2010 - 6:00pm - 2:30 am

July 3, 2010 - 11:00am - 2:30am

July 4, 2010 - 11:00am - 2:30am

July 5, 2010 - 11:00am - 9:00pm

GLV Services to pay \$3,200.00 to the County, provide insurance required by Risk management and clean-up the lots at

the conclusion of the Stars & Stripes Festival.

INTRODUCED BY: Commissioner Andrey Duzyi, Chair
Buildings, Roads & Public Works

COMMITTEE/MEETING DATE

Buildings, Roads & Public Works:5/10/10

Full Board 5-27-10

Approved

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO _____ (see below)

INTRODUCED BY: from the Floor

After discussion, the following action was taken:

COMMITTEE RECOMMENDATION – MOTION

A MOTION WAS MADE BY SPRYS, SUPPORTED BY DiMARIA, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS DIRECT CORPORATION COUNSEL, IN CONNECTION WITH FACILITIES AND OPERATIONS AND THE PURCHASING DEPARTMENT, TO DRAFT A POLICY CONCERNING PROPERTY THAT IS DONATED TO THE COUNTY. **THE MOTION CARRIED.**

COMMITTEE/MEETING DATE

BR&PW

05-10-10

Full Board

5-27-10

Approved



8c.

BOARD OF COMMISSIONERS

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

MAY 11, 2010

TO: BOARD OF COMMISSIONERS

**FROM: WILLIAM CROUCHMAN, CHAIR
COURTS AND LEGAL AFFAIRS COMMITTEE**

**RE: RECOMMENDATIONS FROM COURTS AND LEGAL AFFAIRS COMMITTEE
MEETING OF MAY 11, 2010**

At a meeting of the Courts and Legal Affairs Committee, held Tuesday, May 11, 2010, 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 TOCCO, SUPPORTED BY SAUGER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE CIRCUIT COURT TO APPLY FOR A RENEWAL OF THE STATE OF MICHIGAN ADULT FELONY DRUG COURT GRANT FOR THE STATE FISCAL YEAR 2010-2011. NO MACOMB COUNTY FUNDS ARE REQUIRED. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY SPRYS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE FILING OF THE MICHIGAN DRUG COURT GRANT PROGRAM APPLICATION IN THE AMOUNT OF \$5,000 TO SUPPORT JUVENILE DRUG COURT OPERATIONS. NO CASH MATCH REQUIRED. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR CROUCHMAN, SUPPORTED BY VICE CHAIR SPRYS.

MACOMB COUNTY BOARD OF COMMISSIONERS

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Sue Rocca - District 7
David Flynn - District 8
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Ed Szczepanski - District 11

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Don Brown - District 13
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Keith Rengert - District 15
Carey Torrice - District 16

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Joan Flynn
District 6
Sergeant-At-Arms

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO. _____ FULL BOARD MEETING DATE: MAY 27, 2010

AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO AUTHORIZE THE CIRCUIT COURT TO APPLY FOR A RENEWAL OF THE STATE OF MICHIGAN ADULT FELONY DRUG COURT GRANT FOR THE STATE FISCAL YEAR OF 2010 - 2011. NO MACOMB COUNTY FUNDS ARE REQUIRED.

INTRODUCED BY: Commissioner William Crouhman, Chair, Courts and Legal Affairs Committee

The reasons for this request are provided in the supporting letter from Chief Judge Mark S. Switalski.

COMMITTEE / MEETING DATE:

Courts & Legal Affairs

Full Board

May 11, 2010

5-27-10

Approved

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO authorize the filing of the Michigan Drug Court Grant Program application in the amount of \$5,000 to support Juvenile Drug Court operations. No cash match required.

INTRODUCED BY: William Crouchman, Chair, Courts and Legal Affairs Committee

COMMITTEE/MEETING DATE

Courts and Legal Affairs Committee – May 11, 2010

Full Board 5-27-10

Approved



BOARD OF COMMISSIONERS

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586-469-5125 FAX 586-469-5993
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MAY 12, 2010

TO: BOARD OF COMMISSIONERS

**FROM: JAMES CARABELLI AND EDWARD BRULEY, CO-CHAIRS
PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE**

**RE: RECOMMENDATIONS FROM PLANNING AND ECONOMIC
DEVELOPMENT COMMITTEE MEETING OF MAY 12, 2010**

At a meeting of the Planning and Economic Development Committee, held Wednesday, May 12, 2010, 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 DUZYJ, SUPPORTED BY VOSBURG, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE AND AUTHORIZE THE BOARD CHAIR TO SIGN AND SUBMIT TO HUD: 1) THE 2010 CDBG ANNUAL PLAN FOR THE URBAN COUNTY OF MACOMB AND 2) THE 2010 HOME ANNUAL PLAN FOR THE MACOMB HOME CONSORTIUM. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY MIJAC, SUPPORTED BY D. FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE AND AUTHORIZE THE BOARD CHAIR TO EXECUTE AGREEMENTS FOR \$248,300 IN HOME FUNDS FOR HABITAT FOR HUMANITY TO ACQUIRE, REPAIR AND SELL HOMES TO LOWER INCOME HOUSEHOLDS IN CLINTON TOWNSHIP AND ROSEVILLE. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DUZYJ, SUPPORTED BY D. FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE AND AUTHORIZE THE BOARD CHAIR TO EXECUTE AGREEMENTS FOR \$258,511 IN REMAINING COUNTY 2008 HOME FUNDING FOR SPRINGHILL HOUSING CORPORATION TO ACQUIRE, REPAIR AND RENT HOMES FOR DEVELOPMENTALLY DISABLED ADULTS IN THE COUNTY; AND \$50,000 IN REMAINING 2008 HOME FUNDING FOR FAMILY YOUTH INTERVENTIONS, CONTINGENT ON SATISFYING TWO CONDITIONS, TO CONVERT A RENTAL PROPERTY INTO TRANSITIONAL HOUSING FOR YOUTHS AT THE FYI CAMPUS IN MOUNT CLEMENS. **THE MOTION CARRIED WITH CARABELLI VOTING "NO."**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CO-CHAIRS CARABELLI AND BRULEY, SUPPORTED BY VICE CHAIR D. FLYNN.

MACOMB COUNTY BOARD OF COMMISSIONERS

Paul Gielegem District 19 Chairman	Kathy Tocco District 20 Vice Chair	Joan Flynn District 6 Sergeant-At-Arms
--	--	--

Andrey Duzj - District 1	Sue Rocca - District 7	James L. Carabelli - District 12	Ed Bruley - District 17	William A. Crouchman - District 23
Marvin E. Sauger - District 2	David Flynn - District 8	Don Brown - District 13	Dana Camphous-Peterson - District 18	Michael A. Boyle - District 24
Phillip A. DiMarzio - District 3	Robert Mejac - District 9	Brian Brdak - District 14	Irene M. Kepler - District 21	Kathy D. Vosburg - District 25
Toni Mocerri - District 4	Ken Lampar - District 10	Keith Rengert - District 15	Frank Accavitti Jr. - District 22	Jeffery S. Sooy - District 26
Susan L. Doherty - District 5	Ed Szczepanski - District 11	Carey Torrice - District 16		

RESOLUTION NO. _____

FULL BOARD MEETING DATE:
AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve and authorize the Board Chair to sign and submit to HUD, 1) the 2010 CDBG Annual Plan for the Urban County of Macomb, and 2) the 2010 HOME Annual Plan for the Macomb HOME Consortium

INTRODUCED BY: Commissioners James Carabelli and Edward Bruley, Co-Chairs

DESCRIPTION:

See May 3, 2010 memorandum regarding the 2010 Annual Action Plans for the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME Programs).

COMMITTEE/MEETING DATE

PED 5/12/2010

Full Board 5-27-10

Approved

RESOLUTION NO. _____

FULL BOARD MEETING DATE:
AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve and authorize the Board Chair to execute agreements for \$248,300 in HOME funds for Habitat for Humanity to acquire, repair and sell homes to lower income households in Clinton Township and Roseville.

INTRODUCED BY: Commissioners James Carabelli and Edward Bruley, Co-Chairs

DESCRIPTION:

See memorandum dated May 3, 2010 regarding the cited documents and their importance to the continuing housing and community development effort in Macomb County

COMMITTEE/MEETING DATE

PED 5/12/2010

Full Board 5-27-10

Approved

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO:

Approve, and authorize the Board Chair to execute agreements for \$258,511 in remaining County 2008 HOME funding for Springhill Housing Corporation to acquire, repair and rent homes for developmentally disabled adults in the County; and \$50,000 in remaining 2008 HOME funding for Family Youth Interventions, contingent on satisfying two conditions, to convert a rental property into transitional housing for youths at the FYI campus in Mt. Clemens.

INTRODUCED BY: Ed Bruley, Co-Chair, Planning & Economic Development Committee
James L. Carabelli, Co-Chair, Planning & Economic Development Committee

DESCRIPTION:

See memorandum dated May 10, 2010, regarding the cited documents and their importance to the continuing housing and community development effort in Macomb County.

COMMITTEE/MEETING DATE

PEP 5-12-10
Full Board 5-27-10

Approved



PLANNING & ECONOMIC DEVELOPMENT

1 S. Main St., 7th Floor
Mount Clemens, Michigan 48043
586-469-5285 Fax 586-469-6787
www.macombcountymi.gov/planning

Stephen N. Cassin, AICP
Executive Director

May 18, 2010

Donald Morandini
Deputy Director

MEMORANDUM FOR: Macomb County Board of Commissioners

FROM: Stephen N. Cassin, Executive Director
Department of Planning & Economic Development

RE: Springhill Housing Corporation Recommendation

The Board's Planning & Economic Sub-Committee approved our request to award \$258,511 in 2008 HOME funds to the captioned organization. It directed this Department, however, to provide evidence of IRS tax-exempt status and that MCPED provide a listing of projects undertaken. Attached for your review are the following:

- IRS letter dated February 4, 1997 conferring tax-exempt status under Section 501 (c) (3) of the Internal Revenue Code to Springhill Housing Corporation.
- A list of developments undertaken by Springhill Housing Corporation and/or Community Housing Network, of which Springhill Housing is a subsidiary.

I trust that the Board will find that the above documents satisfy the Committee's instruction.

MACOMB COUNTY BOARD OF COMMISSIONERS

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Chairman

Kathy Tocco
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Vice Chair

Joan Flynn
District 6
Sergeant-at-Arms

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Opening Doors • Transforming Lives.

Community Housing Network's Housing Development Experience

Funding Source	Type	Number of properties developed	Status
HUD Section 811	Rental - Acquisition and Rehabilitation, New Construction	35 properties	26 properties have been completed and are in full operation. 4 properties will break ground in Spring 2010. 5 properties are pending approval from HUD
Macomb HOME Rental	Rental - Acquisition and Rehabilitation	15 properties in Macomb county.	10 properties have been completed and are in full operation. 5 properties are in the development process
Oakland County HOME and FHLB	Homeownership and Lease to Purchase - Acquisition and Rehabilitation	22 properties	20 properties have been completed and sold to homebuyers. 1 property is in the homeownership financing phase and 1 property is in the lease/purchase application phase
MSHDA HOME	Rental - Acquisition and Rehabilitation	3 Properties	3 properties have been completed and are in full operation.
HUD SHP and SPC Homeless funding	Rental - Leasing Assistance	339 properties	339 properties are in full operation.
FHLB	Rental - Acquisition and Rehabilitation	7 properties	7 properties have been completed and are in full operation.
Springhill and CHN	Group Home – Acquisition, Rehabilitation, and management	18 properties	18 properties have been completed and are in full operation



Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: FEB 04 1997

Springhill Housing Corporation
P.O. Box 1661
Birmingham, MI 48012-1661

Person to Contact:
Brenda Brock
Telephone Number:
513-684-3957
Fax Number
513-684-5936
Federal Identification Number:
38-2956439

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in December 1991 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.



BOARD OF COMMISSIONERS

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Mount Clemens, Michigan 48043
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May 12, 2010

TO: BOARD OF COMMISSIONERS
FROM: DAVID FLYNN, CHAIR
EDUCATION AND TRAINING COMMITTEE
RE: RECOMMENDATIONS FROM EDUCATION AND TRAINING
COMMITTEE MEETING OF MAY 12, 2010

At a meeting of the Education and Training Committee, held Wednesday, May 12, 2010, 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 DOHERTY, SUPPORTED BY MIJAC, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE MSU EXTENSION 4H PROGRAM TO ACCEPT UP TO \$1,000 PER CHILD MENTORED THROUGH THE MENTORING CHILDREN OF PRISONERS VOUCHER DEMONSTRATION PROGRAM: CAREGIVER'S CHOICE TO EXPAND THE 4-H YOUTH MENTOR PROGRAM THROUGH DECEMBER 2010; THE PROGRAM WILL UTILIZE CURRENT MSUE STAFF. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY CAMPHOUS-PETERSON, SUPPORTED BY RENGERT, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE MACOMB MSU EXTENSION TO RECEIVE \$13,800 FROM THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH ON BEHALF OF MACOMB COUNTY TO IMPLEMENT RENEWAL OF PROJECT FRESH FROM JUNE 1, 2010 THROUGH OCTOBER 31, 2010. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR D. FLYNN, SUPPORTED BY VICE-CHAIR MOCERI.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzjy - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mocer - District 4
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Michael A. Boyle - District 24
Kathy D. Vosburg - District 25

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____
MACOMB COUNTY, MI

RESOLUTION TO: Authorize MSU Extension 4H Program to accept up to \$1,000 per child mentored through the Mentoring Children of Prisoners Voucher Demonstration Program: Caregiver's Choice, to expand the 4-H Youth Mentor Program through December 2010. The program will utilize current MSUE staff.

INTRODUCED BY: David Flynn, Chairman
Education and Training Committee

This program provides one-on-one youth mentoring and life skills training to children of prisoners in Macomb County. The dollars will be used to provide administrative, operational and program support to Macomb MSU Extension for mentor program development and expansion. The program will operate at no cost to the county and utilize current MSUE staff.

(Established in 2007, the Voucher Demonstration Program is designed to increase access to mentoring services nationwide and provide caregivers and parents the choice to select a mentoring program that meets high quality standards. The Family and Youth Services Bureau, within the U.S. Department of Health and Human Services, awarded a grant to the National Mentoring Partnership (MENTOR) to coordinate the distribution of these vouchers.)

COMMITTEE MEETING DATE

Education and Training May 12, 2010

Full Board 5-27-10

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM:

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Authorize Macomb MSU Extension to receive \$13,800 from the Michigan Department of Community Health on behalf of Macomb County to implement renewal of Project Fresh from June 1, 2010 through October 31, 2010.

INTRODUCED BY: David Flynn, Chairman
Education and Training Committee

Project Fresh provides participants in the Special Supplemental Food Program for Women, Infants and Children (WIC) coupons to purchase fresh fruits and vegetables at local farmers markets. Project Fresh will allow approximately 690 low-income Macomb County families to supplement their food budget with \$20 in coupons for fresh produce, and will enhance the sales of approximately 25 farmers at the Mount Clemens Farmers Market. The program will be implemented by MSU Extension and the Macomb WIC from June 1 through October 31, 2010.

The typical American diet is low in fruits and vegetables. Fruits and vegetables are low in fat and calories and good sources of Vitamin A, Vitamin C, fiber and a variety of health-promoting substances called phytochemicals. Eating a healthy diet is one of the single most important personal choices influencing long term health. The Expanded Food and Nutrition Education Program staff of MSU Extension will provide the WIC families with nutrition education in the purchase, storage, use and preservation of fresh produce.

The WIC Farmers' Market Nutrition Program (Project Fresh) is funded jointly by the Michigan Department of Community Health, and the United States Department of Agriculture. The Michigan Department of Community Health, and the Michigan State University Extension Expanded Food and Nutrition Education Program jointly administer the program.

COMMITTEE MEETING DATE

Education and Training 5/12/10

Full Board 5-27-10



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
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MAY 13, 2010

TO: BOARD OF COMMISSIONERS
FROM: SUE ROCCA, CHAIR
SENIOR SERVICES COMMITTEE
RE: RECOMMENDATION FROM SENIOR SERVICES COMMITTEE MEETING
OF MAY 13, 2010

At a meeting of the Senior Services Committee, held Thursday, May 13, 2010, 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 CAMPHOUS-PETERSON, SUPPORTED BY RENGERT, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS ACCEPT 309 SENIOR PROJECT FRESH COUPON BOOKS FROM MICHIGAN OFFICE OF SERVICES TO THE AGING. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR ROCCA, SUPPORTED BY VICE CHAIR MOCERI.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Moceri - District 4
Susan L. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10
Ed Szczepanski - District 11

James L. Carabelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15
Carey Torrice - District 16

Paul Gielegem
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Chairman

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Frank Accavitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION to accept 309 Senior Project Fresh Coupon Books from Michigan Office of Services to the Aging.

HISTORY:

- In 2009, the Macomb County Department of Senior Citizen Services collaborated with Michigan Offices of Service to the Aging (OSA) to assist with distribution of Coupon Books for fresh produce for seniors to pick up at participating farmer’s markets in Macomb County.
- OSA provided Senior Services with one hundred \$20 Coupon Books.
- In 2009, Senior Citizen Services raised \$3,367.27 to purchase 270 additional Coupon Books from OSA.
- In 2010, OSA indicated there were 122 Coupon Books being “carried over” from 2009 that would be given to Senior Services for distribution.
- In 2010, OSA will be providing an additional 100 coupon books for distribution to seniors.
- In 2010, Senior Citizen Services raised \$1,163.27 to purchase 87 additional Coupon Books.

BREAKDOWN:

Coupon Books carried over from 2009:	122
OSA providing additional Coupon Books:	100
Senior Services purchasing Coupon Books from fundraising dollars:	87
Total Coupon Books to be distributed to seniors in 2010	309

INTRODUCED BY: Commissioner Sue Rocca, Chair, Senior Services Committee.

PRESENTED BY: Angela J. Willis, Director of Senior Services

COMMITTEE/MEETING DATE

Senior Services 5-13-10 Approved
Full Board 5-27-10



BOARD OF COMMISSIONERS

89.

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

May 13, 2010

TO: BOARD OF COMMISSIONERS
FROM: CAREY TORRICE, CHAIR
PUBLIC SERVICES COMMITTEE
RE: RECOMMENDATIONS FROM PUBLIC SERVICES COMMITTEE
MEETING OF MAY 13, 2010

At a meeting of the Public Services Committee, held Thursday, May 13, 2010, 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 BRULEY, SUPPORTED BY LAMPAR, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE COMMUNITY SERVICES AGENCY TO RECEIVE ADDITIONAL FUNDS TO OPERATE THE SENIOR CITIZENS NUTRITION PROGRAM DURING FISCAL YEAR 2009-10. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY ACCAVITTI, SUPPORTED BY BOYLE, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE COMMUNITY SERVICES AGENCY TO RECEIVE \$352,836 FROM THE FEDERAL EMERGENCY FOOD AND SHELTER PROGRAM THROUGH UNITED WAY FOR SOUTHEASTERN MICHIGAN. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY ACCAVITTI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE THE COMMUNITY SERVICES AGENCY TO ACCEPT THE EARLY HEAD START FUNDS FOR 2010-11. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR TORRICE, SUPPORTED BY VICE-CHAIR TOCCO.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mocer - District 4
Susan L. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
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Ken Lampar - District 10
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James L. Carabelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15
Carey Torrice - District 16

Paul Gielegem
District 19
Chairman

Ed Bruley - District 17
Dana Camphous-Peterson - District 18
Irene M. Kepler - District 21
Frank Accavitti Jr. - District 22

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO. _____

FULL BOARD MEETING DATE: 5/27/2010

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend that the Macomb County Board of Commissioners
authorize the Macomb County Community Services Agency to receive additional funds to operate
the Senior Citizens Nutrition Program during fiscal year 2009-10.

INTRODUCED BY: Commissioner Carey Torrice, Chair Public Services Committee

Background: We received a planning allocation from the Area Agency on Aging 1-B last fall in the amount of \$1,880,646. We received notice on April 27, 2010, that our final allocation will be \$1,891,968.

Period of Performance: October 1, 2009 to September 30, 2010

Revised Funding Amount: \$11,322 increase
(No County match required)

Funding Utilization: Additional Home Delivered Meal funding shall be used to sustain the meal programming. Reduction in Congregate Meal funding shall be made in supplies for the program operations. The cost spread is as follows:

- \$ 12,397 increase in funding will be spent on Home Delivered Meals services
- \$ 1,075 decrease in funding will be reduced from Congregate Meals services

Customer Eligibility Requirements:

Congregate Requirements

- ✓ Must be 60 years of age or the spouse of someone 60+.

Home Delivered Meals Requirements

- ✓ Must be 60 years of age or the spouse of someone 60+;
- ✓ Homebound;
- ✓ Unable to attend a congregate site due to physical or emotional impairments; and
- ✓ Unable to prepare a full meal due to medical condition

COMMITTEE/MEETING DATE

Public Services Committee 5/13/2010

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE 5/27/2010

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Recommend that the Macomb County Board of Commissioners authorize

the Macomb County Community Services Agency to receive \$352,836 from the Federal Emergency

Food and Shelter Program through United Way for Southeastern Michigan.

INTRODUCED BY: Commissioner Carey Tomice, Chair Public Services Committee

Background:

We requested funds from the FEMA – Emergency Food and Shelter Program (EFSP) through United Way for Southeastern Michigan to serve unemployed and underemployed individuals and families. The total amount initially allocated to Macomb County this year was \$940,777. We received an increase of \$156,315 from our initial allocation last year.

Funding Amount: \$352,836 (No County match required)

Period of Performance: January 1, 2010 through December 31, 2010
(Official funding notification received 5/3/2010)

Funding Utilization:

Funding will be used for the purpose of distributing food and rent/mortgage assistance. The detailed breakdown is as follows:

	\$ 226,418 – Food
	\$ 126,418 – Rent/mortgage assistance
Total	\$ 352,836

Customer Eligibility Requirements:

Individuals or families at or below 200% of the poverty level would qualify for rent/mortgage assistance. (For example, the total household income for a family of four (4) cannot exceed \$44,112).

To receive emergency food, an individual or family must reside in Macomb County and have an emergency food need. There are no other eligibility guidelines.

COMMITTEE/MEETING DATE

Public Services Committee 5/13/2010

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: 5/27/2010

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend that the Macomb County Board of Commissioners authorize

the Macomb County Community Services Agency to accept the Early Head Start funds for 2010-11.

INTRODUCED BY: Commissioner Carey Torrice, Chair Public Services Committee

Background: The Department of Health & Human Services Administration for Children and Families Office of Head Start is providing a second year of funding opportunities for Early Head Start programs through the American Recovery and Reinvestment Act (ARRA). This grant would serve pregnant women and children birth to 3 years of age.

Grant Period: October 1, 2010 through September 31, 2011

Funding Amount: The American Recovery and Reinvestment Act of 2009 for Early Head Start grant would provide funding as follows.

Budget Item	10-11
Administration/ Program Implementation	\$1,098,048
Training/Technical Assistance	\$54,902
Total Federal Funds	\$1,152,950
In-Kind/Match	\$288,238

Training and Technical Assistance (T&TA) funding is provided to ensure continuous professional staff development. The In-Kind/ Match reflects 20% of the federal budget. Items used for the In-Kind/ Match includes but is not limited to:

- Real property (classroom space);
- Goods/materials/equipment & services (items donated & time donated at board meetings);
- Classroom functions or parent's time providing health requirements (i.e. physical & dental);
- Home activities (parent/child curriculum extensions).

Funding Utilization: This newer option in Macomb County serves pregnant women and children birth to three years of age. MCCSA Early Head Start partners with other local community organizations to provide year round direct care services. Child care center services would be provided by KinderCare Learning Centers in Roseville, Sterling Heights and Utica. The intensive weekly home based services would be provided by Community Mental Health, Macomb County Health Department, and the Judson Center.

Customer Eligibility Requirements: Pregnant women and children 0 to 3 years old are eligible whose family is at or below 100% of the federal poverty guidelines in accordance with the Department of Health and Human Services.

COMMITTEE/MEETING DATE

Public Services Committee 5/13/2010

Full Board 5-27-10



BOARD OF COMMISSIONERS

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

May 24, 2010

TO: BOARD OF COMMISSIONERS

**FROM: ROBERT MIJAC, CHAIR
PERSONNEL COMMITTEE**

**RE: RECOMMENDATIONS FROM PERSONNEL COMMITTEE MEETING
OF MAY 24, 2010**

At a meeting of the Personnel Committee, held Monday, May 24, 2010, 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 SZCZEPANSKI, SUPPORTED BY ROCCA, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE RECONFIRMATION OF THE FOLLOWING VACANCIES:

- | | |
|--|--------------------------|
| ONE BOILER/REFRIGERATION OPERATOR, 1 ST CLASS | FACILITIES & OPERATIONS |
| ONE ACCOUNT CLERK IV | HEALTH |
| ONE PUBLIC HEALTH NURSE I | HEALTH |
| ONE PROGRAM COORDINATOR I | MSU EXTENSION |
| ONE ADMINISTRATIVE SECRETARY | PLANNING & ECONOMIC DEV. |
| ONE RESOURCE ADVOCATE | SENIOR CITIZEN SERVICES |

THE MOTION CARRIED.

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SPRYS, SUPPORTED BY BRDAK, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE PURCHASE OF A PENSION INTEREST CALCULATION MODULE FROM GABRIEL, ROEDER, SMITH & COMPANY.
THE MOTION CARRIED.

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzij - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mocerri - District 4
Susan L. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10
Ed Szczepanski - District 11

James L. Carabelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Reagen - District 15
Carey Torrice - District 16

Paul Gielegem
District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

Ed Bruley - District 17
Dana Campbous-Peterson - District 18
Irene M. Kepler - District 21
Frank Accavitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY BRULEY, SUPPORTED BY LAMPAR, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE RATIFICATION OF A THREE YEAR LABOR AGREEMENT WITH THE UNITED AUTO WORKERS – LOCAL 412, UNIT 55, REPRESENTING SENIOR CITIZEN SERVICES-LEGAL SERVICES FROM JANUARY 1, 2008 TO DECEMBER 31, 2010. **THE MOTION CARRIED WITH BROWN VOTING “NO.”**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR MIJAC, SUPPORTED BY VICE-CHAIR TOCCO.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Approve the reconfirmation of the following vacancies

INTRODUCED BY: Commissioner Robert Mijac, Chairman

Personnel Committee

CLASSIFICATION

DEPARTMENT

One Boiler/Refrigeration Operator, 1st Class (Edward O'Halloran)

Facilities & Operations

Reason for Vacancy: Retirement
Date Position Vacant: 04-16-10
Justification: 100% County Funding
Not Subject to 5% Salary Reduction Rule
County Vehicle Assigned: No
Exit Interview Completed: Yes

One Account Clerk IV (Annette Tilney)

Health

Reason for Vacancy: Retirement
Date Position Vacant: 12-15-09
Justification: 100% County Funding
Not Subject to 5% Salary Reduction Rule
County Vehicle Assigned: No
Exit Interview Completed: Yes

One Public Health Nurse I (Mary Fleischer)

Health

Reason for Vacancy: Retirement
Date Position Vacant: 08-29-08
Justification: 100% County Funding
Not Subject to 5% Salary Reduction Rule
County Vehicle Assigned: No
Exit Interview Completed: Yes*

COMMITTEE/MEETING DATE

Personnel 05-24-10

Full Board 5-27-10

CLASSIFICATION

DEPARTMENT

One Program Coordinator I (Sandra Goeddeke-Richards)

MSU - Extension

Reason for Vacancy: Retirement
Date Position Vacant: 12-31-09
Justification: 100% County Funding
Subject to 5% Salary Reduction Rule
County Vehicle Assigned: No
Exit Interview Completed: Yes*

One Administrative Secretary (Cheryl Bushbaker)

Planning & Economic
Development

Reason for Vacancy: Retirement
Date Position Vacant: 05-07-10
Justification: 100% County Funding
Subject to 5% Salary Reduction Rule
County Vehicle Assigned: No
Exit Interview Completed: Yes

One Resource Advocate (Roberta Pruitt)

Senior Citizen Services

Reason for Vacancy: Retirement
Date Position Vacant: 12-30-09
Justification: 90% County Funding; 10 % Grant
Not Subject to 5% Salary Reduction Rule
County Vehicle Assigned: No
Exit Interview Completed: Yes

*Did not authorize the release of the exit interview information.

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO _____ Request Approval to Purchase Pension Interest Calculation Module
_____ from Gabriel, Roeder, Smith & Company

INTRODUCED BY: _____ Commissioner Robert Mijac, Chairperson
_____ Personnel Committee

COMMITTEE/MEETING DATE

Personnel 05-24-10

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Recommend ratification of a three (3) year Labor Agreement with the United
Auto Workers - Local 412, Unit 55 representing Senior Citizen Services-Legal
Services from January 1, 2008 to December 31, 2010 (Actual tentative
agreements are available for review in the Human Resources Department)

INTRODUCED BY: Commissioner Robert Mijac, Chairperson
Personnel Committee

UAW Local 412-Unit 55 represents 2 positions in the Senior Services Department.

The Parties previously ratified financial and economic terms for the 2008 to 2010 Labor Agreement and agreed to continue negotiations regarding the remainder of the respective Labor Agreement for a subsequent separate ratification. The County and the Union bargaining teams reached a tentative settlement on April 12, 2010. The Union membership ratified this settlement on May 7, 2010.

It is now recommended that the Board of Commissioners also ratify the Agreement.

The Parties agreed to the following Article modifications:

1. Union Representation
2. Grievance Procedure
3. Layoff and Recall
4. Seniority
5. Promotions and Job Openings
6. Sick Leave
7. Annual Leave
8. Leave of Absence

COMMITTEE/MEETING DATE

Personnel 05-24-10
Full Board 5-27-10

9. Notice of Military Service
10. Longevity
11. Bulletin Boards
12. Termination or Modification
13. Letter of Understanding-UAW Liaison



BOARD OF COMMISSIONERS

8i.

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
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May 26, 2010

TO: BOARD OF COMMISSIONERS

**FROM: IRENE KEPLER, CHAIR
FINANCE COMMITTEE**

**RE: RECOMMENDATIONS FROM FINANCE COMMITTEE MEETING
OF MAY 26, 2010**

At a meeting of the Finance Committee, held Wednesday, May 26, 2010, 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 DOHERTY, SUPPORTED BY DUZYJ, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE MONTHLY BILLS AND AUTHORIZE PAYMENT; FURTHER, TO APPROVE THE PAYROLL IN THE AMOUNT OF \$9,684,556.21, WITH NECESSARY MODIFICATIONS TO THE APPROPRIATIONS. **THE MOTION CARRIED WITH SPRYS ABSTAINING FROM BILLS FOR JEFFERY SPRYS AND TORRICE ABSTAINING FROM BILLS FOR TORRICE AND ZALEWSKI (PLLC/FEES-DEFENSE ATTORNEYS.)**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY RENGERT, SUPPORTED BY VOSBURG, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS AUTHORIZE SIGNING OF THE CONTRACT WITH RICHMOND TOWNSHIP TO PROVIDE REAPPRAISAL SERVICES. **THE MOTION CARRIED.**

3. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY J. FLYNN, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE AN AGREEMENT WITH THE CITY OF WARREN TO COLLECT THE CITY OF WARREN'S DELINQUENT PERSONAL PROPERTY TAXES. **THE MOTION CARRIED.**

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mozeri - District 4
Susan J. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10
Ed Szczepanski - District 11

James L. Carabelli - District 12
Don Brown - District 13
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Joan Flynn
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Frank Accavitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

4. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DIMARIA, SUPPORTED BY SZCZEPANSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE PURCHASE OF ONE STORAGE NETWORK CONNECTION DEVICE FOR THE INFORMATION TECHNOLOGY DEPARTMENT AT A COST NOT TO EXCEED \$2,095.20; FUNDING IS AVAILABLE IN THE IT CAPITAL ACCOUNT. **THE MOTION CARRIED.**

5. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SZCZEPANSKI, SUPPORTED BY SPRYS, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR WITH THE RECOMMENDATION OF THE RISK MANAGEMENT AND SAFETY DIRECTOR TO APPROVE A 9-MONTH CONTRACT EXTENSION WITH THE ACCIDENT FUND FOR WORKERS' COMPENSATION THIRD PARTY ADMINISTRATOR (TPA) SERVICES; THE CONTRACT EXTENSION IS FROM JULY 1, 2010 TO APRIL 1, 2011. **THE MOTION CARRIED WITH CARABELLI VOTING "NO."**

6. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY VOSBURG, SUPPORTED BY SAUGER, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR WITH THE RECOMMENDATION OF THE RISK MANAGEMENT AND SAFETY AND HUMAN RESOURCES DEPARTMENTS TO APPROVE THE RELEASE OF THE RFP FOR FLEXIBLE SPENDING ACCOUNT (FSA) ADMINISTRATOR; CONTRACT TO RUN FROM JANUARY 1, 2011 THROUGH DECEMBER 31, 2011. **THE MOTION CARRIED.**

7. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY SPRYS, SUPPORTED BY SZCZEPANSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR IN THE RECOMMENDATION OF CORPORATION COUNSEL REGARDING A MAY 25, 2010 ATTORNEY/CLIENT CONFIDENTIAL MEMORANDUM. **THE MOTION CARRIED.**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR KEPLER, SUPPORTED BY VICE-CHAIR BRULEY.

RESOLUTION NO. _____ FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO Approve List of Bills as Prepared and Mailed under Separate Cover by the Finance Department

INTRODUCED BY: Irene Kepler, Chair, Finance Committee

Commissioner Sprys abstained from bills for Jeffery Sprys and Commissioner Torrice abstained from bills for Torrice and Zalewski (PLLC/fees-defense attorneys).

COMMITTEE/MEETING DATE

<u>Finance</u>	<u>5-26-10</u>
<u>Full Board</u>	<u>5-27-10</u>

Resolution No. _____

FULL BOARD MEETING DATE: May 27, 2010

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Authorize to sign contract with Richmond Township
to provide reappraisal service.

INTRODUCED BY: Irene Kepler, Chair - Finance Committee

COMMITTEE/MEETING DATE

FINANCE - May 26, 2010

Full Board 5-27-10

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve an agreement with the City of Warren to collect the City of Warren's delinquent personal property taxes.

INTRODUCED BY: Irene Kepler, Chairperson, Finance Committee

The County, with concurrence of the County Treasurer, may enter into a contract to collect the delinquent personal property taxes for a city or township, MCL 211.56(3). The County Treasurer collects personal property taxes for other municipalities. The City of Warren has recently requested that the County collect its delinquent personal property taxes and has this issue on the agenda for its May 25, 2010 City Council meeting.

COMMITTEE/MEETING DATE: Finance, May 26, 2010

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____
AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Approve the purchase of one (1) Storage Network Connection Device for IT, at a cost not to exceed \$2,095.20, funding available in IT Capital.

INTRODUCED BY: Commissioner Frank Accavitti, Jr., Chair, Technology and Communications Committee

Technology and Communications Committee Chair, Commissioner Frank Accavitti, Jr., has waived this item to Finance Committee, May 26, 2010.

COMMITTEE/MEETING DATE

Finance 5-26-10
~~TAC Committee May 10, 2010~~

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: concur with the recommendation of the Risk Management & Safety Director to approve a 9-month contract extension with the Accident fund for Workers' Compensation Third Party Administrator (TPA) Services. The contract extension is from July 1, 2010 to April 1, 2011.

INTRODUCED BY: Irene Kepler, Chair, Finance Committee

See Attachment



COUNTY OF MACOMB

**TPA SERVICE
CONTRACT EXTENSION
ADDENDUM TO CURRENT CONTRACT**

The Accident Fund Insurance Company of America has agreed to extend the TPA Service Contract for an additional 9-month period of July 1, 2010 to April 1, 2011.

The Service Contract will be extended under the current pricing with no increase, which is \$68,105 per year, on a pro-rata basis the 9-month extension price will be \$51,078.75.

All other provisions of the original TPA Service Contract will apply to the 9-month Contract Extension Addendum.

COMMITTEE/MEETING DATE:

_____ Finance _____

_____ 5-26-10 _____

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: concur with the recommendation of Risk Management & the Human Resources Department to approve the release of the RFP for Flexible Spending Account (FSA) Administrator. Contract to run from January 1, 2011 through December 31, 2011.

INTRODUCED BY: Commissioner Irene Kepler, Chair, Finance Committee

See Attachments

COMMITTEE/MEETING DATE:

Finance

5-26-10

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO *see below

INTRODUCED BY: from the floor

***At the 5-26-10 Finance Committee meeting, the following motion was approved:**

COMMITTEE RECOMMENDATION – MOTION

A MOTION WAS MADE BY SPRYS, SUPPORTED BY SZCZEPANSKI, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS CONCUR IN THE RECOMMENDATION OF CORPORATION COUNSEL REGARDING A MAY 25, 2010 ATTORNEY/CLIENT CONFIDENTIAL MEMORANDUM. **THE MOTION CARRIED.**

COMMITTEE/MEETING DATE

Finance	<u>5-26-10</u>
Full Board	<u>5-27-10</u>



BOARD OF COMMISSIONERS

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1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
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MAY 26, 2010

TO: BOARD OF COMMISSIONERS
FROM: BRIAN BRDAK, CHAIR, BUDGET COMMITTEE
RE: RECOMMENDATIONS FROM BUDGET COMMITTEE MEETING OF MAY 26, 2010

At a meeting of the Budget Committee, held Wednesday, May 26, 2010, 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 DiMARIA, SUPPORTED BY VOSBURG, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE A LINK FROM THE MACOMB COUNTY HOME PAGE TO THE FINANCE DEPARTMENT FINANCIAL TRANSPARENCY PAGES. **THE MOTION CARRIED.**

2. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A MOTION WAS MADE BY DOHERTY, SUPPORTED BY MIJAC, TO RECOMMEND THAT THE BOARD OF COMMISSIONERS APPROVE THE FOLLOWING:

CONCUR IN THE REQUEST OF THE MACOMB COUNTY SHERIFF'S OFFICE AND APPROVE THE RENEWAL OF THE MACOMB AUTO THEFT SQUAD GRANT FOR 2011, REQUIRING A COUNTY MATCH OF \$345,179; AND

DIRECT THE PURCHASING DEPARTMENT IN CONJUNCTION WITH THE SHERIFF'S OFFICE AND THE DEPARTMENT OF RISK MANAGEMENT TO PREPARE A REQUEST FOR PROPOSALS (RFP) FOR THE PURPOSE OF PROVIDING MEDICAL SERVICES TO THE INMATES AT THE MACOMB COUNTY JAIL. THE PURCHASING DEPARTMENT SHALL PUBLICIZE SAID RFP IN THEIR USUAL MANNER. FURTHER, TO AUTHORIZE SPENDING UP TO \$7,500 TO RETAIN A PROFESSIONAL CONSULTANT TO REVIEW AND EVALUATE THE BIDS.

THE MOTION CARRIED.

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

MACOMB COUNTY BOARD OF COMMISSIONERS

Paul Gielegem
District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

Andrey Duzjy - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mocerri - District 4
Susan L. Doherty - District 5

Sue Rocca - District 7
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Robert Mijac - District 9
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Dana Campbous-Peterson - District 18
Irene M. Kepler - District 21
Frank Accaviri Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

RESOLUTION NO.

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: approve a link from the Macomb County Home Page to the Finance Department Financial Transparency pages as recommended by the Administrative Services Committee.

INTRODUCED BY: Brian Brdak, Chairperson, Budget Committee

The Finance and Information Technology Departments have redesigned the Finance Department's report web page which provides for more robust financial/budget reports. The Administrative Services Committee has review the pages and recommended that the page be pushed out to the web. The Administrative Services Committee has recommended that there be a link established from the Macomb County Home Page on the internet to the Finance Department financial reports page and referred this issue to the Budget Committee for approval. The Finance and IT Departments will continue to develop and make further improvements to the reports as necessary.

COMMITTEE/MEETING DATE: Administrative Services Committee, May 12, 2010

Budget Committee, May 26, 2010 *Approved*

Full Board 5-27-10

RESOLUTION NO. _____

FULL BOARD MEETING DATE: May 27, 2010

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: Concur in the request of the Macomb County Sheriff's Office and approve the renewal of
the Macomb Auto Theft Squad Grant for 2011, requiring a County match of \$345,179.00 and forward to the Budget
Committee for their approval.

INTRODUCED BY: Commissioner Phillip A. DiMaria, Chairman, Public Safety & Corrections Committee

COMMITTEE/MEETING DATE

PSC Committee/May 11, 2010

Approved

Budget 5-26-10

Approved

Full Board 5-27-10



MARK A. HACKEL

OFFICE OF THE SHERIFF

Kent B. Lagerquist
UNDERSHERIFF

ADDITIONAL INFORMATION FOR MATS GRANT RESOLUTION

As a result of the City of Eastpointe's withdrawal from the Macomb Auto Theft Squad in the midst of the 2010 fiscal year, there is a vacancy. The ATPA guidelines mandate that a vacated position be filled or the funding for that budgeted position will be revoked.

Filling this position with an existing deputy provides the opportunity for the County to recover half of the deputy's salary and benefits through the grant. While the County match portion for the grant will increase in the amount of \$41,963, the overall savings to the County for this existing deputy sheriff position will be \$48,771.

RESOLUTION NO.

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: DIRECT THE PURCHASING DEPARTMENT IN CONJUNCTION WITH THE SHERIFF'S OFFICE AND THE DEPARTMENT OF RISK MANAGEMENT TO PREPARE A REQUEST FOR PROPOSALS (RFP) FOR THE PURPOSE OF PROVIDING MEDICAL SERVICES TO THE INMATES AT THE MACOMB COUNTY JAIL. THE PURCHASING DEPARTMENT SHALL PUBLICIZE SAID RFP IN THEIR USUAL MANNER. FURTHER TO RETAIN A PROFESSIONAL CONSULTANT TO REVIEW AND EVALUATE THE BIDS * (see below)

INTRODUCED BY: CHAIRPERSON PHILLIP A. DIMARIA, PUBLIC SAFETY & CORRECTIONS COMMITTEE

The current contract for providing medical services to the inmates at the Macomb County Jail expires August 31, 2010. Therefore, the RFP should be sought from appropriate providers of said services. It will also be necessary for the County to retain the services of a consultant to review all bids received due to the intricate services to be provided.

* Amendment

A motion was made by Sprys, supported by Doherty, to authorize spending up to \$7500 to retain a professional consultant to review and evaluate the bids.

Driscoll

COMMITTEE/MEETING DATE

Public Safety & Corrections -	5/11/10	Approved
<u>Budget</u>	5-26-10	Approved
<u>Full Board</u>	5-27-10	

RECYCLABLE PAPER

**FULL FAITH AND CREDIT RESOLUTION
MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT DRAIN BONDS
AND ASSUMPTION OF COSTS OF DRAIN
NORTH GRATIOT INTERCEPTOR**

WHEREAS, petitions were filed with the Macomb County Public Works Commissioner on April 20, 2010 by Lenox Township and the Village of New Haven (collectively, the "Petition") to acquire, locate, establish, construct, finance, operate, maintain, repair, rehabilitate, remove from service, extend, add relief drains, add branches and otherwise improve an intracounty drain, the proposed Macomb Interceptor Drain, pursuant to the provisions of Chapter 20 of Act 40 of 1956, as amended (the "Drain Code"), for the purpose of acquiring sanitary sewer interceptors and ancillary facilities from the City of Detroit and making improvements thereto, as described in the Petition and on Schedule I attached hereto (the "Project"); and

WHEREAS, proceedings on the Petition and the Project are taking place in accordance with the provisions of Chapter 20 of the Drain Code, and the proposed Macomb Interceptor Drain Drainage District (the "Drainage District") is in the process of formation; and

WHEREAS, upon the establishment of the Drainage District and pursuant to the authorization provided in the Drain Code, the Drainage Board of the Drainage District expects to provide for the issuance of one or more series of bonds (the "Acquisition Bonds") to finance costs relating to acquisition of sanitary sewer interceptors and ancillary facilities from the City of Detroit as described on Schedule I, and the costs of issuance of such Acquisition Bonds, with such Acquisition Bonds expected to be issued in the third quarter of 2010; and

WHEREAS, upon the establishment of the Drainage District and pursuant to the authorization provided in the Drain Code, the Drainage Board of the Drainage District further expects to authorize and provide for the issuance by the Drainage District of one or more series of bonds to be sold to the Michigan Municipal Bond Authority under its State Revolving Fund Program, or to such other purchaser(s) as may be approved by the Drainage Board, to finance costs relating to improvements to the Clintondale Pump Station located at 36965 Union Lake Road, Clinton Township as described on Schedule II, and the costs of issuance of such bonds (the "Clintondale Pump Station Bonds," and together with the Acquisition Bonds, the "Drain Bonds"), with such Clintondale Pump Station Bonds expected to be issued by the fourth quarter of 2010, bearing interest at the rates and maturing in such amounts and at such times as to be set forth in the resolutions of the Drainage Board; and

WHEREAS, such Drain Bonds are expected to be payable from the collection of special assessments against Chesterfield Township, City of Fraser, City of Sterling Heights, City of Utica, Clinton Township, Harrison Township, Lenox Township, Macomb Township, Shelby Township, Village of New Haven, and Washington Township (collectively, the "Communities"), each of the County of Macomb (the "County"), and any other parties assessed under the applicable provisions of the Drain Code, to be paid in installments;

WHEREAS, said drainage projects are immediately necessary to protect and preserve the public health, and it is in the best interest of the Communities and the County that the Drain

Bonds be secured by a pledge of the full faith and credit of the County, as authorized by the provisions of said Drain Code; and

WHEREAS, Chapter 20 of the Drain Code authorizes any county to pledge its full faith and credit for the payment of obligations issued thereunder, if the county board of commissioners has adopted a resolution by two-thirds (2/3) vote of its members-elect to that effect; and

WHEREAS, pursuant to a resolution adopted June 15, 2006 (the "Prior Resolution"), the Board of Commissioners of the County of Macomb approved the County's assumption, through the Macomb County Wastewater Disposal District established under the provisions of Act 342 ("District"), of 40% of the costs of Phase One of the sewer interceptor system to be known as the North Gratiot Interceptor ("NGI") and which forms a part of the North Gratiot Interceptor Drain Drainage District, in an amount not to exceed \$8,260,000, together with \$250,000 of the costs of Phase Two of the NGI; and

WHEREAS, the Prior Resolution provides such costs shall be assessed against the County, through the District, in the number of installments fixed by the Commissioner and in same manner as the assessments against the Charter Township of Chesterfield, Township of Lenox, and Village of New Haven and any other the assessed parties pursuant to the applicable provisions of the Drain Code; and

WHEREAS, the cost of the improvements described as Phase One of the NGI has increased since the adoption of the Prior Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF MACOMB, MICHIGAN:

1. That pursuant to the authorization provided in the Drain Code, the Board of Commissioners of the County of Macomb, by a two-thirds (2/3) vote of its members-elect, does hereby irrevocably pledge the full faith and credit of the County of Macomb for the prompt payment of the principal of and interest on the Drain Bonds when due, in an aggregate principal amount not to exceed \$150,000,000, and pursuant to said pledge, in the event that the aforesaid Drainage District shall fail or neglect to pay the Drain Bonds or interest thereon when due, the amount unpaid shall be promptly advanced from county funds as a first budget obligation, and the County Treasurer is directed to immediately make such advancement to the extent necessary.

2. That in the event that pursuant to said pledge of its full faith and credit the County advances out of County funds all or any part of said installments and interest, it shall be the duty of the County Treasurer, for and on behalf of the County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. That the Chairman of the Board of Commissioners, the Macomb County Public Works Commissioner, the County Treasurer, the County Finance Director, and any other official of the County, and their respective designees, or any of them, are authorized and directed to take all necessary legal procedures and steps necessary or desirable, for and on behalf of the County, in connection with the authorization, sale and delivery of the aforesaid Drain Bonds, such legal procedures and steps to include, without limitation, (a) the right of the County to file a qualifying

statement, request for reconsideration, or application for state treasurer's approval to issue long-term securities, as applicable, with the Michigan Department of Treasury pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and to pay any related fees in connection with any of the foregoing, and to take any other actions necessary or desirable under said Act, (b) including financial and operating information concerning the County in any preliminary or final official statement relating to such bonds and approving the circulation of a preliminary or final official statement relating to such bonds, and (c) executing and delivering a continuing disclosure certificate and any amendments thereto in accordance with the requirements of Rule 15c2-12 the Securities Exchange Act of 1934 and such other certificates, documents and instruments as may be required by the purchaser(s) of the bonds. To the extent a continuing disclosure certificate is executed and delivered, the County hereby covenants and agrees that it will comply with and carry out all of the provisions of such continuing disclosure certificate. The remedies for any failure of the County to comply with and carry out the provisions of the continuing disclosure certificate shall be as set forth therein.

4. That pursuant to the authorization provided in Sections 468 and 488 of the Drain Code, the Board of Commissioners of the County of Macomb does hereby ratify and approve the County's assumption of the 40% of the costs of Phase One of the NGL, in an amount not to exceed \$8,860,000, together with \$250,000 of the costs of Phase Two of the NGL. Such costs shall be assessed against the County, through the District, in the number of installments fixed by the Commissioner and in same manner as the assessments against the Charter Township of Chesterfield, Township of Lenox, and Village of New Haven and any other the assessed parties pursuant to the applicable provisions of the Drain Code.

5. That all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

SCHEDULE I

Project

Description of interceptors and ancillary facilities to be acquired, located, established, constructed, financed, operated, maintained, repaired, rehabilitated, removed from service, extended, add relief drains to, add branches to and otherwise improve:

Macomb Element-A

Detroit Water and Sewerage Department (DWSD) construction contract PCI-28

Interceptor diameter: 27 inch

Interceptor length: 4,882 lineal feet

Interceptor location: 23 Mile Road from Garfield Road west to Hayes Road, Macomb Township

Macomb Element-B

DWSD construction contract PCI-28

Interceptor diameter: 48 inch

Interceptor length: 10,755 lineal feet

Interceptor location: Garfield Road from 23 Mile Road south to 21 Mile Road, Macomb Township

Romeo Arm-A

DWSD construction contract PCI-45

Interceptor diameter: 84 inch

Interceptor length: 16,108 lineal feet

Interceptor location: Garfield Road from 21 Mile Road south to 18 Mile Road, Clinton Township and Macomb Township

Romeo Arm-B

DWSD construction contract PCI-25

Interceptor diameter: 42 inch

Interceptor length: 5,185 lineal feet

Interceptor location: 18 Mile Road from Hayes Road east to Garfield Road, Clinton Township

Romeo Arm-C

DWSD construction contract PCI-24

Interceptor diameter: 108 inch

Interceptor length: 7,224 lineal feet

Interceptor location: Garfield Road from 18 Mile Road north to Clinton River, Clinton Township

Romeo Arm-D

DWSD construction contract PCI-12A

Interceptor diameter: 126 inch

Interceptor length: 9,060 lineal feet

Interceptor location: Garfield Road from Clinton River south to 15 Mile Road and along 15 Mile Road from Garfield Road west to Maple Lane Road, Clinton Township and Sterling Heights

15 Mile Road-A

DWSD construction contract PCI-15C

Interceptor diameter: 60 inch

Interceptor length: 15,150 lineal feet

Interceptor location: 15 Mile Road from Garfield Road east to Maynard Street, Clinton Township

15 Mile Road-B

DWSD construction contract PCI-15B

Interceptor diameter: 60 inch

Interceptor length: 8,037 lineal feet

Interceptor location: 15 Mile Road from Maynard Street east to I-94, Clinton Township and Harrison Township

Lakeshore Arm-A

DWSD construction contract PCI-13

Interceptor diameter: 132 inch

Interceptor length: 11,600 lineal feet

Interceptor location: I-94 from 15 Mile Road north to Bonaire Street, Harrison Township

Lakeshore Arm-B

DWSD construction contract PCI-14

Interceptor diameter: 132 inch

Interceptor length: 11,400 lineal feet

Interceptor location: I-94 from Bonaire Street north to Joy Boulevard, Harrison Township

Lakeshore Interceptor Extension

DWSD construction contract PCI-42A

Interceptor diameter: 42 inch

Interceptor length: 11,600 lineal feet

Interceptor location: I-94 from Joy Boulevard north to 21 Mile Road, Harrison Township and Chesterfield Township

Clintondale Pump Station

DWSD construction contract PCI-218

Location: 36965 Union Lake Road, Clinton Township

Northeast Pump Station

Capital Improvement Debt Service Cost

11000 E. Eight Mile Road, Detroit

SCHEDULE II

Clintondale Pump Station Project

1. Convert wet well to trench type wet well and increase size of suction intake to accommodate additional flow.
2. Provide separate screening chamber outside wet well for access and maintenance.
3. Replace existing three pumps with four vertical turbine solids handling pumps with internal vertical discharge.
4. Install magnetic flow meter on each vertical pump discharge line.
5. Install variable frequency drives on pumps for start/control functions.
6. Construct VFD/control building addition to house VFDs, electrical equipment and control office.
7. Ancillary, miscellaneous tasks.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Macomb, Michigan, at its regular meeting held on _____, 2010, at ___ o'clock p.m., local time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Members were present at said meeting:

and that the following Members were absent:

I further certify that Member _____ moved adoption of said resolution and that Member _____ supported said motion.

I further certify that the following Members voted for adoption of said resolution:

and that the following Members voted against adoption of said resolution:

Carmella Sabaugh
Macomb County Clerk
Dated: _____, 2010

**RESOLUTION OF THE MACOMB COUNTY BOARD OF COMMISSIONERS
IN SUPPORT OF THE COMMUNITY MENTAL HEALTH BOARD
IN THEIR EFFORTS TO SEEK FAIR FUNDING**

WHEREAS, the Macomb County Board of Commissioners supports and adopts the 2010 Macomb County Community Mental Health Services Board's resolution to address the State of Michigan funding allocation formula for FY 2010-2011; and

WHEREAS, the Macomb County Board of Commissioners supports the Macomb County Community Mental Health Services' opposition to State General Fund cuts that would result in the reduction of services to the most vulnerable citizens of Macomb County, and

WHEREAS, the Macomb County Board of Commissioners supports the Macomb County Community Mental Health Services Board and challenges that the Department of Community Mental Health not implement the new Medicaid funding formula that reduces the provision of services to Macomb County consumers who present with Mental Illness, Developmental Disabilities and Substance Use Disorders.

NOW THEREFORE BE IT RESOLVED that the Macomb County Board of Commissioners hereby supports the Macomb County Community Mental Health Board's efforts to seek fair funding.

FURTHER, the Macomb County Board of Commissioners hereby requests that this resolution be transmitted to the delegation of the Macomb County State legislature.

Official Resolution
of the
Macomb County Community Mental Health Board
Macomb County, Michigan

A resolution to address the State of Michigan Funding Allocation Formula

- WHEREAS:** Macomb County Community Mental Health Services (MCCMHS) has been serving the mental health and substance abuse needs of the citizens of Macomb County since 1963; and,
- WHEREAS:** MCCMHS is committed to meeting the needs of our community through our mission of the provision of quality services which promote community participation, self-sufficiency and independence for those we serve; and,
- WHEREAS:** MCCMHS currently serves over 19,000 persons with mental illness, developmental disabilities and/or substance use disorders (36% of whom receive services through General Fund), representing a 21% increase since FY 2005 (and a 30% increase for behavioral health/developmental disabilities services), at the same time GF resources have substantially decreased; and
- WHEREAS:** MCCMHS over the past two fiscal years received a reduction in GF allocation equaling \$2,043,681. The current year's reduction represents seven percent (7%) for FY 2009/2010 over the original allocation for FY 08/09; and
- WHEREAS:** In 2010 Statewide Medicaid Mental Health Specialty services and supports received a 4% rate increase which MDCH did not apply uniformly. MCCMHS received a 1.6% Medicaid rate decrease which will result in a loss of \$7,500,000 in Medicaid revenue; and
- WHEREAS:** State funding for substance abuse services in Macomb County was reduced by \$228,000, or 6% of its state budget for FY 2010, compounding losses in local funding, resulting in a total dollar loss of over \$500,000 or 10%;
- WHEREAS:** MCCMHS has experienced a dramatic increase in the demand for substance use disorder treatment over the past three years, resulting in an average of over 200 people being placed on unprecedented waiting lists for intensive levels of treatment since 2009, with waiting periods for some of over four months; and
- WHEREAS:** MCCMHS has placed 250 people without insurance (supported by General Fund) on unprecedented waiting lists for behavioral health services; and

WHEREAS: The Senate proposed budget cuts for Fiscal Year 2011 and continued use of the distribution method identified by the Michigan Department of Community Health (MDCH) will compromise our ability to serve our community; and

WHEREAS: If these distribution methods are continued, MCCMHS would likely receive a \$2,154,579 reduction in General Fund allocation for Fiscal Year 2011, a reduction of over \$4,000,000 since October, 2008, at a time when community demand based on severity and urgency of need is rapidly increasing; and

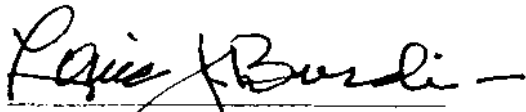
WHEREAS: Excessive reductions primarily affect programs that serve consumers without Medicaid. These reductions also affect support services for consumers with Medicaid at a time when Macomb County suffers the third-highest unemployment in the State; and

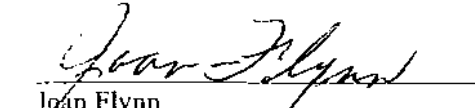
WHEREAS: Allocation reductions will mean that there will be fewer programs that ensure residents get services to prevent the escalation of mental illness. The result will likely be higher costs in other areas, such as hospitalization and community corrections. The reduced resources also mean that more people will go undiagnosed and untreated as the safety net shrinks and those receiving emergency services will likely not receive adequate follow up;

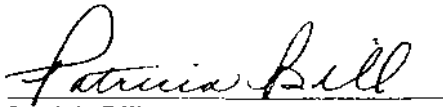
NOW, THEREFORE, BE IT RESOLVED that Macomb County Community Mental Health Services Board requests that Macomb County State Senators and Representatives vehemently oppose the General Fund cuts affecting Macomb County residents, insists that Michigan Department of Community Health not implement the new Medicaid funding formula that reduces Macomb County capitation rates, and thereby minimize any reduction of services to persons with mental illness, developmental disabilities, and substance use disorders.

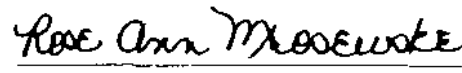
Adopted by the Macomb County Community Mental Health Board
May 10, 2010

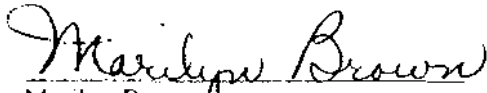
MCCMHS Board of Directors Approved the Macomb County
Funding Resolution on May 10, 2010:

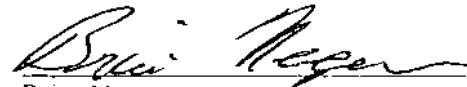

Louis J. Bardi, MCCMHS Board Chair



Joan Flynn

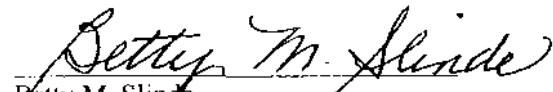

Patricia Bill

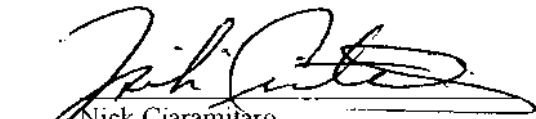

Rose Ann Mrosewske

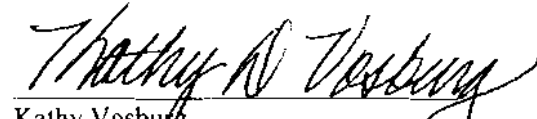

Marilyn Brown

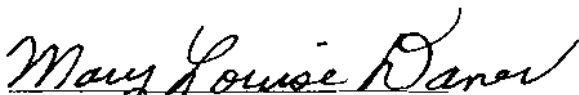

Brian Negovan

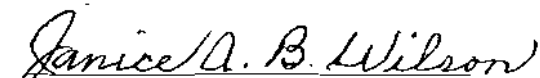

Linda K. Busch


Betty M. Slinge


Nick Ciaramitaro


Kathy Vosburg


Mary Louise Daner


Janice A.B. Wilson

RESOLUTION TO ADOPT A POLICY TO SEEK COMPETITIVE BIDS FOR ANY EXPIRING CONTRACT EXCEEDING \$20,000 IN VALUE

WHEREAS, the County of Macomb regularly seeks bids from companies and individuals to provide goods and services to the County and enters into contracts with the lowest responsible bidder, and

WHEREAS, it is in the best interest of the County to seek competitive bids for goods and services commensurate with their expiration.

NOW THEREFORE BE IT RESOLVED by the Macomb County Board of Commissioners that any contract which exceeds \$20,000 shall be competitively bid and not subject to automatic renewal. It shall be the responsibility of any department whose contract for goods or services is about to expire to seek the assistance of the Purchasing Department in obtaining competitive bids in sufficient time to continue the needed goods or services.

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO approve joining the southeast Michigan based Peplemovers.com online community 2.0 network to connect to the County website to increase opportunities for information sharing across the Internet, at no cost to the County

INTRODUCED BY: Frank Accavitti, Jr., Chair, Technology & Communications Committee

***WAIVED TO FULL BOARD BY TECHNOLOGY & COMMUNICATIONS COMMITTEE CHAIR**

COMMITTEE/MEETING DATE

Full Board 5-27-10*

[About Us](#) | [Features](#) | [Create Your Own Community](#)

[Sign Up](#) | [Forgot Password](#) | [Login](#) Username

Your Password



Peplemovers.com is a free online community of individuals and organizations working together to create healthy communities through healthy relationships. Building on the concepts of social networking, Peplemovers.com provides people, organizations, governments and businesses with a community-friendly network to care, connect, communicate, cooperate, engage in commerce and celebrate their successes, individually and collectively.

Sign Up **IT'S FREE**

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About

[Back](#)

Featured Communities

Peplemovers is the place where people and organizations come together: The Community Network™!

Peplemovers.com is a free online community of individuals and organizations working together to create healthy communities through healthy relationships. Building on the concepts of social networking, Peplemovers.com provides people, organizations, governments and businesses with a community-friendly network to care, connect, communicate, cooperate, engage in commerce and celebrate their successes, individually and collectively.

The Peplemovers.com beta site was launched in November 2008. The Peplemovers.com programming team is now introducing new features to the website weekly.

Peplemovers.com is open to all individuals, schools, churches, synagogues, mosques, temples, organizations, businesses and governmental agencies that desire to help make their communities better places to live, learn, work and play.

What is "Community 2.0"?

-  **TechTown**
Detroit, Michigan, United States
-  **MITechNews.Com**
Grand Rapids, Detroit, Michigan, United States
-  **Next Detroit Neighborhood Initiative**
Detroit, MI, Michigan, United States
-  **ARISE Detroit!**
Detroit, Michigan, United States
-  **Woodward Avenue Activ Association (WA3)**

Peplemovers.com is more than just a social network. Peplemovers is a global network of organizations that utilize "Community 2.0" technology to engage and grow their individual "communities" of employees, members, customers, donors and volunteers while being strategically connected to other organizations locally, regionally, nationally and globally. Peplemovers Community 2.0 allows each organization to have their own dynamic "community" connected to their primary website. Our basic platform is free of charge to businesses, governments and organizations of all types.

We believe Community 2.0 is the next major "paradigm shift" in how to build strong businesses, non-profit organizations, associations, houses of worship, cities, states and countries as it helps these entities grow more effectively by building RELATIONSHIPS. Relationships are the most powerful way to sell or grow anything as they can get people passionately talking about what you do. Community 2.0 facilitates this process by providing a state-of-the-art platform for each member of your community or organization to connect and share with each other and then "spread the word" to their family, friends and neighbors

Who should join?

Peplemovers.com is open to all individuals, schools, churches, synagogues, mosques, temples, organizations, businesses and governmental agencies that desire to help make their organizations and communities better places to live, learn, work and play for all.

People and organizations that are committed to give their best should experience profound growth as they interact and build relationships with others in this community because the people and organizations connected here tend to be the most influential in their communities. These are the "Peplemovers" who give and work to make their organizations, communities and the lives of others better. They have the energy and network of relationships that can be the most powerful in getting others to investigate the products, services, causes and leaders that can make life better. Build a relationship with these "Peplemovers" by supporting them in what they care about most – building healthy communities – and you will have a network of friends that can quickly propel you and your organization to new heights of impact and success!

Who is Peplemovers?

Peplemovers – based in Detroit, Michigan - is an internet technology company that specializes in

Royal Oak, Michigan, United



Women's Business Forc
West Bloomfield, Michigan, U.
States

creating online community networks for non-profit and for-profit organizations. These networks allow organizations to grow their relationships with customers, volunteers, residents, students, suppliers, donors and supporters so they can grow and, in the process, create healthy communities.

Helping people and communities is part of our "DNA" as the company was originally founded in 2003 by Keith Zender as a small grassroots community outreach program in the inner-city of Detroit. Our simple concepts for building relationships gradually evolved into a broad-based scope of networking, training, promotion, recognition and educational programs for communities.

In 2008, the decision was made to separate the internet technology component of the organization into a "for profit" entity to make growth and paying the bills simpler with a sizable portion of the proceeds to be reinvested into participating organizations and communities through The Peplemovers Foundation, a private foundation formed to support relationship-based community development.

Who is Keith Zender?

Keith Zender is a "Social Entrepreneur" committed to developing organizations and businesses that provide for the overall good of our world. He is the founder of Dearborn-based RecycleMax, Inc., a comprehensive provider of corporate recycling and waste disposal services nationally. Zender is also the founder of Environmental Services of North America, Inc. ("ESNA"), also based in Dearborn and a national provider of environmental and facility management services that specializes in supporting local small businesses. ESNA was ranked in 2007 and 2008 in Inc. 500 listing of "America's Fastest Growing Companies".

Zender has been active in community outreach circles since 1995 as a Board Member, Leader and volunteer. Zender has been a resident of the Boston-Edison Historic District in Detroit since 2003.

If you'd like to find out how you can be a strategic part of our mission as a key sponsor, advertiser, employee, volunteer or investor, please contact us at:

**Peplemovers, Inc.
440 Burroughs, #84
Detroit, Michigan 48202
United States**

Phone: (313) 865-1264
Fax: (313) 883-4402
Email: info@peplemovers.com

Sign Up ▶ Create a Free Individual or Organization Profile

Questions?

Please call (313) 865-1264
Or email sales@peplemovers.com

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Connect with Peplemovers on:

Learn about the extra benefits of becoming a Peplemovers Founding Sponsor! [click!](#)

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Peplemovers is a free social network community for people who are looking to make an impact and the world better. We make real-world connections.

Sign Up **IT'S FREE!**

Our Community | What's Happening | Make a Difference | Marketplace | Search _____ in **People** ▾

Quick Links

- Our Home
- Create A Profile
- Invite Friends

RSS Feeds

Sponsor

Groups

Back

Who are you looking for?

Where?

Start general and type more to refine your search

Enter the City, State, Country or Zip/Postal Code only.

Community Focus

Needed Skills

-- All Community Interests -- ▾

-- All Needed Skills -- ▾

Type

Sort

Order By

-- All Group Types -- ▾

Descending ▾

Date Joined ▾



Page 7 of 23

◀ 1 2 ... 04 05 06 07 08 09 10 ... 22 23 ▶

343 Total



Maggie Lee's Community Center

Member since 01/13/2010

Non-Profit Organization

Detroit, Michigan, United States

PeoplePoints: 100

1 Friend

Send Message

Send Friend Request



ideation

**WE TURN
DESIGN
INTO AN
EXPERIENCE**

identities

**marketing
collateral**

websites

signage

**environmental
graphics**



michigan today
Member since 01/11/2010

highland, Michigan, United States

PeoplePoints: 100

1 Friend

[Send Message](#)
[Send Friend Request](#)



COOL School Technologies
Member since 01/11/2010

Other
Detroit, Michigan, United States

PeoplePoints: 105

7 Friends

[Send Message](#)
[Send Friend Request](#)



Mother Wit & Co. Media a.k.a. MoWitCo Media
Member since 01/09/2010
on **TechTown Community**

Detroit, Michigan, United States

PeoplePoints: 100

3 Friends

[Send Message](#)
[Send Friend Request](#)



Macomb County Habitat for Humanity
Member since 01/07/2010

Mount Clemens, Michigan, United States

PeoplePoints: 100

14 Friends

[Send Message](#)
[Send Friend Request](#)



Grosse Pointe Theatre
Member since 12/28/2009
on **Detroit Institute of Arts Community**

Arts and Entertainment
Grosse Pointe Park, Michigan, United States

PeoplePoints: 100

8 Friends

[Send Message](#)
[Send Friend Request](#)



Thurston Consulting
Member since 12/28/2009
on **TechTown Community**

PeoplePoints: 100

3 Friends

Ferndale, Michigan, United States

Send Message
Send Friend Request



Young Detroit Builders

Member since 12/23/2009

Non-Profit Organization

Detroit, Michigan, United States

PeoplePoints: 140

11 Friends

Send Message
Send Friend Request



Detroit Hurricanes Youth Athletics & Enrichment Program

Member since 12/22/2009

on **ARISE Detroit! Community**

Non-Profit Organization

Detroit, Michigan, United States

PeoplePoints: 170

4 Friends

Send Message
Send Friend Request



Tastes and Tours

Member since 12/22/2009

Arts and Entertainment

Royal Oak, Michigan, United States

PeoplePoints: 110

8 Friends

Send Message
Send Friend Request



Detroit-Eastside

Member since 12/17/2009

Detroit, Michigan, United States

PeoplePoints: 100

2 Friends

Send Message
Send Friend Request



Organic Writing Solutions LLC

Member since 12/17/2009

on **ARISE Detroit! Community**

Other

Detroit, Michigan, United States

PeoplePoints: 395

15 Friends

Send Message
Send Friend Request



Urban Business Consultants Inc.

Member since 12/15/2009

Southfield, Michigan, United States

PeoplePoints: 100

1 Friend

Send Message

Send Friend Request



Bears on Patrol

Member since 12/14/2009

Carrollton, Georgia, United States

PeoplePoints: 100

4 Friends

Send Message

Send Friend Request



Toys For Tots

Member since 12/14/2009

Volunteer Group

Detroit, Michigan, United States

PeoplePoints: 120

1 Friend

Send Message

Send Friend Request

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343 Total E

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From: Cyntia Zerkowski
To: Dave Flynn; Frank Accavitti; Paul Gielegthem
CC: Jill Smith; Lisa Martino
Date: 5/24/2010 7:57 AM
Subject: Re: Fwd: Governmental Terms & Privacy Policy

dave/frank/paul,

jill smith and i reviewed the Terms and Privacy policies and have concluded that as they appear on the Peplemovers website is sufficient.

i have also reviewed the website with Lisa Martino, as presumably the function for accessing the county's Peplemovers accounty would be managed by Media Relations, so that she is familiar with it in advance.

a possible resolution for full board may be:

RESOLUTION TO: join the southeast Michigan based Peplemovers.com online community 2.0 network to connect to the County website to increase opportunities for information sharing across the Internet, at no cost to the County.

Please advise on how you would like me to proceed.

cindy.

Cindy Zerkowski
Macomb County IT Director
Mt. Clemens, MI 48043
586-469-0524
www.MacombCountyMI.gov

"Innovation through Technology - We make IT happen"

>>> Frank Accavitti 5/20/2010 3:40 PM >>>
Please review asap - would like to waive to full Board

Frank Accavitti Jr.
County Commissioner District 22
Eastpointe, Roseville, Warren



Contact Us | Help | Feedback | Join our community.



Our Community

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in People

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- Invite Friends

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 Houston, TX 77052
248-705-0292

Terms & Conditions

Back

Peplemovers.com, Inc. ("Peplemovers", "we", or "us") provides the Peplemovers site at Peplemovers.com and through various other URLs in connection with our partner companies and organizations ("the Site") and the services offered on it, including but not limited to the Peplemovers online community networking service and other information related thereto (collectively, the "Services") to our users, whether they be organizations, businesses, governments, volunteers, readers of our newsletters or other visitors to the Site ("you") under the following terms of service and use (the "Terms"). Please read the Terms carefully. You understand and agree that the Services are provided to you exclusively under these Terms. By using the Services, you are stating that you have read and understand the Terms and that you agree to be bound by them. We reserve the right to terminate your use or access to the Services at any time for any reason, including, without limitation, if we learn that you have provided false or misleading information or have violated the Terms.

1. YOUR RESPONSIBILITIES

You agree not to use the Services to: (a) violate any local, state, national or international law, (b) stalk, harass or harm another individual, (c) collect or store personal data about other users, (d) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity, or (e) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Services, use of the Services or access to the Services. Without our written consent, you may not (a) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via e-mail (spam), (b) use any high volume, automated, or electronic means (including without limitation robots, spiders, scripts or other automatic device) to access the Services or monitor or copy our web pages or the content contained thereon, (c) link or deep-link to the Site for any purpose, or (d) frame the Site, place pop-up windows over its pages, or otherwise affect the display of its pages. All information that you provide to us will be true, accurate and current.

2. MODIFICATIONS TO TERMS

We may change the Terms from time to time. We will notify you of any such changes via e-mail and/or by posting the changes on the start-up screen. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the revised Terms, inclusive of such changes. In addition, certain areas of the Services may be subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas. In the event that any of the additional terms of use governing such areas conflict with these Terms, these Terms shall control.

3. MODIFICATIONS TO SERVICES

We reserve the right to modify or discontinue the Services with or without notice to you. We shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services. If you object to any such changes, your sole recourse shall be to cease using the Services. Continued use of the Services following notice of any such changes shall indicate your acknowledgement of such changes and satisfaction with the Services as so modified.

4. PRIVACY

As part of the registration process, you will be asked to provide certain personal information to us. All uses of your personal information will be treated in accordance with our Peplemovers.com/privacy Privacy Policy, which is hereby incorporated by reference. If you use the Site and/or the Services, you are accepting the terms and conditions of our Privacy Policy. If you do not agree to have your information used in any of the ways described in the Privacy Policy, you must discontinue use of the Site and/or the Services.

5. THIRD PARTY CONTENT AND MONITORING

We are a distributor and publisher of content supplied by users of the Services and by other third parties. Accordingly, we have no editorial control over such content. Any services, offers, or other information or content expressed or made available by third parties, including information provided by other users of the Services, are those of the respective author(s) or distributor(s) of that information and not of us. We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Services by anyone. We have the right, but not the obligation, to monitor and review the content on the Services and your account to determine compliance with these Terms and any other operating rules established by us, to satisfy any law, regulation or authorized government request, or for other purposes. You understand and acknowledge that we do not monitor content for accuracy or reliability.

6. YOUR CONTENT; LICENSE; REPRESENTATION AND WARRANTY

You are solely responsible for content you provide to us to be published on our Site through our data entry forms ("Your Content"), and we act as a passive conduit for the distribution and publication of Your Content. However, we reserve the right to remove Your Content if we believe Your Content may create liability for us. You represent and warrant that Your Content (a) does not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (b) does not violate any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control, (c) is not defamatory or trade libelous, (d) is not pornographic or obscene, (e) does not violate any laws regarding unfair competition, anti-discrimination or false advertising, and (f) does not contain viruses, trojan horses, worms, time bombs, cancelbots, spyware, or other similar harmful or deleterious programming routines. You acknowledge and agree that Third Parties (as defined below) are third-party beneficiaries of these representations and warranties, and that they shall apportion to them with the same force and effect as they apply to us. You hereby grant to us a worldwide, perpetual, irrevocable and royalty-free license, sublicensable through multiple tiers of sublicensees, to use, reproduce, modify, distribute, display and create derivative works from Your Content in any media now known or not currently known. The foregoing does not apply to content contained on hyperlinked pages or any other content you do not submit to us.



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11. LIMITATION OF LIABILITY

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL PEOPLEMOVERS OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARTNERS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THE SERVICES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE IF YOU ARE DISSATISFIED WITH ANY PORTION OF THIS SITE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE. The aggregate liability of Peplemovers to you for all claims arising from or related to the Site or the Services is limited to one-hundred dollars (\$100).

12. EXCLUSIONS AND LIMITATIONS

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability shall be the maximum permitted under such applicable law.

13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Peplemovers, its parents, subsidiaries, affiliates, officers, directors, co-branders and other partners (including third-party partners to whom Peplemovers may provide Your Content ("Third Parties")), employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable attorneys' fees and court costs) that such parties may incur as a result of or arising from: (1) Your Content and any information you (or anyone accessing the Services using your password) submit, post or transmit through the Services; (2) your (or access to the Services as your) use of the Services; (3) your (or access to the Services as your) violation of these Terms; (4) your (or anyone using your account's) violation of any rights of any other person or entity or (5) any viruses, Trojan horses, worms, time bombs, cancelbots, spyware or other similar harmful or deleterious programming routines input by you into the Services.

14. TRADEMARKS

Certain of the names, logos, and other materials displayed in the Services constitute trademarks, tradenames, service marks or logos ("Marks") of us or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with us or those other entities.

15. COPYRIGHTS, RESTRICTIONS ON USE

The content of the Services ("Our Content"), including without limitation, text, databases, software, code, music, sound, photos, and graphics, is (1) copyrighted by Peplemovers and/or its licensors under United States and international copyright laws, (2) subject to other intellectual property and proprietary rights and laws, and (3) owned by Peplemovers or its licensors. Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, publicly performed, publicly displayed, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors, with the sole exception that one copy may be downloaded onto a single computer for (a) your personal, noncommercial use or (b) your archival purposes, if you are a business, government, nonprofit or public service organization. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Content.

16. MISCELLANEOUS

The Terms constitute the entire and exclusive and final statement of the agreement between you and us with respect to the subject matter hereof, and govern your use of the Services, superseding any prior agreements or negotiations between you and us with respect to the subject matter hereof. The Terms and the relationship between you and Peplemovers shall be governed by the laws of the State of Michigan, without giving effect to any choice of laws or principles that would require the application of the laws of a different country or state. Any legal action, suit or proceeding arising out of or relating to the Terms, or your use of, the Services must be instituted exclusively in the federal or state courts located in Wayne County, Michigan and in no other jurisdiction. You

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Your Password

further consent to personal jurisdiction and venue in, and agree to service of process issued or authorized by, any such court. Our failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of the Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.

17. SURVIVAL

The terms of Sections 5 through 17 as well as any other limitations on liability explicitly set forth herein shall survive the expiration or earlier termination of the Terms for any reason. Our (and our licensors') proprietary rights (including any and all intellectual property rights) in and to Our Content and the Services shall survive the expiration or earlier termination of the Terms for any reason.

18. VIOLATIONS

Please report any violations of the Terms to support@peplemovers.com



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Privacy Policy

Last Modified: April 6, 2010

INTRODUCTION TO PEOPLEMOVERS.COM, INC. AND THE COMMUNITY SITES

Peplemovers.com, Inc. ("Peplemovers," "we," "us," or "our") offers web sites, including at www.peplemovers.com (collectively, the "Peplemovers Site(s)"). Using our social-networking and social-media technologies and services (collectively referred to here as the "Peplemovers Platform"), we also power, host, and administer certain portions of web sites that are owned by third parties ("Third Party Sites"). The Peplemovers Site and Third Party Sites make up a community of social-networking web sites that we refer to as the "Community Sites" throughout this privacy policy. The Community Sites, with the help of the Peplemovers Platform, allow registered users ("Members") to create individual Member profiles that can be personalized and displayed to other Members and visitors of the Community Sites and allows Members to display their own mixed-media content, comment on other Members' content and comments, and share information and establish a network of friends – all within a Community Site, or across multiple Community Sites.

To make the Community Sites possible:

We collect information (including Personal Information as defined below in the section titled Collection and Use of Personal Information) at the Peplemovers Site and at those portions of other Community Sites powered by the Peplemovers Platform;

When you sign up to become a Member of a Community Site that is powered by us, you register both with that Community Site and with Peplemovers, and your e-mail address and password automatically give you access to both. Please note that our use of your information is governed by this privacy policy and the other Community Sites' use of your information is governed by their own privacy statements or policies. Because Peplemovers and the Community Site(s) at which you register or join receive your registration information, anytime you update your registration information or provide more information for your Member profile, the updated or additional information is received by Peplemovers and the Community Site(s) at which you register. Other information relating to your use of the Community Site(s), such as information relating to postings you make or communities you join, also may be shared with the Community Site(s) at which you have chosen to register. Notwithstanding the above, information, including Personal Information, that is obtained from members or third parties which are government entities or municipalities is not subject to this privacy policy and may not be used for advertising, or for commercial or information gathering purposes of any kind.

Registration allows Peplemovers and each Community Site with which you join to provide you access to Member features of the Community Sites. Registration joins you to Peplemovers and the first Community Site where you sign up; but after that, Peplemovers makes joining other communities easy. When you are logged in, Peplemovers will recognize you as a Member at any Community Site that you visit and, as a Member, you can automatically join that other Community Site by simply clicking the join button. (But some communities may choose to limit membership by minimum age, geography, or other requirements.)

If you are logged in on one Community Site and travel to another Community Site, Peplemovers can recognize you so you do not need to login again. However, we recommend that you remember to log off of a Community Site if you leave your computer and another person can use or access your computer.

If you are already a Peplemovers Member (either by registering at the Peplemovers Site or another Community Site), once you agree to join another Community Site, that Community Site will have access to the registration information you previously provided and that Community Site may ask you for additional information.

This privacy policy governs only the information collected by us at the Peplemovers Site or collected by us via those portions of the other Community Sites that are powered by the Peplemovers Platform, unless otherwise specifically stated.

MEMBER PROFILE/PUBLIC POSTINGS

As part of the social-networking aspect of the Community Sites, some Personal Information of Members and postings may be automatically displayed to the public on Community Sites as part of a Member's profile page. This Privacy Policy does not apply to any information that you disclose publicly or allow to be part of your Member profile page. A Member's profile page is, by default, set up to display information such as the Member's display name within a Community Site, unique user name within a Community Site, thumbnail image, age, gender, location (city/state/country), friends, communities that the Member has joined, recent activity Feed (an Peplemovers "Feed" is a dynamic, personalized, mixed-media playlist), and optional information added by the Member including, for example, the Member's tagline, relationship status, occupation, skills, interests, favorites (volunteering activities, music, movies, etc.). Peplemovers may make it possible for Members to see a report on other Members that visited their profile page. Member profiles are public (unless made private) and postings to Community Sites are public, and therefore can be indexed by third-party search engines and appear in search results on third-party web sites.

We offer Members the ability to manage their public profile and limit how much

of their Personal Information is automatically displayed as follows:

Members can choose to completely hide from public view certain of their Member profile page default information by removing the "About Me" or other modules.

IMPORTANT NOTE: Regardless of which profile modules a Member removes from public view, the Member's thumbnail, display name, general location, and gender may still appear publicly: (i) as a search result if another Member conducts a community search using matching criteria, such as location, gender, age criteria, etc.; and (ii) on Community Sites that display featured thumbnails, for example, pages showing most active Members, recent Members, most popular Members, etc.

Members can delete comments posted to a Member's page. Please note that we reserve the right to remove any comments or other posts (originating from the Member or otherwise) in our sole discretion. Members can designate when a post made by the Member should be displayed publicly or privately (for example, only to a Member's friends).

In light of the ability for other people to view your Personal Information and postings, please exercise caution when disclosing information in your Peplemovers profile or elsewhere on the Community Sites. You do not know who will access and use your Personal Information or for what purpose. We are in no way responsible for the accuracy, use, or misuse of any information that you disclose or receive through these venues. Please refer to our [Terms & Conditions](#) for restrictions with respect to public postings. Please note that we reserve the right (in our sole discretion) to set certain limitations on the availability of some or all of the features on the Community Sites.

COLLECTION AND USE OF PERSONAL INFORMATION

When we use the term "Personal Information," we mean information such as your full name, street address, telephone number, blog or other personal website URL, date of birth, e-mail address, and any other information that would allow someone to identify you or contact you.

We collect Personal Information about you when you provide your information to us on the Peplemovers Site or those portions of the other Community Sites that are powered by the Peplemovers Platform, including when you register or join a Community Site, register to use any services, features, or functions of the Community Sites, participate in promotions such as sweepstakes and contests, or in the course of any other exchanges of information, transactions, and activities. We may also ask you to provide us with demographic information or information regarding your interests, hobbies, preferences, or similar information. If we link this information with your Personal Information, we will treat it as Personal Information.

There may be times where Peplemovers receives your Personal Information from one of the Third Party Sites in order to provide services to you through that Third Party Site. There also may be circumstances when we receive Personal Information about you from other sources and combine that information with information collected through the Community Sites. In each of those cases, Peplemovers will use your Personal Information in accordance with this privacy policy.

We may use the information we obtain from you, including Personal Information, to provide the Peplemovers Platform and to tailor your experience on the Community Sites, including customizing the content and advertising you see when you visit the Community Sites. We may use your Personal Information for internal purposes or for other purposes disclosed when you provide your Personal Information. We may also contact you regarding any problems or questions we have relating to your use of the Community Sites, or, in our discretion, notify you of changes to our Privacy Policy, Terms & Conditions, or other policy that may affect your use of one or more of the Community Sites.

We may use your Personal Information (including e-mail address) to send you notifications relating to the Community Sites, including for example, to confirm when one Member has requested to add you as a friend, when someone posts a comment to your profile, or when someone tries to contact you via a Community Site.

In addition, if you join a Community Site, we may use your Personal Information and other information in your profile (without specifically identifying you) in order to report on Community Site statistics, such as how many Community Site Members are in a certain genre or enjoy a certain product or service, or to personalize advertisements and offers.

If you provide us with Personal Information of a friend, such as name or e-mail address (for example, in order to e-mail an article to a friend), or a friend has provided that information about you, we will not use that Personal Information to send other e-mail communications unless otherwise disclosed at the time the information is provided.

NOTE TO PARENTS ABOUT CHILDREN

The Peplemovers Site and Peplemovers Platform are not directed to children younger than 13, and we do not knowingly collect any Personal Information from children younger than 13. If you are younger than 13, do not send any information about yourself to us. If we discover that a person younger than 13 or the required greater age per applicable eligibility requirements has provided us with Personal Information, we will delete the Personal Information.

COLLECTION AND USE OF NON-PERSONAL INFORMATION

When you visit the Peplemovers Site or those portions of other Community Sites that are powered by the Peplemovers Platform, our servers automatically collect certain web site usage information. Web site usage information is non-personally identifiable information about how our visitors use and navigate the Peplemovers Site and those portions of other Community Sites that are powered by the Peplemovers Platform, including the number and frequency of visitors to each web page, the length of their stays, the type of browser each visitor is using (for example, Internet Explorer, Firefox), the type of operating system each visitor is using, (for example, Windows XP or Mac OS), the domain name of each visitor's Internet service provider and certain other information (for example, IP address and clickstream data). An IP address is a number that is automatically assigned to your computer whenever you access the Internet, which our web servers use to identify where to send the information that your computer requests. When you request pages from the Peplemovers Site or those portions of other Community Sites that are powered by the Peplemovers Platform, our servers log your IP address. We may use IP addresses for a number of purposes, such as system administration, to report aggregate information to our business partners, or to audit use of the Community Sites. We may associate your IP address, web site usage information, or other non-Personal Information with the Personal Information that you provide to the Community Sites. We reserve the right to disclose non-identifying information about our users, such as web site usage statistics, to third parties.

COOKIES

To enhance your experience with the Community Sites, we may use "cookies." Cookies are small data files that we place in your computer's browser when you visit the Community Sites. We may use cookies for a number of purposes, such as tracking usage patterns, measuring the effectiveness of advertising, to help serve advertisements, limiting multiple responses and registrations, facilitating your ability to navigate the Community Sites, and as part of a verification or screening process. Cookies automatically identify your web browser whenever you visit the Community Sites. Also, by recording how and when you use the Community Sites, cookies help us determine which areas are popular and which are not. Additionally, accepting cookies may allow you, among other things, to personalize your experience on the Community Sites. If you do not wish to allow for use of cookies, you can generally opt-out of providing this information by setting your browser to reject cookies. However, please be aware that some areas of the Community Sites may not provide you with an acceptable user experience if you have disabled the use of cookies.

WEB BEACONS AND SIMILAR TECHNOLOGIES

The Community Sites and our e-mail messages may contain a small graphic

image called a web beacon, which is sometimes also called a "web bug" or "clear gif," and which allows the party that set the web beacon to monitor and collect certain limited information about the viewer of the web page or e-mail message (such as the type of browser downloading the web beacon, the IP address of the computer that the web beacon is sent to, and the time the web beacon was viewed, as well as the URL of the page the web beacon comes from). Web beacons typically are very small (generally 1-by-1 pixel) and invisible to the user, but, in general, any electronic image viewed as part of a web page or e-mail message, including an advertisement or HTML content, can act as a web beacon. We may use web beacons or similar technologies for a number of purposes, such as and without limitation, to count visitors to our web pages or to monitor how our users navigate the Community Sites, and we may include web beacons or similar technologies in e-mails in order to count how many e-mails (or particular articles, links, etc.) that we sent were actually opened.

THIRD PARTY ADVERTISERS, CONTENT PROVIDERS, AND SERVICE PROVIDERS

When you are on the Community Sites, certain content, including advertisements, may be served by a third party. These third parties may also set their own cookies and/or use web beacons, which may be used to identify some of your preferences, to recognize you if you have previously had contact with those third parties, and to determine on which web site the third party's advertisement was displayed and whether or not the advertisement was clicked. Third-party content or service providers may also use cookies to ascertain how many times you have seen their content or used their service. We do not have access to the cookies or web beacons placed by third parties. This information helps our advertising partners deliver targeted advertisements that they believe will be most relevant to you. Our third-party advertisers' use of cookies is subject to their own privacy policies, which may differ from this one. We do not control the use of such technology by third parties, the information they collect, or how they use such information. We do not have access to cookies set by third parties.

Certain third party advertisers may offer you the ability to opt-out of receiving their cookies when they serve ads to you. For more information, please visit:

http://www.networkadvertising.org/optout_nonppii.asp.

OUR DISCLOSURE OF INFORMATION TO THIRD PARTIES

We do not share your Personal Information with third parties for their direct marketing purposes unless you first affirmatively agree to the disclosure. If you do agree to receive communications from a third party, your information will be subject to the third party's privacy policy. Therefore, if you later decide that you do not want that third party to use your information, you will need to contact the

third party directly. Please note that once you are a Peplemovers member (either by registering at the Peplemovers Site or another Community Site), if you agree to join a community at an additional Community Site, you are requesting that we provide your Peplemovers registration information with that additional Community Site so that you can register with that Community Site.

Some of the non-Personal Information and aggregate user data that we collect may be shared with Third Party Sites, advertisers, and other third party content or service partners.

In addition, we may share your Personal Information with third parties under the following limited circumstances:

Operational Service Providers. We may employ other companies and individuals to perform functions on our behalf for the purpose of administering and maintaining portions of the Community Sites' services, features, functions, and operations and performing other services on our behalf. Examples include, without limitation, sending communications on our behalf, analyzing data, providing marketing assistance, and providing customer service. These third parties may have access to Community Site users' Personal Information in order to provide these services.

Other Non-Affiliated Third Parties. We may make your Personal Information available to non-affiliated third parties in the following limited circumstances: We may disclose information about Members or other users, including Personal Information, when legally required to do so, at the request of governmental authorities, or to verify or enforce compliance with the policies governing the Community Sites and applicable laws, rules, and regulations;

We may use IP addresses to identify Members or other users in cooperation with Internet service providers or law enforcement agencies, and may also disclose Member or other user information whenever we believe disclosure is necessary to limit our legal liability or to protect or enforce the rights, interests, or safety of the Community Sites, our Members, users, or other persons;

If, in our sole discretion, we believe such disclosure to be necessary or appropriate to investigate or resolve possible problems or inquiries, to protect our business and assets, and/or to establish or exercise our legal rights or defend our interests; or

In the event of a bankruptcy, merger, consolidation, acquisition, restructuring, transfer of control, joint venture, fundamental corporate change, or other business combination involving us or our affiliates.

Sweepstakes, Contests, or Other Promotions. If you participate in a sweepstakes, contest, or other promotion, your Personal Information may be disclosed as required by law, for example, on a winners' list. Also, by entering a

sweepstakes, contest, or other promotion, we may require you to consent to the use of your Personal Information or other information in advertising materials. In addition, we may offer you sweepstakes, contests, or other promotions that are sponsored or co-sponsored by a third party. If disclosed to you on the promotion registration page, those third parties may obtain the Personal Information that you submit for that promotion. We have no control over such a third party's use of this information, and any such third party is not subject to this privacy policy.

LINKS

The Peplemovers Site and portions of other Community Sites that are powered by the Peplemovers Platform may contain links to other web sites, whose information practices may be different from ours. You could be directed to other web pages or online content through links that are beyond our control. These other web pages may set their own cookies, collect data, and/or have their own privacy policies. This Privacy Policy only covers information collected by us at the Peplemovers Site and those portions of other Community Sites that are powered by the Peplemovers Platform, and we encourage you to review the privacy policy of any other web site you visit.

SECURITY

We make reasonable efforts to maintain security and confidentiality of your Personal Information. However, no data transmission over the Internet is 100% secure and for most Internet sites, it is possible that third parties may unlawfully intercept or access transmissions or private communications over an unsecured transmission. As a result, we cannot guarantee or warrant the security of any information we receive and we are not responsible for the theft, destruction, or inadvertent disclosure of Personal Information.

REVIEW OR UPDATE YOUR PERSONAL INFORMATION

Generally, you may review or update your Personal Information collected by Peplemovers. You may also correct factual inaccuracies. However, Personal Information that is necessary to check eligibility, such as date of birth or age, cannot be deleted and a change to this information may not be permitted. To review, update, or delete your Personal Information collected by Peplemovers, please click EDIT PROFILE menu when signed in to your account. You also can deactivate your Peplemovers account through the ACCOUNT page. If you deactivate or if Peplemovers terminates your Peplemovers account, your public profile will be removed from all Community Sites and Peplemovers reserves the right to retain or delete your personal information in our database, subject to our Privacy Policy.

PHISHING

Phishing attacks attempt to steal consumers' personal identity data and financial account credentials. "Phishers" use 'spoofed' e-mails to lead consumers to counterfeit websites designed to trick recipients into divulging Personal Information such as credit card numbers, account usernames, passwords, and social security numbers. WE DO NOT SEND E-MAILS ASKING YOU TO PROVIDE OR CONFIRM SENSITIVE PERSONAL INFORMATION OR YOUR USERNAME OR PASSWORD! If you receive such a fraudulent e-mail communication, please do not reply or respond to it. You may contact us at support@peplemovers.com.

CHANGES TO THIS PRIVACY POLICY

We reserve the right to revise this privacy policy at any time. However, we will use your Personal Information in a manner consistent with the privacy policy in effect at the time we received the information, unless you consent to the new or revised policy. We encourage you to check this privacy policy often for updates. We may also e-mail you, at our discretion, about these changes.

QUESTIONS

If you have questions about our Privacy Policy or if you do not understand any information about how we collect, maintain, use, or share your personally identifiable information, you may contact us at info@peplemovers.com.

CONSENT TO TRANSFER

Peplemovers operates in the United States and its operation of the Peplemovers Site and portions of other Community Sites that are powered by the Peplemovers Platform is governed by the laws of the U.S. Please be aware that any Personal Information you provide to us or we obtain as a result of your use of the Community Sites will be transferred to the U.S. and subject to U.S. law. By using and participating in any Community Sites and/or providing us with your Personal Information, you consent to this collection, transfer, storage, and processing of Personal Information to and in the U.S. Consequently, you hereby waive any claims that may arise under the laws and regulations that apply to you in or of any other country or jurisdiction. All users of the Community Sites are required to provide true, current, complete, and accurate Personal Information when prompted.

This Privacy Policy was last modified on March 31, 2010 and is effective immediately.

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE

AGENDA ITEM

MACOMB COUNTY, MICHIGAN

RESOLUTION TO approve the request by Dinah Fox to purchase 14 months of Wayne County prior governmental service time and Nadine Thacker to purchase 24 months of State of Michigan prior governmental service time.

INTRODUCED BY: Paul Gielegem, Chairman

SEE ATTACHED MATERIAL

COMMITTEE/MEETING DATE

Full Board 5-27-10



EMPLOYEE'S RETIREMENT SYSTEM

10 N. Main St., 12th Floor
Mt. Clemens, Michigan 48043
586-469-5250 Fax 586-469-5847

May 18, 2010

COMMISSION MEMBERS

Brian Brdak
Chairperson
County Commissioner

Chris Carmody
Vice-Chairperson
Employee Representative

Timothy K. Corcoran
Employee Representative

Irene Kepler
County Commissioner

Ken Lampar
County Commissioner

Larry Moloney
Road Commissioner

Darra Slanec
Employee Representative

Leonard Reinowski
Retiree Representative

Gilbert J. Chang
Secretary

Ted B. Wahby
Treasurer

George E. Brumbaugh, Jr.
Legal Advisor

Commissioner Paul Gielegem, Chairman
Macomb County Board of Commissioners
Administration Building—9th Floor
Mount Clemens, Michigan 48043

Dear Commissioner:

The Retirement Commission recommended that the following individuals be allowed to purchase previous service time (see attachments):

Dinah Fox	Wayne County	14 months
Nadine Thacker	ST of MI	24 months

Public Act 507 of 1982 provides that the purchase of such service time can be allowed by the affirmative vote of not less than three-fifths of the Board of Commissioners.

Sincerely yours,

Gilbert J. Chang, Secretary
Macomb County Employees Retirement System

GJC:ts

Enclosures

MACOMB COUNTY BOARD OF COMMISSIONERS

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Marvin E. Sanger - District 2
Phillip A. DiMaria - District 3
Tom Mocerri - District 4
Susan L. Doherty - District 5

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Don Brown - District 13
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Corey Ternee - District 16

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Irene M. Kepler - District 21
Frank Accovitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26



HUMAN RESOURCES DEPARTMENT

9

10 N. Main St., 4th Floor
Mount Clemens, Michigan 48043
586-469-5280 Fax 586-469-6974

ma.combcountymi.gov
Retirement Division - 1st Floor County Building
(586) 469-5113 ~ (800) 291-7237

Labor Relations:
Eric A. Herppich
469-7241

Personnel Services:
Douglas J. Fouty
469-6126

TO: Paul Gielegem, Chairman and
Board of Commissioners

FROM: Dinah Fox

(department)

DATE: 5-3-2010

RE: Request to Purchase Prior Government Service

RECEIVED
MAY 03 2010
19 - RETIREMENT

I, Dinah Fox, respectfully request
to purchase my prior government service of 14 months for
\$ 26,890.00. Attached is the letter I have received from the
Finance Department supporting my eligibility to purchase this time.

If you have any questions, please contact me at
586-218-9218

Thank you for your cooperation.

Dinah Fox
Signature

This request has been reviewed and is in conformance with the Retirement Ordinance requirements.

Date: 5/5/10 By: [Signature]

MACOMB COUNTY BOARD OF COMMISSIONERS

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District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

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Susan L. Deherly - District 5

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David Flynn - District 8
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Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26



EMPLOYEE'S RETIREMENT SYSTEM

10

10 N. Main St., 12th Floor
Mt. Clemens, Michigan 48043
586-469-5250 Fax 586-469-5847

APR 28 2010
NO RETIREMENT

COMMISSION MEMBERS

Brian Brdak
Chairperson
County Commissioner

Chris Carmody
Vice-Chairperson
Employee Representative

Irene Kepler
County Commissioner

Ken Lampar
County Commissioner

Larry Moloney
Road Commissioner

Darra Stanec
Employee Representative

Leonard Reinowski
Retiree Representative

Gilbert J. Chang
Secretary

Ted B. Wahby
Treasurer

George E. Brumbaugh, Jr.
Legal Advisor

TO: Dinah Fox
Office of the Sheriff

SUBJECT: Purchase of Prior Governmental Service Time

DATE: April 28, 2010

The Macomb County Board of Commissioners has adopted new policies regarding the purchase of prior government service. Based on your County service to date of 23 years and 8 months, your purchase of other governmental time is limited to the lower of your time worked with the other governmental unit or 60 months. The cost of 14 months with Wayne County is \$6,689 until December 31, 2010

This letter does not constitute approval to purchase this time; it is only for your information as to cost.

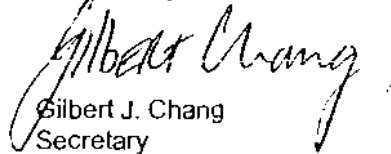
Should you wish to proceed with this purchase you must apply to and receive permission from the Macomb County Board of Commissioners. The Board of Commissioners will determine your eligibility by an affirmative vote of not less than three-fifth of its members.

You are also advised that in the event your bargaining unit has the Annuity Withdrawal privilege on retirement, the purchase amount of the above time will not qualify. Annuity Withdrawal is available only for those sums contributed pursuant to the Macomb County Employees Retirement System retirement deductions.

Please note: The purchase of prior other governmental service is limited to a ratio of one year purchased for every four years of County service time to a maximum of 5 years based on 20 years of County service.

If you wish to request permission to purchase the above noted other government time please address a letter to the undersigned.

Respectfully,


Gilbert J. Chang
Secretary

GCrg

cc: D. Fouty

MACOMB COUNTY BOARD OF COMMISSIONERS

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Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mosen - District 4

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10

James L. Carabelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengett - District 15

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Irene M. Kepler - District 21

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25

April 26, 2010

EMPLOYEE'S RETIREMENT SYSTEM

Mr. John H. Foster
Secretary
10 N. Main - 12th Floor
Mt. Clemens, MI 48043

Dear Mr. Foster,

In February of this year, I was advised me that I could purchase 24 months of previous government service for time I have in the State of Michigan's MPSERS system. The price would be \$2,425 if I complete the purchase by December 31 of this year.

I would like to proceed with the purchase at this time. I have been advised that I can make the purchase with pretax funds that I have on deposit with MPSERS and avoid paying taxes on that part of my MPSERS withdrawal. I need to know how to proceed in getting these funds applied to the purchase of the 24 months of service time. Are there special forms or procedures that I need to follow? Any help you can provide will be greatly appreciated.

Thank you

Nadine L. Thacker

Nadine L. Thacker

Planning and Economic Development
469-5550

This request has been reviewed and is in conformance with the Retirement Ordinance requirements.

Date: 5/4/10

By: *RS*



EMPLOYEE'S RETIREMENT SYSTEM

12

10 N. Main St., 12th Floor
Mt. Clemens, Michigan 48043
586-469-5250 Fax 586-469-5847

COMMISSION MEMBERS TO:

Nadine Thacker
Macomb County Library

Chris Carmody
Chairperson
Employee Representative

SUBJECT: Purchase of Prior Governmental Service Time

Brian Brdak
Vice-Chairperson
County Commissioner

DATE: February 23, 2010

Gary Cutler
Employee Representative

The Macomb County Board of Commissioners adopted new policies regarding the purchase of prior government service. Based on your County service to date of 8 years and 8 months, your purchase of other government time is limited to the lower of your time worked with the other governmental unit or 24 months. The cost of 24 months with Michigan Public School Employees Retirement System (MPERS) is \$2,425 if purchased by December 31, 2010

Fran Gillett
Road Commissioner

Irene Kepler
County Commissioner

This letter does not constitute approval to purchase this time it is only for your information as to cost.

Ken Lampar
County Commissioner

Should you wish to proceed with this purchase you must apply to and receive permission from the Macomb County Board of Commissioners. The Board of Commissioners will determine your eligibility by an affirmative vote of not less than three-fifth of its members.

Darra Slanec
Employee Representative

Leonard Reimowski
Retiree Representative

After the Macomb County Board of Commissioners acts on your request and prior to your purchase of the requested credit, you will be required to provide written proof that you have received a refund of your contributions and forfeited all pension rights (including your rights under the Reciprocal Retirement Act) with the State of Michigan.

David M. Diegel
Secretary

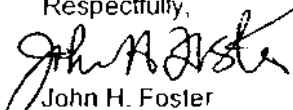
Ted B. Wahby
Treasurer

You are also advised that in the event your bargaining unit has the Annuity Withdrawal privilege on retirement, the purchase amount of the above time will not qualify. Annuity Withdrawal is available only for those sums contributed pursuant to the Macomb County Employees Retirement System retirement deductions.

George E. Brumbaugh, Jr.
Legal Adviser

If you wish to request permission to purchase the above noted other government time please address a letter to the undersigned.

Respectfully,


John H. Foster
Secretary

DD/rg

cc: W. Fisher

MACOMB COUNTY BOARD OF COMMISSIONERS

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Phillip A. DiMana - District 3
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