

Agenda
Planning and Policy Committee
West Olive Administration Building – Board Room
12220 Fillmore Street, West Olive, Michigan 49460
Thursday, April 8, 2010
9:30 AM

Consent Items:

1. Approval of the Agenda
2. Approval of March 11, 2010 Planning and Policy Committee Minutes

Action Items:

3. County Policies
Suggested Motion:
To approve and forward to the Board of Commissioners the following proposed policies for review and comment: General Policies: 001 - Administrator's Evaluation, 002 - Identify Theft Prevention; Fiscal Policies: 024 - Sale or Disposal of Used Equipment & Personal Property Policy, 025 - Travel and Meals Policy; Facilities Policies: 001 - Facilities Use Policy, 002 - Wellness Center Policy.
4. Agreement for Information Technology Services
Suggested Motion:
To approve and forward to the Board of Commissioners the contract between The County of Ottawa and The County of Muskegon for the provision of Information Technology Services.
5. Recovery Zone Economic Development Bond (RZEDB) Resolution for Funding Allocation
Suggested Motion:
To approve and forward to the Board of Commissioners the Resolution to allocate Recovery Zone Economic Development Bond (RZEDB) funds to the City of Coopersville in the amount of \$6,404,000.

Discussion Item:

6. Closed session to discuss property matters. (2/3 roll call vote required).
7. Closed session to review written legal opinion (2/3 roll call vote required).

Adjournment

Comments on the day's business are to be limited to three (3) minutes.

PLANNING AND POLICY COMMITTEE

Proposed Minutes

DATE: March 11, 2010

TIME: 9:45 a.m.
(Note: Meeting was not called to order until 9:45 a.m. because there wasn't a quorum present.)

PLACE: Fillmore Street Complex

PRESENT: Roger Rycenga, Dennis Swartout, Gordon Schrottenboer

ABSENT: Joyce Kortman, Jane Ruiter

STAFF & GUESTS: Alan Vanderberg, Administrator; John Scholtz, Parks & Recreation Director; Justin Roebuck, Deputy Clerk; Dave Mazurek, Parks & Recreation Dept.

SUBJECT: CONSENT ITEMS

PP 10-013 Motion: To approve the agenda of today as presented.
Moved by: Schrottenboer **UNANIMOUS**

PP 10-014 Motion: To approve the minutes of the February 11, 2010, meeting as presented.
Moved by: Swartout **UNANIMOUS**

SUBJECT: GRANT APPLICATION – OLIVE SHORES IMPROVEMENT

PP 10-015 Motion: To approve and forward to the Board of Commissioners the Resolution authorizing submittal of the Olive Shores Improvement Project grant proposal to the Michigan Natural Resources Trust Fund for \$730,000 total project cost.
Moved by: Swartout **UNANIMOUS**

SUBJECT: PROPOSED CHANGE TO PARK RULES AND REGULATIONS REGARDING ALCOHOL

PP 10-016 Motion: To approve and forward to the Board of Commissioners the revision to Ottawa County Park Rules and Regulations in Section 8 pertaining to Alcoholic Beverage, rule 8.1, to read as follows: No person, while on Commission Park Property shall possess any alcoholic beverage of any kind except at specific times and at specific locations; by making

application per established commission procedures; and being granted a permit by the Commission or its Agent.

Moved by: Schrotenboer

UNANIMOUS

SUBJECT: ADJOURNMENT

PP 10-017 Motion: To adjourn at 10:01 p.m.

Moved by: Swartout

UNANIMOUS

Action Request



Committee: Planning and Policy Committee

Meeting Date: 4/8/2010

Requesting Department: Fiscal Services

Submitted By: June Hagan

Agenda Item: County Policies

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the following proposed policies for review and comment: General Policies: 001 - Administrator's Evaluation, 002 - Identify Theft Prevention; Fiscal Policies: 024 - Sale or Disposal of Used Equipment & Personal Property Policy, 025 - Travel and Meals Policy; Facilities Policies: 001 - Facilities Use Policy, 002 - Wellness Center Policy.

SUMMARY OF REQUEST:

County policies require periodic review and updates. This request is to review the County policies and forward them to the Board of Commissioners for a first and second reading and approve.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #1

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's
Office, email=avanderberg@miottawa.org
Date: 2010.03.30 16:19:04 -04'00'

Committee/Governing/Advisory Board Approval Date:

OTTAWA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATOR'S EVALUATION POLICY

I. POLICY

This policy is established to assure an evaluation of the County Administrator is completed in a timely and regular manner.

II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); Act 156 of 1851, as amended.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board Policy on this subject matter was adopted in May 1999.

Board of Commissioners Resolution Number and Policy Adoption Date: BC 01-032, January 23, 2001.

Name and Date of Last Committee Review.

Administrator's Evaluation Procedures

PROCEDURE

1. Human Resources will provide to each Commissioner a copy of the Administrator's Evaluation Form (see attached) by October 1 of each year.
2. Each Commissioner should complete and return the Evaluation Form to the Board Chairperson by November 1 of each year.
3. The Board Chairperson shall appoint a three (3) person committee consisting of the Board Chair, Vice Chair and Finance Committee Chair at the second Board Meeting in October. The Committee shall be approved by the Board of Commissioners.
4. The Committee shall review the completed Board members' evaluation of the Administrator by November 15, and personally meet with the Administrator by December 1. The Committee will give an oral and written evaluation of the Administrator's past years performance, and during this meeting the Administrator shall submit his/her goals and objectives for the upcoming year.
5. The Evaluation Committee shall submit a written report to the full Board of Commissioners by December 15.
6. The Evaluation Form shall be reviewed by December 30 in every even numbered calendar year by the Evaluation Committee. Any changes to the Evaluation Form recommended by the Evaluation Committee and/or the Administrator shall be referred to the Planning and Policy Committee for consideration no later than the next February meeting of the Committee.

REVIEW PERIOD

The County Administrator will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.

OTTAWA COUNTY BOARD OF COMMISSIONERS

OTTAWA COUNTY BOARD OF COMMISSIONERS
IDENTITY THEFT PREVENTION PROGRAM POLICY

I. POLICY:

Ottawa County will establish an Identity Theft Prevention Program Policy applicable to all covered departments designed to detect, prevent and mitigate identity theft in connection with the opening of a covered account or an existing covered account, and to provide for continued administration of the Program in compliance with the Federal Trade Commission's Red Flags Rule (Part 681 of Title 16 of the Code of Federal Regulations) implementing Sections 114 and 315 of the Fair and Accurate Credit Transactions Act (FACT Act) of 2003.

Under the Red Flag Rule, every financial institution and creditor, including, in appropriate instances, a local governmental entity, is required to establish an “Identity Theft Prevention Program” tailored to its size, complexity and the nature of its operation. Each program must contain reasonable policies and procedures to:

1. Identify relevant Red Flags for new and existing covered accounts and incorporate those Red Flags into the Program;
2. Detect Red Flags that have been incorporated into the Program;
3. Respond appropriately to any Red Flags that are detected to prevent and mitigate Identity Theft; and
4. Ensure the Program is updated periodically, to reflect changes in risks to customers or to the safety and soundness of the creditor from Identity Theft.

II. STATUTORY REFERENCES

16 CFR 681, Sections 114 and 315 of the Fair and Accurate Transactions Act (FACTA) of 2003.

MCL 46.11(l)

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Policy Adoption Date and Resolution Number: _____

Board of Commissioners Review Date and Resolution Number: _____

Name and Date of Last Committee Review: _____

Related Policies: _____

OTTAWA COUNTY BOARD OF COMMISSIONERS
IDENTITY THEFT PREVENTION PROGRAM POLICY

PROCEDURE

A. Definitions

- i. *Identifying information* means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including: name, address, telephone number, social security number, date of birth, government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number, unique electronic identification number, computer's Internet Protocol address, or routing code.
- ii. *Identity theft* means fraud committed or attempted using the identifying information of another person without authority.
- iii. *A covered account* means:
 - a. An account that a financial institution or creditor offers or maintains, primarily for personal, family, or household purposes that involves or is designed to permit multiple payments or transactions. Covered accounts include credit card accounts, mortgage loans, automobile loans, margin accounts, cell phone accounts, utility accounts, checking accounts and savings accounts; and
 - b. Any other account that the financial institution or creditor offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation or litigation risks.
- iv. *A covered department* means the Ottawa County Health Department, Ottawa County Mental Health Agency, Ottawa County Fiscal Services Department, Ottawa County Michigan Works!/Community Action Agency, Human Resources, and any other department identified in writing by the Administrator as a department or agency of the county which processes transactions in covered accounts.
- v. *A red flag* means a pattern, practice or specific activity that indicates the possible existence of identity theft.

B. Identification of Red Flags

Ottawa County identifies the following red flags, in each of the listed categories for all covered departments of the County:

1. Suspicious Documents
 - i. Identification document or card that appears to be forged, altered or inauthentic;

- ii. Identification document or card on which a person's photograph or physical description is not consistent with the person presenting the document;
- iii. Other document with information that is not consistent with existing customer information (such as if a person's signature on a check appears forged); and
- iv. Application for service that appears to have been altered or forged.

2. Suspicious Personal Identifying Information

- i. Identifying information presented that is inconsistent with other information the customer provides (example: inconsistent birth dates);
- ii. Identifying information presented that is inconsistent with other sources of information (for instance, an address not matching an address on a credit report);
- iii. Identifying information presented that is the same as information shown on other applications that were found to be fraudulent;
- iv. Identifying information presented that is consistent with fraudulent activity (such as an invalid phone number or fictitious billing address);
- v. Social security number presented that is the same as one given by another customer;
- vi. An address or phone number presented that is the same as that of another person;
- vii. A person fails to provide complete personal identifying information on an application when reminded to do so (however, by law social security numbers must not be required); and
- viii. A person's identifying information is not consistent with the information that is on file for the customer.

3. Suspicious Account Activity or Unusual Use of Account

- i. Change of address for an account followed by a request to change the account holder's name;
- ii. Payments stop on an otherwise consistently up-to-date account;
- iii. Account used in a way that is not consistent with prior use (example: very high activity);
- iv. Mail sent to the account holder is repeatedly returned as undeliverable;
- v. Notice to the covered department at a customer is not receiving mail sent by the covered department.
- vi. Notice to the covered department that an account has unauthorized activity;
- vii. Breach in the County's computer system security; and
- viii. Unauthorized access to or use of customer account information.

4. Alerts from Others

- i. Notice to the covered department from a customer, identity theft victim, law enforcement or other person that it has opened or is

maintaining a fraudulent account for a person engaged in Identity Theft.

C. Detecting Red Flags

1. New Accounts. In order to detect any of the Red Flags identified above associated with the opening of a new account, personnel of a covered department will take the following steps to obtain and verify the identity of the person opening the account:

- i. Require certain identifying information such as name, date of birth, residential or business address, principal place of business for an entity, driver's license or other identification;
- ii. Verify the customer's identity (for instance, review a driver's license or other identification card);
- iii. Review documentation showing the existence of a business entity; and/or
- iv. Independently contact the customer.

2. Existing Accounts. In order to detect any of the Red Flags identified above for an existing account, personnel of a covered department will take the following steps to monitor transactions with an account:

- i. Verify the identification of customers if they request information (in person, via telephone, via facsimile, via email);
- ii. Verify the validity of requests to change billing addresses; and
- iii. Verify changes in banking information given for billing and payment purposes.

D. Preventing and Mitigating Identity Theft

In the event personnel of a covered department detect any identified Red Flags, such personnel shall take one or more of the following steps, depending on the degree of risk posed by the Red Flag:

1. Prevent and Mitigate

- i. Continue to monitor an account for evidence of Identity Theft;
- ii. Contact the customer;
- iii. Change any passwords or other security devices that permit access to accounts;
- iv. Not open a new account;
- v. Close an existing account;
- vi. Reopen an account with a new number;
- vii. Notify the County Fiscal Services Director for determination of the appropriate step(s) to take;

- viii. Notify law enforcement; and/or
- ix. Determine that no response is warranted under the particular circumstances.

2. Protect customer identifying information

- i. In order to further prevent the likelihood of identity theft occurring with respect to County accounts, the County will take the following steps with respect to its internal operating procedures for covered departments to protect customer identifying information:
- ii. Ensure that its website is secure or provide clear notice that the website is not secure;
- iii. Ensure complete and secure destruction of paper documents and computer files containing customer information;
- iv. Ensure that office computers are password protected and that computer screens lock after a set period of time;
- v. Keep offices clear of papers containing customer information;
- vi. Request only the last 4 digits of social security numbers (if any);
- vii. Ensure computer virus protection is up to date; and
- viii. Require and keep only the kinds of customer information that are necessary for utility purposes.

E. Program Updates

This Policy and these procedures will be periodically reviewed and updated to reflect changes in risks to customers and the security of the County from Identity Theft. As needed and at not more than three (30 years intervals, the County Administrator will consider the County's experiences with Identity Theft situations, changes in Identity Theft methods, changes in Identity Theft detection and prevention methods, changes in types of accounts the County maintains and changes in the County's business arrangements with other entities. After considering these factors, the County Administrator will determine whether changes to the Program, including the listing of Red Flags, are warranted. If warranted, the County Administrator will present the Board of Commissioners with his/her recommended changes and the Board will make a determination of whether to accept, modify or reject those changes to the Program.

F. Program Administration

- 1. **Oversight.** Responsibility for developing, implementing and updating this Program lies with the County Administrator reporting to the Board of Commissioners. The County Administrator will be responsible for Program administration, for ensuring appropriate training of County staff on the Program, for reviewing any staff reports regarding the detection of Red Flags and the steps for preventing and mitigating Identity Theft, determining which steps of prevention and mitigation should be taken in

particular, circumstances and considering periodic changes to the Program.

2. **Staff Training and Reports.** County staff within covered departments who are responsible for implementing the Program shall be trained in the detection of Red Flags, and the responsive steps to be taken when a Red Flag is detected. County staff is required to provide reports to the Program Administrator on incidents of Identity Theft, the County's compliance with the Program, and the effectiveness of the Program.
3. **Specific Program Elements and Confidentiality.** For the effectiveness of Identity Theft prevention Programs, the Red Flag Rule envisions a degree of confidentiality regarding Ottawa County's specific practices relating to Identity Theft detection, prevention and mitigation. Therefore, under this Program, knowledge of such specific practices are to be limited to those employees who need to know them for purposes of preventing Identity Theft. Because this Program is to be adopted by a public body and thus publicly available, it would be counterproductive to list these specific practices here. Therefore, only the County's general red flag detection, implementation and prevention practices are listed in this document.



County of Ottawa

OTTAWA COUNTY BOARD OF COMMISSIONERS

ADMINISTRATIVE POLICY – SALE OR DISPOSAL OF USED COUNTY EQUIPMENT AND PERSONAL PROPERTY

I. POLICY

Equipment, supplies and other County-owned personal property which has been determined to be obsolete, worn out, or no longer needed by the County shall be sold or otherwise disposed of in a manner which promotes public confidence in the fiscal integrity and good stewardship of the County.

II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); Act 156 of the Public Acts of 1851, as amended.

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted on _____.

ADMINISTRATIVE POLICY – SALE OR DISPOSAL OF USED COUNTY EQUIPMENT AND
PERSONAL PROPERTY

PROCEDURES

Equipment, supplies or other County personal property which has been determined by a Department Head or the Fiscal Services Director to be obsolete, worn out or no longer needed by the County shall be disposed of in the following manner:

- (1) For Items Over \$5,000 (Original Cost):
 - (a) Disposal shall be by auction, sealed bid, public offering, or any other method the Fiscal Services Director deems to be in the County's best interest.
 - (b) A file shall be maintained by the Fiscal Services Director containing the following information on each item disposed of:
 - (1) Item Description
 - (2) Tag Number
 - (3) Original Cost and Date of Purchase if available
 - (4) Date of Transfer or Sale
 - (5) Dollar Amount Received at Sale
 - (6) Method of Transfer-Auction, Sealed Bid, Public Offering, Other
- (2) For Items under \$5,000 (Original Cost) or Lost, Stolen, Unclaimed and Other Property:
 - (a) The Fiscal Services Director shall sell or otherwise dispose of these items in a manner which encourages fairness and price competition and/or as appropriate for the situation.
 - (b) A file shall be maintained by the Fiscal Services Director indicating the date, method of disposition, amount of sale, and a description of the item sold.

Whenever fiscally prudent to do so, equipment, supplies or other County personal property which has no resale value shall be disposed of in an environmentally responsible manner, which, whenever possible, provides for the recovery, recycling, and safe disposal of such materials and their constituent parts. The County will not donate County equipment or personal property. Employees may purchase surplus equipment per (1)(a) above. The County may establish programmatic exceptions to this rule that benefit County purposes.

REVIEW PERIOD

The County Administrator will review this Policy at least once every two years, and will make recommendations for changes to the Planning & Policy Committee.



County of Ottawa

TRAVEL AND MEAL POLICY

I. POLICY

This policy shall apply to all County employees, elected and appointed officials, and any other person who submits a travel or expense voucher to the County for reimbursement.

The responsibility for ensuring compliance with this policy rests with each traveler's department head. The Administrator and/or the Administrator's designee reserves the right to question travel vouchers which appear to violate the intent of this policy or to waive, where special circumstances warrant, any regulation/requirement herein.

All officers, employees and persons traveling on official business are expected to exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business. The person authorized to approve reimbursement of expenses is the traveler's department head.

The County Administrator and/or the Administrator's designee is responsible for interpretation and enforcement of this policy as they apply to all County employees, elected officials, and non-County personnel but excluding the County Administrator. The Finance and Administration Committee of the Board of Commissioners is responsible for interpretation and enforcement of this policy as they apply to the County Administrator, and may hear appeals of the Administrator's interpretation of this policy.

II STATUTORY REFERENCES

Internal Revenue Service Code.

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL 46.11(m); Act 156 of 1851, as amended.

III COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in January 28, 1992.

Board of Commissioners Resolution Number: BC 92-58

Board of Commissioner Review Date and Resolution Number: BC 04-172, July 2004

Board of Commissioners Revised Adopted Date: BC 04-185, August 2004

Name and Date of Last Committee Review: Planning and Policy – April 18, 2001/Personnel Committee June 14, 2004.

IV. PROCEDURES

A. GENERAL INFORMATION

1. All expenses must be annotated. A person must substantiate an expenditure for travel by adequate records or by sufficient evidence corroborating his/her own statement as to: (a) amount, (b) time and place, (c) business purpose, and (d) business relationship to taxpayers (IRS Code Section 954A) Also, an arrangement is not a reimbursement or an express expense allowance arrangement if it (a) does not require the employee to substantiate the covered expenses to the employer or (b) allows an employee to retain amounts in excess of substantiated covered expenses (IRS Code Section 941A).
2. Use of credit cards will be accepted as evidence of payment if supported by a detailed receipt, appropriately annotated to support cash payments.
3. Actual travel expenses of persons, other than County employees, who are called upon to contribute time and services as consultants, advisers or volunteers, must be authorized by the appropriate department head. Documentation must be furnished as required by these regulations. Complete explanation and justification must be shown on the vouchers. This type of expense should be submitted on the Expense Voucher.
4. Authority for Travel: All travel other than normally assigned in-County travel and travel of less than one day (not overnight), shall be duly authorized and approved by the department head. Sufficient budgeted funds must be available for such travel except that the Board of Commissioners may authorize travel and provide non-budgeted funds upon special request.
5. Advances for Travel: Normally, all travelers on official business for the County are expected to provide themselves with funds to cover their expenses. (Reimbursements will be processed in weekly check runs).
 - a. The county will pay direct the following expenses:
 1. Registration costs for conferences and seminars.
 2. Public transportation costs (i.e., air, boat, bus or rail).
 3. Lodging charges.
 - b. In unusual cases, an actual advance can be requested. The advance will be determined by using the per diem guidelines established in this policy and the following are met:
 1. The travel advance is authorized by the Administrator and/or the Administrator's designee who is to ensure that the advance is reasonable and complies with these regulations.
 2. Upon the traveler's return, a final accounting of the actual expenses incurred plus required receipts will be submitted to the Fiscal Services Department within fifteen (15) days on an Expense Voucher.

B. EXPENSE VOUCHERS

1. The Expense Voucher form is to be used for reimbursement of expenses
2. The expenses of only one person shall be included on a single expense voucher, except when an employee in a custodial capacity is responsible for and pays expenses of other who accompany him or her. Names of others must be recorded on the expense voucher.
3. Itemized receipts must be attached for all items of expenses. Any receipt not submitted where required by this policy may cause the expense for same to be denied or reimbursed at rates determined by the Administrator or Administrator's designee.
4. Expense vouchers shall be submitted within fifteen (15) days after incurring the expenditures.

C. TRANSPORTATION

All travel must be by "usually" traveled route. In case a person travels by an indirect route for his or her own convenience, or uses a slower or more expensive mode of transportation, any extra costs shall be borne by the traveler and reimbursement for expenses will be based on only such charges as would have been incurred by a usually traveled route as determined by the Administrator and/or the Administrator's designee, i.e. Person has a conference in Denver, Colorado, scheduled to start Monday at 8:30 a.m. and concludes Friday at 11:00 a.m. The airlines schedule would allow the traveler to depart Sunday and allow them to return Friday. If for whatever reason the individual elected to drive there and back leaving Saturday and returning Sunday, expenses incurred for lodging and meals on Saturday and the following Saturday and Sunday would not be reimbursed by the County.

1. **Public Carrier:** The expense of traveling by public carrier (rail, airplane, boat) will be allowed on the basis of actual cost. All travelers are expected to travel by the most economical mode of transportation. Transportation expense in excess of the cost of coach-class air fare will not be allowed unless justification therefore is given and the approval of the Administrator and/or the Administrator's designee is obtained before leaving on the proposed trip. The cost for luggage on the public carrier will be reimbursed.
2. **Private Automobile:** If travel is by privately owned automobile, the traveler will be reimbursed at the rate established by the Board of Commissioners. (See Mileage Policy) If the travel is by private automobile, the maximum allowance will be the established mileage rate or coach-class air fare (round trip), whichever is the lesser amount.
3. Any transportation arrangements other than what is covered above will require specific approval by the Administrator and/or the Administrator's designee, prior to commencing travel.

D. LODGING

The actual paid lodging receipt is required for lodging reimbursement. Any change in hotel charges during continuous occupancy by an employee must be explained on the voucher. Documentation must show single occupancy rate as certified by the hotel or other lodging. IRS Tax Code Section 954A: A taxpayer must have documentary evidence for any lodging expense while traveling away from home.

1. When a traveler in County travel status shares hotel or other lodging with non-county travelers (family members, friends, etc.), reimbursement to the traveler will be as follows:

a. If hotel or other lodging is shared with one or more non-County travelers who receive no travel reimbursement from another source, reimbursement to the traveler will be at the rate of single occupancy as certified by the hotel or other lodging (the rate of single occupancy must be on the receipt) regardless of the number of persons and/or rooms occupied. At no time will reimbursement be allowed for an additional room, or for non-County travelers.

b. If hotel or other lodging is shared with a County or non-County traveler on County business who is receiving reimbursement for travel, reimbursement will be reduced by a proportionate amount of the bill, based on the number of persons occupying the room.

2. Only out-of-county lodging will be reimbursed.

E. MISCELLANEOUS EXPENSES

Miscellaneous expenses incidental to official County travel shall be held to the minimum amount required for essential and efficient conduct of County business. The department head or his/her authorized representative approving the travel voucher will be held responsible for their certification for all items of expense as being necessary and correct. The following miscellaneous items are reimbursable with appropriate receipts:

1. **Registration Fees:** Enrollment or registration fees for conventions and meetings, associations or organizations are allowable for individuals attending as official representatives of the County. Receipts must be attached to the voucher. Registration literature must be attached indicating if meals are included in the fee. If meals are included in the registration fee, corresponding meals are not reimbursable.

2. **Parking Fees:** Reimbursement for parking fees is allowable, with receipts.

3. **Taxi Cab:** Necessary taxi cab fares will be allowed with receipts. If receipts are not available, a full explanation is required.

4. **Car Rental:** Allowable only if: (a) approved in advance of travel by the Administrator or the Administrator's designee, (b) it is more advantageous for County business and (3) more economical than some other mode of transportation. Explanation and receipt are required.

5. Fax: Charges are allowable when necessary for official business. A full explanation is required to include date, place person faxed and the nature of the business.

6. Personal Expenses: The County will not reimburse for the following: fees and tips for valets¹, flight insurance, housekeeping/maid service, alcoholic beverages, cleaning and pressing clothing, renting movies, snacks and similar personal expenses.

7. Personal Phone Calls: An employee is allowed one phone call home (duration not to exceed 5 minutes) for each day away.

8. Health Club Costs: Reimbursement for reasonable costs not to exceed \$10.00 per day for use of health club facilities during travel greater than one day. Receipts are required for reimbursement.

9. Baggage Handling: Charges for handling and checking baggage at hotels, depots, and terminals are allowable, when such charges are incurred as a necessary expense of the trip and not for the convenience of the traveler. The allowable rate shall not exceed \$2.00 at each point of handling.

10. Toll Bridge, Toll Road, and Ferry Boat Expenses: Toll bridge, toll road and ferry boat expenses are allowed with receipts.

F. MEALS

A traveler is entitled to a full day's meal reimbursement when travel commences before 7:00 a.m. and extends beyond 8:00 p.m. or they are out of town at a multi-day conference, seminar or training session. Whenever meals are included in the registration fee, provided by public transportation or paid by others, the traveler shall not be entitled to any allowance for those particular meals.

1. Meals will not be reimbursed for non-County travelers (spouses, members of a family, friends, etc.)

2. In-county meals will be reimbursed for Associations or Organization meetings with a receipt.

3. Guest Meals: The cost of guest meals is reimbursed only if it can be shown that such cost is necessary to conduct official County business and has prior approval of the Administrator. In no case will the amount allowed be in excess of the maximum established in this policy. Full explanation must be given on the voucher, including the name, position, and employer of the guest, nature of business discussed and how it relates to the County as required by the IRS Code. Alcoholic beverages are not reimbursable by the County. The total cost of the meals for guests cannot exceed the amount permitted an employee. A detailed receipt is required for a guest meal.

4. Food Services/Tips: The maximum allowable tip for meals is 20% of the actual meal cost, excluding alcoholic drinks.

¹ Fees and tips for valet charges will be reimbursed, when accompanied with receipts, when such charges are incurred as a necessary expense of the trip and not for the convenience of the traveler.

5. The following are the maximum rates established for meal reimbursement with receipts:

		In-State	Select Cities ²	Out-of-State	Select Cities ³
Breakfast	Travel must commence prior to 7:00 a.m. and extend beyond 8:30 a.m.	\$8.00	\$9.00	\$10.00	\$12.00
Lunch	Travel must commence prior to 11:30 a.m. and extend beyond 2:00 p.m.	\$12.00	\$13.00	\$15.00	\$18.00
Dinner	Travel must commence prior to 6:30 p.m. and extend beyond 8:00 p.m.	\$26.00	\$29.00	\$31.00	\$36.00
Total Reimbursement ⁴		\$46.00	\$51.00	\$56.00	\$66.00

6. Days Defined: In computing the meal allowance for continuous travel of more than 24 hours, the hour of departure shall be considered as the beginning of the day, and for each full 24 hour period thereafter, the employee shall be entitled to the authorized maximum meal reimbursement with proper documentation:

Examples:

- a. Departure – June 1, 9:00 a.m.
Return – June 5, 4:30 p.m.
Allowable – June 1, lunch and dinner; June 2 through June 4, three (3) full day meals; June 5, breakfast and lunch plus four (4) days lodging.
- b. Departure – June 1, 3:00 p.m.
Return – June 2, 10:30 a.m.
Allowable – dinner, lodging, breakfast.

G. TRAVEL OUTSIDE THE CONTIGUOUS 48 STATES

Reimbursement for all expenses related to conferences or travel outside the contiguous 48 states must be approved in advance of the travel by the Finance and Administration Committee.

² Select Cities in-state: Charlevoix, Mackinaw Island, Ann Arbor, Detroit, Pontiac and South Haven.

³ Select Cities out-of-state: Los Angeles, San Francisco, San Diego, Washington D.C., Chicago, New Orleans, Baltimore, Boston, Las Vegas, New York, Austin Texas, Dallas, Houston.

⁴ Total excludes a maximum 20% tip.



County of Ottawa

USE OF WELLNESS CENTER

I. POLICY

The County of Ottawa recognizes that regular exercise and a healthy lifestyle contribute to lower health costs and a productive workforce. The purpose of this policy is to establish the requirements for all employees, retirees and authorized guests using the Wellness Centers and the equipment contained therein. The primary consideration in establishing this policy is the safety, health and comfort of employees, retirees and their guests.

II STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County, as the Board considers necessary and proper. MCL 46.11 (m); Act 156 of 1851, as amended.

III COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board policy on this subject matter was adopted in _____.

Board of Commissioners Resolution Number and Policy Adoption Date: _____

Board of Commissioner Review Date and Resolution Number: _____

Name and Date of Last Committee Review: _____

PROCEDURE

1. Eligibility for Use
 - a. All County of Ottawa full-time and regular part-time employees and their spouses.¹
 - b. All County of Ottawa retirees and their spouses.
 - c. Individuals who occupy leased office space in County buildings², as approved by Administration.
2. Waiver and Release of Liability
 - a. An Acknowledgment Risk Assumption must be completed by all individuals who desire to use the facilities and/or equipment.
3. Use Guidelines
 - a. Use of the fitness/exercise facilities and or equipment is at the individual's sole risk.
 - b. During peak use or when others are waiting, users will limit his/her time on equipment to thirty (30) minutes.
 - c. Users will wipe down equipment after use.
 - d. Except for water or sports drinks, food and drink are not permitted.
 - e. Shoes and pant cuffs must be devoid of any sand or dirt prior to entering the fitness room.
 - f. Users will re-rack weights and replace equipment after use.
 - g. Users will utilize a walkman/headphones when watching a TV monitor.
 - h. Malfunctioning or broken equipment will be posted with an "Out-of-Order" sign. Individuals will report broken or malfunctioning equipment to Facilities and Maintenance.
 - i. Lockers are available in the locker rooms. Individuals may place a lock on the locker door during their use of the fitness room. Items are to be removed from the locker when the individual completes their workout. No locks shall be left on the lockers when not in use.

¹ Includes part time road patrol deputies and part time corrections deputies with the Sheriff's Office.

² State Police officers assigned to WEMET, State Employees working for DHS.

4. In Case of An Emergency

- a. The fitness room is equipped with an Automated External Defibrillator (AED) device located on the back (west) wall of the fitness room.
- b. Only individuals trained in the use of an AED will use the device in the event of an emergency.

REVIEW PERIOD

The Human Resources Director will review these procedures at least once every two years.

DRAFT

Action Request



Committee: Planning and Policy Committee

Meeting Date: 4/8/2010

Requesting Department: Information Technology

Submitted By: Dave Hulst

Agenda Item: Agreement for Information Technology Services

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the contract between The County of Ottawa and The County of Muskegon for the provision of Information Technology Services.

SUMMARY OF REQUEST:

This contract will provide Web hosting services on County of Ottawa servers at a monthly rate of \$500 through December 31, 2011 with an option to extend the agreement for one (1) additional two (2) year term by mutual written agreement of the parties.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #4

Objective: #6

ADMINISTRATION RECOMMENDATION:

Recommended

Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, o=US, ou=County of Ottawa, ou=Administrator's Office,
email=avanderberg@miottawa.org
Reason: I am approving this document
Date: 2010.04.01 14:26:59 -0400

Committee/Governing/Advisory Board Approval Date:

AGREEMENT FOR INFORMATION TECHNOLOGY SERVICES

This Agreement is made and entered into by and between the County of Ottawa, 12220 Fillmore Street, West Olive, Michigan 49460 (hereinafter referred to as Ottawa County) and the Muskegon County, for and behalf of the Muskegon County Clerk, 990 Terrace, Muskegon, Michigan 49442 (hereinafter referred to as the Clerk).

Section 1: Recitals

1. Ottawa County maintains Web Hosting services for its own internal uses and in its mission to serve the public.
2. The Clerk is embarking on a project to provide online services to the public. There is a reasonable match between the Clerk's desire for online services and Ottawa County's ability to provide the requisite hosting environment.
3. Ottawa County and Muskegon County each have the necessary legal authority to enter into this Agreement and have completed all preliminary steps required before the execution of this Agreement.

Section 2: Ottawa County's Responsibilities

1. Using Ottawa County personnel and equipment, Ottawa County shall provide the Clerk with Web Hosting services as follows:
 - a) Ottawa County shall provide certain disk storage, processing capacity, Internet access, and otherwise provide for the hosting of the Clerk's Internet website. Details of Ottawa County's hosting responsibilities are found in Appendix A which is incorporated by reference.
 - b) Ottawa County shall provide for backup of file servers. Details of the backup are found in Appendix B.
 - c) Ottawa County shall abide by its Service Level Agreement, as it may be amended from time to time, setting forth terms of providing Web Hosting services to the Clerk. A copy of the current Service Level Agreement is attached as Appendix C. Ottawa County shall provide prompt notification to Clerk of any changes in the Service Level Agreement.
2. Limitations of Service Concerning Website. Computers need routine maintenance and sometimes break down. Also, Ottawa County cannot control the timing or volume of attempts to access Ottawa County's server. As a result, Ottawa County does not guarantee that the Clerk or any third parties will be able to access the Clerk Website at any particular time. Ottawa County's access services are provided on an "as-is, as-available" basis. The Clerk agrees that its

use of the services and the Internet is solely at the Clerk's risk and is subject to all applicable local, state, national, and international laws and regulations. Ottawa County assumes no responsibility for any commercial transactions attempted or completed involving the Clerk's website. Ottawa County does not own or control all the various facilities and communication lines through which access may be provided. Accordingly, Ottawa County will use its best efforts concerning the security of Clerk's website but cannot guarantee complete security. It is Ottawa County's policy to cooperate with law enforcement authorities and to notify such authorities if it suspects that Clerk or its users are engaged in illegal activities. Ottawa County is responsible for backup and restoration of the content. For purposes of network maintenance, Ottawa County may use, copy, display, store, transmit, translate, view, and distribute the content to multiple servers. Ottawa County is not responsible for transmission errors, disclosure, erasure, or corruption or security of data or content.

3. Ottawa County shall inform the Clerk of potential changes to Ottawa County's Web Hosting environment that are anticipated to impact the Clerk as soon as such potential changes are past the general investigation stage and are declared by Ottawa County to be necessary. Details regarding the potential changes will be provided to the Clerk for its consideration and negotiation between the Clerk and the County for any necessary amendments to this Agreement.

Section 3: Clerk's Responsibilities

1. Unless otherwise specified in Section 2 or supporting appendices, the Clerk shall provide all software, including support agreements and licenses, required for operation of the Clerk's Website.
2. To allow for standardized security across Ottawa County's and the Clerk's networks, the Clerk will accept and enforce Ottawa County's existing policies on "Acceptable Use" and "Remote Access" as those policies may be amended from time to time by Ottawa County. Copies of these policies are attached as Appendix D.
3. The Clerk is solely responsible for its use of equipment and software including the use of the equipment and software by its personnel and/or people gaining access to the equipment or software through the Clerk. The Clerk is solely responsible for obtaining, paying for, and complying with all licenses or maintenance agreements/fees necessary or applicable for the use of such equipment and software. All licenses and/or maintenance agreements shall be maintained in the name of the Clerk.
4. The Clerk shall maintain and be solely responsible for all necessary licenses and shall make copies of such licenses available to Ottawa County upon request.

5. The Clerk shall be solely responsible for the content of its website and the accuracy of the same and shall insure that the content uploaded to the Clerk's Website is in compliance with all applicable laws and regulations and Clerk orders.

Section 4: Payment

1. Clerk shall remit payment to Ottawa County on a monthly basis for normal support activity.
2. Payment for Web Hosting services shall be calculated as detailed in Appendix C.

Section 5: Availability of Funds

1. Each obligation of the parties to this agreement is conditioned upon the availability of government funds appropriated or allocated for that obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The parties shall notify the other at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination under this Section, other than for services delivered through the effective date of termination.

Section 6: Term of Payment; Termination

1. Except as otherwise provided, this Agreement shall remain in full force and effect from January 1, 2010 to December 31, 2011. This Agreement may be extended on the same terms and conditions for one (1) additional two (2) year term by mutual written agreement of the parties.
2. This Agreement may be terminated without cause by either party with thirty (30) days written notice to the other party.
3. Should a party commit any breach or default under this Agreement, and should such breach or default not be corrected within ten (10) days after receipt by the party of written notice from the non-breaching party specifying the breach or default, this Agreement may be terminated without further notice by the non-breaching party.
4. At least ninety (90) days before the termination date of this Agreement, the parties shall review and evaluate the terms and conditions herein and the performance

hereunder to consider extension of this Agreement or execution of a subsequent agreement.

5. Upon contract termination, Ottawa County shall return copies of any licenses provided by the Clerk under this Agreement and the Clerk shall return any materials, equipment or software that was provided by Ottawa County. Maintenance of all licenses remains a Clerk responsibility after the termination of this Agreement.
6. Upon notice of termination, Ottawa County shall work with the Clerk staff to effect an orderly transition of responsibilities.

Section 7: Relationship of Parties

1. Ottawa County shall have no authority or right to obligate the Clerk in any way, nor shall it hold itself out as an employee or agent of the Clerk.
2. The Clerk shall have no authority or right to obligate Ottawa County in any way, nor shall it hold itself out as an employee or agent of Ottawa County.
3. Ottawa County and Clerk staff shall be professional in their conduct and in the performance of their duties under this Agreement.

Section 8: Personnel

1. Any of Ottawa County's personnel who perform work in accordance with this Agreement shall be qualified to perform their assigned duties. Ottawa County reserves the right to determine which of its personnel shall be assigned to support activities or Project Work, and to replace or reassign such personnel.
2. Ottawa County assumes responsibility for its personnel, and shall make all deductions required of employers by federal, state and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation funds, and shall maintain workers' compensation for each of them.
3. Any of the Clerk's personnel who perform work in accordance with this Agreement shall be qualified to perform their assigned duties. The Clerk reserves the right to determine which of its personnel shall be assigned to support activities or Project Work, and to replace or reassign such personnel.
4. The Clerk assumes responsibility for its personnel, and shall make all deductions required of employers by federal, state and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation funds, and shall maintain workers' compensation for each of them.

Section 9: Documentation

1. Ottawa County shall maintain books, records, computer records, documents and other evidence relating to performance of the work under this Agreement in accordance with generally accepted accounting and auditing principles and practices with the exception of electronic communications to and from the Help Desk which will be discarded on a regular basis. Ottawa County shall also maintain the financial information and data used by it in the preparation or support of any cost submission. The Clerk or its authorized representatives shall have access, upon reasonable notice, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Ottawa County shall provide proper facilities for such access and inspection. Ottawa County and Clerk shall maintain all records related to this Agreement for a minimum of six (6) years after this Agreement has been terminated, or for any additional period of time as provided by law.

Section 10: Liability and Indemnification

1. Each party shall indemnify and defend the other party, its officials, officers, agents, employees and assigns, from and against all loss, damage or injury, and reasonable costs and expenses, including attorney fees and costs of any suit related thereto, arising from bodily injury or death of any person, or property damage incurred, with respect to third party causes of action or actions brought by employees of either party against the indemnified party arising out of the negligent acts or omissions or willful misconduct of the indemnifying party, its subcontractors, or anyone directly or indirectly employed by it, associated with its performance hereunder.
2. The Clerk agrees that the website services are provided "AS IS" and on an "AS AVAILABLE" basis.

OTTAWA COUNTY'S LIABILITY TO CLERK UNDER THIS AGREEMENT IS LIMITED TO THE WARRANTY AND SERVICE LEVEL GUARANTEE SET FORTH IN SECTION 2 ABOVE. OTTAWA COUNTY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SERVICE OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL OTTAWA COUNTY OR ANY OTHER PARTY INVOLVED IN PROVIDING SERVICES UNDER THIS AGREEMENT BE LIABLE TO CLERK OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE, PARTIAL USE, OR INABILITY TO USE THE

SERVICES, WHETHER ARISING IN CONTRACT OR IN TORT, OR RESULTING FROM THE FAULT OR NEGLIGENCE OF OTTAWA COUNTY, EVEN IF OTTAWA COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OTTAWA COUNTY DOES NOT MONITOR OR EXERCISE CONTROL OVER THE CONTENT OR THE INFORMATION RESIDING ON ITS WEB-HOSTING SERVERS OR TRANSMITTED THROUGH ITS SYSTEM.

OTTAWA COUNTY MAKES NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH THE CLERK WEBSITE, AND CLERK UNDERSTANDS AND AGREES THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT CLERK'S OWN RISK. THE FOREGOING DISCLAIMER SHALL APPLY UNLESS OTHERWISE PROHIBITED BY LAW.

3. Ottawa County will not be liable for delays, damages, or failures in performance due to events of *force majeure*, including, but not limited to, acts of a governmental body, acts of God, acts of third parties, fires, floods, strikes or other labor-related disputes, an inability to obtain necessary equipment or services, the severing of off-site communication lines, or other events of *force majeure*

Section 11: Governmental Immunity

1. Neither party waives its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

Section 12: Compliance with Civil Rights Laws

1. Neither party shall discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this Section by either party shall constitute a material breach of this Agreement, and the non-breaching party shall be entitled to terminate this Agreement. Pursuant to MCLA §423.321 et seq., dealing with unfair labor practices, this Agreement may be terminated by either party, or one or more of its subcontractors or suppliers, appears in the register compiled in accordance with MCLA §423.322. Each party shall observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act, and the Persons with Disabilities Civil Rights Act.

Section 13: Notice

1. All notices, demands or other writings permitted or required by the terms of this Agreement shall be deemed to have been fully given, made or sent when made in writing and deposited in the United States Mail, registered and postage prepaid, and addressed to the Contract Administrators as follows:

County: **David Hulst**
Ottawa County Information Technology Department
12220 Fillmore
West Olive, Michigan 49460

Clerk: **Nancy A. Waters**
Muskegon County Clerk of the Court
990 Terrace
Muskegon, Michigan 49442

The address to which any notice, demand or other writing may be given or sent to any party may be changed by written notice given to the other party.

Section 14: Entire Agreement

1. This Agreement, together with any affixed schedules, exhibits or addenda referred to herein, shall constitute the entire agreement between the parties. Any prior understanding, representation or negotiation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

Section 15: Modification

1. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or its authorized representative.

Section 16: Partial Invalidity

1. The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if executed by both parties subsequent to the expunction of the invalid provision.

Section 17: Absence of Waiver

1. The failure of either party to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 18: Assignment

1. The rights and obligations of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior written consent of the other party. In the event of a proper assignment, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

Section 19: No Third Party Benefit

1. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

In witness whereof, each party to this Agreement has caused it to be executed on the date(s) indicated below.

County of Ottawa

By: _____

Philip Kayers, Chairman
Board of County Commissioners

Date: _____

By: _____

Daniel C. Krueger, Clerk

Date: _____

County of Muskegon

By: _____

Muskegon County Board Chairperson

Date: _____

By: Nancy A. Waters
Nancy A. Waters, County Clerk

Date: March 23, 2010

Appendix A

Internet Hosting

Ottawa County shall provide the following to the Clerk to Web Hosting services:

Site Hosting

- DNS hosting for domain name to be maintained by the Clerk.
- Seven (7) servers, which are as described below. These will be shared servers; the other services operating are those that support Ottawa County's eGovernment portal, miOttawa.org. Some of these servers may be virtual; ie, several servers appear to exist but in fact are running on the same physical hardware.
 - One (1) production web server, which will support the domain of Clerk's choosing.
 - Windows Server Operating System
 - Apache Web Server software
 - One (1) gigabyte (GB) disk space
 - One (1) production application server
 - Windows Server Operating System
 - Resin Application Server software
 - Five (5) gigabytes (GB) disk space
 - One (1) database server, used for production, staging, and development
 - Windows Server Operating System
 - Microsoft SQL
 - Six (6) gigabytes (GB) disk space
 - One (1) staging application/development server
 - Windows Server Operating System
 - Apache Web Server software
 - One (1) gigabyte GB disk space
- Shared access to Ottawa County's bandwidth used for web hosting.
- VPN (Virtual Private Network) for developer access to the servers supporting Clerk
- Daily server backups, with restores available upon request
- Reasonable system administration support
- Reasonable database administrator support
- All servers except the production web server will be placed behind a firewall for increased data security.
- Coordination of Domain Name Services (DNS) support so that all servers are readily accessible

Caveats:

- Any web development / maintenance firm chosen by Clerk must be capable of complying with the security mechanisms utilized by Ottawa County and approved by Ottawa County. Costs of compliance will not be borne by Ottawa County.

- This service is offered as an inter-governmental courtesy; it is not the intent of Ottawa County to enter into a regular business of website hosting
- All server software identified above in the server listing will be provided and paid by Ottawa County. Any other software (i.e.... applications) required will be at the expense of the Clerk.
- No other server software will be allowed unless mutually agreed, in writing, by both Clerk and Ottawa County.
- The acquisition of domain names and security certificates will be the responsibility of the Clerk.
- Any storage and / or bandwidth needs by Clerk over and above those offered in the base service will be at additional cost, to be mutually negotiated and agreed between Clerk and Ottawa County.
- While Ottawa County will make all best efforts to keep Clerk's site available on a 24 x 7 basis, Ottawa County cannot guarantee that level of "up time." Ottawa County reserves the right to schedule, with advance notification, outages from time to time for hardware or software maintenance activities. Further, restoration of Clerk's site will be of a lesser priority than restoration of Ottawa County's site in the event of an unforeseen service interruption.

Appendix B

Server Backup

Backups of servers shall be taken as follows:

- Daily
 - Monday through Friday.
 - Five tape sets
- Weekly
 - Friday evening
 - Ten tape sets
- Monthly
 - Month-end evening
 - Three tape sets

Appendix C

Monthly Support (Non-Project) Pricing

Website hosting, at \$500 per month for facilities and services listed in Appendix A.

Action Request



Committee: Planning and Policy Committee

Meeting Date: 4/8/2010

Requesting Department: Planning and Performance Improvement

Submitted By: Mark Knudsen

Agenda Item: Recovery Zone Economic Development Bond (RZEDB) Resolution for Funding Allocation

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the Resolution to allocate Recovery Zone Economic Development Bond (RZEDB) funds to the City of Coopersville in the amount of \$6,404,000.

SUMMARY OF REQUEST:

To approve and forward to the Board of Commissioners the Resolution to allocate Recovery Zone Economic Development Bond (RZEDB) funds to the City of Coopersville in the amount of \$6,404,000.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | County Cost: \$0.00 | Included in Budget: Yes No

If not included in budget, recommended funding source:

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated Non-Mandated New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: #3

Objective: #6

ADMINISTRATION RECOMMENDATION:

Recommended Not Recommended

County Administrator: **Alan G. Vanderberg**

Digitally signed by Alan G. Vanderberg
DN: cn=Alan G. Vanderberg, c=US, o=County of Ottawa, ou=Administrator's Office,
email=avanderberg@mottawa.org
Reason: I am approving this document
Date: 2010.04.01 14:25:30 -0400

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Complex in the Township of Olive, Michigan on the _____ day of _____, 2010 at _____ o'clock p.m. local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, the federal government has enacted the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("PL 111-5") which allows for the issuance of Recovery Zone Economic Development Bonds to pay the costs of public infrastructure facilities at advantageous net interest costs; and,

WHEREAS, pursuant to PL 111-5, the County of Ottawa (the "County") has been allocated the sum of \$20,697,000 in Recovery Zone Economic Development Bond capacity; and,

WHEREAS, in accordance with PL 111-5, the County may assign portion of such allocation to other municipal entities located within the County; and,

WHEREAS, pursuant to the requirements of PL 111-5, the Ottawa County Board of Commissioners adopted a resolution on September 8, 2010 designating all of Ottawa County as a

"recovery zone;" and,

WHEREAS, the City of Coopersville, County of Ottawa, Michigan ("the City") by resolution duly adopted by the City's City Council has requested that the County assign a portion of the County's Recovery Zone Economic Development Bond allocation to the City, so that the City may issue bonds to pay part of the upgrades of the City's wastewater treatment system and public infrastructure improvements to the system, including but not limited to, an aeration system, blowers, pumps, clarifiers, a sludge pumping system, berms and lagoons, a generator, and a disinfection system, in order to accommodate growth in the community, additional users, as well as to accommodate the effluent from a new milk processing plant to be built on a 128-acre site formerly owned by the Delphi Corporation, as well as work necessary or incidental to these improvements ("the Project");

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City of Coopersville be and is hereby assigned an amount not to exceed \$6,404,000 of the County of Ottawa's Recovery Zone Economic Development Bond allocation so that said City may issue such for the purposes of paying part of the cost of the Project.

2. If the City of Coopersville does not issue bonds for the Project on or prior to August 13, 2010, then the County's Planning and Performance Improvement Department is directed to submit a recommendation to this Board with respect to further allocation of the County's Recovery Zone Economic Development Bond allocation.

3. Any bonds issued by the City of Coopersville pursuant to this assignment will not be backed by the full-faith and credit of the County of Ottawa.

4. The City of Coopersville, or its designee, and not the County of Ottawa, will be responsible for any and all due diligence requirements, reporting requirements, and any other

continuing administrative obligations inherent in the bonding process, it being the intention of the County of Ottawa to transfer the designated portion of the bonding allocation to the City of Coopersville, but not for the County of Ottawa to assume any financial or administrative obligations as a result of that transfer.

and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTENTIONS: Commissioners _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OTTAWA)

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Ottawa County Board of Commissioners, Ottawa County, Michigan, at a regular meeting duly called and held on the _____, the original of which is on file in my office.

Date: _____, 2010

Clerk, County of Ottawa