



WASHTENAW COUNTY BOARD OF COMMISSIONERS

Wednesday, March 3, 2004

RECORD OF PROCEEDINGS

An adjourned session of the Washtenaw County Board of Commissioners was held at the Administration Building, in the City of Ann Arbor, Michigan, on Wednesday, March 3, 2004.

The meeting was called to order at 6:30 p.m. by Chair Leah Gunn, Washtenaw County Board of Commissioners.

MEMBERS PRESENT: Comms. Armentrout, Bergman, Brackenbury, Gunn, Irwin, Kern, Peterson, Prater, Sizemore, Solowczuk, Yekulis.

MEMBERS ABSENT: None.

OTHERS PRESENT: Frank Cambria, Deputy Administrator; Curtis Hedger, Corporation Counsel; Peggy M. Haines, Clerk/Register; David Behen, Joe Suchara, Susan Hunt, Dale Vanderford, ITS; Verna McDaniel, Diane Heidt, Human Resources; Alan Israel, Prosecuting Attorney's Office; Amy Klinke, Administration; Mary Udoji, Library; Peter Ballios, Greg Dill, Facility Management; Tony VanDerworp, Planning and Environment; James Higginbottom, Deputy Clerk; various citizens; and members of the press.

Pledge of Allegiance

Approval of the Minutes of the Previous Meeting

Comm. Prater seconded by Comm. Kern moved that the minutes of the February 18, 2004, Board of Commissioners meeting be approved. Motion carried.

Citizen Participation

None.

Commissioner Follow-Up to Citizen Participation

None.

Communications

Comm. Prater seconded by Comm. Peterson moved that the communications be received and dealt with as recommended. Motion carried.

R-0066 RECEIVED: February 5, 2004. Letter from Peter C. Flintoft of Keusch, Flintoft & Conlin, P.C. to Peggy M. Haines, Clerk/Register. re: Requesting a copy of a resolution waiving the review of Township Zoning changes, dated February 4, 2004. Received and filed. Copy to Corporation Counsel and Clerk.

R-0067 RECEIVED: February 5, 2004. Letter from Margaret A. Bethel, Director, MSU Extension to Washtenaw County Board of Commissioners. re: Support for MSU Extension, dated January 30, 2004. Received and filed.

R-0068 RECEIVED: February 5, 2004. Letter from Douglas A. Benit, Ed.D, Chairman, Willow Run Anniversary Committee to Ms. Leah Gunn, Commissioner. re: Asking for participation in the upcoming *Willow Run 60th Anniversary Celebration*, dated February 2, 2004. Received and filed. Copy to Administration and each Commissioner.

R-0069 RECEIVED: February 5, 2004. Letter from Lovotny C. Shannon to Washtenaw County Board of Commissioners. re: Washtenaw County Jail charge for incarceration fees, dated February 2, 2004. Received and filed. Copy to Administration and Corporation Counsel.

R-0070 RECEIVED: February 6, 2004. Letter from Joyce D. Williams, Clerk of the Wayne County Commission to Elected County Officials, Members, National Association of Counties. re: Forwarded resolution supporting Eric Coleman's nomination as Second Vice-President of the National Association of Counties, dated February 4, 2004. Received and filed. Copy to Administration.

R-0071 RECEIVED: February 9, 2004. Letter from Catherine A. Braun, Clerk, Ann Arbor Charter Township to Robert E. Guenzel, Administrator, Washtenaw County. re: Application for Tax Abatement, ProQuest Information and Learning Company, dated February 6, 2004. Received and filed. Copy to each Commissioner.

R-0072 RECEIVED: February 9, 2004. Letter from Vicki Enright, Director, Office of Workforce Development to Leah Gunn, Commissioner, Washtenaw County Board of Commissioners. re: Updated Workforce Investment Act (WIA), Annual Report for Program Year 2002, dated February 2, 2004. Received and filed. Copy to Administration and Finance.

R-0073 RECEIVED: February 10, 2004. Informational Letter from John Ort, Captain, Deputy State Director of Homeland Security and Emergency Management to Leah Gunn, County Board Chair. re: Michigan Selects E-Team Application as the State's Critical Incident Management System, dated January 29, 2004. Received and filed. Copy to Emergency Management and Information Technology.

R-0074 RECEIVED: February 12, 2004. Memorandum from Doris Gellert, Director, Bureau of Substance Abuse and Addiction Services to Criminal Justice and Governmental Officials. re: FY 2005 Grant Application Availability, dated February 9, 2004. Received and filed. Copy to Administration, Finance, Sheriff and Prosecuting Attorney.

R-0075 RECEIVED: February 12, 2004. Notice from Michigan Public Service Commission. re: Application of B & S Telecom, Inc. to amend its license to provide basic local exchange service to include all zone and exchange areas in Michigan except the Muskegon exchange, dated March 4, 2004. Received and filed.

R-0076 RECEIVED: February 13, 2004. Resolution from Lyndon Township. re: Supporting S.B. 914 for P.A. Act 289 (Fire Protection) funding, dated February 10, 2004. Received and filed.

R-0077 RECEIVED: February 17, 2004. Copy of a Report from Public Services Committee, Hugh D. Crawford, Chairperson to the Oakland County Board of Commissioners. re: Recommending the adoption of the resolution regarding representation concerns on the State Planning Team for Homeland Security Grants, dated February 5, 2004. Received and filed. Copy to Administration, Corporation Counsel and Emergency Management.

R-0078 RECEIVED: February 19, 2004. Letter from Dawn A. Monk, Deputy State Court Administrator to Chief Judge Brown. re: Distribution of the Court Equity Fund, dated February 11, 2004. Received and filed. Copy to Finance.

Special Order of Business

None.

Reports of Standing Committees

Comm. Prater seconded by Comm. Peterson moved that reports of the Agenda Meeting dated February 11, 2004; Ways & Means Committee dated February 18, 2004 and the Working Session of February 19, 2004 be approved and accepted. Motion Carried. (Complete reports are on file in the County Clerk/Register's Office.)

Reports of Special Committees

Comm. Prater seconded by Comm. Peterson moved that the following reports be received: BOC – Leadership Meeting dated February 4, 2004; Board of Road Commissioners dated January 27, 2004; Community Corrections Advisory Board dated December 16, 2003; Concealed Weapon Licensing Board dated January 13, 2004; Historic District Commission dated January 8, 2004; Parks and Recreation Commission dated January 13, 2004; Washtenaw Area Transportation Study dated January 21, 2004. Motion carried. (Complete reports are on file in the County Clerk/Register's Office.)

Other Reports

None.

Report of the Treasurer

None.

Report from the County Administrator

None.

Resolutions

Ways & Means Committee – February 18, 2004

04-0041 Comm. Prater seconded by Comm. Peterson moved that the Resolution eliminating positions for the Judicial Oversight Demonstration Initiative (LODI) Prosecuting Attorney's Office Effective March 31, 2004 be adopted. Roll call vote: YEAS: 11. NAYS: None. ABSENT: None. Motion carried.

04-0042 Comm. Prater seconded by Comm. Peterson moved that the Resolution ratifying the County Administrator's signature on the Performance Reporting Demonstration Grant Application submitted to the National Center for Civic Innovation for Support Services in the amount of \$30,000 for the period of April 1, 2004 through April 1, 2007; authorizing the Administrator to sign the Notice of Grant Award; amending the budget and authorizing the Administrator to sign the delegate contracts be adopted. Roll call vote: YEAS: 11. NAYS: None. ABSENT: None. Motion carried.

04-0043 Comm. Prater seconded by Comm. Peterson moved that the Resolution ratifying the County Administrator's signature on the Fiscal Year (FY) 2004 MPSC/Weatherization Client Education application to the Michigan Community Action Agency Association

(MCAAA) in the amount of \$37,639 for the period of December 1, 2003 through August 31, 2004 for the Employment Training and Community Services Group; authorizing the Administrator to sign the Notice of Grant Award; approving the budget; authorizing the Administrator to sign the delegate contracts be adopted. Roll call vote: YEAS: 11. NAYS: None. ABSENT: None. Motion carried.

04-0044 Comm. Prater seconded by Comm. Peterson moved that the Resolution approving Management Agreements with the Ann Arbor Area Convention and Visitors Bureau and the Ypsilanti Area Convention and Visitors Bureau for the Period January 1, 2005 through December 31, 2009 be adopted. Roll call vote: YEAS: 11. NAYS: None. ABSENT: None. Motion carried.

04-0045 Comm. Prater seconded by Comm. Peterson moved that the Resolution amending the 2003 Budget be adopted. Roll call vote: YEAS: 11. NAYS: None. ABSENT: None. Motion carried.

Approval of Claims

04-0046 Comm. Prater seconded by Comm. Peterson moved that the resolution authorizing payment of claims commencing with the last previously approved claim and continuing through the date of February 20, 2004, be adopted. Roll call vote: YEAS: 11. NAYS: None. ABSENT: None. Motion carried.

FUND/COMPANY	SYSTEM CHECKS	UTILITIES/CREDIT CARD	EXCEPTION & PRE-CLAIMS	TOTAL
1010 GENERAL FUND	\$0.00	\$0.00	\$12.50	\$12.50
1100 GYPSY MOTH SUPPRESSION	\$0.00	\$0.00	\$0.00	\$0.00
1110 CHILDRENS SERVICES GRANTS-COOP	\$0.00	\$0.00	\$0.00	\$0.00
1310 OPERATION NIGHT CAP COMMUNITY POLICING	\$0.00	\$0.00	\$0.00	\$0.00
1320 ENHANCEMENT	\$0.00	\$0.00	\$0.00	\$0.00
1330 MDSS REINTEGRATION SERV.	\$0.00	\$0.00	\$0.00	\$0.00
1340 I-94 SHORE TO SHORE	\$0.00	\$0.00	\$0.00	\$0.00
1400 SHERIFF ROAD PATROL	\$0.00	\$0.00	\$0.00	\$0.00
1412 L.A.W.N.E.T.	\$0.00	\$0.00	\$0.00	\$0.00
1414 L.A.W.N.E.T. HIDTA GRANT	\$0.00	\$0.00	\$0.00	\$0.00
1490 PA 302 TRAINING	\$0.00	\$0.00	\$0.00	\$0.00
1572 INMATE CONCESSIONS	\$0.00	\$0.00	\$108.38	\$108.38
1590 SHERIFF SPECIAL SVCS. FUND	\$0.00	\$0.00	\$0.00	\$0.00
1620 PROS ATTNY-CR	\$0.00	\$0.00	\$0.00	\$0.00
1690 SHELTER PLUS CARE	\$0.00	\$0.00	\$0.00	\$0.00
1710 BFI SOLID WASTE COORD. BUILDING INSPECTION & SOIL EROSION	\$0.00	\$0.00	\$0.00	\$0.00
1750 ENVIRONMENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00
1770 ILLEGAL DUMPING PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00
1810 VETERANS TRUST FUND ADMIN. RRRNWW:STORM WATER GENERAL PE	\$0.00	\$0.00	\$0.00	\$0.00
1850 MICHIGAN GREAT LAKES PROTECTION	\$0.00	\$0.00	\$0.00	\$0.00
1870 DOMESTIC VIOLENCE COURT PILOT	\$0.00	\$0.00	\$0.00	\$0.00
1881 VIOLENCE AGAINST WOMEN	\$0.00	\$0.00	\$0.00	\$0.00
1900 3 - 911 FUND	\$0.00	\$0.00	\$0.00	\$0.00
2080 PARKS & RECREATION	\$0.00	\$0.00	\$0.00	\$0.00
2060 LAW LIBRARY	\$0.00	\$0.00	\$0.00	\$0.00
2110 COUNTY LIBRARY FUND	\$0.00	\$0.00	\$0.00	\$0.00
2150 FRIEND OF THE COURT	\$0.00	\$0.00	\$0.00	\$0.00
2370 JTPA ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00
2410 NO WRONG DOOR	\$0.00	\$0.00	\$0.00	\$0.00
2420 JTPA - FIRST	\$0.00	\$0.00	\$0.00	\$0.00
2490 EMPLOYMENT SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
2510 CSA HEADSTART	\$0.00	\$0.00	\$0.00	\$0.00
2530 GATEWAY PROJECT	\$0.00	\$0.00	\$0.00	\$0.00
2600 CSBG	\$0.00	\$0.00	\$0.00	\$0.00
2630 CSA SR NUTRITION	\$0.00	\$0.00	\$0.00	\$0.00

2650	FOSTER GRANDPARENTS	\$0.00	\$0.00	\$0.00	\$0.00
2700	CSA DOE - WEATHERIZATION	\$0.00	\$0.00	\$0.00	\$0.00
2800	MDSS REINTEGRATION SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
2801	ZAAP	\$0.00	\$0.00	\$0.00	\$0.00
2804	COMMUNITY CORRECTIONS	\$0.00	\$0.00	\$0.00	\$0.00
2810	JUVENILE ACCOUNTABILITY	\$0.00	\$0.00	\$0.00	\$0.00
2820	STRONG FAMILIES/SAFE CHILDREN	\$0.00	\$0.00	\$0.00	\$0.00
2920	WCHO	\$0.00	\$0.00	\$0.00	\$0.00
2930	MENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00
2940	SUBSTANCE ABUSE	\$0.00	\$0.00	\$0.00	\$0.00
2960	HEALTH	\$0.00	\$0.00	\$0.00	\$0.00
2961	HSRA COMMUNITY ACCESS GRANT	\$0.00	\$0.00	\$0.00	\$0.00
2990	CHILD CARE/PROBATE CT.	\$100.16	\$0.00	\$0.00	\$100.16
4010	CAPITAL PROJECTS	\$0.00	\$0.00	\$0.00	\$0.00
4050	CAPITAL EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00
4520	MULTI-LAKE SEWER SYSTEM	\$0.00	\$0.00	\$0.00	\$0.00
4860	B.A. E-911 CONSTRUCTION	\$0.00	\$0.00	\$0.00	\$0.00
4900	B.A. SPACE PLAN PHASE II CONST.	\$0.00	\$0.00	\$0.00	\$0.00
4902	HEADSTART CONSTRUCTION BOND	\$0.00	\$0.00	\$0.00	\$0.00
5720	INMATE ENTERPRISE FUND	\$0.00	\$0.00	\$0.00	\$0.00
6280	DEL TAX REVOLVING #28	\$0.00	\$0.00	\$0.00	\$0.00
6310	FACILITIES MGMT - O & M	\$0.00	\$0.00	\$0.00	\$0.00
6320	FACILITIES MGMT - TRANSP	\$0.00	\$0.00	\$0.00	\$0.00
6330	FACILITIES MGMT - GEN SVC	\$0.00	\$0.00	\$0.00	\$0.00
6340	GEN SVCS - REVOLV.	\$0.00	\$0.00	\$0.00	\$0.00
6440	SELF INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
6630	MEDICAL SELF INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
6500	1999 PROPERTY FORECLOSURE PROC	\$0.00	\$0.00	\$0.00	\$0.00
6501	2000 PROPERTY FORECLOSURE PROC	\$0.00	\$0.00	\$0.00	\$0.00
6502	2001 PROPERTY FORECLOSURE PROC	\$0.00	\$0.00	\$0.00	\$0.00
6650	FRINGE BENEFIT REVOLVING	\$0.00	\$0.00	\$0.00	\$0.00
6900	CENTREX ASSOCIATION	\$0.00	\$0.00	\$0.00	\$0.00
6930	MENTAL HEALTH	\$0.00	\$0.00	\$0.00	\$0.00
7350	T&A 14A DISTRICT COURT	\$0.00	\$0.00	\$0.00	\$0.00
7412	LAWNET - DRUG ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$0.00
7413	LAWNET NON-FORFEITURE FUND	\$0.00	\$0.00	\$0.00	\$0.00
7520	EMPLOYEE RETIREMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00
7550	MONEY PURCHASE PENSION PLAN	\$0.00	\$0.00	\$0.00	\$0.00
7570	VEBA HEALTH TRUST	\$0.00	\$0.00	\$0.00	\$0.00
7900	REGIONAL DISPATCH FUND	\$0.00	\$0.00	\$0.00	\$0.00
7950	HAZ MATL RESPONSE TEAM	\$0.00	\$0.00	\$0.00	\$0.00
7990	CO-OP EXTENSION SERVICE	\$0.00	\$0.00	\$0.00	\$0.00
8005	PORTAGE-BASELINE LAKE LEVEL	\$0.00	\$0.00	\$0.00	\$0.00
8007	WHITMORE LAKE LEVEL	\$0.00	\$0.00	\$0.00	\$0.00
8008	FOUR MILE LAKE LEVEL	\$0.00	\$0.00	\$0.00	\$0.00
8297	SWAN CREEK & PLINEY HARRIS	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS		\$100.16	\$0.00	\$120.88	\$221.04

New Business

None.

Liaison Reports

None.

Items for Current/Future Discussion

None.

Citizen Participation

None.

Commissioners Follow-up to Citizen Participation

None.

Adjournment

Comm. Prater seconded by Comm. Peterson moved to adjourn until Wednesday, March 17, 2004, at 6:45 p.m. in the Board Room, Washtenaw County Administration Building. Motion carried.

The meeting adjourned at 6:32 p.m.

Comm. Leah Gunn, Chair

Peggy M. Haines, Clerk/Register

By: James D. Higginbottom, Deputy Clerk

Board Approved: 3/17/04

A RESOLUTION ELIMINATING POSITIONS FOR THE JUDICIAL OVERSIGHT DEMONSTRATION INITIATIVE (JODI), PROSECUTING ATTORNEY'S OFFICE EFFECTIVE MARCH 31, 2004, APRIL 30, 2004, AND JULY 31, 2004.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

MARCH 3, 2004

WHEREAS, The Prosecutor's Office is the recipient of a Judicial Oversight Demonstration Initiative (JODI) Grant through the Violence Against Women Office (VAWO) of the U.S. Department of Justice - Office of Justice Programs, covering the period from October 1, 1999 through April 30, 2004 in the amount of \$6,750,000; and

WHEREAS, JODI has been a successful program in delivering services to victims of domestic violence, through a coordinated community response of holding batterers accountable, vertical prosecution, intensive probation and instilling the belief that domestic violence will not be tolerated in Washtenaw County; and

WHEREAS, JODI will expire on April 30, 2004; and

WHEREAS, the Washtenaw County Prosecutor's office has received additional continuation funding in the amount of \$700,000 to sustain the JODI programs for an additional year; and

WHEREAS, the JODI project must eliminate certain positions to meet current and future funding requirements;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby eliminates the positions as indicated, on the dates as indicated in the attached elimination chart.

<u>Position #</u>	<u>Position Title</u>	<u>Budget 1881994300</u>	<u>Grade</u>	<u>Group</u>	<u>Elim Date</u>	<u>Elim</u>
16310005	Victim Witness Advocate		16	12	4/30/04	1.0
24270002	Office Coordinator		24	32	3/31/04	1.0
25230025	Administrative Coordinator		25	32	3/31/04	1.0
27190047	Management Analyst I/II		27/29	32	7/31/04	1.0
27190048	Management Analyst I/II		27/29	32	3/31/04	1.0
28080021	Assistant Prosecuting Attorney		28/30/32	22	7/31/04	1.0
30250006	Senior Management Analyst		30	32	3/31/04	1.0
30500001	Probation Supervisor		30	32	4/30/04	1.0
57010136	Deputy Sheriff		57A	16	3/31/04	1.0
57010137	Deputy Sheriff		57A	16	3/31/04	1.0
62010030	Sergeant		62	17	3/31/04	1.0

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowczuk	X		
Brackenbury	X			Peterson	X			Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 11 0 0

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)SS.

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 3, 2004, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____, _____.

PEGGY M. HAINES, Clerk/Register

BY: _____ Deputy Clerk



A RESOLUTION RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE PERFORMANCE REPORTING DEMONSTRATION GRANT APPLICATION SUBMITTED TO THE NATIONAL CENTER FOR CIVIC INNOVATION FOR SUPPORT SERVICES IN THE AMOUNT OF \$30,000 FOR THE PERIOD OF APRIL 1, 2004 THROUGH APRIL 1, 2007; AUTHORIZING THE ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; AMENDING THE BUDGET AND AUTHORIZING THE ADMINISTRATOR TO SIGN THE DELEGATE CONTRACTS.

WASHTENAW COUNTY BOARD OF COMISSIONERS

March 3, 2004

WHEREAS, the National Center for Civic Innovation is launching the Government Performance Reporting Demonstration Project and awarding grants of \$30,000 to assist governments in preparing performance reports; and

WHEREAS, the County established the Business Improvement Process in 1995 to improve the efficiency and effectiveness in the provision of services to Washtenaw County residents; and

WHEREAS, the Business Improvement Process requires each department to develop a Business Improvement Plan that identifies specific outcome(s), measure(s) and data source(s) for each of their customer outcomes; and

WHEREAS, to accomplish the goals of the Business Improvement Process, as well as to better serve customers and improve internal operations, the County developed an alignment model, and

WHEREAS, a gap has been identified in the alignment model at the County level; and

WHEREAS, the Performance Reporting Demonstration Grant would allow the County to take the next steps in filling that gap and developing a comprehensive performance management system; and

WHEREAS, Support Services would utilize grant funding to develop a small set (20-30) of performance indicators that would measure the overall health and success of County operations that could then be communicated regularly to internal and external audiences; and

WHEREAS, this project would include three main phases 1) narrowing the focus of the measures in the BIP database to identify critical community impact measures; 2) surveying County residents to determine what indicators the public thinks are most vital to the health of the community and analyzing the results; and 3) identifying key measures and developing a system for monitoring and auditing those measures; and

WHEREAS, this project is consistent with the Board of Commissioner priorities; and

WHEREAS, this matter has been reviewed by Finance, Human Resources, Corporation Counsel, the County's Administrator's Office and the Ways and Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratify the signature of the County Administrator on the Performance Reporting Demonstration Grant application submitted to the National Center for Civic Innovation in the amount of \$30,000 for the period of April 1, 2004 through April 1, 2007, as on file with the County Clerk.

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award in conformity with the application:

1. Authorizing the County Administrator to sign the Notice of Grant Award;
2. Authorizing the Administrator to sign delegate contracts; and
3. Amending the budget as attached hereto and made a part hereof.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowczuk	X		
Brackenbury	X			Peterson	X			Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 11 0 0

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)^{SS}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 3, 2004, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____.

PEGGY M. HAINES, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 04-0042

Support Services
Performance Reporting Demonstration Grant
Business Unit: 1025042650

		Current Budget	Revised Budget	Variance
Revenues:				
58000	Local Revenue	\$0	\$30,000	\$30,000
Expenditures:				
70050	Personal Services	\$0	\$14,515	\$14,515
80000	Other Services & Chrg	\$0	\$11,485	\$11,485
94000	Internal Service Charges	\$0	\$ 4,000	\$ 4,000
		\$0	\$30,000	\$30,000

Indirect Costs: \$4,000

A RESOLUTION RATIFYING THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE FISCAL YEAR (FY) 2004 MPSC/WEATHERIZATION CLIENT EDUCATION APPLICATION TO THE MICHIGAN COMMUNITY ACTION AGENCY ASSOCIATION (MCAAA) IN THE AMOUNT OF \$37,639 FOR THE PERIOD OF DECEMBER 1, 2003 THROUGH AUGUST 31, 2004 FOR THE EMPLOYMENT TRAINING AND COMMUNITY SERVICES GROUP; AUTHORIZING THE ADMINISTRATOR TO SIGN THE NOTICE OF GRANT AWARD; APPROVING THE BUDGET; AUTHORIZING THE ADMINISTRATOR TO SIGN DELEGATE CONTRACTS

WASHTENAW COUNTY BOARD OF COMMISSIONERS

MARCH 3, 2004

WHEREAS, the ETCS Group has prepared the 2004 MPSC/Weatherization Client Education Program application in accordance with the Michigan Community Action Agency Association requirements; and

WHEREAS, the ETCS Group has been the administrator and operator of the Weatherization Program since its inception within Washtenaw County in 1975; and

WHEREAS, the Weatherization Program exists to serve low-income homeowners and renters with services that improve the energy-efficiency and safety of their homes through the installation of extra insulation, weather-stripping, caulking, furnace inspection, small repairs, and client education; and

WHEREAS, the MPSC/Weatherization Client Education Program allows us to serve to an additional 15 customers up to 200% of the poverty level;

WHEREAS, the ETCS Group shall provide services through outreach and intake services, pre-inspection of homes, blower-door, health and safety, furnace assessment, consumer education on how to conserve energy, and post-inspection of homes; and

WHEREAS, this matter has been reviewed by the Washtenaw County Community Action Board, the County Administrator's Office, the offices of Finance, Human Resources, Corporation Counsel and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby ratifies the Administrator's signature on the Application with the Michigan Community Action Agency Association for the Fiscal Year 2004 MPSC/Weatherization Client Education Program in the amount of \$37,639 for the period of December 1, 2003 through August 31, 2004 as on file with the County Clerk's Office.

BE IT FURTHER RESOLVED that the Board of Commissioners takes the following actions contingent upon receipt of the grant award in conformity with the application:

1. Authorizing the Administrator to sign the Notice of Grant Award;
2. Approving the budget as attached hereto and made a part thereof
3. Authorizing the Administrator to sign delegate contracts upon the review and approval of Corporation Counsel to be filed with the County Clerk's Office.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowezuk	X		
Brackenbury	X			Peterson	X			Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 11 0 0

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)^{SS}.

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 3, 2004, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____, _____.

PEGGY M. HAINES, Clerk/Register

BY: _____
 Deputy Clerk



Res. No. 04-0043

Washtenaw County ETCS
Chart of Accounts / Budget
Fund #2680 - MPSC/MCAA Weatherization / Client Education
Period from 12/1/03 to 8/31/04

		<u>Current Budget</u>	<u>Revised Budget</u>	<u>Variance</u>
54000	State Revenue	\$0	\$0	\$37,639
80000	Other Services & Charges	\$0	\$0	\$37,639

A RESOLUTION APPROVING MANAGEMENT AGREEMENTS WITH THE ANN ARBOR AREA CONVENTION AND VISITORS BUREAU AND THE YPSILANTI AREA CONVENTION AND VISITORS BUREAU FOR THE PERIOD JANUARY 1, 2005 THROUGH DECEMBER 31, 2009

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 3, 2004

WHEREAS, Washtenaw County for a number of years has contracted with the Ann Arbor Area Convention and Visitors Bureau and the Ypsilanti Area Convention and Visitors Bureau to provide services pursuant to the Washtenaw County Accommodation Ordinance and the appropriate state statute; and

WHEREAS, the Board has been satisfied that those contracts have been beneficial to the County; and

WHEREAS, both Ann Arbor Area Convention and Visitors Bureau and Ypsilanti Area Convention and Visitors Bureau have requested continuation of those contracts for a five-year period without substantial change; and

WHEREAS, this matter has been reviewed by the Accommodations Ordinance Commission, Corporation Counsel, the Finance Office, the County Administrator's Office and the Ways and Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves and authorizes the Chair of the Board to sign the Management Agreements with the Ann Arbor Area Convention and Visitors Bureau and Ypsilanti Area Convention and Visitors Bureau for the period January 1, 2005 to December 31, 2009, as on file with the County Clerk.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowczuk	X		
Brackenbury	X			Peterson	X			Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 11 0 0

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)SS.

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 3, 2004, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____, _____.

PEGGY M. HAINES, Clerk/Register

BY: _____
 Deputy Clerk



Res. No. 04-0044

MANAGEMENT AGREEMENT
YPSILANTI AREA CONVENTION AND VISITORS BUREAU, INC.

AGREEMENT is made this _____ day of _____, 2004, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”) and the YPSILANTI AREA CONVENTION AND VISITORS BUREAU, INC. a non-profit corporation located at 105 W. Michigan Ave., Ypsilanti, Michigan 48197 (“Bureau”).

WHEREAS, the Bureau’s mission is to enhance the economy of Washtenaw County through the promotion of the County as a destination for overnight visitors; and

WHEREAS, the Bureau is organized to solicit and book conventions; to marshal and adapt community resources to the needs of each convention; to work with and advise convention officials; to promote, encourage and develop tourism for the Ypsilanti area in particular and the County of Washtenaw, Michigan in general, and to serve visitors to the community; and

WHEREAS, the County pursuant to its Accommodation Tax Ordinance (“Ordinance”) and through its Accommodation Ordinance Commission (“Commission”) desires to avail itself of the services of the Bureau for the benefit and prosperity of its inhabitants.

NOW THEREFORE, in consideration of the promises and mutual covenants in this Agreement, the County and Bureau agree as follows:

ARTICLE I - SCOPE OF SERVICES

The parties expressly understand and agree that the funds generated by the Accommodation Tax and paid to the Bureau shall be used solely for the purpose of fostering tourism and securing convention by the Bureau. To that extent, the Bureau shall provide the following services to the County:

- a. Conduct and aggressive marketing and sales program, stressing the advantages of the Ypsilanti area in particular and Washtenaw County in general.
- b. Prepare and distribute as widely as possible, printed and/or electronic materials regarding convention and tourism opportunities in Ypsilanti and Washtenaw County.
- c. Secure conventions, through participating in bidding, travel and other necessary means.
- d. Assist in convention arrangements.
- e. Operate a housing bureau.
- f. Define and publicize points of interest from a tourism standpoint.
- g. Assist in planning and development of new points of interest and activities.
- h. Co-operate with the County’s Employment Training and Community Services Group to provide employment and training opportunities to unemployed and underemployed persons who reside in Washtenaw County.

ARTICLE II – COMPENSATION

The method of payment by the County to the Bureau for the services provided by the Bureau under this Agreement shall be as explained below.

- a. **As provided in Article III below, the County shall receive no more than five (5%) of all tax proceeds plus interest and penalties to defray the cost of collecting the tax and administering the Ordinance. Once this amount is retained, the remaining funds shall be disbursed as follows:** On or before the first business day of each month following the month of collection, the County Treasurer shall remit twenty-five (25%) percent of the total proceeds (excluding interest and penalty fees) collected under the Ordinance for the preceding month, less a collection fee of five (5%) percent of the total, to the Bureau. **(The remaining 75% of tax proceeds shall be paid to the Ann Arbor Area Convention and Visitors Bureau, Inc.).**
- b. Each quarter the Bureau shall submit financial operating statements for the preceding months to the County and the Commission.
- c. The parties understand and agree that the percentage identified in (a) above may be subject to change if the County should contract with other agencies for use of the proceeds of the Accommodations Tax.

ARTICLE III – FEES

The County shall receive **no more than** five (5%) PER CENT OF ALL PROCEEDS PLUS INTEREST AND PENALTY OF FEES COLLECTED UNDER THE Ordinance for collection expenses incurred by the County Treasurer's Office, Finance Office and Corporation Counsel. This amount shall be deducted from the proceeds prior to remittance to the Bureau of the balance of the proceeds in accordance with paragraph II of this Agreement. This percentage fee shall be reviewed annually in November of each year to be adjusted as necessary on January 1 of the following year.

ARTICLE IV – ACCOMMODATION ORDINANCE

The Bureau recognizes that the County's Board of Commissioners has adopted an Accommodations Ordinance to govern the collection of the Accommodation Tax. The Bureau agrees that it will abide by all sections of the Ordinance and that the Commission shall have the authority as stated in the Ordinance.

ARTICLE V – REPORTING OF CONTRACTOR

- Section 1 The Bureau shall report periodically to the Commission and will confer with that group as necessary to insure satisfactory work progress.
- Section 2 All reports, estimates, memoranda and documents submitted by the Bureau must be dated and bear the Bureau's name.
- Section 3 All reports made in connection with the services provided hereunder shall be subject to review and final approval by the County Administrator.

Section 4 The County may review and inspect the Bureau's activities during the term of this Agreement.

Section 5 If applicable, the Bureau will submit a final, written report to the County Administrator.

Section 6 After reasonable notice to the Bureau, the County may review any of the Bureau's internal books, records, reports or insurance policies as they pertain to this Agreement.

ARTICLE VI – TERM

This Agreement shall begin on January 1, 2005 and end on December 31, 2009.

ARTICLE VII – BUDGET AND OPERATING STATEMENT

The Bureau shall submit its proposed budget annually to the Ordinance Commission for approval, and agrees to submit quarterly program and financial reports to the Commission. Within ninety (90) days after the close of the fiscal year (January 1 – December 31) of the Bureau, the Bureau will deliver to the County and the Commission a financial operating statement of the business of the Bureau, in such detail and with such supporting documents as the County may reasonably request.

ARTICLE VIII – AUDIT

The Bureau shall provide the County with an annual certified audit statement prepared by an independent auditing firm within ninety (90) days of the close of the fiscal year. The Bureau may request and extension of time for completing the financial operating statement referenced in Article VII and the audit to assist in reducing costs

ARTICLE IX – PERSONNEL

Section 1 The Bureau shall provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 The Bureau shall not hire any County employee for any of the required services without the County's written approval.

Section 3 The parties agree that the Bureau is employed as an independent contractor and is not the employee or the agent of the County.

Section 4 The Bureau shall hire personnel it deems appropriate who shall direct, assist and coordinate all phases of the activity of the Bureau.

ARTICLE X – INDEMNITY AGREEMENT

The Bureau shall indemnify and hold the County harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise

due to the negligent or intentional acts or omissions of Bureau or any of Bureau's employees or permissible subcontractors under this Agreement.

ARTICLE XI – INSURANCE REQUIREMENTS

The Bureau shall maintain at its own expense during the term of this Agreement, the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Comprehensive/commercial general liability insurance with a combined single limit of one million (\$1,000,000.00) dollars each occurrence for bodily injury and property damage. The County shall be named as "additional insured" on general liability policy with respect to the services provided under this Agreement.
3. Automobile liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of one million (\$1,000,000.00) dollars each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the County. Bureau shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Bureau and their inadequate insurance coverage. Bureau shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Bureau until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Bureau expires or is cancelled during the term of the Agreement, services and related payments will be suspended. Bureau shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator P.O. Box 8645, Ann Arbor, Michigan 48107 and shall provide for 30 day written notice to the certificate holder of cancellation of coverage.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII – COMPLIANCE WITH LAWS AND REGULATIONS

The County and Bureau agree to comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE XIV – INTEREST OF BUREAU AND COUNTY

The Bureau represents that it has no interest, which would conflict with the performance of services required by this Agreement. The Bureau also represents that, in the performance of this Agreement, no officer, agent, employee of Washtenaw County, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph shall not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 or the Public Acts of 1978, whichever is applicable.

ARTICLE XV – CONTINGENT FEES

The Bureau represents that it has not employed or retained any company or person, other than bona fide employees working solely for the Bureau, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Bureau, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this representation, the County may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to the Bureau.

ARTICLE XVI – EQUAL EMPLOYMENT OPPORTUNITY

The Bureau shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Bureau).

The Bureau shall take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Bureau agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Bureau, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVII – EQUAL ACCESS

The Bureau shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by either party. During the performance of the services, the Bureau will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense.

ARTICLE XIX – RETURN OF FUNDS

If the Bureau dissolves or ceases to do business for any reason, the Bureau shall deliver to the County all funds of the Bureau remaining on hand, if any, after discharge and payment of all debts or other obligations incurred while this Agreement (or a predecessor Agreement) was in force; and, in addition, any removal of personal property belonging to the Bureau that was financed or made available through Accommodation Tax revenue.

ARTICLE XX – PRACTICE AND ETHICS

The parties will conform to all the applicable code of ethics of their respective national professional associations.

ARTICLE XXI – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Bureau will be incorporated into this Agreement by written amendments signed by both parties.

ARTICLE XXII – CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXIII – EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Peggy M. Haines
County Clerk/Register

By: _____
Leah Gunn
Chair, Board of Commissioners

APPROVED AS TO FORM:

YPSILANTI AREA CONVENTION
AND VISITORS BUREAU

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Debbie Locke-Daniel
Executive Director

MANAGEMENT AGREEMENT
ANN ARBOR AREA CONVENTION AND VISITORS BUREAU, INC.

AGREEMENT is made this _____ day of _____, 2004, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County) and the ANN ARBOR AREA CONVENTION AND VISITORS BUREAU, INC. a non-profit corporation located at 120 W. Huron, Ann Arbor, Michigan 48104 ("Bureau").

WHEREAS, the Bureau's mission is to enhance the economy of Washtenaw County through the promotion of the County as a destination for overnight visitors; and

WHEREAS, the Bureau is organized to solicit and book conventions; to marshal and adapt community resources to the needs of each convention; to work with and advise convention officials; to promote, encourage and develop tourism for the Ann Arbor area in particular and the County of Washtenaw, Michigan in general, and to serve visitors to the community; and

WHEREAS, the County pursuant to its Accommodation Tax Ordinance ("Ordinance") and through its Accommodation Ordinance Commission ("Commission") desires to avail itself of the services of the Bureau for the benefit and prosperity of its inhabitants.

NOW THEREFORE, in consideration of the promises and mutual covenants in this Agreement, the County and Bureau agree as follows:

ARTICLE I - SCOPE OF SERVICES

The parties expressly understand and agree that the funds generated by the Accommodation Tax and paid to the Bureau shall be used solely for the purpose of fostering tourism and securing convention by the Bureau. To that extent, the Bureau shall provide the following services to the County:

- i. Conduct and aggressive marketing and sales program, stressing the advantages of the Ann Arbor area in particular and Washtenaw County in general.
- j. Prepare and distribute as widely as possible, printed and/or electronic materials regarding convention and tourism opportunities in Ann Arbor and Washtenaw County.
- k. Secure conventions, through participating in bidding, travel and other necessary means.
- l. Assist in convention arrangements.
- m. Operate a housing bureau.
- n. Define and publicize points of interest from a tourism standpoint.
- o. Assist in planning and development of new points of interest and activities.
- p. Co-operate with the County's Employment Training and Community Services Group to provide employment and training opportunities to unemployed and underemployed persons who reside in Washtenaw County.

ARTICLE II – COMPENSATION

The method of payment by the County to the Bureau for the services provided by the Bureau under this Agreement shall be as explained below.

- d. **As provided in Article III below, the County shall receive no more than five (5%) of all tax proceeds plus interest and penalties to defray the cost of collecting the tax and administering the Ordinance. Once this amount is retained, the remaining funds shall be disbursed as follows:** On or before the first business day of each month following the month of collection, the County Treasurer shall remit seventy-five (75%) percent of the total proceeds (excluding interest and penalty fees) collected under the Ordinance for the preceding month, less a collection fee of five (5%) percent of the total, to the Bureau. **(The remaining 25% of tax proceeds shall be paid to the Ypsilanti Area Convention and Visitors Bureau, Inc.).**
- e. Each quarter the Bureau shall submit financial operating statements for the preceding months to the County and the Commission.
- f. The parties understand and agree that the percentage identified in (a) above may be subject to change if the County should contract with other agencies for use of the proceeds of the Accommodations Tax.

ARTICLE III – FEES

The County shall receive **no more than** five (5%) per cent of all proceeds plus interest and penalty of fees collected under the Ordinance for collection expenses incurred by the County Treasurer's Office, Finance Office and Corporation Counsel. This amount shall be deducted from the proceeds prior to remittance to the Bureau of the balance of the proceeds in accordance with paragraph II of this Agreement. This percentage fee shall be reviewed annually in November of each year to be adjusted as necessary on January 1 of the following year.

ARTICLE IV – ACCOMMODATION ORDINANCE

The Bureau recognizes that the County's Board of Commissioners has adopted an Accommodations Ordinance to govern the collection of the Accommodation Tax. The Bureau agrees that it will abide by all sections of the Ordinance and that the Commission shall have the authority as stated in the Ordinance.

ARTICLE V – REPORTING OF CONTRACTOR

- Section 1 The Bureau shall report periodically to the Commission and will confer with that group as necessary to insure satisfactory work progress.
- Section 2 All reports, estimates, memoranda and documents submitted by the Bureau must be dated and bear the Bureau's name.
- Section 3 All reports made in connection with the services provided hereunder shall be subject to review and final approval by the County Administrator.
- Section 4 The County may review and inspect the Bureau's activities during the term of this Agreement.

Section 5 If applicable, the Bureau will submit a final, written report to the County Administrator.

Section 6 After reasonable notice to the Bureau, the County may review any of the Bureau's internal books, records, reports or insurance policies as they pertain to this Agreement.

ARTICLE VI – TERM

This Agreement shall begin on January 1, 2005 and end on December 31, 2009.

ARTICLE VII – BUDGET AND OPERATING STATEMENT

The Bureau shall submit its proposed budget annually to the Ordinance Commission for approval, and agrees to submit quarterly program and financial reports to the Commission. Within ninety (90) days after the close of the fiscal year (January 1 – December 31) of the Bureau, the Bureau will deliver to the County and the Commission a financial operating statement of the business of the Bureau, in such detail and with such supporting documents as the County may reasonably request.

ARTICLE VIII - AUDIT

The Bureau shall provide the County with an annual certified audit statement prepared by an independent auditing firm within ninety (90) days of the close of the fiscal year. The Bureau may request and extension of time for completing the financial operating statement referenced in Article VII and the audit to assist in reducing costs

ARTICLE IX – PERSONNEL

Section 1 The Bureau shall provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 The Bureau shall not hire any County employee for any of the required services without the County's written approval.

Section 3 The parties agree that the Bureau is employed as an independent contractor and is not the employee or the agent of the County.

Section 4 The Bureau shall hire personnel it deems appropriate who shall direct, assist and coordinate all phases of the activity of the Bureau.

ARTICLE X – INDEMNITY AGREEMENT

The Bureau shall indemnify and hold the County harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the negligent or intentional acts or omissions of Bureau or any of Bureau's employees or permissible subcontractors under this Agreement.

ARTICLE XI – INSURANCE REQUIREMENTS

The Bureau shall maintain at its own expense during the term of this Agreement, the following insurance:

4. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
5. Comprehensive/commercial general liability insurance with a combined single limit of one million (\$1,000,000.00) dollars each occurrence for bodily injury and property damage. The County shall be named as "additional insured" on general liability policy with respect to the services provided under this Agreement.
6. Automobile liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of one million (\$1,000,000.00) dollars each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the County. Bureau shall be responsible to the County or insurance companies insuring the County for all costs resulting from both financially unsound insurance companies selected by Bureau and their inadequate insurance coverage. Bureau shall furnish the County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Bureau until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Bureau expires or is cancelled during the term of the Agreement, services and related payments will be suspended. Bureau shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator P.O. Box 8645, Ann Arbor, Michigan 48107 and shall provide for 30 day written notice to the certificate holder of cancellation of coverage.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.09 per hour with benefits or \$10.66 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2003 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII – COMPLIANCE WITH LAWS AND REGULATIONS

The County and Bureau agree to comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE XIV – INTEREST OF BUREAU AND COUNTY

The Bureau represents that it has no interest, which would conflict with the performance of services required by this Agreement. The Bureau also represents that, in the performance of this Agreement, no officer, agent, employee of Washtenaw County, or member of its governing bodies, may participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph shall not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 or the Public Acts of 1978, whichever is applicable.

ARTICLE XV – CONTINGENT FEES

The Bureau represents that it has not employed or retained any company or person, other than bona fide employees working solely for the Bureau, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Bureau, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this representation, the County may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to the Bureau.

ARTICLE XVI – EQUAL EMPLOYMENT OPPORTUNITY

The Bureau shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Bureau).

The Bureau shall take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Bureau agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Bureau, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XVII – EQUAL ACCESS

The Bureau shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVIII – OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by either party. During the performance of the services, the Bureau will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense.

ARTICLE XIX – RETURN OF FUNDS

If the Bureau dissolves or ceases to do business for any reason, the Bureau shall deliver to the County all funds of the Bureau remaining on hand, if any, after discharge and payment of all debts or other obligations incurred while this Agreement (or a predecessor Agreement) was in force; and, in addition, any removal of personal property belonging to the Bureau that was financed or made available through Accommodation Tax revenue.

ARTICLE XX – PRACTICE AND ETHICS

The parties will conform to all the applicable code of ethics of their respective national professional associations.

ARTICLE XXI – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Bureau will be incorporated into this Agreement by written amendments signed by both parties.

ARTICLE XXII – CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXIII – EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Peggy M. Haines
County Clerk/Register

By: _____
Leah Gunn
Chair, Board of Commissioner

APPROVED AS TO FORM:

ANN ARBOR AREA CONVENTION
AND VISITORS
BUREAU

By: _____
Curtis N. Hedger
Office of Corporation Counsel

By: _____
Mary Kerr
President

A RESOLUTION AMENDING THE 2003 BUDGET

WASHTENAW COUNTY BOARD OF COMMISSIONERS

March 3, 2004

WHEREAS, Administration has committed to partner with the Board and with the organization to monitor the impact of reduced State Revenue Sharing and any additional major impacts on the 2003 budget and present these findings and recommendations to the BOC on a quarterly basis; and

WHEREAS, BOC authorization is needed to make program budget revisions for amounts greater than \$100,000 or over 10%, whichever is less; and

WHEREAS, the Budget Office has analyzed each major revenue and expenditure category within the General Fund and other funds to determine the preliminary 2003 year-end status; and

WHEREAS, within the General Fund, an adjustment is needed from increased revenue in the Clerk's Office to cover the shortfall in the Sheriff's Office due to Police Services and Jail overcrowding; and

WHEREAS, a shortfall exists in Building Services due to the slowdown of the building industry requiring a one-time transfer from the Delinquent Tax Fund in 2003 with repayment from Building Services during the 2004 fiscal year; and

WHEREAS, a shortfall also exists in Environmental Health due to fringe benefit cost increases and revenue changes due to the slowdown in the building industry requiring a one-time transfer from the Delinquent Tax Fund in 2003; and

WHEREAS, the Risk Management fund has a projected deficit requiring an adjustment to the Cost Allocation Plan transfer between Facilities Management, Building Replacement and the General Fund; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator's Office and the Ways & Means Committee

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby amends the 2003 Budget as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the Washtenaw County Board of Commissioners authorize a one time transfer from the Delinquent Tax Revolving Fund to cover the deficits within the Building Services Fund and the Environmental Health Fund.

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowczuk	X		
Brackenbury	X			Peterson	X			Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: TOTALS 11 0 0

STATE OF MICHIGAN)
 COUNTY OF WASHTENAW)^{SS}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 3, 2004, as it appears of record in my office. In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____, _____.

PEGGY M. HAINES, Clerk/Register

BY: _____ Deputy Clerk



Res. No. 04-0045

2003 Budget Adjustments
General Fund

	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Variance</u>
Revenues:			
Clerk Fees & Services	\$1,518,940	\$2,609,090	\$1,090,150
Expenditures:			
Sheriff – Police Services	\$16,149,758	\$16,633,925	\$ 484,167
Sheriff – Jail	\$11,439,101	\$11,992,920	\$ 553,819
Sheriff – Courthouse Security	\$ 316,703	\$ 368,867	\$ 52,164
Total Expenditures			\$1,090,150

Non-General Fund

	<u>Current Budget</u>	<u>Revised Budget</u>	<u>Variance</u>
Building Services	\$2,468,917	\$2,518,917	\$ 50,000
Environmental Health	\$3,604,859	\$3,644,859	\$ 40,000
Delinquent Tax Transfer Out	\$3,617,339	\$3,707,339	(\$ 90,000)
Risk Management – CAP Revenue	\$1,636,315	\$2,286,315	\$650,000
Facilities Management – CAP Revenue	\$5,765,350	\$5,459,350	(\$306,000)
Building Replacement – CAP Revenue	\$ 676,454	\$ 509,060	(\$167,394)
General Fund – CAP Revenue	\$9,061,303	\$8,884,697	(\$176,606)

A RESOLUTION AUTHORIZING PAYMENT OF CLAIMS COMMENCING WITH THE LAST PREVIOUSLY APPROVED CLAIM AND CONTINUING THROUGH THE DATE OF FEBRUARY 20, 2004

WASHTENAW COUNTY BOARD OF COMMISSIONERS
March 3, 2004

WHEREAS, as filed with the County Clerk is a true copy of the record of claims commencing with the last previously approved claim and continuing through the date of February 20, 2004, inclusive; and

WHEREAS, the Board of Commissioners has been assured by the County Clerk that no claim received is withheld or rejected by the list, shows the name of the claimant, the amount of the claim and the date presented;

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby authorizes the payment of claims commencing with the last previously approved claim and continuing through the date of February 20, 2004, inclusive, as listed in the statement of claims as attached hereto and made a part hereof

COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Armentrout	X			Irwin	X			Sizemore	X		
Bergman	X			Kern	X			Solowczuk	X		
Brackenbury	X			Peterson	X			Yekulis	X		
Gunn	X			Prater	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY **ROLL CALL VOTE: TOTALS** **11 0 0**

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)^{SS.}

I, Peggy M. Haines, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on March 3, 2004, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this _____ day of _____, _____.

PEGGY M. HAINES, Clerk/Register

BY: _____
Deputy Clerk



Res. No. 04-0046