

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

MAY 26, 2011 SESSION

JOURNAL 60

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May 26, 2011 Planning Session

MAY 26, 2011 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 May 26, 2011, at 1:00 P.M. in accordance with the motion for adjournment of May 12, 2011, and rules of this Board; Chairman DeYoung presiding.

The invocation was offered by Chairman DeYoung.

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	- EXCUSED -	DIST #8	TOM JESSUP
DIST #3	PAUL VanECK	DIST #9	BILL SAGE
DIST #4	MARK DeYOUNG	DIST #10	JON CAMPBELL
DIST #5	DEAN KAPENGA	DIST #11	LARRY JONES
DIST #6	MAX THIELE		

COMMUNICATIONS - READ BY THE CLERK-REGISTER

2/ The Clerk noted that the resolution from Gratiot County supporting House Bills 4148, 4149 and 4150 was posted to the web and read the letter from Petra Robbert regarding the Planning Commission and the notice of meeting on June 6, 2011 at the Technical Education Center at 7:00 P.M.

MAY 12 2011 SESSION MINUTES - ADOPTED AS DISTRIBUTED

3/ Moved by Commissioner VanEck, seconded by Commissioner Kapenga to adopt the minutes of the May 12, 2011 session as distributed. Motion carried.

PUBLIC PARTICIPATION - COMMENTS

4/ Chairman DeYoung opened the meeting to public participation and the following individual offered comments:

1. Dale Harrison addressed the importance of attending the June 6, 2011 meeting addressing the future of the Kalamazoo River.

AGENDA - ADOPTED AS PRESENTED

5/ Moved by Commissioner VanEck, seconded by Commissioner Jones to adopt the meeting agenda as presented. Motion carried.

PRESENTATIONS - MISS ALLEGAN COUNTY

6/ Keisha Johnson, from Otsego, related the value of participating in the Miss Allegan County and Miss Michigan competitions.

INFORMATIONAL SESSION - CIRCUIT COURT/FRIEND OF THE COURT

7/ Mike Day, Circuit Court Administrator/Friend of the Court presented the annual report for the 48th Circuit/Family Courts and the Friend of the Court offices.

Chief Judge Margaret Zucich Bakker presented insight into the changes she has been working on to improve the Court's function in the community and best serve justice. Her initial focus has been improving the experience jurors have, quarterly meetings with local attorneys, monthly staff meetings, addressing the scheduling and adjournment policy to eliminate repeated adjournments to help the court meet the state guidelines, as well as cross training family court personnel. She is looking at a self help center/legal clinic to help those who represent themselves.

Mike Day introduced various staff and noted that the civil, criminal and domestic caseload decreased 12% in 2010 compared to 2009 and suggested that economic factors come into play. The number of self-represented litigants expand the amount of time

being spent by staff and the court to move these cases through the system. Child support collections are also going down but he drew attention to how efficiently the staff works. The number of neglect and abuse cases will be increasing as a result of the additional staff put on by Child Protective Services. Prevention services are needed. Family Court collections have been a priority and the collections efforts are working. GovPay has not only benefitted the county, but has proved to be more convenient for the public.

He stated Cheever Treatment Center budget cuts are beginning to impact the delivery of services and treatment programs. In the Weston Hall detention program, they are seeing that over half of the youth admitted are on prescribed medications and this affects the programs.

BREAK - 2:05 P.M.

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

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

9/ Moved by Commissioner Black, seconded by Commissioner Sage to adopt the report of claims and interfund transfers for May 13, 2011 and May 20, 2011 as presented. Motion carried by roll call vote: Yes - 10 votes. No - 0 votes. Absent - 1 vote.

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for May 13, 2011. 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 2011 Claims Report, Liber ____, and Commissioners' Record of Claims.

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	\$102,145.99	\$102,145.99	
Parks & Recreation Fund	\$872.88	\$872.88	
Central Dispatch/E911 fund	\$10,345.15	\$10,345.15	
Health Department Fund	\$49,880.02	\$49,880.02	

Public Improvement-Jail	\$18,057.26	\$18,057.26	
Public Improvement Fund	\$745.93	\$745.93	
Grants	\$4,995.33	\$4,995.33	
Register of Deeds Automation Fund	\$94.64	\$94.64	
Soldiers Relief Fund	\$2,675.92	\$2,675.92	
Tax Reversion	\$150.00	\$150.00	
Senior Millage	\$61.56	\$61.56	
Delinquent Tax Revolving Fund	\$36.12	\$36.12	
Child Care –Circuit/Family	\$29,605.88	\$29,605.88	
Drain Funds	\$9,759.09	\$9,759.09	
TOTAL AMOUNT OF CLAIMS	\$229,425.77	\$229,425.77	

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for May 20, 2011. 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 2011 Claims Report, Liber ___, and Commissioners' Record of Claims.

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund	\$121,057.89	\$121,057.89	
Parks & Recreation Fund	\$1,988.80	\$1,988.80	
Central Dispatch/E911 fund	\$2,558.46	\$2,558.46	
Health Department Fund	\$11,548.30	\$11,548.30	
Transportation Fund	\$47,333.19	\$47,333.19	
Public Improvement-Jail	\$38,549.20	\$38,549.20	
Palisades	\$218.45	\$218.45	
Grants	\$14,520.00	\$14,520.00	
Register of Deeds Automation Fund	\$46.82	\$46.82	
Soldiers Relief Fund	\$7,068.12	\$7,068.12	
Justice Training Fund	\$550.00	\$550.00	
Law Library	\$1,925.40	\$1,925.40	
Senior Millage	\$11.15	\$11.15	
Delinquent Tax Revolving Fund	\$26,171.82	\$26,171.82	
Child Care –Circuit/Family	\$22,616.95	\$22,616.95	
Drain Funds	\$36,937.73	\$36,937.73	
TOTAL AMOUNT OF CLAIMS	\$333,102.28	\$333,102.28	

Respectfully submitted, COMMITTEE OF FINANCE

SHERIFF'S DEPARTMENT/WAYLAND TOWNSHIP - LAW ENFORCEMENT SERVICES/VEHICLES

10/ Moved by Commissioner Black, seconded by Commissioner Kapenga to adopt both resolutions (law enforcement services & vehicles) as presented. Motion carried by roll call vote: Yes - 9 votes. No - 1 vote. Absent - 1 vote.

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

The following resolutions are approved:

SHERIFF'S DEPARTMENT/WAYLAND TOWNSHIP-LAW ENFORCEMENT AGREEMENT

10.1/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Sheriff's Department and approves the Law Enforcement Services Agreement between Allegan County and Wayland Township, as presented, for two law enforcement officers to provide additional road patrol and general law enforcement services for a term of three (3) years to begin on June 1, 2011 and ending May 31, 2014 unless a Notice of Termination is exercised as provided for in the agreement; and

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

**ALLEGAN COUNTY SHERIFF'S OFFICE
LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AGREEMENT, dated for reference purposes as of ____ (DATE) ____ between ____ (ENTITY and address) ____ (the "Entity"), the COUNTY OF ALLEGAN, Allegan County Services Building, 3283 - 122nd Avenue, Allegan, MI 49010 (the "County") and the SHERIFF OF ALLEGAN COUNTY, 112 Walnut Street, Allegan, MI 49010 (the "Sheriff") is made with reference to the following facts and circumstances:

- A. The Sheriff is the chief law enforcement officer of the Allegan County Sheriff's Office;
- B. The Sheriff and the County, through the Office, provide road patrol and general law enforcement services throughout the County, including the Entity; and
- C. The Entity wishes to purchase additional road patrol and general law enforcement services from the County and the Sheriff.

THEREFORE, IT IS AGREED;

Section 1 GENERAL AGREEMENT.

Subject to all the terms and provisions of this Agreement, the Entity, the County and the Sheriff agree that the County and the Sheriff shall, as independent contractors, provide additional road patrol and general law enforcement services (sometimes referred to collectively herein as "law enforcement services") to the Entity.

Section 2 FACILITIES, SUPPLIES AND EQUIPMENT.

The Entity shall not be obligated to provide supplies or equipment to the County or the Sheriff relative to the additional road patrol and general law enforcement services rendered to the Entity pursuant to this Agreement except any items identified hereafter in the contract.

Section 3 INDEPENDENT CONTRACTOR.

In the performance of all work, duties and obligations pursuant to this Agreement, it is mutually understood and agreed that the County and the Sheriff are and shall at all times be acting and performing as independent contractors. The Entity shall neither have nor exercise any control or direction over the methods by which the County and the Sheriff perform the work outlined in this Agreement.

The law enforcement officers rendering services to the Entity on behalf of the County and Sheriff pursuant to this Agreement shall be employees of the County and the Sheriff and, as such, the County and the Sheriff shall:

- a) pay or cause to be paid all compensation and fringe benefits of such law enforcement officers;
- b) withhold or cause to be withheld all applicable federal, state and local taxes, including without limitations FICA;
- c) make or cause to be made any and all required payments relating to such law enforcement officers, including any unemployment compensation fund payments;
- d) maintain or cause to be maintained worker's compensation fund insurance as required under Michigan law; and
- e) pay or cause to be paid required costs of continuing or additional education or training to maintain law enforcement officer licensing or certification as required by the Michigan Commission on Law Enforcement Standards

The County and the Sheriff agree that the law enforcement officers rendering services to the Entity on behalf of the County and the Sheriff pursuant to this Agreement are not employees of the Entity, and accordingly are not eligible to participate in any fringe benefit program, receive any sickness or health insurance benefits, or receive any pension or similar benefits accorded employees of the Entity.

Section 4 PERSONNEL.

All persons who provide law enforcement services to the Entity on behalf of the County and the Sheriff pursuant to this Agreement shall be and remain at all times duly qualified and shall also be certified in good standing as required by Michigan Law. Further, all such persons shall be knowledgeable of and able to enforce all applicable State and local ordinances.

The County and the Sheriff shall provide the Entity with one or more law enforcement officers who will provide the Entity with law enforcement services for the contracted hours per tour of duty. The normal schedule for the law enforcement officers on road patrol is a 14-day tour of duty that averages eighty-four (84) hours. This scheduled time includes but is not limited to road patrol, general law enforcement services, paid time off, holidays, training, meetings, call-ins, and court appearances. Such law enforcement services shall be in addition to the Entity's normal and fair share of road patrol and general law enforcement services already provided by the Sheriff and the County to the Entity. The Entity shall determine the exact amount of additional contracted law enforcement services to be provided pursuant to this Agreement, up to 84 hours per tour of duty per contracted officer. In addition, the Entity shall work with the Sheriff's designee to determine when the contracted law enforcement service shall be rendered pursuant to this Agreement.

Section 5 PRIORITY CALLS FOR SERVICE.

The Entity agrees that if the law enforcement officer must respond to a Priority call for service in the County outside the Entity, and if the Sheriff has no other available law enforcement personnel who can promptly respond to such call, the Sheriff or the Sheriff's designee may direct a law enforcement officer providing law enforcement services pursuant to this Agreement to respond to such priority calls for service.

Section 6 INSURANCE AND INDEMNIFICATION.

Each and every law enforcement officer who provides law enforcement services to the Entity on behalf of the County and the Sheriff pursuant to this Agreement shall be fully covered by every liability insurance policy maintained by the County and / or the Sheriff for any other law enforcement officer working in the Office. During the term of this Agreement, the

County and / or the Sheriff shall not terminate or reduce any such liability insurance coverage relative to each and every law enforcement officer who provides law enforcement services to the Entity pursuant to this Agreement unless ten days prior written notice of such termination or reduction is provided to the Entity. Any such termination or reduction shall be grounds for the Entity to immediately terminate this Agreement. Upon request, the County and / or Sheriff shall provide the Entity with appropriate certificates confirming the maintenance of such liability insurance coverage.

The Entity agrees to defend, indemnify, and hold the County, the Allegan County Sheriff, and their employees, agents, and assigns harmless from and against all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, without limitation, reasonable actual attorney fees, arising out of the acts or omissions (including negligence) of the Entity or its employees, agents, or officers, or arising from or out of the breach by such party of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the County, the Sheriff, or its employees.

The County, the Sheriff and the Entity shall promptly notify each other of any knowledge regarding any occurrence arising pursuant to this Agreement which may result in a claim against any of them; they shall cooperate with each other whenever any claim is filed against any of them with respect to the law enforcement services rendered pursuant to this Agreement.

Section 7 COMPENSATION.

See Schedule "A".

Section 8 TERM.

The term of this Agreement shall be three (3) years starting on _____, 2011 and ending on _____, 2014 unless a Notice of Termination is exercised as provided for in Section 10 or Section 11.

Section 9 TERMINATION BY NOTICE OR MUTUAL AGREEMENT.

The County, the Sheriff or the Entity, without cause may terminate this Agreement, at any time, upon ninety (90) days prior written notice to the other parties. In addition, this Agreement may be terminated at any time by the parties hereto on mutual agreement.

Section 10 TERMINATION FOR CAUSE.

This Agreement may be terminated by the County, the Sheriff, or the Entity, upon thirty (30) days prior written notice to the other parties, in the event one or both of the non-terminating parties fail or refuse to perform any of their duties and responsibilities under this Agreement. However, in the event a failure to perform can be remedied within thirty (30) days after such notice is given, such notice shall be null and void if the failure is in fact remedied within such thirty (30) day period.

Section 11 EFFECT 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 County, the Sheriff and the Entity 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. All equipment belonging to the County shall revert to the County's possession as defined in Schedule A of this agreement.

Section 12 MISCELLANEOUS.

- a) This Agreement and all rights and obligations hereunder shall be non-assignable unless all parties agree in writing to such assignment. This Agreement shall inure to the benefits of and be binding upon the parties hereto and their respective permitted assignees and successors.
- b) All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties hereto from time to time; further, such notices and documents may be served or transmitted in person or by ordinary or certified mail documents properly addressed with sufficient postage.

- c) This Agreement has been executed in the State of Michigan and shall be governed by Michigan Law. The parties agree that the proper forum and venue for litigation arising out of the Agreement is in Allegan County, Michigan.
- d) The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- e) If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, executed in multiple counterparts, all of which together shall be deemed to be one contract.
- f) This Agreement represents the entire understandings and agreements between the parties hereto and all prior understandings and agreements are specifically merged herein.
- g) This Agreement shall not be changed, modified or discharged orally, but only in a written document, signed by the parties, against whom enforcement of the change, modification or discharge is sought. Any exhibits now or hereafter attached hereto are incorporated by reference as though fully stated herein.

Section 13 ADDITIONAL CONTRACTED HOURS.

The Entity reserves the right to utilize additional contracted hours, as needed and as agreed to by the Entity and the Sheriff. It is agreed that overtime and any other related expenses generated to serve the Entity for special events that occur outside of the normal course of law enforcement activity shall be fully paid for by the Entity. Such additional expenses relating to overtime will be included on the invoice issued by the County during the billing cycle immediately following the accrual of the overtime.

Section 14 DEFINITION.

Whenever in this Agreement there is a reference to the employees of the County and / or the Sheriff, such reference shall be deemed to also include all agents and independent contractors thereof.

INWITNESS WHEREOF, the parties hereto have executed this Agreement.

ENTITY

COUNTY OF ALLEGAN

By _____
Its Supervisor

By _____
Its Board Chairman

By _____
Its Clerk

By _____
Its Sheriff

Schedule "A"

Hourly Rate - 2011	25.76
Annual Regular Hours	2,184
Annual Salary	56,259.84

		Township	County
	Total Cost	Commitment	Contribution
Wages	56,259.84	42,194.88	14,064.96
Overtime @ 50 hrs	1,932.00	1,449.00	483.00
Holiday Overtime	2,782.08	2,086.56	695.52
Holiday Pay	1,854.72	1,391.04	463.68
Total Compensation	62,828.64	47,121.48	15,707.16
FICA	4,806.39	3,604.79	1,201.60
WC	1,991.67	1,493.75	497.92
H/D/V	19,091.00	14,318.25	4,772.75
Life Ins.	46.00	34.50	11.50
Disability	509.00	381.75	127.25
Retirement	12,697.67	9,523.25	3,174.42
Longevity	400.00	300.00	100.00
Liability Ins.	300.00	225.00	75.00
Total Fringes	39,841.73	29,881.30	9,960.43
Uniforms/Training	500.00	375.00	125.00
Administrative Cost	-	-	-
Total Cost Per Year	103,170.37	77,377.78	25,792.59
Monthly Rate	8,597.53	6,448.15	2,149.38
Percent of Total Cost		75%	25%

SHERIFF'S DEPARTMENT/WAYLAND TOWNSHIP-LEASE OF VEHICLE AGREEMENT

10.2/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Sheriff's Department and approves the Lease of Vehicle Agreement between Allegan County and Wayland Township, as presented, to lease a vehicle to be used to provide road patrol and general law enforcement services for a term of two (2) years to begin on June 1, 2011 and ending May 31, 2013 unless a Notice of Termination is exercised as provided for in the agreement; and

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

**ALLEGAN COUNTY SHERIFF'S OFFICE
AGREEMENT FOR LEASE OF VEHICLE**

THIS AGREEMENT, dated for reference purposes as of _____ (date) between _____ (Entity and address) (the "Entity"), the COUNTY OF ALLEGAN, Allegan County Services Building, 3283 – 122nd Avenue, Allegan, MI 49010 (the "County") and the SHERIFF OF ALLEGAN COUNTY, 112 Walnut Street, Allegan, MI 49010 (the "Sheriff") is made with reference to the following facts and circumstances:

- A. The Sheriff is the chief law enforcement officer of the Allegan County Sheriff's Office;
- B. The Sheriff and the County, through the Office, provide road patrol and general law enforcement services throughout the County, including the Entity; and
- C. The Entity wishes to lease a vehicle for the purpose of providing additional law enforcement services.

THEREFORE, IT IS AGREED;

Section 1 GENERAL AGREEMENT.

Subject to all the terms and provisions of this Agreement, the Entity, the County and the Sheriff agree that the County and the Sheriff shall, lease a vehicle to the Entity, and the Entity agrees to lease from the County, the vehicle and equipment described in Schedule A of this contract, and the County shall agree to provide certain equipment as described in Schedule A of this contract at the County's expense.

Section 2 DELIVERY AND ACCEPTANCE OF THE VEHICLE.

Acceptance of the vehicle and related equipment occurs upon delivery. Upon receipt of the vehicle, the Entity agrees to inspect it and verify by telephone or in writing such information as the County may require.

Section 3 TITLE.

The County is the owner of and has title to the vehicle and any related equipment listed in Schedule A of this agreement. Any modifications, additions, or deletions to the vehicle or its equipment must be approved in writing by the County prior to the modifications, additions or deletions being made.

Section 4 RENT AND SECURITY DEPOSIT.

Payments are due monthly upon receipt of an invoice from the County. Costs will be invoiced according to the provisions of Schedule A. No security deposit is required.

Section 5 USE AND MAINTENANCE.

The leased patrol car will be driven and used only by Allegan County Sheriff's Office personnel and no other persons shall drive or operate the leased patrol car. The deputy assigned to the patrol car may operate the patrol car outside of the boundaries of the contracting Entity. The deputy assigned to the patrol car may also drive the vehicle to and from work, as well as to and from court hearings, administrative hearings, department meetings, training sessions, and other locations as authorized by the Sheriff. Any use of the leased patrol car that is not in accordance with the proper use as defined by this section will be deemed as improper use. All maintenance and repairs, scheduled and unscheduled, and any related insurance costs including premiums and deductibles will be paid for by the County, and the Entity will not be responsible for any bills or expenses relating to these charges.

Section 6 INSPECTION OF PATROL CAR.

The County reserves the right to inspect the patrol car at any time without prior consent of the Entity.

Section 7 LOSS OR DAMAGE.

In the event that the leased patrol car becomes inoperable due to collision damage or mechanical breakdown, the County agrees to provide a suitable substitute or replacement car for use by the contract deputy, at the County's sole expense. The County shall bear the risk of any loss or damage to the patrol car.

Section 8 INSURANCE.

As described in Section 5 of this agreement, the County shall be responsible for insurance costs of the vehicle, including premiums and deductibles.

Section 9 INDEMNITY.

The County is not responsible for any losses or injuries caused by the improper use of the leased patrol car. The Entity shall hold the County harmless against any claims or judgments related to improper use of the vehicle as defined by Section 5 of this contract.

The Entity agrees to defend, indemnify, and hold the County, the Allegan County Sheriff, and their employees, agents, and assigns harmless from and against all claims, damages, fines, judgments, penalties, costs, liabilities or losses, including, without limitation, reasonable actual attorney fees, arising out of the acts or omissions (including negligence) of the Entity or its employees, agents, or officers, or arising from or out of the breach by such party of its obligations under this Agreement. Such responsibility shall not be construed as a liability for damage caused by or resulting from the sole negligence of the County, the Sheriff, or its employees.

The County, the Sheriff and the Entity shall promptly notify each other of any knowledge regarding any occurrence arising pursuant to this Agreement which may result in a claim against any of them; they shall cooperate with each other whenever any claim is filed against any of them with respect to the law enforcement services rendered pursuant to this Agreement.

Section 10 ASSIGNMENT.

The Entity shall not transfer this lease or the rights thereof to any other entity.

Section 11 DEFINITION.

Whenever in this Agreement there is a reference to the employees of the County and / or the Sheriff, such reference shall be deemed to include also all agents and independent contractors thereof.

Section 12 TERM.

The term of the Agreement shall be two (2) years starting on _____, 2011 and ending on _____, 2013 unless a Notice of Termination is exercised as provided for in Section 13 or Section 14.

Section 13 TERMINATION BY NOTICE OR MUTUAL AGREEMENT.

The County, the Sheriff or the Entity, without cause or reason may terminate this Agreement at any time upon ninety (90) days prior written notice to the other parties. In addition, this Agreement may be terminated at any time by the parties hereto upon mutual agreement.

Section 14 TERMINATION FOR CAUSE.

The Agreement may be terminated by the County, the Sheriff, or the Entity, upon thirty (30) days prior written notice to the other parties, in the event one or both of the non-terminating parties fail or refuse to perform any of their duties and responsibilities under this Agreement. However in the event a failure to perform can be remedied within thirty (30) days after such notice is given; such notice shall be null and void if the failure is in fact remedied within such thirty (30) day period.

Section 15 EFFECT 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 County, the Sheriff and the Entity 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.

Section 16 MISCELLANEOUS.

- a) This Agreement shall inure to the benefits of and be binding upon the parties hereto and their respective permitted assignees and successors.
- b) All notices and other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on Page 1 of this Agreement or such other address or addresses as shall be specified by the parties hereto from time to time; further, such notices and documents may be served or transmitted in person or by ordinary or certified mail documents properly addressed with sufficient postage.

- c) This Agreement has been executed in the State of Michigan and shall be governed by Michigan Law. The parties agree that the proper forum and venue for litigation arising out of the Agreement is in Allegan County, Michigan.
- d) The waiver by any party hereto of a breach or violation of any provision of this Agreement shall not be a waiver of any subsequent breach or violation of the same or any other provision of this Agreement.
- e) If any section or provision of this Agreement is unenforceable for any reason, the unenforceability thereof shall not impair the remainder of this Agreement, which shall remain in full force and effect. It is contemplated that this Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one contract.
- f) This Agreement represents the entire understanding and agreement between the parties hereto and all prior understandings and agreements are specifically merged herein.
- g) This Agreement shall not be changed, modified or discharged orally, but only in a written document, signed by the parties, against whom enforcement of the change, modification or discharge is sought. Any exhibits now or hereafter attached hereto are incorporated by reference as though fully stated herein.

Schedule "A"

2008 Car Estimate	Depreciation			Ownership		Depreciation Accumulated Depreciation		
	Total Costs	Years	Cost per Year	Township	County	Years	Township	County
Ford Police Sedan*	21,382.00	5	4,276.40	21,382.00		5	4,276.40	-
Graphics	400.00	5	80.00	400.00		5	80.00	-
Equipment Installation	950.00	5	190.00	950.00		5	190.00	-
Screen	450.00	5	90.00	450.00		5	90.00	-
Overheads	2,100.00	5	420.00	1,100.00	1,000.00	5	220.00	200.00
Console	330.00	5	66.00	330.00		5	66.00	-
Police Radio - from Previous vehicle	-	5	-	-		5	-	-
Mobile Data Terminal - from Previous vehicle	5,700.00	3	1,900.00		5,700.00	3	-	1,900.00
Siren Driver - from Previous vehicle	-	5	-	-		5	-	-
Siren Speaker	160.00	5	32.00	160.00		5	32.00	-
Q Switch - from Previous vehicle	-	5	-	-		5	-	-
Flashbacks - from Previous vehicle	-	5	-	-		5	-	-
Stop Sticks - from Previous vehicle	-	5	-	-		5	-	-
P B T - from Previous vehicle	-	5	-	-		5	-	-
Shoulder Weapon - from Previous vehicle	-	5	-	-		5	-	-
Shoulder Weapon Rack - from Previous vehicle	-	5	-	-		5	-	-
Misc Trunk Equipment - from Previous vehicle	-	5	-	-		5	-	-
Radar - from Previous vehicle	-	5	-	-		5	-	-
Headlight Flasher - from Previous vehicle	-	5	-	-		5	-	-
Gun Lock	220.00	5	44.00	220.00		5	44.00	-
Push Bar Kit	250.00	5	50.00	250.00		5	50.00	-
Push Bar Wrap	200.00	5	40.00	200.00		5	40.00	-
Map Light	60.00	5	12.00	60.00		5	12.00	-

TOTAL (1 CAR)** 32,202.00 7,200.40 25,502.00 6,700.00 5,100.40 2,100.00

Gas. Oil / 20,000 miles/year @ 10 MPG x \$3.50 per gal = 7,000.00 7,000.00

Credit on value of old patrol vehicle - \$1,750
 - \$1,750/5 years (350.00) (350.00)

Vehicle R & M		5	1,200.00	1,200.00
Year 1	400.00			
Year 2	800.00			
Year 3	1,200.00			
Year 4	1,600.00			
Year 5	2,000.00			
Repairs & Maintenance	<u>6,000.00</u>			

Total Vehicle Cost/Year 15,050.40 12,950.40 2,100.00

Monthly Payment Due **\$ 1,079.20**

*Projected car life is 5 yrs @20,000 miles/year

TREASURER - GOVERNMENT PAYMENT SERVICES AGREEMENT

11/ Moved by Commissioner VanEck, seconded by Commissioner Kapenga to set this resolution on the June 9, 2011 action portion of the agenda. Motion carried by roll call vote: Yes - 10 votes. No - 0 votes. Absent - 1 vote.

EMERGENCY MANAGEMENT--FEMA FY 2011 GRANT PROGRAM APPLICATION

12/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Sheriff's Department and Emergency Management to submit an FY 2011 Emergency Operations Center Program application to the Federal Emergency Management Agency (FEMA) for funds to be used to move the Emergency Operation Center from the Central Dispatch building to the proposed Sheriff's Department-Jail complex; and

BE IT ALSO RESOLVED that the application for grant funding does not obligate the County to accept the funds, or to fund any building or renovation projects; and

BE IT FURTHER RESOLVED that any building or renovation projects must be approved by the Board of Commissioners; and

BE IT FINALLY RESOLVED that the Board Chairman and/or the County Administrator are authorized to sign the necessary documents on behalf of the County.

Moved by Commissioner VanEck, seconded by Commissioner Burns to immediately authorize Scott Corbin to work with the Administrative Team to make application for funding and if funds are awarded, to bring the award to the Board for acceptance. Motion carried by roll call vote: Yes - 8 votes. No - 2 votes. Absent - 1 vote.

Y	TERRY BURNS	Y	DON BLACK
	STEVE McNEAL	N	TOM JESSUP
Y	PAUL VanEck	N	BILL SAGE
Y	MARK DeYOUNG	Y	JON CAMPBELL
Y	DEAN KAPENGA	Y	LARRY JONES
Y	MAX THIELE		

BUDGET AND FINANCE - GOALS AND OBJECTIVES

13/ Finance Director, David Van de Roovaart encouraged board members to read the information from the departments and if there are any questions, please contact him.

WEMET - ALLEGAN COUNTY METH STATISTICS

14/ Commissioner Campbell presented the statistics he received from WEMET regarding the meth labs, dumpsites, etc. since 2009. Clean-up issues will not be going away any time soon and we need to be looking at how to handle this. There was general consensus to have the Administrator put together a meeting with the various stakeholders (Sheriff, WEMET, MSP, Prosecutor, Health Department, etc.) to see if resolution of this issue can be reached. We currently have bills relating to clean-up of at least 1 site, so we need to find a resolution.

PLANNING COMMISSION ELECTION - EXTEND TERMS OF OFFICE

15/ Moved by Commissioner VanEck, seconded by Commissioner Jones to extend the terms of the following members of the Planning Commission from June 8, 2011 until July 31, 2011:

P. Thomas Vogeler, 234 Deer Run Dr., Plainwell, MI 49080
 Kelle Tobolic, 623 S. Locust, Wayland, MI 49348
 Terry Burns, 1037 Maple, Apt. 5, Saugatuck, MI 49453
 Fritz Spreitzer, 1244 Turkey Lane, Allegan, MI 49010

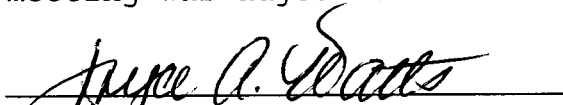
Motion carried and said terms are extended.

PUBLIC PARTICIPATION - NO COMMENTS

16/ Chairman DeYoung opened the meeting to public participation and as there were no comments from the public, he declared the meeting closed to public participation.

ADJOURNMENT UNTIL JUNE 9, 2011 AT 1:00 P.M.

17/ Moved by Commissioner VanEck, seconded by Commissioner Burns to adjourn until June 9, 2011 at 1:00 P.M., with a meeting in the Spartan Room at 10:30 A.M. The motion carried and the meeting was adjourned at 3:45 P.M.


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