



MICHIGAN'S OLDEST COURTHOUSE

MARLENE M. BRUNS
LAPEER COUNTY CLERK

County Complex Building
255 Clay Street
Lapeer, Michigan 48446

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A-G-E-N-D-A

LAPEER COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING

May 24, 2007

8:15 A.M.

Cheryl Clark	District #1
Dyle Henning	District #2
Gary Roy	District #3
Lenny Schneider	District #4
Dave Taylor	District #5
Linda M. 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
- ◆ May 10, 2007 Regular Board Meeting

REVIEW OF COMMISSIONER MILEAGE/EXPENSE SHEETS

PUBLIC TIME - Citizens Comments, etc.

CONTINUED-

NEW/OLD BUSINESS:

- A. MSU EXTENSION** - Training Registration/Overnight Travel Request
(referred from the May 17, 2007 Committee of the Whole Meeting)
- B. PROSCUTOR'S OFFICE**
FY 2008 Cooperative Reimbursement Program Contract Application
- C. RESOLUTION** - Rachel Elizabeth Emmons

(Additional items)

- D.**
- E.**
- F.**

DRAFT MOTIONS

- ◆ **Committee of the Whole** (05/17/07) (attached)

AUDIT MOTIONS

- ◆ **County Audit Motion**
For disbursements dated May 25, 2007
- ◆ **Road Commissioner's Audit Motion**
For disbursements dated May 24, 2007

COMMISSIONERS' REPORTS

PUBLIC TIME - Citizens Comments, etc.

CLOSED SESSION - if needed.

RECESS/ADJOURN

**LAPEER COUNTY BOARD OF COMMISSIONERS
REGULAR BOARD MEETING
May 10, 2007
7:30 P.M.**

Chairman Taylor called the meeting to order at 7:40 p.m. at Camp Lael, 2062 Ferns Road, Lapeer, MI 48446. Commissioner Clark opened the meeting with prayer. The Pledge of Allegiance was recited.

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

AGENDA

It was the consensus of the Board to accept the agenda with the addition of approval of the Union Contract for Teamsters Local 214 Community Mental Health Unit and the deletion of a closed session.

The draft minutes from the April 26, 2007 Regular Board Meeting were reviewed.

170-07

Motion by Schneider, supported by Roy, to approve the draft minutes from the April 26, 2007 Regular Board Meeting. Motion carried.

It was noted that the Commissioner Mileage/Expense Sheets are in the packet for review.

171-07

Motion by Clark, supported by Jarvis, to amend motion 158-07 from the April 19, 2007 Regular Board Minutes to modify the State Grant Revenue Line (209-698-542.000) from a \$20,000.00 decrease to a \$20,000.00 increase. Motion carried.

Ray Davis, County Surveyor, gave a presentation on the history of how Lapeer County was surveyed.

172-07

Motion by Clark, supported by Roy, to accept the 2007 Survey and Remonumentation Grant (BCCFS 07-44); and further, to authorize the County Financial Officer (Grant Administrator) to sign the agreement and submit the start-up payment request. Also, that the four contracts related to this Grant be referred to the May 10, 2007 Regular Board Meeting Agenda. Motion carried.

173-07

Motion by Clark, supported by Roy, to approve the Remonumentation Survey agreements with R.A. Duthler Land Surveyor, Rowe Incorporated, Kennedy Surveying, and Davis Land Surveying; and further, to authorize the Lapeer County Grant Administrator (Financial Officer) to sign said contracts. Motion carried.

174-07

Motion by Clark, supported by Schneider, to adopt the following resolution for Mark Steven Stefani:

RESOLUTION

WHEREAS, Mark Steven Stefani, a member of Boy Scout Troop 217 in Hadley, has received the highest rank in the Boy Scouts of America by being awarded the Eagle Scout Award after earning 21 merit badges; and,

WHEREAS, Mark Steven Stefani has held many leadership positions within the troop, and went beyond the requirements and obtained 39 additional merit badges, which will earn him three bronze, two gold, and two silver eagle palms; and,

WHEREAS, Mark Steven Stefani diligently worked on constructing two outdoor lecture areas with benches, a podium, and bulletin boards, and rebuilt the large bulletin board at the entrance of the Sutherland Nature Preserve as his Eagle project; and,

WHEREAS, Mark Steven Stefani is a junior at Lapeer East High School, Class of 2008, and plans to attend Annapolis Navel Academy after graduation; and,

WHEREAS, Mark Steven Stefani will be honored at a special Eagle Court of Honor on Sunday, May 20, 2007 at 2:00 p.m. being held at the Hadley Township Hall.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Lapeer County, Michigan, desires to honor and acknowledge the efforts that **Mark Steven Stefani** has put forth in receiving his Eagle Scout Award and wishes him continued success in his future.

Roll Call Vote: Clark, aye; Roy, aye; Schneider, aye; Henning, aye; Jarvis, aye; Kempf, absent, Taylor, aye. 6 ayes, 1 absent. Motion carried.

175-07

Motion by Clark, supported by Jarvis, to approve the Agreement for contract years 2007-2009 with the Teamsters Local 214, Community Mental Health Unit. Motion carried.

176-07

Motion by Clark, supported by Schneider, to approve the seven page budget amendment for the Parks Department Fund 208. Motion carried.

177-07

Motion by Clark, supported by Schneider, to approve the following transfer for the Multi-Purpose Collaborative Body (MPCB):

\$6,500.00 from line item 101-990-999.299 into line item 299-990-645.010

And, the following transfer for the Family Focus Mentors Program:

\$13,290.00 from line item 101-990-999.299 to line item 299-990-645.010

Motion carried.

VETERANS AFFAIRS COMMITTEE – four-year term

At the May 3, 2007 Committee of the Whole Meeting, Commissioner Clark nominated Alex Lengemann to serve on the Veterans Affairs Committee.

178-07

Motion by Clark, supported by Schneider, that nominations be closed, the rules set aside and a unanimous ballot be cast for Alex Lengemann to serve on the Veterans Affairs Committee, effective immediately for the remainder of 2007, and then for a four-year term ending December 31, 2012. Motion carried.

179-07

Motion by Clark, supported by Schneider, to authorize payment to Johnson, Rosati, LaBarge, Aseityne & Field, P.C., in reference to invoice #1049721, in the amount of \$3,664.14, for services rendered 03/01/07 – 03/31/07, to be paid from line item 101-210-801.020. Motion carried.

180-07

Motion by Clark, supported by Schneider, pursuant to action taken at the April 26, 2007 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the May 3, 2007 meeting of the Committee of the Whole:

“Motion by Henning, supported by Schneider, to adopt the Conflict of Interest Policy. Motion carried.”

Motion carried.

181-07

Motion by Clark, supported by Jarvis, to approve the following budget amendment as submitted by the Prosecutor’s Office:

Increase 101-229-860.020 (Extradition)	by	\$2,862.00
Decrease 101-100-700.100 (Contingencies)	by	\$2,862.00

Motion carried.

182-07

Motion by Schneider, supported by Henning, to approve the County’s Audit Motion for disbursements dated May 11, 2007, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission’s Audit Motion for disbursements dated May 10, 2007, based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call Vote: Schneider, aye; Roy, aye; Clark, aye; Henning, aye; Jarvis, aye; Kempf, absent; Taylor, aye. 6 ayes, 1 absent. Motion carried.

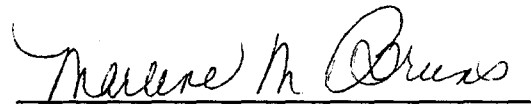
The Commissioners gave brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events.

PUBLIC TIME – No comments were received.

183-07

Motion by Schneider, supported by Clark, to adjourn the meeting. 9:01 p.m.

David Taylor, Chairman
Board of Commissioners



Marlene M. Bruns, County Clerk
Clerk of the Board

A

DATE: May 14, 2007

<input checked="" type="checkbox"/> <hr style="width: 100px; margin: 0;"/> <hr style="width: 100px; margin: 0;"/>	REQUEST FOR ACTION FOR YOUR INFORMATION REQUEST FOR INFORMATION
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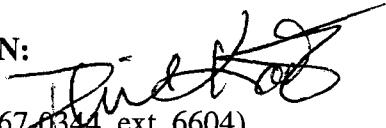
TO: Finance Committee/County Commissioners

FROM: Phil Kaatz

SUMMARY OF REQUEST/INFORMATION:

I am requesting approval for overnight travel.

ADDITIONAL INFORMATION:



Contact Person(s): Phil Kaatz (667-0344, ext. 6604)

Background Information: The Michigan State University Extension Ag Educators Association is hosting the National Conference for Ag Educators from across the country. I have been actively involved in the 4 years of planning for this conference and chair the education committee. The last time Michigan hosted this conference was in 1955. It's a once in a lifetime opportunity. As hosts, we have roles and responsibilities to provide operational management for the conference.

Supporting Documents:

Draft Motion:

I move to approve the Training Registration/Overnight Travel request for Phil Kaatz, MSU Extension.

Attachments: X Yes No

TRAINING/REGISTRATION/OVERNIGHT TRAVEL

Employee Name: Phil Kaatz Title: County director
 Department: MSU EXTENSION Date Submitted: 5/14/07
 Name of Event: 2007 NACAA / AM PIC Location: Grand Rapids
 Starting Date: July 13, 2007 Ending Date: July 22, 2007
 Purpose and Benefit of Event: MSU Extension Ag Educators Assoc.
is hosting the national conference for ag educators from across the country.
Professional improvement and education are expected for all
attendees

ESTIMATED COST AND SOURCE OF FUNDING

Registration: \$ <u>215⁰⁰</u>	County Funding Source <u>2007 Budget</u>
Lodging: \$ <u>500⁰⁰</u>	Federal/State Funding Source _____
Meals: \$ _____	Other Funding Source _____
Mileage: \$ <u>150⁰⁰</u>	Budgeted Account # <u>101 - 731-956.000</u>
Other: \$ _____	
Total: \$ <u>865⁰⁰</u>	

TRAINING/TRAVEL TYPE

Is Training Required for Certification Yes No # From Agency Attending 1
 Will Attendee be out of County Overnight Yes No Sharing Room With yes
 Was Training Included in Budget Request Yes No County Vehicle Required Yes No

NOTE: All requests for Training/Travel will be required to be submitted at least fifteen (15) days prior to event

Employees Signature: Phil Kaatz Department Head: Phil Kaatz
 Controller/Administrator: _____ Finance Committee Review Date: _____
 Approved _____ Returned for additional Info. _____ Not Approved _____
 Date of Final Approval: _____ Date entered into system: _____

B

LAPEER COUNTY
"GRANT" REQUEST FOR ACTION

DATE: 8-22-2006

RECEIVED

X REQUEST FOR ACTION -Grant Application

AUG 22 2006

REQUEST FOR ACTION -Grant Acceptance

LAPEER COUNTY
ADMINISTRATION OFFICE

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Prosecutor

SUMMARY OF REQUEST/INFORMATION: APPROVAL OF 2007 Cooperative Reimbursement Contract for Lapeer County Prosecutor's Office (Title IV-D)

ADDITIONAL INFORMATION:

YES NO

CFDA # 93.563

Is there a Continuation Requirement?

X

% FEDERAL 661

Is there an Interest Earned Requirement?

X

% STATE _____

Can Interest be charged to the Grant?

X

LOCAL MATCH Cash: _____
In-Kind: _____

Is Cost Allocation Allowable?
(If not Explain Why)

X

IS THIS GRANT A RENEWAL X

IF A RENEWAL, HOW MANY YEARS

Revenue Account Line #: 101 - 229 - 542 - 000

At the end of the Grant do you
propose to continue this function?
(If so, explain how it will be financed)

EXPLANATIONS:

CONTACT PERSON(S): _____

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTATION: Attached copy of 2007 CRP Contract

DRAFT MOTION: X The Lapeer County Prosecutor requests Board Approval and signature of the Board of Commissioners Chairman for the 2007 Title IV-D Cooperative Reimbursement Contract between Lapeer County Prosecuting Attorney Domestic Relations Dept. and Mi DHS

ATTACHMENTS Yes ✓ No _____

Contract No: CSPA-07-44002
County: Lapeer
Net Budget Amount: \$111,083.00
Total Contract Amount: \$74,142.00
Method of Payment: Actual Cost

AGREEMENT
between

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

The County of Lapeer (hereinafter
referred to as "Contractor")
255 Clay Street
Lapeer, MI 48446

This Agreement, effective October 1, 2006 through September 30, 2007, is by and between the **Department of Human Services**, (referred to as "DHS"), the County of Lapeer, a public organization, and the **Prosecuting Attorney** (together, referred to as "Contractor").

I. **CONTRACTOR DUTIES AND RESPONSIBILITIES**

Contractor shall comply with all requirements of Title IV-D of the Social Security Act, and shall implement all applicable Federal regulations and requirements, statutes, court rules, and DHS policies and procedures that relate to obtaining child support court orders and establishing paternity. Contractor will use the automated Michigan Child Support Enforcement System, the Prosecuting Attorney Handbook, the Prosecuting Attorney Letters, the Office of Child Support (OCS) IV-D Combined Manual and the Michigan IV-D Action Transmittals (referred to as "Title IV-D Standards").

A. **Services**

The Contractor shall:

1. Make IV-D services available to all eligible persons.
2. Make all reasonable efforts to establish paternity and secure orders as needed for the establishment of court ordered child support for children born in or out of wedlock, as provided by law.
3. Initiate locating action when necessary.
4. Allow DHS, and its identified agents, access to all IV-D case records for the purpose of annual Title IV-D Self-Assessment case readings, including but not limited to:

- a. Central system case records;
- b. Paper case records; and
- c. MiCSES and PAAM IV-D electronic case records.

B. Reports

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

1. **Form:** DHS-286 - Title IV-D Cooperative Reimbursement Expenditure Report including appropriate time documentation.
Cycle: Due by the thirtieth (30) day after month of service
To: OCS Contract Manager
Department of Human Services
Office of Child Support

2. **Form:** DHS-192, Title IV-D Reinvestment of Incentives Quarterly Report
Cycle: Due by the thirtieth (30) day of the first month following the end of the quarter
To: OCS Contract Manager
Department of Human Services
Office of Child Support

C. Client Grievance System

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

D. Statewide Automated System

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

E. Billing Method

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

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

F. Billing Procedure

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

G. Reinvestment of Incentive Payments to Contractor

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

H. Bonding of Employees

Contractor agrees to assure that every person who, as a regular part of his or her employment, receives, disburses, handles, or has access to support collections shall be covered by a bond or insurance, or be self-insured in an amount sufficient to protect against loss resulting from employee dishonesty.

I. Sub-recipient Relationship

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

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

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

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

DHS may change the CFDA number and will implement any changes made by the Federal Government to the CFDA# and/or FFP rate during the course of this Agreement. CFDA numbers and FFP rates for this Agreement shall be posted quarterly on the DHS web site. The Contractor is required to check the web site to obtain up to date information regarding the CFDA numbers.

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

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

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

Reporting Requirements

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

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

Reporting Package includes:

- a. Financial statements and schedule of expenditures of Federal awards
- b. Summary schedule of prior audit findings
- c. Auditor's report(s)
- d. Corrective Action Plan if applicable

Audit Transmittal Letter

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

1. Contractor's name as reported in the DHS contract(s)

2. Contractor's Federal Identification Number(s) as reported in the DHS contract(s)
3. Contractor's fiscal year end
4. Identify other name(s) and other Federal Identification Number(s) used by the Contractor

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

Mailing address for all information:

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

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

Audit Cost

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

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

Sanctions

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

Fiscal Requirements

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

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

II. DHS DUTIES AND RESPONSIBILITIES

A. Program Administration

DHS, as a recipient of Federal Financial Assistance, shall administer the Title IV-D program in Michigan, and shall maintain the approved Title IV-D State Plan consistent with Federal requirements. DHS shall distribute program regulations, forms and instructions to Contractor through the IV-D Program Prosecuting Attorney Handbook, the Prosecuting Attorney Letter Series, the OCS IV-D Combined Manual and the Michigan IV-D Action Transmittals.

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

B. Payment

1. DHS shall complete its processing of payments to Contractor within thirty (30) calendar days after receipt of Contractor's monthly DHS-286, "Title IV-D Cooperative Reimbursement Expenditure Report," detailing program related expenditures. Payments shall be made in accordance with the budget attached to and made part of this Agreement. For DHS-286 Expenditure Reports submitted after the due date, processing and payment may be delayed to the next available cycle.

2. Further, DHS reserves the right to defer or disallow payment of any claim submitted by Contractor for failure to document and provide any required paper or electronic records, statistics, or reports, to DHS as required by this Agreement or as are required by applicable State statutes or Federal regulations, provided that such requests are within the capacity of the Contractor to obtain. DHS must provide Contractor with thirty (30) days notice of such an action as well as Contractor's right to appeal that decision.

C. Program Compliance Monitoring and Evaluation

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

D. Administrative Lien and Levy of Financial Assets

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

E. State Funding Supplement

1. DHS shall provide a State Funding Supplement to Contractor to offset a portion of Contractor's actual net share of costs covered by this Agreement as submitted on DHS-286 Cooperative Reimbursement Expenditure Reports. The amount of the State Funding Supplement allocation, as defined by terms of this Agreement, is EIGHT HUNDRED TWENTY SEVEN AND NO/100 DOLLARS (\$827.00). The amount of Contractor's net share of Title IV-D expenditures covered by this Agreement cannot be less than the amount of this State Funding Supplement allocation.

2. DHS shall process the State Funding Supplement to Contractor within thirty (30) days after receipt and approval of DHS-286 Expenditure Reports for the first three (3) months of this Agreement.
3. These funding supplements shall be subject to conditions specified in § III (E) of this Agreement, General Provisions, Examination and Maintenance of Records.

F. Incentive Payments to Contractor

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

G. Maximum Amount of Agreement

1. The cumulative total maximum amount DHS agrees to pay Contractor for services performed during this fiscal period of October 1, 2006 through September 30, 2007 as defined by the terms of the Agreement is SEVENTY FOUR THOUSAND ONE HUNDRED FORTY TWO AND NO/100 DOLLARS (74,142.00), as follows:
 - a. The State Share/FFP (66%) of actual net Title IV-D expenditures during the life of this Agreement up to the maximum of the Title IV-D Program Net Budget, a copy of which is attached and made a part of this Agreement: \$73,315.00.
 - b. State Funding Supplement: \$827.00.
2. If review of Contractor's financial records indicates costs are projected to exceed the current budget, the Contractor is required to submit an Amendment request. The due-date or submission of this request is ninety (90) days prior to the end-date of the contract. DHS shall provide an initial response to budget amendments within thirty (30) days of receipt.

III. GENERAL PROVISIONS

A. DHS' Source of Funds-Termination

The DHS' payment of federal or state funds for purposes of this Agreement is subject to and conditioned upon the availability of those funds for such purposes. No commitment is made by the DHS to continue or expand activities covered by this Agreement. DHS may terminate this Agreement immediately upon written notice to the Contractor at any time prior to the completion of this Agreement if, in

the discretion of the DHS, funding becomes unavailable for this service or such funds are restricted.

B. Civil Service Rules and Regulations

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

C. Fees and Other Sources of Funding

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

D. Reporting

The Contractor shall comply with all program and fiscal reporting procedures as are or may hereinafter be established by DHS. The Contractor shall also comply with all reporting procedures established by DHS in completion of progress reports at time intervals and on forms, in formats, and by means specified by DHS. In particular, reports or billing documents denoting event dates shall record month, day and year as specified by DHS. In all electronic filings, four (4) digits shall be used to designate century. Any additional reports deemed necessary by DHS as may be required to comply with Federal and/or State law or regulation shall be made and submitted by the Contractor upon request.

E. Examination and Maintenance of Records

The Contractor shall permit DHS or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor shall retain all books, records or other documents relevant to this Agreement for six (6) years after final payment, at the Contractor's cost. Federal auditors and any persons duly authorized by DHS shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six (6) year period and extends past that period, all documents shall be maintained until the audit is completed. The DHS shall provide findings and recommendations of audits to the Contractor. The DHS shall adjust future payments or final payment if the findings of an audit indicate over or under payment to the Contractor in the period prior to

the audit. If no payments are due and owing the Contractor, the Contractor shall immediately refund all amounts which may be due the DHS. The Contractor shall assure, as a condition of any sale or transfer of ownership of the Contractor agency, that the new purchasers or owner maintains the above-described books, records or other documents for any unexpired portion of the six (6) year period after final payment under this Agreement or the Contractor shall otherwise maintain said records as the DHS may direct. If business operations cease, the Contractor shall maintain records as the DHS may direct. The Contractor shall notify DHS when and if the Contractor operations cease during the six (6) year period after final payments and provide for appropriate storage of records at the Contractor's expense.

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

F. Compliance with Civil Rights, Other Laws

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to 1976 Public Act 453, Section 209. The Contractor shall also comply with the provisions of the Michigan Persons with Disabilities Civil Rights Act, 1976 Public Act 453, No. 220, as amended (M.C.L. Section 37.1101 et. seq.) and Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, which states that no employee or client or otherwise qualified handicapped individual shall, solely by reason of this handicap, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance. Further, the Contractor shall comply with the Americans with Disabilities Act of 1990 (ADA), P.L. 101-336, 104 Stat. 327, which prohibits discrimination against individuals with disabilities and provides enforcement standards. The Contractor shall comply with all other Federal, State or local laws, regulations and standards, and any amendments thereto, as they may apply to the performance of this Agreement.

G. Publication - Approval and Copyright

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

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

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

H. Confidentiality

The use or disclosure of personally identifying information concerning services, applicants or recipients obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement. In all other cases, disclosure shall be made only as required by Federal and State laws, court orders or subpoenas, or subpoenas by a grand jury.

I. Fixed Assets

DHS reserves the right to obtain or transfer title to all fixed assets, real or personal, included in the approved budget of this Agreement, billed in full or in part to DHS by the Contractor and not fully utilized at the conclusion of the Agreement. Fixed asset cost billed to DHS shall be limited to straight-line determination or use charge pre-approved by DHS and shall be used only for the performance of the Agreement unless another use is authorized in writing by DHS. DHS property shall be used only for the performance of the Agreement unless another use is authorized in writing by DHS and shall promptly be returned or the DHS portion of the residual value refunded to DHS upon expiration of this Agreement, in its original condition, reasonable wear and tear excepted.

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

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

J. Subcontracts

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

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

K. Cancellation of Agreement

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

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

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

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

L. Closeout

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

M. Continuing Responsibilities

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

N. Disputes

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

O. Agreement Inclusiveness/Amendment

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

P. Monitoring Requirements

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

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

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

Q. Certifications Regarding Lobbying

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

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

sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

R. Recoupment of Funding

If the Contractor fails to comply with monitoring requirements as set forth in this Agreement, or fails to submit a revised DHS-286, "Title IV-D Cooperative Reimbursement Actual Expenditure Report" within allotted time frames established by DHS in consultation with the Contractor, DHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Agreement that DHS has determined that the Contractor has been overpaid.

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

If the Contractor fails to: (1) correct noncompliance activities identified by DHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within thirty (30) days, such failure shall constitute grounds to terminate immediately any or all of DHS' agreements with the Contractor. DHS shall also report noncompliance of Contractor to Michigan's Department of Management and Budget. Such a report may result in Contractor's debarment from further Agreements with the State of Michigan.

S. Compliance with Federal and State Requirements

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

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

T. Freedom of Information Act

All information in this Agreement is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

U. Audit Reports the Contain a Going Concern Statement

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

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

Mailing address for all audit information:

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

V. Repayment of Debts and Other Amounts Due DHS

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

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

W. Use of Funds for Sectarian Purposes

In regard to providing service under this Agreement, the Contractor shall not discriminate against an individual on the basis of religion, a religious belief, or refusal to actively participate in a religious practice. No funds provided to the

Contractor to provide services and administer programs under this Agreement shall be expended for sectarian worship, instruction, or proselytization.

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

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

Dated at _____, Michigan Lapeer Prosecuting Attorney

this ____ day of _____, 2006 By: _____
Prosecuting Attorney

Witness: _____

(Print Name)

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

this ____ day of _____, 2006 By: _____
Chairperson, County Board of Commissioners

Witness: _____

(Print Name)

Dated at _____, Michigan Department of Human Services

this ____ day of _____, 2006 By: _____
Director or Designee

Witness: _____

Contract #: CSPA-07-44002

TITLE IV-D COOPERATIVE REIMBURSEMENT PROGRAM APPLICATION and WORKSHEETS

BUDGET SUMMARY PAGE

A. CONTRACT DESCRIPTION

COUNTY: Lapeer

CONTRACT NO.:CS/PA-07-44002

PROVIDER: PA

FISCAL YEAR 2007

COLUMN I	COLUMN II	COLUMN III
	PROPOSED IV-D BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
B. ALLOCATION FACTORS		
1. Total FTE Positions (FOC, PA, COMB)	1.50	16.00
a. Enforcement (FOC &/OR COMB)		
b. Establishment (PA &/OR COMB)	1.50	1.50
2. % of Total FTE's (IV-D Allocation Factor)	9.38	
a. Enforcement (FOC &/OR COMB)		
b. Establishment (PA &/OR COMB)	9.38	
3. Caseload % (FOC & COMB)		
	PROPOSED IV-D BUDGET	PROVIDER'S TOTAL ELIGIBLE BUDGET
C. BUDGET CATEGORIES		
1. Personnel	\$91,557.00	\$137,482.00
2. Data Processing		
3. Other Direct	\$9,211.00	\$130,200.00
4. Central Services	\$7,313.00	\$77,969.00
5. Paternity Testing (PA/COMB Only)	\$3,002.00	\$32,000.00
6. TOTAL BUDGET	\$111,083.00	\$377,651.00
7. Service Fees (FOC & COMB Only)		
8. Judgment Fees (FOC & COMB)		
9. Other Income		
10. NET BUDGET	\$111,083.00	\$377,651.00
11. County Share @ 34%	\$37,768.00	
12. State Share @ 66%	\$73,315.00	
13. TOTAL CONTRACT AMOUNT	\$111,083.00	
14. State Funding Supplement	\$827.00	
15. TOTAL DHS OBLIGATION. (exclude incentives) Add lines 12 & 14	\$74,142.00	



Lapeer County, Michigan

RESOLUTION

WHEREAS, Rachel Elizabeth Emmons, a member of Girl Scout Troop 173 in Deerfield Township, has received the highest rank in the Girl Scouts of America by being awarded the Girl Scout Gold Award; and,

WHEREAS, Rachel Elizabeth Emmons has been a member of the Girl Scouts of America since joining her Daisy Troop while in Kindergarten, and has provided many hours of community service and mentoring as a result of her participation in Girl Scouts, and has earned 26 interest project patches and four Studio B Pins in addition to the Girl Scout Bronze Award and the Girl Scout Silver Award; and,

WHEREAS, Rachel Elizabeth Emmons and the other members of Girl Scout Troop 173 raised nearly \$10,000 through community donations to travel to Girl Scout Camp Iti Kana in Wiggins, Mississippi to assist in hurricane Katrina relief efforts and to fund building repairs in June of 2006, as a Gold Award Service Project; and,

WHEREAS, Rachel Elizabeth Emmons is a sophomore at Lapeer East High School, Class of 2009, a member of the National Junior Honor Society, the Executive Council of Students for School Improvement, both Marching Band and Concert Band, and the Lapeer East Girls Track Team; and,

WHEREAS, Rachel Elizabeth Emmons was honored and received her Gold Award at the Fair Winds Girl Scout Council "All that Glitters" Banquet held on Tuesday, May 8, 2007 at the Stonegate Banquet Centre in Davison, Michigan.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Lapeer County, Michigan, desires to honor and acknowledge the efforts that Rachel Elizabeth Emmons has put forth in receiving her Gold Award and wishes her continued success in the future.

David Taylor, Chairman

Cheryl Clark, Vice-Chairman

Dyle Henning, District #2

Gary Roy, District #3

Lenny Schneider, District #4

Linda Jarvis, District #6

C. Ian Kempf, District #7

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 24th day of May, 2007.

Marlene M. Bruns, County Clerk

Clerk of the Board

**DRAFT MOTIONS FROM THE
May 17, 2007
COMMITTEE OF THE WHOLE MEETING**

1. Motion by Henning, supported by Kempf, to recommend to the Full Board, to approve the 2008 Cooperative Reimbursement Program Application (FOC 08-44001), as submitted by the Friend of the Court, and further; to authorize the Chairman to sign said application. Motion carried.

2. Motion by , supported by , pursuant to action taken at the January 4, 2007 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the May 17, 2007 meeting of the Committee of the Whole:

“Motion by Schneider, supported by Roy, to approve the Agreement for contract years 2007-2009 with the Teamsters Local 214, Friend of the Court Unit. Motion carried.”

Motion carried.

3. Motion by Henning, supported by Kempf, to recommend to the Full Board, to accept the 2007 Emergency Management Performance Grant (EMPG) (CFDA # 97.042), in the amount of \$21,531.00, for the period October 1, 2006 through September 30, 2007, as submitted by Emergency Management; and further; to authorize the Chairman to sign said Grant. Motion carried.

4. Motion by Kempf, supported by Roy, to recommend to the Full Board, to accept the grant from the Lapeer County Community Foundation, in the amount of \$3,957.03, to be used by Community Corrections for the Garden of New Flavors project. Motion carried.

5. Motion by Kempf, supported by Roy, to recommend to the Full Board, that based on the recommendation of the Board of Health, to discontinued the Family Planning Services at the Lapeer County Health Department, at the end of the Fiscal/Contract Year (FY) (September 30, 2007). Motion carried.

6. Motion by Kempf, supported by Roy, to recommend to the Full Board, to approve the submission of the HealthPlus Rainmaker Award Grant, in the amount of \$3,000.00, to establish a diabetic education program in Lapeer County, at no cost to the County General Fund. Motion carried.

Draft Motions from the Committee of the Whole Continued

- 7.** Motion by Kempf, supported by Henning, to recommend to the Full Board, to approve the appropriate \$3,888.00, from line item 101-990-999.287, to the Horticulture Aide Program (287-731-705.000) for Fiscal Year (FY) 2007. Motion carried.

- 8.** Motion by Kempf, supported by Schneider, to recommend to the Full Board, to authorize the purchase of carpeting in the lobby and foyer areas at the Lapeer County Community Mental Health Building by Brough Carpets, at a cost not to exceed \$2,277.84, to be paid from the Lapeer County Community Mental Health Capital Building Fund line item #222-259-730.060. Motion carried.

- 9.** Motion by Kempf, supported by Schneider, to recommend to the Full Board, to authorize the painting of the foyer and office areas at the Lapeer County Community Mental Health Building by Walkers Painting, at a cost not to exceed \$2,665.00, to be paid from the Lapeer County Community Mental Health Capital Building Fund line item #222-259-730.060. Motion carried.

- 10.** Motion by Kempf, supported by Schneider, to recommend to the Full Board, to enter into a one-year service agreement with Verizon, to replace the existing phone service for seven cell phone units at the Sheriff's Department, with the rates based on the Federal Government pricing plan (America's Choice Business Share Plan), at no additional cost to the County and an approximate savings of \$28 per month. Motion carried.

- 11.** Motion by Kempf, supported by Roy, to recommend to the Full Board, to adopt the Facility/Meeting Room Reservation Policy. Motion carried.

- 12.** Motion by Schneider, supported by Kempf, to recommend to the Full Board, to increase the mileage reimbursement rate by six cents (46.5 cents per mile), for the period of June 1, 2007 through August 31, 2007, at which time the rate will return to 40.5 cents per mile (per motion #282-05); and further to authorize the County Controller/Administrator to make appropriate budget adjustments from contingencies as needed. Motion carried.

- 13.** Motion by Schneider, supported by Kempf, to recommend to the Full Board, to approve the following budget amendment as submitted by the Prosecutor's Office:

Increase	101-229-860.020 (Extradition)	by	\$2,459.00
Decrease	101-100-700.100 (Contingency)	by	\$2,459.00

Motion carried.

Draft Motions from the Committee of the Whole Continued

14. Motion by Kempf, supported by Schneider, to recommend to the Full Board, to approve the transfer of \$99,245.00, representing the second of three installments toward the annual allocation of \$297,735.00, from Community Mental Health line item 101-990-999.222 (Appropriations) to Community Mental Health line item 222-990-695.010 (Expenditures). Motion carried.

15. Motion by , supported by , pursuant to action taken at the March 25, 1999 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the May 17, 2007 meeting of the Committee of the Whole:

“Motion by Henning, supported by Kempf, to adopt the following resolution:

RESOLUTION

WHEREAS, Frederick James Wurster, a member of Boy Scout Troop 144 in Lapeer, has received the highest rank in the Boy Scouts of America by being awarded the Eagle Scout Award after earning 22 merit badges; and,

WHEREAS, Frederick James Wurster has held leadership positions within his troop, and was selected Senior Patrol Leader for the 2005 Flint area troop which attended the National Jamboree in Washington, D.C. and backpacked for two weeks at the Philmont Camp in New Mexico; and,

WHEREAS, Frederick James Wurster served as a member of the Governor’s Honor Guard for four years on Mackinaw Island, including one year as Assistant Senior Patrol Leader; and,

WHEREAS, Frederick James Wurster organized a program to explain the dangers of smoking to Bishop Kelly and St. Paul Lutheran students and enlisted fellow high school students to help with the presentation; and,

WHEREAS, Frederick James Wurster, son of Fred and Suzanne Wurster of Lapeer, is a junior at Lapeer East High School, Class of 2008, and plans to attend Michigan State University after graduation to study business administration; and,

WHEREAS, Frederick James Wurster will be honored at a special Eagle Court of Honor on Saturday, May 19, 2007 at 4:00 p.m. being held at Lenny Miller’s Restaurant in Dryden.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Lapeer County, Michigan, desires to honor and acknowledge the efforts that Frederick James Wurster has put forth in receiving his Eagle Scout Award and wishes him continued success in the future.

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

Motion carried.