

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

2008 SESSIONS

JOURNAL 57

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August 14, 2008 Session

AUGUST 14, 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 August 14, 2008, at 1:00 P.M. in accordance with the motion for adjournment of July 24, 2008, and rules of this Board; Chairman McNeal presiding.

The invocation was offered by district #10 Commissioner Campbell.

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	DIST #8	- EXCUSED -
DIST #3	PAUL VANECK	DIST #9	FRITZ SPREITZER
DIST #4	MARK DeYOUNG	DIST #10	JON CAMPBELL
DIST #5	DEAN KAPENGA	DIST #11	LARRY JONES
DIST #6	MAX THIELE		

COMMUNICATIONS - READ BY THE CLERK-REGISTER

2/ The following communications were read by the Clerk-Register:

1. Notice of Public Hearing from the City of Holland regarding request from Billco Acquisition, LLC.

MINUTES OF THE JULY 10 AND JULY 26, 2008 SESSIONS - APPROVED AS DISTRIBUTED

3/ Moved by Commissioner Thiele, seconded by Commissioner Kapenga to approve the minutes of the July 10, 2008 and July 26, 2008 Sessions as distributed. Motion carried.

PUBLIC PARTICIPATION - NO COMMENTS

4/ Chairman McNeal opened the meeting to public participation and as there were no comments, he closed the meeting to public participation.

AGENDA - AMENDMENTS OFFERED

5/ Commissioner Spreitzer asked to add discussion after the presentation. Commissioner Thiele asked to have Action items #1 & 2 moved to the consent agenda.

Moved by Commissioner Thiele, seconded by Commissioner VanEck to adopt the amendments as offered. Motion carried.

AGENDA - ADOPTED AS AMENDED

6/ Moved by Commissioner Black, seconded by Commissioner Thiele to adopt the meeting agenda as amended. Motion carried.

PRESENTATION - MICHIGAN STATE POLICE

7/ Chairman McNeal asked Lt. Cmdr. Greydanus to address the Board on what is going on with the Michigan State Police. Lt. Greydanus explained the recent reorganization and how he manages both the Wayland and Saugatuck posts. He stated that complaints for 2007 totaled 6,400 and from January 2008 to July 1, 2008 are already at 4,100.

INFORMATIONAL SESSION - COMMUNITY MENTAL HEALTH

8/ Paul Brinkley began by introducing various staff and board members. He is proud of the accomplishment during 2007; completion of Accreditation; high customer satisfaction scores from clients, savings to budget; risk identification. People coming in need services for critical issues. He was pleased with the successful financial audit. But with the funds received he cannot provide services to individuals in need

unless they are eligible for Medicaid. The option to use fund balance to reduce the deficit will end September 30, 2008 because the balance will be gone. Peggy St. Johns addressed the financial problems they are facing and the interplay between general fund dollars and Medicaid and other dollars.

RECESS - 2:12 P.M.

9/ Moved by Commissioner Campbell, seconded by Commissioner Jones to recess for ten minutes. Motion carried and the meeting was recessed at 2:12 p.m.

Upon reconvening at 2:28 P.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Kapenga, Thiele, Black, Spreitzer, Campbell and Jones. Absent - Commissioner Jessup.

ADMINISTRATOR'S REPORT - INTERGOVERNMENTAL MEETING/PRESS RELEASE

10/ Administrator Rob Sarro addressed the intergovernmental meeting set for August 21, 2008 at 7:00 p.m. in the Zimmerman Room and gave a brief account of the agenda. He stated it is an open meeting, however it will not offer opportunity for the public to comment to board members directly; they will be observing the meeting only and the meeting activities will include breakout sections which do not lend themselves to observation.

Moved by Commissioner Black, seconded by Commissioner Kapenga to conduct the meeting as outlined by the Administrator with limited public participation. Motion carried.

Rob distributed a version of the press release he would like to release to the media today regarding this meeting.

Moved by Commissioner Kapenga, seconded by Commissioner VanEck to support the press release being distributed as presented. Motion carried.

CONSENT AGENDA - ADOPTED AS PRESENTED

11/ Chairman McNeal called for the adoption of the consent agenda and asked if any Commissioners, member of the press or the public would like to have any resolutions considered separately. No requests were made.

Moved by Commissioner VanEck, seconded by Commissioner Jones to adopt the consent agenda as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 votes. The following resolutions are adopted:

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS**11.1/ HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,**

Your committee on Finance has authorized the following claims for July 25, 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	186,489.55	186,489.55	0.00
Parks & Recreation Fund	2,535.19	2,535.19	0.00
G.I.S.			0.00
CENTRAL DISPATCH/E911 FUND	30,734.60	30,734.60	0.00
Friend of the Court Fund			0.00
Health Department Fund	4,645.10	4,645.10	0.00
Transportation Grant			0.00
Public Improvement Fund	1,200.54	1,200.54	0.00
Public Improvement-Jail	79.79	79.79	0.00
Register of Deeds Automation Fund	9,520.79	9,520.79	0.00
CDBG-Housing			0.00
Grants	11,783.67	11,783.67	0.00
Social Welfare	14,461.82	14,461.82	0.00
Child Care-Circuit/ Family	12,484.14	12,484.14	0.00
Senior Millage	695.60	695.60	0.00
Delinquent Tax Revolving Fund	4,967.43	4,967.43	0.00
Self Insurance Fund	312,120.00	312,120.00	0.00
Drain Funds	13,460.59	13,460.59	0.00
Farmland Preservation	19.80	19.80	
TOTAL AMOUNT OF CLAIMS	605,198.61	605,198.61	0.00

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for Aug 1, 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	92,685.16	92,685.16	0.00
Parks & Recreation Fund	1,700.54	1,700.54	0.00
G.I.S.			0.00
CENTRAL DISPATCH/E911 FUND	5,078.71	5,078.71	0.00
Friend of the Court Fund			0.00
Health Department Fund	19,350.73	19,350.73	0.00
Transportation Grant	78,710.62	78,710.62	0.00
Local Corrections Officers Training	1,452.00	1,452.00	0.00
Law Library Fund	991.40	991.40	0.00
Self-Insurance Fund	156,060.00	156,060.00	0.00
CDBG-Housing			0.00
Grants	122.83	122.83	0.00
Lee TWP	75.50	75.50	0.00
Child Care-Circuit/ Family	15,418.51	15,418.51	0.00
Senior Millage	42,493.24	42,493.24	0.00
Delinquent Tax Revolving Fund	18,545.93	18,545.93	0.00
Tax Reversion			0.00
Drain Funds	1,457.18	1,457.18	0.00
TOTAL AMOUNT OF CLAIMS	434,142.35	434,142.35	0.00

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,
Your committee on Finance has authorized the following claims for Aug 8, 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	126,076.31	126,076.31	0.00
Parks & Recreation Fund	0	0	0.00
G.I.S.	0	0	0.00
CENTRAL DISPATCH/E911 FUND	13,234.08	13,234.08	0.00
Friend of the Court Fund	0	0	0.00
Health Department Fund	816.16	816.16	0.00
Transportation Grant	32.00	32.00	0.00
Public Improvement Fund	156,304.38	156,304.38	0.00
Public Improvement-Jail	0	0	0.00
Register of Deeds Automation Fund	0	0	0.00
Social Welfare Fund	22,866.05	22,866.05	0.00
Grants	2,500.00	2,500.00	0.00
Building Authority Construct - MCF	209,775.74	209,775.74	0.00
Child Care-Circuit/ Family	4,974.15	4,974.15	0.00
Senior Millage	7,136.10	7,136.10	0.00
Delinquent Tax Revolving Fund	42,338.05	42,338.05	0.00
Tax Reversion	0	0	0.00
Drain Funds	8,568.60	8,568.60	0.00
TOTAL AMOUNT OF CLAIMS	594,621.62	594,621.62	0.00

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for Aug 15, 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	189,874.04	189,874.04	0.00
Parks & Recreation Fund	2,936.39	2,936.39	0.00
G.I.S.	0	0	0.00
CENTRAL DISPATCH/E911 FUND	24,413.00	24,413.00	0.00
Friend of the Court Fund	35.63	35.63	0.00
Health Department Fund	40,252.52	40,252.52	0.00
Transportation Grant	50,252.82	50,252.82	0.00
Public Improvement Fund	676.99	676.99	0.00
Public Improvement-Jail	4,891.50	4,891.50	0.00
Register of Deeds Automation Fund	11,690.97	11,690.97	0.00
Drug Law Enforcement	125.85	125.85	0.00
Law Library Fund	1,705.75	1,705.75	0.00
Grants	2,502.90	2,502.90	0.00
Building Authority Construct - MCF	0	0	0.00
Child Care-Circuit/ Family	19,338.46	19,338.46	0.00
Veterans Trust	1,911.98	1,911.98	0.00
Delinquent Tax Revolving Fund	54,619.68	54,619.68	0.00
Tax Reversion	0	0	0.00
Drain Funds	10,739.03	10,739.03	0.00
Bear Swamp Construction	143,965.83	143,965.83	0.00
Self Insurance Fund	4,559.00	4,559.00	0.00
TOTAL AMOUNT OF CLAIMS	564,492.34	564,492.34	0.00

Respectfully submitted, COMMITTEE OF FINANCE

PROBATE COURT—AWARD PROBATE COURT RENOVATIONS BIDS

11.2/ BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the recommendation from the Circuit Court Administrator, the Facilities Management Director and the Budget and Finance Director to approve and award the Probate Court Renovations bids from all bidders as listed below by bid category:

Bid Category and Contractor	Not to exceed
1 <u>General Trades</u> Owen-Ames-Kimball Co. 300 Ionia NW Grand Rapids, MI 49503	\$86,577
2 <u>Millwork</u> Grand Valley Wood Products 3113 Hillcroft SW Wyoming, MI 49548	\$66,700

3	<u>Door/Hardware</u> S.A. Morman Company P.O. Box 2182 Grand Rapids,MI 49501-2182	\$34,005
4	<u>Glass and Glazing</u> Lakeshore Glass & Metals, Inc. P.O. Box 1945 Holland, MI 49422-1945	\$ 1,295
5	<u>LPDA</u> Pyramid Acoustics 699 Construction court Zeeland, MI 49464	\$42,429
6	<u>Flooring</u> River City Flooring 3307 Hudson Trails Hudsonville, MI 49426	\$34,430
7	<u>Painting</u> Hallegan Painting 3921 Three Mile Rd. NW Walker, MI 49534	\$20,076
8	<u>Specialties</u> S.A. Morman Company P.O. Box 2182 Grand Rapids,MI 49501-2182	\$ 1,400
9	<u>Fire Protection</u> Brigade Fire Protection, Inc. 5701 Safety Dr. Belmont, MI 49306	\$ 9,853
	<u>Allowance:</u> if required, this Contractor will install 4" Reduced Pressure Backflow	\$ 4,300
10	<u>DDC Controls</u> Grand Valley Automation 4275 Spartan Industrial Dr., Suite E Grandville, MI 49418-2503	\$16,650
11	<u>Mechanical</u> Contractors Mechanical 8080 N. 32 nd Street P.O. Box 495 Richland, MI 49083	\$102,550
12	<u>Testing and Balance</u> Technical Energy Solutions 8595 Byron Commerce Drive Byron Center, MI 49315	\$ 2,150
13	<u>Electrical</u> Schrotenboer Electric 2996 M-40 Hamilton, MI 49419	\$44,665
14	<u>Security System</u> Midstate Security 3495 Viaduct SW Grandville, MI 49418	\$12,100

and;

BE IT FURTHER RESOLVED that the Probate Court Renovations Project Budget, as detailed on the attached Bid Summary Sheet July 31, 2008 is approved, and that funds for this project are budgeted in CIP funds; 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.

**ALLEGAN COUNTY
PROBATE COURT RENOVATIONS
BID SUMMARY SHEET - CM (Bid Results & Award July 31, 2008)
CONSTRUCTION MANAGER OWEN-AMES-KIMBALL CO.**



BID CATEGORY	CONTRACTOR	Base Bid	Alt#1 - Add Hearing Room and File Access	Alt#2 - New ceiling tile in lieu of reused tile	Total
1 General Trades	Owen-Ames-Kimball Co.	82,845	3,732		86,577
2 Millwork	Grand Valley Wood Products	58,300	8,400		66,700
3 Door/Hardware	SA Morman & Co	32,705	1,300		34,005
4 Glass & Glazing	Lakeshore Glass & Metal	1,295			1,295
5 LPDA	Pyramid Acoustics	38,288	3,861	280	42,429
6 Flooring	River City Flooring	31,380	3,050		34,430
7 Painting	Hallegan Painting	18,876	1,200		20,076
8 Specialties	SA Morman & Co	1,440			1,440
9 Fire Protection	Brigade Fire Protection	9,423	430		9,853
	Install 4" reduced pressure backflow (allowance)	4,300			4,300
10 DDC Controls	Grand Valley Automation	15,800	850		16,650
11 Mechanical	Contractors Mechanical	98,600	3,950		102,550
12 Testing & Balance	Technical Energy Solutions	2,100	50		2,150
13 Electrical	Schrotenboer Electric	42,465	2,200		44,665
	Mid-State Security	10,600	1,500		12,100
	TBD	11,500	1,000		12,500
	Owen-Ames-Kimball Co.	16,270			16,270
	Owen-Ames-Kimball Co.	59,250			59,250
	Billing Subtotal	535,437	31,523	280	567,240
	Contingency	62,107			62,107
	Furnishings/Equipment	83,003			83,003
	A/E Fee	39,000			39,000
	Asbestos Abatement	3,625			3,625
	TOTAL	723,172	31,523	280	754,975

Note A - Low flooring bidder on bid day made mistake, 2nd bidder listed

	Probate Budget	750,000
	County Capital Budget (4 HP's w/controls)	12,000
	<u>Under Budget</u>	<u>762,000</u>
	7,025	

**EMERGENCY MANAGEMENT--APPROVE 2007 HOMELAND SECURITY GRANT
PROGRAM INTERGOVERNMENTAL FUNDING AGREEMENT BETWEEN THE COUNTY
OF VAN BUREN AND THE COUNTY OF ALLEGAN**

11.3/ BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the request from the Emergency Management Department to approve the 2007 Homeland Security Grant Program Intergovernmental Funding Agreement effective from July 1, 2007 through March 31, 2010, between the County of Van Buren and the County of Allegan, and the 2007 Homeland Security Grant Budget, as attached; and

BE IT FURTHER RESOLVED that the \$11,000 annual award for training, exercises, and spring and fall conferences is the maximum award for each year from 2008 through 2010; and

BE IT FURTHER RESOLVED that any additional grant funds awarded in an amount less than \$10,000 for an individual project must be approved by the County Administrator, and that any grant funds of \$10,000 or more awarded for an individual project must be approved by the Board of Commissioners; 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, that no County funding is necessary, and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

**2007 HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL FUNDING AGREEMENT
BETWEEN
COUNTY OF VAN BUREN
AND
COUNTY OF ALLEGAN**

This Intergovernmental Funding Agreement ("the Agreement") is made between County of Van Buren, a Constitutional Corporation, 219 E Paw Paw Street, Paw Paw, MI. 49079 ("Fiduciary"), and the County of Allegan Board of Commissioners, 3271- 122nd Avenue, Allegan, MI. 49010, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. The Fiduciary and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the Fiduciary, the Political Subdivision, and the 5th District Regional Homeland Security Planning Board ("5DRHSPB") regarding the 2007 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased, purchase or reimbursement of services, and/or reimbursement for certain salaries and/or overtime.

County of Van Buren, Michigan was elected and appointed Fiduciary for the 2007 Homeland Security Grant Program by 5th District Regional Homeland Security Planning Board via a resolution dated January 22nd, 2008.

County of Van Buren accepted the position of Fiduciary and as a result entered into the 2007 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. FIDUCIARY RESPONSIBILITIES:

- 1.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan.
- 1.2. The Fiduciary shall comply with all requirements set forth in the 2007 Homeland Security Grant Program Guidance.
- 1.3. The Fiduciary shall purchase equipment with the Grant Program funds in accordance with the Fiduciary's purchasing policies and procedures. The 5DRHSPB shall determine what type of equipment will be purchased and who shall receive such equipment.
- 1.4. The Fiduciary shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed (03/31/2013). The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.
- 1.5. Transfer of Ownership Forms will be completed and executed by the Fiduciary and the Director of the Allegan County Office of Emergency Management on behalf of the Political Subdivision.
- 1.6. The Fiduciary shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivisions, designated by the 5DRHSPB, via the Transfer of Ownership Form.
- 1.7. The Fiduciary shall notify each Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- 1.8. The Fiduciary shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the 5DRHSPB. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form, are properly executed by the Parties.
- 1.9. The Fiduciary shall reimburse the Political Subdivision as directed by the 5DRHSPB, with Grant Program funds for salaries for Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Forms, are properly executed by the Parties.
- 1.10. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the 5DRHSPB, Chairman and the applicable Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES:

- 2.1. Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Form, for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the Fiduciary receives an executed Transfer of Ownership Form. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership.
- 2.2. Upon execution of the Transfer Ownership Form, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 2.2.1. Operation of the equipment;
 - 2.2.2. Maintenance and repair of the equipment;
 - 2.2.3. Replace or repair Equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
 - 2.2.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of Equipment;
 - 2.2.5. Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
 - 2.2.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
 - 2.2.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 2.3. The Political Subdivision shall comply with and shall use the equipment in accordance with the 2007 Homeland Security Grant Program Guidance.
- 2.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the Fiduciary immediately. The information required by this Section shall be provided to the Fiduciary upon execution of the Transfer Ownership Form and continue until three (3) years after the close of this Grant Program (03/31/2013).
- 2.5. The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer Ownership Form on its Schedule of Expenditures of Federal Awards.
- 2.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 2.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 2.8. The Political Subdivision shall make the equipment available to the Fiduciary and State and Federal Auditors upon request.
- 2.9. Prior to reimbursement for the purchase of services and/or for salaries or overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable requests for Reimbursement Forms are properly executed. The Fiduciary, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

3. 5TH DISTRICT REGIONAL HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES:

The Parties agree and acknowledge that the 5th District Regional Homeland Security Planning Board shall have the following responsibilities:

- 3.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
- 3.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
- 3.3. Hold public meetings, subject to the Michigan Open Meetings Act;
- 3.4. Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State homeland security program requirements;
- 3.5. Establish sub-committees to carry out its work;
- 3.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
- 3.7. Determine what will be purchased with the Grant Program funds, determine what equipment each Political Subdivision will receive, and convey this information to the Fiduciary immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT.

- 4.1. The Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments here to shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES.

- 5.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- 5.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement, and the 2006 Homeland Security Grant Program Guidance.

- 6. TERMINATION OR CANCELLATION OF AGREEMENT.** Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Forms executed prior to the date of termination and/or cancellation, shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision and the Parties shall execute Transfer of Ownership Forms for all equipment ordered by the Fiduciary prior to the date of termination and/or cancellation.

- 7. NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

- 8. DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 9. PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
- 10. RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- 11. DELEGATION / SUBCONTRACT / ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
- 12. NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- 13. SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
- 14. CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
- 15. NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
- 15.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Van Buren County Sheriff's Office Attention; Homeland Security Grant Fiduciary, 205 S. Kalamazoo Street, Paw Paw, MI. 49079, with a copy to County of Van Buren, Chairman of the Board of Commission, 219 E. Paw Paw Street, Paw Paw, MI. 49079 and a copy to Kalamazoo County Office of Emergency Manager, Chairman of 5th District Regional Homeland Security Planning Board, 1500 Lamont Avenue, Kalamazoo MI. 49048.
- 15.2. If Notice is sent to the Political Subdivision, it shall be addressed to: County of Allegan, Chairman of the Board of Commissioners, 3271- 122nd Avenue, Allegan, MI. 49010.
- 15.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Parties in writing of the change.
- 16. GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
- 17. AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

19. DEFINITIONS. The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows.

- 19.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 19.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 19.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 19.4. **Fiduciary** means County of Van Buren, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons successors.
- 19.5. **Political Subdivision** means the County of Allegan, a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such person's successors.
- 19.6. **Region** means the area comprised of the Counties of; Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren. This Region mirrors the existing State Emergency Management 5th District and the Office of Public Health Preparedness Bio-Defense Network region.
- 19.7. **5th District Regional Homeland Security Planning Board** means the Regional Homeland Security Planning Board for Region 5, as created by the Michigan Homeland Protection Board, and is comprised of the Counties of; Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, and Van Buren. The Region mirrors the existing State Emergency Management 5th District and the Office of Public Health Preparedness Bio-Defense Network region.
- 19.8. **2007 Homeland Security Grant Program ("Grant Program")** means the grant program described which began July 1, 2007 and ends March 31, 2010. The purpose of the Grant Program is to prevent, deter, respond to, and recovery from incidents of national significance including, but not limited to, threats and incidents of terrorism.
20. **Compliance;** All Political Subdivisions shall comply with all board approved project requirements by means of submission of required forms, documents, and information. All Political Subdivisions shall be required to meet all Board approved deadlines, Fiduciary and equipment requirements or grant funding will be withheld or denied.

2009 BUDGET - APPROVE CAPITAL REQUEST

12/ BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the recommendation of the County Administrator and the Budget and Finance Director to recognize for planning purposes the Finance approved \$1,861,024 as the 2009 Capital Request starting point; and

BE IT FURTHER RESOLVED that as the budget process moves forward the figure will be updated and the Board will be informed accordingly; and

BE IT FINALLY RESOLVED that the final figure will be approved in the 2009 Budget.

Moved by Commissioner Campbell, seconded by Commissioner Jones to approve the resolution as recommended by the Administrative team. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote

2009 PROPOSED PERSONNEL BUDGET

13/ Rob Sarro walked the Board through the 2009 personnel budget, starting with the percentage of change analysis. He stressed that the personnel budgeted figure is not a deficit. The number reflects the difference between the percent in growth in revenue and the percentage of personnel to operational costs. It should be read as a benchmark or indicator rather than a figure set in stone. He then walked through the policy checklist. He described how the 2009 Fund Balance worked out and showed how his recommendations apply to the guidelines as set previously. The budget is basically balanced.

He described the 2009 Budget Decision Points which have to be made to lock the budget in place. What's most important would be to total current balance and that is 100% of what funds you have in the bank. The DTRF is not necessarily cash on hand since it takes into account receivables.

Personnel Guidelines - Will these guidelines be adhered to as stated? Are you going to be asking Administration to go back and recommend personnel cuts to be able to strictly enforce to this policy guideline?

- PTO Funding - Fund from Sick/Vacation? Do you want to fund PTO payouts from the Sick/Vacation fund? This year's it is \$68,000?
- Custodial Contracting - the RFPs are back and being reviewed. This decision must be made and there is the potential to save approximately \$100,000 from outsourcing our current level of service, but is this where you want to go?
- Modify Capital Policy? Currently capital based on 2.75% of the GF operating budget and whatever the number is, 80% is funded from the General Fund and 20% comes from the Delinquent Tax Revolving Fund. He would recommend 100% of the large ticket items from the General Fund and long-term infrastructure improvements from the DTRF. This would free up about \$95,000 in the General Fund.
- Reduce contingency by \$50,000. We are budgeting more specifically where we can. We haven't used all contingency funds in the past, but one never knows.
- Personnel and Service Changes. The proposed budget is based on the status quo and does not consider any of the personnel requests.
- Non-Mandated Board Priority List. He has figured the cost of the following services/equipment on the list. The whole list totals \$228,451.00.

AUGUST 21, 2008 MEETING - DATE & TIME SET

14/ After considerable discussion and checking of schedules, there appeared to be consensus to begin the planning session on August 21, 2008 at 12:00 p.m. until 5:00 p.m. in the Board Room.

The intergovernmental meeting will begin at 6:30 p.m. for refreshments and socializing; meeting to begin at 7:00 p.m. in the Zimmerman Room of the Health Services building.

2009 PROPOSED OPERATIONAL BUDGET

15/ David Van de Roovaart went through the operational budget and answered the questions of the Commissioners regarding the individual budgets and reductions noted.

LAW ENFORCEMENT CONTRACTS - ADMINISTRATIVE FEE

16/ Rob explained that he has met with the Sheriff and Undersheriff and he walked through the project timeline they have established to develop a new contract model. The recommendation is to suspend the fee for 2009 while working out the logistics of a new plan.

Moved by Commissioner Jones, seconded by Commissioner Burns to place this issue on the August 28, 2008 discussion agenda. Motion carried.

EMPLOYEE SELECTION PROCESS POLICY #301 (REVISION-ADH HIRING PROCESS)

17/ Moved by Commissioner VanEck, seconded by Commissioner Kapenga to set this item on the action portion of the August 28, 2008 agenda. Motion carried by roll call vote: Yes - 7 votes. Nays - 1 vote. Absent - 3 votes.

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

JURY BOARD - RECOGNITION OF APPOINTMENT

18/ Moved by Commissioner Burns, seconded by Commissioner Black to accept Judge Corsiglia's appointment of Corlyn Oetman, 3250 Lakeview Drive, Allegan, to the Allegan County Jury Board to replace Sallie Erlandson; term to expire August 31, 2011. Motion carried.

SW MICHIGAN SOLID WASTE CONSORTIUM - APPOINTMENT

19/ Moved by Commissioner Thiele, seconded by Commissioner Burns to appoint Dee Parshall, 16275 Stanton St., West Olive Michigan 49460, to replace Mary Jones on the SW Michigan Solid Waste Consortium, said term to expire December 31, 2008. Motion carried.

PUBLIC PARTICIPATION - NO COMMENTS

20/ Chairman McNeal opened the meeting to public participation and as there were no comments, he closed the meeting to public participation.

ADJOURNMENT UNTIL AUGUST 28, 2008 AT 1:00 P.M.

21/ Moved by Commissioner Black, seconded by Commissioner Thiele to adjourn until August 28, 2008 at 1:00 p.m. The motion carried and the meeting was adjourned at 5:35 p.m.


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