

COMMITTEE OF THE WHOLE SESSION

November 20, 2008

1/ The Board of Commissioners of the County of Allegan, State of Michigan met in the Board Room of the County Services Building in the Township of Allegan on November 20, 2008, at 11:00 a.m., as set; Vice-Chairman Jones presiding.

The invocation was offered by District #4 Commissioner DeYoung.

The Clerk led the board in the pledge of allegiance to the flag.

The following Commissioners were present:

- | | | | |
|----------|--------------|----------|--------------------------------|
| DIST # 1 | TERRY BURNS | DIST # 7 | DON BLACK |
| DIST # 2 | - EXCUSED - | DIST # 8 | TOM JESSUP |
| DIST # 3 | - EXCUSED - | DIST # 9 | FRITZ SPREITZER [Left 1 00 pm] |
| DIST # 4 | MARK DeYOUNG | DIST #10 | JON CAMPBELL |
| DIST # 5 | - EXCUSED - | DIST #11 | LARRY JONES |
| DIST # 6 | - EXCUSED - | | |

Public Participation – Comments

2/ Vice-Chairman Jones opened the meeting to public participation and the following individual offered comment:

1. Naomi Whetzel, Monterey Township read a poem for Thanksgiving.

Agenda – Approved as Amended

3/ Vice-Chairman Jones called for any additions or amendments to the meeting agenda. Administrator Sarro asked to add the Senior Services bids to the discussion portion of the agenda as well as the per diem/mileage request from Senior Services RFP workgroup. He stated that the WEMET presentation will be moved to the December 11, 2008 agenda.

Moved by Commissioner DeYoung, seconded by Commissioner Campbell to approve the agenda as amended. Motion carried.

Informational Session – Department of Human Services

4/ Susan Bailey-Carmen, Director of the Department of Human Services presented information regarding the programs administered by her department. She reported that over \$16 million dollars comes into the county to serve county residents in these programs. She showed the changing demographics of the various programs administered and how the demand for certain services is impacted by the current economy. She reported that they no longer have an adoption placement program because they lost that allocation this year. Any adoptions that come from foster care cases must be handled by private agencies. She reported that next Tuesday is “Adoption Day” in family court. Adult independent living services requests are growing along with the adult protective service requests. Region 6 counties are working to reduce poverty.

Susan introduced Board Members: Liz Krause, Chairman; Jayne Brenner, and Dr. Jay Borst. The lawsuit settlement [Children’s Rights-concerning foster children] will require restricting the size of the caseload/worker ratio, etc. and will impact the county’s childcare budget. Children can no longer be placed with an unlicensed family member.

Break – 12:00 P.M.

5/ Moved by Commissioner Campbell, seconded by Commissioner Black to recess for lunch. Motion carried and the meeting was recessed at 12:00 p.m.

6/ Upon reconvening at 12:30 p.m., the following Commissioners were present: Commissioner Burns, DeYoung, Black, Jessup, Spreitzer, Campbell and Jones. Absent – McNeal, VanEck, Kapenga and Thiele. Commissioner Spreitzer was excused at 1:00 p.m.

General Updates:

7/ Rob Sarro stated that the applications for appointment to county boards and commissions are back. He asked if he should schedule this for December 23, 2008 meeting.

Moved by Commissioner Campbell, seconded by Commissioner Spreitzer to cancel the meeting on December 23, 2008. Motion carried.

Temporary Food License Inspections

8/ Bill Hinz and Rashmi Travis addressed the Board's questions regarding the Temporary Food license inspections and fees for inspections. The Board doesn't have the authority to waive inspections; however the fees charged could be adjusted. The exemption for charitable organizations that hold a potluck in conjunction with a regular meeting and all food is prepared and brought in from home. He explained that most inspections occur after hours and cause overtime.

FACILITIES MANAGEMENT—APPROVE BUDGET ADJUSTMENT AND AWARD WELL 2A RECONDITION BID

9/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the recommendation from Facilities Management to award the bid in an amount not to exceed \$13,281 for the Well 2A Recondition to Peerless-Midwest, Inc. of 55860 Russell Industrial Parkway, Mishawaka, IN, 46530; and

BE IT FURTHER RESOLVED that a budget adjustment in the amount of \$5,281 from contingency fund 1010.890.956.00.00 to expense 2450.272.976.00.00 is approved to cover the cost over the \$8000 budgeted for this project; and

BE IT FINALLY 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 Black, seconded by Commissioner Burns to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 6 votes. Nays - 0 votes. Absent - 5 votes.

**SHERIFF DEPARTMENT/CCAB - ADMINISTRATION SERVICES AGREEMENT
2008/2009**

10/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Sheriff Department to approve the Professional Services Agreement between the Kalamazoo Probation Enhancement Program, Inc. and Allegan County to provide services as per the attached agreement, effective November 28, 2008 through September 30, 2009, for an amount not to exceed \$28,500; and

BE IT FURTHER RESOLVED, that this expense is budgeted through the approved Community Corrections FY2009 grant; and

BE IT FINALLY 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 Burns to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 6 votes. Nays - 0 votes. Absent - 5 votes.

PROFESSIONAL SERVICE AGREEMENT BETWEEN KALAMAZOO PROBATION ENHANCEMENT PROGRAM, INC., AND ALLEGAN COUNTY, MICHIGAN

Section 1. General

THIS AGREEMENT made and entered into this _____ day of _____, 20 ____, by and between Kalamazoo Probation Enhancement Program Inc., of 519 South Park St. Kalamazoo, MI, (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: Jim Hull, Undersheriff
- 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 services to assist the CLIENT in the implementation and ongoing operations of the Community Corrections Program.

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.

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, to the extent that those methods do not jeopardize the security of the facility, or otherwise disregard the rules in force in the facility.

The instructors rendering services to the CLIENT on behalf of the CONTRACTOR pursuant to this Agreement shall be employees of the CONTRACTOR or an independent contractor for the CONTRACTOR, and as such, the CONTRACTOR shall: (1) pay or cause to be paid all compensation and fringe benefits of such instructors; (2) withhold or cause to be withheld all applicable federal, state and local taxes, including without limitations FICA; (3) make or cause to be made any and all required payments relating to such instructors, including any unemployment compensation fund payments; (4) maintain or cause to be maintained worker's compensation fund insurance as required under Michigan law; and (5) pay cause to be paid all costs of continuing or additional education or training obtained by such instructors.

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. The CONTRACTOR is advised that taxes or social security payments shall not be withheld from a CLIENT payment issued hereunder and that CONTRACTOR should make arrangements to directly pay such expenses, if any. The CLIENT will not provide any insurance coverage to the CONTRACTOR including Workmen's Compensation coverage.

It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

It is the intention of the parties that the CONTRACTOR is free to develop findings and judgments independently. In so doing the contractor shall work closely with the professional staff of the Client during the course of this Agreement. The CONTRACTOR shall not construe this paragraph in such a way as to limit interaction to the formal written progress memoranda, draft reviews, oral representations, or deliverable products, but shall construe this paragraph to mean reasonable responsiveness to informal contacts between staff of the Client and the CONTRACTOR.

Section 3. General Description of Professional Services

The CONTRACTOR agrees to undertake, perform and complete the following in accordance with the terms and conditions of this contract:

- Assist in the administration of the Community Corrections funded programs as identified by the Sheriff's Officer Inmate programs supervisor.
- Assist in the data collection and the completion of reports required by the Office of Community Corrections as directed by the Sheriff's Officer Inmate Programs Supervisor.
- Assist with the Community Corrections Program operations as directed by the Sheriff's Officer Inmate programs supervisor, including, but not limited to, Electronic Monitoring, Intensive Supervision, Community Service, and Work Crew/Jail Population Management.

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, an hourly rate of \$21.50 per hour, plus prior agreed upon reimbursable expenses (Such As; Mileage, meals, and training.) The total fee shall not exceed \$28,000, plus a maximum \$500.00, for reimbursable expenses, as outlined in Attachment A of this agreement.

Section 5. Date of Commencement and Duration

The Date of Commencement for Services provided pursuant to this Agreement shall be November 28, 2008. 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.

November 20, 2008

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 A 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 on account of the fee for services rendered under this Agreement shall be made on 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. Expenses shall be billed at cost, and must be supported by actual receipts. Mileage and per diem rates, if applicable, shall not exceed the federal rates.

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: This Agreement shall continue in force and govern all transactions between the parties hereto until cancelled or terminated by either party, but it is agreed that either party shall have the privilege, with or without cause, to cancel this Agreement at any time upon written notice to the other party. If notice is so given, this Agreement shall terminate upon the expiration of thirty (30) days from the date of notice and

the liability of the parties hereunder for the further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved from the duty to perform their obligations up to the date of termination.

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 any 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.

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 per hour basis as mutually agreed upon in writing. 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: Compensation

6.16 Ownership of Information: The CONTRACTOR shall establish and maintain procedures and controls that are acceptable to the COUNTY for the purpose of assuring that no information contained in its records or obtained from the COUNTY or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information must be referred to the COUNTY.

All services, information computer program elements, reports, and other deliverables which are created under this Agreement shall be the property of the COUNTY and shall not be used by the CONTRACTOR or any other person except with the proper written permission of the COUNTY. The COUNTY shall hold the copyright to any copyrightable material. Patent for any item created under this contract shall be assigned to the COUNTY.

6.17 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

Signed: _____
Typed Name: _____
Title: _____
Date: _____

CLIENT

Signed: _____
Typed Name: _____
Title: _____
Date: _____

CLIENT

Signed: _____
Typed Name: _____
Title: _____
Date: _____

CONTRACTOR

Signed: _____
Typed Name: _____
Title: _____
Date: _____

Attachment A: Compensation

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

An hourly fee of \$21.50 per hour, billable monthly, not to exceed \$28,000, plus a maximum of \$500.00 for reimbursable expenses.

On a monthly basis, CONTRACTOR shall submit invoices to:

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

Commission on Aging –Award Bids for Services

11/ Rob explained the process followed during the review of the RFPs. He explained that the Commission on Aging approved these recommendations and this resolution will authorize Administration to negotiate contracts with the agencies. He stated that those contracts will be brought to the Board December 18, 2008 for approval.

SENIOR SERVICES—AUTHORIZE CONTRACT NEGOTIATIONS WITH SENIOR SERVICES VENDORS

BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the recommendations of the Senior Services RFP Review Committee and the Allegan County Commission on Aging to authorize the County Administrator and the Finance Director to begin negotiations to contract with the following vendors to provide services to the seniors of Allegan County for 2009:

- Home Delivered Meals RFP #10033
Allegan County Resource Development Committee

- Personal Care RFP #10034
Dual contract
Primary Alliance Medical Services
Secondary Evergreen Commons

- Homemaker Services RFP #10038
Dual contract
Primary Evergreen Commons
Secondary Alliance Medical Services

- Adult Day Care RFP #10044
Allegan County Medical Care Facility

- Respite Care RFP #10046
Dual contract
Primary Alliance Medical Services
Secondary Evergreen Commons

- Transportation Services

Continue with current provider and re-evaluate transportation services in June 2009; 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 Black, seconded by Commissioner Burns to adopt the resolution as presented. Motion carried.

Commission on Aging – Request for Mileage and PerDiem

12/ Rob explained the options available to address this request. A great deal of time was put in by participants prior to the meetings to review the RFPs and to do the work in the meetings. Payment of mileage costs to the citizen representatives who were selected to do this work is probably appropriate.

Moved by Commissioner Jessup, seconded by Commissioner Black to authorize payment of mileage to the citizen representatives on the RFP workgroup. Motion carried.

Public Participation – Comments

13/ Vice-Chairman Jones opened the meeting to public participation and the following individual offered comment:

1. Dan Pepper expressed his gratitude for the Board including the family of Bill Brown in the opening prayer.

Adjourn until December 18, 2008, 2008 at 9:30 A.M.

14/ Moved by Commissioner Campbell, seconded by Commissioner DeYoung to adjourn until December 18, 2008 at 9:30 a.m. Motion carried and the meeting was recessed at 1:45 p.m.


Clerk-Register

Allegan County Board of Commissioners



County Services Building
3283 – 122nd Avenue
Allegan, MI 49010
269-673-0203 Main Office
269-686-5331 Main Fax
<http://www.allegancounty.org>

Steve McNeal, Chairman
Larry "Casey" Jones, Vice Chairman

DISTRICT 1

Terry Burns
616-403-0427
tburns@
allegancounty.org

DISTRICT 2

Steve McNeal
269-751-7271
smcneal@
allegancounty.org

DISTRICT 3

Paul VanEck
616-688-5619
pvaneck@
allegancounty.org

DISTRICT 4

Mark DeYoung
616-681-9413
mdeyoung@
allegancounty.org

DISTRICT 5

Dean Kapenga
269-751-8586
dkapenga@
allegancounty.org

DISTRICT 6

Max R. Thiele
269-673-4514
mthiele@
allegancounty.org

DISTRICT 7

Don Black
269-792-6446
dblack@
allegancounty.org

DISTRICT 8

Tom Jessup
269-637-3374
tjessup@
allegancounty.org

DISTRICT 9

Fritz Spreitzer
269-673-4131
fspreitzer@
allegancounty.org

DISTRICT 10

Jon C. Campbell
269-694-4632
jcampbell@
allegancounty.org

DISTRICT 11

Larry "Casey" Jones
269-664-5362
lcjones@
allegancounty.org

BOARD PLANNING SESSION-AGENDA

Thursday, November 20, 2008 - 11:00 a.m.
Board Room - County Services Building

[Click here](#) for full packet: 2.70 MB

11:00 a.m. **OPENING PRAYER:** Commissioner Van Eck

PLEDGE OF ALLEGIANCE:

ROLL CALL:

PUBLIC PARTICIPATION:

APPROVAL OF MINUTES: None

ADDITIONAL AGENDA ITEMS:

APPROVAL OF AGENDA:

DISCUSSION ITEMS:

- 1) Susan Bailey-Carmen - Department of Human Services (Informational Session)
- 2) Cameron Henke - WEMET (Informational Session)
- 3) General Updates
- 4) Temporary Food Inspections
- 5) Facilities Management—approved Budget Adjustment and Award Well 2A Recondition Bid (51-972) **ACTION**
- 6) Sheriff Department—approve CCAB administration services agreement 2008/2009 (52-449) **ACTION**

OTHER ITEMS:

PUBLIC PARTICIPATION:

ADJOURNMENT: Thursday, December 18, 2008 @ 9:30 A.M. @ BOARD ROOM - COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.

Mission Statement

"The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper"

November 20, 2008

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