

A RESOLUTION AUTHORIZING THE CHAIR OF THE BOARD TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE WASHTENAW COUNTY TRIAL COURT SPECIFYING THE RIGHTS AND DUTIES OF EACH PARTY WITH RESPECT TO BUDGETARY AND OPERATIONAL ISSUES.

WASHTENAW COUNTY BOARD OF COMMISSIONERS

January 21, 2004

WHEREAS, under Michigan law, the Washtenaw County Trial Court is a separate branch of government; and

WHEREAS, Washtenaw County is the funding unit for the Washtenaw County Trial Court; and

WHEREAS, on October 3, 1990, the County and the Trial Court executed a "Lump Sum Agreement" that detailed the rights and responsibilities of the parties concerning budgetary and operational issues; and

WHEREAS, after the Trial Court notified the County that it was terminating the "Lump Sum Agreement" in September, 2003, the Trial Court and County entered into extensive negotiations on a new Agreement; and

WHEREAS, the County and Trial Court have now reached a tentative agreement on a new Memorandum of Understanding, which provides the rights and responsibilities of the parties concerning budgetary and operational issues; and

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

NOW THEREFORE, BE IT RESOLVED that the Washtenaw County Board of Commissioners approves the "Memorandum of Understanding" with the Washtenaw County Trial Court attached to this Resolution and authorizes the Chair of the Board to sign the Memorandum of Understanding thereby binding the County to its terms and conditions, to be filed with the County Clerk.

MEMORANDUM OF UNDERSTANDING

This Agreement is between the Washtenaw County Board of Commissioners (hereafter “the County”) and all of the Courts in Washtenaw County for which the Washtenaw County Board of Commissioners is the funding unit, namely the 22nd Circuit Court, Washtenaw County Probate Court and 14A District Court (hereafter collectively “the Court”). This Memorandum of Understanding replaces and revokes the “Lump Sum Agreement” previously signed by the Court and adopted by County Board resolution on October 3, 1990 and is binding on the parties effective on the date signed.

GENERAL AGREEMENTS

1. The County and the Court recognize and agree that the Court is a constitutional body and a separate and independent branch of government and that the Court has the authority to incur and the County has the responsibility to appropriate all such expenses as are reasonably necessary for the holding of court and the administration of the duties of courts of justice. The County recognizes and agrees that in accordance with current Michigan law it has the constitutional obligation to, and will, provide facilities and appropriate all reasonable and necessary funds in a “lump sum” for the operations of the Court. The County recognizes and agrees that it may not direct or control the Court’s expenditure of appropriated funds. The Court recognizes and agrees that it shall stay within its appropriated “lump sum” budget amounts.

2. The County and the Court recognize and agree that the Court must properly account for the manner in which such appropriated funds are expended. The Court recognizes and agrees that the County under Michigan law has certain budgetary, accounting and auditing responsibilities concerning County funds. The Court agrees that it will provide to the County, for informational purposes only, line item documentation for the expenditure of County appropriated funds.

3. The County and the Court also recognize that the creation of separate and additional support services for such functions as human resources, finance and technology is not an efficient use of public funds. The Court and the County agree that the Court will be provided, and will utilize, County support services for Court operations, wherever feasible and appropriate.

SPECIFIC PROVISIONS

1. Lump Sum Budgeting – A lump sum budget is an appropriation which represents an original line-item budget. However, the Court can make transfers between line items within the lump sum according to the terms and conditions set forth in this Agreement.

The Court has the following lump sum budgets:

- A. Circuit Court
 1. Circuit Court Administration
 2. Juvenile – General Fund
 3. Friend of the Court
 4. Community Corrections
- B. Probate Court Estates & Mental Health
- C. 14-A District Court
- D. Child Care Fund – The Court will continue to oversee and manage the Child Care Fund in cooperation with the County

2. Budget Preparation – The Court will prepare a bi-annual line-item budget for informational purposes to be submitted to the County during its regular budgeting process. The line item categories to be submitted are, Personnel Services, Supplies, Other Services and Charges and Internal Service Charges.

3. Budget Control – With the exception of the fringe benefit and cost allocation line-items, the Court may make budget transfers between line-items within the Court's budget, without prior approval of the County. The Court agrees that any surpluses in any line item reflected in 1A1, 1A2, 1B and 1C above will be used first to cover any projected deficits in the Court's line item budgets. All such transfers shall follow the County's budget transfer process, but shall not require prior County approval.

For the protection and security of employees no line-item transfer shall be made from Personnel Account No. 70200, being the Salaried Permanent Account unless the Court, in consultation with the County's Finance Department, determines there are excess funds in those line items. Surpluses in any line item may be utilized by the Court at its discretion. The Court, however, may authorize that excess Personnel funds be returned to the County General Fund.

The Court agrees to provide the County's Finance Department with quarterly projections of the status of its lump sum budgets and shall cooperate with appropriate County personnel to discuss those projections.

4. Travel Policy – The Court agrees to abide by the County's travel reimbursement procedures.
5. Accounting – The Court will continue to use the County's accounting system and procedures. Upon request, the Court agrees to provide the County's Finance Department with a copy of financial reports submitted to outside agencies.
6. Position Control and Classification System – The Court will utilize the County position control system, defined as identifying each employee with an established position control number. The Court may eliminate and create positions throughout the Court at its discretion and will report those personnel changes, for informational purposes only, to the County, provided that there are sufficient funds in the Court's lump sum budget to fully fund such position changes. The Court accepts and will follow the County's classification structure and salary schedules. The Court maintains the right to establish individual entry level pay amounts within the established pay structure and step/merit increases within their budget. The Court, in consultation with the County's Human Resources Department, will evaluate new and existing positions and establish, except where controlled by a Collective Bargaining Agreement, appropriate salary ranges for all Court positions.
7. Labor Relations – The Court will utilize the County's Corporation Counsel and/or Labor Relations Department in all union matters, including contract administration and negotiations. The County and the Court will share and cooperate equally in negotiation responsibilities.
8. Personnel Policies – The Court hereby adopts and will continue to rely on the County's current Personnel Policies and Procedures, unless inconsistent with a Court policy or procedure on file with the County. The Court may modify said Personnel Policies and Procedures for non-union employees and for union employees to govern issues which are not dealt with in the Collective Bargaining Agreement, with advance notification to and discussion with the County's Human Resources Director. Any such modifications will become effective when they are filed in the Human Resources Department. There will be no modifications to the County fringe benefit policies (including sick accrual and use, life, health, dental, long term disability, workers compensation, unemployment compensation, tuition reimbursement, and non-judicial pension plans).

The Court will continue to review applications for new employees submitted to the Human Resources Department, but will not be limited in their search to such applicants. The Court may add or substitute appropriate pre-employment screening tests provided they are non-discriminatory and relevant to the duties of the position to be filled. The Court agrees to cooperate with the Human Resources Department in designing and administering such tests.

9. Affirmative Action – The Court will continue to follow the County's Affirmative Action Plan adopted June 6, 1984 (84-0200), and as may be further amended, until such time as the Court adopts its own plan.
10. County Procurement Policy – The Court will follow the County Procurement Policy and recognize the statutory purchasing duties of the County Administrator/Controller as set forth in MCLA 46.13b. The County recognizes that the Court may, on occasion, have extraordinary needs and agrees, through the County Administrator/ Controller, to cooperate in meeting those needs.
11. Technology – The Court will follow the IT and Trial Court Partnership Agreement, signed by the IT Director and the Chief Judge of the Trial Court in October 2003, and as may be further amended.
13. Modification and Duration - This Agreement may be modified by mutual consent of the parties. This Agreement shall continue indefinitely and may be terminated only upon one year's written notification by a party to all other parties. The County agrees to include the Court in the modification process relative to any County policies covered by this Agreement.
14. Governing Law - The parties acknowledge that this Agreement shall be interpreted and enforced in accordance with the Michigan Constitution, Statutes, Court Rules and Administrative Rules of Court.

Dated this _____ day of December, 2003.

Leah Gunn, Chair
Washtenaw County Board of Commissioners

Archie C. Brown
Chief Judge, Washtenaw County Trial
Court and 22nd Circuit Court

John N. Kirkendall
Chief Judge, Washtenaw County Probate
Court

J. Cedric Simpson
Chief Judge, 14A District Court

APPROVED AS TO FORM:

Curtis N. Hedger
Office of Corporation Counsel

ATTESTED TO:

Peggy M. Haines
County Clerk/Register of Deeds