

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

FULL BOARD

Hall of Justice

990 Terrace, Muskegon, MI

December 21, 2010 - 3:30 PM

Kenneth Mahoney, Chair

Charles Nash, Vice-Chair

1. Call to Order
2. Invocation
3. Pledge of Allegiance
4. Roll Call
5. Approval of Agenda
6. Approval of Minutes of December 9, 2010 (Previously Forwarded)
7. Presentation
 - A. Tribute to Mona Shores Girls Golf Team Division 2 State Champions
 - B. Tribute to Reeths-Puffer High School Marching Band State Champions
8. Public Comment (on an agenda item)
9. Communication
 - County of Lake; Resolution #1244; In Support of House Bill 6535
10. Committee Reports
 - A. Community Development/Strategic Planning Committee (Page 4)
 - B. Board of Public Works (Page 5)
 - C. Transportation Committee (Page 6)
 - D. Ways & Means Committee (Pages 7 & 8)

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to **two (2) minutes** for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

Full Board
Agenda
December 21, 2010

11. Chairman's Report/Committee Liaison Reports
 - Road Commission Appointment
12. Administrator's Report
 - A. Approve Contract for Corporate Counsel Services with Theodore N. Williams, Jr., and Williams, Hughes & Cook, PLLC
 - B. Authorize County Administrator to Enter into Agreement with ADP for Purpose of Processing Payroll
 - C. Authorize County Administrator to Enter into Agreement with Plante Moran for the Purpose of Providing ERP/IT Consulting Services
 - D. Authorize the County Administrator to Sign the 2011 State Survey Remonumentation Program Grant and Submit to State
13. Old Business
14. New Business
15. Public Comment (on a new topic)
16. Adjournment

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

COUNTY OF LAKE
STATE OF MICHIGAN
RESOLUTION IN SUPPORT OF HOUSE BILL 6535 - BOARD OF COMMISSIONERS
11/24/2010 #1244

WHEREAS, the Federally-funded Low Income Home Energy Assistance Program ("LIHEAP") began in 1982 to assist low-income households that pay a high percentage of their income for home energy bills; and

WHEREAS, LIHEAP funds are allocated by the U.S. Department of Health and Human Services to the states as a block grant and are then disbursed under programs designed by the individual states. LIHEAP remains totally dependent on the federal appropriations process for its funding, meaning that the amount granted to the program varies from year to year; and

WHEREAS, the weatherization programs have been implemented at the local level for more than three decades by the 30 member agencies which make up the Michigan Community Action Agency Association ("MCAAA"); and

WHEREAS, States may choose to allocate up to 15 percent of their funding for low-cost residential weatherization or other energy-related home repair and up to 25 percent if they meet certain conditions and obtain a waiver from the federal government; and

WHEREAS, reportedly, 46 states set aside a certain percentage or portion of their funding for this purpose, however, Michigan is one of the few states that does not; and

WHEREAS, LIHEAP funding is the only weatherization funding which can be used to repair or replace doors, windows, roofs or furnaces in the homes; and

WHEREAS, once a home is fully weatherized, the homeowner's energy bills are reduced by 25 to 30 percent, saving them and the state money which can be used to support others with home energy assistance.

THEREFORE BE IT RESOLVED that the Lake County Board of Commissioners hereby urges Michigan Legislators to support House Bill 6535.

BE IT FURTHER RESOLVED that the Lake County Clerk be directed to forward copies of this resolution to Governor Jennifer Granholm, Michigan State Senators and State Representatives, Michigan Association of Counties, and the other 82 Counties in the State of Michigan.

STATE OF MICHIGAN)

)SS

COUNTY OF LAKE)

I, Shari Gibbs, Deputy Clerk of the Board of Commissioners for the County of Lake, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the Board at its Regular Meeting on November 24, 2010.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County of Lake this 24th day of November, 2010 at Baldwin, Michigan.

Shari Gibbs, Deputy Clerk of the Board

The Community Development/Strategic Planning Committee met on December 16, 2010, it was recommended and I move:

CD/SP10/12 - 19 To approve the resolution of support for the West Michigan Pike/US 31 becoming a designated heritage route.

The Board of Public Works met on November 16, 2010, approved and recommends to the Board of Commissioners the separation of the Public Works Department to create two departments, the Wastewater Department and the Public Works Department and to approve the promotion of the Deputy Director for Public Works to the Public Works Department Director (\$71,827 - \$91,468) and the Deputy Director for Wastewater to the Wastewater Department Director (\$71,827 - \$91,468).

The Transportation Committee met on December 16, 2010; it was recommended, and I move:

- TR10/12-54 To approve the Muskegon Area Transit System's FTA Drug and Alcohol Substance Abuse Policy and Testing Program, dated October 1, 2010.

- TR10/12-55 To authorize award of RFP 10-1824 for a Muskegon Area Transit System Downtown Intermodal Facility Siting and Conceptual Design Study to the Corradino Group of Michigan for the sum of \$36,841.

- TR10/12-56 To approve a Concession/Lease Agreement between the County and Paula Gould D/B/A The Brownstone Restaurant, a full-service restaurant located in the Airport terminal building and further authorize the Chairman and Clerk to execute the agreement.

- TR10/12-57 To approve an Agreement for Lease of Premises and Providing of Fixed Base Operating Services between the County and Executive Air Transport, Inc., allowing Executive Air Transport, Inc. to continue providing aeronautical services to the public at the Airport and further authorize the Chairman and Clerk to execute the agreement.

- TR10/12-58 To approve an Easement for Overhead Power Lines between Consumers Energy Company and the County in the amount of \$12,000 and further authorize the Chairman to execute the agreement.

The Ways and Means Committee met on December 14, 2010, it was recommended, and I move:

- WM10/12 - 211 To approve payment of the accounts payable of \$3,354,335.48 covering the period of November 25, 2010 through December 7, 2010 as presented by the County Clerk.
- WM10/12 - 212 To purchase two acres of land from the Muskegon County YFCA at a cost not to exceed \$245,000 and to authorize the County Board Chairman to sign the documents to complete the purchase.
- WM10/12 - 213 To approve the Lakeshore Museum Center Resolution and approve a special millage to allow a ballot question (language attached) be placed on the election scheduled for May 3, 2011 for the purpose of submitting a renewal of millage for a period of ten years.
- WM10/12 - 214 To award the Muskegon County Jail Assessment and Screening contract to West Michigan Therapy in the amount of \$68,180 and to authorize the County Board Chairman to execute the contract with West Michigan Therapy.
- WM10/12 - 215 To authorize Human Resources to upgrade the Microcomputer Analyst Position #X56009 to an Information Systems Technician III and that the Information Systems Technician III position be posted with a salary not to exceed \$61,826.
- WM10/12 - 216 To authorize Joseph W. Siedenstrang, Accounting Manager, to purchase nine (9) months of MERS generic service credit at a cost of \$16,709.00 as provided by the MERS Plan Document and in keeping with the County policy regarding purchase of generic service credit with 100 percent of the total actuarial cost being paid by the employee.
- WM10/12 - 217 To authorize Charles Buzzell, County Commissioner, to purchase up to five (5) years of MERS generic service credit at a cost provided by the MERS Plan Document and in keeping with the County policy regarding purchase of generic service credit with 100 percent of the total actuarial cost being paid by the employee.
- WM10/12 - 218 To approve the continued membership for Muskegon County with the Michigan Municipal Risk Management Authority for general liability and property insurance coverage with a 2011 annual contribution of \$872,165.
- WM10/12 - 219 To award the proposal to Northcoast Administrative Consultants, Inc., for a one year contract renewable for up to two additional years based upon performance and the availability of funding, for consulting services to provide financial and operational monitoring services.
- WM10/12 - 220 To approve the purchase of Airport Liability insurance from Old Republic Insurance Company for the premium amount of \$8867 for the period of 01/01/11 to 01/01/12.

- WM10/12 - 221 To authorize the Human Resources/Employment & Training staff restructuring plan: 1) title change of Workforce Development Quality Services Manager (BP#X96501) to Workforce Improvement Manager; 2) title change of Workforce Development Grants/Contracting Aide (BP#N87501) to Policy Specialist; 3) title change of Workforce Development Grants/Contracting Aide (BP#N87502) to Program Specialist; 4) title change of Workforce Development Data Specialist (BP#N87301) to Compliance Specialist; 5) reclassify Clerk II (BP#G20079) to Procurement Specialist (NO00180); and 6) reclassify the Microcomputer Analyst (BP#N52401) to Operations Manager (NX00260).
- WM10/12 - 222 To authorize Human Resources/Employment & Training to solicit proposals for a one (1) year contract renewable for up to three (3) additional years based upon performance and the availability of funding, for a service provider to provide Michigan Works Muskegon/Oceana with workforce intelligence for Oceana County.
- WM10/12 - 223 To approve the Contract Change Order #1 for Video Tech Tronics for the Hall of Justice 1 & 2 renovation project for an additional \$25,214.00 bringing the total contract amount to \$104,136.00 with costs being paid from the Hall of Justice renovation fund 4130-4131.
- WM10/12 - 224 To approve the initiation of the bid process for the Sheriff to purchase five defibrillators for the jail.
- WM10/12 - 225 To approve acceptance of the FY2011 DNRE Snowmobile Law Enforcement Program Grant in the amount of \$7,000 and to adjust the County's budget accordingly.
- WM10/12 - 226 To approve the submission of the calendar year 2011 Marine Safety Grant application for operating costs in the amount of \$155,517 and the equipment request in the amount of \$172,096.
- WM10/12 - 227 To accept the grant funds from the Michigan State Police in the amount of \$69,822.00 to fund a detective position in the Sheriff's Office for the West Michigan Enforcement Team and to authorize the Chairman of the County Board of Commissioners, the County Administrator and the Sheriff to sign the Byrne Justice Assistance Grant Program Subcontract.

Special Millage Ballot Question

Shall the millage previously authorized by Muskegon County voters in 2001 for the purpose of providing funds to be appropriated for the operation, maintenance and continuing development of the Muskegon County Museum doing business as the Lakeshore Museum Center and it's properties, including without limitation the Hackley and Hume Historic Site, the Scolnik House of the Depression Era, the Firebarn Museum, and the Michigan Heritage Park at Hilt's Landing, be renewed and continued (and the constitutional limitation on the amount of taxes which may be assessed against all property in the County of Muskegon continue to be increased) by an amount not to exceed the rate of .325 of a mill, the same being 32-1/2 cents on each one thousand dollars of taxable value of said property, for a period of ten (10) years, being 2011 through 2020, inclusive? This is a renewal of the previously authorized millage, which, if approved and levied in its entirety on December 1, 2011, would raise an estimated \$1,500,000.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Administration		COMMITTEE DATE December 21, 2010		REQUESTOR SIGNATURE
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The current contract for Corporate Counsel services expires on December 31, 2010. Attached is a proposed Contract for Corporate Counsel Services between the County of Muskegon and Theodore N. Williams, Jr. and Williams, Hughes & Cook, PLLC that would extend the term to December 31, 2011. The amount of compensation is unchanged in this Agreement.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move the approval of the Contract for Corporate Counsel Services for the calendar year 2011 and that the Chairman be authorized to execute the Contract.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
		<i>Recommend approval the</i>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
		<i>approval BBH</i>		
AGENDA DATE:	AGENDA NO.:	BOARD DATE: <i>12/21/10</i>	PAGE NO.	

CONTRACT FOR CORPORATE COUNSEL SERVICES

This Agreement, entered into and effective upon execution by and between the COUNTY OF MUSKEGON ("County"), through its Board of County Commissioners, hereinafter referred to as ("Board"), and the Professional Corporation of WILLIAMS, HUGHES & COOK, PLLC, hereinafter referred to as ("Law Firm").

RECITALS

WHEREAS, County through the Muskegon County Board of Commissioners, is authorized to appoint and employ or retain a Corporate Counsel to handle the County's civil legal affairs pursuant to MCLA 49.71; MSA 5.824; and

WHEREAS, Board has previously appointed Theodore N. Williams, Jr. to serve as County's Corporate Counsel to a term which expires on December 31, 2010, and Board is desirous of continuing that relationship; and,

WHEREAS, Board is informed and believes that Attorney Williams is desirous of continuing in the position of Corporate Counsel for the County of Muskegon and is further informed and believes that Law Firm is agreeable to continuing to provide such further and additional assistance as Attorney Williams may need in handling the County's legal affairs and the Board is persuaded that execution of this Contract with Attorney Williams and with the Law Firm is in the County's best interest;

NOW, THEREFORE, based upon such determinations, the parties to this Agreement hereby covenant and agree as follows:

I. APPOINTMENT AND RETENTION OF ATTORNEY SERVICES

A. Appointment of Corporate Counsel. The Board in accordance with the Muskegon County Board Rules, specifically Rule XXI, "Corporate Counsel", appointed Attorney Theodore N. Williams, Jr. to serve as the Muskegon County Corporate Counsel pursuant to MCLA 49.71; MSA 5.824, and hereby re-appoints him as Corporate Counsel.

B. Acceptance of Appointment and Assignment of Assistant Corporate Counsel. Attorney Williams and Law Firm hereby accept such appointment as an independent contractor, to a term to expire on December 31, 2011. The parties expressly agree that nothing contained in this Contract, or the administration of it, shall create an employer-employee relationship. In the administration of this contract, the parties deem it advisable to, in addition to naming a Corporate Counsel, to name an Assistant Corporate Counsel. It is therefore agreed that Douglas M. Hughes will serve as Assistant Corporate Counsel, with the express understanding that Attorney Williams will remain principally responsible to the Board.

C. Engagement of Law Firm. The Board hereby agrees to engage Law Firm also as an independent contractor in order that the County may benefit from the additional attorney resources available through contracting with Law Firm.

D. Retention/Limitation of Services. The Board hereby retains Attorney Williams and Law Firm as independent contractors to handle the County's legal affairs, excluding specialty Bonding work and cases involving irreconcilable conflicts of interest. The parties hereto understand that it is the Board's intention that Law Firm be prepared and committed to provide representation to County on most, if not all, civil legal matters, subject to any exceptions hereinafter set forth.

E. Board's Reservation of Rights. Attorney Williams and Law Firm hereby commit to provide such representation to County and agree to provide such time, attention, skill, knowledge and professional ability as is necessary to most effectively and efficiently perform the services undertaken in this contract in accordance with the highest professional standards of the State of Michigan. Provided, however, Board expressly reserves the right, from time-to-time, and on extraordinary matters, to specially appoint another Attorney or Law Firm to handle same. However, prior to making such special appointment, Board shall consult with and obtain input from Corporate Counsel regarding the necessity of such special appointment.

II. COORDINATION OF WORK

A. Oversight and Reporting. It is further agreed and understood by Corporate Counsel and Law Firm that the principal responsibility for day-to-day supervision will be handled by the Administrator on behalf of County, consistent with Board Rules, with ultimate responsibility to the County Board of Commissioners through its Board Chairperson.

B. Reporting Required. Corporate Counsel shall be obligated to keep the Administrator and Board advised on outstanding legal matters, which shall include, but not necessarily be limited to, a monthly written report. In turn, the Administrator shall endeavor to lend assistance to Corporate Counsel in his dealings with department heads and elected officials.

C. Staff Coordination. Board agrees to take reasonable steps to instruct staff and departments, through the Administrator, to assure that legal matters, including but not limited to contracts, agreements, complaints, citations, sanctions, subpoenas, claims, charges, etc., are referred to Corporate Counsel and Law Firm for handling.

III. SCOPE OF SERVICES

A. Corporate Counsel shall be the chief civil legal officer and advisor of the County and shall exercise all powers and functions of the Office of Corporate Counsel as provided by law and Board Rules. Corporate Counsel shall be responsible to the Board for the proper administration of legal affairs of all departments of County government and shall act on behalf of the Board for those departments which are under the general control of the Board.

B. Corporate Counsel shall provide legal counsel to and attendance at all Board, standing committee, and statutory Board meetings unless such presence is excused by the Administrator, the Board chairperson or the committee chairperson.

C. Corporate Counsel shall provide legal counsel to the members of the Board, elected officials and County departments, divisions and agencies.

D. Corporate Counsel shall also study and render legal opinions regarding federal, state and local laws impacting on County activities either current or proposed and shall assist and advise County and its units as above described relative to all legal matters of concern. Parties acknowledge that the intent of this agreement is to impose responsibility on Corporate Counsel and Law Firm for providing "full service" advice, counsel and representation of County according to law and Board rules.

IV. CONFLICT OF INTEREST

Corporate Counsel and Law Firm hereby agree to comply with the terms of the Michigan Rules of Professional Conduct, specifically MRPC 1.7 and 1.8, and specifically Corporate Counsel and Law Firm covenant and agree to exercise their best efforts to avoid representation of a party, person or entity in any cause contrary to the interest of the County. Corporate Counsel and Law Firm shall absolutely desist from representing any private person or entity on any matter which County would be or may become involved as an opposing party. Cases involving criminal defense representation involving the Prosecutor's office will be reviewed on a case-by-case basis.

It is understood by County that Corporate Counsel and Law Firm currently represent a number of municipalities located both within and without of Muskegon County. Recognizing that a potential for a conflict of interest could develop in regard to Corporate Counsel or Law Firm representation of County and of such municipality, the following procedures shall be employed:

A. Attached to this Contract and identified as Exhibit A is a list of Law Firm's current clients.

B. In the event a potential conflict of interest exists with regard to representation of County and another on a given issue, then Corporate Counsel shall be obliged to identify such potential conflict of interest to the Administrator and the County Board Chairperson in writing identifying issue and potential cause of conflict.

C. The Administrator shall communicate any potential conflict to Board for a decision and Board may, as it deems appropriate, instruct Corporate Counsel and Law Firm to proceed in representing the County in such matters, or in the alternative, contact the Prosecutor's Office to handle the matter. Provided, however, in the event Corporate Counsel or Law Firm deems representation to be contrary to the Michigan Rules of Professional Conduct, then Corporate Counsel shall not be obligated to provide representation on such matters.

D. Notwithstanding the aforementioned, Corporate Counsel and Law Firm expressly commit not to represent any private party against the County in any matter, other than criminal defense.

V. COMPENSATION

Corporate Counsel and Law Firm agree to provide services as hereinbefore discussed in accordance with an hourly rate of One Hundred Twenty-Five Dollars (\$125.00) per hour for Partner, Eighty Dollars (\$80.00) per hour for Associate and Fifty Dollars (\$50.00) per hour for Paralegal.

VI. INDEMNITY AND INSURANCE

Corporate Counsel and Law Firm agree to hold harmless the County against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the County by reason of any of the following occurring during the term of this contract:

A. Any negligent or tortious act, error or omission held in a court of competent jurisdiction to be attributable in whole or in part to Corporate Counsel or the Law Firm, or any of their personnel, employees, consultants, agents, or any entities associated, affiliated (directly or indirectly) or subsidiary to Corporate Counsel or the Law Firm, now existing, or hereafter created, their agents and employees (herein collectively called "associates") for whose acts any of them might be liable;

B. Any failure by Corporate Counsel or the Law Firm or any of their associates to perform their obligations either implied or expressed under this contract.

Corporate Counsel and Law Firm agree to maintain at all times, at their expense, during the term of this contract, the following insurance:

i. Professional liability (errors and omissions) insurance with minimum limits of One Million (\$1,000,000) Dollars per occurrence; Two Million (\$2,000,000) Dollars aggregate.

ii. Worker's compensation and unemployment insurance which meets Michigan statutory requirements.

If during the term of this contract changed conditions or other pertinent factors should, in the reasonable judgment of the County, render inadequate the insurance limits, Corporate Counsel and Law Firm will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. All such insurance shall be affected at Corporate Counsel and Law Firm's expense under valid and enforceable policies, issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the County.

Said policies shall name Corporate Counsel and the Law Firm as the insured and such policy shall contain an agreement by the insurer that such policy shall not be cancelled or materially changed without at least thirty (30) days' prior notice to the County. Certificates of insurance evidencing such coverage shall be submitted to the Administrator within thirty (30) days of the date the County executes the contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

VII. LIMITATION ON LIABILITY

Notwithstanding anything herein contained to the contrary, Corporate Counsel and Law Firm, by execution of this contract, accepts no responsibility whatsoever in regard to any act or occurrence, error or omission, which may have been committed prior to the effective date of its initial contract, either by the County, its agents or assignees or any other attorney or law firm that engaged in representation of the County.

VIII. MISCELLANEOUS FINANCIAL

It is understood and agreed that County shall reimburse Law Firm for reasonable expenses directly connected to the handling of County work, including, but not necessarily limited to, copy/fax, travel, reporter and court fees, service of process fees and filing costs, and litigation expense. Separate line item expense billing shall be submitted to the Administrator for review and approval prior to payment in accordance with standard County billing procedures. It is further understood and agreed that Corporate Counsel shall bill on a monthly basis for legal services and expenses with bills organized by County department or function and with sufficient detail for County staff to verify and determine which fund in the County should be charged for those services and expenses.

IX. AMENDMENTS/COUNTER-SIGNATURE

This Agreement may be signed in any number of counterparts and may be amended, in whole or in part, upon approval of all parties hereto; however, in order for such amendment to be effective, a document of equal dignity must be signed.

X. COORDINATION WITH THE MUSKEGON COUNTY PROSECUTOR

The Muskegon County Prosecutor's office shall provide backup support to the Office of Corporate Counsel based on the terms and conditions contained in the Letter of Understanding attached hereto and identified as Exhibit B.

XI. TERMINATION OF AGREEMENT

In accordance with Muskegon County Board Rule XXI, Corporate Counsel and Law Firm serve at the pleasure and will of the Muskegon County Board of Commissioners and can be removed by a majority vote of those serving at any time during the term of this Agreement.

XII. CARRYOVER PROVISION

To insure continuous legal service to the Muskegon County Board of Commissioners and at the complete discretion of the newly elected Board, the contract will continue for a period not to exceed ninety (90) days beyond the expiration of the appointment.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 20_____.

COUNTY OF MUSKEGON

By: _____
Kenneth Mahoney, Chairperson
Muskegon County Board of Commissioners

WILLIAMS, HUGHES & COOK, PLLC

By: _____
Theodore N. Williams, Jr. individually
and on behalf of the Law Firm

EXHIBIT A

CLIENT LIST OF WILLIAMS, HUGHES & COOK, PLLC

County of Muskegon (1985 to present)

City of Muskegon Heights (1990 to present)

City of Norton Shores (1980 to present)

Township of Beaver (1998 to present)

Township of Blue Lake (1980 to present)

Township of Casnovia (1985 to present)

Township of Claybanks (2003 to present)

Township of Denver (1980 to present)

Township of Holton (1990 to present)

Charter Township of Muskegon (2001 to present)

Village of Hesperia (1980 to present)

Village of Lakewood Club (2005 to present)

Muskegon Housing Commission (1997 to present)

Michigan Department of Transportation, Highway Negligence Division (1986 to present)

Accident Fund Insurance Company of America (1992 to present)

Michigan Municipal Risk Management Authority

ASU Group Risk Management Services

EXHIBIT B

LETTER OF UNDERSTANDING

This is a Letter of Understanding, effective upon execution, between the Office of Muskegon County Corporate Counsel and the Muskegon County Prosecutor's office concerning backup services, and shall provide as follows:

1. The Muskegon County Prosecutor's office will make available the backup services of Assistant Prosecutor Terrence E. Dean. The Prosecutor, however, shall from time-to-time designate one (1) or more Assistant Prosecutors to assist Mr. Dean in legal matters involving the County. It is understood however that the Assistant Prosecutor or his designee shall report directly to Corporate Counsel as to such matters and shall keep and maintain time records, which records must be provided to Corporate Counsel as directed by Corporate Counsel. Corporate Counsel shall thereafter, on a monthly basis, provide a separate line-item expense billing of all charges from the Prosecutor's Office to be submitted to the Administrator for review and approval prior to payment in accordance with standard County billing procedures, it being expressly understood that this billing practice shall conform with Paragraph VIII, "Miscellaneous Financial" of the Corporate Counsel Contract.

2. Mr. Dean will work with the Office of Corporate Counsel on assignment and under the direction of the Office of Corporate Counsel.

3. It is expressly understood in providing this backup service that Assistant Prosecutor Dean will be responsible to and report directly to the Office of Corporate Counsel and that the Office of Corporate Counsel will collectively utilize the services of designated Assistant Prosecutors for up to twenty (20) hours per week.

4. It is expressly understood that by the execution of this Agreement that any communications, research or other legal activities undertaken by Assistant Prosecutor Dean on behalf of the Office of Corporate Counsel shall be considered the work product of the Office of Corporate Counsel and subject to all of the usual limitations as applicable to the attorney-client privilege, it being clearly understood that when serving as support for the Office of Corporate Counsel that he is working on behalf of the Muskegon County Board of Commissioners and not the Office of the Prosecutor.

5. The Parties to this Agreement agree that there are some areas of specialty that may be routinely assigned to the designated Assistant Prosecutor and that the parties will in good faith explore and establish those areas of specialty that will be handled on a routine basis by the designated Assistant Prosecutor.

6. It is further expressly understood that the Board reserves the right to terminate this relationship at any time by majority vote.

7. It is understood that any work performed by a designated Assistant Prosecutor is the work product of the County and subject to the rules of attorney-client privilege. These rules, however, do not bar a designated Assistant Prosecutor from discussing his or her work with the Prosecutor so that the Prosecutor can perform his administrative and supervisory duties as Prosecutor and so that he can comply with this Letter of Understanding. Under such circumstances, the Prosecutor shall also be considered an attorney for the County and shall honor the rules on work product and confidentiality that might otherwise apply to any disclosure made by a designated Assistant Prosecutor to the Prosecutor. The Prosecutor also agrees that he will not interfere with the work assignments made by the Office of Corporate Counsel to any designated Assistant Prosecutor under the terms and conditions of this Letter of Understanding.

COUNTY OF MUSKEGON

Dated: _____

By: _____
Kenneth Mahoney, Chairperson
Board of County Commissioners

OFFICE OF THE PROSECUTING ATTORNEY

Dated: _____

By: _____
Tony Tague, Prosecutor

Dated: _____


By: _____
Terrence E. Dean
Assistant Prosecutor

WILLIAMS, HUGHES & COOK, PLLC

Dated: _____

By: _____
Theodore N. Williams, Jr. on behalf
of Law Firm

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board	BUDGETED 9	NON-BUDGETED 9	PARTIALLY BUDGETED 9
REQUESTING DEPARTMENT Administration	COMMITTEE DATE December 21, 2010	REQUESTOR SIGNATURE	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>Currently, the County is processing payroll through a myriad of departments, which is inefficient and cumbersome. With the retirements of Joe Siedenstrang and Gee Achterhoff, we have an opportunity to save precious General Fund dollars (\$196,669 – Salary & Fringe Benefits of both positions) and improve our process. My recommendation is to outsource the payroll processing function and not replace these incumbent positions. The annual savings is approximately \$152,391 and the County will have the opportunity to reallocate the labor time normally spent on the payroll process to other needed areas.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to authorize the County Administrator to enter into an agreement with ADP for the purpose of processing payroll for an amount not to exceed \$60,000.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommended approval</i> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>	<u>ADMINISTRATOR RECOMMENDATION:</u> <i>approval</i> <i>BBH</i>		
AGENDA DATE:	AGENDA NO.:	BOARD DATE: 12/21/10	PAGE NO.

ADP Financial Summary for Muskegon County

Service Component	Transaction Cost	Annual Cost
ADP Hosting Services include: <ul style="list-style-type: none"> • All ADP applications reside on our equipment in Ann Arbor, MI • Licenses to ADP HR, Payroll, and Benefits application • Employee Self Service and Manager Self Service • Ongoing maintenance, patches, & upgrades are performed by our engineers • Third party interface creation, transmission, and management • Nightly backups and full disaster recovery services • SAS-70 Type II and ISO 9001 Certified 	Included	
ADP Payroll Services include: <ul style="list-style-type: none"> • Gross to Net Processing • Payroll Preview feature to review preliminary results • ADP prints payroll checks & direct deposit vouchers • Direct deposit processing and employee paycard offering • Employee viewing of pay statement (and W-2) on the web • Payroll output reports on paper, CD-ROM, and iReports • Federal, State, and Local tax deposits and filings • W-2 processing • Wage Garnishment Calculations and Payments • New Hire Reporting • Check Reconciliation and Positive Pay • Paid-Time-Off (PTO) Accruals • Time and Attendance Integration from Access • General Ledger Interface Program (called ADP GL) to Banner 	Base fee of \$78.00 per processing plus \$1.25 per check Assumption is 1,300 employees paid bi-weekly \$3.00 per W-2 Assumption is 1,500 W-2's	\$ 44,278 \$ 4,500
ADP HR and Benefit Administration Services include: <ul style="list-style-type: none"> • Employee HR Demographics • Government Compliance • Job and Position Management • Compensation and Performance Management • Training, Skills, and Education Administration • Benefits Administration • Standard Reports and Ad Hoc ADP Reporter Tool • Employee and Manager Self Service 	\$3.55 per employee per month Assumption is 1,300 employees	\$ 55,380
ADP Support Center includes: <ul style="list-style-type: none"> • Dedicated ADP Client Service Representative to handle all of your day-to-day HR and Payroll questions • No limit to the number of times you contact us for help • Local training at the ADP Grand Rapids office included • ADP Grand Rapids Account Manager support 		

One Time Implementation Fees	
<ul style="list-style-type: none"> • ADP Hosting Services • ADP Payroll Services • ADP HR and Benefit Services • Carrier Connection Interfaces 	Included \$2,500 \$6,100 \$1,050 per interface

MAJOR ACCOUNTS AGREEMENT

This Major Accounts Agreement ("Agreement") dated _____ (the "Effective Date"), is by and between _____ with offices at _____ ("Client")

and ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 ("ADP") for the procurement of Services (as defined in Section 1A below) from ADP in accordance with this Agreement. All references herein to "Client" shall refer to Client and its affiliates that are receiving the Services and ADP Products (as those terms are defined in section 1A) pursuant hereto. For purposes of this Agreement "affiliate" shall mean with respect to any individual, corporation or partnership or any other entity or organization (a "person"), any person that controls, is controlled by or is under common control with such person in question. For purposes of the preceding definition, "control" as used with respect to any person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, whether through ownership of voting securities or by contract or otherwise.

1. GENERAL TERMS

A. Services. ADP shall provide payroll, tax filing, self-service benefits administration and other data processing services, including related web hosting services (the "Services"), equipment, computer programs, software (other than pre-packaged third-party software), and documentation ("ADP Products") all as further detailed in the description of services found at www.productdescription.majoraccounts.adp.com (which may be modified from time to time) and in accordance with the Sales Order(s). Client acknowledges and agrees that ADP will not be deemed to be providing legal, financial, benefits, or tax advice to Client as a result of the ADP Products and Services provided herein. If Client is receiving any of the Services that require ADP, as part of such Services, to impound funds from Client's bank account to pay Client's third-party payment obligations (e.g., Tax Filing Services, WGPS, TotalPay® Card, FSDD Services and/or ADPCheck™ Services) ("Payment Services"), Client shall have sufficient, collected funds in Client's account within the deadline established by ADP to satisfy such third-party payment obligations in their entirety. ADP may commingle Client's impounded funds with other clients', ADP's, or ADP-administered funds of a similar type. ALL AMOUNTS EARNED ON SUCH FUNDS WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP.

B. Accuracy of Client Information, Review of Data. All Services provided hereunder will be based upon information provided to ADP by Client (including proof of federal, state, and local tax identification numbers). Upon receipt from ADP, whether electronically or otherwise, Client will promptly review all disbursement records and other reports prepared by ADP for validity and accuracy according to Client's records and Client agrees that it will promptly notify ADP of any discrepancies (in any case before distributing any paychecks or relying on any such disbursement records or reports). To help prevent employee fraud, ADP recommends that Client has someone other than its designated payroll contact, review its disbursement reports; a prompt and thorough review allows Client to spot and correct errors and inconsistencies.

C. Protection of Client Files. ADP maintains appropriate security measures to protect the personal information of Client's employees and payees consistent with applicable state and federal laws including the Massachusetts Standards for The Protection of Personal Information of Residents of the Commonwealth (201 CMR 17.00). Additionally, ADP will employ commercially reasonable storage (including backup, archive and redundant data storage, on-site and off-site) and reasonable precautions to prevent the loss of or alteration to Client's data files and/or Client Content (as defined in Section 1H) in ADP's possession, but ADP does not undertake to guarantee against any such loss or alteration. ADP is not, and will not be, Client's official record keeper. Accordingly, Client will, to the extent it deems necessary, keep copies of all source documents of the information delivered to ADP (including maintaining printouts or electronic copies of Client Content input into any ADP Internet Services (as defined in Section 1H)).

D. Use of ADP Products and Services. ADP Products and Services include confidential and proprietary information. Client shall use the ADP Products and Services only for the internal business purposes of Client. Client shall not provide, directly or indirectly, any of the ADP Products or Services or any portion thereof to any party other than the Client. Client shall not provide service bureau or other data processing services that make use of the ADP Products or Services or any part thereof without the express written consent of ADP. Client represents that it has verified the identity of each of its employees to whom it will make payments using ADP Products or Services through appropriate documentation provided by such employee (e.g., I-9 documentation). Client shall be responsible for ensuring that its employees, plan participants and any other persons authorized by Client to access or use the Services comply with all the terms of this Agreement.

E. Compliance with Laws. Client acknowledges that the ADP Products and Services are designed to assist Client in complying with applicable laws and governmental regulations, but that Client, and not ADP, shall be solely responsible for (i) compliance with all laws and governmental regulations affecting its business, and (ii) any use Client may make of the ADP Products and/or Services (including any reports and worksheets produced in connection therewith) to assist it in complying with such laws and governmental regulations. Client will not rely solely on its use of the ADP Products and/or Services in complying with any laws and governmental regulations (including but not limited to any applicable Office of Foreign Assets Control ("OFAC") screening requirement). Each party will be responsible for complying with all requirements of applicable law or regulation (i) that affect its business generally or (ii) regarding security breaches and suspected security breaches involving personal information that is stored on the computer systems of such party or its subcontractors. Payment Services are subject to the operating rules of the National Automated Clearing House Association ("NACHA"). ADP and Client each agree to comply with the NACHA rules applicable to it with respect to Payment Services.

F. License Rights. The right to use the ADP Products is granted to Client for the sole purpose of utilizing the Services as provided herein. Any license or right to access the ADP Products shall automatically terminate upon ADP ceasing to provide Client with related Services; provided, however, that Client shall be entitled to retain any time collection equipment that has been purchased and paid for in full by Client.

G. Online Access. Certain ADP Products or Services may be accessed by Client and its authorized employees and plan participants through the Internet at a website provided by ADP or on behalf of ADP, including those hosted by ADP on behalf of Client (a "Site"). In addition, Client acknowledges that security of transmissions over the Internet cannot be guaranteed. ADP is not responsible for (i) Client's access to the Internet, (ii) interception or interruptions of communications through the Internet, or (iii) changes or losses of data through the Internet, in each case other than to the extent caused solely by ADP. In order to protect Client's data, ADP may suspend Client's, Client's employees', or plan participants' use of the ADP Products or Services via the Internet immediately, without prior notice, pending an investigation, if any breach of security is suspected.

H. Client Content. "Client Content" shall mean (i) payroll, benefits, human resources and similar information provided by Client or its employees or plan participants, including transactional information, as well as (ii) Client's trademarks, trade names, service marks, logos and designs provided by Client, (the "Authorized Marks"); which ADP includes, either directly as part of its setup services or through Client or any of its employees or plan participants, in any web-based ADP Product, including ADP Workforce Now™ (collectively "ADP Internet Services"). Client shall be solely responsible for obtaining all required rights and licenses to use and display the Client Content and for updating and maintaining the completeness and accuracy of all Client Content. Client grants ADP a right to use the Client Content for the sole purpose of performing the Services for Client.

I. ADP Content. ADP Workforce Now is ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR and benefits, and time and attendance. Client understands that ADP may include informational content, forms and tools, as well as banner advertisements for ADP and/or third-party products and services, on the client self-administration portion of ADP Workforce Now as well as the employee self-service portion of ADP Workforce Now. Upon written request by Client, ADP will remove banner advertisements that ADP has posted to ADP Workforce Now, which represent offers or promotions from ADP or ADP partners. The availability and use of such content, forms and tools and banner advertisements shall be subject to the online terms (the "Online Terms"). Client's business dealings with any third-party advertiser found on ADP Workforce Now are solely between Client and such advertiser and ADP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on ADP Workforce Now.

J. No Transfer, Modification, etc. Client shall not assign, loan, sublicense, alter, modify, adapt (or cause to be altered, modified or adapted), reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, all or any portion of the ADP Internet Services or any access or use thereof. Client will not write or modify interfaces or reports to any ADP Internet Service except as expressly authorized by ADP. **CLIENT WILL NOT RECOMPILE, DISASSEMBLE, REVERSE ENGINEER, OR MAKE OR DISTRIBUTE ANY OTHER FORM OF, OR ANY DERIVATIVE WORK FROM ADP WORKFORCE NOW.**

K. Password Protection. Client agrees to maintain the privacy of usernames and passwords associated with ADP Internet Services. Client is fully responsible for all activities that occur under Client's password or Internet account. Client agrees to (i) immediately notify ADP of any unauthorized use of Client's password or Internet account or any other breach of security, and (ii) ensure that Client exits from Client's Internet account at the end of each session. ADP shall not be liable for any damages incurred by Client or any third party arising from Client's failure to comply with this section.

L. Links to Third-Party Sites. The Site(s) may contain links to other Internet sites. Links to and from a Site to other third-party sites do not constitute an endorsement by ADP or any of its subsidiaries or affiliates of such third-party sites or the acceptance of responsibility for the content on such sites.

M. Transmission of Data. In the event that Client requests that ADP provide any Client Content or employee or plan participant information to any third party or to any non-U.S. Client location, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state or local laws and/or regulations.

2. FEES, PAYMENTS, AND TAXES

A. Fees. Client shall pay ADP for the ADP Products and Services at the rates specified in (i) a Price Agreement, if any, for the term set forth therein or, if none, (ii) the Sales Order for the first six (6) months after the Effective Date (assuming no changes in requirements, specifications, volumes or quantities) (the "Initial Period"). Client shall pay ADP for the ADP Products and Services added by Client after the Effective Date at ADP's then prevailing prices for such ADP Products and Services. ADP may increase prices for the ADP Products and Services at any time after the Initial Period upon at least thirty (30) days prior written notice to Client if such change is part of a general price change by ADP to its clients for affected items.

B. Payments. Client will pay all invoices in full within thirty (30) days of the invoice date. Client shall reimburse ADP for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due ADP hereunder that are not under good faith dispute by Client.

C. Taxes. Client shall be responsible for payment of all taxes (excluding those on ADP's net income) relating to the provision of ADP Products and Services, except to the extent a valid tax exemption certificate or other written documentation acceptable to ADP to evidence Client's tax exemption status is provided by Client to ADP prior to the delivery of Services.

3. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS IS PROVIDED "AS IS" AND ADP AND ITS LICENSORS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE WITH RESPECT TO THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP. ADP AND ITS LICENSORS FURTHER DISCLAIM ANY WARRANTY THAT THE RESULTS OBTAINED THROUGH THE USE OF THE SERVICES, THE ADP PRODUCTS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP WILL MEET CLIENT'S NEEDS.

4. INTELLECTUAL PROPERTY

A. Ownership and Proprietary Rights. All ADP Products licensed to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADP and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADP Products. Client receives no rights to any ADP Products or any intellectual property of ADP or its licensors, except as expressly stated herein.

B. ADP Indemnity. Subject to the remainder of this Section 4B, ADP shall defend Client in any suit or cause of action, and indemnify and hold Client harmless against any damages payable to any third party in any such suit or cause of action, alleging that the ADP Products as used in accordance with this Agreement infringe any U.S. patent, copyright, trade secret or other proprietary right of any third party. The foregoing obligations of ADP are subject to the following requirements: Client shall take all reasonable steps to mitigate any potential damages which may result; Client shall promptly notify ADP of any and all such suits and causes of action; ADP controls any negotiations or defense of such suits and causes of action; and Client assists as reasonably required by ADP. The foregoing obligations of ADP do not apply to the extent that the infringing ADP Product or portions or components thereof or modifications thereto were not supplied or directed by ADP, or were combined with other products, processes or materials not supplied or directed by ADP (where the alleged infringements relates to such combination).

C. Use of Client's Authorized Marks. In the event that ADP makes available branding of any materials, cards and/or websites associated with the ADP Products or Services and Client requests such branding, Client grants ADP, the card issuers and any third-party service providers designated by ADP the right to display Authorized Marks, subject to Client's right to review and approve the copy prior to the use of such Authorized Marks. This authorization shall cover the term of this Agreement and, if Client is receiving TotalPay® Card Services, any period of ongoing use of the cards by employees after termination of this Agreement.

5. NONDISCLOSURE

All Confidential Information (as defined below) disclosed hereunder will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the disclosing party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (c) relating to a specific employee, to the extent such employee has consented to its release. Upon the request of the disclosing party, the receiving party will return or destroy all Confidential Information of the disclosing party that is in its possession. Notwithstanding the foregoing, ADP may retain information for regulatory purposes or in back-up files, provided that ADP's confidentiality obligations hereunder continue to apply. For purposes of this Section, "Confidential Information" shall mean: all information of a confidential or proprietary nature, including pricing and pricing related information and all personally identifiable payroll and employee-level data, provided by the disclosing party to the receiving party for use in connection with ADP Products or Services, or both, but does not include (i) information that is already known by the receiving party, (ii) information that becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, and (iii) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. The obligations of ADP set forth in this Section 5 shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by Client in connection with any present or future ADP product or service, and, accordingly, neither ADP nor any of its clients or business partners shall have any obligation or liability to Client with respect to any use or disclosure of such information.

6. LIMITATION OF LIABILITY

A. ADP Responsibility. ADP shall correct any Client report, data or tax agency filings, as the case may be, produced incorrectly as a result of an ADP error, at no charge to Client. Additionally, ADP shall reimburse Client for (i) actual damages incurred by Client as a direct result of the criminal or fraudulent acts or willful misconduct of ADP or any of its employees, (ii) any penalty imposed against Client as a result of an error or omission made by ADP in performing the Tax Filing Services or (iii) any interest assessed against Client as a result of ADP holding Client tax funds past the applicable due date due as a result of an error or omission made by ADP in performing the Tax Filing Services. ADP shall have no liability to Client for any third-party software that may be accessed by ADP Internet Services.

B. Limit on Monetary Damages. Notwithstanding anything to the contrary contained in this Agreement (other than and subject to sections 4B and 6A above), ADP's aggregate liability under this Agreement during any calendar year for damages (monetary or otherwise) under any circumstances for claims of any type or character made by Client or any third party arising from or related to ADP Products or Services, will be limited to the lesser of (i) the amount of actual damages incurred by Client or (ii) the average monthly charges for three (3) months for the affected ADP Products or Services during such calendar year. ADP will issue Client a credit(s) equal to the applicable amount and any such credit(s) will be applied against subsequent fees owed by Client.

C. No Consequential Damages. NEITHER ADP NOR CLIENT WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION OR, LOSS OF INFORMATION) THAT THE OTHER PARTY MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES OR ADP PRODUCTS, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERM AND TERMINATION; DEFAULT BY CLIENT; REMEDIES UPON DEFAULT

A. Termination/Suspension. Subject to the terms of any Price Agreement, entered into by ADP and Client, ADP or Client may terminate this Agreement or any Service(s) provided hereunder without cause upon at least ninety (90) or thirty (30) days, respectively, prior written notice. Either party may also suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement and fails to cure that breach within thirty (30) days after written notice thereof; (ii) the other party ceases business operations; or (iii) the other party becomes insolvent, generally

stops paying its debts as they become due or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against the other (and not dismissed within ninety (90) days after commencement of one of the foregoing events). ADP may also suspend performance and/or terminate this Agreement immediately without prior notice in the event Client, its employee(s) or any other third party (i) includes in any ADP Internet Services any Client Content which is obscene, offensive, inappropriate, threatening, or malicious; which violates any applicable law or regulation or any contract, privacy or other third party right; or which otherwise exposes ADP to civil or criminal liability or (ii) wrongfully uses or accesses the ADP Products or any other systems of ADP used in the performance of its obligations under this Agreement. Additionally, Payment Services may be immediately suspended or terminated by ADP without prior notice if (i) ADP has not received timely funds from Client as required by Section 1A above; (ii) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) and/or credits for Client's behalf for any reason; (iii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account; (iv) ADP reasonably determines that Client no longer meets ADP's credit/financial eligibility requirements for such Services; or (v) Client has any material adverse change in its financial condition.

B. Post-Termination. If use of any ADP Products or Services is or may be terminated by ADP pursuant to Section 7A, ADP shall be entitled to allocate any funds remitted or otherwise made available by Client to ADP in such priorities as ADP (in its sole discretion) deems appropriate (including reimbursing ADP for payments made by ADP hereunder on Client's behalf to a third party). If any ADP Products or Services are terminated by either party, Client will immediately (i) become solely responsible for all of its third-party payment obligations covered by such ADP Products or Services (including, for Tax Filing Services, all related penalties and interest) then or thereafter due; (ii) reimburse ADP for all payments made by ADP hereunder on Client's behalf to any third party; and (iii) pay any and all fees and charges invoiced by ADP to Client relating to the ADP Products or Services.

8. FUNDING

Client shall be liable for debits properly initiated by ADP hereunder. Client unconditionally promises to pay to ADP the amount of any unfunded payroll file (including any debit that is returned to ADP because of insufficient or uncollected funds or for any other reason), plus any associated bank fees or penalties, upon demand and pay interest on the unfunded payroll amount at the rate of 1.5% per month (or the maximum allowed by law if less). Also, if any debit to an employee or other payee's account reversing or correcting a previously submitted credit(s) is returned for any reason, Client unconditionally promises to pay the amount of such debit upon demand and interest thereon at the rate set forth in this Section 8. Client shall be liable for, and shall indemnify ADP against, any loss, liability, claim, damage or exposure arising from or in connection with any fraudulent or criminal acts of Client's employees or payees. Client agrees to cooperate with ADP and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by ADP or another party processing a transaction on behalf of ADP.

9. MISCELLANEOUS

A. Inducement. Client has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement.

B. Third-Party Beneficiaries. With respect to the ADP Products and Services, ADP suppliers, vendors and referral partners may enforce the same disclaimers and limitations against Client as ADP may under Sections 3 and 6 of this Agreement. Other than ADP suppliers, vendors, and referral partners who are intended third-party beneficiaries with respect to Sections 3 and 6 of this Agreement, nothing in this Agreement creates, or will be deemed to create, third-party beneficiaries of or under this Agreement. ADP has no obligation to any third party (including Client's employees and/or any taxing authority) by virtue of this Agreement.

C. Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

D. Non-Hire. During the term of this Agreement and for the twelve (12) months thereafter, neither Client nor the ADP regions providing the Services, shall knowingly solicit or hire for employment or as a consultant, any employee or former employee of the other party who has been actively involved in the subject matter of this Agreement.

E. Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

F. Headings. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

G. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Client and ADP shall be construed and enforced accordingly.

H. Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

I. Governing Law. This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.

J. Limitation of Claims. No action arising under or in connection with this Agreement, regardless of the form, may be brought by Client more than two (2) years after Client becomes aware of or should reasonably have become aware of the occurrence of events giving rise to the cause of action.

K. Regulatory Notice. No state or federal agency monitors or assumes any responsibility for the financial solvency of third-party tax filers.

L. Use of Agents. ADP may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement. However, nothing in the preceding sentence shall relieve ADP from responsibility for performance of its duties under the terms of this Agreement.

M. Entire Agreement and Conflicts Clause. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential

Information made by the parties previously hereto. This Agreement shall not be modified except by a writing signed by ADP and Client. In the event of a conflict between the terms of this Agreement and any additional terms, the terms of this Agreement shall control, unless an Addendum to this Agreement is executed simultaneously herewith or subsequently hereto, in which case the terms of such Addendum shall control.

ADP, Inc.

CLIENT

ADP Sales Associate _____

Client Signature _____

Name _____
(type or print)

Name _____
(type or print)

Title _____ Date _____

Title _____ Date _____

PRODUCT SCHEDULE

To the extent that Client receives any of the following ADP Products or Services, the specified provisions relating to such ADP Products or Services received by Client shall apply.

FULL SERVICE DIRECT DEPOSIT: Prior to the first credit to the account of any employee or other individual (a "Payee"), Client shall obtain and retain a signed authorization from such Payee authorizing the initiation of credits to such Payee's account and debits of such account to recover funds credited to such account in error.

ADPCHECK™: Client shall not distribute any ADPChecks to Payees prior to the check date. If Client distributes any ADPChecks prior to the check date, ADP may impose an early cashing fee against Client. If Client desires to stop payment on any ADPCheck, Client shall provide ADP with a stop payment request in a form provided by ADP. ADP shall then place a stop payment order with ADP's bank within twenty-four (24) hours of ADP's receipt of such stop payment request. Client shall not request ADP to stop payment on any ADPCheck that represents funds to which the applicable Payee is rightfully entitled. Client agrees to indemnify, defend, and hold harmless ADP and its affiliates and their successors and assigns from and against any liability whatsoever for stopping payment on any ADPCheck requested by Client and from and against all actions, suits, losses, claims, damages, charges, and expenses of every nature and character, including attorneys fees, in any claims or suits arising by reason of stopping payment on said check, including claims made by a "holder in due course" of such check.

TIME AND ATTENDANCE (INCLUDING EZLABORMANAGER®, ENTERPRISE eTIME®, AND ETIME®)

A. ADP agrees to provide Client with the data collection devices (e.g. Timeclock, HandPunch, etc.) (the "Timeclock Equipment"), time and attendance module or application, and related services (collectively, the "TA Products") described in the Sales Order. Client shall provide and install all power, wiring and cabling required for the installation of any Timeclock Equipment. Client shall also pay an installation and setup fee for each unit of Timeclock Equipment if such equipment is installed on Client's premises by ADP.

B. Client shall not make any alterations or attach any device not provided by ADP to the Timeclock Equipment, nor shall Client remove the Timeclock Equipment from the place of original installation without ADP's prior consent. ADP shall have the right to enter Client's premises to inspect the Timeclock Equipment during normal business hours. Title to the Timeclock Equipment shall at all times remain in ADP unless Client has chosen the purchase option and has paid ADP in full the purchase price. Except if so purchased and paid for by Client, the Timeclock Equipment is and at all times shall remain, a separate item of personal property notwithstanding its attachment to other Timeclock Equipment or real property.

C. Upon termination or cancellation of this Agreement, Client shall, at its expense, return the Timeclock Equipment to ADP in accordance with ADP's instructions. The Timeclock Equipment shall be returned in as good condition as received by Client, normal wear and tear excepted. In the event the Timeclock Equipment is not returned within ninety (90) days, Client agrees to purchase it at the prevailing manufacturer's suggested retail price. If timely payment for the Timeclock Equipment is not made by Client, ADP shall have the right to take immediate possession of such equipment. The terms of this Section C shall not apply if prior to the time of such termination or cancellation Client has already purchased and paid for the Timeclock Equipment in full.

D. ADP warrants to Client that the Timeclock Equipment shall be free from defects in material and workmanship at the date such Timeclock Equipment is shipped and for ninety (90) days thereafter. ADP's sole obligation in case of any breach of any warranty contained herein shall be to repair or replace, at ADP's option, any defective items. The foregoing is the extent of ADP's liability with respect to all claims related to Timeclock Equipment, including without limitation, contract and negligence claims and shall constitute Client's sole remedy.

E. Maintenance services for the Timeclock Equipment (set forth below in Section F) apply automatically to Timeclock Equipment obtained under the subscription option (and any charges therefore are already included in the monthly time and labor management subscription fees). The costs for maintenance services for Timeclock Equipment under the purchase option are not included in the purchase price for such equipment; a separate annual maintenance fee applies. Client, under the purchase option, may terminate its receipt of maintenance services by providing written notice to ADP no less than thirty (30) days prior to the end of the then current annual coverage period. ADP is not required to rebate to Client any maintenance fees relating to a current or prior coverage period. (NOTE: If Client selects the purchase option but opts not to receive (or terminates) maintenance services hereunder by executing a waiver of maintenance services, any such services provided by ADP at Client's request will be subject to ADP's then current charges for such services.) No Timeclock Equipment maintenance is done at the Client

site. Client shall bear all delivery/shipping costs and all risk of loss during shipment/delivery of Timeclock Equipment relating to maintenance services.

F. ADP will maintain the Timeclock Equipment to be free from defects in material and workmanship as follows: Any parts found to be defective (except as specifically excluded below) shall be replaced or repaired, at ADP's or its designee's option, without charge for parts or labor, provided that the Timeclock Equipment has been properly installed and maintained by Client and provided that such equipment has been used in accordance with this Agreement and any online or shrink-wrap terms or license, or other accompanying documentation including, but not limited to, Client's Sales Order provided by ADP or its designee and has not been subject to abuse or tampering. The foregoing repairs and replacements may be made only by ADP or its designee, and will be made only after ADP or its designee is notified of a problem, receives delivery from Client of the Timeclock Equipment at issue and determines that it results from defective materials or workmanship. Notwithstanding the foregoing, ADP may deliver a temporary replacement item for Client's use while such determination is being made with respect to the Timeclock Equipment in question. Repairs and replacements required as a result of any of the following shall not be included in the foregoing maintenance services and shall be charged at ADP's then current rates: (i) damage, defects, or malfunctions resulting from misuse, accident, neglect, tampering, unusual physical, or electrical stress, or causes other than normal or intended use; (ii) failure of Client to provide and maintain a suitable installation environment; (iii) any alterations made to or any devices not provided by ADP attached to the Timeclock Equipment; and (iv) malfunctions resulting from use of badges or supplies not approved by ADP.

G. In order to keep the TA Products current, ADP may from time to time perform maintenance fixes and other upgrades to the TA Products Client is then receiving. ADP will perform these upgrades on Client's behalf for all hosted products. For non-hosted products, Client will be required to install the upgrade provided by ADP in accordance with the written notice provided to Client.

H. The TA Products are hosted by ADP in the United States. The TA Products are intended for use by United States and Canadian based employees and to permit the transmission of data from within or between the United States and Canada. Client is responsible for complying with all applicable data protection laws and represents that they have obtained any employee consents necessary (or otherwise have complied with applicable law) to transmit the information to ADP in the United States or otherwise make the TA Products available to its employees outside the United States. The TA Products may not be used or accessed in any way that violates any applicable international, federal, state or local laws and/or regulations.

HR & BENEFITS

A. Pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("ARRA"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information" ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), the Services provided under HR & Benefits are subject to additional terms and conditions located at <http://www.adp.com/BAA> which are incorporated herein and may be modified from time to time and as required by law.

B. Client shall promptly deliver to ADP the Client Content (as defined in Section 1H of the Agreement) required by ADP to perform initial setup services. Such information and materials shall be in an electronic file format acceptable to ADP.


C. Client shall begin paying the per employee fees for HR & Benefits module on the earlier of the date that Client first begins to use the module in a production environment OR ninety (90) days from the Effective Date. _____ (Client Initial Here)

D. After completion of initial setup services, any subsequent changes Client requests to the configuration of the Client Content in the HR & Benefits module will be charged at ADP's then current benefits maintenance fees.

E. Upon completion of any setup services or services referenced in Section D above, Client shall review the Client Content included in the HR & Benefits module by ADP. ADP shall have no liability to Client for any errors or inaccuracies in Client Content included in the HR & Benefits module by ADP.

F. If Client elects the ADP Carrier Connection[®] service, ADP, or its authorized agent(s), will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP and its authorized agent(s), to provide such transmission on Client's behalf. Additionally, commencement of the Carrier Connection service is subject to Client completing the configuration setup of Client Content and the format of such transmission to the designated carriers. The terms for setup services and subsequent setup services set forth in Sections B and D above will apply to setup for the Carrier Connection service. Further, ADP's ability to transmit Client's employee benefits enrollment data is subject to the provision by the designated carriers of a current functional interface between the HR & Benefits module and the designated carriers' systems. ADP will not be obligated to transmit Client's data to the designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. If Client requires the development of any special interfaces in order to transmit such data to the designated carriers, all work performed by ADP to create such interfaces will be at ADP's then current fees for such services. Finally, Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in the Carrier Connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board	BUDGETED 9	NON-BUDGETED 9	PARTIALLY BUDGETED 9
REQUESTING DEPARTMENT Administration	COMMITTEE DATE December 21, 2010	REQUESTOR SIGNATURE	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>On January 19, 2010, the Ways & Means Committee (WM10/01-18) approved the request of Administration to advertise for an RFP for Financial Software/IT Consulting Services to assist in the replacement of the County's current financial system and assess the current county-wide Information Systems (IS) infrastructure. The County Commission (2010-65) approved the recommendation of the Ways & Means Committee on January 26, 2010.</p> <p>The Finance & Management Services Director coordinated the RFP process and received the final results. Plante Moran scored the highest for the proposed project, because of their experience and expertise in Enterprise Resource Planning (ERP) and Information Technology (IT) assessments.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to authorize the County Administrator to enter into an agreement with Plante Moran for the purpose of providing ERP/IT Consulting Services for an amount not to exceed \$149,600.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommended Approval</i> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>	<u>ADMINISTRATOR RECOMMENDATION:</u> <i>approval</i> <i>BSTA</i>		
AGENDA DATE:	AGENDA NO.:	BOARD DATE:	PAGE NO.

MUSKEGON COUNTY SUMMARY

No. of Bids Emailed	61
No. of Bids Received	3
No. of No-Bids Received	4
No. of Non-Response	54
No. of Web Bids Received	0

COMMODITY #: 918-29 BID QUOTATION PROPOSAL RFP 11-1853


PRODUCT / SERVICE: Financial Consulting Service DEPT: Administration OPENING DATE: 12/15/10

Vendor Name		Proposal Received					
Plante & Moran 27400 Northwestern Highway Southfield, MI 48034		Yes					
Gov't Finance Officers Assoc. 203 N. LaSalle St., Ste 2700 Chicago, IL 60601		Yes					
Schafer Consulting 9 Red Leaf Lane Ladera Ranch, CA 9264		Yes					
NetStar Corporation Bolt Document Mgmt WebTecs Inc. Umbaugh	No Bid No Bid No Bid No Bid						

DEPARTMENT RECOMMENDATION: Plante & Moran
PURCHASING RECOMMENDATION: Plante & Moran

BUYER RESPONSIBLE FOR BID Name: Christian Toebe

WITNESS Name: Christine R. Johnson

Signature: 

FINANCE & MGMT DIRECTOR Name: Heath Kaplan

Signature: 

RESPONSIBLE CONTRACTOR / SUBCONTRACTOR CHECKLIST: N/A


THIS BID, PROPOSAL OR QUOTATION WAS AWARDED TO:

66

EVALUATION SUMMARY
Financial Software Consulting Services
RFP 11-1853

	Plante & Moran	Shafer Consulting	GFOA
Rater 1	9	6.3	5.4
Rater 2	8.55	7.25	8.1
Rater 3	8.65	7.55	8.55
Rater 4	8.25	8	7.35
Totals	34.45	29.1	29.4

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Full Board	BUDGETED NON-BUDGETED PARTIALLY BUDGETED <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
REQUESTING DEPARTMENT Administration	COMMITTEE DATE 12/21/10	REQUESTOR SIGNATURE Bonnie Hammersley	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) The grant application for 2011 for the State Survey and Remonumentation Program is due to the state by December 31, 2010. The state grant is \$71,716. The local match is \$8,000 and is budgeted. The FY2011 budget includes a grant amount of \$72,467. This amount will be adjusted at the time the grant award is received. This request is for the authorization for the Administrator to sign and submit the application to the state.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move to authorize the County Administrator to sign the 2011 State Survey and Remonumentation Program Grant application and submit it to the state for a grant in the amount of \$71,716 with a local match requirement of \$8,000.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>	<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommended Approval</i> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>	<u>ADMINISTRATOR RECOMMENDATION:</u> <i>Approval</i> <i>BBH</i>		
AGENDA DATE:	AGENDA NO.:	BOARD DATE: 12/21/10	PAGE NO.

Department of Energy, Labor & Economic Growth
 Bureau of Construction Codes
Office of Land Survey and Remonumentation
 6546 Mercantile Way, P.O. Box 30704
 Lansing, MI 48909
 Telephone: 517-241-6321 Facsimile: 517-241-6301
 E-mail: bccolsr@michigan.gov
www.michigan.gov/bcc

**2011 SURVEY AND REMONUMENTATION
 GRANT APPLICATION**

(MUST BE RECEIVED no later than 12-31-10)

APPLICANT (County): Muskegon

FEDERAL I.D. #: 38-6066063

Grant #: BCC-11 _____ **Mail Code:** _____

Application Received: _____

Reviewed by Analyst: _____

County Grant Administrator:

Name: Bonnie Hammersley
 Address: 990 Terrace Street
 City, State, Zip: Muskegon, MI 49442
 Telephone: (231) 724-6520
 Fax: (231) 724-6673
 E-Mail: hammersleybo@co.muskegon.mi.us

Approved Director
Office of Land Survey & Remonumentation:

Date: _____

County Representative/Surveyor:

Name: Stephen V. Vallier, P.S.
 Address: 2534 Black Creek Road
 City, State, Zip: Muskegon, MI 49444
 Telephone: (231) 777-3447
 Fax: (231) 773-3453
 E-Mail: svallier@westshoreconsulting.com

Grantee Address for Payments:

Name: Muskegon County Treasurer
 Address: PO Box 177
 City, State, Zip: Muskegon, MI 49443

2011 Grant Requested

If Expedited Amount is Included, County must have an approved Expedited County Plan.

Item 1 2011 State Grant	Item 2 Local Contributions	Item 3 Expedited Amount	Item 4 Reimbursement for Expedited Expenditures (≤ 50% of Item 1)	Item 5 2011 Total Annual Project Budget (1 + 2 + 3 - 4 = 5)
\$71,716.00	\$8,000.00	0	0	\$79,716.00

I certify the information in this grant application is correct to the best of my knowledge, and the county has the capability to perform the work specified through one or more licensed professional surveyors.

Signature of County Grant Administrator (Must be Original)

Date

**Item A - RESEARCH/MONUMENTATION
(CONTRACTUAL SURVEY SERVICES)**

**NOTE: THE TOTAL OF ALL CONTRACTUAL SERVICES (ITEMS A, B, AND C)
85% OF THE TOTAL GRANT SHALL BE DEDICATED TO CONTRACTUAL SURVEY SERVICES**

Column A	Column B	Column C	Column D	Column E = (A+B+D)	Column F	Column G
Number of New Physical Corners	Number of Physical Prior Year Carry-Over Corners	Number of Common Corners	Number of Physical Walk-in Corners to be Completed by Others	TOTAL PHYSICAL CORNERS TO BE COMPLETED	PERCENTAGE OF TOTAL BUDGET	TOTAL RESEARCH/MONUMENTATION EXPENDITURES
67	0	23	0	67	75%	\$ 59,630.00

Itemize ALL PLSS corners by corner code, town and range. Provide rationale for any unusual situation anticipated, and attach additional pages as necessary.

Column A Corner List:
Estimated Cost Per Column A Corner: \$ 890.00

Column B Corner List:
Estimated Cost Per Column B Corner: \$ 0

Column C Corner List (typically incur no cost. If costs are incurred, please itemize and provide rationale):

Column D Corner List:

	<u>Number</u>	<u>Cost per Corner</u>
Walk-in Corners	0	\$ 0.00
DNR Corners	0	\$ 0.00
USFS Corners	0	\$ 0.00
MDOT Corners	0	\$ 0.00
County Road Commission Corners	0	\$ 0.00
County Drain Commission Corners	0	\$ 0.00
Replaced Due to Construction	0	\$ 0.00
Revisit/Redo	0	\$ 0.00

Monumentation Supplies:			
1. Number of Markers: 35 x \$ 90 ea = \$3,150.00	PERCENTAGE OF TOTAL BUDGET	TOTAL MONUMENTATION SUPPLY EXPENDITURES	
2. 16 x \$ 10.00ea = \$ 160.00			
3. Number of Caps : 20 x \$ 4.50 ea = \$ 90.00			
Provide Description of Standard County Marker/Caps used (Include multiple markers if applicable):	4%	\$ 3,400.00	
1. 2 3/4" x 30" cast Iron Harrison Monuments			
2. 5/8" x 8' Rebar (swamp corners)			
3. 4" Aluminum "County Survey Caps"			
Peer Group:			
Estimated Number of members: 6 @ \$ 960 ea = \$5,760	PERCENTAGE OF TOTAL BUDGET	TOTAL PEER GROUP EXPENDITURES	
Estimated Number of meetings: 3 @ \$ 320 ea = \$960	7%	\$ 5,760.00	
TOTAL ITEM A (Research/Monumentation + Monumentation Supplies + Peer Group)	86%	\$ 68,790.00	
Item B - COORDINATES TO BE ESTABLISHED FOR PLSS CORNERS (CONTRACTUAL SURVEY SERVICES)			
Number of Coordinates to be Set	PERCENTAGE OF TOTAL BUDGET	TOTAL COORDINATE EXPENDITURES	
0	0%	\$ 0.00	
Itemize each corner, town and range, and describe/provide rationale for any unusual situation anticipated. Attach additional pages as necessary.			
Estimated Cost per Coordinate: \$ <u>0</u>			
Item C - NGS CONTROL STATION RECOVERY (CONTRACTUAL SURVEY SERVICES)			
Number of Stations and PID Number Listing	Cost per Recovery	PERCENTAGE OF TOTAL BUDGET	TOTAL RECOVERY EXPENDITURES
0		0%	\$ 0.00
TOTAL CONTRACTUAL SURVEY SERVICES (Item A + Item B + Item C)		%	\$ 68,790.00

Item D - ADMINISTRATION
NOTE: ITEM D 15% OF THE TOTAL GRANT MAY BE ALLOWED FOR ADMINISTRATION

Identify by name and estimate number of hours, rate of pay/fringe benefits/contract amount, and description of duties (excluding the Grant Administrator and County Representative/Surveyor) for the following. Attach additional pages as necessary.		PERCENTAGE OF TOTAL BUDGET	TOTAL ADMINISTRATIVE EXPENDITURES
Grant Administrator (Includes all duties as defined by County Plan)		3%	\$ 2,585.00
County Representative/Surveyor (Includes all duties as defined by County Plan)	Contractual Reviews \$1,600 Closeout Analysis \$800 Comer Research (2012) \$1,460 Chair Peer Group \$600 Admn. /Commission mtg. \$800	7%	\$ 5,260.00
Additional Staff (Delegated duties)	Clerical - minutes, agendas, correspondences, data entry Graphics - Map Completion	2%	\$ 1,300.00
		1%	\$ 1,700.00
TOTAL STAFF EXPENDITURES		13.5%	\$ 10,845.00
Administration Supplies/Indirect Costs:		PERCENTAGE OF TOTAL BUDGET	TOTAL SUPPLIES EXPENDITURES
<u>Copies, postage, notices</u>	\$ <u>81.00</u>		
	\$ _____		
	\$ _____	5%	\$ 81.00
	\$ _____		
TOTAL ADMINISTRATION EXPENDITURES		14%	\$ 10,926.00
TOTAL ANNUAL BUDGET (Sum of all "Total Annual Budget" amounts in far right column):			Total Must Equal Item 5, Page 1
Research/Monumentation	\$ 59,630.00		
Monumentation Supplies	\$ 3,400.00		\$ 79,716.00
Peer Group	\$ 5,760.00		
Coordinates to be Established	\$ 0.00		
NGS Stations to be Recovered	\$ 0.00		
Administration	\$ 10,926.00		

DELEG is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.