

ALLEGAN COUNTY BOARD OF COMMISSIONERS

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2009 SESSIONS

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January 29, 2009 Session

**JANUARY 29, 2009 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 January 29, 2009, at 1:00 P.M. in accordance with the motion for adjournment of January 15, 2009, and rules of this Board; Chairman Jones presiding.

The invocation was offered by District 3 Commissioner VanEck.

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	TOM JESSUP
DIST #3	PAUL VANECK	DIST #9	FRITZ SPREITZER
DIST #4	- EXCUSED -	DIST #10	JON CAMPBELL [LEFT 4 00 PM
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:

1. Letter from the County Road Commission re: SAFETEA-LU project funding hearing.
2. Letter from Department of Treasury regarding to industrial facilities exemption certificate revocation.

PUBLIC PARTICIPATION - NO COMMENTS

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

AGENDA - ADDITIONS

4/ Chairman Jones asked if there were any additions or changes to the agenda. Commissioner Thiele asked to move Action item #1, Discussion items #1 and #2 to the consent agenda. Commissioner Kapenga requested that the regional jail discussion be added as Discussion item #5.

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

AGENDA - ADOPTED AS AMENDED

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

PRESENTATIONS:**CERTIFICATE OF RECOGNITION - DOUGLAS KETCHUM**

6/ Prosecuting Attorney Fred Anderson addressed his 32 years of working with Doug Ketchum, both as a private attorney and as the Prosecuting Attorney and praised him for his courtesy and service to the county. Administrator Rob Sarro read the commendation from the county for Doug Ketchum and wished him well in his retirement.

WEMET ANNUAL REPORT - LT. CAMERON HENKE

7/ Lt. Cam Henke presented the WEMET annual report and apologized for having to use 2007 not the 2008 numbers, but he is new to the organization and he will be verbally addressing the differences. He explained the work of this multi-jurisdictional narcotics task force and explained the organizational structure under which the 5 task force teams work. He reviewed the work and successes of the teams and explained how the task force is funded. He commended Fred

Anderson, Prosecuting Attorney for the work he does to help make the task force successful. He explained the effects of the cut to the Byrne grant and the challenges they are having with funding.

INFORMATIONAL SESSION - LAND INFORMATION SERVICES

8/ Valdis Kalnins, Allegan County Land Information Systems Director addressed the solutions his department has implemented over the past decade. Central Dispatch uses LIS at all consoles, the Drain Commission uses GIS components to print all notices regarding 98 separate mailings this past year and to assist assessing and project management. For Emergency Management, LIS mapped out 64 flood damage areas to more effectively present to FEMA for assessment and funding. Project consulting and mapping is provided for Facilities Management projects which saves them time and resources. Recently, the department has been working with the Prosecuting Attorney's office to prepare exhibits for trials. They have worked with the County Treasurer to facilitate site visits for the reversion program, saving significant time for that department. Local units of government access information through AccuGlobe. He addressed the upcoming projects such as the Aerial Imagery Acquisition and the savings achieved from partnering with Barry County as well as local units of government.

BREAK - 2:10 P.M.

9/ At 2:10 P.M., Chairman Jones declared a ten-minute break.

Upon reconvening at 2:20 P.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, Kapenga, Thiele, Black, Jessup, Spreitzer, Campbell and Jones. Absent - Commissioner DeYoung.

ADMINISTRATOR'S REPORT

10/ Rob Sarro introduced George Smeenge, newly elected chairman of the Commission on Aging who addressed issues this group is working on.

Rob reported that yesterday at the department head's meeting, there was some brainstorming and 29 potential projects were listed to utilize any stimulus package funds the state might get. We need to get a tentative list to the State by tomorrow, although, it wouldn't lock us in to any specific project. There were questions regarding how this list was developed and if it was prioritized appropriately.

Rob said that he would get some additional information from Michigan Association of Counties that might be helpful.

Moved by Commissioner Kapenga, seconded by Commissioner Campbell to approve the preliminary initial list of projects.

CONSENT AGENDA - ADOPTED

11/ Chairman Jones called for the adoption of the consent agenda.

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

11.1/ FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,
Your committee on Finance has authorized the following claims for Jan. 16, 2009. 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 *	284,470 03	284,262.48	207 55
Parks & Recreation Fund	1,060 96	1,060.96	
GIS	680 81	680.81	
Central Dispatch/E911 Fund	67,666 99	67,666.99	
Friend of Court Fund	387 50	387.50	

Public Improvement Fund	35,302.00	35,302.00	
Health Department Fund	74,155.61	74,155.61	
Register of Deeds Automation Fund	10,500.34	10,500.34	
Justice Training Fund PA 302 1982	749.00	749.00	
Law Library Fund	1,409.29	1,409.29	
Fillmore Township	48.28	48.28	
Building Authority Construct.-Health	24,539.00	24,539.00	
Drain Equip Revolving	120.54	120.54	
Child Care-Circuit/ Family	11,985.28	11,985.28	
Veterans Trust Fund	400.04	400.04	
Delinquent Tax Revolving Fund -	53,122.57	53,122.57	
Drain fund	2,887.00	2,887.00	
Bear Swamp Construction Fund	365.00	365.00	
TOTAL AMOUNT OF CLAIMS	569,850.24	569,642.69	207.55

*Includes disallowed amounts from Jan 16, 2009

Respectfully submitted. COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for Jan. 23, 2009. 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 *	71,125.13	67,902.93	3,222.20
Parks & Recreation Fund	286.49	286.49	
GIS	822.94	822.94	
Central Dispatch/E911 Fund	1,853.70	1,853.70	
Friend of Court	1,142.88	1,142.88	
Public Improvement Fund	15,268.16	15,268.16	
Health Department Fund	1,857.23	1,857.23	
Register of Deeds Automation Fund	4,018.82	4,018.82	
Transportation Grant	196,388.49	196,388.49	
Grants	6,215.15	6,215.15	
Child Care-Circuit/ Family	86,025.81	86,025.81	
Delinquent Tax Revolving Fund	641.57	641.57	
Drain fund	14,054.36	14,054.36	
Bear Swamp Construction Fund	454.66	454.66	
TOTAL AMOUNT OF CLAIMS	400,155.39	396,933.19	3,222.20

*Includes disallowed amounts from Jan 16, 2009; Released on Jan 16, 2009

** Includes disallowed amounts from Jan 23, 2009

Respectfully submitted. COMMITTEE OF FINANCE

TRANSPORTATION DEPARTMENT—TRANSIT FACILITY CHANGE ORDER NO. 002

11.2/ BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the request from the Transportation Department per the review and recommendations of the Transportation Director, the Facilities Director, the Allegan County Transit Facility Architect, and the Allegan County Transit Facility Construction Manager to approve Transit

Date, 2009 Session

Facility Change Order No. 002 in the amount of \$9,225.00 to address Cost Issue/Proposal Quotations to change vendor contracts as follows:

Cost Issue/Proposal Quotation No. 09

Bid Category and Contractor

25 Electrical \$ 594
Schrotenboer Electric, Inc.
2996 M-40
Hamilton, MI 49419

Cost Issue/Proposal Quotation No. 10

13 Aluminum, Glass & Glazing \$ 735
Lakeshore Glass & Metals, LLC
P.O. Box 1945
Holland, Michigan, 49422-1945

Cost Issue/Proposal Quotation No. 11

11 Doors/Hardware -\$200
S.A. Morman Company
P.O. Box 2182
Grand Rapids, MI 49509

Cost Issue/Proposal Quotation No. 12

11 Doors/Hardware \$3,407
S.A. Morman Company
P.O. Box 2182
Grand Rapids, MI 49509

Cost Issue/Proposal Quotation No. 13

11 Doors/Hardware \$ 994
S.A. Morman Company
P.O. Box 2182
Grand Rapids, MI 49509

Cost Issue/Proposal Quotation No. 14

16 Painting (Difference over McCarthy) \$2,752
Dave Cole Decorators, Inc.
325 Martindale St.
Sparta, MI 49345

Cost Issue/Proposal Quotation No. 15

8 Shingle Roofing -\$ 630
Modern Roofing
4741 24th St.
Dorr, Michigan, 49323

Cost Issue/Proposal Quotation	No. 16
1 Site work	\$ 675
Oetman Excavating	
4122 South Division	
Wayland, MI 49348-9729	

Changes to General Conditions and additional Fees

Construction Manager	
Owen Ames Kimball	GC \$ 459
300 Ionia Avenue NW	Fees \$ 439
Grand Rapids, MI 49503	

BE IT FURTHER RESOLVED that the net project increase for this Change Order is \$9,225.00 which will be paid from budgeted contingency, and this change order will not require an increase to the approved project budget; 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.

TRANSPORTATION DEPARTMENT—TRANSIT FACILITY CHANGE ORDER NO. 003

11.3/ BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the request from the Transportation Department per the review and recommendations of the Transportation Director, the Facilities Director, the Allegan County Transit Facility Architect, and the Allegan County Transit Facility Construction Manager to approve Transit Facility Change Order No. 003 in the amount of \$8,349.00 to address Cost Issue/Proposal Quotations to change vendor contracts as follows:

Cost Issue/Proposal Quotation	No. 17
Bid Category and Contractor	
25 Electrical	\$1,084
Schrotenboer Electric, Inc.	
2996 M-40	
Hamilton, MI 49419	

Cost Issue/Proposal Quotation	No. 18
7 General Trades	- \$500
Distinctive Group, Inc.	
759 Construction Ct., Ste 2	
Zeeland, MI 49464	
Cost Issue/Proposal Quotation	No. 19
7 General Trades	-\$772
Distinctive Group, Inc.	
759 Construction Ct., Ste 2	
Zeeland, MI 49464	
Cost Issue/Proposal Quotation	No. 21
20 Metal Building System	\$1,500
A.J. Veneklasen, Inc.	
5000 Kendrick St. SE	
Grand Rapids, Michigan, 49512-9602	
Cost Issue/Proposal Quotation	No. 22
20 Metal Building System	\$5,115
A.J. Veneklasen, Inc.	
5000 Kendrick St. SE	
Grand Rapids, Michigan, 49512-9602	
Cost Issue/Proposal Quotation	No. 23
7 General Trades	\$ 900
Distinctive Group, Inc.	
759 Construction Ct., Ste 2	
Zeeland, MI 49464	
Cost Issue/Proposal Quotation	No. 24
14 Drywall and Interior Finishing	-\$ 6
Intext Concepts, Inc.	
9381 Pentatech Drive	
Zeeland, MI 49464	
Cost Issue/Proposal Quotation	No. 25
25 Electrical	\$ 190
Schrotenboer Electric, Inc.	
2996 M-40	
Hamilton, MI 49419	

Changes to General Conditions and Additional Fees

Construction Manager	
Owen Ames Kimball	GC \$ 440
300 Ionia Avenue NW	Fees \$ 398
Grand Rapids, MI 49503	

BE IT FURTHER RESOLVED that the net project increase for this Change Order is \$8,349.00 which will be paid from budgeted

contingency, and this change order will not require an increase to the approved project budget; 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.

FINANCE DEPARTMENT—CORRECT 2009 PARKS BUDGET

11.4/ **WHEREAS**, it is necessary to correct an initial budget set up error in the Parks fund to properly allocate funding for Silver Creek Park and Bysterveld Park.

BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the request of the Budget and Finance Director to make an additional appropriation from General Fund Contingency to the Parks fund in the amount of \$1,887.00 as follows:

decrease	1010.890.956.00.00	General Fund Contingency	\$ 1,887
increase	1010.973.999.20.80	Transfer Out	\$ 1,887
increase	2080.751.699.10.10	Transfer In	\$ 1,887
increase	2080.093.708.00.00	S/W Temporary	\$ 1,561
increase	2080.097.708.00.00	S/W Temporary	\$ 326

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

SHERIFF DEPT—INMATE COUNSELING & PSYCHIATRIC SERVICES AGREEMENT

11.5/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the attached Professional Service

Agreement between Allegan County and Steven R. DeGroot, Ph.D. of 2015 Kalamazoo SE, Suite #1, Grand Rapids, Michigan, 49507 for Inmate Professional Counseling and Psychiatric Service Services as presented in Attachment A, commencing February 1, 2009 and ending December 31, 2011; and

BE IT FURTHER RESOLVED, that compensation for these services as presented in Attachment B, shall not exceed \$104,790 for the year 2009, \$107,934 for 2010 and \$111,172 for the year 2011; 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.

Professional Service Agreement Between Steven R. De Groot Ph.D. and Allegan County, Michigan

Section 1. General

THIS AGREEMENT made and entered into on this _____ day of ____ 20 __, by and between Steven R. De Groot Ph.D. whose address is 2015 Kalamazoo SE, Suite #1, Grand Rapids, Michigan, 49507 (herein after 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 Health Department
3255 122nd Ave
Allegan, Michigan 49010
- Contact Person: Rashmi Ganesan
- Phone Number: 269.686.4535
- Fax Number" 269.673.4172

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 counseling and Psychiatric 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.

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 jail counseling services Psychiatric Services, and administrative services, as described in Attachment A to this Agreement.

Section 4. Compensation to be paid to Contractor

In consideration of the terms and obligations for 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 fee not to exceed \$104,792.00 for the year 2009, \$107,935.00 for the year 2010, and \$111,173.00 for the year 2011 as outlined in Attachment B of this Agreement. This consists of a three (3) percent increase per year

Section 5. Date of Commencement and Duration

The date of commencement for Services Provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Contractor shall perform its services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until December 31, 2011 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 invoiced to the Client for services rendered during each invoicing period, which shall be in accordance with Attachment B of the Agreement. Payment of the above consideration shall be made to the Contractor within thirty days following submission of statements to the Client. Payments outstanding for more than 30 days may be subject to a late fee not to exceed 1.5% per month of the billed amount. 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. Written request for payment shall be made on written request of the Contractor. Written request for payment shall summarize service fees according to this contract, due to the date of invoice. It is agreed that the billing shall conform to the stipulation of this contract.

If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. If an invoice remains unpaid 60 days after the date of invoice, Contractor may, immediately, upon giving notice of its intent to do so, suspend services or terminate this Agreement and pursue its remedies for collection. Contractor may also immediately suspend its services or terminate its agreement on any other project with this Client or an entity affiliate, related, or otherwise partially controlled by the Client and / or apply funds from one such project to the Project or any other project on which payment to the Contractor is overdue.

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 attorney's 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 actions, losses or expenses, (including reasonable attorney's 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 or 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 claims, costs, or action arises out of the negligence of Contractor or its employees, unless such employees are responsible for the actions of such employees.

Contractor shall carry all operations hereunder, workers compensation insurance, commercial general liability insurance, professional liability insurance, and automotive liability insurance.

6.4 Assignment/ Third Parties: Neither the Client or the Contractor will assign or transfer its interest in the Agreement without the written consent of the other. Nothing in the Agreement shall be construed as creating any rights, benefits, causes of actions for any third party against either the Client or the Contractor.

6.5 Suspension, Termination, Cancellation, or Abandonment: In the event the Services identified in the Agreement are suspended, cancelled, 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 the Contractor's services for more than 30 days, the Contractor may terminate this Agreement upon giving seven day's written notice. Either party may terminate this Agreement upon giving seven day's written notice of substantial failure by the other party to perform in accordance with the terms of the 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 not cure within the 30 day notice period. Contractor shall not be obligated to commence services until the Agreement is fully executed. If the Client fails to execute the 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 any of them with respect to the services rendered pursuant to this Agreement, which obligation shall continue without regard to termination or expiration of the 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 related to this Agreement, or the breach thereof, then the parties agree to make a good faith 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 attorney's 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 the Agreement.

6.7 Standard of Care: Contractor agrees to perform services in a manner consistent with the degree of skill and care 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 the Professional Services.

6.8 Waiver: Any failure by Contractor to require strict compliance with any provision of the 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 the Contractor, shall be considered Additional services and Contractor shall be entitled to additional compensation. Unless otherwise agrees, such Additional Services shall be performed on a per hour basis as set forth in Attachment B of this Agreement. Contractor shall be obligated to make revisions or perform Additional Services until Contractor's receipt of mutually executed addendums 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 actions.

6.13 No Arbitration: Disputes involving this contract, including breach or alleged breach thereof, 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 and Rules, the Contractor hereby consents to services of process upon it by registered mail, return receipt requested. Service hereunder shall be complete in Contractor's actual receipt of process or in the Client's receipt of the return thereof by the United States Postal Services as refused or undeliverable. Contractor must promptly notify the Client, in writing, of each and every change of address to which services 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 understanding, oral or written, with reference to the subject matter hereof that are not merged herein and supervised hereby. No alteration, change, or modification of the terms of the 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 issues 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 its reference, incorporates the Following:

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

6.16 Notices: Any notice hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contract person via United States certified mail, return receipt requested, or via overnight carrier 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 is subject to the terms and condition of Section 1 through 6 and attachment(s), is accepted as of the date first written above.

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

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

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

ATTACHMENT A: SCOPE OF SERVICES

All services provided by the Contractor shall abide by strict confidentiality laws and regulation as indicated by the facility and Health Insurance Portability and Accountability Act (HIPAA) standards. The Contractor shall follow policies, procedures, and protocols within the standards of the Mental Health Code and those that meet the standards of accrediting body known as the National Commission on Correctional Health Care.

Jail Counseling Services shall be defined as those whose services provided by a Licensed and Registered Social Worker on a full-time basis. Services include the following:

- Conducting Mental Health Screening and Evaluation within 10 days of in-take to the jail facility
- Addressing non-emergency mental health care request
- Addressing emergency mental health care requests, including, but not limited to, suicide prevention
- Conducting discharge planning
- Providing supportive therapies and education tools to meet mental health issues on inmates, including, but not limited to alcohol and substance abuse treatment
- Coordination with staff to schedule one-to one meetings with psychologist or psychiatrist, as needed.
- Attend monthly Jail Medical Meetings

Psychiatric Services shall be defined as those services provided by a board-certified licensed psychiatrist on a monthly basis, approximately 4-5 hours per month. These services shall include the following:

- Prescribing appropriate psychotropic medication to address mental health issues of the inmate
- Assisting in monitoring all psychotropic medication
- Assisting jail staff, both mental health staff and Health Department, to address crisis intervention needs
- Providing support staff to gain access to acute care facilities, if a higher level treatment is needed
- Coordination of psychotropic medications in a cost efficient manner

Administration/Coordination/ Support Services shall be defined as those services provided by a licensed clinical psychologist on a monthly basis, approximately 6-8 hours per month. These services shall include the following:

- Providing administrative oversight for Jail Counseling Services
- Providing clinical staff oversight for Jail Counseling Services
- Assisting jail staff, both mental health staff and Health Department, to address crisis intervention needs
- Providing support staff to gain access to acute care facilities, if a higher level of treatment is needed
- Attend quarterly Jail Administrative Meetings

ATTACHMENT B: COMPENSATION

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

2009	Estimated Budget
• Jail Counselor / Clinical Services	\$80,861
• Psychiatric Services	\$15,297
• Administrative/ Coordination/ Support	\$8,632
2010	
• Jail Counselor Position	\$83,287
• Psychiatric Services	\$15,756
• Administration/ Coordination/ Support	\$8,891
2011	
• Jail Counselor Position	\$85,785
• Psychiatric Services	\$16,229
• Administration/ Coordination/ Support	\$9,158

On a monthly basis, Contractor shall submit invoices on the hourly rated for services provided. The invoiced shall be sent to the Allegan County Sheriff's Office, 112 Walnut St. Allegan, Michigan, 49010.

MSU EXTENSION—ADDITIONAL APPROPRIATION/BUDGET ADJUSTMENT FY 2009

11.6/ **WHEREAS**, per the Allegan County Memorandum of Agreement with Michigan State University Extension for the Extension Home Economist (now titled Family Consumer Science Extension Educator), the County is responsible to finance 21% of the salary costs for the position; and,

WHEREAS, per the Allegan County Memorandum of Agreement with Michigan State University Extension for the Agriculture and Natural Resources Agent (now titled Agriculture and Natural Resources Extension Educator), the County is responsible to finance 42% of the salary costs for the position; and,

WHEREAS, both employees received official notification of a 2% salary increase to be effective 10/1/08; and,

WHEREAS, the notification of those increases was not received in advance of the preparation, submission and approval of the 2009 budget, the approved 2009 budgeted funds will not be sufficient to pay the costs of the salaries for the two positions.

THEREFORE BE IT RESOLVED, that the Allegan County Board of Commissioners hereby approves the request of the MSU Extension Director for an additional appropriation to the approved 2009 budget to increase 1010.257.818.00.00 by \$2793.00 to fund the costs of the salary increases from January through December 2009.

BE IT FURTHER RESOLVED, that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

PROBATE COURT RENOVATION PROJECT UPDATE

12/ Mike Day, Circuit/Family Court Administrator, updated the Board on the progress of the Courthouse renovations for the Probate Court move. He stated that Phase I is complete and they

are at various places regarding Phase II and III. There has been a minor delay because the heat pump manufacturer has gone out of business, so they are starting certain things in Phase III while getting back on track. All in all, Mr. Day reported that the project is on time and under budget [under \$754,974] and they should meet the April 1, 2009 projected finish date.

BOARD MEMBERSHIP DUES

13/ Commissioner Thiele questioned the propriety of membership on the Macatawa Area Coordinating Council and whether or not our participation is needed. Commissioner Kapenga asked about the value received from NACO membership.

REGIONAL JAIL DISCUSSION

14/ Commissioner Kapenga stated that the information received from Rod at the last meeting was very helpful and provided him with more information than he has received in awhile. He wondered why the City and Township weren't invited and he hopes that we have not damaged the rapport we established earlier this year. Administrator Sarro stated that Rod would be here on February 3, 2009 to address the overcrowding situation and he would be more than happy to find out whether he could invite city and township officials to the meeting from 8:00 a.m. to 10:00 a.m. He stated he would get specific information out to everyone when he has some information about a date and time.

PUBLIC PARTICIPATION - COMMENTS

15/ Chairman Jones opened the meeting to public participation and the following individual offered comment:

1. Naomi Whetzel wished Commissioner Thiele a happy birthday!

ADJOURNMENT UNTIL FEBRUARY 12, 2009 AT 1:00 P.M.

16/ Moved by Commissioner Thiele, seconded by Commissioner Spreitzer to adjourn until February 12, 2009 at 1:00 p.m. The motion carried and the meeting was adjourned at 4:10 p.m.


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