

MICHIGAN'S OLDEST COURTHOUSE

Lapeer County Board of Commissioners

255 Clay Street
Lapeer, Michigan 48446

phone 810 area code
667-0366
667-0369 FAX
www.county.lapeer.org

COMMITTEE OF THE WHOLE AND PUBLIC HEARING

****COMMISSION CHAMBERS****

NOVEMBER 13, 2008

8:30 A.M.

A-G-E-N-D-A

****Attendance Roll Call; Opening Prayer; and Pledge of Allegiance****

- 1) CONSIDERATION OF **MINUTES** OF THE **OCTOBER 30, 2008** COMMITTEE OF THE WHOLE MEETING
and
REVIEW OF **OVERNIGHT TRAVEL REQUESTS** AND **BUDGET AMENDMENTS** (*distributed and reviewed throughout the meeting*)
- 2) **PUBLIC TIME** – Citizens Comments, etc.
- 3) **HEALTH DEPARTMENT** –
 - A. REQUEST TO APPROVE THE AMENDMENT TO THE FY 2007/2008 VAAA CONTRACT FOR CONGREGATE AND HOME DELIVERED MEALS
 - B. REQUEST TO APPROVE THE 2008 CONTRACT WITH ST. CLAIR COUNTY CMH AUTHORITY FOR SUBSTANCE ABUSE SERVICES
- 4) **SHERIFF'S DEPARTMENT** –
 - A. REQUEST TO ENTER INTO AGREEMENT WITH RDK COLLECTION SERVICES FOR UNPAID INMATE ACCOUNTS
 - B. REQUEST TO RENEW THE AGREEMENT WITH IDENTIX FOR THE LIVE SCAN UNIT
- 5) **COMMUNITY COLLABORATIVE** – REQUEST TO ACCEPT THE GRANT FROM DHS FOR THE STRONG FAMILIES/SAFE CHILDREN INITIATIVE

Continued--

- 6) **BUILDING & GROUNDS** – RECOMMENDATION ON PROPOSED SHERIFF'S DEPARTMENT POLE BARN EXPANSION TO BE PRESENTED AT THE MEETING
(referred by consensus from the 11-6-08 Properties Committee Meeting)

- 7) **MSUE EXTENSION** – MARIE RUEMENAPP, SE REGIONAL DIRECTOR

- 8) **ADMINISTRATION/FINANCE-**
 - A. REQUEST TO AUTHORIZE PAYMENT TO ATTORNEY HOWARD SHIFMAN
 - B. PROPOSED PROPERTIES COMMITTEE MOTIONS
 - C. REVIEW & DISCUSSION ON PER DIEM RATES POLICY
 - D. DISCUSSION ON DRAFT ROAD COMMISSIONER BENEFITS POLICY

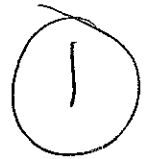
- 9) **OTHER BUSINESS:**
 - A. TREASURER – BANK RFP's *(referred from the 11-6-08 Full Board with authority to act whenever the documents were ready for presentation)*
 - B.
 - C.

- 10) **BUDGET AMENDMENTS / APPROPRIATION TRANSFERS**
(requiring Board approval)
 - A. DEPARTMENT OF HUMAN SERVICES (2009 BUDGET STARTED IN OCT)
 - B.
 - C.

- 11) **PUBLIC TIME** – Citizens Comments, etc.

- 12) **CLOSED SESSION** *(labor negotiations—if needed)*

ADJOURN...



COMMITTEE OF THE WHOLE
October 30, 2008
8:30 a.m.

Chairman Taylor called the meeting to order at 8:30 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Schneider opened the meeting with prayer. The Pledge of Allegiance was recited.

Present: Commissioners Gary Roy, Lenny Schneider, Cheryl A. Clark, Dyle Henning, Linda M. Jarvis*, Ian Kempf, Dave Taylor

Others: John Biscoe, County Controller/Administrator, Craig Horton, Chief Financial Officer, Lynette Stanford, Deputy County Clerk

The draft minutes of the October 16, 2008 Committee of the Whole Meeting were briefly reviewed.

Motion by Schneider, supported by Roy, to approve the draft minutes from the October 16, 2008 Committee of the Whole Meeting. Motion carried.

The "Selected Invoice Summary" and budget amendments were distributed and reviewed by the Commissioners throughout the meeting.

PUBLIC TIME –Bonnie from Deerfield Recycling gave an update regarding the Community Recycling Program, and thanked the Commissioners for their continued support.

Mary Stikeleather, Emergency Management Coordinator requested approval to submit the 2008-2009 Hazardous Materials Emergency Preparedness Planning Grant Application.

Motion by Kempf, supported by Henning, to recommend to the Full Board, to authorize Emergency Management to submit the 2008-2009 Hazardous Materials Emergency Preparedness Planning Grant Application, for the completion of 15 new plans and 5 updates; and further; to authorize the Director to work with the County Controller in regards to the hiring of support staff to compile said plans, and that this position will only be granted until July 1, 2009, or when the \$1,000.00 award has been expended. Motion carried.

Byron J. Kenschuh, Prosecutor, requested authorization to purchase an Elmo Advanced Document Camera.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to authorize the Prosecutor's Office to purchase an Elmo Advanced Document Camera, at a cost of \$659.94, to be paid from line item 267-229-657.010 (Drug Forfeiture Fund). Motion carried.

Motion by Kempf, supported by Roy, to recommend to the Full Board, to authorize Lapeer County Community Mental Health to purchase a Shredder from Corporate Express, in the amount of \$1,944.44, to be paid from line item 222-259-977.000. Motion carried.

Sally W. Eilersen, County Treasurer requested authorization to purchase a replacement folder/insert/sealer.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to authorize the Treasurer's Office to purchase a FPI 2020 folder/insert/sealer from Automated Business Equipment, for the price of \$8,600.00, to be paid from line item 532-253-977.000 (Foreclosure Funds), at no cost to the County General Fund. Motion carried.

Phil Kaatz, County Extension Director, requested approval of personal cell phone compensation.

Motion by Roy, supported by Schneider, to recommend to the Full Board, to approve the reimbursement for 10 months of cell phone usage by Phil Kaatz, at a rate of \$24.00 per month, and to continue this rate until further notice. Motion carried.

Motion by Schneider, supported by Kempf, to recommend to the Full Board, to authorize payment to Johnson, Rosati, LaBarge, Aseltyn & Field, P.C., in reference to invoice #1053208, in the amount of \$4,561.05, for services rendered 09/01/08 – 09/30/08, to be paid from line item 101-210-801.020. Motion carried.

Motion by Schneider, supported by Henning, to recommend to the Full Board, to approve the agreement with Deerfield Disposal Services for the Lapeer Community Recycling Drop-off Program, for the period of January 1, 2009 through December 31, 2009, and to authorize the Chairman to sign said agreement; and further, to authorize the Administration Office to pay the quarterly payments, from line item 227-526-813.000, throughout 2009, as specified in said agreement. Motion carried.

Motion by Kempf, supported by Clark, to recommend to the Full Board, to authorize the Sheriff's Department to return to the original donor, as surplus property, two semi-automatic firearms in the Sheriff's Office inventory (one semi-automatic 9mm caliber serial #4315526 and one semi-automatic 308 caliber serial #41-061472). Motion carried.

Motion by Kempf, supported by Clark, to recommend to the Full Board, to authorize the Sheriff's Department to make available the following surplus weapons to Police Departments within Lapeer County based on a priority basis, with the stipulation that should those departments no longer need the weapons that they must be returned to Lapeer County: Bushmaster – Serial #BF1435748; Colt – Serial #CMH024604; Colt – Serial #ATF3100114; Colt – Serial #SP139741; Smith & Wesson – Serial #A845248; S&W – Serial #TBH6981; S&W – Serial #290443; S&W – Serial #C519485. Motion carried.

Motion by Kempf, supported by Clark, to recommend to the Full Board, to approve the draft Historic Courthouse and Grounds Use Policy, as revised, to eliminate items "N" and "O" and inclusion of new item #5 under "Fees" to reflect a 50% discount to non-profit organizations that are defined in item #3. Motion carried.

Motion by Kempf, supported by Clark, to refer the draft agreement between the County of Lapeer, Lapeer County ISD, and local municipalities for fiber and internet access sharing services to the November 6, 2008 Regular Board Meeting, with revisions to be made by adding a fee schedule, "Return of Capacity" clause, and "loss of funding" clause. Motion carried.

Motion by Henning, supported by Clark, to bring the draft Historic Courthouse and Grounds Use Policy back to the table for discussion. Motion carried.

Motion by Kempf, supported by Roy, to recommend to the Full Board, to approve the draft Historic Courthouse and Grounds Use Policy, as revised, to eliminate the words "or drug use" in item #3 letter B; and also, to eliminate items "N" and "O" and inclusion of new item #5 under "Fees" to reflect a 50% discount to non-profit organizations that are defined in item #3. Motion carried.

Motion by Schneider, supported by Roy, to recommend to the Full Board, to grant consistent with County approved pay increases for year 2009, a 2% rate increase (from \$10.71 per hour to \$10.92 per hour) to the Department of Human Services (DHS) contractual Resource Facilitator position, effective December 27, 2008, at no additional cost to the County General Fund. Motion carried.

Len Watkins, Regional Community Corrections Coordinator requested approval of the Tuscola County Community Corrections Services Agreement.

Motion by Schneider, supported by Roy, to recommend to the Full Board, to approve the Thumb Area Regional Community Corrections Advisory Board Service Agreement for Tuscola County Community Corrections Services, for the period of October 1, 2008 through September 30, 2009, in the amount of \$31,720.00; and further, to authorize the Chairman to sign said agreement. Motion carried.

*Commissioner Jarvis excused 10:10 a.m. – 10:15 a.m.

Motion by Schneider, supported by Roy, to recommend to the Full Board, to approve the Thumb Area Regional Community Corrections Advisory Board service agreement with List Psychological Services PLC, for the period of October 1, 2008 through September 31, 2009; and further, to authorize the Chairman to sign said agreement. Motion carried.

Motion by Clark, supported by Schneider, to recommend to the Full Board, to approve the contract between Thumb Area Regional Community Corrections Advisory Board and the Lapeer County Health Department Alcohol Information and Counseling Center (AICC), for the period of October 1, 2008 through September 30, 2009, in the amount of \$33,600.00 for Substance Abuse and \$52,634.00 for DDJR – Intensive Outpatient Program; and further, to authorize the Chairman to sign said agreement. Motion carried.

Motion by Schneider, supported by Roy, to recommend to the Full Board, to authorize the Buildings and Grounds Department to install the plumbing and control fixtures necessary to allow the Historic Courthouse HVAC to run off the County's existing equipment at the County Complex, for a cost not to exceed \$25,000.00, to be paid from line item 470-740-976.000 (Historic Courthouse Restoration Fund). Motion carried.

PUBLIC TIME –No comments were received.

The Commissioners gave brief reports on upcoming meetings and events.

Motion by Schneider, supported by Clark, to adjourn the meeting. 10:25 a.m.

David Taylor, Chairman
Committee of the Whole

VALLEY AREA AGENCY ON AGING

NOTIFICATION OF CONTRACT AWARD

\$ 265,836

PROJECT IDENTIFICATION NUMBER

LCHD1-08 Round 5

TYPE OF CONTRACT OR ACTION

- New
- Renewal
- Revision/Supplement to contract
- Reinstatement of suspended project
- Reinstatement of terminated project
- Not Applicable

PROJECT YEAR OF THIS CONTRACT

FY2007 – 2009

INCORPORATION STATUS

Public

TAX ID # 38-6005780

FISCAL YEAR FROM WHICH FUNDS AWARDED

FY 2008

APPROVED PROJECT PERIOD

FROM: 10/01/07 TO: 09/30/08

SUBCONTRACTOR

NAME: Lapeer County Health Department
 ADDRESS: 1800 Imlay City Road
 Lapeer MI 48446
 PHONE: (810) 667-0391

SUBGRANTEE

NAME: Valley Area Agency on Aging
 ADDRESS: 225 East Fifth Street
 Flint, MI 48502
 PHONE: (810) 239-7671

SERVICE AREA Genesee County Lapeer County Shiawassee County

CONTRACT SUMMARY

Service Category	Amount	Clients	Units
1 Congregate Meals (includes NSIP)	\$32,441	249	10,229
2 Home Delivered Meals (includes NSIP)	\$233,395	270	88,230
3 Chore Maintenance	\$7,214	157	666
4 Senior Center Staffing	\$10,854	939	1,404

COMPUTATION OF CONTRACT

Services	Congregate Meals	Home Delivered Meals	Chore Maintenance	Senior Center Staffing
VAAA Share	\$27,655	\$168,390	\$7,214	\$10,854
Required Local Match	Cash		1,804	2,714
	In-Kind	\$6,466	\$46,470	
Estimated Program Income	8,035	\$28,750	3,000	
Estimated NSIP	\$4,786	\$65,005		
Total	\$46,942	\$308,615	\$12,018	\$13,568
Other Resources	\$11,829	\$65,410	\$47,052	\$14,003

IN ADDITION TO THE CONDITIONS CONTAINED ON THE FIRST PAGE OF THIS AGREEMENT, THE FOLLOWING CONDITIONS SHALL APPLY TO THIS CONTRACT:

- Unless revised, the amount in "VAAA Share", "COMPUTATION OF CONTRACT," will constitute a ceiling for the Area Agency on Aging participation in the approved cost
- The AAA share of APPROVED COST is earned only when the cost is accrued and the non-federal share of the cost has been contributed. The receipt of AAA funds (either through advance or reimbursement) does not constitute earning of these funds.

3. If the actual cost is less than the amount in "Total," "COMPUTATION OF CONTRACT," the AAA and non-federal shares will be:

AAA Federal/State: 80% Local: 20%

4. Assuming satisfactory progress, adequate justification, and the availability of funds, the AAA share will meet:

\$ 265,836

5. Funds herein awarded will remain available during the length of the project period unless State/Federal funding to AAA is modified

6. Other conditions: _____

ACCEPTANCE SIGNATURES

Subgrantee: Valley Area Agency on Aging

_____	_____	_____
Authorized Signature	VAAA Board Chair Title	Date

_____	_____	_____
Authorized Signature	VAAA Board Treasurer Title	Date

Subcontractor:

_____	_____	_____
Authorized Signature	Title	Date

3B

LAPEER COUNTY HEALTH DEPARTMENT

COMMUNICATION FORM

November 7, 2008

REQUEST FOR ACTION **FOR YOUR INFORMATION**

TO: **Finance/COW**

FROM: **Stephanie Simmons, BSN, MPA** 

Request approval of the fiscal year contract between St. Clair County CMH Authority (PIHP) and Lapeer County Health Department (AICC) for substance abuse services.

Funding has allocated differently this year, with specific funding earmarked for prevention services. Overall, the funding is down slightly. The PIHP has indicated that additional treatment funding may be available mid-fiscal year.

CONTACT PERSON: **Stephanie Simmons**

DRAFT MOTION: I move approval of the 2008 contract between Lapeer County Health Department and the St. Clair County CMH Authority (PIHP) at no additional cost to the County General fund.

SUPPORTING DOCUMENTS **Yes X** **No**

Two original copies of the 2008 contract between Lapeer County Health Department and the St. Clair County CMH Authority

**“IN NETWORK”
SERVICE CONTRACT**

Between the

ST. CLAIR COUNTY CMH AUTHORITY
d/b/a THUMB ALLIANCE PREPAID INPATIENT
HEALTH PLAN (PIHP)

And the

LAPEER COUNTY HEALTH DEPARTMENT
d/b/a ALCOHOL INFORMATION AND COUNSELING CENTER

1800 Imlay City Road, Lapeer, MI 48446

October 1, 2008 – September 30, 2009
(12 Months)

Regarding:

Substance Use Disorder and Prevention Services
(Services to be Provided)

October, 2008
(Date Prepared)

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SERVICE CONTRACT
with
LAPEER COUNTY HEALTH DEPARTMENT
d/b/a ALCOHOL INFORMATION AND COUNSELING CENTER

This contract is between St. Clair County CMH Authority, d/b/a Thumb Alliance Prepaid Inpatient Health Plan, located at 3111 Electric Avenue, Port Huron, MI 48060 (hereinafter referred to as "PIHP") and Lapeer County Health Department, d/b/a Alcohol Information and Counseling Center, located at 1800 Imlay City Road, Lapeer, MI 48446 (hereinafter referred to as "CONTRACTOR"). It is agreed that CONTRACTOR is an independent contractor at all times and for all purposes hereunder. The officers, employees, servants, and agents of CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as officers, employees, servants, or agents of PIHP.

I. GENERAL INFORMATION:

- A. Authority: This contract is entered into under the authority granted by Act 258 of the Public Acts of 1974, as amended (hereinafter referred to as the "Michigan Mental Health Code").
- B. Term: This contract shall be in effect from October 1, 2008 to September 30, 2009 inclusive, unless terminated in accordance with the termination section of this contract
- C. Part of Alliance/Region: By entering into this contract, CONTRACTOR acknowledges membership in the PIHP network provider panel and agrees to maintain positive working relationships with other contractors within the PIHP provider network to best serve the needs of the consumers of the PIHP.

II. SERVICES:

- A. The PIHP will provide timely authorization and documentation of authorization to the CONTRACTOR. For the purposes of this provision, timely means at least meeting the requirements of Code of Federal Regulations (CFR) section 438.210(d)(1)—(14 days).

- B. The CONTRACTOR agrees it has the duty to treat all eligible consumers referred and that all consumers shall be treated in the same manner with respect to availability of service hours and locations.
- C. The CONTRACTOR agrees to provide authorized services to eligible consumers as outlined in the diagnostic and medical necessity standards of Attachment C and to ensure access to services meets standards of Attachment P.3.1.1. of the PHIP contract with the MDCH. All services shall be provided in a manner that conforms to the clinical protocols established by the PIHP. The CONTRACTOR is responsible to provide those services as described in Attachment B (and its sub-sections).
- D. The CONTRACTOR agrees that should either the PIHP or a CONTRACTOR practitioner deny a requested medically necessary service, the CONTRACTOR shall inform the consumer of their right to a second opinion from the PIHP and shall arrange to obtain the opinion from a qualified health professional within the network or shall arrange for a consumer to obtain one outside the network at no cost to the consumer
- E. Services shall be provided as specified in the Individual Treatment Plan (ITP).
- F. The CONTRACTOR agrees to maintain records for seven (7) years (after closing) in accordance with PIHP policy. All records relative to this contract shall be available at any reasonable time (e.g., business hours) for examination or audit by personnel authorized by PIHP or law. The CONTRACTOR further agrees that all case records relative to this contract, whether in the possession of PIHP or the CONTRACTOR are owned by PIHP.
- G. CONTRACTORS are prohibited from utilizing block grant or state funds for the distribution of sterile needles for injection of any illegal drug.
- H. If the health and safety of the consumer are in jeopardy, it is the duty of both parties to cooperate in the immediate resolution of the situation.
- I. Health Care Professionals may not be prohibited from discussing treatment options with the consumer/guardian which may not reflect the preferences of the PIHP (Health Care Professional is defined in CFR Sec. 438.102).
- J. The CONTRACTOR or Health Care Professional employed or contracted by the CONTRACTOR is not prohibited from advocating on behalf of one or more

4A

DATE: 11-5-08

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lt. Duane Engelhardt

SUMMARY OF REQUEST / INFORMATION: Request authorization to enter into an agreement with RDK Collection Services, Inc. This would service the collection accounts for Lapeer County Sheriff's Department past inmates who do not pay their bill and or monies owed to Lapeer County after a peroid of long past due. RDK Collection Services was established in 1992 and specialize in commercial and consumer collections. They come recommeded by several other Sheriff's Departments including Oakland, Livingston, Washtenaw, Lenawee, Berrien and Grand Traverse Counties. By entering into this agreement, it could provide our county more opportunities to recover valuable revenue in an expeditious professional manner.

BACKGROUND INFORMATION: Deputy Gary Kalar has researched this matter and has been in contact with their account executive, Bill Tipton. According to our records, we have not had any contact with our previous collection agency, Midwestern Audit Services, since December 2005. Also, this past contract has long since expired. This contract with RDK Collection Services can be terminated at any time and without prior notice in the event of a breach thereof by either party, or otherwise upon thirty days written notice.

CONTACT PERSON(S): Lt. Engelhardt, Deputy Kalar, Bill Tipton

SUPPORTING DOCUMENTS: See attached

DRAFT MOTION: To authorize the Sheriff's Department to enter into an agreement with RDK Collection Services, Inc. to service the collection accounts for the Lapeer County Sheriff's Department unpaid inmate accounts at no cost to Lapeer County, except for their portion of a contingency fee for any outstanding balance collected.

ATTACHMENTS YES NO

Company Name

Mailing Address

City, State, Zip

Phone Number

Printed Name & Title of Authorized Signer

Authorized Signature

Date

RDK Collection Services, Inc.

Printed Name & Title of Authorized Signer

Authorized Signature

Date

4B

DATE: 11-6-08

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lt. Duane Engelhardt

SUMMARY OF REQUEST / INFORMATION: Request authorization to enter into an agreement with Identix Incorporated for a one year maintenance agreement on the direct submission live scan unit and mug shot photo system in operation at the Lapeer County Sheriff's Department. This renewal maintenance agreement will cost \$5,398.00

BACKGROUND INFORMATION: The current warranty / maintenance agreement expires 11-27-08 and is needed to keep containment on repair costs. This Livescan Unit must remain operational 24 / 7 to comply with current standards of criminal history reporting and mug shot submission with the Michigan Criminal Justice Information Network.

CONTACT PERSON(S): Lt. Duane Engelhardt

SUPPORTING DOCUMENTS:

DRAFT MOTION: To authorize the Sheriff's Department to enter into an agreement with Identix Incorporated for a one year maintenance agreement on the direct submission live scan unit and mug shot photo system at the Lapeer County Sheriff's Department for a cost of \$5,398.00. The funds that will be needed can be paid from line#264-000-385-351.

ATTACHMENTS YES NO



An L-1 Identity Solutions Company

Fax Cover Sheet

To: Duane Engelhardt
Company: Lapeer County Sheriffs Department
Phone: 810-245-1353
Fax: 810-664-5520

From: Debra Blanchard
Company: IDENTIX INCORPORATED
Phone: 616-447-2626
Fax: 616-447-2629
E mail address: dblanchard@L1id.com
Date: September 10, 2008

**Pages including this
cover page: 1 of 7**

Comments:

According to our records your Maintenance with Identix for Fingerprinting Equipment will expire on November 27, 2008. Your coverage is:
Annual 24/7 coverage.

Attached for your review is the Maintenance Agreement Addendum quote that continues your current coverage. Please sign and date the Maintenance Agreement Addendum and return by fax or email along with your purchase order for funding. Once the addendum is returned we will send an invoice.

If you are interested in changing your coverage the following options are available:

Annual Helpdesk Coverage

Annual 9/5 Coverage

Preventative Maintenance Visits (only available with 9/5 or 24/7 coverage) Preventative Maintenance is a scheduled periodic visit between 9:00 am and 5:00 pm Monday – Friday

If you would like to request a quote for different coverage or if you have any questions or concerns please feel free to contact me.

Debra Blanchard
Contracts Administrator

PLEASE VISIT OUR WEB SITE AT
<http://www.L1id.com>
Identix Help Desk # 888-435-7439



Identity Incorporated
 3703 W. Old Skunkcreek Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: K-2724-S
 QUOTE DATE: 28-NOV-08
 VALID UNTIL: 28-FEB-09
 PRICE LIST: S&L LAW ENFORCEMENT

BILL TO: LAPEER COUNTY SHERIFF
 3231 JOHN CONELY DRIVE
 LAPEER, MI 48446
 United States

PAGE: 1 of 2

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
---------------	-------------	---------------	-----	-------

EQUIPMENT LOCATION LAPEER COUNTY SHERIFF- 3231 JOHN CONELY DRIVE LAPEER MI 48446 United States

3000XD-M24	ANNUAL 24/7 MAINTENANCE			
TP-3000XD-ED		557-1	1	\$2,399.00
PRT-DUP-M24	ANNUAL 24/7 MAINTENANCE			
TP-PRT-DUP		557-1	1	\$458.00
HWDX-FOTOSYS-M24	ANNUAL 24/7 MAINTENANCE			
TP-HWOX-FOTOSYS		557-1	1	\$1,448.00
TP-NOREMOTE				

TP-NOREMOTE is a PER DAY Service Charge to offset additional Maintenance Expenses incurred due to the inability of the Identity Help Desk to perform Remote Diagnostic Troubleshooting of the System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means please initial here _____ and provide the requested information below and disregard the TP-NOREMOTE charge.

Dial-In Modem: Access Telephone Number _____
 Secure ID, VPN, Other: Contact Name _____ Telephone Number _____
 Maintenance Agreement Renewal is contingent upon verification of Remote Access Functionality.

TP-3000XD-ED

557-1 1 \$1,095.00

TOTAL: \$5988.00

PLEASE CHECK PREFERRED BILLING:

ANNUAL INVOICE OR QUARTERLY INVOICE OR MONTHLY INVOICE



Identix Incorporated
 5795 W. Old Shoreline Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 933-0898
 FAX (952) 933-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: K-2724-S
 QUOTE DATE: 28-NOV-08
 VALID UNTIL: 28-FEB-09
 PRICE LIST: S&L LAW ENFORCEMENT

COVERAGE

START DATE: 28-NOV-08
 END DATE: 27-NOV-09

BILL TO: LAVERG COUNTY SHERIFF
 3231 JOHN CONELY DRIVE
 LARVER, WI 49446
 United States

COVERAGE TYPE	DESCRIPTION	SERIAL NUMBER	QTY	PRICE
NAME: BLANCHARD, DEBRA TITLE: Contract Administrator PHONE: (816) 447-2828 FAX: (952) 862-9747 EMAIL: dblanchard@t1td.com				
		PO#:		
		BY:		
		NAME:		
		DATE:		
		TITLE:		
		PHONE:		
		FAX:		
		EMAIL:		

UPON RECEIPT OF ACCEPTANCE OF QUOTATION AN INVOICE WILL FOLLOW

IDENTIX INCORPORATED
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Identix® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. *Identix' 24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' Preventive Maintenance Services are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCars Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

**LAPEER COUNTY
"GRANT" REQUEST FOR ACTION**

5

DATE: 10/31/2008

 REQUEST FOR ACTION -Grant Application

X REQUEST FOR ACTION -Grant Acceptance

TO: Lapeer County BOC

FROM: Lapeer County Community Collaborative

SUMMARY OF REQUEST/INFORMATION: To approve the 3year contract (2008-2011) contract between Lapeer County and apeer County Department of Humans Services for coordination of the Strong Families/Safe Children initiative.

ADDITIONAL INFORMATION:		AMOUNT		YES	NO
CFDA #	<u>93.556</u>		Is there a Continuation Requirement?	<u> </u>	<u>x</u>
% FEDERAL	<u>100%</u>	\$8,925 00	Is there an Interest Earned Requirement?	<u> </u>	<u>x</u>
% STATE	<u> </u> %	\$ <u> </u>	Can Interest be charged to the Grant?	<u> </u>	<u>x</u>
LOCAL MATCH			Is Cost Allocation Allowable?	<u>x</u>	<u> </u>
Cash:	<u> </u> %	\$ <u> </u>	(If not Explain Why)		
In-Kind:	<u> </u> %	\$ <u> </u>			
IS THIS GRANT A RENEWAL	<u>Yes</u>		IF A RENEWAL, HOW MANY YEARS	<u>3</u>	
Revenue Account Line #:	<u>299-753-612.090</u>		At the end of the Grant do you propose to continue this function? (If so, explain how it will be financed)	<u>x</u>	<u> </u>

EXPLANATIONS: As long as DHS continues to fund Strong Families Safe Children.

CONTACT PERSON(S): Mike Rixin

BACKGROUND INFORMATION: This contact has been renewed every year since 1995

SUPPORTING DOCUMENTATION:

DRAFT MOTION: To approve the 3year contract (2008-2011) contract between Lapeer County and apeer County Department of Humans Services for coordination of the Strong Families/Safe Children initiative.

ATTACHMENTS Yes X No

Revised. 7/12/06 ch

93,556

RECEIVED
OCRS

SEP 29 2008

Contract No:	SFSC-09-44005
Total Contract Amount	\$8,925.00
1 st Year Amount	\$2,975.00
2 nd Year Amount	\$2,975.00
3 rd Year Amount	\$2,975.00
County	Lapeer
Method of Payment:	Unit Rate

AGREEMENT

between

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

County of Lapeer (hereinafter referred
to as "Contractor")
255 Clay Street, Suite #303
Lapeer, MI 48446

This Agreement is effective from October 1, 2008, through September 30, 2011.

I. **CONTRACTOR RESPONSIBILITIES**

A. **Geographic Area**

The Contractor shall provide services described herein in the following geographic area: Lapeer County.

B. **Location of Facilities**

The Contractor shall provide services herein at the following location(s):

County of Lapeer
255 Clay Street, Suite #303
Lapeer, MI 48446

C. **Credentials**

The Contractor shall assure that appropriately credentialed or trained staff shall perform functions under this Agreement.

D. **Services to be Delivered**

Service #1 of 1: **STRONG FAMILIES/SAFE CHILDREN COORDINATION**

7

TO: Doreen
RE: 11/13/08 COW Agenda Item
DATE: October 24, 2008

Per our earlier conversation, below is an item to be placed at the end of the 11/13/08 COW agenda. This request originated during the Budget Hearings. It is as follows:

Marie Ruemenapp, SE MSU Extension Regional Director

Lenny asked that the attached agreement be included in the agenda packets, but you may want to discuss this with him, in case things change.

**Thanks,
Linda**

LAPEER COUNTY BOARD OF COMMISSIONERS

JUNE 19, 1997

10-20-97
To: Commissioner
From: Phil Kaatz
MSUE

John Biscoe, County Controller/Administrator, gave a Jail Crisis Update and status of inmates being housed in-county and out-of-county.

Mr. Biscoe also gave updates regarding the Jail, E-911, and Third Floor construction projects.

Info previously requested by POOL

365-97

Motion by Taylor, supported by Lauwers, that the Health Department be authorized to hire a contractual Nurse Practitioner at the following salary scale of: Step I, \$25.00 per hour; Step II, \$26.00 per hour; Step III, \$27.00 per hour. Motion carried unanimously.

366-97

Motion by Taylor, supported by Lauwers, that the wage scale for the Environmental Health Director position be adjusted as follows: Entry, \$17.30; Step I, \$18.30; and Step III, \$20.05. Motion carried unanimously.

367-97

Motion by Taylor, supported by Lauwers, that the County enter into an agreement with Michigan State University Extension to create a Lapeer County 4-H Agent Position, at a cost to the County of \$23,108.00 per year, with the understanding that this position would be awarded annual salary increases consistent with other Cooperative Extension employees as authorized by the Board of Commissioners. Motion carried unanimously.

Then may

368-97

Motion by Taylor, supported by Lauwers, that the Table of Organization for the Department of Senior Activities be amended by adding a Chore/Maintenance Coordinator position and change the Program Worker II position to regular part-time. Motion carried unanimously.

369-97

Motion by Taylor, supported by Nellenbach, to approve the attached employment contract for John Niederhauser, Director/Health Officer, for the period commencing May 18, 1997 through May 18, 1999, subject to approval by the Board of Health; and further, to authorize the Chairman to sign said contract. Taylor, aye; Lauwers, nay; Nellenbach, nay; Clark, aye; VanNorman, nay. 2 Ayes, 3 Nays. Motion defeated.

370-97

Motion by Nellenbach, supported by Taylor, to support the Health Department's submission of the Turning Point Grant; and further, to forward a letter of endorsement to the Turning Point Program Team. Motion carried unanimously.

371-97

Motion by Nellenbach, supported by Taylor, to approve Bulletins #4 and #5 for the Third Floor Project, as attached. Motion carried unanimously.

Andy Anderson

MEMORANDUM OF AGREEMENT
between the
LAPEER COUNTY, MICHIGAN BOARD OF COMMISSIONERS
and the
COOPERATIVE EXTENSION SERVICE OF MICHIGAN STATE UNIVERSITY

For the purpose of augmenting Extension programs in Lapeer County, the Lapeer County Board of Commissioners and the Cooperative Extension Service do hereby mutually agree:

1. That the position of Extension Home Economist currently assigned to Lapeer County on on half time basis be increased to a full time status.
2. That the Cooperative Extension Service assume responsibility for the employment of a qualified person for this position.
3. That the Lapeer County Board of Commissioners shall provide a 50% matching grant to finance the salary for this position. Further, that the rate will be adjusted in accordance with Michigan State University pay increases and therefore is subject to revision in an amount necessary to meet salary adjustments.
4. That, for the purpose of financing the position, the Lapeer County Board of Commissioners shall make payable to the Cooperative Extension Service a sum of money equal to one half the person's monthly salary in quarterly installments which will be due in advance and payable on October 15, January 15, April 15, July 15, for each year this agreement is in force.
5. That the Cooperative Extension Service will assume the full cost of the staff benefits that accrue to this position.
6. That the Lapeer County Board of Commissioners will furnish adequate office furniture and facilities, office and field supplies and equipment, secretarial assistance, transportation, and field maintenance.
7. That the Extension Home Economist of said county shall be an employee of Michigan State University and shall be subject to the same terms of employment, supervision and control as any other so classified employee of the Cooperative Extension Service of Michigan State University
8. That this agreement shall cover the period beginning October 1, 1978 and will continue without the necessity for renewal, until terminated by either party provided a written notice of such intent is given to the other party at least sixty (60) days prior to the intended termination date.

9-13-78
Date

Ross Reynolds Jr
Chairman, Lapeer County Board of Commissioners

9-14-78
Date

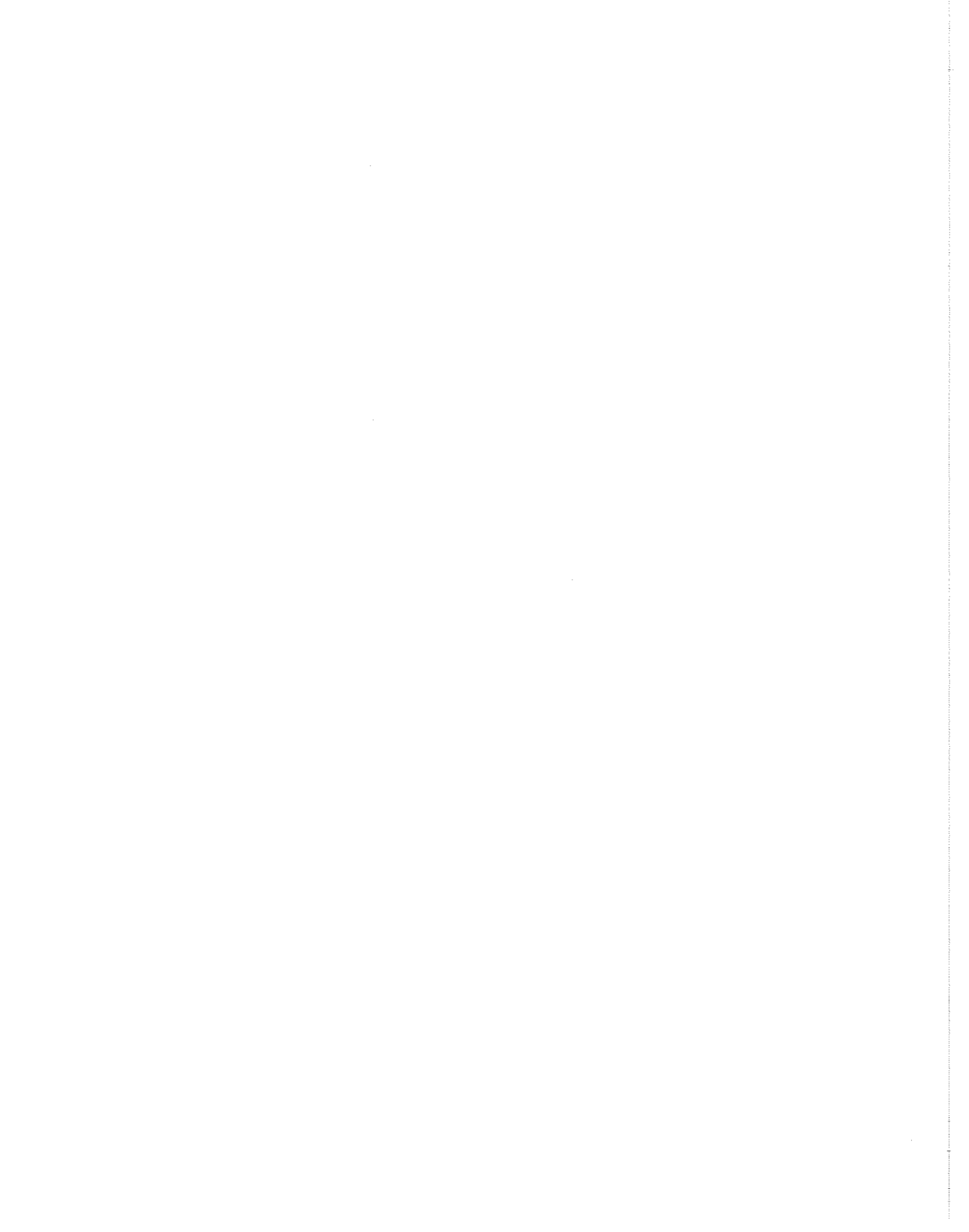
Mary Ellen Hick
County Clerk

9-14-78
Date

James M. Hatcher
County Extension Director, Michigan Cooperative Extension Service

9/15/78
Date

Robert Perry
Director, Michigan Cooperative Extension Service



JA

DATE: November 5, 2008

XX REQUEST FOR ACTION

____ FOR YOUR INFORMATION

____ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: LINDA K. HESS

SUMMARY OF REQUEST / INFORMATION: October, 2008 billing for Howard L. Shifman, P.C., Legal Council

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Linda K. Hess

SUPPORTING DOCUMENTS: Billing Statement

DRAFT MOTION:

To authorize payment from line item #101-210-801.020 to Howard L. Shifman, P.C. in the amount of \$14,685.50 for legal services rendered 10/01/08 – 10/31/08.

ATTACHMENTS YES X NO _____

Law Offices of
HOWARD L. SHIFMAN, P.C.

*370 E. Maple Road
Suite 200
Birmingham, MI 48009*
Phone: (248) 642-2383
Fax: (248) 642-1932

Robert Nyovich - Of Counsel
Timothy K. McConaghy* - Of Counsel

*Also admitted in Ohio

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

November 3, 2008

John Biscoe, County Administrator
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Dear Mr. Biscoe:

Enclosed please find our invoice for services rendered through October 31, 2008.

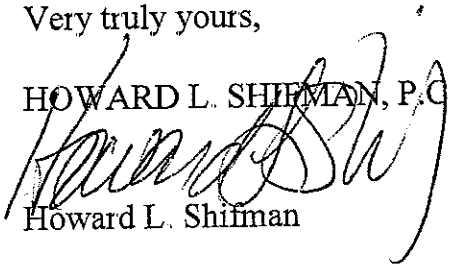
Invoice No. 10868

Lapeer County – General	\$ 14,685.50
Labor Matters	_____
TOTAL	\$ 14,685.50

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

HOWARD L. SHIFMAN, P.C.


Howard L. Shifman

HLS/jdf

8B

PROPOSED MOTIONS
FROM THE
NOVEMBER 6, 2008
PROPERTIES COMMITTEE MEETING

1. **Motion by Taylor, supported by Henning, to recommend to the Committee of the Whole to authorize the Building and Grounds Department to accept the proposal from Muns Directional Boring at a cost of \$17,600, for soil boring services between the County Complex and the Historic Courthouse, to be paid from line item 470-740-976.000. Motion carried unanimously.**
2. **Motion by Taylor, supported by Henning, to recommend to the Committee of the Whole to authorize payment to the City of Lapeer for signs, milling, and painting costs directly related to the proposed senior permitted parking area, with snow plowing service to continue to be provided by the City as consistent with past practice. Motion carried unanimously.**

80

COUNTY OF LAPEER
PERSONNEL AND OPERATIONS POLICY MANUAL

Policy Subject: **Per Diem Rates for Appointed Boards and Committees**

Authorized by Board of Commissioners

Motion # 780-00 Date: 11-30-00

STATEMENT OF POLICY:

This policy shall establish the per diem rates for individuals appointed by the Board of Commissioners to serve on various Boards and Committees established by the County or relevant state law.

PROCEDURE:

1. Community Mental Health Board per diem rate shall be \$35.00 for up to 3 hours, \$70.00 over 3 hours or if the meeting is held outside of the County, and the Board Member shall receive only one per diem per day which is set by Community Mental Health Code.
2. Per diem rates are authorized for the following Boards and Committees:
 - a. Health Board
 - b. Solid Waste Authority
 - c. Veterans Affairs Committee
 - d. Library Board
 - e. Canvassers
3. Per diem's shall be paid at the following rate(s)
 - a. If a member attends one meeting per day, the per diem rate shall be \$35.00/meeting.
 - b. If a meeting is over 3 hours or out of the County, the per diem rate shall be \$70.00.
 - c. The maximum per diem per day shall not exceed \$140.00
4. Department of Senior Activities Board Members shall receive mileage only at the County Rate.
5. The per diem shall be paid for a meeting wherein a quorum is present and a written record of the meeting is kept on file
6. Where members of a citizens board or commission are entitled to a meeting per diem, and are required to attend seminars, association meetings, or other activities; after appropriate approval, shall be entitled to the per diem rate as established in the policy

80

Policy Subject:	LAPEER COUNTY ROAD COMMISSIONER BENEFITS	
Authorized by Board of Commissioners		Date:
Authorized by Board of Road Commissioners		Date:
Amended		Date:
Amended		Date:

PURPOSE: To define the benefits available to Lapeer County Road Commissioners during their term of office, as established by the Lapeer County Board of Commissioners in the motions indicated below.

BENEFITS:

HEALTH INSURANCE – Same options afforded other Road Commission employees during their term, ending upon separation, with the exception of COBRA as required by law. (286-91)

HEALTH INSURANCE OPT OUT - \$92.31/pay with proof of coverage (508-95)

LIFE INSURANCE With AD&D- \$15,000.00 (terminated upon separation) (287-91)

RETIREMENT – Michigan Municipal Employees’ Retirement System, Benefit Program B-2 (288-91)

OPTICAL BENEFIT- Not to exceed \$200 per year. (289-91)

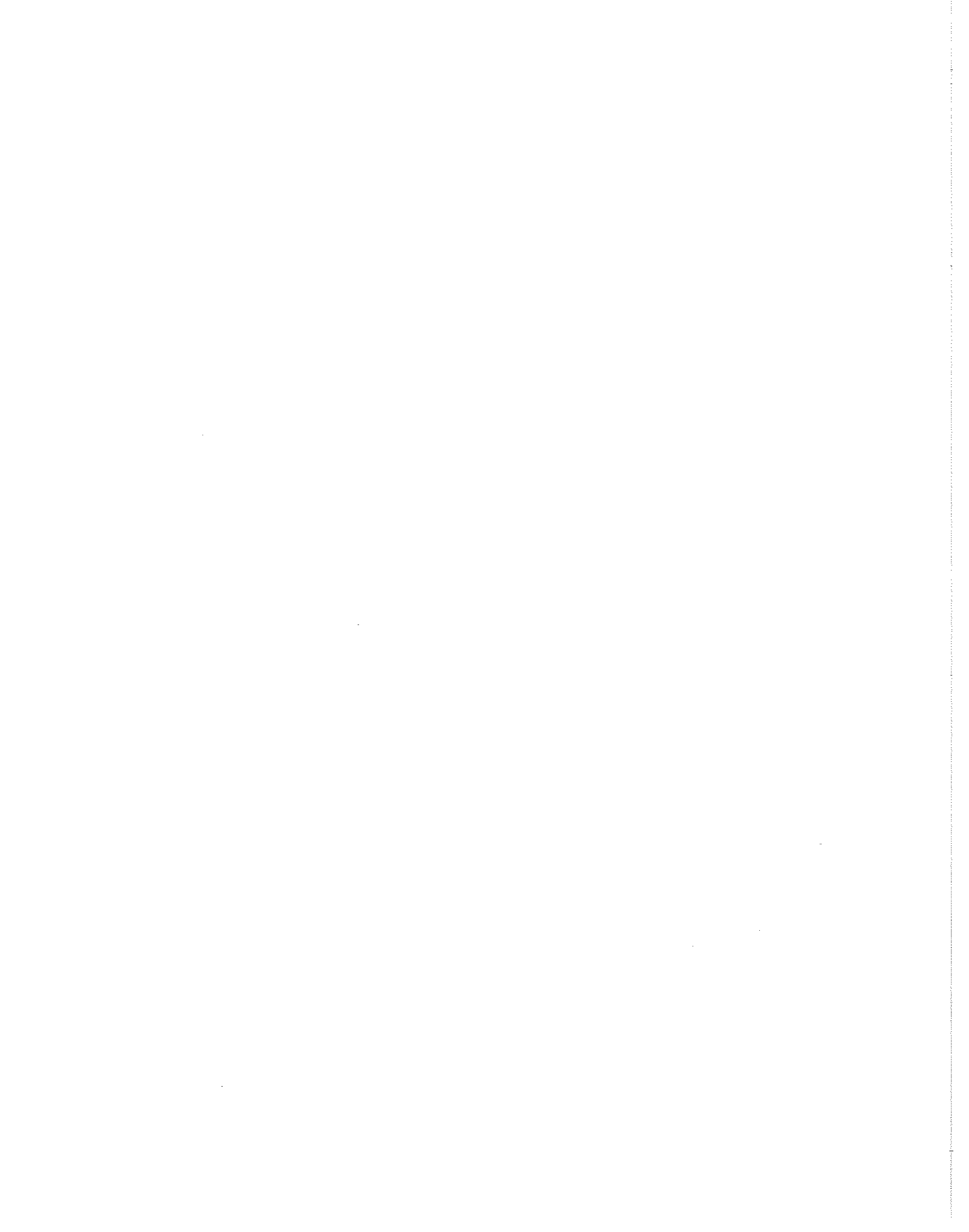
DENTAL BENEFIT- Not to exceed \$300 per year. (290-91)

SALARY:

Members salary, set by Lapeer County Board of Commissioners, presently \$7,404.80 effective 1/01/08 per motion (420-07).

PER DIEMS: (780-00)

- A. No Road Commissioner shall receive per diem payment for regular meetings of the full Board.
- B. Per diem of \$35.00 for attendance at a special or committee meeting or combination thereof, wherein the duration is less than three (3) hours.
- C. Per diem pay of \$70.00 for all special committee meetings or a combination thereof, the duration of which shall exceed three (3) hours.
- D. Per diem pay of \$70.00 for attendance singularly or severally at any approved seminar, regional function, association meeting or other properly constituted functions held outside the boundaries of the County of Lapeer.



667-0369

10

REQUEST FOR ACTION LAPEER COUNTY BOARD OF COMMISSIONERS

DATE: 11/03/2008

- REQUEST FOR ACTION
- FOR YOUR INFORMATION
- REQUEST FOR INFORMATION

TO: Finance Department

FROM: Department of Human Services

SUMMARY OF REQUEST/INFORMATION: The Department of Human Service Board is requesting that the County transfer \$1000.00 from the Per Diems account into the Board Mileage account and \$500.00 from the Per Diems account into the Board Training account.
2009

ANY ADDITIONAL INFORMATION: _____

CONTACT PERSON(S): Irene Bazan Waller (667-0895)

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTATION:
(SEE ATTACHED)

DRAFT MOTION:

ATTACHMENTS Yes No

