

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

MARCH 2009 SESSIONS

JOURNAL 58

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March 26, 2009 Session

MARCH 26, 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 March 26, 2009, at 1:00 P.M. in accordance with the motion for adjournment of March 12, 2009, and rules of this Board; Chairman Jones presiding.

The invocation was offered by District #11 Commissioner Jones.

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

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

DIST #1	TERRY BURNS	DIST #7	DON BLACK
DIST #2	STEVE McNEAL	DIST #8	TOM JESSUP
DIST #3	- EXCUSED -	DIST #9	FRITZ SPREITZER
DIST #4	MARK DeYOUNG	DIST #10	JON CAMPBELL
DIST #5	DEAN KAPENGA	DIST #11	LARRY JONES
DIST #6	MAX THIELE		

MINUTES OF THE FEBRUARY 26, 2009 & MARCH 12, 2009 SESSIONS - APPROVED AS DISTRIBUTED

2/ Moved by Commissioner Black, seconded by Commissioner Kapenga to approve the minutes of the February 26, 2009 and March 12, 2009 Sessions as distributed. Motion carried.

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 Jessup asked to add a resolution of support for Casco Township's request for grant funding for property purchase.

Moved by Commissioner Jessup, seconded by Commissioner McNeal to approve this change to the meeting agenda as requested. Motion carried.

Commissioner McNeal asked to add a resolution supporting Fillmore Township's request for grant funding for developing a 20 acre parcel.

Moved by Commissioner McNeal, seconded by Commissioner Black to approve the change as made. Motion carried with 1 dissent.

Commissioner Campbell asked to have item #2 [Health Department Pool Inspection resolution] removed from the consent agenda and placed on the action portion of the agenda.

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

INFORMATIONAL SESSION - TRANSPORTATION

5/ Dan Wedge, Transportation Director presented a summary of the projects completed in 2008. The computerized scheduling and dispatch software project is complete. They developed a methodology for review of systems which can be used by other facilities and the system has been up and running since April. He stated the total numbers served are continuing to grow with total trips increasing to 44,989. Currently there are 24 vehicles in the fleet and it will soon be 26 vehicles. He was pleased to be part of the development of the Statewide MDOT bus

spec's and procurement package. He reported that Phase 1 of the Transit construction project has been completed and will be working on completion of Phase II Construction of the Transit Facility in 2009.

TRANSPORTATION DEPARTMENT—TRANSIT FACILITY CHANGE ORDER NO. 005

6/ 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. 005 in the amount of \$3,362.00 to address Cost Issue/Proposal Quotations to change vendor contracts as follows:

Cost Issue/Proposal Quotation No. 36
 Bid Category and Contractor

15 Flooring \$ 295

Sobie Company, Inc.
 3276 Industrial Dr. SE
 Dutton, MI 49316

Changes to General Conditions and Additional Fees
 Construction Manager

Owen Ames Kimball GC \$ 15
 300 Ionia Avenue NW Fees \$ 16
 Grand Rapids, MI 49503

Cost Issue/Proposal Quotation No. 37
 Bid Category and Contractor

4 Communications \$ 588

Shareco Communications
 2477 Waldorf Court NW
 Grand Rapids, MI 49544

Changes to General Conditions and Additional Fees
 Construction Manager

Owen Ames Kimball GC \$ 29
 300 Ionia Avenue NW Fees \$ 31
 Grand Rapids, MI 49503

Cost Issue/Proposal Quotation No. 38
 Bid Category and Contractor

28 Fiber Installation \$2,687

Amcomm Telecommunications
10431 Highland Road
White Lake, MI 48386

Changes to General Conditions and Additional Fees
Construction Manager

Owen Ames Kimball GC \$ 134
300 Ionia Avenue NW Fees \$ 141
Grand Rapids, MI 49503

Cost Issue/Proposal Quotation No. 39
Bid Category and Contractor

16 Painting \$ 200

Dave Cole Decorators, Inc.
325 Martindate St.
Sparta, MI 49345

Changes to General Conditions and Additional Fees
Construction Manager

Owen Ames Kimball GC \$ 10
300 Ionia Avenue NW Fees \$ 11
Grand Rapids, MI 49503

Cost Issue/Proposal Quotation No. 40
Bid Category and Contractor

16 Painting \$ 175

Dave Cole Decorators, Inc.
325 Martindate St.
Sparta, MI 49345

Changes to General Conditions and Additional Fees
Construction Manager

Owen Ames Kimball GC \$ 9
300 Ionia Avenue NW Fees \$ 9
Grand Rapids, MI 49503

Cost Issue/Proposal Quotation No. 41

Transfer the City of Allegan's \$ 0
reimbursement portion of the fiber
install out of the construction portion
of the project. Apply reimbursement to
the Contingency as an increase of \$10,172.

Cost Issue/Proposal Quotation No. 46
Bid Category and Contractor

11 Doors/Hardware \$1,790

S.A. Morman Company
P.O. Box 2182
Grand Rapids, MI 49509

Changes to General Conditions and Additional Fees
Construction Manager

Owen Ames Kimball	GC	\$ 90
300 Ionia Avenue NW	Fees	\$ 94
Grand Rapids, MI 49503		

Cost Issue/Proposal Quotation No. 47
Bid Category and Contractor

28 Fiber Installation -\$2,687

Amcomm Telecommunications
10431 Highland Road
White Lake, MI 48386

Changes to General Conditions and Additional Fees
Construction Manager

Owen Ames Kimball	GC	\$ -134
300 Ionia Avenue NW	Fees	\$ -141
Grand Rapids, MI 49503		

BE IT FURTHER RESOLVED that the net project increase for this Change Order is \$3,362.00 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.

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

CONSENT AGENDA - ADOPTED

7/ Moved by Commissioner Thiele, seconded by Commissioner Kapenga to adopt items 1, 3 and 4 on the consent agenda. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote. The following resolutions are adopted:

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS**7.1/ HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,**

Your committee on Finance has authorized the following claims for March 13, 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	56,454.16	56,454.16	
Parks & Recreation Fund	523.83	523.83	
Central Dispatch/E911 Fund	396.26	396.26	
Law Library Fund	92.50	92.50	
City of Saugatuck 1995-Deb # 13	300.00	300.00	
Health Department Fund	35,021.29	35,021.29	
Public Improvement Fund	68,818.02	68,818.02	
Martin Village Debt Service	53,623.01	53,623.01	
Transportation Grant	50,486.09	50,486.09	
Child Care-Circuit/ Family	29,173.77	29,173.77	
Delinquent Tax Revolving Fund	1,649.30	1,649.30	
Drain Equip Revolving	90.06	90.06	
TOTAL AMOUNT OF CLAIMS	296,628.29	296,628.29	

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for March 20, 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	141,000.38	141,000.38	
Parks & Recreation Fund	101.48	101.48	
Central Dispatch/E911 Fund	25,499.92	25,499.92	
Law Library Fund	1,647.93	1,647.93	
Palisades Emergency Planning Fac. UP	379.22	379.22	
Health Department Fund	30,472.04	30,472.04	
Public Improvement Fund	1,117.12	1,117.12	
Local Corrections officers Training Fund	5,587.21	5,587.21	
Transportation Grant	619.08	619.08	
Child Care-Circuit/ Family	15,121.71	15,121.71	
Grants	2,609.48	2,609.48	
Gunplain TWP	154.00	154.00	
Fennville City Contract	287.10	287.10	
Fillmore Township	171.13	171.13	
Senior Millage	20,957.50	20,957.50	
Delinquent Tax Revolving Fund	2,663.36	2,663.36	
Drain Fund	4,174.81	4,174.81	
Bear Swamp Construction Fund	258.60	258.60	
TOTAL AMOUNT OF CLAIMS	252,822.07	252,822.07	

Respectfully submitted, COMMITTEE OF FINANCE

LAND INFORMATION SERVICE-2009 ORTHOPHOTOGRAPHY PROJECT CONTRACT

7.2/ **WHEREAS**, the County requires up-to-date county-wide aerial imagery to support business processes in most departments.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the recommendation from the LIS Director to award the contract as attached, for the 2009 Allegan and Barry County Orthophotography Project, in an amount not to exceed \$74,339 for the Allegan County share, to Aerocon Photogrammetric Services Inc. of 4515 Glenbrook Road, Willoughby, OH, 44094; and

BE IT FURTHER RESOLVED that an amount not to exceed \$30,850 is available in the GIS fund balance (2110) for this project with the balance of the funding secured from external sources, primarily cost share agreements with local units of government and to date, \$32,338 is deemed secured from nineteen (19) local units of government through letters of intent received by LIS, and \$11,151 committed to the project from the State of Michigan; 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.

**CONSULTANT SERVICES
FOR THE 2009 ORTHOPHOTOGRAPHY OF
ALLEGAN COUNTY, MI**

AGREEMENT

Allegan No: _____
APS Job No: 11250

This Agreement made this ___ day of _____, 2009, by and between the *Allegan County Board of Commissioners*, Party of the First Part, hereinafter designated and referred to as the COUNTY, and the consulting firm known as *Aerocon Photogrammetric Services, Inc*, Party of the Second Part, hereinafter designated and referred to as the CONSULTANT.

WHEREAS, the COUNTY has determined to engage the CONSULTANT to perform certain professional services in connection with the project as outlined in the Request for Proposal, Bid# 10041, for orthophotography of the County issued December 16, 2008 and Addendum #1, posted January 7, 2009.

WHEREAS, Allegan County, hereinafter designated and referred to as the COUNTY, has requested the employment, by the COUNTY, of the CONSULTANT, which was determined to be the most suitable for this project; and

WHEREAS, on February 19, 2009, the COUNTY authorized the preparation of an Agreement with the CONSULTANT for this project; and

WHEREAS, the CONSULTANT has agreed to the terms and conditions for the consideration indicated herein below.

NOW THEREFORE, in consideration of the mutual promises and obligations herein to be observed and performed by the parties hereto, the COUNTY and the CONSULTANT hereby agree as follows:

ARTICLE ONE - SCOPE OF AGREEMENT

Section 1 - Services:

The CONSULTANT will provide to the COUNTY photogrammetric services consisting of the Ground Control Recovery and Targeting, Color Imagery Acquisition, and 6" Color Orthophoto Production as described in the COUNTY's Request for Proposal, Bid# 10041.

For a detailed description of the Scope of Services to be performed, and for the purpose of clarifying any controversy that may arise regarding said Scope of Services, the CONSULTANT'S proposal dated January 13, 2009 is hereby incorporated into and made part of this Agreement as though expressly rewritten herein.

In addition, the CONSULTANT is in acceptance of the COUNTY's "*Clarification of Aerocon Proposal submitted 01/13/2009*", which is dated February 18, 2009.

It is understood and agreed that the provisions of this Agreement shall govern regarding non-scope of service items should there be any variance between the language of the aforementioned proposals and the provisions of this Agreement.

Section 2 - Work Schedule:

The CONSULTANT shall start work on the various tasks of this Agreement within ten (10) days after receipt of a notice to proceed on a specific task.

Based upon the task durations supplied by the CONSULTANT in their proposal, the COUNTY will produce a comprehensive project work schedule for the development of the work covered under this contract. Any modifications to be made to this schedule of completion/project work schedule will only be made by mutual agreement from both the COUNTY and the CONSULTANT. Updates can be made by the COUNTY every time a task milestone has been completed/approved.

The mutually approved schedule of completion/project work schedule shall be incorporated into this Agreement as if fully rewritten herein.

ARTICLE TWO - GENERAL CONDITIONS, TERMINATION OF AGREEMENT, INSURANCE, AND MISCELLANEOUS ITEMS

Section 1 - General Conditions, the COUNTY's Responsibilities

The COUNTY shall:

- A) Provide written approvals, as specified in the CONSULTANT's proposal, or as mutually agreed to by the COUNTY and CONSULTANT, in a timely manner. The COUNTY's approval shall be based upon the scope of services, form, content, and method of presentation; and
- B) Arrange for any meetings that will be required to process, review and/or clarify any items related to the scope of this Agreement that the COUNTY has identified as critical to the completion of this project; and

- C) Serve notice of any required rights-of-entry which the CONSULTANT may require to perform their contractual obligations of this Agreement, upon written request of the CONSULTANT.

Section 2 - General Conditions, the CONSULTANT's Responsibilities:

The CONSULTANT shall:

- A) Not be relieved of its professional obligations before receiving written approval of its products from the COUNTY. These obligations include, but are not limited to the correction of any defects or errors in their work necessary to comply with the scope of services. In addition, all work shall be produced in accordance with accepted procedures as published by the American Society for Photogrammetry and Remote Sensing; and
- B) Monitor the qualifications, capabilities, and capacities of its subconsultants to perform those items of the scope of services which have been delegated to them. Should the CONSULTANT be required to change or add subconsultants through the course of this agreement, the CONSULTANT must receive written approval from the COUNTY. The CONSULTANT will be required to notify the COUNTY why a change or addition is required, how the change or addition will affect their original proposal, and how this change or addition will affect the CONSULTANT's ability to meet any other requirements of the COUNTY before receiving written approval. Replacement of a subconsultant from those identified in their proposal does not qualify as a reason for additional compensation.
- C) Comply with all Federal, County, State, and Municipal laws, ordinances, resolutions and policies applicable to the work to be done under this Agreement. The CONSULTANT shall obtain Federal, State, County, and/or local licenses, permits, and/or clearances necessary to fulfill their obligations of this Agreement; and
- D) Provide at its own expense all technical and professional services, labor, equipment, and materials required for the execution of the Agreement, except as enumerated otherwise and elsewhere in this Agreement. In addition, they shall employ registered professional surveyors, registered professional engineers, and certified photogrammetrists, as necessary, to be responsible for the gathering of data, design of and checking of the work covered by this Agreement. Any work covered under this Agreement which requires the stamp of a registered or certified professional shall be stamped with the appropriate seal of the registered or certified professional in the State of Michigan; and
- E) Not engage the services of any person or persons in the employment of the COUNTY or any other public body in the State of Michigan for any of the work covered by the terms of this Agreement, without the specific written permission of the COUNTY; and
- F) Accept full responsibility for all recommendations, plans, and specifications embodied in the final products of this Agreement by endorsing the final products with a letter, containing the signature and seal of an officer or principal and/or a registered or certified professional of the firm, that the final products are in compliance with this Agreement and all generally accepted practices and principals of the profession; and
- G) Agree that all work under this Agreement shall be done under the direction and supervision of one of the officers or principals of the CONSULTANT, and that all employees of the CONSULTANT shall cooperate with representatives of the COUNTY, municipalities or any other agency (public or private) who may be involved in the development of this project; and
- H) Provide and make arrangements for traffic control and/or notify the proper local authorities if the activities of the CONSULTANT and/or its subconsultants shall, in any way, interfere with the flow of traffic or pose any hazards to the public; and
- I) As part of its duties under this Agreement, have an officer or principal of the firm in attendance at all meetings called by recognized public agencies or civic organizations to discuss this project during the active life of this Agreement, whenever such attendance is requested by the COUNTY

Section 3 - Termination of Agreement:

This Agreement may be terminated by the COUNTY at any time for unsatisfactory performance or progress by the CONSULTANT. In that event, the compensation to be paid the CONSULTANT by the COUNTY shall be determined by the COUNTY on the basis of work completed, usable maps and data available to the COUNTY, plus reasonable termination expenses.

Section 4 - Insurance:

- A) The CONSULTANT hereby agrees to assume the defense of, and indemnify and save harmless the COUNTY from, all claims and liability caused by negligence, errors, or omissions due to the activities of themselves, their agents and/or employees and subcontractors in the performance of the services under this Agreement.
- B) The CONSULTANT shall furnish the COUNTY with copies of regular public liability and property damage insurance with the minimum coverage being the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for death or injury of any one person and ONE MILLION DOLLARS (\$1,000,000.00) for the death or injury of two or more persons in any one occurrence, together with TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) for property damage in any one occurrence with an aggregate property damage coverage of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for two or more occurrences, said insurance to be placed with an insurance company authorized to do business in the State of Michigan. Such policy shall name the COUNTY as co-insured and shall provide for notification to the COUNTY thirty (30) days prior to the cancellation of the policy.
- C) The CONSULTANT shall secure Worker's Compensation for all of the CONSULTANT's employees as required by law.

Section 5 - Miscellaneous:

- A) The COUNTY reserves the right to inspect any and all equipment, materials, and technical data used or developed for the scope of this Agreement; and
- B) The COUNTY reserves the right to inspect the CONSULTANT's and/or their subconsultants' facilities and to conduct interviews of personnel previously and/or currently assigned to the project to assure the quality and progress of all authorized work; and
- C) For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained here in shall be the COUNTY and/or such members of his staff as he may designate; and
- D) The COUNTY reserves the right to use all or any part of the reports, plans, specifications, files, data, and other documents contemplated by this Agreement in conjunction with, supplemental to, or otherwise as the COUNTY sees fit, in connection with any studies, reports, plans and undertakings of a professional engineering character which the COUNTY now or later may undertake of its own volition or through others in connection with any or all of the improvement herein before described, provided, however, that inasmuch as such studies and/or plans are not intended or represented to be suitable for reuse without specific written adaptation or verification by the CONSULTANT, any reuse without written adaptation or verification will be at the sole risk of the COUNTY and without liability or legal exposure to the CONSULTANT.
- E) The CONSULTANT hereby agrees that there will be no charge to the COUNTY for any patent rights which it controls and which may be involved in the work under this Agreement unless such charges have been specified and included in the fees enumerated in Article Three of this Agreement. The CONSULTANT shall advise the COUNTY of any process or patent rights which are not held or controlled by the CONSULTANT, but which in the CONSULTANT's opinion may be involved in the work contemplated herein.
- F) Copyright of all aerial negatives acquired for this project, and derivatives therefrom, is vested in the COUNTY from the moment of exposure. The CONSULTANT shall not use the negatives for any purpose other than those specified from the purposes of this Agreement. Should any original or re-flight negatives, or derivatives therefrom be lost, damaged and/or destroyed while in the possession of the CONSULTANT shall replace the items, without cost to the COUNTY, in the same quantity and quality as set forth in this Agreement.

- G) All work products, deliverables, calculations, data and other records, including those entered into any computer database of the COUNTY or supplied to the CONSULTANT by the COUNTY, or generated by the CONSULTANT in the performance of this Agreement, shall remain the sole property of the COUNTY. The CONSULTANT shall not, without prior written consent of the COUNTY, copy or use such records except to develop contracted work associated with this Agreement. In addition, the CONSULTANT shall not use or transfer any such records to any other party not involved with this Agreement and shall return all data and records to the COUNTY upon completion of the contract.

- H) During the performance of this Agreement, the CONSULTANT agrees for itself, its assignees, subconsultants, and successors in interest to comply with all applicable laws, resolutions, regulations and/or policies of the COUNTY, relative to equal employment, affirmative action and Women/Minority Business Enterprise requirements which are herein incorporated by reference and made a part of this Agreement. Failure to comply with any of the aforementioned laws, resolutions, regulations and/or policies may result in the termination of this Agreement.

- I) The CONSULTANT warrants and represents that it has not employed or retained any company, firm or person, other than a bonafide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company, firm or person, other than a bonafide employee working for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, gift, percentage, brokerage fee, or contingent fee.

ARTICLE THREE - FEES, PROGRESS REPORTS, FEE PAYMENTS, AND SCOPE CHANGES

Section 1 - Fees:

In consideration of the terms and obligations of this Agreement, the COUNTY agrees to pay, and the CONSULTANT agrees to accept, the following fees in full compensation for services, labor, material, and equipment necessary to do the work herein specified, including overhead, profit and expenses of every kind incurred in connection with the undertaking and performing of said work, except those items specifically exempted herein and furnished by the COUNTY, as part of this Agreement.

The COUNTY reserves the right, at its discretion, to limit completion of various tasks and thereby can compensate the CONSULTANT an amount less than the amount set forth in the lump sum payment for that task. The reduced lump sum fee shall be based upon the usable data developed by the CONSULTANT, per Article Two, Section 3 of this Agreement.

Upon written notice to proceed by the COUNTY to the CONSULTANT, the COUNTY agrees to pay the CONSULTANT for the services provided for within this Agreement on a lump sum fee basis, as follows:

Task 1: Recover/Target/Establish Control.....	\$ <u>4,275.00</u>
Task 2: Color Imagery Acquisition.....	\$ <u>21,439.00</u>
Task 3: 6" Color Orthophoto Production.....	\$ <u>48,625.00</u>

The Total Maximum Fee for the services provided for within Agreement shall not exceed:
Seventy-four thousand, three-hundred, and thirty-nine dollars: \$ 74,339.00

Section 2 - Progress Reports and Fee Payment:

The fees for the work to be performed under this Agreement, as set forth in Section 1 of this Article, shall be paid as follows:

- A.) Partial payments of fees shall be made as the work progresses. Invoices will be prepared and submitted to the COUNTY for payment based on the work performed since the previous invoice or notice to proceed, all of which are subject to audit by the COUNTY or others and possible revision. Each invoice shall include a written progress report that minimally contains a narrative describing what was worked on since the last invoice and the percentage completion of the major tasks; and
- B.) The COUNTY reserves the right to withhold fee payment until certain mutually agreed tasks and/or subtasks are completed; and
- C.) Invoices for any portion of the work contained within this Agreement shall not be submitted more frequently than monthly; and
- D.) Copies of the schedule of completion/project work schedule are not required by the COUNTY to be submitted with each written progress report. If the CONSULTANT has not processed an invoice to the COUNTY for three consecutive months, the CONSULTANT must submit a written progress report updating the COUNTY accordingly; and

Section 4 - Scope Changes:

It is understood and agreed by and between the parties hereto that only those situations, as documented by the CONSULTANT, and agreed to by the COUNTY shall constitute a scope change. Fee adjustments for documented scope changes may be appraised and adjusted by mutual agreement.

Until the COUNTY has agreed that a scope change is in effect, the CONSULTANT shall continue to proceed with the work necessary to complete the authorized aspects of this contract as herein before outlined. That is, a scope change request shall not constitute a reason for the CONSULTANT to delay or suspend work on any authorized tasks unless they have been so directed by the COUNTY.

The following situations shall define what the COUNTY constitutes a scope change:

- A) That if substantial changes are made in the scope or character of such work, as defined in Article One and are beyond the control of the CONSULTANT; and
- B) Substantial revisions to any reports, sheet layouts, plans, specifications, cost estimates, etc. which have been previously approved by the COUNTY or are a result of a radical change in policy; and
- C) In the event of any unavoidable delays or hindrances beyond the control of the parties to this Agreement which will require extending the time frame of the Agreement.

It is understood and agreed that mutual agreement of the work schedule, which permits an extension of task completion dates, shall not constitute a change of scope and/or a fee adjustment.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

**THE COUNTY OF ALLEGAN
STATE OF MICHIGAN
By Its
BOARD OF COMMISSIONERS**

By: _____
Its: Chairman of the Board



**THE CONSULTANT
AEROCON PHOTOGRAMMETRIC
SERVICES INC**

Witness:

By: _____
James N. Liberty
Its: President

SHERIFF DEPT.—2009 LACI AND CONNER SEARCH AND RESCUE FUND GRANT

7.3/ **BE IT RESOLVED THAT** the Allegan County Board of Commissioners hereby approves the request from the Sheriff Department to apply for and accept when awarded, a grant offered through the Laci and Conner Search and Rescue Fund for 2009, in an amount not to exceed \$10,000.00, for equipment for the Dive Rescue and Recovery Team; and

BE IT FURTHER RESOLVED that approved grant funds are not paid to the county, but will be dispersed via check directly to the vendors; 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.

HEALTH DEPARTMENT—SWIMMING POOL INSPECTION FEES

8/ **WHEREAS**, under Act 368PA 1978 as amended, the Michigan Department of Environmental Quality (MDEQ) licenses public swimming pools; and

WHEREAS, inspection and monitoring of the public swimming pools is the responsibility of the local health departments; and

WHEREAS the Allegan County Health Department conducts public swimming pool inspections under an agreement with the Michigan Department of Environmental Quality (MDEQ); and

WHEREAS, the thirty dollar (\$30) reimbursement from MDEQ to the County to perform these services is not sufficient to cover the cost to provide the services.

BE IT RESOLVED, that the Allegan County Board of Commissioners hereby approves the request of the Health Department to establish an Allegan County Swimming Pool Inspection Fee of \$100.00, effective immediately; and

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

Moved by Commissioner Thiele, seconded by Commissioner Kapenga to approve the resolution as presented.

Moved by Commissioner Campbell, seconded by Commissioner Thiele to exempt local schools from paying this fee. Motion lost on roll call vote: Yeas - 2 votes. Nays - 8 votes. Absent - 1 vote.

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

The original motion as made passed by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

BREAK - 2:28 P.M.

9/ Upon reconvening at 2:35 P.M., the following Commissioners were present: Commissioner Burns, McNeal, DeYoung, Kapenga, Thiele, Black, Jessup, Spreitzer, Campbell and Jones. Absent - Commissioner VanEck.

RECESS TO CLOSED SESSION - TO DISCUSS PENDING LITIGATION

10/ Moved by Commissioner Thiele, seconded by Commissioner Black to recess to closed session to discuss pending litigation. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote. The meeting was recessed at

C L O S E D S E S S I O N

RECONVENE - ROLL CALL

11/ Upon reconvening at 2:53 P.M., the following Commissioners were present: Commissioner Burns, McNeal, DeYoung, Kapenga,

Thiele, Black, Jessup, Spreitzer, Campbell and Jones. Absent - Commissioner VanEck.

SETTLEMENT OF PENDING LITIGATION

12/ BE IT RESOLVED that the Allegan County Board of Commissioners does hereby authorize the settlement of pending litigation as per recommendation of workers' compensation legal counsel regarding File No. W 07003469; and

BE IT FURTHER RESOLVED that the Board authorizes County Administration to work in conjunction with the County's workers' compensation legal counsel and corporate legal counsel to finalize and sign the settlement agreement and any other related redemption agreements on behalf of the County.

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

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

RESOLUTION-SUPPORT FILLMORE TOWNSHIP APPLICATION FOR PARK GRANT

13.1/ WHEREAS, the Fillmore Township Board of Trustees has applied to the Michigan Natural Resources Trust Fund for a grant to assist in the development of a new park on 20 acres of existing township property on 143rd Avenue, and

WHEREAS, the development of this park will protect a uniquely natural 20 acre parcel of green space, and

WHEREAS, improvements will include access drives and parking areas, a group picnic shelter with tables and grills, a modern restroom facility, playground, and ¾ mile of accessible trails through unique wooded wetlands, and

WHEREAS, all of the facilities will meet or exceed accessibility guidelines to enable use by persons with disabilities, and

WHEREAS, the planned improvements also allow for future expansion of the trail system to link to the Outdoor Discovery Center along with providing access to a 15-acre lake to the north of the property, and

WHEREAS, this park will be the first park in Fillmore Township thereby greatly enhancing the Quality of Life for area residents,

THEREFORE BE IT RESOLVED, that the Allegan County Board of Commissioners hereby fully supports Fillmore Township's Application to the Michigan Natural Resources Trust Fund to assist in the development of this park.

Moved by Commissioner Thiele, seconded by Commissioner Spreitzer to adopt the resolution as presented. Motion carried.

RESOLUTION-CASCO TOWNSHIP NATURE PRESERVE EXPANSION

13.2/ **WHEREAS**, the Casco Township Board of Trustees has applied to the Michigan Natural Resources Trust Fund for grant funding to purchase the property known as Maple Grove in the 700 block of Blue Star Highway on Lake Michigan in Casco Township, Allegan County, for public use as a park and nature preserve; and

WHEREAS, this property is adjacent to the "Stefan" property which Casco Township will soon acquire as the Casco Township Nature Preserve (Casco Township awaits action of the legislature to release grant funds), and will provide opportunity to develop a maple sugar bush demonstration site, lake viewing, bird watching, wildlife observation, extended nature trails, a butterfly preserve, swimming/fishing from the beach, educational/interpretive displays, and viewing/study of a rare ecosystem that is present on the wet clay banks; and

WHEREAS, expanding the current nature preserve of 8.62 acres to more than 20 acres with this additional 12 acres is an exceptional opportunity for the public interest and a good use of MNRTF funds; and

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners hereby supports the Casco Township grant application.

Moved by Commissioner Thiele, seconded by Commissioner Spreitzer to adopt the resolution as presented. Motion carried.

RESTORE STATE REVENUE SHARING

14/ **WHEREAS**, the counties of Michigan work on behalf of the State of Michigan to provide numerous state mandated services; and

WHEREAS, counties depend heavily upon state revenue sharing to provide numerous essential public health, safety and welfare services; and

WHEREAS, the residents of the State of Michigan and Allegan County demand an efficient, professional level of public services; and

WHEREAS, in 2005 State Revenue Sharing payments were discontinued to counties, relieving the State Budget of \$183 million in annual state revenue sharing payments to counties, with the promise and agreement that these payments would be restored when each of the individual county's Revenue Sharing Reserve Fund were exhausted; and

NOW, THEREFORE, BE IT RESOLVED, that the Allegan County Board of Commissioners does hereby support and urge the State of Michigan to fulfill its obligations and promises and fully and unconditionally restore State Revenue Sharing for all of Michigan's 83 counties.

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the Michigan Legislature for their review, Michigan Association of Counties, and the other 82 Michigan counties.

Moved by Commissioner Kapenga, seconded by Commissioner McNeal to adopt the resolution as presented. Motion carried.

ANIMAL SHELTER TASK FORCE—ANIMAL SHELTER REQUESTS FOR PROPOSALS

15/ **WHEREAS**, the Board of Commissioners has allocated \$181,200 for repairs and renovation of the current animal shelter; and

WHEREAS, the Animal Shelter Task Force has identified alternate specifications for the construction of a new animal shelter facility; and

WHEREAS, the Allegan County Board of Commissioners has authorized a project budget not to exceed \$650,000 (inclusive of the already allocated renovation funds); and

WHEREAS, on December 18, 2008 the Allegan County Board of Commissioners authorized Administration, Finance, and Facilities Management to work in conjunction with the Animal Shelter Task Force to compose both a request for proposal with options to repair the current animal shelter facility and a request for proposal with options to construct a new animal shelter facility to present to the Board before sending it out to bidders.

THEREFORE, BE IT RESOLVED, that the Allegan County Board of Commissioners hereby approves the requests for proposal:

- Proposal # 10051
Animal Shelter Renovations 2009
- Proposal # 10052
Design and Build New Animal Shelter Project 2009
- Proposal # 10054
Animal Shelter Garage Addition 2009

and

BE IT FURTHER RESOLVED, that the most qualified bidders will be brought back to the Board for final consideration and award.

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

CLERK/REGISTER-AWARD REDACTION PROJECT BID TO MANATRON

16/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Allegan County Clerk/Register to award the bid to Mantron, Inc., 1807 Braker Lane, #400, Austin, Texas, 78758, to provide the redaction project professional services for an amount not to exceed \$48,802.41; and

BE IT FURTHER RESOLVED, that the funds for this project are available in the Register of Deeds Automation Fund balance (2560); and

BE IT FINALLY RESOLVED that the Board Chairman and the Clerk-Register 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 Thiele, seconded by Commissioner Kapenga to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

INFORMATION SERVICES-NEW WORLD TECHNOLOGY MODULES PURCHASE

17/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the recommendation from the IS Director to approve the purchase and implementation of modules for Service Vehicle Rotation, Crime Mapping, Automatic Vehicle Locators (AVL) and Mobile In-Car Mapping, as per the attached proposal summary, for an amount not to exceed \$140,000, from the

sole source provider, New World Systems Inc. of 888 West Big Beaver Road Suite 600, Troy, MI 48084-4749; and

BE IT FURTHER RESOLVED that funds for this purchase have not been budgeted and an appropriation from the fund balance in the E911 Construction Millage fund (2113) will be needed for the AVL portion of the project; and another appropriation will be needed from the fund balance in the Central Dispatch fund (2110) for the Service Vehicle Rotation, Crime Mapping, and Mobile In-Car Mapping projects; 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 DeYoung, seconded by Commissioner Campbell to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

ALLEGAN COUNTY, MI

Budgetary Proposal Summary

February 17, 2009

A. STANDARD APPLICATION SOFTWARE ^{1,2,3,4}		
ITEM	DESCRIPTION	INVESTMENT
<u>DELETIONS</u>		
<u>MOBILE SOFTWARE</u>		
1.	Additional Aegis® Software for RS/6000 Message Switch - Fire - New World CAD Interface for Aegis MSP (UPGRADE TO 150 units)	-2,400
<u>MOBILE SOFTWARE ON THE MSP Server</u>		
2.	Aegis® Mobile Integration Software - Fire - MDT/MCT Base CAD/RMS Interface (UPGRADE TO 150 units)	-1,600
<u>MOBILE MANAGEMENT SERVER</u>		
3.	Aegis/MSP Mobile Management Server Software (UPGRADE TO 150 units) - Fire - Base CAD/NCIC/Messaging	N/C
<u>CLIENT SOFTWARE</u>		
4.	Aegis® Law Enforcement Mobile Unit Software (25 Units) - Fire Mobile Messaging LE CAD via Switch	-10,500
<u>ADDITIONS</u>		
<u>CAD</u>		
5.	Additional Aegis/MSP Software for Computer Aided Dispatch ⁵ - Service Vehicle Rotation (Wrecker, Ambulance)	9,000
<u>ADDITIONAL PUBLIC SAFETY SOFTWARE</u>		
6.	Aegis/MSP Data Analysis/Crime Mapping/Management Reporting - Base with One Application (CAD)	24,000

MOBILE SOFTWARE

7. Additional Aegis® Software for RS/6000 Message Switch		
- AVL Interface (51-100 units) ⁵		13,000

MOBILE SOFTWARE ON THE MSP Server

8. Aegis® Mobile Integration Software		
- AVL CAD Interface (51-100 units) ⁵		13,000

CLIENT SOFTWARE

9. Aegis® Law Enforcement Mobile Unit Software (93 Units)			
Mobile Messaging			
In-Car Mapping	\$400 ea.	37,200	
New World AVL	\$300 ea.	27,900	
	Subtotal	\$700 ea.	65,100
	Less Laptop Software Volume Discount of 25%		<u>-16,275</u>
	TOTAL LAPTOP SOFTWARE		48,825

NEW WORLD STANDARD SOFTWARE LICENSE FEE **93,325**

LESS DEMONSTRATION SITE DISCOUNT **(9,333)**

TOTAL SOFTWARE LICENSE FEE ^{6 7} **\$83,993**

B. SUPPORT SERVICES ⁷

ITEM	DESCRIPTION	INVESTMENT
1.	Project Management Services as Required:	\$5,000
	- Project Management	
	- Overall consultation and communication	
	- Monthly status reports and project updates throughout the duration of the project	
	- Implementation Plan	
2.	90 hours of Implementation and Training Services at \$140/hour to include, as required:	12,600
	- Software Tailoring and Set Up	
	- User Education and Training	
	- Other Technical Support	

TOTAL SUPPORT SERVICES **\$17,600**

C. THIRD PARTY COSTS

ITEM	DESCRIPTION	INVESTMENT
THIRD PARTY SOFTWARE		
1.	GIS Software ⁹	13,950
	Mobile	
	- Mobile In-Car Mapping (93 units)	150 ea. 13,950
THIRD PARTY HARDWARE		
2.	AVL Hardware (93 units)	
	USGlobalSat MR-350 External Mount GPS Receiver	9,300

TOTAL THIRD PARTY COSTS **\$23,250**

D. OTHER COSTS (ESTIMATES)

ITEM	DESCRIPTION	INVESTMENT
1.	TRAVEL AND LIVING EXPENSES (Estimate)	
	Estimated 7 trips at \$1,000 per trip.	7,000

TOTAL OTHER COSTS **\$7,000**

TOTAL ONE TIME COST **\$131,843**

MSP ENDNOTES

- ¹ *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003 Server and SQL Server 2000/2005 are required for the Application and Database Server(s).*
- ² *New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2000/2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- ³ *New World Systems' MSP product requires Microsoft Word and Excel.*
- ⁴ *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- ⁵ *Requires 3rd party GPS hardware.*
- ⁶ *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*
- ⁷ *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*
- ⁸ *Training and Support Services are billed hourly as used. Travel and expenses are not included as they are billed at actual cost*
- ⁹ *All Aegis/MSP Customers are required to use ESRI's ArcGIS Suite to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with ESRI*

E MAINTENANCE		
ITEM	DESCRIPTION	INVESTMENT
1.	COMBINED STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA) (Per Year Cost) Standard Software Maintenance Agreement (SSMA) fees will increase by \$16,582 for the above software change and will commence 90 days after delivery of the software, year one cost to be prorated to run concurrently with Customer's existing SSMA. Subsequent year SSMA fees for the above software will be consistent with the SSMA agreement currently in effect.	
	90-Day Warranty from Date of Delivery	NC
	Year 1 SSMA	\$16,584

PRICING VALID THROUGH MAY 15, 2009

PUBLIC PARTICIPATION - COMMENTS

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

- 1. George Smeenge gave a brief update of Commission on Aging Activities and distributed materials to the Board.

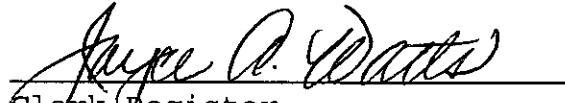
DISCUSSION:

METHODOLOGY FOR CONDUCTING ADMINISTRATOR EVALUATION

19/ There was discussion on how to proceed on conducting the evaluation of the Administrator and whether the system used in the past was as effective as a "360" evaluation process. It was suggested that Commissioners be prepared to discuss this issue at the April 9, 2009 meeting.

ADJOURNMENT UNTIL APRIL 9, 2009 AT 1:00 P.M.

20/ Moved by Commissioner Thiele, seconded by Commissioner Burns to adjourn until April 9, 2009 at 1:00 p.m. The motion carried and the meeting was adjourned at 4:15 p.m.


Clerk-Register

