

ALLEGAN COUNTY BOARD OF COMMISSIONERS

INDEX

MARCH 24, 2011 SESSION

JOURNAL 60

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March 24, 2011 Session

**MARCH 24, 2011 PLANNING 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 24, 2011, at 9:30 A.M. in accordance with the motion for adjournment of March 10, 2011, and rules of this Board; Chairman DeYoung presiding.

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

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

DIST #1	TERRY BURNS	DIST #7	DON BLACK
DIST #2	STEVE McNEAL	DIST #8	TOM JESSUP
DIST #3	PAUL VanECK	DIST #9	BILL SAGE
DIST #4	MARK DeYOUNG	DIST #10	JON CAMPBELL
DIST #5	DEAN KAPENGA [Left 3:05 PM]	DIST #11	LARRY JONES
DIST #6	MAX THIELE		

**PUBLIC PARTICIPATION - NO COMMENTS**

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

**AGENDA - ADOPTED AS PRESENTED**

3/ Chairman DeYoung asked if there were any additions or corrections to the meeting agenda. None were offered.

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

**DISCUSSION:**

**JAIL FINANCIALS**

4/ Administrator Rob Sarro reviewed the process relating to jail construction and the decisions made to date. He referenced the two plans before the Board; Plan 74 and Plan 75. and reviewed the 4 basic options which range from building now and financing the debt to holding off building for 5 years or longer and save up before beginning to build and/or a mix of these options.

**BREAK - 10:20.A.M.**

5/ Upon reconvening at 10:31 A.M., the following Commissioners were present: Commissioner Burns, McNeal, VanEck, DeYoung, Kapenga, Thiele, Black, Jessup, Sage, Campbell and Jones.  
Absent - None.

**DISCUSSION CONTINUED:**

6/ Discussion of the various options available covered quite a range. There was clarification that the funding for building comes from a different source than the funding for county operations. Therefore, it is not accurate to say that if we proceed with building, we would be causing layoffs. One must consider that there will be layoffs next year regardless of whether or not we proceed with this project. The real question is whether or not waiting to begin building would be cost effective.

**PURSUE PLAN #74**

7/ There was consensus to have the Administrator draft a resolution to consider this afternoon.

Moved by Commissioner Campbell, seconded by Commissioner Jones to go ahead with design #74. Motion carried by roll call vote: Yes - 11 votes. No - 0 votes. Absent - 0 votes.

## PUBLIC PARTICIPATION - COMMENTS

8/ Chairman DeYoung opened the meeting to public participation and the following individual offered comment:

1. Blaine Koops commended the Board for the diligence and hard work they have done on these issues.

## ADJOURNMENT UNTIL APRIL 7, 2011 AT 9:30 A.M.

9/ Moved by Commissioner Thiele, seconded by Commissioner VanEck to adjourn until April 7, 2011 at 9:30 A.M. The motion carried and the meeting was adjourned at 12:04 P.M.

## R E C E S S

## MARCH 24, 2011 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL

10/ 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 24, 2011, at 1:00 P.M. in accordance with the motion for adjournment of March 10, 2011, and rules of this Board; Chairman DeYoung presiding.

The invocation was offered by District 2 Commissioner McNeal.

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

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

DIST #1 TERRY BURNS	DIST #7 DON BLACK
DIST #2 STEVE McNEAL	DIST #8 TOM JESSUP
DIST #3 PAUL VanECK	DIST #9 BILL SAGE
DIST #4 MARK DeYOUNG	DIST #10 JON CAMPBELL
DIST #5 DEAN KAPENGA	DIST #11 LARRY JONES
DIST #6 MAX THIELE	

**COMMUNICATIONS - POSTED ON THE WEBSITE**

11/ The Clerk noted that the following communications were received from Bay County and posted on the website:

1. Resolution regarding the health care system.
2. Resolution regarding taxing senior's pensions.

Commissioner McNeal reported that he had received communication from Dale Cook asking to withdraw his name for consideration for election to the Mental Health Board.

**MARCH 10, 2011 SESSION MINUTES - ADOPTED AS DISTRIBUTED**

12/ Moved by Commissioner VanEck, seconded by Commissioner Kapenga to adopt the minutes of the March 10, 2011 session as distributed. Motion carried.

**PUBLIC PARTICIPATION - NO COMMENTS**

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

**AGENDA - ADDITIONS**

14/ Chairman DeYoung asked if there were any additions or changes to the agenda. Commissioner Campbell asked to add the jail issue as discussion item 6.

Moved by Commissioner Campbell, seconded by Commissioner VanEck to approve the changes to the meeting agenda as requested. Motion carried by roll call vote: Yeas - 11 votes. Nays - 0 votes. Absent - 0 votes.

**AGENDA - ADOPTED AS AMENDED**

15/ Moved by Commissioner Campbell, seconded by Commissioner VanEck to adopt the meeting agenda as amended. Motion carried.

## CONSENT AGENDA - ADOPTED

16/ Moved by Commissioner VanEck, seconded by Commissioner Burns to adopt the Consent agenda as presented. Motion carried by roll call vote: Yes - 11 votes. No - 0 votes. Absent - 0 votes.

The following resolutions are adopted:

## FINANCE COMMITTEE - CLAIMS &amp; INTERFUND TRANSFER

16.1/

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,  
Your committee on Finance has authorized the following claims for March 4, 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	86,341.24	86,341.24	
Parks & Recreation Fund	1,787.80	1,787.80	
Central Dispatch/E911 fund	2,136.84	2,136.84	
Friend of the Court fund	166.25	166.25	
Health Department Fund	3,859.61	3,859.61	
Transportation Grant	29,099.46	29,099.46	
Palisades Emergency Planning Facility	381.82	381.82	
Local Corrections Officers Training	2,637.57	2,637.57	
Grants	15,074.79	15,074.79	
Social Welfare Fund	14,938.51	14,938.51	
Child Care -Circuit/Family	33,570.38	33,570.38	
Soldiers Relief Fund	19,395.67	19,395.67	
Senior Millage	604.94	604.94	
Delinquent Tax Revolving Fund	496.28	496.28	
Self-Insurance Fund	723,284.77	723,284.77	
<b>TOTAL AMOUNT OF CLAIMS</b>	<b>933,775.93</b>	<b>933,775.93</b>	

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,  
Your committee on Finance has authorized the following claims for March 11, 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	\$103,454.69	\$103,454.69	
Parks & Recreation Fund	\$263.98	\$263.98	
Central Dispatch/E911 fund	\$6,146.20	\$6,146.20	
Register of Deeds Automation Fund	\$370.75	\$370.75	
Health Department Fund	\$48,585.56	\$48,585.56	
Transportation Grant	\$13.00	\$13.00	

Grants	\$1,000.00	\$1,000.00	
Child Care –Circuit/Family	\$27,735.82	\$27,735.82	
Tax Reversion	\$2,424.20	\$2,424.20	
Senior Millage	\$67,396.98	\$67,396.98	
Drain Funds	\$10,881.51	\$10,881.51	
Self-Insurance Fund	\$704,387.30	\$704,387.30	
<b>TOTAL AMOUNT OF CLAIMS</b>	<b>\$972,659.99</b>	<b>\$972,659.99</b>	

Respectfully submitted, COMMITTEE OF FINANCE

HONORABLE BOARD OF COMMISSIONERS OF ALLEGAN COUNTY,

Your committee on Finance has authorized the following claims for March 18, 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	\$103,489.62	\$103,489.62	
Friend of the Court Fund	\$147.25	\$147.25	
Central Dispatch/E911 fund	\$35,580.71	\$35,580.71	
Register of Deeds Automation Fund	\$1,706.81	\$1,706.81	
Health Department Fund	\$32,003.33	\$32,003.33	
Transportation Grant	\$21,317.20	\$21,317.20	
Palisades Emergency Planning Facility up	\$50.00	\$50.00	
Drug Law Enforcement Fund-Prosecutor	\$116.62	\$116.62	
Justice Training Fund—P.A. 302, 1982	\$139.10	\$139.10	
CDBG Loan Repayment	\$500.00	\$500.00	
Grants	\$8,243.95	\$8,243.95	
Fillmore TWP	\$453.20	\$453.20	
Child Care –Circuit/Family	\$27,756.79	\$27,756.79	
Tax Reversion	\$154.11	\$154.11	
Senior Millage	\$200.00	\$200.00	
Drain Funds	\$25,148.44	\$25,148.44	
Self-Insurance Fund	\$946.26	\$946.26	
<b>TOTAL AMOUNT OF CLAIMS</b>	<b>\$257,953.39</b>	<b>\$257,953.39</b>	

Respectfully submitted, COMMITTEE OF FINANCE

**BUDGET AND FINANCE—LCC PUBLIC ACT 2 (PA2) FY2011 ALLOCATIONS**

16.2/ BE IT RESOLVED, that the Allegan County Board of Commissioners hereby approves the request from the Budget and Finance Department to approve the Lakeshore Coordinating Council (the coordinating agency), 324 Washington Street, Grand Haven, Michigan, 49417, FY2011 (October 1, 2010, through September 30, 2011) PA2 Funding Allocations as presented for treatment services to include an "Out-of-Region" funding pool not to exceed \$20,000.00 to cover specialty services such as detox,



inpatient and residential treatment services, in addition to the following program allocations:

- 1.) Sylvia's Place, P.O. Box 13, Allegan, MI 49010  
License #030023 (not to exceed \$10,000.00)
- 2.) Allegan County Community Mental Health, 3285 122<sup>nd</sup>  
Ave., Allegan, MI 49010 License #030021  
(not to exceed \$85,000.00)
- 3.) Pathways, MI, 412 Century Lane, Holland, MI 49423  
License #700016, #030024, and #700027  
(not to exceed \$10,000.00)
- 4.) OAR, Inc.  
-Chester A. Ray, 231 Washington St., Holland, MI 49423  
License #700003 (Residential)  
-Harbor House, 377 Lincoln St., Holland, MI 49423  
License #700061 (Residential)  
-O.A.R., Inc., 108 Chestnut, Allegan, MI 49010  
License #030036; (Outpatient & Intensive Outpatient)  
(not to exceed \$95,000.00)
- 5.) Methamphetamine Jail Diversion Program  
(not to exceed \$60,000.00)

Moved by Commissioner Thiele, seconded by Commissioner VanEck to adopt this resolution as presented. Motion carried by roll call vote: Yes - 11 votes. No - 0 votes. Absent - 0 votes.

#### **ADMINISTRATION-ANIMAL SHELTER SERVICES AGREEMENT**

17/ BE IT RESOLVED that the Allegan County Board of Commissioners hereby approves the Animal Shelter Services Agreement with Wishbone Pet Rescue Alliance, P.O. Box 775, Saugatuck MI, 49453 for services as outlined in the attached contract; and

BE IT FURTHER RESOLVED that the Board Chairman and/or 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 Thiele to adopt the resolution as presented. Motion carried by

roll call vote: Yes - 10 votes. No - 1 vote. Absent - 0 votes.

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

### ANIMAL SHELTER SERVICES AGREEMENT

This Animal Shelter Services Agreement ("Agreement") is made by and between Allegan County, 3283 122<sup>nd</sup> Avenue, Allegan, Michigan 49010 ("County") and Wishbone Pet Rescue Alliance ("Contractor") and sets forth the terms and conditions mutually agreed upon by the parties as follows:

#### 1. Contractor Services

The Contractor will provide to the County the services, and products and supplies relating to the services, described in the County's Request for Proposal (attached to this Agreement as Exhibit "A"), subject to the terms and conditions set forth in Exhibit "A."

The Contractor warrants to the County that the services to be provided under this Agreement will be of the kind and quality that meet generally accepted standards and will be performed by qualified personnel. The Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement will be of acceptable quality and quantity to the County.

#### 2. Payment

The County will pay the Contractor for the services described in Section 1 of this Agreement the amount of \$4,075.00 per month. This represents an annual total of \$48,900.00. Payment will be subject to the terms and conditions set forth in Exhibit "A."

The County of Allegan is exempt from Federal Excise Tax and Michigan Sales Tax and same shall not be charged to the County.

#### 3. Term of Agreement

The term of this Agreement is from March 25, 2011 through March 25, 2014, unless terminated earlier in accordance with Section 16 of this Agreement.

#### 4. Insurance Requirements

The Contractor will maintain at its own expense during the term of this Agreement all of the insurance coverage described in Exhibit "A," subject to the terms and conditions set forth in Exhibit "A."

Insurance companies, named insureds and policy forms will be subject to the approval of the County. Such approval will not unreasonably withheld. Insurance policies will not contain endorsements or policy conditions which reduce coverage provided to the County. The Contractor will be responsible to the County for all costs resulting from both financially unsound insurance companies selected by the Contractor and their inadequate insurance coverage.

The Contractor will furnish the County with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County. No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the County. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately. The Contractor will furnish the County with certification of insurance evidencing the required coverage and endorsements at least 10 business days prior to commencement of services under this Agreement. Certificates will provide for 30-day written notice to the certificate holder of cancellation of coverage.

5. Performance and Payment Bonds

The Contractor will provide all performance and payment bonds that may be required by Exhibit "A," subject to the terms and conditions set forth in Exhibit "A."

6. Reporting and Review

The Contractor will report to the County as described in Exhibit "A" and also upon request, and will cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All reports made in connection with the Contractor's services are subject to review and final approval by the County. The County may review and inspect the Contractor's activities during the term of this Agreement. Should it be required that County personnel travel outside of the County to conduct such review or inspection, all costs of such travel shall be paid by the Contractor. When applicable, the Contractor will submit written reports to the County. All documents submitted by the Contractor must be dated and bear the Contractor's name. After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports or insurance policies.

7. Indemnification

To the extent authorized by the constitution and the laws of the State of Michigan, the Contractor will protect, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, or from loss or damage to any property, in connection with or in any way incident to or arising out of any negligent act or omission of the Contractor, or its agents or employees, pertaining to the Contractor's activities and obligations under this Agreement.

To the extent authorized by the constitution and the laws of the State of Michigan, the County will protect, defend and indemnify the Contractor and its agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, or from loss or damage to any property, in connection with or in any way incident to or arising out of any negligent act or omission of the County, or its agents or employees, pertaining to the County's activities and obligations under this Agreement.

8. Independent Contractor

The parties agree that the Contractor is an independent contractor. The Contractor and its employees will in no way be deemed, nor hold themselves out to be, an employee, agent or joint venture partner of the County for any purpose, and will not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity pay. The Contractor will be responsible for withholding and payment of all applicable taxes, including income and social security and unemployment taxes, to the proper federal, state and local governments, and maintaining the required workers' compensation insurance, in connection with services rendered by its employees pursuant to this Agreement, and agrees to protect, defend and indemnify the County against such liability.

9. Subcontracting

The Contractor will provide all services covered by this Agreement and will not subcontract, assign or delegate any of the services without written authorization from the County.

10. Default

In the event of default by the Contractor, the County may procure the products or services from other sources and hold the Contractor responsible for any excess costs incurred, in addition to all other available remedies.

11. Endorsement Prohibition

The Contractor may not use in any form or medium the name of the County, or supportive documentation or photographs of County projects, facilities, equipment or employees, for public advertising or promotional purposes unless authorized in writing by the County.

12. County Employees

The Contractor will not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

13. Compliance with Laws

The Contractor will comply with all federal, state and local laws, including, but not limited to, all applicable OSHA/MIOSHA requirements, copyright and patent laws, and the Americans with Disabilities Act. The Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by the Contractor.

14. Conflicts of Interest

The Contractor promises that it has no interest which would conflict with the performance of services required by this Agreement. If a possible conflict of interest arises, the Contractor will immediately inform the County regarding same.

15. Nondiscrimination

The Contractor will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. The Contractor, as required by law, will not discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor legally prohibited by applicable law.

16. Termination of Agreement

Either party may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving 60 days' written notice to the other party. The County may terminate this Agreement effective immediately upon breach of this Agreement by the Contractor.

17. Confidentiality

The Contractor acknowledges that during the performance of services under this Agreement, it or its personnel may become aware of or receive confidential information relating to or kept by the County, and therefore the Contractor agrees that all such information will be kept confidential and will not be disclosed without the written authorization of the County.

18. Contractor Personnel

Employees of the Contractor will be subject to any screening requirements set forth in Exhibit "A." At a minimum, employees of the Contractor will be subject to an approved criminal background check prior to entering County property.

19. Amendment

No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the both parties.

20. Binding Effect

This Agreement will be binding upon and inure to the benefit of the Contractor and the County and their respective legal representatives, successors and authorized assigns.

21. Waiver

No provision of this Agreement will be deemed waived and no breach excused, unless such waiver or consent will be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach of the other party, whether express or implied, will not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

22. Counterparts

This Agreement may be executed simultaneously in one or more counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument.

23. Invalid Provisions

If any provision of this Agreement is held to be invalid, it will be considered to be deleted, and the remainder of the Agreement will not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement will be considered to have terminated as of the date on which the provision was declared invalid.

24. Section Titles

These titles of the sections set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.

25. Choice of Law and Forum

This Agreement will be governed by and interpreted according to the laws of the State of Michigan. The parties agree that the proper forum and venue for litigation arising out of this Agreement is in Allegan County, Michigan.

26. Entire Agreement

This Agreement, which includes and incorporates Exhibit "A," contains all the terms and conditions agreed upon by the parties, and no other negotiations, representations, understandings or agreements, written, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind the parties in any way.

ALLEGAN COUNTY

By: \_\_\_\_\_  
Its:

Date: \_\_\_\_\_

WISHBONE PET RESCUE ALLIANCE

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
Specifications

**1.0 INTRODUCTION:**

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- 1.1 Allegan County Animal Shelter shall operate under the direct responsibility and oversight of the Allegan County Health Department.
- 1.2 The County has an Animal Control Ordinance that shall impact the operations of shelter management and operational services referenced herein. The County shall review said ordinance and consider changes necessary to remain consistent with the provisions of the contract.
- 1.3 All policies, procedures, programs relating to the Allegan County Animal Shelter facility and/or operations developed by the contractor in carrying out the duties of this contract shall be considered County policy and subject to approval by the County. Contractor shall adhere to said policies.

- 1.4 Contractor shall carry out the duties of this contract consistent with the Michigan Department of Agriculture animal shelter guidelines.

## **2.0 SCOPE OF SERVICES:**

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### **2.1 Management of Staff and Volunteers**

- 2.1.1 The contractor shall provide paid staff and volunteers to manage all aspects of shelter operations. This shall consist of hiring, terminating, training, scheduling hours of work, and establishing policies and procedures pertaining to employees and volunteers.
- 2.1.2 All staff and volunteers may be subject to criminal and/or financial background check(s) at the County's discretion. The County reserves the right to deny scheduling hours of work within and/or in addition to hours of operation set by the County.
- 2.1.3 The contractor shall work directly with the Sheriff's department regarding inmate workers and debt crew services.
- 2.1.4 The contractor shall provide direction and supervision to its employees, volunteers, and inmate workers with regard to animal handling and cleaning procedures.
- 2.1.5 The contractor shall develop a documented orientation/training procedure subject to County approval.
- 2.1.6 The contractor shall develop a schedule for the use of inmate workers and debt crew services subject to the approval of the Sheriff's Department.
- 2.1.7 The contractor may request removal of a trustee by the Sheriff Department from the site with sufficient reason. The Sheriff's Department shall have final authority over the placement and/or removal of individuals from inmate worker and debts programs.
- 2.1.8 The County, at its discretion, shall provide technology related equipment and services to the contractor. The use of said equipment and services are subject to the County's "Acceptable Use Policy."
- 2.1.9 The contractor shall work and coordinate with both paid and volunteer veterinary doctors and technicians in providing service to the animals in the animal shelter.
- 2.1.10 The contractor may provide veterinary services to the shelter at its own expense; however, services shall be consistent with County policy.

### **2.2 Management of Budget and Finances**

- 2.2.1 The contractor shall work with the County in creating an annual budget for the operation of the facility. This may include expenditures for capital equipment and services funded through public donations, fees, and other sources.
- 2.2.2 The contractor shall manage expenditures for all supplies for daily shelter operations and animal care.
- 2.2.3 The contractor shall schedule and manage all services offered in the animal shelter. This includes, but is not limited to, collecting the appropriate fees from the public and properly recording them in the County's financial system.
- 2.2.4 The contractor shall develop policies and procedures for any funds received (i.e. fees, donations, etc.) in connection with the operations of the animal shelter, subject to the County's approval.

- 2.2.5 The contractor shall cooperate with the County or its designee in the County's performance of annual audit of the all operations being provided in the animal shelter.

### **2.3 Management of Animal Population**

- 2.3.1 The contractor shall be responsible for all aspects of maintaining the health and population of animals within the County shelter in accordance with the Michigan Department of Agriculture Guidelines.
- 2.3.2 The contractor shall develop policies and procedures pertaining to health management, animal handling, euthanasia, public adoptions and facility cleaning subject to approval of the County.
- 2.3.3 The contractor shall manage and maintain the necessary medical treatments for the animals in the shelter including the necessary space for recovery.
- 2.3.4 Animals determined by the County to pose a safety or health risk and/or have been required by court order or state law to be euthanize, shall be euthanized by the contractor within the timeframe directed by the County.
- 2.3.5 The contractor shall provide adequate space at all times for incoming animals. In order to provide adequate time to prepare for a seizure of multiple animals, the Animal Control Officer shall notify the Shelter Manager 48-72 hours in advance of the seizure.
- 2.3.6 Public complaints and calls for assistance regarding Animal Control shall be managed by the Sheriff's Department, including calls for potentially rabid animals requiring handling and shipping for testing.

### **2.4 Management of Public Relations**

- 2.4.1 The contractor shall manage all agreed upon services to the public for animal adoptions, surrenders, animal impounds, and other services.
- 2.4.2 To encourage greater public participation, the contractor shall work with the County to establish new policies to increase public access of the shelter.

### **2.5 Facility and Access**

- 2.5.1 The contractor shall develop an animal storage and building usage/access plan subject to County approval.
- 2.5.2 All modifications to the facility structure and surfaces shall be approved by the County.
- 2.5.3 The County retains full ownership of and rights to the facility.

### **2.6 County Authority**

- 2.6.1 The County at anytime has the authority and sole discretion to perform any necessary tasks to ensure the welfare of the animals in custody, the safety of its employees and the public, and the appropriate care and maintenance of the animal shelter facility.

**3.0 OTHER/NOTES:**

- 3.1 Insurances: The contractor must maintain the following insurance during the term of the contract:
- 3.1.1 **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- 3.1.2 **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 3.1.3 **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit, Bodily Injury and Property Damage. Coverage shall include all non-owned vehicles, and all hired vehicles. Any vehicles that may become owned by the contractor shall also be covered under the contractor's Motor Vehicle Liability Insurance.
- 3.1.4 **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: "Allegan County, Allegan County Health Department, and Allegan County Sheriff's Department."
- 3.1.5 **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122<sup>nd</sup> Ave, Allegan, MI 49010.
- 3.1.6 **Professional Liability:** The contractor shall procure and maintain during the life of this contract, or cause any professional subcontractors (i.e. Veterinarians) to procure and maintain, Professional Liability Insurance in an amount not less than \$500,000 per occurrence and \$500,000 aggregate. The contractor shall be required to keep policy in force, or purchase "tail" coverage for a minimum of 3 years after the termination of this contract.
- 3.1.7 **Proof of Insurance Coverage:** The Contractor shall provide the County of Allegan at a time no later than that of contract execution are returned by him for execution, certificates and policies as listed below:
- a. Two (2) copies of a Certificate of Insurance for Workers' Compensation Insurance;



- b. Two (2) copies of a Certificate of Insurance for Commercial General Liability Insurance;
  - c. Two (2) copies of a Certificate of Insurance for Vehicle Liability Insurance;
  - d. If so requested, Certified Copies of all policies mentioned above shall be furnished.
- 3.1.8 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the Allegan County at least ten (10) days prior to the expiration date.

**HEALTH DEPARTMENT—LEIGHTON TOWNSHIP CURBSIDE RECYCLING**

18/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Health Department to approve the agreement, as attached, with Bob's Disposal, 7748 S Division Avenue, Grand Rapids, MI 49548, for Leighton Township curbside recycling; 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 and 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 immediately adopt this resolution as presented.  
 Motion carried by roll call vote: Yes - 11 votes. No - 0 votes. Absent - 0 votes.

**MEMORANDUM AGREEMENT**

THIS AGREEMENT is made between **Bob's Disposal, 7748 S. Division Ave., Grand Rapids, MI 49548-7226**, first party, hereinafter called "**Bob's Disposal**;" Allegan County, as represented by **Resource Recovery, Allegan County Health Department, 3255 122<sup>nd</sup> Avenue, Suite 200, Allegan, Michigan 49010**, second party, hereinafter called "**Resource Recovery**;" and **Leighton Township, 4475 Kalamazoo Ave., Caledonia, MI 49316**, hereinafter called "**the Township**."

WHEREAS, Resource Recovery has agreed to arrange curbside recycling services in Leighton Township, using waste reduction surcharge funds, and

WHEREAS, Bob's Disposal has agreed to supply the following services based on this agreement.

WHEREAS, The parties desire to commit their agreement to writing,

NOW, THEREFORE, It is agreed as follows: for the period commencing January 1, 2011, and terminating December 31, 2013,

1. Bob's Disposal will provide every-other-week residential curbside collection of recyclable materials in the Township. This service will be available to all Township approved single family residences, apartment complexes and mobile home parks. Bob's Disposal will give each interested home one 18 gallon bin to place recyclable materials in. Replacement bins will be \$8.00 each.
2. The following materials will be collected in a single stream process: Newspapers; brown paper bags; phone books; magazines; junk mail; corrugated cardboard; box board (ccreal & cracker boxes with liners removed); clear, green and brown glass containers; #1 through #7 plastic bottles, jugs, tubs, trays and cups (excluding foamed plastic); plastic grocery carry-out bags; and aluminum, tin or metal cans and foil.
3. Collection will occur every other week on Mondays. A calendar/schedule will be confirmed by Bob's Disposal and supplied to the Township. When the regularly scheduled collection day follows a major holiday, service will be one day later. Recyclables must be set out in the proper bin(s) the night before collection day. Bob's Disposal is not responsible for non-recyclable and improperly prepared materials. Bins must be within 10 (10) feet of the street edge and stops will be made only where specified bins are located.
4. Cost for this service, including one initial bin, will be as follows:
  - (a) Bob's Disposal will be paid \$1.55 per month for each approved household for this entire agreement. The Resource Recovery's Fuel Surcharge Policy will be in effect to determine when a surcharge may be implemented. (See attached policy.)
  - (b) The count of approved households will consist of all households for which the surcharge has been paid: **1799 in the Township** at present. If the number of approved households changes, the fee will be adjusted according to the contractual, per household rate. Resource Recovery will adjust number of approved households on an annual basis. Bob's Disposal will be paid for all approved households, regardless of participation rates.
5. Beginning January 1, 2011, in any month that 20 or more households do not receive recycling services on the contractually designated day, Resource Recovery will deduct \$200.00 from the monthly payment. Bob's Disposal will compile service complaints reported to them and forward a list of missed addresses to Resource Recovery within one week of each collection day. Residents who do not put recyclables out and extreme hazardous weather conditions that make public or private roads impassible will not be included as missed recycling services. Bob's Disposal will evaluate all private roads in the Township and will notify the Township which private roads will be driven on for collection. Private roads which owners do not want Bob's Disposal's trucks to drive on or those roads which are not constructed to allow for passage of recycle trucks will not be driven on. **The residents of Private Roads which will not be driven on by Bob's Disposal's trucks must bring their material to the public road for service.**
6. Billings for this recycling service shall be invoiced to Resource Recovery on a monthly basis and paid upon submission of the invoice. Bob's Disposal shall provide Resource Recovery with satisfactory proof of liability and worker's compensation insurance coverage as well as information on the volume of recyclable materials collected.
7. If the terms of this contract are not maintained satisfactorily, any party can terminate this agreement by giving 60 days written notice to the other parties. Continuation of this contract is contingent upon maintenance of the inter-local agreement between the Township and Allegan County regarding participation in the County's Resource Recovery Program. The contract may be extended upon mutual agreement of all parties and shall be binding upon the heirs, administrators and assigns of Bob's Disposal, Resource Recovery and the Township.
8. The cost of educational and promotional materials will be paid by Resource Recovery from the Township's surcharge funds.
9. Bob's Disposal will provide an opportunity for interested residents to lease a 96gallon recycle cart. Resource Recovery and the Township will not be responsible for this cost or liability of the 96 gallon recycle carts.

**HEALTH DEPARTMENT—ACA HEALTH CENTER PLANNING GRANT FY2011**

19/ **BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the request from the Health Department for the County to apply for an Affordable Care Act-Health Center Planning Grant offered through the U.S. Department of Health and Human Services, Bureau of Primary Health Care Health Center Program for an amount not to exceed \$80,000, to expand the current safety net for underserved populations on a national basis by targeting health center planning and developmental efforts in areas not currently served by a section 330 funded health center and/or in areas of unmet need.

**BE IT FURTHER 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 Jones to immediately adopt this resolution as presented. Motion carried by roll call vote: Yes - 9 votes. No - 2 votes. Absent - 0 votes.

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

**COMMISSION ON AGING—BUDGET TRANSFER/ADJUSTMENT**

20/ **WHEREAS**, the Allegan County Commission on Aging recommends that Senior Millage funds to support senior transportation services in the amount of \$25,000 be approved to meet the unfunded portion of the Specialized Services Grant.

**THEREFORE BE IT RESOLVED**, that the Allegan County Board of Commissioners hereby approves the request from the Senior Services Director that those funds be transferred from the Senior Services Fund Balance to the Transportation Fund; and

**BE IT FURTHER RESOLVED** that the Board Chairman and/or 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 VanEck to immediately adopt this resolution as presented.

Motion carried by roll call vote: Yes - 11 votes. No - 0 votes. Absent - 0 votes.

**SENIOR SERVICES—CONTRACT AMENDMENT HOME DELIVERED MEALS SERVICES**

21/**WHEREAS**, on December 9, 2010 the Allegan County Board of Commissioners approved, as presented, the 2011 Home Delivered Meals Contract with Allegan County Resource Development Committee, Inc. (ACRDC), 323 Water Street, Allegan, MI 49010, to provide services to the seniors of Allegan County from January 1, 2011 through December 31, 2011; and

**WHEREAS**, the Allegan County Commission on Aging recommends that additional funding in the amount of \$33,000 be approved to provide Home Delivered Meal services to serve the current wait list for the remainder of 2011.

**THEREFORE BE IT RESOLVED**, that the Allegan County Board of Commissioners hereby approves the additional funding as recommended and the attached Contract Amendment with the ACRDC; 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 and that the Budget and Finance Director is authorized to make the necessary budget adjustments to complete this action.

Moved by Commissioner VanEck, seconded by Commissioner Kapenga to immediately adopt this resolution as presented.

Motion carried by roll call vote: Yes - 11 votes. No - 0 votes. Absent - 0 votes.

**AMENDMENT TO**  
**CONTRACT FOR ALLEGAN COUNTY RESOURCE DEVELOPMENT COMMITTEE**

**HOME DELIVERED MEALS**

**Contract No. 2011-**  
**Method of Payment: Per Unit**

WHEREAS, additional millage funding for the 2011 Home Delivered Meal contract is necessary to serve the current wait list has been recommended by the Commission on Aging and approved by the Allegan County Board of Commissioners for the remainder of Fiscal Year 2011, with the increase to take effect retroactive March 1, 2011.

WHEREAS, the increase in funding will reflect a projected increase of 6,587 meals for the 2011 Home Delivered Meals contract, for a total of 47,306 units of service; and

WHEREAS, the total amount of funding for the 2011 Home Delivered Meals contract will not exceed \$237,000;

THEREFORE, Allegan County and the Allegan County Resource Development Committee, agree to modify the above-referenced contract as follows effective retroactive to March 1, 2011:

- 1. Modify the first paragraph in the "Funding of Services" section on page one by changing "\$204,000" to "\$237,000", and "40,719" to "47,306" units.

ALLEGAN COUNTY

ALLEGAN COUNTY RESOURCE DEVELOPMENT COMMITTEE

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ECONOMIC DEVELOPMENT COMMISSION - BYLAWS**

22/ Kevin Ricco gave a presentation of the work that went into the Economic Development Commission planning. He and Rob Sarro addressed the questions of the board regarding the by-laws and the structure and operation of the EDC.

Moved by Commissioner Campbell, seconded by Commissioner Jones to set this issue on the April 28, 2011 discussion agenda. Motion carried.

**SHERIFF'S OFFICE/CORRECTIONS CENTER—SCHEMATIC REDESIGN PLAN #74**

23/ **WHEREAS**, on December 9, 2010, the Board of Commissioners authorized a redesign of its previously approved plan through schematic design for a cost not to exceed \$68,500 (\$53,500 to RQAW, \$15,000 to CCI Inc.); and

**WHEREAS**, on March 10, 2011, the Board of Commissioners reviewed said design as well as an additional design concept; and

**THEREFORE BE IT RESOLVED** that the Allegan County Board of Commissioners hereby approves the schematic design plan (referred to as plan #74) in concept to be utilized for further development at the design development phase; and

**BE IT FURTHER RESOLVED** that the Allegan County Board of Commissioners authorizes RQAW to proceed with design development phase; and

**BE IT FURTHER RESOLVED** the Board of Commissioners authorizes a fixed amount of \$216,500 for the additional redesign fees (related to the architect & engineering services contract with RQAW, which was approved on February 25, 2010) to complete all phases through construction of plan #74; and

**BE IT FINALLY RESOLVED** to authorize the Board Chairman and/or County Administrator to sign any necessary documentation

and the Budget and Finance Director to make any budget adjustments to complete this action.

Moved by Commissioner Burns, seconded by Commissioner Campbell to immediately adopt this resolution. Motion carried by roll call vote: Yes - 10 votes. No - 1 votes. Absent - 0 votes.

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

#### SOLID WASTE COMMITTEE - APPOINTMENT

24/ Chairman DeYoung announced the appointment of David Dutton, 412 E. Orleans St., Otsego, MI 49078, to a 2 year term on the Solid Waste Committee representing city government; term to expire December 31, 2012.

Moved by Commissioner Thiele, seconded by Commissioner Campbell to confirm the appointment as made. Motion carried.

#### COMMUNITY MENTAL HEALTH - ELECTION

25/ Chairman DeYoung opened the nominations to fill various terms on the Community Mental Health Commission.

Commissioner McNeal nominated the following individuals to terms as stated:

To fill the vacant Board representative position vacated by Fritz Spreiter - term to expire March 31, 2013  
Mark DeYoung, 4169 Hickory St., Dorr, MI 49323

Board representative - term to expire March 31, 2014  
Jon Campbell, 1639 Elm, Otsego, MI 49078

Member representatives - term to expire March 31, 2014  
Mark Heather, 1787 Holiday Lane, Allegan, MI 48010  
Glen Brookhouse, 2989 Braden Blvd, Dorr, MI 49323  
Karen Kehrwecker, 4585 Arlene Ln, Holland, MI 49423

Member representative to fill the unexpired term of J.Kaczanowski; term to expire March 31, 2012  
Fritz Spreitzer

Moved by Commissioner Jones, seconded by Commissioner Campbell to close the nominations and elect the individuals as nominated. Motion carried.

**PLANNING COMMISSION - LETTER TO TOWNSHIPS**

26/ Rob Sarro read a letter to townships regarding the county planning commission which he would like to have sent along with a survey questionnaire to address the value of the planning commission review process.

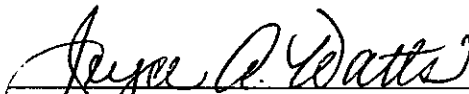
Moved by Commissioner Thiele, seconded by Commissioner VanEck to send the letter and survey. Motion carried.

**PUBLIC PARTICIPATION - NO COMMENTS**

27/ 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 APRIL 14, 2011 AT 1:00 P.M.**

28/ Moved by Commissioner VanEck, seconded by Commissioner Sage to adjourn until April 14, 2011 at 1:00 P.M. The motion carried and the meeting was adjourned at 3:30 P.M.

  
Clerk-Register