

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

JUNE 12, 2008 SESSIONS

JOURNAL 57

<u>PAGE</u>	<u>ITEM</u>	<u>SUBJECT MATTER</u>
533	1	JUNE 12, 2008 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL
533	2	MINUTES OF MAY SESSIONS - ADOPTED AS DISTRIBUTED
533	3	PUBLIC PARTICIPATION - NO COMMENTS
534	4	AGENDA - ADDITIONS
534	5	AGENDA - ADOPTED AS DISTRIBUTED
534-535	6-8	TRUTH IN TAXATION - PUBLIC HEARING
535-536	9	PRESENTATION - SINGLE POINT OF ENTRY FOR SERVICES
536	10	INFORMATIONAL SESSION - FACILITIES MANAGEMENT
536	11	ADMINISTRATOR'S REPORT
536	12	BREAK - 1:55 P.M.
536-538	13	FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS
538-539	14	2008 MILLAGE LEVY - SET COUNTY MILLAGE RATES
540	15	PLANNING COMMISSION - BUDGET ADJUSTMENT FOR CONTRACTUAL SERVICES
540-541	16	TRANSPORTATION DEPARTMENT - AWARD TRANSIT FACILITY METALS BID
541-545	17	SHERIFF DEPARTMENT - KPEP PROFESSIONAL SERVICES AGREEMENT/METHAMPHETAMINE DIVERSION PROGRAM
545	18	BREAK - 2:45 P.M.
546	19	DISCUSSION - TRI-COMMUNITY MEETING
547	20	TRI-COMMUNITY MEETING - ISSUE INVITATION
547	21	HIRING OF DEPARTMENT HEADS - PROCESS
547	22	REQUEST TO SET ISSUE ON JUNE 19, 2008 DISCUSSION AGENDA
547	23	ADJOURNMENT UNTIL JUNE 26, 2008 AT 1:00 P.M.

June 12, 2008 Session

JUNE 12, 2008 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL

1/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Commissioners' Room of the County Services Building in the Township of Allegan on June 12, 2008, at 1:00 P.M. in accordance with the motion for adjournment of May 22, 2008, and rules of this Board; Vice-Chairman Jones presiding.

The invocation was offered by District 11 Commissioner Jones.

The County Clerk led the Board in the Pledge of Allegiance to the flag.

Upon roll call the following members answered as Commissioners for the respective Districts:

DIST #1	TERRY BURNS	DIST #7	DON BLACK
DIST #2	STEVE McNEAL [ARR 3:43 PM]	DIST #8	TOM JESSUP
DIST #3	PAUL VANECK	DIST #9	FRITZ SPREITZER
DIST #4	MARK DeYOUNG	DIST #10	JON CAMPBELL
DIST #5	DEAN KAPENGA	DIST #11	LARRY JONES [Left 3:45 PM]
DIST #6	MAX THIELE		

MINUTES OF THE MAY SESSION - ADOPTED AS DISTRIBUTED

2/ Moved by Commissioner Kapenga, seconded by Commissioner Thiele to approve the minutes of the May 8 and May 22, 2008 sessions as distributed. Motion carried.

PUBLIC PARTICIPATION - NO COMMENTS

3/ Vice-Chairman Jones opened the meeting to public participation and as there were no comments, he closed the meeting to public participation.

AGENDA - ADDITIONS

4/ Vice-Chairman Jones asked if there were any additions or changes to the agenda. Administrator, Rob Sarro stated that item #4 on the action agenda concerning the 2009 Budget Policy is not ready and he asked that it be removed from the current agenda and placed on the June 28, 2008 agenda. He also asked that a second item be added to the DISCUSSION portion of the agenda; Department Head Hiring Policy.

Moved by Commissioner Campbell, seconded by Commissioner Black to approve the changes to the meeting agenda as requested. Motion carried.

AGENDA - ADOPTED AS AMENDED

5/ Moved by Commissioner Thiele, seconded by Commissioner VanEck to adopt the agenda as amended. Motion carried.

TRUTH IN TAXATION - PUBLIC HEARING

6/ At 1:15 p.m., it was moved by Commissioner Thiele, seconded by Commissioner Spreitzer to open the Public Hearing for Truth in Taxation. Motion carried.

Vice Chairman Jones introduced Blaine McLeod, Equalization Director to outline the purpose of the meeting and address any questions about the millage levels being levied.

7/ The County Clerk read the notice of hearing which was posted on the County bulletin boards and web site and published in the Allegan County News in compliance with the law.

Blaine explained the County will be able to collect an additional \$800,000 in revenue by holding this hearing; there was 2.9% growth in taxable value.

Moved by Commissioner Burns, seconded by Commissioner Balck to approve the Truth in Taxation report. Motion carried.

Vice-Chairman Jones opened the hearing to public participation and called for questions from the public. Commissioner Campbell asked how far the county millage rate has been rolled back. Blaine explained that we have lost 1 full mill due to rollback since the millage rate was set in 1965; this equates to approximately \$4.2 million in revenue.

8/ Moved by Commissioner VanEck, seconded by Commissioner DeYoung to close the public hearing. Motion carried and the public hearing was closed at 1:25 p.m.

PRESENTATION - SINGLE POINT OF ENTRY FOR SERVICES

9/ Tom Czerwinski, Executive Director of the Area Agency on Aging of Western Michigan reported on the progress made since the board sent a letter of support to establish a regional single point of entry for providing information to older adults and disabled individuals needing services. This has allowed them to qualify for State grant funding. The State authorized funds for this process but required a separate entity to qualify for funding and the West Michigan Long Term Care Connection was created. He introduced Charles Logie, Director of the West MI Long Term Care Connection to address the number of people in the County being served during the past year and a half. They sub contract various administrative services and I.T. services to affiliated agencies for cost savings. There is a toll free number that will connect individuals to the Area Agency on Aging of Western Michigan to address their concerns, either over the phone or they can send one of the 19 individuals available across the district to visit them to discuss their options. Michigan is one of 43 states who are developing programs such as this.

Both Tom Czerwinski and Charles Logie stated they would like to update the Board on a regular basis about the progress being made.

INFORMATIONAL SESSION - FACILITIES MANAGEMENT

10/ Bob Wakeman, Director of the Facilities Management Department addressed the services provided by the Facilities Management Department, the goals set as well as departmental accomplishments. He stated that they are now fully staffed. One of the biggest challenges the department faces is containing utility costs.

ADMINISTRATOR'S REPORT

11/ Administrator, Rob Sarro reported that he has sent updates to all and asked if Commissioners had any questions.

BREAK - 1:55 P.M.

12/ Moved by Commissioner Campbell, seconded by Commissioner Spreitzer to take a ten minute break. Motion carried and the meeting was recessed at 1:55 P.M.

Upon reconvening at 2:15 P.M., the following Commissioners were present: Commissioner Burns, VanEck, DeYoung, Kapenga, Thiele, Black, Jessup, Spreitzer, Campbell and Jones. Absent - Commissioner McNeal.

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

13/ Moved by Commissioner Black, seconded by Commissioner Kapenga to adopt the report of claims for May 23, May 30 and June 6, 2008 as presented. Motion carried by roll call vote: Yeas - 9 votes. Nays - 0 votes. Absent - 2 votes.

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,
Your committee on Finance has authorized the following claims for May 23, 2008. The following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board. Said claims are listed in the 2008 Claims Report, Liber ___, and Commissioners' Record of Claims

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	106,502.61	106,502.61	0.00
Parks & Recreation Fund	3,265.56	3,265.56	0.00
CENTRAL DISPATCH/E911 FUND	93,966.89	93,966.89	0.00
Friend of the Court Fund	95	95	0.00
Health Department Fund	4,329.00	4,329.00	0.00
Transportation Grant	60,127.03	60,127.03	0.00
Public Improvement Fund	1,106.70	1,106.70	0.00
Local Corrections Officers Training	5.00	5.00	0.00
Justice Training Fund—P.A. 302, 1982	200.00	200.00	0.00
Law Library Fund	751.80	751.80	0.00
Grants	7,523.67	7,523.67	0.00
Gunplain TWP	127.50	127.50	0.00
Laketown Contract	269.00	269.00	0.00
Fillmore TWP	432.46	432.46	0.00
Lee TWP - C.O.P.S.	758.41	758.41	0.00
Salem/Leighton/ Dorr-C.O.P.S. Grant	261.00	261.00	0.000
Social Welfare Fund	15,316.51	15,316.51	0.00
Child Care-Circuit/ Family	40,607.51	40,607.51	0.00
Senior Millage	32,340.70	32,340.70	0.00
Allegan Twnshp Sewer #12	425.00	425.00	0.00
City of Saugatuck 1195-Debt #13	200.00	200.00	0.00
Building Authority Debt - MCF 1998	300.00	300.00	0.00
Otsego Water & Sewer Debt - 2000	275.00	275.00	0.00
Delinquent Tax Revolving Fund	578,173.81	578,173.81	0.00
Tax Reversion	150.00	150.00	0.00
Self-Insurance Fund	116.94	116.94	0.00
Drain Funds	5,338.37	5,338.37	0.00
TOTAL AMOUNT OF CLAIMS	952,965.47	952,965.47	0.00

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for May 30, 2008. The following claims, which are chargeable against the County, were audited in accordance with Section 46 61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board. Said claims are listed in the 2008 Claims Report, Liber ____, and Commissioners' Record of Claims.

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	54,244.54	54,244.54	0.00
Parks & Recreation Fund	2,185.68	2,185.68	0.00
CENTRAL DISPATCH/E911 FUND	785.82	785.82	0.00
Health Department Fund	28,118.92	28,118.92	0.00
Public Improvement Fund	15,600.00	15,600.00	0.00
Law Library Fund	102.50	102.50	0.00
Grants	1,342.70	1,342.70	0.00
Child Care-Circuit/ Family	3,977.67	3,977.67	0.00
Senior Millage	47.95	47.95	0.00
Building Authority Construct.-Health	171.94	171.94	0.00
Delinquent Tax Revolving Fund	10,631.11	10,631.11	0.00
Self-Insurance Fund	26,339.35	26,339.35	0.00
Drain Funds	2,717.95	2,717.95	0.00
TOTAL AMOUNT OF CLAIMS	146,266.13	146,266.13	0.00

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for June 6, 2008. The following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board. Said claims are listed in the 2008 Claims Report, Liber ____, and Commissioners' Record of Claims.

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	211,536.59	211,536.59	0.00
Parks & Recreation Fund	2,480.46	2,480.46	0.00
CENTRAL DISPATCH/E911 FUND	2,933.84	2,933.84	0.00
Health Department Fund	5,707.96	5,707.96	0.00
Transportation Grant	80,956.47	80,956.47	0.00
Public Improvement Fund	50,343.19	50,343.19	0.00
Local Corrections Officers Training	2,744.46	2,744.46	0.00
Law Library Fund	149.35	149.35	0.00
CDBG-Housing	14.00	14.00	0.00
CDBG Loan Repayment	14.00	14.00	0.00
Grants	1,312.08	1,312.08	0.00
Fillmore TWP	490.96	490.96	0.00
Social Welfare Fund	2,077.59	2,077.59	0.00
Child Care-Circuit/ Family	21,205.16	21,205.16	0.00
Senior Millage	11,768.98	11,768.98	0.00
Self-Insurance Fund	129.04	129.04	0.00
Drain Funds	144,534.06	144,534.06	0.00
TOTAL AMOUNT OF CLAIMS	538,398.19	538,398.19	0.00

Respectfully submitted, COMMITTEE OF FINANCE

2008 MILLAGE LEVY—SET COUNTY MILLAGE RATES

14/ **WHEREAS**, the Board of Commissioners of the County of Allegan has held a public hearing on June 12, 2008, for the County General Operating Millage, County Road Millage, and Senior Services Millage as provided by statute; and

WHEREAS, having held said hearing, the Board of Commissioners has determined the levy of said proposed millage to be in the best interests of the County.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners approves the following County millage to be levied throughout the County of Allegan in the year of 2008, subject to necessary corrections:

COUNTY OPERATING TAX	4.6577
COUNTY ROAD TAX	0.9998
SENIOR SERVICES TAX	0.2399
TOTAL COUNTY MILLAGE	5.8974

Moved by Commissioner Campbell, seconded by Commissioner Spreitzer to adopt the 2008 millage levy as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

L-4029

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Dept. (s)
COPY TO: Each Twp or City Clerk

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE CAREFULLY.

This form is issued under MCL Sections 211.24a, 211.34 and 211.34d. Filing is mandatory. Penalty applies.

**2008 TAX RATE REQUEST
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

County	ALLEGAN	2008 Taxable Value	4,240,617,692
Local Government Unit	ALLEGAN COUNTY		

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119. The following tax rates have been authorized for levy on the 2008 tax roll.

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	2007		2008		Maximum allowable Millage Rate*	Expiration Date of Millage Authorized
												Millage Authorized by Election, Charter, etc.	Millage Reduced by MCL 211.34d	Millage Permanently Reduced by MCL 211.34d	Millage Rate		
ALLOCATED	OPERATING	11/2/1965	57000	4.6577	1.0000	4.6577	1.0000	4.6577	4.6577	UNLIMITED							
EXTRA VOTED	ROADS	8/2/2006	10000	0.9998	1.0000	0.9998	1.0000	0.9998	0.9998	12/31/2011							
EXTRA VOTED	SENIOR SERVICE	8/2/2006	0.2400	0.2399	1.0000	0.2399	1.0000	0.2399	0.2399	12/31/2009							

Prepared by	Blaine R. McLeod	Co-Sign - Verified by		Title	EQUALIZATION DIRECTOR	Co-Sign Title		Date-CEC	5/20/2008	Co-Sign Date	
Total Authorized (exclude debt)						5.8974					

As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24a, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.121(3).

<input checked="" type="checkbox"/> Clerk	Signature	<i>Joyce A. Watts</i>	Type Name	Joyce A. Watts, Clerk - Register	Date	6/12/08
<input checked="" type="checkbox"/> Secretary	Signature	<i>Larry "Casey" Jones</i>	Type Name	Larry "Casey" Jones	Date	6/12/08
<input checked="" type="checkbox"/> Chairperson - Vic	Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2008 for instructions on completing this section.					
<input type="checkbox"/> President	Total School District Operation Rates to be Levied (H/Supp and NH Oper Only)					
	For Principal Residence, Qualified Ag, Qualified forest and Industrial Personal					
	For Commercial Personal					
	For all Other					

*Under Truth in Taxation, MCL Section 211.24a, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24a must be met prior to levying an operation levy which is larger than the base tax rate but not larger than the rate in column 9.

** IMPORTANT: See enclosed instructions for the correct method of calculating the millage rate in column (5).

PLANNING COMMISSION—BUDGET ADJUSTMENT FOR CONTRACTUAL SERVICES

15/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request of the Planning Commission to make a budget adjustment from the contingency fund in an amount not to exceed \$12,000 for the costs to provide contractual services for chapter text and table revisions, meeting attendance, and communication office expenses for the Growth Management Plan Update:

\$12,000.00	increase	1010.400.818.00.00
\$12,000.00	decrease	1010.890.956.00.00

and;

BE IT FURTHER RESOLVED that the Budget and Finance Director is authorized to make the necessary budget adjustments to reflect these changes.

Moved by Commissioner Black, seconded by Commissioner DeYoung to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 8 votes. Nays - 2 votes. Absent - 1 votes.

Y	TERRY BURNS	Y	DON BLACK
	STEVE McNEAL	N	TOM JESSUP
Y	PAUL VanECK	Y	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA	Y	LARRY JONES
N	MAX THIELE		

TRANSPORTATION DEPARTMENT—AWARD TRANSIT FACILITY METALS BIDS

16/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Transportation Department per the recommendations of the Facilities Director and the Allegan County Transit Facility Construction Manager to award the Transit Facility bid for metals to P & K Steel, 2151 Chicago Dr. SW, Grand Rapids, Michigan, 49519-1214 in an amount not to exceed \$26,815, and the bid for the metal building system to A.J. Veneklasen, Inc, 5000

Kendrick St. SE, Grand Rapids, Michigan, 49512-9602 in an amount not to exceed \$100,550; and

BE IT FURTHER RESOLVED that the Board Chairman and the County Administrator are authorized to sign the necessary documents on behalf of the County and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner Campbell, seconded by Commissioner Kapenga to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

SHERIFF DEPARTMENT—APPROVE KPEP PROFESSIONAL SERVICES AGREEMENT TO EXPAND METHAMPHETAMINE DIVERSION PROGRAM

17/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the attached agreement between the Allegan County Sheriff Department and Kalamazoo Enhancement Program, Inc. (KPEP) of 519 South Park Street, Kalamazoo, Michigan, 49007, to expand the Methamphetamine Diversion Program as per the U.S. Department of Justice COPS-COPSMETH-2007 1 Federal Grant to include services (attachment "A"), and compensation (attachment "B"), for total fees not to exceed \$174,720; and

BE IT FURTHER RESOLVED that the Board Chairman and the County Administrator are authorized to sign the necessary documents on behalf of the County and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner Campbell, seconded by Commissioner DeYoung to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 1 vote. Absent - 0 votes.

Y	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL	Y	TOM JESSUP
Y	PAUL VanECK	Y	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA	Y	LARRY JONES
N	MAX THIELE		

Professional Service Agreement between Kalamazoo Probation Enhancement Program, Inc., And Allegan County, Michigan

Section 1. General

THIS AGREEMENT made and entered into this 1st day of October 2007, by and between Kalamazoo Probation Enhancement Program, Inc., whose address is 519 South Street, Kalamazoo Michigan, 49007, (hereinafter referred to as "Contractor") and the "Client" identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- Client: Allegan County, Michigan
- Address: Allegan County Sheriff's Department
112 Walnut Street
Allegan, MI 49010
- Contact Person: Tom Taverna
- Phone Number: 269.673.0500
- Fax Number: 269.673.0406

Subject to all the terms and provisions of this Agreement, the CONTRACTOR and the CLIENT agree that for value received, CONTRACTOR shall, as an independent Contractor, provide Professional services to the CLIENT.

The "Contact Person" designated above shall have the complete authority to act on behalf of the CLIENT, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement, within the following terms of this Agreement.

Section 2. Independent Contractor

In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the CONTRACTOR is and shall at all times be acting and performing as an independent contractor. The CLIENT shall neither have nor exercise any control or direction over the methods by which the CONTRACTOR performs the work outlined in this Agreement.

The CLIENT and the CONTRACTOR agree that the CONTRACTOR is not an employee of the CLIENT, and accordingly is not eligible to participate in any fringe benefit programs, receive any sickness or health insurance benefits, or receive any pension or similar benefits accorded employees of the CLIENT.

Section 3. General Description of Professional Services

The CONTRACTOR shall provide Methamphetamine Diversion Services to the Allegan County Sheriff's Department, as described in the U.S. Department of Justice COPS-COPSMETH-2007-1 Federal Grant awarded to Allegan County, and as required by Federal, State and/or local laws, rules, regulations, and ordinances, as described in Attachment A to this agreement.

Section 4. Compensation to Be Paid to Contractor

In consideration of the terms and obligations of this Agreement, the CLIENT agrees to pay, and the CONTRACTOR agrees to accept, as full and complete compensation for all services rendered under this Agreement, unless otherwise mutually agreed to in writing, a total fee not to exceed \$174,720.00 as outlined in Attachment B of this agreement.

Section 5. Date of Commencement and Duration

The Date of Commencement for Services provided pursuant to this Agreement shall be October 1, 2007. CONTRACTOR shall perform its Services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until September 30, 2009, unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Invoice Procedures and Payment: CONTRACTOR shall submit invoices to the CLIENT for Services rendered during each invoicing period, which shall be in accordance with Attachment B to this Agreement. Payment of the above consideration shall be made to the CONTRACTOR within thirty days following submission of statements to

the CLIENT. The CLIENT shall make no payment prior to review and approval. Payments for services rendered under this Agreement shall be made upon written request of the CONTRACTOR. The written request for payment shall summarize service fees according to this contract, to the date of the invoice. It is agreed that the billing shall conform to the stipulation of this contract.

6.2 Expert Witness Services: It is understood and agreed that CONTRACTOR's Services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the CLIENT and CONTRACTOR describing the services desired and providing a basis for compensation to CONTRACTOR.

6.3 Insurance and Indemnification. The CLIENT agrees to indemnify and hold free and harmless the CONTRACTOR and its officers, trustees, agents and employees against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorneys' fees) resulting from or caused by the acts or omissions of the CLIENT or its employees.

CONTRACTOR agrees to indemnify and hold free and harmless the CLIENT and its officers, trustees, agents and employees against any and all claims, costs, actions, causes of action, losses or expenses (including reasonable attorneys' fees) to the extent arising from the negligent acts, errors, or omissions of CONTRACTOR or its employees. The foregoing provisions shall not be construed to indemnify the CLIENT for damage arising out of bodily injury to persons or to property caused by or resulting from the negligence of Allegan County employees.

Notwithstanding the foregoing provisions, there shall be no liability of the CLIENT to CONTRACTOR to the extent any claim, costs, or action arises out of the negligence of CONTRACTOR or its employees, unless such employees are acting under the direction or control of the CLIENT in which event the CLIENT shall be responsible for the actions of such employees.

CONTRACTOR shall carry, on all operations hereunder, workers compensation insurance, professional liability insurance, and automobile liability insurance.

6.4 Assignment/Third Parties: Neither the CLIENT nor CONTRACTOR will assign or transfer its interest in this Agreement without the written consent of the other. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either CONTRACTOR or the CLIENT.

6.5 Suspension, Termination, Cancellation, or Abandonment: In the event the Services identified in this Agreement are suspended, canceled, or abandoned by the CLIENT, thereby suspending, delaying, or terminating the Services called for herein, CONTRACTOR shall be given 15 days' prior written notice of such action and shall be compensated for the Services provided up to the date of suspension, cancellation, or abandonment. If the CLIENT delays or suspends CONTRACTOR's Services for more than 30 days, then CONTRACTOR may terminate this Agreement upon giving seven days' written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. CONTRACTOR shall not be obligated to commence Services until this Agreement is fully executed. If the CLIENT fails to execute this Agreement within 30 days of the date it is sent to the CLIENT, CONTRACTOR shall have the right to revise fees or revoke any proposal related to the Services.

Upon termination or expiration of this Agreement, as provided above, the parties hereto shall have no further obligation hereunder except for obligations occurring prior to the effective date of the termination or expiration. Notwithstanding the foregoing, the CLIENT and the CONTRACTOR shall be obligated to cooperate with each other whenever any claim is filed against either of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of this Agreement. Any and all equipment in possession of the CONTRACTOR belonging to the CLIENT shall revert to the CLIENT's possession upon termination of this agreement.

6.6 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees. The CLIENT agrees that CONTRACTOR's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.7 Standard of Care: CONTRACTOR agrees to perform Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. CONTRACTOR makes no other warranties – express or implied - under this agreement or otherwise, in connection with these Professional Services.

6.8 Waiver: Any failure by CONTRACTOR to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and CONTRACTOR may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.9 Severability: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

6.10 Addendums/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the CLIENT's needs, including but not limited to changes in complexity or schedule; delays or demands by the CLIENT, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of CONTRACTOR, shall be considered Additional Services, and CONTRACTOR shall be entitled to additional compensation. Unless otherwise agreed, such Additional Services shall be performed on a mutually agreed upon fee. CONTRACTOR shall not be obligated to make revisions or perform Additional Services until CONTRACTOR's receipt of a mutually executed Addendum to this Agreement.

6.11 Qualifications of Contractor: The CONTRACTOR specifically represents and covenants that all members, officers, employees, agents, and servants CONTRACTOR has shall possess the licenses, experience, knowledge and character necessary to qualify them individually for the particular duties they perform under this Agreement.

6.12 Choice of Law, Venue: Any action or dispute arising directly or indirectly out of this Agreement shall be determined pursuant to the laws of the State of Michigan. The parties hereby choose the Allegan Court in Allegan County as the forum for any such action.

6.13 No Arbitration: Disputes involving this contract, including the breach or alleged breach hereof, may not be submitted to binding arbitration (except where statutorily required), but must instead be heard in a court of competent jurisdiction of the State of Michigan.

6.14 Service of Process: In addition to the methods of service allowed by the Michigan State Civil Practice Laws & Rules, the CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete on CONTRACTOR's actual receipt of process or on the CLIENT's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CLIENT, in writing, of each and every change of address to which service of process can be made. Service by the CLIENT to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

6.15 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a CLIENT purchase order or other standard or preprinted work authorization issued by the CLIENT shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the Services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope of Services
- Attachment B: Compensation

6.16 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

IN WITNESS WHEREOF, this Agreement, which is subject to the terms and conditions of Sections 1 through 6 and Attachment(s), is accepted as of the date first written above.

CLIENT	CONTRACTOR
Signed: _____	Signed: _____
Typed Name: <u>Larry "Casey" Jones</u>	Typed Name: _____
Title: <u>Vice-Chairman, Board of Commissioners</u>	Title: _____
Date: <u>June 12, 2008</u>	Date: _____

CLIENT

Signed: _____

Typed Name: _____

Title: _____

Date: _____

CLIENT

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Attachment A: Scope of Services
 Kalamazoo Probation Enhancement Program agrees to undertake, perform, and complete the following in accordance with the terms and conditions of the agreement:

- A. Design/modify a jail/prison diversion program specific to the U.S. Department of Justice COPS-COPSMETH-2007-1 Federal Grant awarded to Allegan County, and as required by Federal, State and/or local laws, rules, regulations, and ordinances.
- B. Assist in the implementation of modifications to the Allegan County COPS-COPSMETH-2007-1 Federal Grant
- C. Serve as a consultant regarding the policies and procedures of the program as well as assist in the decision making process regarding changes to existing programmatic issues.
- D. Serve as a member of the Allegan County Methamphetamine Diversion/COPS-Methamphetamine Initiative Program Review Team.
- E. Maintain and train or recruit and train a qualified Case Manager for the Allegan County Methamphetamine Diversion/COPS-Methamphetamine Initiative Program.
- F. Provide program materials including workbooks, facilitator guidebooks, and administrative guidebooks for Methamphetamine Diversion/COPS-Methamphetamine Initiative Program participants.
- G. Provide cognitive behavior treatments which include both individual and group sessions. Services to include initial substance abuse assessment, and treatment sessions for any substance abuse identified.

Attachment B: Compensation

Compensation to be paid to CONTRACTOR for providing the requested services shall be as follows:

- A. The CLIENT shall provide payment to the CONTRACTOR pursuant to the terms and conditions of this agreement.
- B. Payments are subject to, and contingent upon the availability of funding from existing grants. Payments may be limited, discontinued, or eliminated if the funding source fails to appropriate sufficient funds, or if an executive order, directive or departmental decision limits, discontinues, or eliminates the ability of the grant provider to make payments to the CLIENT.
- C. CLIENT payments to the CONTRACTOR for services rendered shall be in accordance with the following:
 1. The CLIENT shall make payments on a per diem basis.
 2. By the 5th day of each month, the CONTRACTOR shall prepare and provide to the CLIENT a Vendor Invoice detailing the changes/charges for services provided during the prior month. The CONTRACTOR shall verify that the changes/charges submitted are for eligible offenders only. The CLIENT shall determine whether or not the charges are acceptable, and upon approval forward the invoices for processing and payment
 3. The maximum payable amount by the CLIENT during the term of this agreement is \$174,720.00
 4. Program Development and Implementation fees shall be \$75.00 per hour.
 5. Consulting fees shall be \$75.00 per hour.
 6. Monthly fee of \$1,650.00 for administration of Steven Walker contract compensation. This fee includes but is not limited to fringe benefits attached to Mr. Walker's compensation from KPEP, such as social security and FICA taxes, Workmen's Compensation, and healthcare benefits.
- D. Rates for cognitive behavior treatment sessions:
 1. \$60.00 per individual session.
 2. \$30.00 per group session.

On a monthly basis, CONTRACTOR shall submit invoices to:

Sergeant Tom Taverna
 Allegan County Sheriff's Department
 112 Walnut Street
 Allegan, MI 49010

BREAK - 2:45 P.M.

18/ Upon reconvening at 2:56 P.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Kapenga, Thiele, Black, Jessup, Spreitzer, Campbell and Jones.
 Absent - none.

DISCUSSION:**TRI-COMMUNITY MEETING**

19/ Commissioner Campbell stated that the city and township are named participants on the facilities master plan discussion group, and he feels it would be beneficial to have them involved in the jail planning issue also, since the jail is part of the facilities master plan. It seems logical that if they should be participants to the overall facilities master plan, shouldn't the county be including them in the jail site discussion? The opportunity to work together on this issue will only serve the decision making process.

Commissioner Kapenga expressed concern that the Commissioners who represent these communities should be sufficient. Commissioner McNeal asked if by including these municipalities in the discussions, are we sending a message that the downtown site is still up for consideration?

There is board action setting the Dumont property as the jail site, but if we discuss issues with the municipalities and should they bring up valid information, we should not be afraid to look at things from their perspective. If we meet them in this regard, maybe they would not be afraid to look at things from our perspective. Only good can come from open discussion and we can always learn things from one another. Commissioners VanEck and Jessup spoke favorably toward a joint meeting. Rob stated that the meeting doesn't have to be specific to the jail issue, but could be more about building relationships. He suggested that the County initiate this meeting and consider the possibility of facilitated discussion and establish some goals for what the expected outcome might be and invest in future discussions for the good of our constituencies.

TRI-COMMUNITY MEETING - ISSUE INVITATION

20/ Moved by Commissioner Campbell, seconded by Commissioner Jessup to instruct the Administrator to contact the Allegan Township Board, the Allegan City Council and City Manager to invite them to a meeting to improve communications and define that the purpose of the meeting is to identify the issues to be discussed and how to proceed. The motion carried by roll call vote: Yeas - 10 votes. Nays - 1 vote. Absent - 0 votes.

Y	TERRY BURNS	Y	DON BLACK
Y	STEVE McNEAL	Y	TOM JESSUP
Y	PAUL VanECK	Y	FRITZ SPREITZER
Y	MARK DeYOUNG	Y	JON CAMPBELL
N	DEAN KAPENGA	Y	LARRY JONES
Y	MAX THIELE		

HIRING OF DEPARTMENT HEADS - PROCESS

21/ Rob Sarro explained that in the past, when hiring Department Heads, Administration would provide a bulleted list of reasons why the interview team recommended the person be hired, and that along with the resume was distributed to Commissioners prior to the meeting when the hire was confirmed. Rob asked if this process is not sufficient, he would like to know soon.

REQUEST TO SET ISSUE ON JUNE 19, 2008 DISCUSSION AGENDA

22/ Commissioner Thiele asked to have an item listed on the discussion agenda for the next meeting. He asked members to consider if they could possibly eliminate one or two meetings a month and perhaps meet longer on the remaining days.

ADJOURNMENT UNTIL JUNE 26, 2008 AT 1:00 P.M.

23/ Moved by Commissioner VanEck, seconded by Commissioner Jones to adjourn until June 26, 2008 at 1:00 p.m. The motion carried and the meeting was adjourned at 5:05 p.m.


 Clerk-Register

