

**OAKLAND COUNTY**  
**BOARD OF COMMISSIONERS**  
**MINUTES**

April 10, 2008

Meeting called to order by Chairperson Bill Bullard, Jr. at 9:38 a.m. in the Courthouse Auditorium, 1200 N. Telegraph Road, Pontiac, Michigan.

Roll called.

PRESENT: Bullard, Burns, Coulter, Crawford, Douglas, Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack. (21)

EXCUSED ABSENCE WITH NOTICE: Jacobsen, Nash, Suarez. (3)

EXCUSED ABSENCE PER MISCELLANEOUS RESOLUTION #04228: Coleman. (1)

Quorum present.

Invocation given by Hugh D. Crawford.

Pledge of Allegiance to the Flag.

Moved by Gregory supported by Potter the minutes of the March 20, 2008 Board Meeting be approved.

A sufficient majority having voted in favor, the minutes were approved as printed.

Moved by Kowall supported by Coulter the agenda be amended as follows:

ITEMS NOT ON BOARD AGENDA

PLANNING AND BUILDING COMMITTEE

a. Planning and Economic Development Services' Division Resolution Approving Project Plan (Highland United Methodist Church Project) – Charter Township of Highland  
(Reason for Suspension of Planning and Building Committee, item a.: Waiver of Rule III – Meeting held immediately prior to the Board meeting.)

Vote on agenda, as amended:

AYES: Bullard, Burns, Coulter, Crawford, Douglas, Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack. (21)

NAYS: None. (0)

A sufficient majority having voted in favor, the agenda, as amended, was approved.

Deputy County Clerk James H. VanLeuven stated there were no written communications.

Commissioners Minutes Continued. April 10, 2008

Dr. Dudley-White gave a presentation on the Oakland County Board of Social Services Regarding Child Care Fund and answered questions from the Commissioners.

Chairperson Bill Bullard, Jr. made the following statement: "A Public Hearing is now called on the Planning and Economic Development Services Division Resolution Approving Project Plan (Highland United Methodist Church Project) – Charter Township of Highland. Is there anyone present who wishes to speak?" No one requested to speak and the Chairperson declared the Public Hearing closed.

The following people addressed the Board: Mike Zehnder, Director of Public Services, who introduced Rick Anderson, Director of the Great Lakes National Cemetery; Commissioner Helaine Zack representing United Way; Fran Fowlkes; Teresa Rodges; Malkia Newman of the Oakland County Community Mental Health Board; April Hutchings and Ann Seavard.

Moved by Middleton supported by Spector the resolutions (with fiscal notes attached) on the Consent Agenda be adopted (with accompanying reports being accepted). The vote for this motion appears on page 169. The resolutions on the Consent Agenda follow (annotated by an asterisk {\*}):

**\*MISCELLANEOUS RESOLUTION #08054**

BY: Personnel Committee, Thomas Middleton, Chairperson

**IN RE: HUMAN RESOURCES DEPARTMENT – FISCAL YEAR 2008 - 2009 LABOR AGREEMENT FOR EMPLOYEES REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 25, LOCAL 2437**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the County of Oakland and the American Federation of State, County and Municipal Employees have been negotiating a contract covering approximately 112 Family Court employees; and WHEREAS a two year agreement has been reached for the period October 1, 2007, through September 30, 2009, and said agreement has been reduced to writing; and

WHEREAS this agreement provides for a 1% increase for Fiscal Year 2008, and effective with the execution of this agreement, an additional 1% increase shall be provided to employees classified as Deputy Register II; and

WHEREAS employees represented by this bargaining unit shall receive the same general increase as approved by the Board of Commissioners for the general non-represented employees to take effect during Fiscal Year 2009, with the employees in the Deputy Register II classification receiving an additional 1% increase during Fiscal Year 2009; and

WHEREAS the employees represented by this bargaining unit shall have health care benefit contributions as provided for in Miscellaneous Resolution #06114 effective with the execution of this agreement for 2008, and applied at the same time and in the same manner as the general non-represented employees for 2009; and

WHEREAS the agreement has been reviewed by your Personnel Committee, which recommends approval of the agreement.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners approves the proposed agreement between the County of Oakland and AFSCME Council 25, Local 2437, covering the period of October 1, 2007, through September 30, 2009, and that the Board Chairperson on behalf of the County of Oakland, is authorized to execute said agreement as attached.

Chairperson, on behalf of the Personnel Committee, I move the adoption of the foregoing resolution.

PERSONNEL COMMITTEE

Copy of Summary of Agreement Between the County of Oakland and AFSCME Local 2437 Fiscal Year 2008 - 2009, Oakland County Circuit Court/Family Court and the American Federation of State, County and Municipal Employees, AFL-CIO Council 25, Local 2437 Collective Bargaining Agreement 2007-2009, Appendix A - Circuit Court/Family Court, and Appendix B - Circuit Court/Family Court Employees on file in County Clerk's office.

OAKLAND COUNTY CIRCUIT COURT/FAMILY COURT  
AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO COUNCIL 25, LOCAL 2437  
COLLECTIVE BARGAINING AGREEMENT 2007 - 2009  
AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between Oakland County Family Court (hereinafter referred to as the "Employer") and Council 25 and its affiliated Local Union, No. 2437, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, (hereinafter jointly referred to as the "Union" and individually referred to as the Local Union Number).

I. RECOGNITION

The Employer recognizes the Union as the exclusive representative of the employees of the Oakland County Family Court for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947 and Act 379 of the Public Acts of 1965.

All employees of the Oakland County Probate Court who were previously represented by the bargaining Unit and who have been transferred to the Family Division of the Circuit Court in the Administrative Merger.

II. PURPOSE AND INTENT

The general purpose of the Agreement is to set forth certain terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing, and the Union's success in rendering proper services to the public.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations at all levels and among all employees.

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment, and to these ends agree that no person shall be denied employment or membership in the Union, nor in any way be discriminated against because of sex, age, race, color, creed, national origin, political or religious beliefs.

III. MANAGEMENT RIGHTS

The rights to hire, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Union Members shall not be discriminated against as such. In addition, the work schedules, methods and means of department operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement.

IV. ADOPTION BY REFERENCE OF RELEVANT PERSONNEL POLICIES

All benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County Merit System Rule Book, as amended or changed from time to time by resolution of the Oakland County Board of Commissioners, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, except to the extent that any such benefits and policies are inconsistent with this Agreement.

V. AID TO OTHER UNIONS

Section 1.

The Employer agrees and shall cause its designated agents not to aid, promote, or finance any other labor group or organization which purports to engage in collective bargaining or to make any agreement with any such organization or group for the purpose of undermining the Union.

Section 2.

The Union agrees not to make agreements with any other union for the purpose of coercing the Employer.

VI. DUES CHECK-OFF

- (a) The Employer agrees to deduct the union membership initiation fee and dues once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, within fourteen (14) days after the deductions have been made.
- (b) An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. However, an employee shall continue to be subject to check-off deductions which are authorized when the employee may be transferred from this bargaining unit to another bargaining unit represented by Local 2437, Council 25, American Federation of State, County and Municipal Employees.
- (c) Any employee may voluntarily cancel or revoke the Authorization for Check-Off deduction upon written notice to the Employer and the Union. Such Voluntary withdrawal from payroll deduction of Union Dues may only occur during the period December 16 through December 31 of any calendar year.
- (d) The union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this section.
- (e) The Employer agrees to deduct from the wages of any employee who is a member of this Union a P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) deduction as provided for in a written authorization, in accordance with a standard form provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the County and the Union.

VII. NO STRIKE – NO LOCKOUT

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sit down, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees both verbally and in writing, with copies to the employer, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

VIII. BASIS OF REPRESENTATION

Section 1.

There shall be one steward and an alternate steward who must come from the unit they represent.

Stewards will be released from their work, after obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedures and for reporting to the grievant a change in status of his/her grievance. Approval for stewards to leave their work stations will not be unreasonably withheld. Stewards will report their time to their supervisor upon returning from a grievance discussion.

The privilege of stewards to leave their work during working hours, without loss of pay, is extended with the understanding that the time will be devoted to the prompt handling of grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

Section 2.

There shall also be one Chief Steward and one alternate Chief Steward.

Section 3.

There shall be a Grievance Committee consisting of three (3) members of the represented group, certified in writing to the Employer. Either the Local President or Chief Steward, or both, upon sufficient notice to the Employer, may substitute for a member or members of the Grievance Committee.

The Employer shall meet whenever necessary, at a mutually convenient time, with the union grievance committee. The purpose of grievance committee meetings will be to adjust pending grievances, and to discuss procedures for avoiding future grievances. In addition, the committee may discuss with the Employer other issues which would improve the relationship between the parties.

Section 4. – Bargaining Committee

The number on the Union Bargaining Committee will be limited to three (3). It is agreed that members of the Bargaining Committee shall be compensated for sixty (60) hours of collective bargaining time, including caucus time of either party, such compensation to begin when the parties commence negotiating for modification of this agreement pursuant to part XIX. Any time spent on collective bargaining beyond the sixty (60) hours will be on the employee's own time and during normal court hours. Collective bargaining begins when Management (the employer) is at the table.

IX. GRIEVANCE PROCEDURE

Section 1.

The Employer and the Union support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Union agree that an employee should first bring a problem or grievance to the attention of his/her immediate supervisor, with or without the steward, and an attempt will be made to resolve the grievance informally. In the event the steward is called, the employee shall be released from his/her job duties as soon as possible, and in any event, no later than the beginning of the employee's shift the next day. The supervisor, the employee and the steward shall meet simultaneously in an attempt to resolve the matter. Dismissals, suspensions, demotions and disciplinary actions of any type shall be subjects for the grievance procedure and shall not be matters for the Personnel Appeal Board.

Step 1

If the grievance is not settled informally between the employee and his/her immediate supervisor, the employee shall have the right to discuss the grievance with his/her steward. If, in the steward's opinion, proper cause for the complaint exists, the Union shall have the right to submit a written grievance on the complaint to the immediate supervisor within ten (10) days (excluding Saturday, Sunday and holidays). The written grievance must be signed by the employee and his/her steward and receipt acknowledged by the employee's immediate supervisor.

Step 2

The Employer will give its written reply within ten (10) days (excluding Saturday, Sunday and holidays) of receipt of the written grievance.

Step 3

A grievance not settled at Step 2 may be submitted to the Grievance Committee within five days (excluding Saturday, Sunday and holidays) of the date of the receipt of the written reply. Any grievance not submitted to the Grievance Committee by written notification to the Employer within five days shall be considered dropped. A meeting on the grievance shall be held by the Grievance Committee within ten (10) days (excluding Saturday, Sunday and holidays) unless the time is extended by mutual agreement of both parties.

Step 4

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen (15) days (excluding Saturday, Sunday and holidays) after the Grievance Committee meeting. Expenses for arbitration shall be borne equally by both parties.

An arbitrator will be utilized from a rotating list agreed to by the parties. The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this agreement, or set a wage rate.

Section 2.

The time limits specified hereinafter for movement of grievance through the process shall be strictly adhered to. In the event that a grievance is not appealed within the particular specified time limit, it shall be deemed to be settled on the basis of the Employer's last answer. In the event that the Employer shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the

next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering.

Section 3.

All specified time limits herein shall consist only of Family Court work days Monday through Friday.

Section 4.

Each grievance shall have to be initiated within ten (10) days (excluding Saturday, Sunday and holidays) of each occurrence of the cause of complaint or, if neither the aggrieved nor the Union had knowledge of said occurrence at the time of its happening, then within ten (10) days (excluding Saturday, Sunday and holidays) after the Union or the aggrieved becomes aware of the cause for complaint.

X. BULLETIN BOARD

The employer shall assign appropriate space on bulletin boards which shall be used by the Union for posting notices, bearing the written approval of the president of the Union local, which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not vulgar, obscene, political or libelous in nature.

XI. SENIORITY

New employees may acquire seniority by working six (6) continuous months, in which event the employee's seniority will date back to date of hire into the Court, excluding time worked outside the Court with the exception noted below. When the employee acquires seniority, their name shall be placed on the seniority list, in the order of their seniority date.

Exception. For employees hired or transferred to the Court prior to 1/1/90, seniority for purposes of establishing layoff priority shall include the total time period in which the employee performed work within Probate Court, Children's Village, and Camp Oakland prior to 1/1/90. This combined seniority can be utilized during the period of any layoff as described in Article XII (a).

An up-to-date seniority list shall be furnished to the Union every six (6) months.

An employee shall lose their seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for three (3) consecutive working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from a layoff except that, an employee shall not lose seniority if within three (3) days of receipt of notice of recall to work, he or she gives a written notice to the Employer of their intent to return to work within five (5) days of the receipt of such notice and does return within the five (5) day period. Consideration may be given by the Employer of reasons given by the employee who has given notice but fails to return within the five (5) day period.

XII. LAYOFF, RECALL, AND TRANSFERS

- (a) If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off in reverse order of their seniority, based on capability of performing available jobs and shall be recalled in the order of their seniority.
- (b) The Court agrees to notify the Union and its Council 25 when the employer's decision is made of any anticipated layoff. Such notification will occur within ten (10) working days of reaching the layoff decision.
- (c) Right to recall shall be limited to the length of the employee's service, with a minimum of six (6) months and a maximum of three (3) years.
- (d) If and when an employer is permanently transferred to another division in or out of the bargaining unit, the President or Chief Steward shall be notified of said transfer by the

Employer. If the employee is thereafter transferred back to the bargaining unit they shall have as their seniority date the seniority date they had at the time of the transfer.

XIII. TEMPORARY CHANGE OF RATE

When an employee's temporary assignment includes taking over the ultimate responsibilities inherent in a higher level job, the base salary for the classification assigned will be paid to the employee during the period the employee is required to work in the higher classification. In the event the base rate of the higher classification is lower than the employee's regular rate of pay, the employee will be paid the next higher step that provides an increase over his/her regular rate. This provision shall not be applied to a temporary assignment that shall last in excess of 30 days. In such instances, the provisions of Merit Rule 4.10 regarding Temporary Change of Rate shall be followed.

XIV. PROMOTIONS

- (a) Promotions made within the bargaining unit shall be carried out in a manner consistent with the provisions of the Oakland County Merit System.
- (b) Any opportunity for possible promotion within the bargaining unit shall be posted. Notice will be sent to the Local Union President or his/her designee for posting on the Union bulletin board.
- (c) All employees represented by this bargaining unit who meet the minimum qualifications shall have the opportunity to apply.

XV. GENERAL CONDITIONS

Section 1.

The Union shall be notified in advance of anticipated permanent major changes in working conditions and discussion shall be held thereon.

Section 2.

The re-employment rights of employees and probationary employees who are veterans will be limited by applicable laws and regulations.

Section 3.

Employees elected to any permanent full-time union office or selected by the Union to do work which takes them from their employment with the Family Court, shall at the written request of the Union be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the written request of the Union.

Any employee on approved Union leave of absence will continue to accumulate Union seniority while on leave but will not receive credit toward "Length of County Service" for fringe benefit purposes under Rule 22, Oakland County Merit Systems.

Section 4.

When any position not listed on the wage schedule is established, the Employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification rate or structure are proper, the Union shall have the right to submit the issues as a grievance through the grievance procedure within a sixty (60) day period from the date of the Court's written notification to the President of Local 2437 that the position has been established.

Section 5.

In the event that any other represented unit other than a unit containing employees eligible for Act 312 Police/Fire Compulsory Arbitration, negotiates a contract with the County of Oakland containing any form of union security, the same right will automatically be given to the unit covered under this agreement.

Section 6.

Special conferences will be arranged between the Local President and the Employer upon the request of either party. Unless otherwise agreed, such meetings shall be between at least two (2) representatives of the Employer and no more than three (3) representatives of the Union. Unless otherwise agreed, arrangements for such special conferences shall be made at least (24) hours in advance, and the conference shall be held within ten (10) working days after the request is made. An agenda of the matters to be taken up at the meeting, together with the names of the conferees representing the requesting party, shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Such conferences shall be held during regular working hours. Members of the Union

shall not lose time or pay for time spent in such special conferences and no additional compensation will be paid for such employees for time spent in such conferences beyond regular working hours.

A representative of Council 25 or a representative of the International Union may attend the special conference.

Section 7.

If a medical divergence of opinion occurs between the employee's doctor and Management's doctor with respect to whether the employee is able to return to work from a non-work related illness or injury, the parties may, by mutual agreement, refer the employee to a clinic or physician mutually agreed upon for a decision as to whether or not he or she is able to return to work.

The expense of any mutually agreed examination, in accordance with the above provision, shall be paid one-half by the employee and one-half by the Employer. Employees shall be eligible to request utilization of this provision only upon posting an amount with the Employer sufficient to cover his or her portion of the anticipated expenses, or signing a waiver to provide withholding of said amount from any future earnings or other payments owed to the employee by the Employer.

If either of the parties disagree on the necessity of the third opinion, the disagreeing party will provide a letter of explanation to the party for purposes of communication.

Section 8.

Any employee required to work overtime which is not contiguous to the employee's regular work schedule shall be entitled to a minimum of (2) hours work or pay for weekdays and three (3) hours work or pay for weekends or holidays at the time-and-one-half rate. (Weekdays are defined as the first five (5) days of work which are part of an employee's regular work schedule.)

Section 9.

The union president shall be eligible for one (1) hour of release time per day for union business. Such release time shall be granted providing the employee's normal work load is maintained. Release time for the union president shall not exceed ten (10) hours within any pay period.

Section 10.

All supplemental agreements shall be subject to the approval of the Employer and the Council and/or International Union. They shall be approved or rejected within a period of forty-five (45) days following the date of the agreement between the parties.

Section 11.

Overtime eligibility status for all Youth and Family Caseworker I and II, Youth Assistant Caseworker I and II and Court Service Officer I and II will be non-exempt. They shall be excluded from the provisions of Merit Rule 2.10.1.2.

XVI. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this agreement shall, except as improved herein, be maintained during the term of this agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this agreement except that some benefits may be increased or decreased in the process of negotiations between the parties and made a part of the final agreement.

XVII. ECONOMIC MATTERS

Wages and Fringe Benefits are attached hereto as Appendix A and Appendix B.

XVIII. RESOLUTION OF ALL MATTERS

The provisions of this labor agreement include resolution of all matters which remained at the time of settlement as issues of negotiations and upon which settlement was reached.

XIX. DURATION

This agreement shall remain in full force and effect until midnight, September 30, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, ninety (90) days prior to the anniversary date that it desires to modify this agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the Oakland County Family Court.

The Union recognizes the right and duty of the Family Court to operate and manage its jurisdiction of the Oakland County Family Court.

The Union recognizes the right and duty of the Family Court to operate and manage its affairs in accordance with the State of Michigan Constitutional provisions and statutes and such Constitutional provisions and statutes shall take precedence over any conflicting provisions which might be contained in this Agreement. If any article or section of this agreement or any appendix or supplement thereto should be held invalid by any Constitutional provision, operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected .

COUNTY AND MUNICIPAL EMPLOYEES  
METROPOLITAN COUNCIL NO. 25  
AFL-CIO, LOCAL 243

OAKLAND COUNTY CIRCUIT COURT  
Wendy Potts, Chief Circuit Court Judge

OAKLAND COUNTY BOARD OF COMMISSIONERS

Bill Bullard, Jr., Chairperson

CIRCUIT COURT/FAMILY COURT

APPENDIX A

BI-WEEKLY SALARIES – FISCAL YEAR 2008

The following merit bi-weekly salary schedule shall prevail for the pay period beginning September 29, 2007:

<u>CLASSIFICATION</u>	<u>BASE</u>	<u>1YEAR</u>	<u>2YEAR</u>	<u>3YEAR</u>	<u>4YEAR</u>	<u>5YEAR</u>	<u>6YEAR</u>
Account Clerk I	1102.43	1169.04	1235.75	1302.47	1369.17	1435.96	
Account Clerk II	1222.84	1296.82	1370.81	1444.65	1518.74	1592.53	
Case Management Coord	1478.29	1567.38	1656.72	1746.03	1835.27	1924.47	
Cashier	1102.43	1169.04	1235.75	1302.47	1369.17	1435.96	
Clerk	906.98	963.95	1024.52	1085.31	1145.99	1206.78	1267.28
Court Service Officer I	1222.84	1296.82	1370.81	1444.65	1518.74	1592.53	
Court Service Officer II	1344.32	1425.43	1506.75	1587.91	1669.23	1750.40	
Deputy Register I	1160.92	1234.01	1301.34	1371.52	1441.67	1511.97	
Deputy Register II	1235.07	1309.79	1384.52	1459.10	1533.93	1608.46	
General Clerical	896.52						
Office Assistant I	1004.45	1066.43	1128.47	1190.49	1252.66	1314.74	
Office Assistant II	1102.43	1169.04	1235.75	1302.47	1369.17	1435.96	
Office Leader	1222.84	1296.82	1370.81	1444.65	1518.74	1592.53	
Court Reporter I	1520.46	1612.11	1704.17	1795.87	1887.90	1979.50	
Court Reporter II	1671.70	1772.60	1873.39	1974.51	2075.37	2176.09	
Secretary I	1160.92	1231.01	1301.34	1371.52	1441.67	1511.97	
Youth and Fam Caswkr I	1592.84	1688.80	1785.09	1881.10	1977.17	2073.44	
Youth and Fam Caswkr II	1839.47	1950.46	2061.32	2172.52	2283.48	2394.56	
Youth Asst Casework I	1592.84	1688.80	1785.09	1881.10	1977.17	2073.44	
Youth Asst Casework II	1839.47	1950.46	2061.32	2172.52	2283.48	2394.56	

CIRCUIT COURT/FAMILY COURT

APPENDIX A

BI-WEEKLY SALARIES FISCAL YEAR 2009

Employees represented by this bargaining unit shall be entitled to receive the same general salary increase as approved by the Oakland County Board of Commissioners to take effective in Fiscal Year 2009 for non-represented employees. Adjustments, if any, shall be applied at the same time and in the same manner as applied to the non-represented group.

Deputy Register II shall receive an additional 1% effective with the first pay period of Fiscal Year 2009.

CIRCUIT COURT/FAMILY COURT EMPLOYEES

APPENDIX B

I.

For the following fringe benefits, refer to the Oakland County Merit System Rule Book:

1. Injury on the Job
2. Holidays
3. Leave of Absence
4. Death Benefits
5. Longevity
6. Master Medical Coverage
7. Sick Leave
8. Retirement
9. Annual Leave
10. Income Continuation Coverage
11. Dental Coverage
12. Tuition Reimbursement

The fringe benefits modified in previous collective bargaining agreements shall continue in effect as modified and described in the Oakland County Merit System Rule Book.

II.

- (a) Employees required to drive their personal vehicle on official Family Court business shall receive mileage reimbursement in accordance with the current IRS rate.
- (b) Any previous practice of paying mileage on a "home to home" basis for employees working overtime is eliminated.
- (c) In the event there is a Federal Tax placed on gasoline for the purpose of energy conservation, the employer agrees to discuss the matter with the Union.

III.

Employees working less than 1,000 hours in a calendar year shall not be eligible for fringe benefits or Merit System Status and shall be considered "Part-time Non-eligible" employees. Part-time eligible employees represented by Local 2437 as of January 1, 1985 who remain continually employed shall not be affected by this Section as long as their employment continues to be for more than 520 hours annually.

IV.

The following positions shall be considered permissible equivalents:

- (1) Clerk and Office Assistant I and Office Assistant II
- (2) Youth and Family Caseworker I and Youth and Family Caseworker II
- (3) Youth Assistance Caseworker I and Youth Assistance Caseworker II
- (4) Court Service Officer I and Court Service Officer II
- (5) Deputy Register I and Deputy Register II
- (6) Court Reporter I and Court Reporter II

No vacancy must exist at the "II" level for the employer to promote an employee who has completed the top of the "I" salary range and who the employer has determined is satisfactorily performing the job.

V.

Effective 1/1/95 the flexible benefit plan, as adopted by the Board of Commissioners and in effect for non-represented employees as of 1/1/95, shall be implemented for employees represented by this bargaining unit.

Effective 1/1/95 the Preferred Provider Prescription Drug Plan as adopted by the Board of Commissioners and in effect for non-represented employees as of 1/1/95, shall be implemented for employees represented by this bargaining unit.

Effective 1/1/95 the Defined Contribution Retirement Plan as adopted by the Board of Commissioners and in effect for non-represented employees as of 1/1/95, shall be implemented for employees represented by this bargaining unit.

FRINGE BENEFITS: 2008- 2009

The employees represented by this bargaining unit shall have health care benefit contributions as provided for in Misc. Resolution #06114 effective with the execution of this agreement for 2008. For calendar year 2009, these employees shall have the same health care contribution increases as the general non-represented employees, applied at the same time and in the same manner.

FISCAL NOTE (MISC. #08054)

BY: Finance Committee, Mike Rogers, Chairperson

IN RE: HUMAN RESOURCES DEPARTMENT – FISCAL YEAR 2008-2009 LABOR AGREEMENT FOR EMPLOYEES REPRESENTED BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 25, LOCAL 2437

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The County of Oakland and the Circuit Court Family Division employees represented by American Federation of State, County and Municipal Employees (AFSCME), Council 25, Local 2437 (approximately 112 Family Court Employees) have reached a 2 year agreement regarding wages and benefits for Fiscal Years 2008 and 2009 (October 1, 2007 – September 30, 2009).
2. Fiscal Year 2008 wage and benefit cost for the 1% general salary increase is \$82,888 which \$59,503 is salaries and \$23,385 is related fringe benefits. The cost is already included in the Fiscal Year 2008 amended budget.
3. The cost of the Fiscal Year 2009 general salary increase will be included in the Fiscal Year 2009/2010 County Executive Recommended Budget.
4. Negotiated additional 1% wage and benefit costs increases for Deputy Register II classification for Fiscal Year 2008 totaling \$5,664 which \$4,066 is salaries and \$1,598 is related fringe benefits. Funding is available in the Non-Departmental Rate and Class change account.
5. Negotiated additional 1% wage and benefit costs increases for Deputy Register II classification for Fiscal Year 2009 totaling \$5,720 of which \$4,106 is salaries and \$1,614 is related fringe benefits. Funding is available in the Non-Departmental Rate and Class change account.
6. The affect of the Fiscal Year 2008 and Fiscal Year 2009 Health Insurance contribution is included in the Fiscal Year 2008 and Fiscal Year 2009 amended budgets.
7. The Fiscal Year 2008 and Fiscal Year 2009 expenditure budget should be amended as follows to cover the additional cost of the salary differential.

<u>GENERAL FUND #10100</u>	<u>FY 2008</u>	<u>FY 2009</u>
<u>Expenditures</u>		
9090101-196030-740037 Non - Depart - Class and Rate Change	\$(5,664)	\$(5,720)
3010403-121240-702010 CC - Salaries - Juvenile Support	3,196	3,228
3010403-121240-722740 CC - Fringes - Juvenile Support	1,256	1,269
3010403-135080-702010 CC - Salaries - Adoptions	870	878
3010403-135080-722740 CC - Fringes - Adoptions	342	345
Total	<u>\$ -0-</u>	<u>\$ -0-</u>

FINANCE COMMITTEE

(The vote for this motion appears on page 169.)

**\*MISCELLANEOUS RESOLUTION #08061**

By: Public Services Committee, Jeff Potter, Chairperson

**IN RE: CIRCUIT COURT/FRIEND OF THE COURT – FISCAL YEAR 2008 COOPERATIVE REIMBURSEMENT PROGRAM (CRP) AMENDMENT #1 ACCEPTANCE**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Michigan Department of Human Services, Office of Child Support has amended the Oakland County Friend of Court's Fiscal Year 2008 Title IV-D Cooperative Reimbursement Program (CRP) Contract covering October 1, 2007 through September 30, 2008; and

WHEREAS Miscellaneous Resolution #07212 accepted the CRP Fiscal Year 2008 contract for a total program budget \$7,320,538; and

WHEREAS the result is additional funding of \$1,101,543 which will reduce the grant match from \$3,771,186 to \$2,669,643 for Fiscal Year 2008; and

WHEREAS the amendment represents 15.04% of the total award (\$7,320,538), requiring approval from the full Board of Commissioners of Oakland County; and

WHEREAS the amendment has been approved by the County Executive's Contract Review Process; and  
WHEREAS the acceptance of this amendment does not obligate the County to any future commitment; and

WHEREAS the continuation of the program and positions are contingent upon future levels of grant program funding.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners accepts the Fiscal Year 2008 Cooperative Reimbursement Program Amendment #1 through September 30, 2008 for the Friend of the Court in the amount of \$1,101,543 (representing all Title IV-D program).

BE IT FURTHER RESOLVED that future levels of service, including personnel, are contingent upon the level of funding from the State for this program.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners is authorized to execute this reimbursement agreement and to approve amendments and extensions up to fifteen (15%) percent variance from the award, consistent with the agreement as approved.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

Copy of letter from Curt L. Hansen, Office of Contract and Rate Setting, Agreement between State of Michigan Department of Human Services and the County of Oakland Amendment Section IV Budget, Calculation Budget Summary, Grant Review Sign Off – Friend of the Court on file in County Clerk's office.

FISCAL NOTE (MISC. #08061)

BY: Finance Committee, Mike Rogers, Chairperson

IN RE: CIRCUIT COURT/FRIEND OF THE COURT – FISCAL YEAR 2008 COOPERATIVE REIMBURSEMENT PROGRAM (CRP) AMENDMENT #1 ACCEPTANCE

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The Michigan Department of Human Services, Office of Child Support has amended the Oakland County Friend of Court's Fiscal Year 2008 Title IV-D Cooperative Reimbursement Program (CRP) Contract covering October 1, 2007 through September 30, 2008.
2. The amendment increases the total funding from the Cooperative Reimbursement Contract by \$1,101,543. The total revenue from the contract will increase from \$7,320,538 to \$8,422,081.
3. The Oakland County general fund share is reduced by \$1,101,543. The general fund portion is reduced for the Fiscal Year 2008 to \$5,229,508.
4. In the Friend of the Court Fund, a budget amendment is recommended to reclassify the grant match of \$6,331,051 into the Transfer Out account.
5. In the General Fund, a budget amendment is recommended to appropriate \$2,559,865 from Non-Dept Grant Match to Circuit Court Family division per Miscellaneous Resolution #07212 which accepted the Fiscal Year 2008 grant.
6. The following amendments are recommended to recognize the additional revenue per the Cooperative Reimbursement Contract:

GENERAL FUND (#10100)

Expenditures

	<u>FY 2008</u>
3010301-121100-788001-27100 Circuit Court - Criminal – Transfer Out	(\$3,771,186)
3010401-121100-788001-27100 Circuit Court – Family – Transfer Out	5,229,508
9090101-196030-730800 Non-Dept Grant Match	<u>(1,458,322)</u>
Total General Fund Expenditures	<u>\$ -0-</u>

Commissioners Minutes Continued. April 10, 2008

FRIEND OF COURT (#27100)

Revenues

3010404-126030-630434 Friend of Court – CRP Contract	\$1,101,543
3010404-126030-620467 Friend of Court – Grant Match	( 6,331,051)
3010404-126030-695500-10100 Friend of Court – Transfer In	<u>5,229,508</u>
Total Friend of Court Revenue	<u>\$ -0-</u>

FINANCE COMMITTEE

(The vote for this motion appears on page 169.)

**\*REPORT (MISC. #08045)**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: BOARD OF COMMISSIONERS – SUPPORT FOR THE “STOPPED” PROGRAM**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The Public Services Committee having reviewed Miscellaneous Resolution #08045 on April 1, 2008 reports with the recommendation the resolution be adopted.

Chairperson, on behalf of the Public Services Committee, I move the acceptance of the foregoing report.

PUBLIC SERVICES COMMITTEE

MISCELLANEOUS RESOLUTION #08045

BY: Sue Ann Douglas, District #12

**IN RE: BOARD OF COMMISSIONERS - SUPPORT FOR THE “STOPPED” PROGRAM**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is the policy of the Oakland County Board of Commissioners to support programs in the form of a miscellaneous resolution; and

WHEREAS the Sheriff Telling Our Parents and Promoting Educated Drivers (“STOPPED”) is a program which is intended to save lives by alerting parents by mail if a window decal is on the vehicle requesting parental notification of unsafe driving behaviors by children under the age of 21; and

WHEREAS the STOPPED program was created in response to sobering state and national statistics which show that the risk for motor vehicle crashes is significantly higher among 16 to 19 year olds than any other age group; and

WHEREAS parental involvement and community support are critical to shaping student behavior and collaborative programs such as STOPPED can make a difference with teen driver safety; and

WHEREAS traffic accidents are the leading cause of teen fatalities; and

WHEREAS each time that a participating law enforcement officer pulls over a young person’s vehicle registered with STOPPED, parents will receive a letter which provides details on the time, location, number of passengers, reason for the stop, and whether a citation was issued; and

WHEREAS this program is a great way to demonstrate mutual concern for our young drivers and to encourage their safety; and

WHEREAS the STOPPED program was initiated by the Michigan Sheriff’s Association, sponsored by AAA Michigan, and supported by Secretary of State Terri Lynn Land; and

WHEREAS the STOPPED Program has been adopted by the Oakland County Sheriff’s Office and several other law enforcement agencies throughout Oakland County; and

WHEREAS not all law enforcement agencies throughout Oakland County and the State of Michigan are participating in the STOPPED program, which decreases its effectiveness.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners urges all law enforcement agencies in Oakland County to participate in the STOPPED program.

BE IT FURTHER RESOLVED that the Oakland County Clerk/Register of Deeds is requested to forward copies of this adopted resolution to the Police Chiefs of Oakland County, Oakland County School District Superintendents, Oakland County cities, villages and townships and the Oakland County Intermediate School District for dissemination to parent groups and all other interested parties.

Chairperson, we move the adoption of the foregoing resolution.

SUE ANN DOUGLAS, EILEEN KOWALL, JOHN SCOTT, DAVID POTTS, JIM NASH, ROBERT GOSSELIN, TIM BURNS, MARCIA GERSHENSON, KAREN SPECTOR, TIM GREIMEL, DAVID COULTER, VINCENT GREGORY, DAVID WOODWARD, MATTIE HATCHETT, JEFF POTTER, MICHAEL GINGELL, BRADFORD JACOBSEN

(The vote for this motion appears on page 169.)

**\*MISCELLANEOUS RESOLUTION #08056**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: COUNTY EXECUTIVE, EMERGENCY RESPONSE AND PREPAREDNESS - TORNADO WARNING SYSTEM EXPANSION – TOWNSHIP OF ROYAL OAK**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Oakland County Board of Commissioners by Miscellaneous Resolution No.'s 7865, 7971, and 8664 accepted federal grants to defray a portion of the costs in purchasing sirens to be utilized within the Oakland County Tornado Warning System; and

WHEREAS the County share of the costs will remain at twenty-five percent as has been the policy previously established by the Board of Commissioners by various Miscellaneous Resolutions, whereby local units pay seventy-five percent with the County being responsible for the maintenance and electrical costs for the sirens purchased; and

WHEREAS the Township of Royal Oak, has executed the attached purchase agreement; and

WHEREAS the Township of Royal Oak has agreed to pay seventy-five percent of the total estimated cost of one siren; and

WHEREAS consistent with the attached standard agreement, the Township of Royal Oak agrees that Oakland County will retain ownership of the siren and will be responsible for the maintenance and the electrical costs for said siren purchased under this agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners authorize the contract with the Township of Royal Oak for the purchase of one tornado siren.

BE IT FURTHER RESOLVED that the expenditure of this appropriation is contingent upon the execution of the attached written agreement between the County and the Township of Royal Oak.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

Copy of Township of Royal Oak Tornado Sirens Budget Summary on file in County Clerk's office.

**SEVERE WEATHER WARNING SYSTEM INTERLOCAL AGREEMENT  
BETWEEN OAKLAND COUNTY AND ROYAL OAK TOWNSHIP**

This Interlocal Agreement ("the Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and Royal Oak Township, 21131 Garden Lane, Ferndale, Michigan 48220 ("Municipality"). In this Agreement, the County and the Municipality may also be referred to individually as "Party" or jointly as "Parties."

**PURPOSE OF AGREEMENT.** Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 *et seq.*, the County and the Municipality enter into this Agreement for the purpose of adding the Municipality to the County's outdoor warning system.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. DEFINITIONS. The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows.
  - 1.1. Claim means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such Claim is brought in law or equity, tort, contract, or otherwise.
  - 1.2. County means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, any and all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors.
  - 1.3. Municipality means Royal Oak Township, a Constitutional Corporation including, but not limited to, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, volunteers, and/or any such persons' successors.
2. COUNTY RESPONSIBILITIES. Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the County shall provide the following:
  - 2.1. Install one (1) siren within the Municipality at the location designated by the Municipality.
  - 2.2. Provide for maintenance of the siren.
  - 2.3. Provide for electrical costs of the siren.
3. MUNICIPALITY'S RESPONSIBILITIES. Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the Municipality shall provide the following:
  - 3.1 Pay seventeen-thousand, two-hundred and fifty dollars (\$17,250) for the installation of the siren. Payment is to be made within thirty (30) days after installation of the siren.
  - 3.2 Provide operational status reporting during the first Saturday of the month siren test (March through November).
  - 3.3 Bear all costs associated with any siren relocation.
  - 3.4 Municipality acknowledges that the County will retain ownership of the siren.
  - 3.5 To the maximum extent provided by law, if there is any amount past due under this Agreement, the Licensor has the right to set-off that amount from any amount due to the Municipality from the Licensor, including, but not limited to distributions from the Delinquent Tax Revolving Fund.
4. DURATION OF INTERLOCAL AGREEMENT.
  - 4.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed with the Clerk of each County where the Parties are located. The Agreement shall be filed with the Secretary of State of the State of Michigan pursuant to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.
  - 4.2. This Agreement shall remain in effect until cancelled or terminated by either Party pursuant to Section 10.
5. ASSURANCES.
  - 5.1. Each Party shall be responsible for its own acts and the acts of its employees, agents, and subcontractors, the costs associated with those acts, and the defense of those acts.
6. TERMINATION OR CANCELLATION OF AGREEMENT.
  - 6.1. Either Party may terminate or cancel this Agreement for any reason upon thirty (30) days notice before the effective date of termination or cancellation. The effective date for termination or cancellation shall be clearly stated in the notice.
  - 6.2. The Parties shall not be obligated to pay a cancellation or termination fee, if this Agreement is cancelled or terminated as provided herein.
7. SUSPENSION OF SERVICES. Upon notice to the Municipality, the County may immediately suspend this Agreement or the Municipality's participation in the outdoor warning system, if the Municipality has failed to reasonably comply, within the County's discretion, with federal, state, or local law, or any requirements contained in this Agreement. The right to suspend services is in addition to the right to

terminate or cancel this Agreement contained in Section 10. The County shall incur no penalty, expense, or liability if services are suspended under this Section.

8. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or Municipality.
9. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this Agreement, and properly promulgated amendments to those Exhibits.
10. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
11. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
12. RESERVATION OF RIGHTS. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
13. FORCE MAJEURE. Each Party shall be excused from any obligations under this Agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
14. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
15. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.
16. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
17. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning.
18. NOTICES. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the department listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
  - 18.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Emergency Response and Preparedness, 1200 N. Telegraph, County Service Center, Pontiac, MI 48341 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Building 12 East Pontiac, Michigan 48341.

18.2 If Notice is sent to the Municipality, it shall be addressed to: The Chief Elected Official of the Municipality at the address listed on the first page of this Agreement.

18.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

19. GOVERNING LAW/CONSENT TO JURISDICTION. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the Fifth District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court.

20. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the Agreement or other persons as authorized by the Parties' governing body.

21. ENTIRE AGREEMENT. This Agreement represents the entire Agreement and understanding between the Parties. This Agreement supercedes all other oral or written Agreements between the Parties including previous siren purchase agreements. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

\_\_\_\_\_  
Authorized Agent of Municipality

\_\_\_\_\_  
County Executive

\_\_\_\_\_  
Date

FISCAL NOTE (MISC. #08056)

BY: Finance Committee, Mike Rogers, Chairperson

IN RE: COUNTY EXECUTIVE, EMERGENCY RESPONSE AND PREPAREDNESS – TORNADO WARNING SYSTEM EXPANSION – TOWNSHIP OF ROYAL OAK

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above-referenced resolution and finds:

1. The resolution recognizes that Royal Oak Township has issued a purchase agreement for the purchase of one (1) warning siren and has requested to become part of the County's centrally activated tornado warning system.
2. The total cost of the siren is \$23,000.
3. The Township of Royal Oak has agreed to pay \$17,250, seventy-five percent (75%) of the estimated cost of the sirens.
4. The County of Oakland will pay twenty-five percent (25%) of the estimated cost, \$5,750.
5. Consistent with past agreements, the County will retain ownership and be responsible for the maintenance and electrical costs for the sirens.
6. Funds are available in the Fiscal Year 2008 Emergency Response and Preparedness budget to cover cost.
7. No additional budget amendments are necessary.

FINANCE COMMITTEE

(The vote for this motion appears on page 169.)

Commissioners Minutes Continued. April 10, 2008

Vote on resolutions on the Consent Agenda:

AYES: Burns, Coulter, Crawford, Douglas, Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack, Bullard. (21)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolutions (with fiscal notes attached) on the Consent Agenda were adopted (with accompanying reports being accepted).

Commissioner Mike Rogers stated there were no items to report for the Finance Committee on the Regular Agenda.

Commissioner Christine Long stated there were no items to report for the Finance Committee on the Regular Agenda.

**REPORT (MISC. #08055)**

BY: Finance Committee, Mike Rogers, Chairperson

**IN RE: HUMAN RESOURCES DEPARTMENT – SALARY ADMINISTRATION PLAN 1ST QUARTERLY REPORT FOR FISCAL YEAR 2008**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

The Finance Committee, having reviewed the above-referenced Miscellaneous Resolution #08055, reports with a recommendation that the NOW THEREFORE BE IT RESOLVED paragraph of the resolution be amended to correct the following classifications:

<u>Classification</u>	<u>Salary Grade</u>		<u>Position Number</u>
	<u>From</u>	<u>To</u>	
Retitle eleven (11) GIS/CAD Technician I	9	9	6010105-09092
To a new class titled <i>Drain-GIS/CAD Technician I</i>			6010105-09091
			6010105-10245
			6010105-10246
			6010105-06523
			6010105-02137
			6010105-09981
			6010105-07085
			6010105-01755
			6010305-09273
			6010317-01815

Chairperson, on behalf of the Finance Committee, I move acceptance of the foregoing report.

FINANCE COMMITTEE

**MISCELLANEOUS RESOLUTION #08055**

BY: Personnel Committee, Thomas F. Middleton, Chairperson

**IN RE: HUMAN RESOURCES DEPARTMENT - SALARY ADMINISTRATION PLAN 1ST QUARTERLY REPORT FOR FISCAL YEAR 2008**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the Salary Administration Plan approved by the Board of Commissioners for Salary Grades 1 - 21 provides a process for departments and employees to request a review of the salary grade placement of classifications; and

WHEREAS the 1st Quarterly Report for Fiscal Year 2008 identifies the job studies conducted and the salary grade changes recommended by the Human Resources Department after completion of this review process; and

WHEREAS funding is available in the Classification and Rate Change fund to implement GF/GP salary grade changes resulting from this Salary Administration Quarterly Report recommendations.

NOW THEREFORE BE IT RESOLVED that the Oakland Board of Commissioners authorizes implementation of the Salary Administration Plan 1st Quarterly Report for Fiscal Year 2008, which includes the following classification changes:

<u>Classification</u>	<u>Salary Grade</u>		<u>Position Number</u>
	<u>From:</u>	<u>To:</u>	
Retitle one (1) Chief Technical Services to a new class titled <i>Chief eGovernment Services</i>	-	-	1080705-00941
One (1) GIS/CAD Technician II to a new class titled <i>Drain-GIS/CAD Technician II</i>	11	11	6010105-00313
Retitle ten(10) GIS/CAD Technician I to a new class titled <i>Drain-GIS/CAD Technician I</i>	9	9	6010105-09092 6010501-10245 6010501-10246 6010501-06523 6010501-02137 6010501-09981 6010501-07085 6010501-01755 6010501-09273 6010501-01815
One (1) Maintenance Planner II to a new class titled <i>Construction Planner</i>	11	12	1040801-00713
Laboratory Supervisor	12	13	1060212-00399
Director Elections	15	16	2010301-01186
One (1) Election Specialist position	10	11	2010301-02373
One (1) Election Specialist to a new class titled <i>Communications Specialist - Clerk Register of Deeds</i>	10	11	2010301-10362
One (1) Office Leader to a new class titled <i>Assistant Elections Specialist</i>	7	9	2010301-08022
One (1) User Support Specialist II to a new class titled <i>Plat and Boundary Review Specialist</i>	12	13	2010401-09329

Chairperson, on behalf of the Personnel Committee, I move adoption of the foregoing resolution.

PERSONNEL COMMITTEE

FISCAL NOTE (MISC. #08055)

BY: Finance Committee, Mike Rogers, Chairperson

IN RE: HUMAN RESOURCES DEPARTMENT – SALARY ADMINISTRATION PLAN 1ST QUARTERLY REPORT FOR FISCAL YEAR 2008

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

Pursuant to Rule XII-C of this Board, the Finance Committee has reviewed the above referenced resolution and finds:

1. The Human Resources Department, with approval from the Board of Commissioners, provides a process for departments and employees requesting a review of the salary grade placement classifications for Grades 1 – 21.
2. One (1) General Fund Maintenance Planner II position in Facilities Engineering – Administration will be upgraded from a grade 11 to a grade 12, at an annual cost of \$5,149 and \$2,179 for the remainder of Fiscal Year 2008 in salaries and fringe benefits, and reclassified as a *Construction Planner*.
3. One (1) General Purpose Fund (Health Fund) Laboratory Supervisor in the Health/Laboratory will be upgraded from a grade 12 to a grade 13, at an annual cost of \$4,942 and \$2,091 for the remainder of Fiscal Year 2008 in salaries and fringe benefits.
4. The Clerks - Election Division will have the following position classification changes:  
 Director – Elections will be upgraded from a grade 15 to a grade 16, at an annual cost of \$5,582 and \$2,361 for the remainder of Fiscal Year 2008 in salaries and fringe benefits.

One (1) Election Specialist position will be upgraded from a grade 10 to a grade 11, at an annual cost of \$4,082 and \$1,727 for the remainder of Fiscal Year 2008 in salaries and fringe benefits.

One (1) Election Specialist position will be upgraded from a grade 10 to a grade 11, at an annual cost of \$3,711 and \$1,570 for the remainder of Fiscal Year 2008 in salaries and fringe benefits, and retitled as *Communications Specialist – Clerk/Register of Deeds*.

One (1) Office Leader position will be upgraded from a grade 7 to a grade 9, at an annual cost of \$2,325 and \$984 for the remainder of Fiscal Year 2008 in salaries and fringe benefits, and retitled as *Assistant Elections Specialist*.

5. One (1) User Support Specialist II in Clerks/Register of Deeds/Administration will be upgraded from a grade 12 to a grade 13 at an annual cost of \$4,942 and \$2,091 for the remainder of Fiscal Year 2008 in salaries and fringe benefits, and reclassified as a *Plat and Boundary Review Specialist*.
6. The following positions will be titled, with no change in salary grade:
  - One (1) Chief Technical Services position in Information Technology/e-Government to *Chief – eGovernment Services*
  - One (1) GIS/CAD Technician II position in Drain Commissioner/GIS and Mapping Services to *Drain – GIS/CAD Technician II*
  - Eleven (11) GIS/CAD Technician I positions in Drain Commissioner/Survey and Drain Commissioner/GIS and Mapping Services to *Drain – GIS/CAD Technician I* positions.
7. The classification changes and upgrades will be effective April 12, 2008.
8. A budget amendment to the Fiscal Year 2008 and Fiscal Year 2009 Budget is requested as follows:

<u>GENERAL FUND (#10100)</u>	<u>FY 2008</u>	<u>FY 2009</u>
<u>Expenditures</u>		
9090101-196030-740037 Non-Dept – Class and Rate Change	(\$13,003)	(\$30,733)
1040801-148020-702010 Fac. Engin. – Admin. - Salaries	1,564	3,696
1040801-148020-722740 Fac. Engin. – Admin. – Fringe Ben.	615	1,453
2010301-185010-702010 Clerk/Elections – Salaries	4,768	11,270
2010301-185010-722740 Clerk/Elections – Fringe Ben	1,874	4,430
2010401-172190-702010 Clerk/ROD-Admin – Salaries	1,501	3,548
2010401-172190-722740 Clerk/ROD-Admin – Fringe Ben.	590	1,394
9010101-134860-788001-20221 Transfer Health Fund	<u>2,091</u>	<u>4,942</u>
Total General Fund Exp.	<u>\$ -0-</u>	<u>\$ -0-</u>
 <u>HEALTH FUND (#20221)</u>		
<u>Revenues</u>		
9090101-134860-695500-10100 Transfer from General Fund	\$ 2,091	\$ 4,942
<u>Expenditures</u>		
1060212-133120-702010 Health/Laboratory – Salaries	\$ 1,501	\$ 3,548
1060212-133120-722740 Health/Laboratory – Fringe Benefits	<u>590</u>	<u>1,394</u>
Total Expenditures	<u>\$ 2,091</u>	<u>\$ 4,942</u>
Change in Fund Equity	<u>\$ -0-</u>	<u>\$ -0-</u>

FINANCE COMMITTEE

Moved by Middleton supported by Burns the resolution (with fiscal note attached) be adopted.

Moved by Middleton supported by Burns the Finance Committee Report be accepted.

A sufficient majority having voted in favor, the report was accepted.

Moved by Middleton supported by Burns the resolution be amended to coincide with the recommendation in the Finance Committee Report.

A sufficient majority having voted in favor, the amendment carried.

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Vote on resolution, as amended:

AYES: Coulter, Crawford, Douglas, Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack, Bullard, Burns. (21)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolution (with fiscal note attached), as amended, was adopted.

**MISCELLANEOUS RESOLUTION #08062**

BY: Planning and Building Committee, Sue Ann Douglas, Chairperson

**IN RE: PLANNING AND ECONOMIC DEVELOPMENT SERVICES DIVISION RESOLUTION APPROVING PROJECT PLAN (HIGHLAND UNITED METHODIST CHURCH PROJECT) – CHARTER TOWNSHIP OF HIGHLAND**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS The Economic Development Corporation of the County of Oakland (the "EDC") has recommended that the Board of Commissioners approves the Project Plan required by the Economic Development Corporations Act (the "Act") for the captioned Project, a copy of which has been presented to this meeting (the "Project Plan"); and

WHEREAS the EDC's recommendations to the Board of Commissioners were based upon its determinations that the Project is reasonable and necessary to effectuate the purposes of the Act, that the Project Plan satisfies all of the requirements of the Act regarding project plans and that a letter of credit issued by a financial institution acceptable to the EDC will be available to pay debt service; and

WHEREAS the governing body of the Charter Township of Highland, Oakland County, Michigan, has also approved the Project Plan and given its consent to the exercise of jurisdiction over the Project by the EDC; and

WHEREAS the Board of Commissioners has held a public hearing to consider whether the Project Plan constitutes a public purpose as contemplated by the Act; and

WHEREAS the Board of Commissioners, following such public hearing and its review of the Project Plan, hereby certifies, approves and concurs in the determinations of the EDC with respect thereto.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners hereby determines that the Project Plan constitutes a public purpose as contemplated by the Act.

BE IT FURTHER RESOLVED that the Oakland County Board of Commissioners hereby certifies and approves the Project Plan.

BE IT FURTHER RESOLVED that the EDC is hereby authorized to take such steps as are necessary to implement the Project and the financing thereof by the issuance of its limited obligation revenue bonds as contemplated by the Project Plan.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to provide four certified copies of this resolution to the Assistant Secretary of the Board of the EDC.

Chairperson, on behalf of the Planning and Building Committee, I move the adoption of the foregoing resolution.

PLANNING AND BUILDING COMMITTEE

Copy of the Economic Development Corporation of Oakland County Highland United Methodist Church Project Plan on file in County Clerk's office.

Moved by Douglas supported by Bullard the resolution be adopted.

AYES: Crawford, Douglas, Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack, Bullard, Burns, Coulter. (21)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolution was adopted.

**MISCELLANEOUS RESOLUTION #08063**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: PUBLIC SERVICES DEPARTMENT/MEDICAL EXAMINER DIVISION - DISCONTINUATION OF INTERLOCAL AGREEMENT WITH GENESEE COUNTY MEDICAL EXAMINER FOR MEDICAL EXAMINER SERVICES AND THE DELETION OF POSITIONS TIED TO THE CONTRACT**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS in 2004 the County of Genesee requested that the County of Oakland provide the services of the Oakland County Medical Examiner; and

WHEREAS Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., Oakland and Genesee County entered into a Joint Operating Agreement for the purposes of providing the services of the Oakland County Medical Examiner's Office to Genesee County; and

WHEREAS this agreement was approved by the Oakland County Board of Commissioners through passage of Miscellaneous Resolution #04254; and

WHEREAS this agreement was extended per Miscellaneous Resolution #06211 through 9/30/07; and

WHEREAS a total of seven positions were created to process the caseload under this Interlocal Agreement; and

WHEREAS Genesee County gave notice of their desire to discontinue this Interlocal Agreement as of September 30, 2007; and

WHEREAS continuation of the positions was contingent upon continuation of sufficient revenue generated from the Genesee County Interlocal Agreement; and

WHEREAS the Oakland County Medical Examiner Division is requesting to delete the positions tied to the contract; and

WHEREAS one (1) of the seven (7) positions has since been funded through another source, therefore, leaving a total of six (6) positions to be deleted.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approve the deletion of six (6) positions associated with the Genesee Interlocal agreement for Medical Examiner services.

BE IT FURTHER RESOLVED the positions requested to be deleted:

- Two (2) PTNE Autopsy Attendant positions (1070601-10290 and 10291)
- One (1) Family Service Counselor position (1070601-10289)
- Two (2) PTNE Office Assistant II position (1070601-10292 and 10293)
- One (1) Medical Examiner Investigator position (1070601-10287)

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

The Chairperson referred the resolution to the Personnel Committee. There were no objections.

**MISCELLANEOUS RESOLUTION #08064**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: SHERIFF'S OFFICE - CONTRACT AMENDMENT #2 FOR LAW ENFORCEMENT SERVICES IN THE CHARTER TOWNSHIP OF BRANDON 2004-2008**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with Townships, Villages and Cities for the purpose of providing Sheriff patrol services; and

WHEREAS for several years the County of Oakland and the Oakland County Sheriff have contracted with the Charter Township of Brandon, to provide law enforcement services to this community; and

WHEREAS the Charter Township of Brandon has contracted with the Oakland County Sheriff's Office to provide law enforcement services for the Township (Miscellaneous Resolution #03348); and

WHEREAS the current Law Enforcement Services Agreement with the Charter Township of Brandon will expire on December 31, 2008; and

WHEREAS paragraph 24 of the 2004-2008 Law Enforcement Services Agreement with the Charter Township of Brandon allows for an amendment to this agreement; and

WHEREAS the Charter Township of Brandon is requesting the addition of one (1) Deputy I (no-fill); and

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WHEREAS the Sheriff has agreed to add one (1) Deputy I (no-fill) for the Charter Township of Brandon under the terms of this agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the addition of one (1) Deputy I (no-fill) in accordance with the Oakland County Sheriff's Department 2004-2008 Law Enforcement Services Agreement with the Charter Township of Brandon.

BE IT FURTHER RESOLVED that one (1) GF/GP Deputy I position be created effective April 26, 2008. Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

Copy of Schedule A-1, as amended on April 26, 2008, Sheriff's Deputies Contracted for and to be Assigned to Municipality on file in County Clerk's office.

The Chairperson referred the resolution to the Personnel Committee and the Finance Committee. There were no objections.

**MISCELLANEOUS RESOLUTION #08065**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: SHERIFF'S OFFICE - CONTRACT FOR AUXILIARY DEPUTY SERVICES IN THE CHARTER TOWNSHIP OF BLOOMFIELD 2008**

To the Oakland County Board of Commissioners  
Chairperson, Ladies and Gentlemen:

WHEREAS it is policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contracts with local units of government for the purpose of providing Sheriff patrol services; and WHEREAS Miscellaneous Resolution #03265 adopted October 2, 2003, established the standard law enforcement services overtime rates for the period 2004-2008; and

WHEREAS the Charter Township of Bloomfield has requested that the Oakland County Sheriff provide patrol services to the citizens of the Township for special events within the Township; and

WHEREAS the Charter Township of Bloomfield has requested that a contract for special events on an overtime basis be authorized; and

WHEREAS the Sheriff has agreed to contract for this service with the Charter Township of Bloomfield.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached contract with the Charter Township of Bloomfield for special events on an overtime basis at rates established by this Board.

BE IT FURTHER RESOLVED that this contract would take effect upon execution of both parties.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

Copy of Contract for Auxiliary Sheriff's Deputy Services for the Charter Township of Bloomfield, Attachment A – Sheriff's Deputy Hourly Overtime Cost Rate and Attachment B – Charter Township of Bloomfield Request for Auxiliary O.C.S.O. Deputy Services on file in County Clerk's office.

The Chairperson referred the resolution to the Finance Committee. There were no objections.

**MISCELLANEOUS RESOLUTION #08066**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: SHERIFF'S OFFICE - PAINT CREEK TRAILWAYS CONTRACT FOR LAW ENFORCEMENT SERVICES FOR THE 2008 SEASON**

To the Oakland County Board of Commissioners  
Chairperson, Ladies and Gentlemen:

WHEREAS it is the policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contractual agreements for the purpose of Law Enforcement Patrol Services; and

WHEREAS the Paint Creek Trailways Commission has requested a contract between the County and Paint Creek Trailways for Law Enforcement Patrol Services for the 2008 season; and

WHEREAS the Sheriff's Office, in conjunction with the Paint Creek Trailways, is proposing to contract for services per the attached agreement for Part Time Non-Eligible Mounted Deputies; and

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WHEREAS the rates for the 2008 season are included in the contract and approved by the Department of Management and Budget; and

WHEREAS Corporation Counsel has approved this contract.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners authorizes the Chairperson of the Board and the Oakland County Sheriff to enter into the attached agreement with the Paint Creek Trailways for the purpose of Law Enforcement Patrol Services at the rates included in the attached contract.

BE IT FURTHER RESOLVED that continuation of the additional 500 hours added per Miscellaneous Resolution #06129 are contingent upon renewal of this agreement.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

Copy of letter from Kristen Myers, Trail Manager, Paint Creek Trailways Commission, and Paint Creek Trailways Contract for Sheriff Law Enforcement Services 2008 on file in County Clerk's office.

The Chairperson referred the resolution to the Finance Committee. There were no objections.

**MISCELLANEOUS RESOLUTION #08067**

BY: Public Services Committee, Jeff Potter, Chairperson

**IN RE: SHERIFF'S OFFICE - CAMP DEARBORN CONTRACT FOR LAW ENFORCEMENT SERVICES FOR THE 2008/2009/2010 SEASONS**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS it is the policy of the Oakland County Board of Commissioners to permit the Sheriff's Office to enter into contractual agreements for the purpose of Law Enforcement Patrol Services; and

WHEREAS Miscellaneous Resolution #05097 approved a three year contract between the City of Dearborn and the County; and

WHEREAS the City of Dearborn has requested to renew the contract between the County and the City of Dearborn for Law Enforcement Patrol Services at Camp Dearborn for the 2008/2009/2010 seasons; and

WHEREAS the Sheriff's Office in conjunction with the City of Dearborn is proposing to continue contracting for services per the attached agreement for one (1) Deputy II and three (3) Deputy I's as assigned, and ten (10) part-time non-eligible Park Deputies (Pos. #07157, 07158, 07159, 07160, 07161, 07162, 07163, 07164, 07165, and 07166); and

WHEREAS the rates for 2008/2009/2010 seasons are included in the contract and approved by the Department of Management and Budget.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners authorizes the Chairperson of the Board and the Oakland County Sheriff to enter into the attached agreement with the City of Dearborn for the purpose of Law Enforcement Patrol Service at the rates included in the attached contract.

Chairperson, on behalf of the Public Services Committee, I move the adoption of the foregoing resolution.

PUBLIC SERVICES COMMITTEE

Copy of 2008 – 2010 Contract for Camp Dearborn Police Protection on file in County Clerk's office.

The Chairperson referred the resolution to the Finance Committee. There were no objections.

**MISCELLANEOUS RESOLUTION #08068**

BY: Commissioner Eileen Kowall, District 6

**IN RE: BOARD OF COMMISSIONERS – DECLARE APRIL SEXUAL ASSAULT AWARENESS MONTH IN OAKLAND COUNTY**

To the Oakland County Board of Commissioners

Chairperson, Ladies and Gentlemen:

WHEREAS the month of April is Sexual Assault Awareness Month; and

WHEREAS sexual assault is a crime that does not discriminate against its victims, as both men and women, young and old are victimized by sexual assault; and

WHEREAS over 5,000 incidents of sexual assault were reported last year in Michigan; and

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WHEREAS it is estimated that about 58% of sexual assaults remain unreported, making sexual assault one of the most underreported crimes in America; and

WHEREAS one in six American women and one in 33 American men has experienced an attempted or completed sexual assault as a child and/or as an adult; and

WHEREAS the Oakland County Board of Commissioners has supported the work of HAVEN, which for 30 years has been working toward eliminating domestic violence and sexual assault and providing services to sexual assault victims in Oakland County; and

WHEREAS the Oakland County Board of Commissioners recognizes and supports the efforts of all who labor on behalf of sexual assault victims.

NOW THEREFORE BE IT RESOLVED that Oakland County Board of Commissioners declares April to be Sexual Assault Awareness Month in Oakland County.

Chairperson, we move adoption of the foregoing resolution.

EILEEN KOWALL, HUGH CRAWFORD,  
CHRISTINE LONG, MICHAEL GINGELL,  
THOMAS MIDDLETON, JOHN SCOTT, JEFF  
POTTER, SUE ANN DOUGLAS, MIKE  
ROGERS, DAVID POTTS, TIM BURNS,  
ROBERT GOSSELIN, DAVID COULTER, BILL  
BULLARD, KAREN SPECTOR, MATTIE  
HATCHETT, MARCIA GERSHENSON,  
HELAINÉ ZACK, TIM GREIMEL, DAVID  
WOODWARD, VINCENT GREGORY

Moved by Kowall supported by Burns to suspend the rules and vote on MISCELLANEOUS RESOLUTION #08068 – BOARD OF COMMISSIONERS – DECLARE APRIL SEXUAL ASSAULT AWARENESS MONTH IN OAKLAND COUNTY.

Vote on motion to suspend the rules:

AYES: Douglas, Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack, Bullard, Burns, Coulter, Crawford. (21)

NAYS: None. (0)

A sufficient majority having voted in favor, the motion to suspend the rules and vote on MISCELLANEOUS RESOLUTION #08068 – BOARD OF COMMISSIONERS – DECLARE APRIL SEXUAL ASSAULT AWARENESS MONTH IN OAKLAND COUNTY carried.

Moved by Kowall supported by Burns the resolution be adopted.

AYES: Gershenson, Gingell, Gosselin, Gregory, Greimel, Hatchett, Kowall, Long, Middleton, Potter, Potts, Rogers, Scott, Spector, Woodward, Zack, Bullard, Burns, Coulter, Crawford, Douglas. (21)

NAYS: None. (0)

A sufficient majority having voted in favor, the resolution was adopted.

The Board adjourned at 10:55 a.m. to the call of the Chair on April 24, 2008, at 9:30 a.m.

RUTH JOHNSON  
Clerk

BILL BULLARD, JR.  
Chairperson