

MARLENE M. BRUNS  
LAPEER COUNTY CLERK

County Complex Building  
255 Clay Street  
Lapeer, Michigan 48446

Phone 810 area code  
667-0356  
Circuit Court Division  
667-0358  
Fax 667-0362

## A-G-E-N-D-A

### LAPEER COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING

April 12, 2007

7:30 P.M.

At the Lapeer County Medical Care Facility  
1455 Suncrest Drive, Lapeer

Cheryl Clark	District #1
Dyle Henning	District #2
Gary Roy	District #3
Lenny Schneider	District #4
Dave Taylor	District #5
Linda Jarvis	District #6
Ian Kempf	District #7

#### CALL TO ORDER BY CHAIRMAN/VICE-CHAIR

- ◆ Roll Call
- ◆ Opening Prayer
- ◆ Pledge of Allegiance

#### CONSIDERATION FOR APPROVAL:

- ◆ Agenda
- ◆ March 29, 2007 Regular Board Meeting Minutes

#### REVIEW OF COMMISSIONER MILEAGE/EXPENSE SHEETS

PUBLIC TIME - Citizens Comments, etc

CONTINUED-

**NEW/OLD BUSINESS:**

- A. NOTICE OF APPOINTMENTS NEEDED**  
Veterans Affairs Committee
- B. RESOLUTION - Telecommunications Week**
- C. RESOLUTION - Edythe Jones**  
(To be distributed at the meeting)
- D. FAMILY COURT - JUVENILE DIVISION**  
Agreement with Justice Benefits, Inc.  
(Referred from the 04-05-07 Committee of the Whole Meeting)

(Additional items)

- E.**
- F.**
- G.**

**DRAFT MOTIONS**

- ◆ **Committee of the Whole** (04/05/07) (attached)

**AUDIT MOTIONS**

- ◆ **County Audit Motion**  
For disbursements dated April 13, 2007
- ◆ **Road Commissioner's Audit Motion**  
For disbursements dated April 12, 2006

**COMMISSIONER'S REPORTS**

**PUBLIC TIME - Citizens Comments, etc.**

**CLOSED SESSION - (if needed)**

**RECESS/ADJOURN**

LAPEER COUNTY BOARD OF COMMISSIONERS  
REGULAR BOARD MEETING  
March 29, 2007  
5:00 P.M.

Chairman Taylor called the meeting to order at 5:00 p.m. in the Historic Mill at General Squier Memorial Park, 4725 S. Mill Street, Dryden, MI 48428. Commissioner Taylor opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:	Cheryl A. Clark	District #1
	Lenny Schneider	District #4
	David Taylor	District #5
	Linda M. Jarvis	District #6
	Ian Kempf	District #7
Excused:	Dyle Henning	District #2
	Gary Roy	District #3

**AGENDA**

It was the consensus of the Board to accept the agenda as submitted.

The draft minutes from the March 15, 2007 Regular Board Meeting were reviewed.

106-07

Motion by Schneider, supported by Kempf, to approve the draft minutes from the March 15, 2007 Regular Board Meeting. Motion carried.

**PUBLIC TIME** -- No comments were received.

Ken Elwert, Parks Department Director, welcomed everyone to the park and introduced Mike Queen, who is the facility manager for the park. Chairman Taylor introduced the President of the Village of Dryden, Pat Betcher, and the Dryden Township Supervisor, Tina Papineau, and also the Clerk of Dryden Township, Bonnie Rumley.

107-07

Motion by Schneider, supported by Kempf, to go into closed session for the purpose of pending litigation/attorney-client privileged communication. Roll Call Vote: Schneider, aye; Clark, aye; Henning, absent; Jarvis, aye; Kempf, aye; Roy, absent; Taylor, aye. 5 ayes, 2 absent. Motion carried. 5:07 p.m.

108-07

Motion by Schneider, supported by Jarvis, to go out of closed session. Motion carried. 5:34 p.m.

109-07

Motion by Clark, supported by Schneider, to approve the minutes of the closed session. Motion carried.

**PUBLIC HEARING**

Chairman Taylor announced that the purpose of the public hearing is to allow for comments regarding the purchase of property adjacent to the General Squier Memorial Park.

Ken Elwert, Parks Department Director, gave an opening statement and a brief summary of the process to be followed for the purchase of this parcel of land. Approximately ten individuals commented on the issue.

**110-07**

Motion by Kempf, supported by Clark, to adopt the following resolution related to the purchase of property adjacent to the General Squier Memorial Park:

**Resolution**

**Whereas**, The citizens of Lapeer County accepted in 1936 a valuable and generous gift of land, know as General Squier Memorial Park and;

**Whereas**, This beautiful and diverse property has become recognized as a State and National Historic Site,

**Whereas**, the Lapeer County Board of Commissioners further expanded development of this park in 1999 through a CMI Recreation Bond Grant Application to respond to the increasing demands for recreational services and quality of life,

**Whereas**, the Lapeer County Board of Commissioners authorized Lapeer County Park's mission to protect the natural resources of Lapeer County and promote the attractiveness of the County,

**Whereas**, pursuit of a connection to the Polly Ann Trail from General Squier Memorial Park is contained in the approved 2007-2011 Lapeer County Parks Master Plan,

**Now, Therefore, Be it resolved**, that this Board of Commissioners of Lapeer County, Michigan, enthusiastically supports the Michigan Natural Resources Trust Fund Grant Application for General Squier Memorial Park Addition and Polly Ann Trail Connection and;

**Be it further resolved**, that this Board of Commissioners will provide \$10,000 towards this project, which will provide the needed minimum match (25%) when combined with donations committed from the Lapeer Polly Ann Trail Friends Group if this acquisition grant is awarded to Lapeer County.

Roll Call Vote: Kempf, aye; Clark, aye; Henning, absent, Jarvis, aye; Roy, absent, Schneider, aye, Taylor, aye. 5 ayes, 2 absent Motion carried.

**JURY BOARD (one six-year term)**

Chairman Taylor announced that he has received a recommendation from the Chief Judge to re-appoint Tom Valentine to serve on the Jury Board.

**111-07**

Motion by Clark, supported by Kempf, to re-appoint Tom Valentine to serve on the Jury Board for a six-year term ending April 30, 2013 Motion carried.

112-07

Motion by Jarvis, supported by Clark, to approve the Parks Department seasonal summer wage structure, at no cost to the County General Fund. Motion carried.

113-07

Motion by Jarvis, supported by Clark, to authorize the Health Department to purchase the 19 requested DVD's for the Alcohol Information and Counseling Center (AICC) educational and treatment programs, at a total cost not to exceed \$1,900.00, at no cost to the County General Fund. Motion carried.

114-07

Motion by Jarvis, supported by Clark, to authorize Emergency Management to purchase a one year service contract from Globastar for Satellite services within the Emergency Operations Center, in the amount of \$359.88, at no cost to the County General Fund. Motion carried.

115-07

Motion by Jarvis, supported by Clark, to authorize Emergency Management to purchase a new print head for the Eltron Identification Printer, in the amount of \$599.00, to be paid from the Capital Budget or Contingencies, at the discretion of the County Controller/Administrator. Motion carried.

116-07

Motion by Jarvis, supported by Clark, to authorize Lapeer County Community Corrections to submit a grant application for funding from the Lapeer Community Foundation for 2007, in the amount of \$3,957.03, with a local match of \$3,957.03, to be used for the Garden of New Flavors. Motion carried.

117-07

Motion by Jarvis, supported by Clark, to authorize payment to Howard L. Shifman P.C., in the amount of \$3,300.50, for legal services rendered 02/01/07 – 02/28/07, to be paid from line item 101-210-801.020. Motion carried.

118-07

Motion by Jarvis, supported by Clark, to authorize payment to Johnson, Rosati, LaBarge, Aseltyne & Field, P.C., in reference to invoice #1049486, in the amount of \$3,797.80, and in reference to invoice #1049487, in the amount of \$337.50, for services rendered 02/01/07 – 02/28/07, to be paid from line item 101-210-801.020. Motion carried.

119-07

Motion by Jarvis, supported by Clark, to approve the following budget amendment for the Sheriff's Department Motor Division:

Increase	264-307-675.000 (Contributions)	by	\$2,168.00
Increase	264-307-730.010 (Supplies-other)	by	\$2,168.00

Motion carried

120-07

Motion by Jarvis, supported by Clark, to approve the following budget amendment for the Prosecutor's Office:

Increase	101-229-860.020 (Extradition)	by	\$1,130.00
Decrease	101-990-999.257 (Bud Stab.)	by	\$1,130.00

Motion carried.

121-07

Motion by Jarvis, supported by Clark, to approve the following budget amendment for E-911 Central Dispatch:

Decrease	211-325-942.000 (Vehicle Cost Allocation)	by	\$3,660.00
Increase	211-325-860.000 (Mileage/Pool Car)	by	\$1,500.00
Increase	211-325-933.010 (Repair & Maint/Other)	by	\$2,160.00

Motion carried.

122-07

Motion by Jarvis, supported by Clark, to approve the five page budget amendment as submitted by the Lapeer County Multi-Purpose Collaborative Body (MPCB) Motion carried.

123-07

Motion by Schneider, supported by Kempf, to authorize the Health Department to:

- eliminate the Public Health Supervisor position (#262) and two part-time contractual Dietitian positions (#s 332 & 346), and
- add one regular part-time Dietitian position and one regular part-time Public Health Clinic Coordinator position to the Health Department Organizational Chart, at no additional cost to the county general fund.

Motion carried.

124-07

Motion by Schneider, supported by Kempf, that the Board:

- eliminate one full-time Account / Program Clerk position (#275), and
- approve the draft Lead Account Clerk / Computer Technician job description and job evaluation analysis, at pay-grade level 6, with changes to be reflected in the Health Department Organizational Chart

Motion carried.

125-07

Motion by Clark, supported by Kempf, to approve the County's Audit Motion for disbursements dated March 30, 2007, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission's Audit Motion for disbursements dated March 29, 2007, based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call Vote: Clark, aye; Henning, absent; Jarvis, aye; Kempf, aye; Roy, absent; Schneider, aye; Taylor, aye 5 ayes, 2 absent. Motion carried.

The Commissioners gave brief reports on upcoming meetings and events.

Commissioner Kempf introduced Bruce Swihart who will be representing District #7 on the Collaborative Planning Commission.

**PUBLIC TIME** Tina Papineau thanked everyone for coming and noted that the Dryden Historical Society created the displays of items related to General Squier

A brief discussion followed regarding the next steps to be taken to address the concerns related to the Polly Ann Trail.

126-07

Motion by Schneider, supported by Jarvis, to adjourn the meeting. 6:36 p.m.

David Taylor, Chairman  
Board of Commissioners



Marlene M. Bruns, County Clerk  
Clerk of the Board

# COUNTY TRAVEL EXPENSE VOUCHER

LEAVE BLANK

VOUCHER NO \_\_\_\_\_

WARRANT NO \_\_\_\_\_

WARRANT DATE \_\_\_\_\_

→ Linda M. Jarvis  
 COUNTY DEPARTMENT OR INSTITUTION  
 #6  
 NAME OF EMPLOYEE  
 Laporte Twp  
 HOME ADDRESS (CITY)

DATE SUBMITTED April 2 2007  
 PERIOD COVERED:  
 FROM 3-1-07 TO 3-31-07

ACCOUNT NO \_\_\_\_\_

IN PREPARATION OF THIS VOUCHER USE TYPEWRITER OR PRINT PLAINLY

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY OWNED AUTOMOBILE		RAILROAD PULLMAN, STREET CAR CAB OR BUS FARES	HOTEL OR ROOM	MEALS	OTHER EXPENSES	DAILY TOTAL
		MILES	AMOUNT	GAS AND OIL	OTHER EXPENSE					
1-1	FULL BOC									
2-	Meeting w/ Director of Health	9				Rich Bldg				
5	Seniors Program	9								
7	Courthouse Restoration					Annex				
23	COU BOC									
12	Laporte Twp Board									
12	Road Commission joint meetg	22								
12	VAAA - Leg.	30				FLINT				
15	FULL BOC									
21	MAC 7th					Lape		10.00		
21	HDC					Lape				
27	Tuscarora Co 911					Lape				
21	COU BOC									
33	VAAA BOARD	50				FLINT				
29	FULL BOARD GENERAL SERVICES	27								
SUMMARY TOTALS		244	98.52					10.00		

TOTAL AMOUNT OF VOUCHER 108.82  
*abc*

I HEREBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS; THAT THE AMOUNTS ARE CORRECT; AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.

NATURE OF OFFICIAL BUSINESS \_\_\_\_\_

SIGNED Linda M. Jarvis  
 APPROVED \_\_\_\_\_  
 HEAD OF UNIT OR AUTHORIZED AGENT

EXTENSIONS AND ADDITIONS CHECKED \_\_\_\_\_

MILEAGE CHECKED \_\_\_\_\_

EXPENDITURE CHECKED \_\_\_\_\_

NOTE: SEE REVERSE SIDE FOR INSTRUCTIONS

**MAC 7<sup>TH</sup> District Meeting  
Receipt for Meeting Fees**

Date: March 21, 2007

Amount Paid: \$10.00

To: Linda Jarvis

By: *Renee McLane, Administrative Assistant*  
Tuscola County Board of Commissioners

# COUNTY EXPENSES REIMBURSEMENT REQUEST FORM

Admin

COUNTY DEPARTMENT

David Taylor

NAME OF EMPLOYEE

B O C

TITLE OR POSITION

4/5/2007

DATE SUBMITTED

FROM: 1- March TO: 31-Mar

PERIOD COVERED

ACCOUNT NUMBER

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		CAB, BUS OR PARKING	LODGING	MEALS	OTHER	DAILY TOTALS
		MILES	AMOUNT	GAS	OTHER					
1	Full Board	20	0							
7	LCMPCB	22	22							
8	cow	20	0							
9	Mich Works	Na	Na							
12	Elba TWP.	20	20							
12	Meet Lap Co Road Comm	22	22							
12	Metamora Twp	4	0							
13	Meet Public Safty @ Admin	20	0							
13	Hadley Twp	12	12							
15	Full Board	20	0							
19	Property closing	20	0							
19	C M H	Na	Na							
21	Mac 7 <sup>th</sup> - Caro mi	85	85						10	
21	LCCD	20	20							
22	C O W	20	0							
28	VAAA	55	55							
26	Board of Health	22	22							
26	Mac Lansing	170	170							
29	Full Board Squire Park	28	28							
29	C M H F B	Na	Na							
		580	456							
	SUMMARY TOTAL		184.68						10	

TOTAL AMOUNT OF VOUCHER 194.68  
*dsc*

I hereby certify that all items of expenses included in the statement were incurred in the discharge of authorized official Lapeer County business: That amounts are correct; and that they represent proper charges against the county

SIGNATURE OF OFFICIAL BUSINESS: \_\_\_\_\_  
D.T.

SIGNED BY: *David Taylor*

APPROVED BY: \_\_\_\_\_ Department Head or authorized representative

	YES	NO
All receipts are attached:	<input checked="" type="checkbox"/>	
Extensions checked:		
Additions checked:		
Mileage checked:		
Expenses verified:		

**MAC 7<sup>TH</sup> District Meeting  
Receipt for Meeting Fees**

Date: March 21, 2007

Amount Paid: \$10.00

To: Dave Taylor

By: *Renee McLane, Administrative Assistant*  
Tuscola County Board of Commissioners

## COUNTY EXPENSES REIMBURSEMENT REQUEST FORM

Legislative - BOC  
COUNTY DEPARTMENT

3/29/07  
DATE SUBMITTED

Lenny Schneider  
NAME OF EMPLOYEE

FROM: 2/5/07 TO: 3/29/07  
PERIOD COVERED

County Commissioner, Dist. 4  
TITLE OR POSITION

ACCOUNT NUMBER

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		CAB, BUS OR PARKING	LODGING	MEALS	OTHER	DAILY TOTALS	
		MILES	AMOUNT	GAS	OTHER						
5	City Commission	5									
8	Madison Correction Center	12									
12-13	MAC - Lansing (Car Pool w/Chairman)	0									
19	City Commission	5									
20	MTA/Road Commis - Dryden	30									
5	City Comm 35 - Lapeer	5									
6	L.I.D.F. Mtg. - Lapeer	5									
12	Lapeer Twp Board Meet	6									
12	BOC @ Road Commis	8									
12	Mayfield Twp Board Meet	8									
13	LBC Board Meet	6									
19	Public Safety Meet	0									
21	MAC? (Physio/Car Pool)	5							(MAC fees) \$10.00		
22	Ec. Club Meet (Car Pool)	0									
26	MAC (Lansing/Car Pool)	5									
27	TACCAB Meeting -	5									
29	BOC - Dryden	38									
SUMMARY TOTAL		143	57.91						\$10.00		

TOTAL AMOUNT OF VOUCHER

67.91

I hereby certify that all items of expenses included in the statement were incurred in the discharge of authorized official Lapeer County business. That amounts are correct; and that they represent proper charges against the county

NATURE OF OFFICAL BUSINESS: Meetings, Conferences etc. necessary to effectively perform duties.

SIGNED BY: [Signature]

APPROVED BY: \_\_\_\_\_  
Department Head or authorized representative

	YES	NO
All receipts are attached:		
Extensions checked:		
Additions checked:		
Mileage checked:		
Expenses verified:		

**MAC 7<sup>TH</sup> District Meeting  
Receipt for Meeting Fees**

Date: March 21, 2007

Amount Paid: \$10.00

To: Lenny Schneider

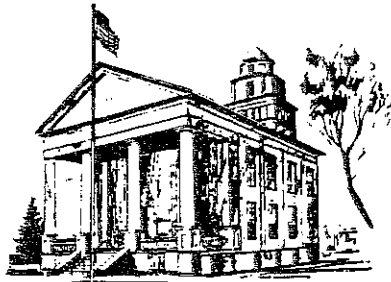
By: *Renee McLane, Administrative Assistant*  
Tuscola County Board of Commissioners



NAME	Board	Representative Title	Expire Date
<b>2006</b>			
Vacant	Veterans Affairs Committee	WWII	2006 December 31, 2006
Vacant	Veterans Affairs Committee	Persian War	2009 December 31, 2009

A

B



Lapeer County, Michigan

**RESOLUTION**

- WHEREAS,** the County of Lapeer has established a 911 service plan for the purposes of providing enhanced 9-1-1 and consolidated public safety dispatch services for the citizens of Lapeer County; and,
- WHEREAS,** Lapeer County Central Dispatch has been designated as the Public Safety Answering Point for all public safety response in Lapeer County for those emergencies that require police, fire or emergency medical services; and,
- WHEREAS,** the telecommunications of Lapeer County Central Dispatch answer those calls for assistance and serve as the first and most critical contact our citizens have with emergency services; and,
- WHEREAS,** the safety of police officers, firefighters and emergency medical service providers that serve our citizens are dependent on the quality and accuracy of information obtained from citizens who contact Lapeer County Central Dispatch; and,
- WHEREAS,** Lapeer County Central Dispatch Public Safety Telecommunicators provide the single most vital link for our police officers, firefighters, and emergency medical service providers, by monitoring their activities by radio, providing them with information, and ensuring their safety; and
- WHEREAS,** the Public Safety Telecommunicators of Lapeer County Central Dispatch have assisted in the saving of many lives, the apprehension of criminals, and prevention of considerable property loss each year; and,
- WHEREAS,** each member of Lapeer County Central Dispatch has exhibited compassion, understanding and professionalism during the performance as a Public Safety Telecommunicator; and,
- WHEREAS,** on October 9, 1991, the Congress of the United States proclaimed the second week in April as "National Public Safety Telecommunications Week."

**NOW, THEREFORE, BE IT RESOLVED,** that the Board of Commissioners hereby proclaims the week of April 8 – 14, 2007 as **PUBLIC SAFETY TELECOMMUNICATORS WEEK** in Lapeer County, in recognition of the men and women whose dedication and professionalism help keep our county and citizens safe.

**BE IT FURTHER RESOLVED,** that the Board of Commissioners urges county residents and public safety responders, to join in honoring the staff of Lapeer County Central Dispatch in recognition for their continued professionalism and dedication to the public safety of Lapeer County.

\_\_\_\_\_  
David Taylor, Chairman

*I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 12<sup>th</sup> day of April, 2007.*

\_\_\_\_\_  
Marlene M. Bruns, County Clerk  
Clerk of the Board

①

**AGREEMENT FOR PROFESSIONAL SERVICES**  
between  
**Justice Benefits, Incorporated**  
and  
**Lapeer County Family Court Juvenile Division, Michigan**

This Agreement is entered into by and between Lapeer County Family Court Juvenile Division, Michigan (hereinafter referred to as the "County") and Justice Benefits, as the general partner of Unificare, LTD, a Texas limited partnership (hereinafter, collectively referred to as "JBI" or "Contractor"), located at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

**WITNESSETH**

**WHEREAS**, many of the services provided by the County are funded directly by local and state funds when, in fact, some of those services are eligible for Federal Financial Participation (hereinafter "FFP"); and

**WHEREAS**, JBI is willing and able to provide professional assistance to explore opportunities for new FFP, to review prospects for expansion of existing FFP, and to secure additional FFP as may be appropriate for the County;

**NOW, THEREFORE**, for and in consideration of these mutual covenants and promises recorded herein, the parties hereto agree as follows.

**ARTICLE I**  
**RESPONSIBILITIES OF JBI**

JBI agrees to perform the following services:

- 1.01 JBI will review the policies and procedures used by the County to identify such additional Federal and other revenue sources, if any, as may be available to the County through participation in new programs or expansion of existing FFP. These efforts may include any of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing or assisting with submittal packages, preparing audit files, assisting the County with submittals, assisting the County should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities.
- 1.02 JBI will continually monitor for new opportunities of funding. Whenever a new federal reimbursement opportunity arises, JBI may notify the County of that opportunity. JBI will strive to identify and optimize all federal reimbursement opportunities for the County; but is not obligated to make the County aware of all possible opportunities and shall have no liability for any omission to identify the same. Upon the County signing an Initiative with JBI for the claiming of federal dollars, then JBI will be entitled to compensation for that Initiative as set forth in Article V of this Agreement.

**ARTICLE II  
RESPONSIBILITIES OF THE COUNTY**

- 2.01 The County agrees to perform the following activities:
- a. Designate a properly authorized County representative to sign each JBI Initiative of which the County approves.
  - b. Designate a contract monitor who shall:
    - i. Be the person responsible for monitoring JBI's performance under the terms and conditions of this Agreement; and
    - ii. Authorize payment for services rendered based upon properly submitted invoices to the County in accordance with Article V of this agreement (i.e. Compensation).
  - c. Provide JBI with copies of or access to documents and databases that are necessary for the successful completion of work required by this Agreement.

**ARTICLE III  
INITIAL TERM AND RENEWAL**

- 3.01 The initial term of this Agreement is four (4) years, commencing with the date of this Agreement (the "Initial or Renewal Term").
- 3.02 Upon conclusion of the Initial Term of this Agreement, this Agreement will automatically be renewed on a year-by-year basis, under the same terms and conditions as set forth herein, unless written notice is given at least thirty (30) days prior to the expiration of this Agreement.

**ARTICLE IV  
CONFIDENTIALITY**

The County and JBI mutually agree that the confidentiality of the information obtained by JBI shall be strictly observed, as permitted by law, in any reporting, auditing, invoicing and evaluation, provided however, that this provision shall be construed as a standard of conduct and not a limitation upon the right to conduct the foregoing activities.

**ARTICLE V  
COMPENSATION**

5.01 The intent of this Agreement is to compensate JBI for new revenues received by the County that are a direct result of JBI's efforts. These efforts may include any or all of the following activities: advising the County of the reimbursement opportunity, preparing or enhancing the claim, preparing of submittal packages, preparing audit files, assisting the County with submittals, assisting the County

should it be audited for claims on which the Company assisted, or other related federal revenue enhancement activities. The parties agree JBI will be compensated for new or enhanced revenue sources that directly result from JBI's activities at the following rate:

- ❖ Twenty-two percent (22%) of all revenue paid to the County (prospectively or retroactively) as described in each of the County signed Initiatives. JBI will be paid its fees for a minimum of four years worth of claims filed prospectively once an Initiative is signed by the County. In addition, JBI will be paid its fees on any retroactive claims filed for that same Initiative.

5.02 Unless otherwise agreed or directed by JBI in writing, the County shall make payment to the order of JBI, at 2010 Valley View Lane, Suite 300, Dallas, Texas 75234.

5.03 Both parties recognize that delays in payment or reimbursement to the County by the Federal government may occur. JBI will be reimbursed within twenty-one (21) days after funds are actually received by the County and an accurate invoice is delivered to the County by JBI, even if those receipts occur beyond the term of this Agreement.

5.04 JBI agrees that in the unlikely event any funds recovered by the County as a result of this Agreement be subsequently disallowed, that the related fees paid to JBI based on such disallowed reimbursements will be credited against future payments to JBI, or be promptly repaid to the County should this agreement be terminated. In any event, the monetary amount of damages and the full extent of JBI's liability to the County, if any, shall be strictly limited to the amount of funds paid to, or owed to, JBI as a result of this Agreement.

5.05 JBI shall have the right to review the County's claims, grant awards, and such books, records, and other documents as may be required to ensure that the payment of JBI's fees is in accordance with this Agreement.

## ARTICLE VI NOTIFICATION

Any notice, specifications, reports, or other written communications from JBI to the County shall be considered delivered when posted by certified mail. Any notice, delivered by certified mail to JBI at the address on the first paragraph of this Agreement shall be considered delivered when posted.

## ARTICLE VII MISCELLANEOUS PROVISIONS

7.01 **Authority.** All necessary approvals for the execution of this Agreement have been obtained and each person executing this agreement on behalf of the County is authorized to execute this Agreement as the binding act of the County.

Some programs require a submission with digital signature from an authorized elected official of the County. Contractor will prepare the claim and then provide step-by-step instructions for the authorized County official to complete the online form.

7.02 **Changes to be in Writing.** This Agreement may be modified to include additional work the County desires to be completed on a fixed or contingent fee basis with the written consent of both parties.

7.03 **Choice of Law, Forum Selection and Alternative Dispute Resolution.** Once records are made available, the claim preparation work will be performed by the Contractor at its headquarters in Dallas County, Texas. This Agreement

shall be governed by the laws of the State of Michigan, and any disputes shall be resolved in said state. The parties prefer informal resolution of any disputes. Prior to filing litigation, the parties shall discuss participating in alternative dispute resolution, including a pre-suit mediation or settlement conference.

7.04 **Counterparts**. This Agreement and the Initiatives that follow may be executed in separate counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.

7.05 **Entire Agreement**. This Agreement and its attachments (including all approved Initiatives), if any, contain the entire Agreement between the Contractor and the County. Any previous proposals, offers, discussions, preliminary understandings and other communications relative to this Agreement, oral or written, are hereby superseded by this Agreement.

7.06 **Force Majeure**. Contractor shall be excused from performance during any delay beyond the time named for the performance of this contract caused by any act of God, war, civil disorder, strike or other cause beyond its reasonable control.

7.07 **Headings**. The headings used herein are for convenience only and shall not limit the construction or interpretation hereof.

7.08 **Inconsistencies**. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

7.09 **Indemnification**. Contractor agrees to indemnify the County, its officers, employees and agents for injury to persons or property, including contractor, its officers, employees or agents, the County, its officers, employees or agents, or other persons where such injury proximately results from an intentional act or omission of the Contractor or its employees.

7.10 **Independent Contractor**. Contractor shall be considered an independent contractor and not an employee of the County. Contractor shall be solely responsible for paying its own staff and the out-of-pocket expenses it incurs in providing services hereunder. Contractor shall also maintain general liability insurance at its own expense, in addition to workers' compensation coverages as may be required by law, and will provide proof of insurance to the County upon twenty (20) days notice.

7.12 **Interest**. In the event a written invoice for services provided under this Agreement remains unpaid for sixty (60) days, the claimant shall be entitled to interest at the highest rate allowed by law.

7.11 **Legal Fees**. In the event a claim for damages is made under this Agreement, the claimant shall be entitled to recover reasonable and necessary attorneys' fees and interest at the highest rate allowed by law, provided that said claim is first presented in writing and remains unpaid for thirty (30) days.

7.13 **Non-Discrimination**. In performing this Agreement, contractor agrees it will not engage in discrimination in employment of persons because of the race, color, sex, national origin or ancestry, or religion of such persons.

7.14 **Prohibition against Assignment**. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto, except as follows: Contractor shall be permitted to assign its right to be paid by the County after completing its work on an Initiative.

7.15 **Rule of Construction**. Each party and its legal counsel have been afforded the opportunity to review and revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments of exhibits hereto.

7.16 **Severability**. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

7.17 **Terminology and Definitions**. All personal pronouns used herein, whether used in the masculine, feminine or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

7.18 **Waiver**. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

IN WITNESS WHEREOF, the undersigned parties are fully authorized by the County and the Company respectively to execute this Agreement as of the date written below, as well as JBI Initiatives as federal reimbursement opportunities arise from time to time.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2007

**AGREED:**

**Lapeer County Family Court  
Juvenile Division, Michigan**

**ACCEPTED BY:**

**UNIFICARE, LTD., a Texas Limited Partnership  
By: Justice Benefits, Inc., a Texas Corporation  
Its: Corporate General Partner**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**Kimberly King**

**Senior Vice President - Business Development  
2010 Valley View Lane, Suite 300  
Dallas, Texas 75234**

**INITIATIVE: Juvenile Probation's Title IV-E Administrative Claims**

**A) Description of JBI's Contribution:**

JBI recognizes that Lapeer County Family Court Juvenile Division, Michigan could file a federal Title IV-E Administrative Claim. This would generate federal reimbursements quarterly for services the Court staffs are already performing. JBI will work with the state to get an IGA in place. Then we will define and document reimbursable activities of Juvenile Probation staff. In the process, JBI will implement a time keeping system, and prepare and submit Enhanced Title IV-E Administrative Claims for the Juvenile Department.

**B) Claims submitted:**

No claims yet submitted by JBI.

**C) Total Increased Reimbursements expected:**

Unknown until cost allocation plan developed and data collected.

**D) Fee Structure:**

JBI will be paid its fees per its contract with the Lapeer County Family Court Juvenile Division, Michigan on all amounts generated from this program.

**E) Agreed, JBI may proceed with this Initiative:**

**Lapeer County**

**Family Court Juvenile Division:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Justice Benefits, Inc.:**

\_\_\_\_\_  
Kimberly King

\_\_\_\_\_  
Date

Senior Vice President- Business Development

**DRAFT MOTIONS FROM THE  
April 5, 2007  
COMMITTEE OF THE WHOLE MEETING**

- 1.** Motion by Kempf, supported by Clark, to recommend to the Full Board, to transfer \$3,820 00 out of contingencies to fund a 2% increase for the Family & Consumer Sciences Position and the 4-H Educator Position, with the other funding is to come from within the MSU Extensions budget; and further, that Administration review the true benefit package of these positions to be sure it is in compliance with the contract. Motion carried
  
- 2.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to authorize the Sheriff's Department to purchase DARE graduation supplies and DARE bowling prizes from Tee's Plus and DARE America; to be paid from line item 266-304-730.010 and 266-304-730 055 as budgeted for 2006-2007. Motion carried.
  
- 3.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following budget amendment as submitted by the Sheriff's Department:

Increase	267-344-821.010 (Enforcement Expense)	by	\$2,000.00
Increase	267-334-657.010 (Court Ordered Forfeitures)	by	\$2,000.00

Motion carried

- 4.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the 2<sup>nd</sup> quarter appropriation for the Health Department:

\$120,342.00 from 101-990-999 221 to 221-990-695 010 (General Fund)  
\$ 11,859 75 from 101-990-999 224 to 224-990-695 010 (Animal Control)

Motion carried

- 5.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the 2<sup>nd</sup> quarter appropriation for the Health Department:

\$18,379.50 from 101-990-999 221 to 221-990-695.013 (Jail Nurse)

Motion carried

## Draft Motions from the Committee of the Whole Continued

- 6.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the 3<sup>rd</sup> quarter appropriations for the Health Department:

\$122,215.16 from 276-990-999 223 to 223-990-695 010 (VAAA Contract)

Motion carried.

- 7.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the Health Department's Liquor Tax appropriation:

\$152,538 00 from 101-990-999 219 to 221-990-695 011

Motion carried.

- 8.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to adopt the amended 2007 Fund 276 budget for the old Department of Senior Activities Programs per 2007 adopted budget moved into Fund 223, as submitted by the Health Department.  
Motion carried

- 9.** Motion by Clark, supported by Jarvis, to recommend to the Full Board, to approve the three page revised budget for Fiscal Year (FY) 2006-2007, as submitted by Lapeer County Community Mental Health. Motion carried.

- 10.** Motion by Clark, supported by Jarvis, to recommend to the Full Board, to approve the following budget amendment as submitted by the Sheriff's Department:

Increase	101-301-656-040 (B D. Rest.)	by	\$15,000 00
Increase	101-301-802 005 (Blood Draws)	by	\$15,000 00

Motion carried

- 11.** Motion by Clark, supported by Jarvis, to recommend to the Full Board, to approve the following budget amendment as submitted by the Department of Buildings and Grounds:

Increase	259-264-664.080 (Rent 274 Cedar)	by	\$7,260.00
Increase	259-264-664.090 (Rent 264 Cedar)	by	\$5,500.00
Increase	259-264-664-095 (Rent 266 Cedar)	by	\$13,500.00
Increase	259-264-730 060 (R & M Supplies)	by	\$5000.00
Increase	259-264-920 000 (Utilities)	by	\$10,000.00
Increase	259-264-930 020 (Care & Maint)	by	\$5,630.00
Increase	259-264-775 100 (R & M Cedar)	by	\$5,630 00

Motion carried.