

Effective 1/1/94

COPY

AGREEMENT
BETWEEN THE
CHEBOYGAN COUNTY BOARD OF COMMISSIONERS
AND
PRESQUE ISLE COUNTY BOARD OF COMMISSIONERS
REGARDING
PROCEDURES FOR THE JOINT COUNTY FINANCING
OF THE
89TH DISTRICT COURT AND ITS EMPLOYEES
EFFECTIVE DATE - JANUARY 1, 1994

Cheboygan County

RECEIVED

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CHEBOYGAN CO. CLERK

I. It is hereby agreed that Cheboygan County shall be the Administrative County in paying all salaries, expenses, fringe benefits and termination benefits of District Court employees which have dual county duties. Said salaries, expenses and benefits shall be set by mutual agreement of the District Judge and the Board of Commissioners of the two counties.

- A. Any request for changes in the agreed rates or benefits shall be made by the Court and shall be approved by a joint committee meeting between the two counties and approved by Board action of each county.
- B. Cheboygan County shall issue a monthly statement to Presque Isle County which shall reflect in detail the portion of expenses which shall become the liability of Presque Isle County. Cheboygan County shall be reimbursed for such expenditures within thirty (30) days.
- C. It is agreed that Cheboygan County shall be the sole source of any payments made to the Judge or any other court employee having dual county duties.
- D. It is agreed that the proportion of such expenses shall be borne by Cheboygan County at a rate of 80% and by Presque Isle County at a rate of 20% and such rates shall remain in effect until there is a change of at least 5% in the activity and time spent by the court between the two counties. The 80/20 split represents the present ratio of time and effort spent by the court between the two counties, as well as case-load and revenue return. The split shall never be less than 20% for Presque Isle County.
- E. It is further agreed that Presque Isle County shall pay the sum of \$500 to reimburse for telephone service charges. Further, Presque Isle County will reimburse for actual calls in connection with Presque Isle County cases. This provision shall be reviewed annually.

II. GENERAL PROVISIONS:

- A. It is mutually agreed that any provision which has been set forth in the agreement that shall be found to be in conflict or be overridden by any Judicial Directives or State Statutes shall become null and void and such Judicial Directives or State Statutes shall supersede and prevail.
- B. It is hereby agreed that Cheboygan County shall be responsible for performing all duties, functions and responsibilities of the District control unit concerning all matters not otherwise covered by express provisions of this agreement.
- C. The proportion of county liability previously set forth in the agreement (80% Cheboygan - 20% Presque Isle) shall apply to all fringe benefits for which an employee is eligible. Such fringe benefits shall include F.I.C.A., Unemployment Insurance, Retirement benefits (under Cheboygan County Plan) as well as Workman's Compensation Insurance (under Cheboygan County Policy and limits).
- D. Since it has been the past practice of the Court to provide a probation period of six calendar months from date of hire, new employees will not become eligible for vacation pay, sick pay, hospitalization insurance, or holiday pay until after completion of said probationary period.
- E. Court employees having dual county duties shall be paid for necessary and actual expenses as defined under MCLA 600.8625 when in other than their county of residence. Said employees shall be paid for mileage when using their personally owned automobile on official Court business. Said rate shall be the same as allowed by the participating counties by prior agreement. (Currently .2650 per mile) Total expenses shall be submitted monthly and shared by the counties on the same percentage (80%-20%) as previously set forth.

III. TERMINATION:

This agreement shall become effective as of January 1, 1994 and shall continue in effect from year to year thereafter, unless either party shall give notice to the other of its intention to terminate or modify same. Said notice shall be given at least sixty (60) days prior to date desired for termination or modification.

Date 01/13/94

SALARIES & FRINGE FOR DISTRICT COURT DUAL COUNTY EMPLOYEES

COURT RECORDER	1994 Total Salary	<u>\$ 21,112.00</u>
	Cheboygan County Share	\$ 16,889.60
	Presque Isle County Share	<u>\$ 4,222.40</u>
COURT PROBATION OFFICER	1994 Total Salary	<u>\$ 26,663.00</u>
	Cheboygan County Share	\$ 21,330.40
	Presque Isle County Share	<u>\$ 5,332.60</u>
DISTRICT COURT JUDGE	1994 Total Salary	<u>\$ 43,099.00</u>
	Cheboygan County Share	\$ 34,479.20
	Presque Isle County Share	<u>\$ 8,619.80</u>

Fringe Benefit: Hospitalization Insurance under the Presque Isle County Plan for District Court Judge. (See paragraph two below.) Hospitalization Insurance under the Cheboygan County Plan for the Court Probation Officer and Court Recorder.

It is further agreed that the Judge shall remain under the Blue Cross plan of Presque Isle County. This amount is presently \$358.11 per month (as of 9/20/91) and shall be paid by Presque Isle County under their Group plan. If the premium increases, Presque Isle County shall notify the Cheboygan County Clerk immediately of the new rates.

Cheboygan County will figure the total amount of the Blue Cross premiums into the total court expenses and shall deduct 20% of same and shall show this as a credit against the liability of Presque Isle County.

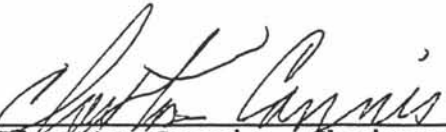
The above counties' shares of salaries shown do not include fringe benefits (Approx 23%) and should not be used as totals for budget purposes.

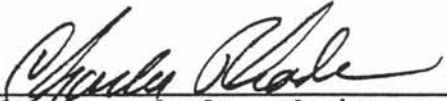
It is further agreed that any new dual county employees shall be enrolled under the Cheboygan County Blue Cross Plan.

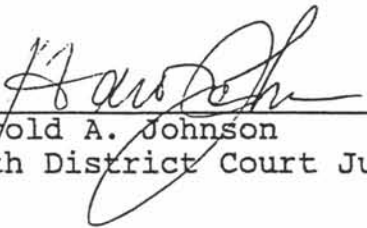
It is further agreed that employees having dual county duties shall be under the Cheboygan County Retirement Plan.

The figures for salaries and fringe may change annually.

SIGNATURE SHEET FOR AGREEMENT

by 
Clayton Cannis, Chairman
Cheboygan County Commissioners

by 
Charles Rhode, Chairman
Presque Isle Co Commissioners

by 
Harold A. Johnson
89th District Court Judge

Dated: 2-4-94