

City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

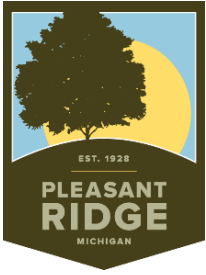
**Special City Commission Meeting
November 8, 2017
Agenda**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Special City Commission Meeting to be held Wednesday, November 8, 2017, at 6:30 p.m., in the City Commission Chambers, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. The following items are on the Agenda for your consideration:

SPECIAL CITY COMMISSION MEETING – 6:30 P.M.

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. PUBLIC DISCUSSION – items not on the Agenda.
5. City Commission moving into Closed Session pursuant to MCL.15.268, to discuss attorney/client privileged information.
6. Reconvene to Open Session, if necessary, for the purpose of making a decision following the Closed Session.
7. Adjournment.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.



City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

**Special City Commission Meeting
November 8, 2017
Wording and Comments**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Special City Commission Meeting to be held Wednesday, November 8, 2017, at 6:30 p.m., in the City Commission Chambers, 23925 Woodward Avenue, Pleasant Ridge, Michigan 48069. The following items are on the Agenda for your consideration:

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1. Meeting Called to Order.
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4. PUBLIC DISCUSSION – items not on the Agenda.

Notes _____

5. City Commission moving into Closed Session pursuant to MCL.15.268, to discuss attorney/client privileged information.

Commissioner #1: Your Honor, I move the City Commission move into Closed Session to discuss attorney/client privileged information.

Commissioner #2: Second.

Motion by _____ Second _____

Notes _____

6. Reconvene to Open Session, if necessary, for the purpose of making a decision following the Closed Session.

Commissioner #1: Mayor, I move the City Commission approve the 45th District Court Settlement Agreement and Release, and the Interlocal Agreement between the City of Pleasant Ridge, City of Huntington Woods and the City of Oak Park, and that the Mayor, City Manager, and City Clerk be authorized to sign the agreements.

Commissioner #2: Second.

Motion by _____ Second _____

Notes _____

7. Adjournment.

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact the City at least seventy-two (72) hours in advance of the meeting, if requesting accommodations.



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
To: City Commission
Date: November 3, 2017
Re: 45th District Court Funding Lawsuit Settlement Agreement

Overview

Attached is a proposed settlement agreement and interlocal agreement which together would settle the case against Oak Park and the 45th District Court. The settlement agreement would handle the claims that involve Huntington Woods and Pleasant Ridge against Oak Park and the 45th District Court. The interlocal agreement involves only the Cities and addresses the court funding question, along with other court management and oversight functions.

Huntington Woods met on Wednesday, November 1 to consider these documents and approved both of them.

Oak Park will consider them on Monday, November 6.

Pleasant Ridge will consider them on Wednesday, November 8.

If approved by the three cities, final entry of the judgment approving the settlement will occur by the end of business on Monday, November 13.

Background

This case began in 2013 and has been to the Circuit Court and the Court of Appeals, where the decisions were totally in Oak Park's favor. Both the Circuit Court and Court of Appeals ruled against us, and found that we had an independent obligation to fund the court. On appeal to the Michigan Supreme Court we prevailed in their early decisions, which indicated that the Supreme Court did not agree with the lower court decisions. The Supreme Court ended up ordering the parties to mediation discussions at the end of 2016 and early 2017.

During those discussions, we uncovered additional data about the operations of the court and the revenues generated by it. Based on this additional information we (HW and PR) believe that the court is not actually losing money for Oak Park, contrary to the claims that we characterized as unsubstantiated included in their briefs and arguments. We were unable to arrive at a settlement during the mediation discussions that occurred last winter.

After the mediation discussions broke down, the Supreme Court ended up deciding to remand this to the Circuit Court to be re-heard with the new distribution information uncovered during mediation included.

This past summer we finally gained traction on a proposed settlement framework among the three Cities after the case was remanded to the Circuit Court by the Supreme Court. After achieving consensus on an agreement among the City Managers in late August we began discussions with the District Court to finalize the agreement. It was a contentious process with the District Court, and we ended up involving the Circuit Court to assist in the negotiations. After spending about 30 hours in negotiations at the Circuit Court over the past weeks we finally ended up with the attached documents.

The alternative to the settlement would be proceeding with re-trying the court case, almost certainly retracing the path through the Appeals Court and back to the Supreme Court.

Case Overview

As a refresher, there are two primary claims in this case:

1. The initial claim is a damage claim by Huntington Woods and Pleasant Ridge against Oak Park for a share of building fund and retirement health care fees assessed on tickets processed through the 45th DC. The basis for this is the statutory 1/3-2/3 split of fines and costs set up in the Revised Judicature Act ([MCL 600.8379](#)).

In 2013, the Supreme Court Administrator's Office (SCAO), which oversees all trial courts in Michigan, conducted an audit of the court and informed the court and the Cities that the fees assessed on tickets for the building fund and retirement health care fund (which together total \$35 per ticket) should be split 1/3 to the jurisdiction writing the ticket and 2/3 to Oak Park. The 45th DC had been retaining all of this revenue.

For a period of 14 months the court distributed the 1/3 share of the ticket revenue. However, not content with this new source of revenue, HW and PR sued Oak Park to reclaim the previous 5 years' worth of our share of the fees, which had not been distributed by Oak Park.

2. After HW and PR filed suit, Oak Park and the 45th DC filed a counterclaim that stated that HW and PR had an independent obligation to fund the court. Per [MCL 600.8379](#), we believe that it is clear that *unless there is an agreement otherwise*, in a district of the third class like the 45th, HW and PR fund the court by giving 2/3 of our ticket revenue to Oak Park.

The implications of this are that our annual contribution to fund the court would have to be determined using some methodology, most likely a caseload share. Using the caseload share methodology, our funding requirement based on the last 5 years would be about \$180,000 a year. Our 2/3 ticket revenue generates about \$124,000 a year, so our funding obligation would have been about \$55,000 more a year. That's a big hit for a City with a budget of our size.

Settlement Framework

The settlement framework consists of the following:

1. The damage claim will be settled by paying a one-time amount to each of the three Cities as set forth in Appendix A of the settlement agreement. This is the amount of the damage claim against the building fund. There is about \$1.6 million in the building fund which can be used to pay these amounts. Pleasant Ridge will receive a one-time payment of \$33,137.01.

2. All parties will waive the damage claim against the retirement health care fees. There is no retirement health care fund, instead, it is a pass-through account. The money collected each year is spent immediately to pay for court retiree health care. As such, there is no pot of money to use for settlement of this claim. The City Managers thought it was a fair compromise to waive this claim, as Oak Park needs this funding to pay their retiree health care commitments.
3. HW and PR will continue to fund the court through the 1/3 - 2/3 split, with no further or independent responsibility to fund the court. Please note that the 1/3 - 2/3 split only applies to a few components of the total fines and costs assessed on tickets written by Pleasant Ridge. In practice, we retain more like 12% of the total fine. This is a fact that is unrelated to and unaffected by this case and settlement. Attached is a detail sheet that shows how the money generated on Pleasant Ridge tickets for the fiscal year ending June 30, 2016 was distributed. The summary of that data is as follows:

Distribution	Amount	Percentage of Total
City of Pleasant Ridge General Fund	\$30,616	11.7%
Oak Park General Fund	\$132,639	50.8%
Court Building Fund	\$17,545	6.7%
Court Retiree Fund	\$13,265	5.1%
State of Michigan	\$53,377	20.4%
Oakland County	\$1,045	0.4%
Trust and Agency	\$12,785	4.9%
TOTAL	\$261,272	100%

4. PR agrees to provide a minimum funding amount of \$124,000 each year to Oak Park for court funding. This is based on a three-year average of the 2/3 share of our ticket revenue that is retained by Oak Park. This will not be an onerous commitment for us to achieve. We must only continue to write the status quo number of tickets that we have every year for the past 10 years, at least.
5. HW and PR will participate in a court management council to help oversee the operations of the court. The day to day operations of the court will be managed by the Chief Judge and the Court Administrator, but the Court Management Council (CMC) will function in an oversight role, like a board of directors.

It is possible through the Supreme Court Administrator's Office Administrative Order 1998-5 that the funding units (i.e. the Cities) can create a CMC that has more direct control over salaries and benefits offered to Court employees. The Court is opposed to this, but it is an option that the funding units can use in the future if necessary. Administrative Order 1998-5 is attached for reference.

6. The court will implement new fees to help fund the operations of the court. The building fund fee will also be reduced from \$15 to \$5, with \$10 going to a new court operations fund.
7. The remainder of the settlement agreement addresses longstanding issues between the 45th and Oak Park. These issues predate and are outside of the narrow legal claims involved in this case,

but it became necessary to address those issues to arrive at a settlement agreement that the Court would sign on to. Examples of these issues include the court operation study, the court facility study, and classification of Oak Park violations as misdemeanors that go to the court or civil infractions that can be handled through a municipal civil infractions bureau at Oak Park City Hall.

Requested Action

City Commission consideration of the proposed settlement agreement and interlocal agreement for approval.

SETTLEMENT AGREEMENT AND RELEASE

CITY OF HUNTINGTON WOODS AND CITY OF PLEASANT RIDGE

v.

CITY OF OAK PARK AND 45TH DISTRICT COURT

and

CITY OF OAK PARK

v.

CITY OF HUNTINGTON WOODS AND CITY OF PLEASANT RIDGE

Oakland County Circuit Court Case 13-135842-CZ

This Settlement Agreement and Release (the “Agreement”) is entered into this _____ day of _____, 2017 (the “Effective Date”), between the Parties to the above referenced Lawsuit, **City of Huntington Woods**, a Michigan Municipal Corporation, referred to as Huntington Woods; the **City of Pleasant Ridge**, a Michigan Municipal Corporation, referred to as Pleasant Ridge; the **City of Oak Park**, a Michigan Municipal Corporation referred to as Oak Park; which entities are also referred to as Funding Units, and the **45th District Court**, the 45th Administrative Unit of the Judicial District Court for the State of Michigan, referred to as the 45th District Court. Collectively Huntington Woods, Pleasant Ridge, Oak Park, and the 45th District Court are referred to as the Parties, and individually as a Party.

WHEREAS, MCL 600.8123 established the 45th Judicial District, a district of the third class, which consists of the cities of Huntington Woods, Oak Park, Pleasant Ridge, and the Township of Royal Oak (“Royal Oak Township”). The 45th District Court is the administrative unit for the 45th Judicial District.

WHEREAS, a dispute arose between the Parties related to 1) the distribution of revenue collected by the 45th District Court on cases originating in the Funding Units’ respective jurisdictions; and 2) funding of the expenses for the operation of the 45th District Court. The case captioned *City of Huntington Woods and City of Pleasant Ridge v City of Oak Park and 45th District Court*, Oakland County Circuit Court Case 13-135842-CZ is referred to as the “Action.”

WHEREAS, the Parties now agree that it is in their mutual best interests to resolve the disputes and claims between them as set forth in the Action so as to avoid further costs and uncertainties of litigation.

NOW, THEREFORE, the Parties agree to resolve the pending Action and their dispute, and agree as follows:

1. **Compromise**. The Parties understand, acknowledge and agree that this settlement is a compromise of disputed claims, and is not to be construed as an admission of liability of any Party and is merely intended to avoid further litigation.

2. **Interlocal Agreement**. Huntington Woods, Pleasant Ridge, and Oak Park have agreed, among themselves, to enter into the *Interlocal Agreement Between the Cities of Huntington Woods, Pleasant Ridge, and Oak Park* (the “Interlocal Agreement”). The 45th District Court is not a party to the Interlocal Agreement. The 45th District Court expressly

reserves all rights to challenge, dispute, and otherwise oppose the validity and enforceability of the Interlocal Agreement.

3. Settlement of Claim Related to Distribution of Revenue.

a) *Settlement Payment from Building Construction Fund No. 470.* Huntington Woods, Pleasant Ridge, and Oak Park shall receive a one-time distribution from the Municipal Building Construction Fund No. 470 as set forth in **Appendix A**. The distribution amount as set forth in Appendix A is calculated as follows: 1/3 of the Building Construction Fund No. 470 amounts collected on cases originating in each respective jurisdiction as reported in the Court Costs Distributions Report of SCAO dated October 2012, for the time period commencing on July 1, 2007 and ending June 30, 2013 in accordance with the six (6) year statute of limitations. The Parties acknowledge that distributions of amounts collected for the Building Construction Fund No. 470 were already made from July 1, 2012 until February 28, 2014 to Huntington Woods and Pleasant Ridge; therefore, Huntington Woods and Pleasant Ridge acknowledge and agree that they will not receive any additional distribution for this time period. Oak Park shall receive 1/3 of the Building Construction Fund No. 470 amounts collected on cases originating in its jurisdiction commencing on July 1, 2007 and ending February 28, 2014. By approval of this Agreement, the Oak Park City Council condition referenced in the approval of the 45th District Court budget for FY 2017-2018, dated May 15, 2017 is removed.

b) From March 1, 2014 forward, all funds whenever assessed by the 45th District Court or collected regarding Building Construction Fund No. 470 will not be subject to distribution per MCL 600.8379 and shall not be subject to the 1/3rd - 2/3rd distribution formula set forth in MCL 600.8379 and shall be remitted 100% to Oak Park, to be accounted for in Building Construction Fund No. 470 only for improvements to the 45th District Court facilities.

c) *Continued Collection for Building Construction Fund No. 470; Amount; Use.* The 45th District Court shall continue to impose and collect for the Building Construction Fund No. 470 Fifteen Dollars (\$15.00) as appropriate upon the disposition of every offence until the Effective Date which changes the Building Construction Fund No. 470 assessment amount to Five Dollars (\$5.00). After the Effective Date, the funds collected shall be allocated as follows: \$5.00 shall be accounted for in the Building Construction Fund No. 470 and shall be applied exclusively for improvements to the 45th District Court facilities; and \$10.00 shall be accounted for separately and applied to the operational expenses of the 45th District Court.

d) The Parties acknowledge the Court has supplied the Funding Units with an exemplar list of 45th District Court suggested improvements attached as **Appendix B** to be paid for by available funds in the Building Construction Fund No. 470. In the event not all funds are used in a fiscal year, the unencumbered appropriation balance of the Building Construction Fund No. 470 will be retained in the Building Construction Fund No. 470 for appropriation in the ensuing year.

e) *Retiree Health Care.* The Funding Units agree to forego any claim related to the revenue collected for Court retiree health care and held in the Retiree Health Care District Court Fund No. 678 ("Retiree Health Care Fund No. 678"). These funds will not be distributed as provided by MCL 600.8379 going back or going forward for any reason. The current \$20.00

amount imposed and collected on the disposition of every offence originating in the Funding Units' respective jurisdictions for the 45th District Court retiree health care shall continue and shall not be subject to the 1/3rd - 2/3rd distribution formula set forth in MCL 600.8379. Revenue collected and remitted to Oak Park shall be accounted for in the Retiree Health Care Fund No. 678. Oak Park will receive 100% of these funds for the exclusive use of funding the 45th District Court's retiree health care expenses and costs.

f) *Increases in Costs Assessments.* Commencing on the first day of the month after the Effective Date, the 45th District Court shall implement increases in the cost assessments as set forth in **Appendix C**, as attached. Revenue collected on any new or increased fines, fees, costs or assessments set forth in Appendix C shall not be subject to the 1/3rd - 2/3rd distribution formula set forth in MCL 600.8379. Oak Park shall receive 100% of these revenues to be used for funding the expenses for the operation of the 45th District Court.

g) *Court Facility Study.* The Parties approve and Oak Park hereby authorizes the expenditure of monies from the Building Construction Fund sufficient to pay for a non-binding comprehensive court facility study. The 45th District Court shall arrange through Oak Park for a court facility study to be completed by SCAO or a third party consultant engaged by the 45th District Court to review the court facilities and produce a written report respecting recommendations for facility improvements and improvement plans. Nothing herein prevents or precludes any Party from arranging and bearing, at its sole expense, an independent court facility study. A copy of the study will be provided to all Parties.

4. Funding Expenses of 45th District Court. Huntington Woods, Pleasant Ridge, and Oak Park are Funding Units for the 45th District Court. The Funding Units agree to modify their respective funding obligations and share in the expenses of maintaining, financing, and operating the 45th District Court as follows:

a) *Funding Period.* The Funding Units agree to modify their funding obligation consistent with the terms of this Section 4 for a duration of four (4) years commencing on the first day of the month after the governing body for each Funding Unit adopts a resolution consistent with the terms of this Section (the "Funding Period").

b) *Funding Obligation.* The Funding Units agree that, in lieu of their statutory obligations, and only for the duration as set forth in Section 4(a) above, the Funding Units shall share in the funding of the 45th District Court as provided in this Section 4.

c) Huntington Woods and Pleasant Ridge shall fund the 45th District Court as provided in the Interlocal Agreement, Sections 6, 7, 8, 9, and 13 without amendment. The Funding Units shall provide 60 days prior written notice of legislative consideration of any amendment approval resolution regarding the Interlocal Agreement. Upon written request, the 45th District Court may waive the 60 day notice period.

d) Pleasant Ridge shall annually have a minimum funding contribution which is no less than the three year average for fiscal years 2013-14, 2014-15, and 2015-16 of the money collected and retained by the 45th District Court pursuant to MCL 600.8379, which the Parties agree is \$124,000. In the event that Pleasant Ridge's funding contribution is less than \$124,000

in any fiscal year for the duration of the Funding Period, Pleasant Ridge shall contribute from its general revenue the difference between the actual funding contribution and \$124,000 (the "Deficiency Payment"). The Deficiency Payment shall be transferred to Oak Park to be deposited and used for the 45th District Court.

e) Huntington Woods shall, at a minimum, not change the civil infraction classifications adjudicated through the 45th District Court as listed in the attached **Appendix D**.

f) Oak Park shall have the obligation to fully fund and annually appropriate all remaining amounts necessary for the 45th District Court's operation in a line item budget. In the event that Oak Park establishes an administrative hearings bureau or municipal violations bureau, all applicable fines, costs, fees, and assessments shall be collected, processed, and applied for the 45th District Court and shall be remitted 100% to Oak Park.

g) *Other Revenue*. The judicial standardization payments from the state of Michigan, court grants, probation costs, and other funding sources shall not be subject to MCL 600.8379, shall be remitted to Oak Park and shall be applied exclusively for the specified expenses of the 45th District Court for which the money was received.

5. Budget. For the duration of the Funding Period, the 45th District Court's budget is subject to the following:

a) *Surplus*. To the extent that the 45th District Court Retiree Health Care revenues exceed the actual retiree health expenses for the corresponding fiscal year, the surplus shall be reallocated to other expenses of the 45th District Court.

b) *Reduction Restriction*. Oak Park shall not reduce or amend the 45th District Court's budget on the sole basis that the 45th District Court's revenue collection is insufficient.

c) *In-Kind Services*. The Parties acknowledge and agree that Oak Park provides certain in-kind services to the 45th District Court for the court's operation and maintenance which are further described in **Appendix E** attached to this Agreement (the "In-Kind Services"). The In-Kind amounts in Appendix E have not been validated. Before any In-Kind amounts are budgeted or reimbursed to Oak Park, the amounts must be validated and agreed to by Oak Park and 45th District Court. The Parties further acknowledge and agree that Oak Park owns the building designated as the 45th District Court building, the adjacent parking lots, and the shared use corridor located between the Court Building and the Oak Park Public Safety Facility situated on the Oak Park's land located at 13600 Oak Park Boulevard, Oak Park, Michigan 48237 (the "Court Building"). Costs for the In-Kind Services and rent for the Court Building, shall be reflected in the budget and reimbursed to Oak Park.

For the duration of the Funding Period, and unless agreed otherwise by the Parties in writing, Oak Park shall not increase the cost and expenses for the In-Kind Services except for (i) actual increased costs without mark-up of the In-Kind Services used by the 45th District Court, or (ii) reasonable inflationary increases. Further, Oak Park, for the duration of the Funding Period, shall not increase the rent and allocated costs for the Court Building which the Parties agree is currently \$8.00/sq. ft.

Oak Park shall annually and reasonably upon request, provide to the Parties documents, records, and materials to support, in sufficient detail, how Oak Park calculated the cost for the In-Kind Services.

d) *Dispute Resolution.* In the event there is a dispute among or between the Parties regarding the budget, the 45th District Court will have and shall retain the right to declare a “funding dispute” and submit the funding dispute for resolution pursuant to applicable rules, regulations, and statutes, including without limitation, Administrative Order 1998-5, Section III.

6. Condition. The approval of this Agreement by Oak Park, Huntington Woods, and Pleasant Ridge is conditioned upon the Interlocal Agreement being approved by resolution of their respective legislative bodies.

7. No Waiver. No Party to this Agreement shall be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the waiving Party.

8. Releases. The Funding Units, for themselves and on behalf of their elected and appointed officials, and their employees, agree to release each other and their respective elected and appointed officials and employees from all claims or liability arising out of the Action. The Funding Units, for themselves and on behalf of their elected and appointed officials, and employees, shall not at any time after this Agreement make any claim, counterclaim, bring any lawsuit, initiate any proceeding, or make any demand for payment against each other arising out of or relating to the facts or transactions that were at issue in the Action and accrued prior to the date of this Agreement, except to enforce the terms of this Agreement. Huntington Woods and Pleasant Ridge, for themselves and on behalf of their elected and appointed officials, and their employees, agree to release the 45th District Court, its elected and appointed officials, and employees from any claims, counterclaims, actions, lawsuits, or demands for payment which arise out of the Action. The 45th District Court, for themselves and on behalf of their elected and appointed officials, and their employees, agree to release Huntington Woods and Pleasant Ridge, their elected and appointed officials, and employees from any claims, counterclaims, actions, lawsuits, or demands for payment respecting the payments made from the Building Construction Fund No. 470 to Huntington Woods and Pleasant Ridge pursuant to Section 3(a) above. Notwithstanding the foregoing release, the released Parties agree that they can bring claims for breach of this Agreement against the 45th District Court, subject to the terms hereof.

9. Dismissal with Prejudice. The Parties agree to dismiss the Action with prejudice and each party will bear its own costs and fees and enter the Order attached at **Appendix F**.

10. Governing Law. This Agreement shall be governed by the laws of the state of Michigan and any question arising hereunder shall be construed or determined according to such law, without any effect being given to any conflict of law principles.

11. Counterparts. This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile or PDF, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

12. Headings and Captions. The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

13. Integration Clause. This Agreement contains the entire agreement among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, among them relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by approval of the legislative body of the respective cities and any amendment shall be in writing signed by the Parties. This Section 13 does not apply to the Interlocal Agreement among Oak Park, Huntington Woods, and Pleasant Ridge.

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[SIGNATURES ON FOLLOWING PAGES]

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

CITY OF HUNTINGTON WOODS

Date

By: _____
Name: Robert F. Paul
Its: Mayor

Date

By: _____
Name: Amy Sullivan
Its: City Manager

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

CITY OF PLEASANT RIDGE

Date

By:_____

Name: Kurt Metzger

Its: Mayor

Date

By:_____

Name: James Breuckman

Its: City Manager

Date

By:_____

Name: Amy Drealan

Its: City Clerk

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

CITY OF OAK PARK

Date

By: _____
Name: Marian McClellan
Its: Mayor

Date

By: _____
Name: Erik Tungate
Its: City Manager

Date

By: _____
Name: T. Edwin Norris
Its: City Clerk

Date

Name:
Witness

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

45TH DISTRICT COURT

Date

By: _____
Name: Honorable Michelle Friedman Appel
Its: Chief Judge

LIST OF APPENDICES

- A. Distribution Amounts for Settlement
- B. 45th District Court Facility Suggested Renovation / Improvements
- C. Costs / Assessments
- D. Huntington Woods Civil Infraction Classifications
- E. In-Kind Services
- F. Stipulated Order of Dismissal

APPENDIX A

Distribution Amounts for Settlement of Claim Related to Distribution of Revenue

<u>Huntington Woods</u>		
2008	\$	14,152.46
2009	\$	13,024.67
2010	\$	13,707.50
2011	\$	16,493.33
2012	\$	24,701.33
2013 – 2/28/14		Already distributed
TOTAL		\$82,079.29

<u>Oak Park</u>		
2008	\$	33,331.00
2009	\$	36,358.00
2010	\$	32,580.00
2011	\$	24,945.00
2012	\$	36,281.00
2013	\$	31,914.00
7/1/13 - 2/28/14		23,069.00
TOTAL		\$218,479.00

<u>Pleasant Ridge</u>		
2008	\$	6,632.17
2009	\$	5,834.67
2010	\$	7,011.83
2011	\$	4,999.67
2012	\$	8,658.67
2013 - 2/28/14		Already distributed
TOTAL		\$33,137.01

APPENDIX B

45th District Court Facility Suggested Renovation/Improvements

1. 45th District Court facilities/building, roof, and heating and cooling system repaired and/or replaced.
2. 45th District Court facilities/building renovated to current ADA compliance.
3. 45th District Court public space and security updated to current standards.
4. 45th District Court facilities/building renovations regarding jury rooms, Michigan indigent defense counsel meeting rooms, and additional restrooms for staff and court personnel.
5. 45th District Court facilities/building and adjoining parking lot renovations regarding secure parking and secure entrance for security officers, judges, and court staff/personnel.

APPENDIX C

Misdemeanor Costs and Civil Infractions

Misdemeanor Costs

After the Effective Date of the Agreement, the 45th District Court will implement increases in the cost assessments for applicable misdemeanor cases up to Seventy Dollars (\$70.00) per case as authorized and consistent with MCL 769.1k(I)(b)(iii)(3).

Civil Infractions

After the Effective Date of the Agreement, the 45th District Court will implement increases in fines or costs assessments for the following civil infractions on average by Ten Dollars (\$10.00) per case as authorized by law or ordinance and consistent with Supreme Court Administrative Office guidance:

- All speeding (regular and limited access) except violations of 26 mph (or greater) over the limit
- Expired license plate labs
- Impeding traffic
- Texting while driving
- Red light
- Traffic control device
- Snow tickets
- Double parking
- Fire lane
- Improper parking

APPENDIX D

Appendix D is a list of municipal civil infractions that may be issued by the City of Huntington Woods. Violators have the option to admit responsibility for a civil infraction and pay a prescribed fine through the Municipal Ordinance Violations Bureau. Or violators who deny responsibility may request to have the civil infraction adjudicated in the District Court. The City also retains the right to require certain infractions be adjudicated in District Court for chronic violators at their discretion.

Chapter 4-ANIMALS

ARTICLE I.-IN GENERAL

Sec. 4-4. - Domestic animals and fowl

ARTICLE II.-DOGS

Sec. 4-33. - Barking or dangerous dogs

Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE III. - BUILDING GRADE AND DRAINAGE

ARTICLE IV. - SECURITY BARS

ARTICLE VI. - PROPERTY MAINTENANCE CODE

ARTICLE VII. - DANGEROUS BUILDINGS

ARTICLE VIII. - HISTORIC PRESERVATION ARTICLE IX. - FENCES, WALLS AND HEDGES

ARTICLE X. - AIR CONDITIONING AND REFRIGERATION EQUIPMENT

ARTICLE XI. - PRIVATE OUTDOOR SWIMMING POOLS

ARTICLE XIII. - OUTDOOR LIGHTING

ARTICLE XIV. - TEMPORARY PORTABLE TOILETS, DUMPSTERS, STORAGE UNITS AND CONSTRUCTION TRAILERS ARTICLE X.-LANDLORDS

ARTICLE XI. - LAWN CARE SERVICES ARTICLE XII. - SNOW REMOVAL SERVICES ARTICLE XIII. - TREE SERVICES

Chapter 14 - ENVIRONMENT

ARTICLE III. - NOISE CONTROL WITHIN THE CITY OF HUNTINGTON WOODS ARTICLE IV. - BLIGHT CONTROL ARTICLE V. - WEED CONTROL

ARTICLE VI. - RODENT CONTROL

ARTICLE VII.-TREES

ARTICLE VIII. - ABANDONED PROPERTY

ARTICLE IX. - STANDING WATER AND MOSQUITO CONTROL

Chapter 25 - PRIVATE GROUNDWATER WELLS Chapter 30 - SOLID WASTE

Chapter 32 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES Chapter 40-ZONING

This is the only section of the traffic code for the Municipal Ordinance Bureau
DIVISION 16. - STOPPING, STANDING, AND PARKING

APPENDIX E

Suggested Categories of Services Provided by Oak Park for Operation of 45th District Court, not limited to the following:

<u>Service</u>	<u>Estimated Annual Expense Amount</u>
Utilities-Cable	\$ 938.00
Bank/CCFees & Service Charges	\$ 13.00
Utilities-Telephone	\$ 1,810.00
Building Repair and Maintenance	\$ 11,085.00
Utilities – Water & Electricity	\$ 27,657.00
Insurance Property & Liability	\$ 44,353.00
HR, Payroll Processing, AP	\$ 54,702.00
Audit	\$ 7,500.00
IT Consultant	\$ 21,456.00
Building Rent	\$134,960.00
Waste/Recycling	\$ 1,632.00
Parking Lot Lighting (DTE street lighting)	\$ 1,822.00
Utility – Natural Gas	\$ 9,000.00
Landscape/Lawn Maintenance	\$ 2,000.00
Parking Lot Maintenance (Striping/Cleaning)	\$ 500.00
Snow/Ice Maintenance (Parking Lots/Sidewalks)	\$ 1,200.00

APPENDIX F

Form of Stipulated Order of Dismissal

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

CITY OF HUNTINGTON WOODS, a Michigan
municipal corporation, and CITY OF PLEASANT
RIDGE, a Michigan municipal corporation,

Plaintiffs,

v.

CITY OF OAK PARK, a Michigan municipal
corporation, and 45th DISTRICT COURT, a
division of the State of Michigan, jointly and severally,

Defendants.

Honorable Hala Y. Jarbou

Case 2013-135842-CZ

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STIPULATED ORDER OF DISMISSAL

At a session of Court held in the City of Pontiac,
County of Oakland, State of Michigan on:

PRESENT: Honorable _____
Circuit Court Judge

On the stipulation of the parties, and the Court being fully advised;

IT IS ORDERED that the above-entitled action, including Plaintiffs' Complaint and Defendant City of Oak Park's Counterclaim, is dismissed with prejudice and without costs and fees to any party.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction to enforce the parties' settlement agreement.

This is a final order and resolves all pending claims and closes this case.

Circuit Court Judge

Stipulated and agreed to:

MARK GRANZOTTO, PC

DICKINSON WRIGHT PLLC

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mg@granzottolaw.com

Peter H. Webster (P48783)
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**INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF HUNTINGTON WOODS, PLEASANT RIDGE, AND OAK PARK**

45TH DISTRICT COURT

Pursuant to the authority granted by the Revised Judicature Act, MCL 600.8104(3) and 600.8379(1)(d), this Interlocal Agreement (“Agreement”) is entered into this _____ day of _____, 2017, (effective date) between the **City of Huntington Woods**, a Michigan Municipal Corporation, referred to as Huntington Woods; the **City of Pleasant Ridge**, a Michigan Municipal Corporation, referred to as Pleasant Ridge; and the **City of Oak Park**, a Michigan Municipal Corporation, referred to as Oak Park, which entities are also referred to as Funding Units. Collectively, referred to as the Parties, and individually as a Party.

PREAMBLE

MCL 600.8123 established the 45th Judicial District, a district of the third class, which consists of the cities of Huntington Woods, Oak Park, and Pleasant Ridge, and the township of Royal Oak. The 45th District Court is the administrative unit for the 45th Judicial District.

A dispute arose between the Parties related to 1) the distribution of revenue collected by the 45th District Court on cases originating in their respective jurisdictions; and 2) funding of the expenses for the operation of the 45th District Court. To resolve the disputes and pursuant to the authority granted by MCL 600.8104(3), the Parties have agreed to enter into this Interlocal Agreement.

AGREEMENT

The Parties agree as follows:

1. Parties; Term; Amendment.

a) Funding Unit Agreement. Oak Park, Huntington Woods, and Pleasant Ridge are the Parties to this Agreement. Upon adoption of a resolution of approval by the governing body of each Party, this Agreement shall constitute an MCL 600.8104(3) agreement. Royal Oak Township is not a Party to this Agreement; however, the Agreement may be amended to include Royal Oak Township by unanimous written agreement of all Parties.

b) Term. This Agreement shall have an initial four (4) year term (2017 - 2021) and shall commence on December 1, 2017. Unless otherwise agreed, it shall automatically renew for another four (4) year term unless a Party provides written notice of termination to all other Parties at least 180 days prior to the end of the term. In the event only one (1) city should remain in the 45th Judicial District due to legislative action, the Agreement shall automatically terminate.

c) Amendment. The Agreement may be amended by unanimous written agreement of all Parties starting one (1) year after the initial term commences. Unless waived by the Court, the Parties shall provide to the Court, sixty (60) days prior written notice of legislative consideration of any amendment approval resolution. If a Michigan legislative action or a judicial decision impacts the terms of this Agreement, the Parties shall amend the Agreement accordingly.

2. Location of Holding Court.

a) Situs. The 45th District Court has been located in the City of Oak Park, and the Parties agree for the duration of this Agreement that the location will remain only within Oak Park.

b) Court Facilities. Oak Park owns the building designated as the 45th District Court Building, the adjacent parking lots, and the shared use corridor located between the Court Building and the Oak Park Public Safety facility situated on the City's land located at 13600 Oak Park Boulevard, Oak Park, Michigan 48237. Costs for services provided by Oak Park for operation of the Court and for operation and maintenance of the Court facilities, including rent, shall be reflected in the budget and reimbursed to Oak Park. A list of services provided by Oak Park for operation of the Court is attached as **Appendix A** together with the baseline cost for the expenses listed. Oak Park will provide documentation to the CMC for the expenses charged to the Court budget annually. The costs for services listed in **Appendix A** will not increase except for usage or inflationary increases during the term of the Agreement; except for the agreed upon rent amount of \$8.00/sq. ft. which will not increase for the initial term of the Agreement.

3. Establishment of Court Management Council (CMC).

a) Establishment. The Parties agree to establish a CMC consistent with Supreme Court Administrative Order 1998-5, Chief Judge Responsibilities; Local Intergovernmental Relations, attached as **Appendix B**. The CMC may adopt the bylaws set forth in Administrative Order 1998-5(IV)(1-5); and shall adopt Robert's Rules of Order and Parliamentary Procedure.

b) Membership. The membership of the CMC shall consist of seven (7) members comprised as follows: two (2) representatives from the Oak Park, one (1) representative from Pleasant Ridge, one (1) representative from Huntington Woods, and three (3) judicial representatives (the voting members). The Funding Unit membership of the CMC shall consist of the City Manager from each municipality, plus an additional administrative staff member from Oak Park appointed by the City Manager.

c) Meetings. The CMC shall meet at least bi-annually, and shall adopt an annual meeting schedule at the first meeting of each calendar year. A meeting may be called at any time by the Chair. The CMC shall follow the Open Meetings Act, MCL 15.261, et seq. The CMC records are subject to the Freedom of Information Act, MCL 15.231, et seq. Royal Oak Township will not be a voting member of the CMC, but will receive notices of the CMC meetings.

4. Court Benchmarking Study.

Within forty-five (45) days of the effective date of this Agreement, the Funding Units will collectively prepare and release an RFP for a benchmarking study to be completed by a third-party consultant to review court operations. The scope of the study will include, but shall not be limited to: operating systems and processes, staffing levels, employee benefit comparison, and operating budgets of similar sized district courts in Southeast Michigan. The cost of the study will not exceed \$20,000 and will be paid for as follows: \$2,500 from Huntington Woods, \$2,500 from Pleasant Ridge, and the remainder will be paid by Oak Park.

5. Supreme Court Administrative Order 1998-5. The Parties agree to follow and implement all applicable provisions of Supreme Court Administrative Order 1998-5, Chief Judge Responsibilities;

Local Intergovernmental Relations, attached as **Appendix B**. The Court budget shall be prepared in compliance with SCAO 1998-5 (II) and (III) and any other procedures required by the CMC and approved by the Oak Park City Council.

6. Municipal Building Construction Fund No. 470.

a) Settlement of Claim Related to Distribution of Revenue. Each Party shall receive a one-time distribution from the Municipal Building Construction Fund No. 470. The one-time distribution shall be paid within forty-five (45) days of the effective date of this Agreement. The distribution amount shall be calculated as follows: 1/3 of the Municipal Building Construction Fund No. 470 amounts collected on cases originating in each respective jurisdiction as reported in the Court Costs Distributions Report of SCAO dated October 2012, for the time period commencing on July 1, 2007 and ending June 30, 2013 in accordance with the six (6) year statute of limitations. The Parties acknowledge that distributions of amounts collected for the Municipal Building Construction Fund No. 470 were already made from July 1, 2012 until February 28, 2014 to Huntington Woods, Pleasant Ridge (and Royal Oak Township); therefore, Huntington Woods and Pleasant Ridge acknowledge that they will not receive any additional distribution for this time period. In the event Royal Oak Township becomes a party to this Agreement, any settlement distribution will not include amounts already distributed from July 1, 2012 to February 28, 2014. Oak Park shall receive 1/3 of the Municipal Building Construction Fund No. 470 amounts collected on cases originating in its jurisdiction commencing on July 1, 2007 and ending February 28, 2014. The one time distribution amount for each Party is set forth in **Appendix C**.

b) MCL 600.8379. Each Party agrees that from March 1, 2014 forward, all funds whenever assessed by the 45th District Court or collected for Municipal Building Construction Fund 470 will not be subject to distribution per MCL 600.8379; will not be subject to the 1/3rd -2/3rd distribution formula; and shall be remitted 100% to Oak Park to be accounted for in the Municipal Building Construction Fund No. 470 only for improvements to the 45th District Court facilities.

c) Continued Collection; Repurpose. Commencing on the effective date of this Agreement, the Parties agree that the building fund assessment amount imposed and collected on the disposition of every offense originating in their respective jurisdictions shall continue to be \$15.00 and shall be remitted to Oak Park 100%. The funds collected shall be allocated as follows: \$5.00 shall be accounted for in the Municipal Building Construction Fund No. 470 to be applied exclusively for improvements to the 45th District Court facilities; and \$10.00 shall be accounted for separately and applied to the operational expenses of the 45th District Court.

d) Facility Improvements. Municipal Building Construction Fund No. 470 shall be used for improvements to the Court facility. The CMC shall review the list and budget for Court facility improvements that will be paid for by funds from the Municipal Building Construction Fund No. 470. In the event not all funds are used in a fiscal year, the unencumbered appropriation balance of the Municipal Building Construction Fund No. 470 will be retained in the Municipal Building Construction Fund No. 470 for appropriation in the ensuing year.

7. Retiree Health Care.

a) Distribution of Revenue. The Parties agree to forego any claim related to the revenue collected for Court retiree health care and accounted for in in the Retiree Health Care-District Court Fund No. 678. These funds will not be distributed as provided by MCL 600.8379 going back or going forward for any reason.

b) Continued Collection. The Parties agree that the current \$20.00 amount imposed and collected on the disposition of every offense originating in their respective jurisdictions for the 45th District Court retiree health care shall continue and shall not be subject to the 1/3rd- 2/3rd distribution formula set forth in MCL 600.8379. Revenue collected and remitted to Oak Park shall be accounted for in Retiree Health Care-District Court Fund No. 678. Oak Park will receive 100% of these funds for the exclusive use of funding Court retiree health care expenses. The adequacy of the revenue collected to cover actual costs shall be reviewed annually by the CMC during the annual budget review process. The CMC shall use a three (3) year average of actual expenses and revenue collected for budget projections. If the revenue collected is deficient, the CMC shall include recommendations to address the deficiency.

8. Increases in Costs Assessments.

a) Increases. Commencing on the first day of the month after the effective date of the Settlement Agreement and Release, the District Court shall implement increases in the cost assessments as set forth in **Appendix D**, as attached.

b) Distribution. Revenue collected on any new or increased fines, fees, costs or assessments set forth in **Appendix D**, attached, shall not be subject to the 1/3rd- 2/3rd distribution formula set forth in MCL 600.8379. Oak Park shall receive 100% of these revenues to be used for funding the expenses for operation of the 45th District Court for relevant court personnel and any benefits, goods and services for operation of the court, and other necessary expenses for operation and maintenance of the court facilities including, but not limited to: insurance, utilities, telephone, internet, cable, janitorial services, garbage collection, snow removal, grass maintenance, and building rent.

9. Distribution of Fines, Costs, Fees, and Assessments.

Except as amended by Sections 6, 7, and 8 of this Agreement, the distribution of fines, costs, and fees on cases originating in Huntington Woods and Pleasant Ridge shall be in accordance with the Revised Judicature Act, MCL 600.8379, and as described in the District Court Fee and Assessment table, March 2016, as may be amended, which is attached as **Appendix E**. Distribution of amounts collected as listed in Sections 6, 7, and 8 shall be remitted to Oak Park as specified therein. Distribution of fines and costs on cases originating in Oak Park shall be distributed to Oak Park 100%. If there is a dispute regarding to whom fines and costs are distributed, a member of the CMC may notify the State Court Administrator and request aid to resolve the dispute.

10. Distribution of Revenue Review.

The accuracy of revenue distributions in accordance with this Agreement will be reviewed annually if requested by any of the Funding Units within the 45th Judicial District. The resulting report shall be provided to the CMC.

11. Other Revenue.

The judicial standardization payments from the State of Michigan, court grants, probation costs, and other funding sources shall not be subject to distribution under MCL 600.8379, shall be remitted to Oak Park, and shall be applied exclusively for the specified expenses of the 45th District Court for which the money was received.

12. Additional Revenue.

Any new fees, costs or assessments other than those specified in this Agreement, shall require approval of a majority of the CMC and at least three (3) of the four (4) municipal representatives on the CMC, unless provided for by a State legislative enactment or Michigan Supreme Court Administrative Order.

13. Funding Expenses of 45th District Court.

a) Huntington Woods and Pleasant Ridge shall meet all of their funding obligation for the expenses of the District Court through the distribution to Oak Park of fines and costs, and fees, assessments, and increases as set forth herein, and any new fees, costs, assessments, and increases as approved by the CMC pursuant to Section 12.

b) Huntington Woods agrees, at a minimum, not to change the civil infraction classifications adjudicated through the 45th District Court as listed in the attached **Appendix F**, throughout the term(s) of the Agreement.

c) Pleasant Ridge shall annually have a minimum funding contribution which is no less than the three year average for fiscal years 2013-14, 2014-15, and 2015-16 of the money collected and retained by the 45th District Court pursuant to MCL 600.8379, which the Parties agree is \$124,000. In the event that Pleasant Ridge's funding contribution is less than \$124,000 in any fiscal year for the duration of the this Agreement, Pleasant Ridge shall contribute from its general revenue the difference between the actual funding contribution and \$124,000 (the "Deficiency Payment"). The Deficiency Payment shall be transferred to Oak Park to be deposited and used for the 45th District Court.

d) Oak Park shall have the obligation to fully fund and annually appropriate all remaining amounts necessary for the 45th District Court's operation in a line item budget. In the event that Oak Park establishes an administrative hearings bureau or municipal violations bureau, all applicable fines, costs, fees, and assessments shall be collected, processed, and applied for the 45th District Court and shall be remitted 100% to Oak Park.

14. Royal Oak Township.

Royal Oak Township does not operate an independent police force at the date of this Agreement and relies on the Michigan State Police and Oakland County for services. For this reason, it is not included as a voting member of the CMC, but will be notified of all CMC meetings and decisions. If the Michigan State Police or any other law enforcement agency is serving as the local law enforcement or code enforcement agency for Royal Oak Township, then the provisions of MCL 600.8379 should apply and 2/3 of the fines and costs on cases originating in Royal Oak Township shall be paid to the political subdivision where the guilty plea or civil infraction admission was entered, or where the trial or civil infraction action hearing took place, and the balance shall be distributed to Royal Oak Township pursuant to MCL 600.8379.

15. Condition

This Agreement is conditioned upon the implementation of provisions set forth in Section 6, 7, 8, and 13 including the increases in Cost Assessments as set forth in **Appendix D**, and approval of the Settlement Agreement and Release between the Funding Units to the lawsuit, *City of Huntington Woods and City of Pleasant Ridge v City of Oak Park and 45th District Court*; OCCC Case No.13-135842-CZ, attached as **Appendix G**.

16. Enforcement. This Agreement is enforceable in the Oakland County Circuit Court, State of Michigan; and shall be construed according to Michigan law. This Agreement shall be enforceable by the Parties and each Party's heirs, successors, and assigns.

17. Acknowledgment. Each Party acknowledges that it has read this Agreement and has had the opportunity to review it with the advice of counsel. This Agreement was drafted jointly by counsel for the Parties and there shall be no presumption or construction for or against any signatory; therefore, the doctrine of *interpretation against the draftsman* shall not apply.

18. Amendment. This Agreement may not be amended unless such amendment is duly authorized, reduced to writing, and signed by authorized representatives of the Parties pursuant to Section 1(c).

19. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

20. Counterparts. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

Pursuant to the Resolution of Approval adopted by the legislative bodies for the cities of Huntington Woods, Pleasant Ridge, and Oak Park approving this Interlocal Agreement pursuant to MCL 600.8104(3), and authorizing the execution of this Agreement, the Parties have executed this Agreement on the date specified. The Agreement to take effect on the first date of the month following the last date of execution.

[Signatures on following pages]

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

CITY OF HUNTINGTON WOODS

Date: _____

By: _____

Print name: Robert F. Paul

Its: Mayor

Date: _____

By: _____

Print name: Amy Sullivan

Its: City Manager

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

CITY OF PLEASANT RIDGE

Date: _____

By: _____

Print name: Kurt Metzger

Its: Mayor

Date: _____

By: _____

Print name: James Breuckman

Its: City Manager

Date: _____

By: _____

Print name: Amy Drealan

Its: City Clerk

By execution of this Agreement, the signatories represent that they each have the authority and capacity to make and execute this Agreement and to bind their heirs, successors, and assigns and deliver this Agreement on behalf of the respective Party.

CITY OF OAK PARK

Date: _____

By: _____

Print name: Marian McClellan

Its: Mayor

Date: _____

By: _____

Print name: Erik Tungate

Its: City Manager

Date: _____

By: _____

Print name: T. Edwin Norris

Its: City Clerk

Date: _____

By: _____

Print name:

Witness

APPENDIX A

Reimbursement for Services Provided by Oak Park

Suggested below are Categories of Services Provided by Oak Park for Operation of 45th District Court, not limited to the following:

<u>Service</u>	<u>Estimated Annual Expense Amount</u>
Utilities-Cable	\$ 938.00
Bank/CCFees & Service Charges	\$ 13.00
Utilities-Telephone	\$ 1,810.00
Building Repair and Maintenance	\$ 11,085.00
Utilities – Water & Electricity	\$ 27,657.00
Insurance Property & Liability	\$ 44,353.00
HR, Payroll Processing, AP	\$ 54,702.00
Audit	\$ 7,500.00
IT Consultant	\$ 21,456.00
Building Rent	\$134,960.00
Waste/Recycling	\$ 1,632.00
Parking Lot Lighting (DTE street lighting)	\$ 1,822.00
Utility – Natural Gas	\$ 9,000.00
Landscape/Lawn Maintenance	\$ 2,000.00
Parking Lot Maintenance (Striping/Cleaning)	\$ 500.00
Snow/Ice Maintenance (Parking Lots/Sidewalks)	\$ 1,200.00

APPENDIX B

Supreme Court Administrative Order 1998-5

Therefore, it is ordered that circuit courts, in receiving and disbursing support payments, shall use electronic funds transfer to the fullest extent possible.

In implementing electronic funds transfers, circuit courts will follow guidelines established by the State Court Administrator for that purpose.

ADMINISTRATIVE ORDER NO.1998-4

Sentencing Guidelines

On order of the Court, Administrative Order No. 1998-2, 459 Mich, is vacated.

The sentencing guidelines promulgated by the Supreme Court in Administrative Order No. 1988-4, 430 Mich ci (1988) are rescinded, effective January 1, 1999, for all cases in which the offense is committed on or after January 1, 1999. The sentencing guidelines promulgated in Administrative Order No. 1988-4, as governed by the appellate case law concerning those guidelines, remain in effect for applicable offenses committed before January 1, 1999.

ADMINISTRATIVE ORDER NO.1998-5

[as amended effective June 4, 2014]

Chief Judge Responsibilities; Local Intergovernmental Relations

I. APPLICABILITY

This Administrative Order applies to all trial courts as defined in MCR 8.110(A).

II. COURT BUDGETING

If the local funding unit requests that a proposed court budget be submitted in line-item detail, the chief judge must comply with the request. If a court budget has been appropriated in line-item detail, without prior approval of the funding unit, a court may not transfer between line-item accounts to: (a) create new personnel positions or to supplement existing wage scales or benefits, except to implement across the board increases that were granted to employees of the funding unit after the adoption of the court's budget at the same rate, or (b) reclassify an employee to a higher level of an existing category. A chief judge may not enter into a multiple-year commitment concerning any personnel economic issue unless: (1) the funding unit agrees, or (2) the agreement does not exceed the percentage increase or the duration of a multiple-year contract that the funding unit has negotiated for its employees. Courts must notify the funding unit or a local court management council of transfers between lines within 10 business days of the transfer. The requirements shall not be construed to restrict implementation of collective bargaining agreements.

III. FUNDING DISPUTES; MEDIATION AND LEGAL ACTION

If, after the local funding unit has made its appropriations (including, for purposes of this section, amendments of existing appropriations or enforcement of existing appropriations), a court concludes that the funds provided for its operations by its local funding unit are insufficient to enable the court to properly perform its duties and that legal action is necessary, the procedures set forth in this order must be followed.

1. The chief judge of the court shall notify the State Court Administrator that a dispute exists regarding court funding that the court and the local funding unit have been unable to resolve. The notice must be accompanied by a written communication indicating that the chief judge of the court has approved the commencement of legal proceedings. With the notice, the court must supply the State Court Administrator with all facts relevant to the funding dispute. The State Court Administrator must attempt to aid the court and the local funding unit to resolve the dispute. If requested by the court and the local funding unit, the State Court Administrator must appoint a person or entity to serve as mediator within five business days. Any mediation that occurs as a result of the appointment of a mediator under this paragraph is intended to be the mediation referred to in MCL 141.438(6) and (8) and MCL 141.436(9).

2. If the court concludes that a civil action to compel funding is necessary, a civil action may be commenced by the chief judge, consistent with MCL 141.436 and MCL 141.438, if applicable.¹ If not applicable, a civil action may be commenced by the court, and the State Court Administrator is authorized to assign a disinterested judge to preside over the action.

3. Chief judges or representatives of funding units may request the assistance of the State Court Administrative Office to mediate situations involving potential disputes at any time, before differences escalate to the level of a formal funding dispute.

IV. LOCAL COURT MANAGEMENT COUNCIL OPTION

Where a local court management council has been created by a funding unit, the chief judge of a trial court for which the council operates as a local court management council, or the chief judge's designee, may serve as a member of the council. Unless the local court management council adopts the bylaws described below, without the agreement of the chief judge, the council serves solely in an advisory role with respect to decisions concerning trial court management otherwise reserved exclusively to the chief judge of the trial court pursuant to court order and administrative order of the Supreme Court.

A chief judge, or the chief judge's designee, must serve as a member of a council whose nonjudicial members agree to the adoption of the following bylaws:

¹ The statutory provisions referred to in this paragraph relate to funding disputes between courts and their county funding unit(s). Third class district courts and municipal courts are not subject to the referenced statutory provisions.

- 1) Council membership includes the chief judge of each court for which the council operates as a local court management council.
- 2) Funding unit membership does not exceed judicial membership by more than one vote. Funding unit membership is determined by the local funding unit; judicial membership is determined by the chief judge or chief judges. Judicial membership may not be an even number.
- 3) Any action of the council requires an affirmative vote by a majority of the funding unit representatives on the council and a majority vote of the judicial representatives on the council.
- 4) Once a council has been formed, dissolution of the council requires the majority vote of the funding unit representatives and the judicial representatives of the council.
- 5) Meetings of the council must comply with the Open Meetings Act. MCL 15.261 et seq.; MSA 4.1800(11) et seq. Records of the council are subject to the Freedom of Information Act. MCL 15.231 et seq.; MSA 4.1801(1) et seq.

If such bylaws have been adopted, a chief judge shall implement any personnel policies agreed upon by the council concerning compensation, fringe benefits, and pensions of court employees, and shall not take any action inconsistent with policies of the local court management council concerning those matters.

Management policies concerning the following are to be established by the chief judge, but must be consistent with the written employment policies of the local funding unit except to the extent that conformity with those policies would impair the operation of the court: holidays, leave, work schedules, discipline, grievance process, probation, classification, personnel records, and employee compensation for closure of court business due to weather conditions.

As a member of a local court management council that has adopted the bylaws described above, a chief judge or the chief judge's designee must not act in a manner that frustrates or impedes the collective bargaining process. If an impasse occurs in a local court management council concerning issues affecting the collective bargaining process, the chief judge or judges of the council must immediately notify the State Court Administrator, who will initiate action to aid the local court management council in resolving the impasse.

It is expected that before and during the collective bargaining process, the local court management council will agree on bargaining strategy and a proposed dollar value for personnel costs. Should a local court management council fail to agree on strategy or be unable to develop an offer for presentation to employees for response, the chief judge must notify the State Court Administrator. The State Court Administrator must work to break the impasse and cause to be developed for presentation to employees a series of proposals on which negotiations must be held.

V. PARTICIPATION BY FUNDING UNIT IN NEGOTIATING PROCESS

If a court does not have a local court management council, the chief judge, in establishing personnel policies concerning compensation, fringe benefits, pensions, holidays, or leave, must consult regularly with the local funding unit and must

permit a representative of the local funding unit to attend and participate in negotiating sessions with court employees, if desired by the local funding unit. The chief judge shall inform the funding unit at least 72 hours in advance of any negotiating session. The chief judge may permit the funding unit to act on the chief judge's behalf as negotiating agent.

VI. CONSISTENCY WITH FUNDING UNIT PERSONNEL POLICIES

To the extent possible, consistent with the effective operation of the court, the chief judge must adopt personnel policies consistent with the written employment policies of the local funding unit. Effective operation of the court to best serve the public in multicounty circuits and districts, and in third class district courts with multiple funding units may require a single, uniform personnel policy that does not wholly conform with specific personnel policies of any of the court's funding units.

1. Unscheduled Court Closing Due to Weather Emergency.

If a chief judge opts to close a court and dismiss court employees because of a weather emergency, the dismissed court employees must use accumulated leave time or take unpaid leave if the funding unit has employees in the same facility who are not dismissed by the funding unit. If a collective bargaining agreement with court staff does not allow the use of accumulated leave time or unpaid leave in the event of court closure due to weather conditions, the chief judge shall not close the court unless the funding unit also dismisses its employees working at the same facility as the court.

Within 90 days of the issuance of this order, a chief judge shall develop and submit to the State Court Administrative Office a local administrative order detailing the process for unscheduled court closing in the event of bad weather. In preparing the order, the chief judge shall consult with the court's funding unit. The policy must be consistent with any collective bargaining agreements in effect for employees working in the court.

2. Court Staff Hours.

The standard working hours of court staff, including when they begin and end work, shall be consistent with the standard working hours of the funding unit. Any deviation from the standard working hours of the funding unit must be reflected in a local administrative order, as required by the chief judge rule, and be submitted for review and comment to the funding unit before it is submitted to the SCAO for approval.

VII. TRAINING PROGRAMS

The Supreme Court will direct the development and implementation of ongoing training seminars of judges and funding unit representatives on judicial/legislative relations, court budgeting, expenditures, collective bargaining, and employee management issues.

VIII. COLLECTIVE BARGAINING

For purposes of collective bargaining pursuant to 1947 PA 336, a chief judge or a designee of the chief judge shall bargain and sign contracts with employees of the court. Notwithstanding the primary role of the chief judge concerning court

personnel pursuant to MCR 8.110, to the extent that such action is consistent with the effective and efficient operation of the court, a chief judge of a trial court may designate a representative of a local funding unit or a local court management council to act on the court's behalf for purposes of collective bargaining pursuant to 1947 PA 336 only, and, as a member of a local court management council, may vote in the affirmative to designate a local court management council to act on the court's behalf for purposes of collective bargaining only.

IX. EFFECT ON EXISTING AGREEMENTS

This order shall not be construed to impair existing collective bargaining agreements. Nothing in this order shall be construed to amend or abrogate agreements between chief judges and local funding units in effect on the date of this order. Any existing collective bargaining agreements that expire within 90 days may be extended for up to 12 months.

If the implementation of 1996 PA 374 pursuant to this order requires a transfer of court employees or a change of employers, all employees of the former court employer shall be transferred to, and appointed as employees of, the appropriate employer, subject to all rights and benefits they held with the former court employer. The employer shall assume and be bound by any existing collective bargaining agreement held by the former court employer and, except where the existing collective bargaining agreement may otherwise permit, shall retain the employees covered by that collective bargaining agreement.

A transfer of court employees shall not adversely affect any existing rights and obligations contained in the existing collective bargaining agreement. An employee who is transferred shall not, by reason of the transfer, be placed in any worse position with respect to worker's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance, or any other terms and conditions of employment that the employee enjoyed as an employee of the former court employer. The rights and benefits thus protected may be altered by a future collective bargaining agreement.

X. REQUESTS FOR ASSISTANCE

The chief judge or a representative of the funding unit may request the assistance of the State Court Administrative Office to facilitate effective communication between the court and the funding unit.

ADMINISTRATIVE ORDER NO.1999-1

Assignment of Medical Support Enforcement Matters to the Third Circuit for Discovery Purposes

Administrative Order No. 1997-3 is rescinded. On order of the Court, it appears that the administration of justice would be served in matters pending in circuit courts relating to support of minor children; any sitting judge of the Third Circuit Court assigned to the family division of the Third Circuit Court may act in proceedings involving the financial and medical support of minor children in jurisdictions other than the Third Circuit Court according to the following procedures:

APPENDIX C

Distribution Amounts for Settlement of Claim Related to Distribution of Revenue

Distribution Amounts for Settlement of Claim Related to Distribution of Revenue

Huntington Woods

2008 \$	14,152.46
2009 \$	13,024.67
2010 \$	13,707.50
2011 \$	16,493.33
2012 \$	24,701.33
2013 to 2/28/14	Already distributed

TOTAL **\$82,079.29**

Oak Park

2008 \$	33,331.00
2009 \$	36,358.00
2010 \$	32,580.00
2011 \$	24,945.00
2012 \$	36,281.00
2013	31,914.00
7/1/13 to	23,069.00
2/28/14	

TOTAL **\$218,479.00**

Pleasant Ridge

2008 \$	6,632.17
2009 \$	5,834.67
2010 \$	7,011.83
2011 \$	4,999.67
2012 \$	8,658.67
2013 to 2/28/14	Already distributed

TOTAL **\$33,137.01**

APPENDIX D

Misdemeanor Costs and Civil Infractions

Misdemeanor Costs

After the Effective Date of the Agreement, the 45th District Court will implement increases in the cost assessments for applicable misdemeanor cases up to Seventy Dollars (\$70.00) per case as authorized and consistent with MCL 769.1k(I)(b)(iii)(3).

Civil Infractions

After the Effective Date of the Agreement, the 45th District Court will implement increases in fines or costs assessments for the following civil infractions on average by Ten Dollars (\$10.00) per case as authorized by law or ordinance and consistent with Supreme Court Administrative Office guidance:

- All speeding (regular and limited access) except violations of 26 mph (or greater) over the limit
- Expired license plate labs
- Impeding traffic
- Texting while driving
- Red light
- Traffic control device
- Snow tickets
- Double parking
- Fire lane
- Improper parking

APPENDIX E

District Court Fee and Assessment Table

**District Court Fee and Assessments Table
March 2016**

CIVIL FEES

Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable¹	Distribution
General Civil Filing Fees	600.8371(2) 600.8371(3) 600.8371(4) 600.8371(5) 600.8371(8)	Required	\$25 for claim up to \$600	Yes ²	\$11 Funding Unit \$14 Civil Filing Fee Fund
			\$45 for claim over \$600 up to \$1,750		\$17 Funding Unit \$28 Civil Filing Fee Fund
			\$65 for claim over \$1,750 up to \$10,000		\$23 Funding Unit \$42 Civil Filing Fee Fund
			\$150 for claim over \$10,000		\$31 Funding Unit \$119 Civil Filing Fee Fund
			\$65 for claim other than for a money judgment		\$23 Funding Unit \$42 Civil Filing Fee Fund
Small Claims Filing Fees	600.8420(1)(a) 600.8420(1)(b) 600.8420(1)(c)	Required	\$25 for claim up to \$600	Yes ²	\$11 Funding Unit \$14 Civil Filing Fee Fund
			\$45 for claim over \$600 up to \$1,750		\$17 Funding Unit \$28 Civil Filing Fee Fund
			\$65 for claim over \$1,750		\$23 Funding Unit \$42 Civil Filing Fee Fund
Summary Proceedings Filing Fees	600.5756(1) 600.5756(2) 600.8371	Required	\$45 for claim for possession of premises	Yes ²	\$17 Funding Unit \$28 Civil Filing Fee Fund
			Supplemental filing fee for money judgment: \$25 for claim up to \$600		
			\$45 for claim over \$600 up to \$1,750		\$11 Funding Unit \$14 Civil Filing Fee Fund
			\$65 for claim over \$1,750 up to \$10,000		\$17 Funding Unit \$28 Civil Filing Fee Fund
			\$150 for claim over \$10,000		\$23 Funding Unit \$42 Civil Filing Fee Fund \$31 Funding Unit \$119 Civil Filing Fee Fund

¹ Waivable for civil fees means waived or suspended pursuant to statute or court rule. For criminal and traffic cases, waivable means dischargeable or payment alternatives may be used in lieu of payment.

² Fees can be waived or suspended pursuant to MCL 600.8371(6) or MCR 2.002. If the court waives payment of a fee for commencing a civil action because the court determines that the party is indigent or unable to pay the fee, the court shall also waive payment of the electronic filing system fee. MCL 600.1986(3).

**District Court Fee and Assessments Table
March 2016**

CIVIL FEES

Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable ¹	Distribution
Electronic Filing System Fee	<u>600.1986(1)(b), (c), (d)</u>	Required ³	\$10.00 for civil actions ⁴ , including actions for summary proceedings \$20.00 for civil actions if a claim for money damages is joined with a claim for relief other than money damages \$5.00 for small claims civil actions	Yes ²	Applicable fee to Judicial Electronic Filing Fund
Motion Fee (see chart)	<u>600.8371(10)</u>	Required	\$20	Yes ²	\$10 Funding Unit \$10 State Court Fund
Jury Demand Fee	<u>600.8371(9)</u>	Required	\$50	Yes ²	\$40 Funding Unit \$10 Juror Comp. Fund
Writ of Garnishment, Attachment, Execution, or Judgment Debtor Discovery Subpoena	<u>600.5757</u> <u>600.8420(2)</u>	Required	\$15	Yes ²	Funding Unit
Appeals from District Court ⁵	<u>600.6536</u>	Required	\$25	Yes ²	Funding Unit

CRIMINAL/TRAFFIC ASSESSMENTS

³ A party that is a governmental entity is not required to pay an electronic filing system fee. MCL 600.1986(4).

⁴ "Civil action" means an action that is not a criminal case, a civil infraction action, a proceeding commenced in the probate court under section 3982 of the estates and protected individuals code, 1988 PA 386, MCL 700.3982, or a proceeding involving a juvenile under chapter XIAA of the probate code of 1939, 1939 PA 288, MCL 712A.1 to 712A.32. MCL 600.1985(c). The electronic filing system fee does not apply to appeals.

⁵ Includes appeals from civil and criminal cases.

District Court Fee and Assessments Table
March 2016

Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable¹	Distribution
Civil Fines ⁶	257.907(2) 257.907(3) 600.8727(2) 600.8827(2) Underlying statute of offense	Either – as reflected in authorizing statute Discretionary (D) or Required (R)	\$100 max (D) \$250 max for commercial motor vehicle violations (D) \$100 min, \$500 max for failing to stop for school bus (R) \$100 min, \$250 max for disregarding handicap sign (R) \$10 max for young child restraint violations or violation of MCL 257.676a(3) (D) \$50 max for no proof of insurance (D) \$100 for first offense, \$200 for second or subsequent offense for texting (MCL 257.602b(3)) (R) \$15 for violation of MCL 257.240 (R) \$50 for violation of MCL 257.252a(1) (R) \$250 min, \$500 max, in addition to any fine imposed under MCL 257.724 or 257.725, for violation of MCL 257.716(4)(d) (R) \$2,500 min, \$2,750 max for first violation, \$5,000 min, \$5,500 max for second or subsequent violation of MCL 257.319f(1) (R) \$10,000 max for violation of MCL 257.319g(1)(a) (D) \$2,750 min, \$25,000 max for violation of MCL 257.319g(1)(g) (R) Fine + Cost = \$25 for seatbelt violations (R) Fine doubled if violation occurs in work zone, school zone, school bus zone, or emergency scene (MCL 257.601b(1)) (R) Minimum fines for speeding on limited access freeway: (MCL 257.629c(1)) (R) \$10 for 1-5 mph over \$20 for 6-10 mph over \$30 for 11-15 mph over \$40 for 16-25 mph over \$50 for 26+ mph over At-fault accident: Increase by \$25, but max fine \$100 (R)	Yes Traffic civil infraction fines may not be waived unless costs are waived MCL 257.907(4)	Statute Violation – County treasurer for libraries Ordinance Violation – Non-commercial Vehicle – 1/3 political sub. whose ordinance was violated; 2/3 funding unit Ordinance Violation – Commercial Vehicle – 30% county treasurer for libraries; 70% political sub. in which citation was issued

⁶ Amount may not be increased after trial when predetermined by published schedule. *People v Courts*, 401 Mich 57 (1977) and *People v Bogedain*, 185 Mich App 349 (1990).

**District Court Fee and Assessments Table
March 2016**

CRIMINAL/TRAFFIC ASSESSMENTS					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable¹	Distribution
Penal Fines	Underlying statute of offense 750.504 <u>769.1k(1)(b)(i)</u> 769.3 <u>771.3(2)(b)</u>	Either –as reflected in authorizing statute	As reflected in authorizing statute, including \$500 max for misdemeanor if not otherwise fixed by underlying statute of the offense (D)	No if required, otherwise yes	Statute Violation – County treasurer for libraries Ordinance Violation – 1/3 political sub. whose ordinance was violated; 2/3 funding unit
Court Costs	<u>257.907(4)</u> <u>600.8375</u> <u>600.8727(3)</u> <u>600.8827(3)</u> <u>769.1k(1)(b)(ii)</u> <u>769.3</u> <u>771.3(2)(c)</u>	Discretionary	As reflected in authorizing statute \$100 maximum for traffic civil infractions \$500 maximum for state and municipal civil infractions Cost + Fine = \$25 for seatbelt violations Costs under MCL 769.1k(1)(b)(iii) must be reasonably related to actual costs incurred without separately calculating those costs involved in a particular case. Actual costs include, but are not limited to, salaries and benefits for relevant court personnel, goods and services necessary for the operation of the court, and necessary expenses for the operation and maintenance of court buildings and facilities.	Yes	Statute Violation – Funding unit Ordinance Violation – 1/3 political sub. whose ordinance was violated; 2/3 funding unit
Costs of Prosecution	Underlying statute of the offense <u>771.3(2)(c)</u>	Either –as reflected in authorizing statute	Costs are limited to expenses specifically incurred in prosecuting the defendant ⁷	No if required, otherwise yes	Presumably the unit of government that incurred the costs
Probation Costs	<u>771.3(2)(c)</u>	Discretionary	Costs are limited to expenses specifically incurred in supervising the probationer	Yes	Funding Unit
Justice System Assessment	<u>257.907(13)</u> <u>600.8727(4)</u> <u>600.8827(4)</u>	Required	\$40 – traffic civil infraction, except parking or when fines and costs are \$10 or less \$10 – municipal and state civil infractions	No	Justice System Fund

⁷ “When authorized, the costs of prosecution imposed ‘must bear some reasonable relation to the expenses actually incurred in the prosecution.’” *People v Dilworth*, 291 Mich App 399, 401 (2011) (citation omitted). “Furthermore, those costs may *not* include ‘expenditures in connection with the maintenance and functioning of governmental agencies that must be borne by the public irrespective of specific violations of the law.’” *Id.* at 401 (citation omitted). The trial court record must “set[] forth [the] basis for [the] computation [of costs] . . . [and must] disclose an adequate basis therefor.” *People v Wein*, 382 Mich 588, 592 (1969).

District Court Fee and Assessments Table
March 2016

CRIMINAL/TRAFFIC ASSESSMENTS					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable¹	Distribution
Minimum State Cost	<u>769.1j(1)</u> <u>769.1k(1)(a)</u> <u>771.3(1)(g)</u>	Required if two other assessments are ordered	Minimum amounts assessed per count, based upon conviction: \$50 – misdemeanor \$68 – felony	No ⁸	Justice System Fund
Attorney Fees	<u>MCR 6.005(C)</u> <u>769.1k(1)(b)(iv)</u>	Discretionary		Yes	Funding Unit
Reimbursement	<u>769.1f</u> <u>769.1k(1)(b)(vi)</u>	Either – as reflected in authorizing statute	Reimbursement limited to expenses specifically authorized by MCL 769.1f and 769.1g	No	Unit(s) of government named in the order
Crime Victim Rights Assessment	<u>771.3(1)(f)</u> <u>780.905</u>	Required for felony or misdemeanor convictions	One assessment per case, based upon conviction: \$75 – misdemeanor \$130 – felony	No	90% Crime Victim Rights Fund 10% Funding Unit
Appeals from District Court ⁹	<u>600.6536</u>	Required	\$25	Yes	Funding Unit
Restitution	<u>769.1a(2)</u> <u>769.3</u> <u>771.3(1)(3)</u> <u>780.826(2)</u>	Required	Required to order each defendant to make full restitution. Since each defendant is required to pay full restitution but should not pay more than the full amount of restitution, the defendants are jointly and severally liable for the entire restitution amount.	No	Victim or Crime Victim Rights Fund if victim cannot be located or refuses to claim restitution ¹⁰
Driver License Clearance Fee	<u>257.321a(5)(b)</u> <u>257.321a(8)(b)</u> <u>257.321a(9)(b)</u>	Required	\$45	No ¹¹	\$15 Secretary of State \$15 Juror Comp. Fund \$15 Funding unit
20% Late Penalty	<u>600.4803</u>	Required	20% of amount owed, excluding restitution; assessed 56 days after due date	Yes	Funding Unit

⁸ A probationer not in willful default of payment may petition the court for remission of any unpaid portion of minimum state cost, pursuant to MCL 771.3(6)(b).

⁹ Includes appeals from civil and criminal cases

¹⁰ Restitution disbursements to victims should be made at least once a month. If a person entitled to receive restitution that the court has collected cannot be located, refuses to claim it from the court within two years of being eligible to do so, or refuses to accept the restitution, the court must remit the unclaimed amount to the Crime Victim Rights Fund on its monthly transmittal to the state.

¹¹ Except for court error or if person found not responsible for all parking violations causing suspension.

**District Court Fee and Assessments Table
March 2016**

CRIMINAL/TRAFFIC ASSESSMENTS					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable¹	Distribution
Costs to Compel Appearance	<u>257.729</u> <u>600.8735</u> <u>600.8835</u> <u>769.1k(2)</u>	Discretionary		Yes	Funding Unit
Judgment Fee	<u>324.1609</u>	Required	\$10	No	State Game and Fish Protection Account
Forfeitures for Value of Game	<u>324.40119</u>	Required	\$5,000 per animal – elk, moose \$3,500 per animal – bear \$1,500 per animal – eagle, hawk, or any animal specified in <u>MCL 324.36505</u> \$1,000 per animal – deer, owl, and wild turkey \$500 per animal – waterfowl \$100 min, \$500 max per animal – other game not listed above \$100 per animal – other protected animals Additional \$1,000 per antlered white-tailed deer plus either: \$500 per point if at least 8 but not more than 10 points OR \$750 per point if 11 or more points Additional \$250 for each point for an antlered elk with at least 8 but not more than 10 points. \$500 for an antlered elk with 11 or more points, \$500.00 for each point. Additional \$5,000 for antlered moose Additional \$1,000 for turkey with a beard	Yes ¹²	State Game and Fish Protection Account
Forfeitures for Value of Game Fish	<u>324.48740</u>	Required	\$10 per pound – each game fish other than sturgeon weighing 1 pound or more \$10 per fish – each game fish other than sturgeon weighing less than 1 pound \$1,500 per fish – sturgeon \$5 per pound – each nongame fish \$25 maximum	No	State Game and Fish Protection Account
No Proof of Insurance Fee	<u>257.328(3)(c)</u>	Discretionary		Yes	Funding Unit

¹² Forfeitures may be revoked, in whole or in part, pursuant to MCL 324.40119(7).

District Court Fee and Assessments Table
March 2016

CRIMINAL/TRAFFIC ASSESSMENTS					
Assessment	Authority (MCL)	Required or Discretionary	Amount Requirements	Waivable¹	Distribution
DNA Assessment	28.176(5)	Required at conviction for attempted felony and specific misdemeanors ¹³	\$60	Yes ¹⁴	10% Funding Unit 25% Law enforcement agency that collected the DNA sample 65% to state treasurer for deposit in the justice system fund
Interpretation Costs	MCR 1.111(F)(5)	Discretionary	Party must be financially able to pay pursuant to MCR 1.111(A)(3)	Yes	Funding Unit
Marriage Fee	600.8316(1)	Required	\$10	Yes ¹⁵	Funding unit of court in which judge or magistrate performing marriage serves
NSF Check Costs	MCR 8.106(E)	Discretionary	Reasonable expenses incurred	Yes	Funding Unit

NOTE: Courts can only assess what is authorized by statute or court rule. There is no authority for a court to impose any costs on a criminal defendant if he or she is not convicted of a crime unless otherwise provided by statute.

¹³ MCL 28.176(5) requires the assessment for offenses listed in subsection (1). This includes conviction of a felony, attempted felony or any of the following misdemeanors, including substantially corresponding local ordinances: a violation of section 167(1)(c), (f), or (i) of the Michigan penal code, 1931 PA 328, MCL 750.167, disorderly person by window peeping, engaging in indecent or obscene conduct in public, or loitering in a house of ill fame or prostitution; a violation of section 335a(1) of the Michigan penal code, 1931 PA 328, MCL 750.335a, indecent exposure; a violation punishable under section 451(1) or (2) of the Michigan penal code, 1931 PA 328, MCL 750.451, first and second prostitution violations; a violation of section 454 of the Michigan penal code, 1931 PA 328, MCL 750.454, leasing a house for purposes of prostitution. [MCL 750.520m(1)(b)]

¹⁴ The court may suspend payment of all or part of the assessment if it determines the individual is unable to pay the assessment. MCL 28.176(7).

¹⁵ Fee can be waived pursuant to MCL 600.8316(2).

APPENDIX F

Throughout the term(s) of the Agreement Huntington Woods shall, at a minimum, not change the civil infraction classifications adjudicated through the 45th District Court as listed below:

This Appendix is a list of municipal civil infractions that may be issued by the City of Huntington Woods. Violators have the option to admit responsibility for a civil infraction and pay a prescribed fine through the Municipal Ordinance Violations Bureau. Or violators who deny responsibility may request to have the civil infraction adjudicated in the District Court. The City also retains the right to require certain infractions be adjudicated in District Court for chronic violators at their discretion.

Chapter 4 - ANIMALS

ARTICLE I. - IN GENERAL

Sec. 4-4. - Domestic animals and fowl

ARTICLE II. - DOGS

Sec. 4-33. - Barking or dangerous dogs

Chapter 6 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE III. - BUILDING GRADE AND DRAINAGE

ARTICLE IV. - SECURITY BARS

ARTICLE VI. - PROPERTY MAINTENANCE CODE

ARTICLE VII. - DANGEROUS BUILDINGS

ARTICLE VIII. - HISTORIC PRESERVATION

ARTICLE IX. - FENCES, WALLS AND HEDGES

ARTICLE X. - AIR CONDITIONING AND REFRIGERATION EQUIPMENT

ARTICLE XI. - PRIVATE OUTDOOR SWIMMING POOLS

ARTICLE XIII. - OUTDOOR LIGHTING

ARTICLE XIV. - TEMPORARY PORTABLE TOILETS, DUMPSTERS, STORAGE UNITS AND CONSTRUCTION TRAILERS

ARTICLE X. - LANDLORDS

ARTICLE XI. - LAWN CARE SERVICES

ARTICLE XII. - SNOW REMOVAL SERVICES

ARTICLE XIII. - TREE SERVICES

Chapter 14- ENVIRONMENT

ARTICLE III. - NOISE CONTROL WITHIN THE CITY OF HUNTINGTON WOODS

ARTICLE IV. - BLIGHT CONTROL

ARTICLE V. - WEED CONTROL

ARTICLE VI. - RODENT CONTROL

ARTICLE VII. - TREES

ARTICLE VIII. - ABANDONED PROPERTY

ARTICLE IX. - STANDING WATER AND MOSQUITO CONTROL

Chapter 25 - PRIVATE GROUNDWATER WELLS

Chapter 30 - SOLID WASTE

Chapter 32 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

Chapter 40 - ZONING

This is the only section of the traffic code for the Municipal Ordinance Bureau DIVISION. - STOPPING, STANDING, AND PARKING

APPENDIX G

Settlement Agreement and Release

45th District Court
 Venue 01 - Oak Park
 Fiscal Year Ending June 30, 2016

CASH CODE BY VENUE REPORT			DISTRIBUTION				
	CASH CODE	PAYMENT	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
TRAFFIC/CRIMINAL							
BOND FORFEITURE	BD04	26,170.00	26,170.00				26,170.00
CASH BOND	BT01	102,277.00				102,277.00	102,277.00
10% DEP BOND	BT02	112,710.00				112,710.00	112,710.00
COURT COST - ORDINANCE	COSL	86,236.00	86,236.00				86,236.00
COURT COST - STATUTE	COSS	11,554.00	11,554.00				11,554.00
CLEARANCE FEE - DLRJ	DLRF	37,137.00	14,854.80	22,282.20			37,137.00
CLEARANCE FEE - DLRJ	DLRJ	29,827.34	7,456.84	22,370.51			29,827.34
FORENSIC LAB	FLAB	564.00	564.00				564.00
JAIL REIMBURSEMENT	JRPA	75.00		75.00			75.00
MIN STATE COST	JSMD	36,477.59		36,477.59			36,477.59
MIN STATE COST	JSMO	1,481.00		1,481.00			1,481.00
MIN STATE COST	JSNC	460.00		460.00			460.00
MIN STATE COST	JSSS	695.80		695.80			695.80
JUSTICE SYSTEM ASMT	JSTC	110,157.00		110,157.00			110,157.00
20% LATE PENALTY	LATE	67,468.96	67,468.96				67,468.96
ATTORNEY FEE	MFAT	38,976.00	38,976.00				38,976.00
COSTS ASSESS	MFCS	2,447.00	2,447.00				2,447.00
MJTF	MJTF	270.00		270.00			270.00
NSF FEE	MNSF	380.00	380.00				380.00
BOND COSTS	MYBC	8,019.20	8,019.20				8,019.20
CRIME VICTIM RIGHT'S ASMT	MYCV	54,213.55	5,421.36	48,792.20			54,213.55
COURT COSTS - STATUTE	MYFE	9,813.26	9,813.26				9,813.26
HWY SAFETY FEE	MYHS	257.01		257.01			257.01
INSURANCE FEE - NO PROOF	MYIF	12,060.00	12,060.00				12,060.00
ORDINANCE F/C	MYOR	348,756.21	348,756.21				348,756.21
PARKING	MYPK	95,995.00	95,995.00				95,995.00
RESTITUTION	MYRS	4,661.41				4,661.41	4,661.41
STATE COST	MYSC	290.00		290.00			290.00
STATUTE FINE	MYSF	11,400.50			11,400.50		11,400.50
SHOW CAUSE	MYSH	31,809.74	31,809.74				31,809.74
SEC ROAD FEE	MYSR	340.00		340.00			340.00
UNCLAIMED RESTITUTION	MYVR	337.89				337.89	337.89
OP COSTS	OPBF	1,317.00	1,317.00				1,317.00
OP COSTS	OPCS	7,744.00	7,744.00				7,744.00
TRAFFIC SCHOOL	PBCL	95.00	95.00				95.00
PROBATION COST	PBOF	154,443.00	154,443.00				154,443.00
PROBATION SCREENING	PBSF	63,909.70	63,909.70				63,909.70
PENALTY - ORDINANCE	PNLO	72,367.73	72,367.73				72,367.73
PENALTY - STATUTE	PNLT	135.00	135.00				135.00
PROB VIOLATION	PYPV	60.00	60.00				60.00
REFUND	RFND	4,590.17				4,590.17	4,590.17
RETIREE HLTH 13	RHCF	44,241.07	44,241.07				44,241.07
STATE COST/93	SCST	232.00		232.00			232.00
BUILDING FUND (MBCF)	SPCF	64,624.50	64,624.50				64,624.50
WARRANT FEE	WARR	38,413.47	38,413.47				38,413.47

45th District Court
 Venue 01 - Oak Park
 Fiscal Year Ending June 30, 2016

CASH CODE BY VENUE REPORT			DISTRIBUTION				
	CASH CODE	PAYMENT	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
CIVIL							
CASH BOND	BT01	439.00				439.00	439.00
CERTIFIED COPY	CERT	791.00	791.00				791.00
CIVIL FLG/93	CVFL	15.00	15.00				15.00
CVF \$11	CVL1	1,586.00	1,586.00				1,586.00
CVF \$17	CVL2	35,343.00	35,343.00				35,343.00
CVF \$23	CVL3	14,168.00	14,168.00				14,168.00
CVF \$31	CVL4	3,379.00	3,379.00				3,379.00
E-FILING \$5	EF05	90.00		90.00			90.00
E-FILING \$10	EF10	6,830.00		6,830.00			6,830.00
E-FILING \$20	EF20	2,180.00		2,180.00			2,180.00
MISC FEE	MFEE	100.00	100.00				100.00
MOTION FEE	MOTN	21,380.00	21,380.00				21,380.00
APPEAL FEE	MYAR	125.00	125.00				125.00
CVL FEES/OTH	MYCF	540.00	540.00				540.00
COPY FEE	MYCO	125.50	125.50				125.50
DEMAND JURY FEE	MYDJ	500.00	500.00				500.00
FORMS FEE	MYFO	45.00	45.00				45.00
GARNISHMENT	MYGA	62,000.00	62,000.00				62,000.00
MAILING FEE	MYMF	15.00	15.00				15.00
TRUST	MYTR	28,356.15				28,356.15	28,356.15
WRIT E/A/R	MYWE	6,705.00	6,705.00				6,705.00
CVS \$14	STF1	2,038.00		2,038.00			2,038.00
CVS \$28	STF2	58,198.00		58,198.00			58,198.00
CVS \$42	STF3	25,872.00		25,872.00			25,872.00
CVS \$119	STF4	12,971.00		12,971.00			12,971.00
MISCELLANEOUS							
CERTIFIED COPY	CERT	70.00	70.00				70.00
COPY FEE	MYCO	3,485.50	3,485.50				3,485.50
FORMS FEE	MYFO	1,246.00	1,246.00				1,246.00
MARRIAGE FEE	MYMR	150.00	150.00				150.00
PBT TESTING	PBTT	4,563.00	4,563.00				4,563.00
		<u>1,988,796.25</u>	<u>1,371,664.83</u>	<u>352,359.30</u>	<u>11,400.50</u>	<u>253,371.62</u>	<u>1,988,796.25</u>

NOTES:

1. The crime victim's rights assessment is split Oak Park - 10% and state of Michigan - 90%
2. The clearance fee - DLRJ is split Oak Park - 40% and state of Michigan - 60%.
3. The clearance fee - DLRJ is split Oak Park - 25 % and state of Michigan - 75%.

**45th District Court
Venue 02 - Huntington Woods
Fiscal Year Ending June 30, 2016**

CASH CODE BY VENUE REPORT			DISTRIBUTIONS					
	CASH CODE	PAYMENT	HUNTINGTON WOODS	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
CVF \$11	CVL1	33.00		33.00				33.00
CVF \$17	CVL2	408.00		408.00				408.00
CVF \$23	CVL3	621.00		621.00				621.00
CVF \$31	CVL4	93.00		93.00				93.00
E-FILING \$5	EF05	15.00			15.00			15.00
E-FILING \$10	EF10	160.00			160.00			160.00
MOTION FEE	MOTN	80.00		80.00				80.00
GARNISHMENT	MYGA	135.00		135.00				135.00
MAILING FEE	MYMF	15.00		15.00				15.00
WRIT E/A/R	MYWE	15.00		15.00				15.00
CVS \$14	STF1	42.00			42.00			42.00
CVS \$28	STF2	672.00			672.00			672.00
CVS \$42	STF3	1,134.00			1,134.00			1,134.00
CVS \$119	STF4	357.00			357.00			357.00
		<u>994,210.22</u>	<u>119,000.75</u>	<u>583,802.53</u>	<u>228,937.71</u>	<u>847.00</u>	<u>61,622.23</u>	<u>994,210.22</u>

1. The Huntington Woods distribution column is calculated using the 45th District Court's Monthend spreadsheets.
2. The Oak Park distribution column includes calculated fields for the 2/3 portion distributed to Oak Park (Payment column minus Huntington Woods column).
3. The Oak Park distribution column also includes cash codes that were distributed 100% to Oak Park.
4. The crime victim's rights assessment is split Oak Park - 10% and state of Michigan - 90%
5. The clearance fee - DLRJ is split Oak Park - 40% and state of Michigan - 60%.
6. The clearance fee - DLRJ is split Oak Park - 25 % and state of Michigan - 75%.

45th District Court
 Venue 03 - Royal Oak Township
 Fiscal Year Ending June 30, 2016

CASH CODE BY VENUE REPORT			DISTRIBUTIONS					
	CASH CODE	PAYMENT	ROYAL OAK TWP	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
TRAFFIC/CRIMINAL								
BOND FORFEITURE	BD04	40.00		40.00				40.00
CASH BOND	BT01	615.00					615.00	615.00
10% DEP BOND	BT02	2,000.00					2,000.00	2,000.00
COURT COST - ORDINANCE	COSL	315.00		315.00				315.00
COURT COST - STATUTE	COSS	15.00		15.00				15.00
CLEARANCE FEE - DLRJ	DLRF	2,550.00		1,020.00	1,530.00			2,550.00
CLEARANCE FEE - DLRJ	DLRJ	2,070.00		517.50	1,552.50			2,070.00
JAIL REIMBURSEMENT	JRPA	25.00			25.00			25.00
MIN STATE COST	JSMD	1,754.00			1,754.00			1,754.00
MIN STATE COST	JSMO	304.00			304.00			304.00
MIN STATE COST	JSNC	50.00			50.00			50.00
MIN STATE COST	JSSS	90.00			90.00			90.00
JUSTICE SYSTEM ASMT	JSTC	1,160.00			1,160.00			1,160.00
20% LATE PENALTY	LATE	2,499.00		2,499.00				2,499.00
ATTORNEY FEE	MFAT	175.00		175.00				175.00
COSTS ASSESS	MFCFS	370.00		370.00				370.00
MJTF	MJTF	95.00			95.00			95.00
BOND COSTS	MYBC	110.00		110.00				110.00
COPY FEES	MYCO	-		-				-
CRIME VICTIM RIGHT'S ASMT	MYCV	2,795.00		279.50	2,515.50			2,795.00
COURT COSTS - STATUTE	MYFE	1,721.00		1,721.00				1,721.00
HWY SAFETY FEE	MYHS	94.23			94.23			94.23
INSURANCE FEE - NO PROOF	MYIF	25.00	8.25	16.75				25.00
ORDINANCE F/C	MYOR	7,372.00	2,448.27	4,923.73				7,372.00
PARKING	MYPK	1,604.00	530.80	1,073.20				1,604.00
STATE COST	MYSC	110.00			110.00			110.00
STATUTE FINE	MYSF	30.00				30.00		30.00
SHOW CAUSE	MYSH	390.00		390.00				390.00
SEC ROAD FEE	MYSR	115.00			115.00			115.00
OP COSTS	OPCS	915.00		915.00				915.00
PROBATION SCREENING	PBSF	250.00		250.00				250.00
PENALTY - ORDINANCE	PNLO	1,760.00		1,760.00				1,760.00
PENALTY - STATUTE	PNLT	105.00		105.00				105.00
RETIREE HLTH 13	RHCF	472.00		472.00				472.00
STATE COST/93	SCST	88.00			88.00			88.00
BUILDING FUND (MBCF)	SPCF	795.00		795.00				795.00
WARRANT FEE	WARR	1,025.00		1,025.00				1,025.00
CIVIL								
CVF \$11	CVL1	88.00		88.00				88.00
CVF \$17	CVL2	2,414.00		2,414.00				2,414.00
CVF \$23	CVL3	828.00		828.00				828.00

**45th District Court
Venue 03 - Royal Oak Township
Fiscal Year Ending June 30, 2016**

CASH CODE BY VENUE REPORT			DISTRIBUTIONS					
	CASH CODE	PAYMENT	ROYAL OAK TWP	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
CVF \$31	CVL4	186.00		186.00				186.00
E-FILING \$5	EF05	20.00			20.00			20.00
E-FILING \$10	EF10	370.00			370.00			370.00
E-FILING \$20	EF20	20.00			20.00			20.00
MOTION FEE	MOTN	20.00		20.00				20.00
GARNISHMENT	MYGA	30.00		30.00				30.00
WRIT E/A/R	MYWE	30.00		30.00				30.00
CVS \$14	STF1	112.00			112.00			112.00
CVS \$28	STF2	3,976.00			3,976.00			3,976.00
CVS \$42	STF3	1,512.00			1,512.00			1,512.00
CVS \$119	STF4	714.00			714.00			714.00
		<u>44,223.23</u>	<u>2,987.32</u>	<u>22,383.68</u>	<u>16,207.23</u>	<u>30.00</u>	<u>2,615.00</u>	<u>44,223.23</u>

NOTES:

1. The Royal Oak Township distribution column is calculated using the 45th District Court's Monthend spreadsheets.
2. The Oak Park distribution column includes calculated fields for the 2/3 portion distributed to Oak Park (Payment column minus Huntington Woods column).
3. The Oak Park distribution column also includes cash codes that were distributed 100% to Oak Park.
4. The crime victim's rights assessment is split Oak Park - 10% and state of Michigan - 90%
5. The clearance fee - DLR is split Oak Park - 40% and state of Michigan - 60%.
6. The clearance fee - DLR is split Oak Park - 25 % and state of Michigan - 75%.

**45th District Court
Venue 04 - Pleasant Ridge
Fiscal Year Ending June 30, 2016**

CASH CODE BY VENUE REPORT			DISTRIBUTIONS				
CASH CODE	PAYMENT	PLEASANT RIDGE	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
TRAFFIC/CRIMINAL							
BOND FORFEITURE	BD04	720.00		720.00			720.00
CASH BOND	BT01	9,085.00				9,085.00	9,085.00
10% DEP BOND	BT02	3,700.00				3,700.00	3,700.00
COURT COST - ORDINANCE	COSL	14,132.00		14,132.00			14,132.00
COURT COST - STATUTE	COSS	795.00		795.00			795.00
CLEARANCE FEE - DLRJ	DLRF	5,314.00		2,125.60	3,188.40		5,314.00
CLEARANCE FEE - DLRJ	DLRJ	4,267.00		1,066.75	3,200.25		4,267.00
JAIL REIMBURSEMENT	JRPA	10.00			10.00		10.00
MIN STATE COST	JSMD	5,763.00			5,763.00		5,763.00
MIN STATE COST	JSNC	10.00			10.00		10.00
JUSTICE SYSTEM ASMT	JSTC	32,415.00			32,415.00		32,415.00
20% LATE PENALTY	LATE	7,182.00		7,182.00			7,182.00
ATTORNEY FEE	MFAT	3,945.00		3,945.00			3,945.00
COSTS ASSESS	MFCS	330.00			330.00		330.00
MJTF	MJTF	30.00			30.00		30.00
BOND COSTS	MYBC	390.00		390.00			390.00
CRIME VICTIM RIGHT'S ASMT	MYCV	8,543.00		854.30	7,688.70		8,543.00
COURT COSTS - STATUTE	MYFE	1,041.00		1,041.00			1,041.00
HWY SAFETY FEE	MYHS	30.00			30.00		30.00
INSURANCE FEE - NO PROOF	MYIF	1,150.00	49.50	1,100.50			1,150.00
ORDINANCE F/C	MYOR	87,044.80	28,952.09	58,092.71			87,044.80
PARKING	MYPK	4,850.00	1,614.08	3,235.92			4,850.00
STATE COST	MYSC	30.00			30.00		30.00
STATUTE FINE	MYSF	1,045.00				1,045.00	1,045.00
SHOW CAUSE	MYSH	2,555.00		2,555.00			2,555.00
SEC ROAD FEE	MYSR	45.00			45.00		45.00
OP COSTS	OPCS	667.00		667.00			667.00
PROBATION COST	PBOF	11,959.00		11,959.00			11,959.00
PROBATION SCREENING	PBSF	7,998.00		7,998.00			7,998.00
PENALTY - ORDINANCE	PNLO	9,682.00		9,682.00			9,682.00
RETIREE HLTH 13	RHCF	13,265.00		13,265.00			13,265.00
STATE COST/93	SCST	24.00			24.00		24.00
BUILDING FUND (MBCF)	SPCF	17,545.00		17,545.00			17,545.00
WARRANT FEE	WARR	4,726.00		4,726.00			4,726.00
CIVIL							
CVF \$11	CVL1	11.00		11.00			11.00
CVF \$17	CVL2	119.00		119.00			119.00
CVF \$23	CVL3	207.00		207.00			207.00
E-FILING \$5	EF05	5.00			5.00		5.00
E-FILING \$10	EF10	20.00			20.00		20.00
GARNISHMENT	MYGA	30.00		30.00			30.00

**45th District Court
 Venue 04 - Pleasant Ridge
 Fiscal Year Ending June 30, 2016**

CASH CODE BY VENUE REPORT			DISTRIBUTIONS					
	CASH CODE	PAYMENT	PLEASANT RIDGE	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
CVS \$14	STF1	14.00			14.00			14.00
CVS \$28	STF2	196.00			196.00			196.00
CVS \$42	STF3	378.00			378.00			378.00
MISCELANEOUS								
FORMS FEE	MYFO	4.00		4.00				4.00
		<u>261,271.80</u>	<u>30,615.67</u>	<u>163,448.78</u>	<u>53,377.35</u>	<u>1,045.00</u>	<u>12,785.00</u>	<u>261,271.80</u>

NOTES:

1. The Pleasant Ridge distribution column is calculated using the 45th District Court's Monthend spreadsheets.
2. The Oak Park distribution column includes calculated fields for the 2/3 portion distributed to Oak Park (Payment column minus Huntington Woods column).
3. The Oak Park distribution column also includes cash codes that were distributed 100% to Oak Park.
4. The crime victim's rights assessment is split Oak Park - 10% and state of Michigan - 90%
5. The clearance fee - DLRJ is split Oak Park - 40% and state of Michigan - 60%.
6. The clearance fee - DLRJ is split Oak Park - 25 % and state of Michigan - 75%.

45th District Court
 Venue 05 - Oakland County
 Fiscal Year Ending June 30, 2016

CASH CODE BY VENUE REPORT			DISTRIBUTION			
CASH CODE	PAYMENT	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
TRAFFIC/CRIMINAL						
BOND FORFEITURE	BD04	390.00	390.00			390.00
CASH BOND	BT01	1,010.00			1,010.00	1,010.00
10% DEP BOND	BT02	310.00			310.00	310.00
COURT COST - ORDINANCE	COSL	10.00	10.00			10.00
COURT COST - STATUTE	COSS	1,886.00	1,886.00			1,886.00
CLEARANCE FEE - DLRJ	DLRF	915.00	366.00	549.00		915.00
CLEARANCE FEE - DLRJ	DLRJ	750.00	187.50	562.50		750.00
JAIL REIMBURSEMENT	JRPA	5.00	5.00			5.00
MIN STATE COST	JSMO	40.00		40.00		40.00
MIN STATE COST	JSSS	45.00		45.00		45.00
JUSTICE SYSTEM ASMT	JSTC	1,280.00		1,280.00		1,280.00
20% LATE PENALTY	LATE	954.00	954.00			954.00
ATTORNEY FEE	MFAT	340.00	340.00			340.00
COSTS ASSESS	MFCS	250.00	250.00			250.00
MJTF	MJTF	5.00		5.00		5.00
BOND COSTS	MYBC	25.00	25.00			25.00
CRIME VICTIM RIGHT'S ASMT	MYCV	1,150.00	115.00	1,035.00		1,150.00
COURT COSTS - STATUTE	MYFE	1,548.00	1,548.00			1,548.00
HWY SAFETY FEE	MYHS	5.00		5.00		5.00
INSURANCE FEE - NO PROOF	MYIF	275.00	275.00			275.00
ORDINANCE F/C	MYOR	650.00	650.00			650.00
PARKING	MYPK	660.00	660.00			660.00
RESTITUTION	MYRS	3,515.64			3,515.64	3,515.64
STATE COST	MYSC	5.00		5.00		5.00
STATUTE FINE	MYSF	2,444.00		2,444.00		2,444.00
SHOW CAUSE	MYSH	449.27	449.27			449.27
SEC ROAD FEE	MYSR	10.00		10.00		10.00
OP COSTS	OPCS	140.00	140.00			140.00
PROBATION COST	PBOF	950.00	950.00			950.00
PROBATION SCREENING	PBSF	786.00	786.00			786.00
PENALTY - ORDINANCE	PNLO	105.00	105.00			105.00
PENALTY - STATUTE	PNLT	575.00	575.00			575.00
RETIREE HLTH 13	RHCF	450.00	450.00			450.00
STATE COST/93	SCST	4.00		4.00		4.00
BUILDING FUND (MBCF)	SPCF	785.00	785.00			785.00
WARRANT FEE	WARR	780.00	780.00			780.00
		<u>24,201.91</u>	<u>12,681.77</u>	<u>4,240.50</u>	<u>2,444.00</u>	<u>4,835.64</u>
						<u>24,201.91</u>

NOTES:

1. The crime victim's rights assessment is split Oak Park - 10% and state of Michigan - 90%
2. The clearance fee - DLRJ is split Oak Park - 40% and state of Michigan - 60%.
3. The clearance fee - DLRJ is split Oak Park - 25 % and state of Michigan - 75%.

45th District Court
 Venue 06 - Michigan State Police
 Fiscal Year Ending June 30, 2016

CASH CODE BY VENUE REPORT			DISTRIBUTION			
CASH CODE	PAYMENT	OAK PARK	STATE OF MI	OAKLAND COUNTY	TRUST & AGENCY	TOTAL
TRAFFIC/CRIMINAL						
BOND FORFEITURE	BD04 2,450.00	2,450.00				2,450.00
CASH BOND	BT01 20,745.05				20,745.05	20,745.05
10% DEP BOND	BT02 15,976.00				15,976.00	15,976.00
COURT COST - ORDINANCE	COSL 95.00	95.00				95.00
COURT COST - STATUTE	COSS 29,127.00	29,127.00				29,127.00
CLEARANCE FEE - DLRJ	DLRF 10,826.00	4,330.40	6,495.60			10,826.00
CLEARANCE FEE - DLRJ	DLRJ 8,700.00	2,175.00	6,525.00			8,700.00
FORENSIC LAB	FLAB 282.00	282.00				282.00
MIN STATE COST	JSMD 14,163.00		14,163.00			14,163.00
MIN STATE COST	JSMO 286.00		286.00			286.00
MIN STATE COST	JSSS 48.00		48.00			48.00
JUSTICE SYSTEM ASMT	JSTC 58,463.00		58,463.00			58,463.00
20% LATE PENALTY	LATE 13,068.60	13,068.60				13,068.60
ATTORNEY FEE	MFAT 7,804.00	7,804.00				7,804.00
COSTS ASSESS	MFCS 340.00	340.00				340.00
MJTF	MJTF 30.00		30.00			30.00
NSF FEE	MNSF 200.00	200.00				200.00
BOND COSTS	MYBC 905.00	905.00				905.00
CRIME VICTIM RIGHT'S ASMT	MYCV 21,416.00	2,141.60	19,274.40			21,416.00
COURT COSTS - STATUTE	MYFE 66,138.00	66,138.00				66,138.00
HWY SAFETY FEE	MYHS 30.00		30.00			30.00
INSURANCE FEE - NO PROOF	MYIF 4,250.00	4,250.00				4,250.00
ORDINANCE F/C	MYOR 2,332.00	2,332.00				2,332.00
PARKING	MYPK 1,555.00	1,555.00				1,555.00
RESTITUTION	MYRS 325.00				325.00	325.00
STATE COST	MYSC 35.00		35.00			35.00
STATUTE FINE	MYSF 70,756.00			70,756.00		70,756.00
SHOW CAUSE	MYSH 8,781.00	8,781.00				8,781.00
SEC ROAD FEE	MYSR 30.00		30.00			30.00
OP COSTS	OPCS 781.00	781.00				781.00
PROBATION COST	PBOF 18,217.00	18,217.00				18,217.00
PROBATION SCREENING	PBSF 9,024.05	9,024.05				9,024.05
PENALTY - ORDINANCE	PNLO 530.00	530.00				530.00
PENALTY - STATUTE	PNLT 20,195.00	20,195.00				20,195.00
REFUND	RFND 25.00				25.00	25.00
RETIREE HLTH 13	RHCF 20,491.00	20,491.00				20,491.00
STATE COST/93	SCST 28.00		28.00			28.00
BUILDING FUND (MBCF)	SPCF 29,240.00	29,240.00				29,240.00
WARRANT FEE	WARR 14,641.00	14,641.00				14,641.00
	<u>472,328.70</u>	<u>259,093.65</u>	<u>105,408.00</u>	<u>70,756.00</u>	<u>37,071.05</u>	<u>472,328.70</u>

NOTES:

1. The crime victim's rights assessment is split Oak Park - 10% and state of Michigan - 90%
2. The clearance fee - DLRJ is split Oak Park - 40% and state of Michigan - 60%.
3. The clearance fee - DLRJ is split Oak Park - 25 % and state of Michigan - 75%.

45th District Court
Summary of Distributions to Oak Park from All Venues
Fiscal Year Ending June 30, 2016

	CASH CODE	01 - OP	02-HW	03 - ROT	04 - PR	05 - OC	06 - MSP	TOTAL
TRAFFIC/CRIMINAL								
BOND FORFEITURE	BD04	26,170.00	6,207.00	40.00	720.00	390.00	2,450.00	35,977.00
CASH BOND	BT01	-	-	-	-	-	-	-
10% DEP BOND	BT02	-	-	-	-	-	-	-
COURT COST - ORDINANCE	COSL	86,236.00	16,856.00	315.00	14,132.00	10.00	95.00	117,644.00
COURT COST - STATUTE	COSS	11,554.00	433.00	15.00	795.00	1,886.00	29,127.00	43,810.00
CLEARANCE FEE - DLRJ	DLRF	14,854.80	7,433.60	1,020.00	2,125.60	366.00	4,330.40	30,130.40
CLEARANCE FEE - DLRJ	DLRJ	7,456.84	3,719.25	517.50	1,066.75	187.50	2,175.00	15,122.84
FORENSIC LAB	FLAB	564.00	34.00	-	-	-	282.00	880.00
JAIL REIMBURSEMENT	JRPA	-	-	-	-	5.00	-	5.00
MIN STATE COST	JSMD	-	-	-	-	-	-	-
MIN STATE COST	JSMO	-	-	-	-	-	-	-
MIN STATE COST	JSNC	-	-	-	-	-	-	-
MIN STATE COST	JSSS	-	-	-	-	-	-	-
JUSTICE SYSTEM ASMT	JSTC	-	-	-	-	-	-	-
20% LATE PENALTY	LATE	67,468.96	24,882.00	2,499.00	7,182.00	954.00	13,068.60	116,054.56
ATTORNEY FEE	MFAT	38,976.00	6,088.00	175.00	3,945.00	340.00	7,804.00	57,328.00
COSTS ASSESS	MFCS	2,447.00	688.00	370.00	-	250.00	340.00	4,095.00
MJTF	MJTF	-	-	-	-	-	-	-
NSF FEE	MNSF	380.00	250.00	-	-	-	200.00	830.00
BOND COSTS	MYBC	8,019.20	1,548.50	110.00	390.00	25.00	905.00	10,997.70
CRIME VICTIM RIGHT'S ASMT	MYCV	5,421.36	2,234.62	279.50	854.30	115.00	2,141.60	11,046.37
COURT COSTS - STATUTE	MYFE	9,813.26	2,192.00	1,721.00	1,041.00	1,548.00	66,138.00	82,453.26
HWY SAFETY FEE	MYHS	-	-	-	-	-	-	-
INSURANCE FEE - NO PROOF	MYIF	12,060.00	8,634.00	16.75	1,100.50	275.00	4,250.00	26,336.25
ORDINANCE F/C	MYOR	348,756.21	234,906.96	4,923.73	58,092.71	650.00	2,332.00	649,661.61
PARKING	MYPK	95,995.00	2,619.60	1,073.20	3,235.92	660.00	1,555.00	105,138.72
RESTITUTION	MYRS	-	6,565.00	-	-	-	-	6,565.00
STATE COST	MYSC	-	-	-	-	-	-	-
STATUTE FINE	MYSF	-	-	-	-	-	-	-
SHOW CAUSE	MYSH	31,809.74	11,839.00	390.00	2,555.00	449.27	8,781.00	55,824.01
SEC ROAD FEE	MYSR	-	-	-	-	-	-	-
UNCLAIMED RESTITUTION	MYVR	-	-	-	-	-	-	-

45th District Court
Summary of Distributions to Oak Park from All Venues
Fiscal Year Ending June 30, 2016

	CASH CODE	01 - OP	02-HW	03 - ROT	04 - PR	05 - OC	06 - MSP	TOTAL
OP COSTS	OPBF	1,317.00	-	-	-	-	-	1,317.00
OP COSTS	OPCS	7,744.00	1,670.00	915.00	667.00	140.00	781.00	11,917.00
TRAFFIC SCHOOL	PBCL	95.00	-	-	-	-	-	95.00
PROBATION COST	PBOF	154,443.00	22,601.00	-	11,959.00	950.00	18,217.00	208,170.00
PROBATION SCREENING	PBSF	63,909.70	11,077.00	250.00	7,998.00	786.00	9,024.05	93,044.75
PENALTY - ORDINANCE	PNLO	72,367.73	40,341.00	1,760.00	9,682.00	105.00	530.00	124,785.73
PENALTY - STATUTE	PNLT	135.00	45.00	105.00	-	575.00	20,195.00	21,055.00
PROB VIOLATION	PYPV	60.00	-	-	-	-	-	60.00
REFUND	RFND	-	-	-	-	-	-	-
RETIREE HLTH 13	RHCF	44,241.07	66,532.00	472.00	13,265.00	450.00	20,491.00	145,451.07
STATE COST/93	SCST	-	-	-	-	-	-	-
BUILDING FUND (MBCF)	SPCF	64,624.50	87,738.00	795.00	17,545.00	785.00	29,240.00	200,727.50
WARRANT FEE	WARR	38,413.47	15,268.00	1,025.00	4,726.00	780.00	14,641.00	74,853.47
CIVIL								
CASH BOND	BT01	-	-	-	-	-	-	-
CERTIFIED COPY	CERT	791.00	-	-	-	-	-	791.00
CIVIL FLG/93	CVFL	15.00	-	-	-	-	-	15.00
CVF \$11	CVL1	1,586.00	33.00	88.00	11.00	-	-	1,718.00
CVF \$17	CVL2	35,343.00	408.00	2,414.00	119.00	-	-	38,284.00
CVF \$23	CVL3	14,168.00	621.00	828.00	207.00	-	-	15,824.00
CVF \$31	CVL4	3,379.00	93.00	186.00	-	-	-	3,658.00
E-FILING \$5	EF05	-	-	-	-	-	-	-
E-FILING \$10	EF10	-	-	-	-	-	-	-
E-FILING \$20	EF20	-	-	-	-	-	-	-
MISC FEE	MFEE	100.00	-	-	-	-	-	100.00
MOTION FEE	MOTN	21,380.00	80.00	20.00	-	-	-	21,480.00
APPEAL FEE	MYAR	125.00	-	-	-	-	-	125.00
CVL FEES/OTH	MYCF	540.00	-	-	-	-	-	540.00
COPY FEE	MYCO	125.50	-	-	-	-	-	125.50
DEMAND JURY FEE	MYDJ	500.00	-	-	-	-	-	500.00
FORMS FEE	MYFO	45.00	-	-	4.00	-	-	49.00
GARNISHMENT	MYGA	62,000.00	135.00	30.00	30.00	-	-	62,195.00
MAILING FEE	MYMF	15.00	15.00	-	-	-	-	30.00

45th District Court
Summary of Distributions to Oak Park from All Venues
Fiscal Year Ending June 30, 2016

	CASH CODE	01 - OP	02-HW	03 - ROT	04 - PR	05 - OC	06 - MSP	TOTAL
TRUST	MYTR	-	-	-	-	-	-	-
WRIT E/A/R	MYWE	6,705.00	15.00	30.00	-	-	-	6,750.00
CVS \$14	STF1	-	-	-	-	-	-	-
CVS \$28	STF2	-	-	-	-	-	-	-
CVS \$42	STF3	-	-	-	-	-	-	-
CVS \$119	STF4	-	-	-	-	-	-	-
MISCELLANEOUS								
CERTIFIED COPY	CERT	70.00	-	-	-	-	-	70.00
	CASH CODE	01 - OP	02-HW	03 - ROT	04 - PR	05 - OC	06 - MSP	TOTAL
COPY FEE	MYCO	3,485.50	-	-	-	-	-	3,485.50
FORMS FEE	MYFO	1,246.00	-	-	4.00	-	-	1,250.00
MARRIAGE FEE	MYMR	150.00	-	-	-	-	-	150.00
PBT TESTING	PBTT	4,563.00	-	-	-	-	-	4,563.00
TOTAL		1,371,665	583,803	22,384	163,453	12,682	259,094	2,413,079
TO BUILDING FUND (MBCF)		64,625	87,738	795	17,545	785	29,240	200,728
TO RETIREE HLTH 13		44,241	66,532	472	13,265	450	20,491	145,451
Net to Oak Park		1,262,799	429,533	21,117	132,643	11,447	209,363	2,066,901
Percentage of Net		61.10%	20.78%	1.02%	6.42%	0.55%	10.13%	100.00%
Net Court Expenses								1,788,404.00
Surplus to Oak Park								278,496.67

ADMINISTRATIVE ORDER NO.1998-3

Family Division of the Circuit Court; Support Payments

The family division of the circuit court is responsible for the receipt and disbursement of child and spousal support payments. Those transactions require substantial public resources in order to ensure that the funds are properly receipted and disbursed on a timely basis for the benefit of those who receive the funds. Michigan circuit courts have an exemplary record for the rapid and efficient receipt and disbursement of support payments.

The implementation of electronic funds transfer processes for receipt and disbursement of funds provides the opportunity for more timely processing of support payments, and the opportunity for reducing the cost of such transactions. Furthermore, it is apparent that the implementation of electronic funds transfers for support payments will facilitate the implementation of central distribution processes required by the federal Personal Responsibility and Work Opportunity Act of 1996.

Therefore, it is ordered that circuit courts, in receiving and disbursing support payments, shall use electronic funds transfer to the fullest extent possible.

In implementing electronic funds transfers, circuit courts will follow guidelines established by the State Court Administrator for that purpose.

ADMINISTRATIVE ORDER NO.1998-4

Sentencing Guidelines

On order of the Court, Administrative Order No. 1998-2, 459 Mich, is vacated.

The sentencing guidelines promulgated by the Supreme Court in Administrative Order No. 1988-4, 430 Mich ci (1988) are rescinded, effective January 1, 1999, for all cases in which the offense is committed on or after January 1, 1999. The sentencing guidelines promulgated in Administrative Order No. 1988-4, as governed by the appellate case law concerning those guidelines, remain in effect for applicable offenses committed before January 1, 1999.

ADMINISTRATIVE ORDER NO.1998-5

[as amended effective June 4, 2014]

Chief Judge Responsibilities; Local Intergovernmental Relations

I. APPLICABILITY

This Administrative Order applies to all trial courts as defined in MCR 8.110(A).

II. COURT BUDGETING

If the local funding unit requests that a proposed court budget be submitted in line-item detail, the chief judge must comply with the request. If a court budget has been appropriated in line-item detail, without prior approval of the funding unit, a court may not transfer between line-item accounts to: (a) create new personnel positions or to supplement existing wage scales or benefits, except to implement across the board increases that were granted to employees of the funding unit after the adoption of the court's budget at the same rate, or (b) reclassify an employee to a higher level of an existing category. A chief judge may not enter into a multiple-year commitment concerning any personnel economic issue unless: (1) the funding unit agrees, or (2) the agreement does not exceed the percentage increase or the duration of a multiple-year contract that the funding unit has negotiated for its employees. Courts must notify the funding unit or a local court management council of transfers between lines within 10 business days of the transfer. The requirements shall not be construed to restrict implementation of collective bargaining agreements.

III. FUNDING DISPUTES; MEDIATION AND LEGAL ACTION

If, after the local funding unit has made its appropriations (including, for purposes of this section, amendments of existing appropriations or enforcement of existing appropriations), a court concludes that the funds provided for its operations by its local funding unit are insufficient to enable the court to properly perform its duties and that legal action is necessary, the procedures set forth in this order must be followed.

1. The chief judge of the court shall notify the State Court Administrator that a dispute exists regarding court funding that the court and the local funding unit have been unable to resolve. The notice must be accompanied by a written communication indicating that the chief judge of the court has approved the commencement of legal proceedings. With the notice, the court must supply the State Court Administrator with all facts relevant to the funding dispute. The State Court Administrator must attempt to aid the court and the local funding unit to resolve the dispute. If requested by the court and the local funding unit, the State Court Administrator must appoint a person or entity to serve as mediator within five business days. Any mediation that occurs as a result of the appointment of a mediator under this paragraph is intended to be the mediation referred to in MCL 141.438(6) and (8) and MCL 141.436(9).

2. If the court concludes that a civil action to compel funding is necessary, a civil action may be commenced by the chief judge, consistent with MCL 141.436 and MCL 141.438, if applicable.¹ If not applicable, a civil action may be commenced by the court, and the State Court Administrator is authorized to assign a disinterested judge to preside over the action.

¹ The statutory provisions referred to in this paragraph relate to funding disputes between courts and their county funding unit(s). Third class district courts and municipal courts are not subject to the referenced statutory provisions.

3. Chief judges or representatives of funding units may request the assistance of the State Court Administrative Office to mediate situations involving potential disputes at any time, before differences escalate to the level of a formal funding dispute.

IV. LOCAL COURT MANAGEMENT COUNCIL OPTION

Where a local court management council has been created by a funding unit, the chief judge of a trial court for which the council operates as a local court management council, or the chief judge's designee, may serve as a member of the council. Unless the local court management council adopts the bylaws described below, without the agreement of the chief judge, the council serves solely in an advisory role with respect to decisions concerning trial court management otherwise reserved exclusively to the chief judge of the trial court pursuant to court order and administrative order of the Supreme Court.

A chief judge, or the chief judge's designee, must serve as a member of a council whose nonjudicial members agree to the adoption of the following bylaws:

- 1) Council membership includes the chief judge of each court for which the council operates as a local court management council.
- 2) Funding unit membership does not exceed judicial membership by more than one vote. Funding unit membership is determined by the local funding unit; judicial membership is determined by the chief judge or chief judges. Judicial membership may not be an even number.
- 3) Any action of the council requires an affirmative vote by a majority of the funding unit representatives on the council and a majority vote of the judicial representatives on the council.
- 4) Once a council has been formed, dissolution of the council requires the majority vote of the funding unit representatives and the judicial representatives of the council.
- 5) Meetings of the council must comply with the Open Meetings Act. MCL 15.261 et seq.; MSA 4.1800(11) et seq. Records of the council are subject to the Freedom of Information Act. MCL 15.231 et seq.; MSA 4.1801(1) et seq.

If such bylaws have been adopted, a chief judge shall implement any personnel policies agreed upon by the council concerning compensation, fringe benefits, and pensions of court employees, and shall not take any action inconsistent with policies of the local court management council concerning those matters.

Management policies concerning the following are to be established by the chief judge, but must be consistent with the written employment policies of the local funding unit except to the extent that conformity with those policies would impair the operation of the court: holidays, leave, work schedules, discipline, grievance process, probation, classification, personnel records, and employee compensation for closure of court business due to weather conditions.

As a member of a local court management council that has adopted the bylaws described above, a chief judge or the chief judge's designee must not act in a manner that frustrates or impedes the collective bargaining process. If an impasse

occurs in a local court management council concerning issues affecting the collective bargaining process, the chief judge or judges of the council must immediately notify the State Court Administrator, who will initiate action to aid the local court management council in resolving the impasse.

It is expected that before and during the collective bargaining process, the local court management council will agree on bargaining strategy and a proposed dollar value for personnel costs. Should a local court management council fail to agree on strategy or be unable to develop an offer for presentation to employees for response, the chief judge must notify the State Court Administrator. The State Court Administrator must work to break the impasse and cause to be developed for presentation to employees a series of proposals on which negotiations must be held.

V. PARTICIPATION BY FUNDING UNIT IN NEGOTIATING PROCESS

If a court does not have a local court management council, the chief judge, in establishing personnel policies concerning compensation, fringe benefits, pensions, holidays, or leave, must consult regularly with the local funding unit and must permit a representative of the local funding unit to attend and participate in negotiating sessions with court employees, if desired by the local funding unit. The chief judge shall inform the funding unit at least 72 hours in advance of any negotiating session. The chief judge may permit the funding unit to act on the chief judge's behalf as negotiating agent.

VI. CONSISTENCY WITH FUNDING UNIT PERSONNEL POLICIES

To the extent possible, consistent with the effective operation of the court, the chief judge must adopt personnel policies consistent with the written employment policies of the local funding unit. Effective operation of the court to best serve the public in multicounty circuits and districts, and in third class district courts with multiple funding units may require a single, uniform personnel policy that does not wholly conform with specific personnel policies of any of the court's funding units.

1. Unscheduled Court Closing Due to Weather Emergency.

If a chief judge opts to close a court and dismiss court employees because of a weather emergency, the dismissed court employees must use accumulated leave time or take unpaid leave if the funding unit has employees in the same facility who are not dismissed by the funding unit. If a collective bargaining agreement with court staff does not allow the use of accumulated leave time or unpaid leave in the event of court closure due to weather conditions, the chief judge shall not close the court unless the funding unit also dismisses its employees working at the same facility as the court.

Within 90 days of the issuance of this order, a chief judge shall develop and submit to the State Court Administrative Office a local administrative order detailing the process for unscheduled court closing in the event of bad weather. In preparing the order, the chief judge shall consult with the court's funding unit. The policy must be consistent with any collective bargaining agreements in effect for employees working in the court.

2. Court Staff Hours.

The standard working hours of court staff, including when they begin and end work, shall be consistent with the standard working hours of the funding unit. Any deviation from the standard working hours of the funding unit must be reflected in a local administrative order, as required by the chief judge rule, and be submitted for review and comment to the funding unit before it is submitted to the SCAO for approval.

VII. TRAINING PROGRAMS

The Supreme Court will direct the development and implementation of ongoing training seminars of judges and funding unit representatives on judicial/legislative relations, court budgeting, expenditures, collective bargaining, and employee management issues.

VIII. COLLECTIVE BARGAINING

For purposes of collective bargaining pursuant to 1947 PA 336, a chief judge or a designee of the chief judge shall bargain and sign contracts with employees of the court. Notwithstanding the primary role of the chief judge concerning court personnel pursuant to MCR 8.110, to the extent that such action is consistent with the effective and efficient operation of the court, a chief judge of a trial court may designate a representative of a local funding unit or a local court management council to act on the court's behalf for purposes of collective bargaining pursuant to 1947 PA 336 only, and, as a member of a local court management council, may vote in the affirmative to designate a local court management council to act on the court's behalf for purposes of collective bargaining only.

IX. EFFECT ON EXISTING AGREEMENTS

This order shall not be construed to impair existing collective bargaining agreements. Nothing in this order shall be construed to amend or abrogate agreements between chief judges and local funding units in effect on the date of this order. Any existing collective bargaining agreements that expire within 90 days may be extended for up to 12 months.

If the implementation of 1996 PA 374 pursuant to this order requires a transfer of court employees or a change of employers, all employees of the former court employer shall be transferred to, and appointed as employees of, the appropriate employer, subject to all rights and benefits they held with the former court employer. The employer shall assume and be bound by any existing collective bargaining agreement held by the former court employer and, except where the existing collective bargaining agreement may otherwise permit, shall retain the employees covered by that collective bargaining agreement.

A transfer of court employees shall not adversely affect any existing rights and obligations contained in the existing collective bargaining agreement. An employee who is transferred shall not, by reason of the transfer, be placed in any worse position with respect to worker's compensation, pension, seniority, wages, sick leave, vacation, health and welfare insurance, or any other terms and conditions of employment that the employee enjoyed as an employee of the former court employer. The rights and benefits thus protected may be altered by a future collective bargaining agreement.

X. REQUESTS FOR ASSISTANCE

The chief judge or a representative of the funding unit may request the assistance of the State Court Administrative Office to facilitate effective communication between the court and the funding unit.