

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

SEPTEMBER 17, 2009 SESSIONS

JOURNAL 58

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September 17, 2009 Planning Session

SEPTEMBER 17, 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 September 17, 2009, at 1:00 P.M. in accordance with the motion for adjournment of September 3, 2009, and rules of this Board; Chairman Jones presiding.

The invocation was offered by Naomi Whetzel, Monterey Township.

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 [ARR: 2:26 PM]	DIST #9	FRITZ SPREITZER
DIST #4	MARK DeYOUNG [ARR: 1:20 PM]	DIST #10	JON CAMPBELL [LEFT 5.30PM]
DIST #5	- EXCUSED -	DIST #11	LARRY JONES
DIST #6	MAX THIELE		

PUBLIC PARTICIPATION - COMMENTS

2/ Chairman Jones opened the meeting to public participation and the following individuals offered comments:

1. Val Lyle, Victim's Advocate at Sylvia's Place spoke in support of the Domestic Violence Investigator.
2. The Clerk read the e-mail received from the Mayor of Fennville, Dan Rastall expressing concern about cutting officers in the Sheriff's Department.

AUGUST 27, 2009 MINUTES - ADOPTED AS DISTRIBUTED

3/ Moved by Commissioner Thiele, seconded by Commissioner Black to approve the minutes of the August 27, 2009 session as distributed. Motion carried.

AGENDA - ADDITIONS

4/ Chairman Jones asked if there were any additions or changes to the agenda. Commissioner McNeal asked to list a County-wide Law Enforcement Millage as Item #7 on the discussion portion of the agenda. Moved by Commissioner McNeal, seconded by Commissioner Jessup to add this item to the discussion agenda. Motion carried.

Administrator Rob Sarro stated that there is a personnel issue to discuss and the concerned individual requested a closed session. He would like to add the closed session at the end of the agenda.

Moved by Commissioner McNeal, seconded by Commissioner Spreitzer to add the closed session to the meeting agenda. Motion carried by roll call vote: Yeas - 8 votes. Nays - 0 votes. Absent - 3 votes.

AGENDA - ADOPTED AS AMENDED

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

FACILITIES MANAGEMENT--JAIL ROOF REPAIR PROJECT

6/ **WHEREAS**, an RFP was posted for the Jail Roof Replacement Project; and

WHEREAS, the RFP included a required base bid proposal and two (2) alternatives; and

WHEREAS, the required base bid proposal was for a portion of the jail roof area of approximately 7,190 square feet; and

WHEREAS, the alternatives were:

- to provide the same scope of work as listed in the required base bid, but for the entire roof area of approximately 23,261 square feet
- to provide a mechanically fastened EPDM solution for the entire 23,261 square foot roof area, and

WHEREAS, the bid of \$23,400 for a partial roof replacement would be within the \$25,000 approved for Capital project 09-269-07; and

WHEREAS, to award the bid for alternative 1, the whole roof replacement, to Great Lakes Systems, Inc. of 2286 Port Sheldon Court, Jenison, MI 49428 for an amount not to exceed \$71,300 would be a better solution cost per square foot and would eliminate further piecemeal replacement to complete the project.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the recommendation from the Facilities Management Director to approve the alternative to provide the same scope of work as listed in the required base bid, but for the entire roof area of approximately \$23,261 and to include the voluntary alternate 15 year warranty for an amount not to exceed \$72,200; and

BE IT FURTHER RESOLVED that an additional appropriation in the amount of \$47,200.00 be made from the Infrastructure CIP Fund balance to fund the cost difference to repair the entire 23,261 square foot roof area; 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 Thiele, seconded by Commissioner Black to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 7 votes. Nays - 0 votes. Absent - 4 votes.

FACILITIES MANAGEMENT—EASEMENT FOR ANIMAL SHELTER ELECTRIC LINES

7/ **WHEREAS**, Board action on 6/25/09 approved a resolution to award the bid for the design/construction of the new Allegan County Animal Shelter to DVK Construction; and

WHEREAS, to proceed with the Animal Shelter project it is necessary to grant an easement for overhead and underground electric lines to Consumers Energy Company.

THEREFORE, BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the recommendation of the Facilities Management Director to approve the Easement for Overhead and Underground Electric Lines as presented; and

BE IT FURTHER RESOLVED that the Board Chairman and the County Clerk 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 McNeal to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 6 votes. Nays - 2 votes. Absent - 3 votes.

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

EASEMENT FOR OVERHEAD AND UNDERGROUND ELECTRIC LINES

Notification # 1001907731
 Design Doc # 10050303
 Tax Code # 030007

Parties: "Owner" is Allegan County, a Michigan Municipal Corporation

Owner's mailing address is 3283 122nd Avenue, Allegan, Michigan 49010

"Consumers" is CONSUMERS ENERGY COMPANY, a Michigan corporation. Consumers' address is One Energy Plaza, Jackson, Michigan 49201.

Grant of Easement: For good and valuable consideration, Owner grants Consumers a permanent easement for overhead and underground electric lines on, over, under, and across a portion of "Owner's Land," called the "Easement Area." Owner's Land is in the Township of Allegan, County of Allegan, and State of Michigan and is described in the attached Exhibit A. The Easement Area is within Owner's Land and is described in the attached Exhibit B. Consumers may attach additional overhead and/or underground lines outside the Easement Area running laterally from the main electric line to the North edge of Owner's Land, in which event the Easement Area shall include a 30 foot-wide strip of land, being 15 feet on each side of each such overhead lateral line, as constructed on Owner's Land and/or a 12 foot-wide strip of land, being 6 feet on each side of each such underground lateral line, as constructed on Owner's Land.

Purpose: The purpose of the easement is to grant Consumers the right to enter Owner's Land to construct, operate, inspect, maintain, replace, improve, remove, and enlarge overhead and underground electric lines on the Easement Area for transmitting and distributing electrical energy and communications signals. Overhead electric lines may consist of poles, anchors, guys, wires, cables (including fiber-optic cable), transformers, and other equipment. Underground electric lines may consist of underground cables (including fiber-optic cable), conduits, wires, conductors, subsurface junction vaults, surface-mounted transformers and enclosures with pads and supports, and other equipment.

Trees and Other Vegetation. Consumers shall have the right from time to time hereafter to enter Owner's Land to trim, cut down, and otherwise remove and control any trees, brush, roots, and other vegetation, whether inside or outside the Easement Area, that Consumers believes may interfere with the construction, operation, and maintenance of the electric lines.

Buildings/Structures: Owner shall not. 1) locate any buildings, structures, septic systems, drain fields, ponds, or swimming pools within the Easement Area, 2) plant any trees within the Easement Area, or 3) change the ground elevation over the underground electric lines or under the overhead electric lines. If Owner violates this provision, Owner shall reimburse Consumers for any expenses Consumers incurs correcting the violation. If Consumers corrects the violation by relocating the electric lines on Owner's Land, this easement shall automatically apply to such relocated line(s).

Form 400 5 2009

Exercise of Easement. Consumers' nonuse or limited use of this Easement shall not preclude Consumers' later use of this Easement to its full extent.

Successors This easement shall bind and benefit Owner's and Consumers' respective heirs, successors, lessees, licensees, and assigns.

Date: _____

Owner: Allegan County, a Michigan
Municipal Corporation

Larry Jones, Chairman

Joyce A Watts, Clerk

Acknowledgment

The foregoing instrument was acknowledged before me in _____ County, Michigan,
on _____ by Larry Jones, Chairman and Joyce A Watts, Clerk
Date Print Owner's Name(s)
Of the Board of Commissioners of Allegan County, on behalf of the County.

Notary Public
County, Michigan
Acting in _____ County
My Commission expires: _____

This easement is exempt from real estate transfer tax pursuant to MCLA 207.505(f) and from State real estate transfer tax pursuant to the provisions of MCLA 207.526(f).

Prepared By: Amy L Curtiss 8-25-09
Consumers Energy Company
2500 E Cork Street
Kalamazoo, Michigan 49001
269-337-2290

After recording, return to:
Beth Skowronski, EP7-451
Business Services
Consumers Energy Company
One Energy Plaza
Jackson, MI 49201

EXHIBIT AOwner's Land

01-005-046-00

The East 1/2 of Section 5, Township 2 North, Range 13 West, except that part beginning 659.5 feet East and 406 feet North of the South 1/4 corner; thence North 146 feet, thence North 15° 42' 21" West, 231 feet, thence on a curve to the right chord bearing North 14° 46' 28" East, 89.905 feet, thence North 45° 15' 17" East, 66 feet; thence on a curve to the right chord bearing South 89° 44' 43" East, 132.73 feet; thence South 41° 37' 0" East, 18 feet, thence South 76° 30' 00" East, 420.29 feet; thence South 13° 30' 00" West, 222 feet; thence South 64° 05' 38" West, 388.56 feet, thence South 90° West 145 feet to beginning; also except that part beginning 470.25 feet East and 1202.36 feet North of the South 1/4 corner; thence North 240 feet; thence East 370 feet; thence South 240 feet; thence West 370 feet to the point of beginning; also except commencing at the South 1/4 corner; thence North 456.79 feet; thence continuing North 380.11 feet; thence East 574.09 feet; thence South 22° 36' 29" East, 262.43 feet; thence South 95.56 feet; thence South 78° 58' 42" West, 123.68 feet, thence South 18.65 feet; thence West 551.12 feet to the point of beginning.

Also known by the postal address of 2283 33rd Street, Allegan.

EXHIBIT BEasement Area

The West 60 feet of Owner's Land, also, a 12 foot-wide strip of land, being 6 feet on each side of the centerline of the underground electric line constructed on Owner's Land, the centerline to be located approximately as shown in the attached drawing.

SHERIFF DEPARTMENT—APPROVE STAFFING BUDGET ADJUSTMENTS

8/ **WHEREAS**, as a result of the cancellation of two township contracts (1.0 FTE Laketown Township and .67 FTE Salem Township), funds as per the approved 2009 budget for Sheriff Deputy positions in Funds 2803 and 2809 need to be reduced; and

WHEREAS, the Sheriff has applied for the COPS Recovery and Hiring Program 2010 grant effective October 1, 2009, to fund Sheriff Deputy positions.

THEREFORE, BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the request from the Sheriff Department to continue to fund the 1.67 FTE deputy positions with funds from the Sheriff Department general fund operational budget through December 31, 2009; and

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

BE IT FINALLY RESOLVED that should the COPS Recovery and Hiring Program 2010 grant funds applied for not be approved and received, it will be necessary for the Sheriff Department to reduce deputy staffing by 1.67 FTE effective January 1, 2010.

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

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

BUDGET DISCUSSION

9/ Rob Sarro said that there needs to be a decision on how the Board wants to proceed on the 2010 budget process. He suggested that the Board might want to set a focused budget session during

next week. Next week is the evening meeting and perhaps an afternoon budget work session can be scheduled prior to that meeting. During the last meeting there was discussion on several items that affect the Sheriff's Department which just before the close of the meeting it was indicated that because so many Commissioners were absent, there might be value in re-visiting the Sheriff's issues.

Sheriff Koops referenced the Five Year Action Plan that he would like to be considered. In 2001, in a suburban county, the average ratio of citizen to officer was 2.7 per 1,000 and the ratio in Allegan County was .64 per 1,000 and since that time, we have lost positions and officers and this affects the safety and security of the residents of the county. Violent crimes have increased as his staff has decreased. He offered to get copies of the plan to any Board members who want them. It should be on the website under the Sheriff's office. Professional supervision should be 5 to 1 and the county is at 8 to 1. Supervisors are doubling up and performing other duties in order to perform adequately.

Commissioner McNeal addressed requesting a Law Enforcement Millage election.

Marty Mandell addressed the T.E.A.M. program. Grant funding ended around 1995 and some of the schools picked up a portion of the cost. Currently, he is the only person in the county that goes into the schools and he stated that he also does community programs. He is a road deputy who also covers community programs.

Bart Shaw, a 30 year volunteer, addressed the various programs being considered for cuts. He especially addressed the Teaching Educating And Mentoring program and substance abuse problems in the county. He cautioned that it is difficult to put a value on the costs of the prevention programs, but over

the 30 years he has spent, he sees the effectiveness of the programs.

BREAK - 2:25 P.M.

10/ Upon reconvening at 2:40 P.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Thiele, Black, Jessup, Spreitzer, Campbell and Jones. Absent - Commissioner Kapenga.

SHERIFF DEPARTMENT—EXTEND PROFESSIONAL SERVICES AGREEMENT WITH KPEP

11/ **WHEREAS**, the current professional services agreement between the County of Allegan and Kalamazoo Enhancement Program, Inc. (KPEP) expires on September 30, 2009, with the option to extend; and

WHEREAS, the Allegan County Sheriff wishes to extend that agreement for a five (5) month period until the COPS Meth Diversion Grant expires on February 28, 2010.

THEREFORE, BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the agreement extension between the Allegan County Sheriff Department and Kalamazoo Enhancement Program, Inc. (KPEP) of 519 South Park Street, Kalamazoo, Michigan, 49007, to extend the agreement from October 1, 2009 through February 28, 2010 for total fees not to exceed \$17,708.34; and

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

Moved by Commissioner Campbell, seconded by Commissioner DeYoung to adopt this resolution as presented. Motion carried

by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

**SHERIFF DEPARTMENT—RENEW CCAB ADMINISTRATION SERVICES AGREEMENT
2009/2010**

12/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Sheriff Department to renew the Professional Services Agreement between the Kalamazoo Probation Enhancement Program, Inc. and Allegan County to provide services as per the attached agreement, effective October 1, 2009 through September 30, 2010, for an amount not to exceed \$28,500; and

BE IT FURTHER RESOLVED, that \$19,000.00 of this expense is budgeted through the approved Community Corrections FY2010 grant and \$9,500.00 in funds is budgeted from 2790.351.818.00.00; 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 Thiele, seconded by Commissioner VanEck to adopt the resolution as presented. Motion carried by roll call vote: Yeas - 10 votes. Nays - 0 votes. Absent - 1 vote.

**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 October 1, 2009. CONTRACTOR shall perform its Services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until September 30, 2010, unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Invoice Procedures and Payment: CONTRACTOR shall submit invoices to the CLIENT for services rendered during each invoicing period, which shall be in accordance with Attachment 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

CONTRACTOR

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

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

CLIENT

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

CLIENT

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

**MEDICAL EXAMINER—APPROVE MEDICAL EXAMINER INVESTIGATOR
COORDINATOR POSITION**

13/ **WHEREAS**, following the resignation of the Allegan County Chief Medical Examiner Investigator, the Medical Examiner would like to restructure the Allegan County Medical Examiner Office to reassign some of the responsibilities of the Chief Medical Examiner Investigator and create a new Medical Examiner Coordinator position; and

WHEREAS, the current annual budgeted Chief Medical Examiner Investigator salary is \$5000.00; and

WHEREAS, the annual budgeted salary for the Medical Examiner Investigator Coordinator would be \$2,250, resulting in an annual cost savings to the County of \$2,750; and

WHEREAS, a current Medical Examiner Investigator has performed the Medical Examiner Investigator Coordinator job responsibilities of creating/maintaining the MEI monthly schedule to ensure 24/7 on call coverage for the county and ordering and maintaining the necessary MEI supply inventory as described in the proposed job description since April 1, 2009

THEREFORE BE IT RESOLVED, that the Allegan County Board of Commissioners hereby approves the Medical Examiner Investigator Coordinator job description as presented, and the annual salary as proposed, effective as of April 1, 2009; and

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

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

DISCONTINUE CONSIDERATION OF HAWORTH PROPERTY - FAILED

14/ Moved by Commissioner McNeal, seconded by Commissioner Burns to discontinue consideration of the Haworth property.

Motion failed on roll call vote: Yeas - 3 votes. Nays - 7 votes. Absent - 1 vote.

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

AUTHORIZE ADMINISTRATOR TO SEEK INFORMATION ON HAWORTH PROPERTY

15/ Moved by Commissioner Spreitzer, seconded by Commissioner Jessup to authorize the Administrator to continue discussion on Haworth property and report back to the Board. Motion carried on roll call vote: Yeas - 6 votes. Nays - 4 votes. Absent - 1 vote.

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

DECLARATION FOR ALLEGAN COUNTY - RECOVERY ZONE

16/ Moved by Commissioner Thiele, seconded by Commissioner Campbell to set this issue on the October 1, 2009 agenda for consideration. Motion carried.

COUNTY-WIDE LAW ENFORCEMENT MILLAGE - DISCUSSION

17/ Moved by Commissioner Thiele, seconded by Commissioner Black to instruct the Administrator to investigate what would be necessary to put a law enforcement millage on the 2010 ballot. During discussion Commissioner Campbell stated we might want to define what is meant by a law enforcement millage; what costs are to be covered, etc. Motion carried.

2010 BUDGET DISCUSSION, CONTINUED

18/ Rob Sarro suggested that the intent is to determine how we want to schedule the next budget work session. Sheriff Koops offered to provide statistics and any information that would be helpful to Board members.

Commissioner VanEck cautioned that we have to establish priorities in order to continue.

Rob reminded everyone that we have to work together and be objective in order to deal with a difficult situation. Rob cautioned that we need to steer clear of across the board cuts. He also stated he would be returning any wage adjustment and will give back longevity payments. We need to find creative ways to find some costs savings and we are on our way to doing that.

SEPTEMBER 24, 2009 - 3:00 P.M. PLANNING SESSION/7:00 P.M. BOARD MEETING

19/ There was discussion concerning the 7:00 P.M. meeting next week. It appeared that there was consensus to meet at an earlier time for planning. A 3:00 P.M. starting time for the planning session will be posted.

RECESS TO CLOSED SESSION - TO DISCUSS PERSONNEL ISSUE

20/ Moved by Commissioner Campbell, seconded by Commissioner Spreitzer to recess to discuss a personnel issue in closed session at the employee's request. Motion carried by roll call vote: Yeas - 9 votes. Nays - 1 vote. Absent - 1 vote. The meeting was recessed at 4:45 p.m.

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


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

RECONVENE/ROLL CALL

21/ Upon reconvening at 5:30 p.m. the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Thiele, Black, Jessup, Spreitzer, and Jones. Absent - Commissioners Kapenga and Campbell.

ADJOURNMENT UNTIL OCTOBER 1, 2009 AT 9:30 A.M.

22/ Moved by Commissioner McNeal, seconded by Commissioner Black to adjourn until October 1, 2009 at 9:30 a.m. The motion carried and the meeting was adjourned at 5:35 p.m.


Clerk-Register

