

Agenda
Finance and Administration Committee
West Olive Administration Building
12220 Fillmore, West Olive, MI 49460
Tuesday, November 15, 2011
9:30 a.m.

Consent Items:

1. Approval of the Agenda
2. Approval of Minutes from the October 18, 2011 Finance and Administration Committee Meeting.

Action Items:

3. Monthly Budget Adjustments
Suggested Motion:
To approve and forward to the Board of Commissioners the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of October 2011.
4. Budget Adjustments Greater than \$50,000
Suggested Motion:
To approve budget adjustments #841, #843, #844, #845, #874, #875, #876, #877, #878, #879, and #880.
5. Statement of Review
Suggested Motion:
To approve the Statement of Review for the month of October 2011.
6. Request from the Parks and Recreation Department to create Step Increases in the Wage Schedule for NEC Custodian.
Suggested Motion:
To approve and forward to the Board of Commissioner the request from the Parks and Recreation Department to create step increases (up to four years) in the temporary wage schedule for the position of Nature Education Custodian.
7. WebTecs Contract for Professional Services
Suggested Motion:
To approve and forward to the Board of Commissioners, the Contract with WebTecs, Incorporated to provide web services for the period January 1 - December 31, 2012.

Discussion Items:

8. Treasurer's Financial Month End Update for October 2011.

Adjournment

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

FINANCE AND ADMINISTRATION COMMITTEE

Proposed Minutes

DATE: October 18, 2011

TIME: 9:30 a.m.

PLACE: Fillmore Street Complex

PRESENT: Joe Baumann, Robert Karsten, Roger Rycenga, Dennis Swartout

ABSENT: Donald Disselkoen

STAFF & GUESTS: Bob Spaman, Fiscal Services Director; Alan Vanderberg, Administrator; Marie Waalkes, Human Resources Director; Connie VanderSchaaf, Fiscal Services; Greg Rappleye, Corporation Counsel; Marcia VanVelzen, Equalization; Mike Galligan, Equalization Director; Mark Knudsen, Planning & Performance Improvements Director; Keith VanBeek, Assistant Administrator; Sherri Sayles, Deputy Clerk; Jane Longstreet, CMH

SUBJECT: CONSENT ITEMS

FC 11-119 Motion: To approve the agenda of today as presented and amended adding Action Item #15 – Reallocate Assets from Division 1 General Employer Reserve to Division 60 Mental Health Unclassified Employer Reserve and to approve the minutes of the September 22, 2011, meeting as presented.
Moved by: Karsten UNANIMOUS

SUBJECT: BUDGET ADJUSTMENTS GREATER THAN \$50,000

FC 11-120 Motion: To approve budget adjustments #712, 760, 770, 771, 772, 773, 774, 775, 776, 777, 778 and 779.
Moved by: Rycenga UNANIMOUS

SUBJECT: MONTHLY BUDGET ADJUSTMENTS

FC 11-121 Motion: To approve and forward to the Board of Commissioners the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of September 2011.
Moved by: Baumann UNANIMOUS

SUBJECT: COMMUNITY MENTAL HEALTH PERSONNEL
REQUEST TO CREATE ONE (1) PEER
SPECIALIST – MI SERVICES

FC 11-129 Motion: To approve and forward to the Board of Commissioners the request from Community Mental Health to create one (1) FTE Peer Specialist – MI Services (Group T, Paygrade 06C) at a cost of \$43,890.00. Funding to come from a Community Mental Health Block Grant.
Moved by: Karsten UNANIMOUS

SUBJECT: PURCHASE OF MERS (MICHIGAN MUNICIPAL
EMPLOYEES RETIREMENT SYSTEM) GENERIC
SERVICE CREDITS FOR RONALD CRAMBLET

FC 11-130 Motion: To approve and forward to the Board of Commissioners the purchase of two (2) years of MERS generic service credit for \$14,838.00 (total cost to be paid by employee, Ronald Cramblet).

Total Cost: \$14,838.00
Employer Cost: \$0
Employee Cost: \$14,838.00

Moved by: Baumann MOTION PASSED

Yeas: Messrs. Rycenga, Baumann, Swartout. (3)
Nays: Mr. Karsten. (1)

SUBJECT: SWAP COST ANALYSIS

FC 11-131 Motion: To approve and forward to the Board of Commissioners the 2011 SWAP (Sentenced Work Abatement Program) Cost Analysis.
Moved by: Karsten UNANIMOUS

SUBJECT: REALLOCATE ASSETS FROM DIVISION 1
GENERAL EMPLOYER RESERVE TO DIVISION
60 MENTAL HEALTH UNCLASSIFIED
EMPLOYER RESERVE

FC 11-132 Motion: To approve and forward to the Board of Commissioners the Resolution authorizing the request of Municipal Employees’ Retirement Act (MERS) to reallocate the total market value of assets of \$489,524 of Employer Assets from Division 1 General Employer Reserve to Division 60 Mental Health Unclassified Employer Reserve to enable the actuary to prepare the 2011 actuarial valuation with the transferred assets.

SUBJECT: STATEMENT OF REVIEW

FC 11-122 Motion: To approve the Statement of Review for the month of September 2011.
Moved by: Karsten UNANIMOUS

SUBJECT: QUARTERLY FINANCIAL STATUS REPORT

FC 11-123 Motion: To receive for information the Interim Financial Statement for General Fund, Mental Health Fund and Public Health Fund as of September 30, 2011.
Moved by: Karsten UNANIMOUS

SUBJECT: 2012 BUDGET RESOLUTION

FC 11-124 Motion: To approve and forward to the Board of Commissioners the 2012 Budget Resolution and 2012 Budget.
Moved by: Baumann UNANIMOUS

SUBJECT: 2012 INSURANCE AUTHORITY BUDGET

FC 11-125 Motion: To receive for information and forward to the Board of Commissioners the Ottawa County, Michigan Insurance Authority Budget for fiscal year 2012.
Moved by: Rycenga UNANIMOUS

SUBJECT: COMMITTED FUND BALANCE UNDER GASB 54

FC 11-126 Motion: To approve and forward to the Board of Commissioners the fund balance commitments per the attached schedule. (see yellow section)
Moved by: Karsten UNANIMOUS

SUBJECT: 2011 APPORTIONMENT REPORT

FC 11-127 Motion: To approve and forward to the Board of Commissioners the 2011 Apportionment Report.
Moved by: Rycenga UNANIMOUS

SUBJECT: QUARTERLY TREASURER'S INVESTMENT REPORT

FC 11-128 Motion: To receive for information the Treasurer's Quarterly Investment Report as of September 30, 2011.
Moved by: Baumann UNANIMOUS

Moved by: Baumann

UNANIMOUS

SUBJECT: ADJOURNMENT

The meeting adjourned at 9:56 a.m.

Action Request



Committee: Finance and Administration Committee

Meeting Date: 11/15/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Monthly Budget Adjustments

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the appropriation changes greater than \$50,000 and those approved by the Administrator and Fiscal Services Director for \$50,000 or less which changed the total appropriation from the amended budget for the month of October 2011.

SUMMARY OF REQUEST:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | General Fund 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: 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

- 1: Advocate on legislative issues to maintain and improve the financial position of the County.
- 2: Implement processes and strategies to deal with operational budget deficits.
- 3: Reduce the negative impact of rising employee benefit costs on the budget.
- 4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Pick from list

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 10/01/2011 Thru 10/31/2011

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>ADJUST PROGRAM BUDGET</u>							
BA 770	10/18/2011	2741	7430		5610.0000	State Of Mich - Welfare	100,597.00
BA 770	10/18/2011	2741	7463		8080.0000	Service Contracts	30,179.00-
BA 770	10/18/2011	2741	7464		8080.0000	Service Contracts	70,418.00-
<u>ADJUST PROGRAM BUDGET</u>							
BA 771	10/18/2011	2742	7430		5610.0030	II A Revenue	64,816.00
BA 771	10/18/2011	2742	7433	2320	8080.0000	Service Contracts	64,816.00-
<u>ADJUST PROGRAM BUDGET</u>							
BA 772	10/18/2011	2743	7430		5610.0090	Title III Revenue	53,051.00
BA 772	10/18/2011	2743	7433	2320	8080.0000	Service Contracts	53,051.00-
<u>MVE ADDL MNY FOR GRCC</u>							
BA 773	10/18/2011	2743	7433	2320	8080.0000	Service Contracts	64,000.00-
BA 773	10/18/2011	2743	7433	2320	8440.0040	Other Training	66,000.00
BA 773	10/18/2011	2743	7433	2320	9010.0000	Advertising	2,000.00-
<u>INC-DSLCID WRKR PROG.</u>							
BA 774	10/18/2011	2743	7430		5610.0090	Title III Revenue	55,850.00-
BA 774	10/18/2011	2743	7433	2320	8080.0000	Service Contracts	55,850.00
<u>TRNSFR MNY TO SUBCENTR</u>							
BA 775	10/18/2011	2743	7433	2320	8080.0000	Service Contracts	50,265.00-
BA 775	10/18/2011	2743	7433	2320	8440.0040	Other Training	50,265.00
<u>TO ESTABLISH EMERGENC</u>							
BA 776	10/18/2011	2748	7486	0003	5610.0000	State Of Mich - Welfare	197,079.00-
BA 776	10/18/2011	2748	7486	0003	7040.0000	Salaries - Regular	6,252.00
BA 776	10/18/2011	2748	7486	0003	7150.0000	Social Security	483.00
BA 776	10/18/2011	2748	7486	0003	7160.0000	Hospitalization	1,697.00
BA 776	10/18/2011	2748	7486	0003	7160.0020	OPFB - Health Care	102.00
BA 776	10/18/2011	2748	7486	0003	7170.0000	Life Insurance	21.00
BA 776	10/18/2011	2748	7486	0003	7180.0000	Retirement & Sick Leave	1,009.00
BA 776	10/18/2011	2748	7486	0003	7180.0010	457 Plan Contribution	26.00
BA 776	10/18/2011	2748	7486	0003	7190.0000	Dental Insurance	87.00
BA 776	10/18/2011	2748	7486	0003	7200.0000	Worker'S Compensation	2.00
BA 776	10/18/2011	2748	7486	0003	7310.0000	Longevity	60.00

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>TO ESTABLISH EMERGENC</u>							
BA 776	10/18/2011	2748	7486	0003	7220.0000	Unemployment	5.00
BA 776	10/18/2011	2748	7486	0003	7230.0000	Optical Insurance	20.00
BA 776	10/18/2011	2748	7486	0003	7240.0000	Disability Insurance	27.00
BA 776	10/18/2011	2748	7486	0003	8600.0000	Travel - Mileage	69.00
BA 776	10/18/2011	2748	7486	0007	7390.0000	Operational Supplies	21,632.00
BA 776	10/18/2011	2748	7486	0007	8080.0000	Service Contracts	17,814.00
BA 776	10/18/2011	2748	7486	0007	8430.0000	Client Assistance Pymts	44,799.00
BA 776	10/18/2011	2748	7486	0007	9010.0000	Advertising	60,974.00
BA 776	10/18/2011	2748	7486	0007	9370.0000	Building Repairs	42,000.00
<u>TO CORRECT OVERBUDGET</u>							
BA 777	10/18/2011	1010	3020		7040.0000	Salaries - Regular	65,000.00-
BA 777	10/18/2011	1010	3020		7050.0040	Temp. Salaries-Reserves	8,519.00-
BA 777	10/18/2011	1010	3020		7180.0010	457 Plan Contribution	8,519.00
BA 777	10/18/2011	1010	3020		8650.0000	Gas And Oil	65,000.00
<u>BYRNE JUSTICE ASST GRNT</u>							
BA 778	10/18/2011	2602	3110		5430.0000	St Of MI-Public Safety	209,464.00-
BA 778	10/18/2011	2602	3110		5820.0000	Contrib Local-Pub. Safety	209,464.00-
BA 778	10/18/2011	2602	3110		8080.0000	Service Contracts	209,464.00
BA 778	10/18/2011	2602	3110		8850.0000	On Behalf Payments-Local	209,464.00
<u>TO ALIGN OC BDG W/STAT</u>							
BA 779	10/18/2011	2748	7438	0003	5610.0100	Most-Allegan DSS Revenue	44,861.00
BA 779	10/18/2011	2748	7438	0003	7040.0000	Salaries - Regular	3,072.00-
BA 779	10/18/2011	2748	7438	0007	8440.0050	Administration-Sub Agents	71,789.00-
BA 779	10/18/2011	2748	7438	0007	8590.0000	Transportation Charges	30,000.00
<u>INCREASE IN PRINTING</u>							
BA 780	10/12/2011	1010	1310		6010.0000	Court Filing Fees	1,500.00-
BA 780	10/12/2011	1010	1310		7270.0000	Office Supplies	1,351.00
BA 780	10/12/2011	1010	1310		7280.0000	Printing & Binding	500.00
BA 780	10/12/2011	1010	1310		8030.0070	Visiting Judges	351.00-
<u>SPLL RCVRY REV/ADJ OB</u>							
BA 782	10/12/2011	1010	4263		6710.0000	Other Revenue	560.00-
BA 782	10/12/2011	1010	4263		8650.0000	Gas And Oil	560.00

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>INC FOR REIMBURSEMENT</u>							
<u>INC FOR REIMBURSEMENT</u>							
BA 785	10/12/2011	2081	7510		6760.0000	Reimbursements	6,525.00-
BA 785	10/12/2011	2081	7510		8650.0000	Gas And Oil	10,800.00
<u>FOR CSHCS GRANT RECVD</u>							
BA 786	10/12/2011	2210	6050		6710.0000	Other Revenue	5,000.00-
BA 786	10/12/2011	2210	6050		7390.0000	Operational Supplies	500.00
BA 786	10/12/2011	2210	6050		8210.0000	Contractual - Other	4,400.00
BA 786	10/12/2011	2210	6050		8600.0000	Travel - Mileage	100.00
<u>ALGN OC BDG W/STATE</u>							
BA 793	10/12/2011	2748	7431	0003	5610.0100	Most-Allegan DSS Revenue	23,268.00-
BA 793	10/12/2011	2748	7431	0003	8080.0000	Service Contracts	2,792.00
BA 793	10/12/2011	2748	7433	0007	8440.0050	Administration-Sub Agents	20,476.00
<u>EST CONTINUATION BDGT</u>							
BA 795	10/12/2011	2870	7483		5610.0000	State Of Mich - Welfare	3,680.00-
BA 795	10/12/2011	2870	7483		7040.0000	Salaries - Regular	2,201.00
BA 795	10/12/2011	2870	7483		7150.0000	Social Security	169.00
BA 795	10/12/2011	2870	7483		7160.0000	Hospitalization	860.00
BA 795	10/12/2011	2870	7483		7160.0020	OPEB - Health Care	46.00
BA 795	10/12/2011	2870	7483		7170.0000	Life Insurance	5.00
BA 795	10/12/2011	2870	7483		7180.0000	Retirement & Sick Leave	229.00
BA 795	10/12/2011	2870	7483		7180.0010	457 Plan Contribution	2.00
BA 795	10/12/2011	2870	7483		7190.0000	Dental Insurance	42.00
BA 795	10/12/2011	2870	7483		7200.0000	Worker'S Compensation	1.00
BA 795	10/12/2011	2870	7483		7220.0000	Unemployment	1.00
BA 795	10/12/2011	2870	7483		7230.0000	Optical Insurance	10.00
BA 795	10/12/2011	2870	7483		7240.0000	Disability Insurance	10.00
BA 795	10/12/2011	2870	7483		8600.0000	Travel - Mileage	41.00
BA 795	10/12/2011	2870	7483		8610.0000	Conferences & Othr Travel	63.00
<u>REFLECT TRANS TO DB/DC</u>							
BA 798	10/12/2011	2970	8610		6990.1010	Oper Trans-General Fund	1,000,000.00-
BA 798	10/12/2011	2970	8610		6990.2320	Oper Trans-Transportation	25,787.00-
BA 798	10/12/2011	2970	8610		6990.2444	Oper Trans-Infrastructure	400,000.00-
BA 798	10/12/2011	2970	8610		6990.2601	Oper Trans-Prosecuting At	25,089.00-
BA 798	10/12/2011	2970	8610		6990.2850	Oper Trans In - Comm Corr	100,861.00-
BA 798	10/12/2011	2970	8610		6990.2901	Oper Trans-Child Cr SocSV	250,000.00-

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 10/01/2011 Thru 10/31/2011

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>REFLECT TRANS TO DB/DC</u>							
BA 798	10/12/2011	2970	8610		6990.2920	Oper Trans In-Child Care	750,000.00-
BA 798	10/12/2011	2970	8610		6990.2921	Oper Trans-Child Cr-SocSV	73,261.00-
BA 798	10/12/2011	2970	8610		6990.2980	Oper Trans In-Comp Absnce	375,000.00-
BA 798	10/12/2011	2970	8610		6990.6771	Oper Tran In-P.S.F. Healt	400,000.00-
<u>GRAND HAVEN ASSESSING</u>							
BA 801	10/17/2011	1010	2250		6080.0000	Departmental Services	49,479.00
BA 801	10/17/2011	1010	2250		7040.0000	Salaries - Regular	17,149.00-
BA 801	10/17/2011	1010	2250		7050.0000	Salaries - Temporary	6,520.00-
BA 801	10/17/2011	1010	2250		7150.0000	Social Security	1,422.00-
BA 801	10/17/2011	1010	2250		7160.0000	Hospitalization	3,107.00-
BA 801	10/17/2011	1010	2250		7160.0020	OPEB - Health Care	326.00-
BA 801	10/17/2011	1010	2250		7170.0000	Life Insurance	34.00-
BA 801	10/17/2011	1010	2250		7180.0000	Retirement & Sick Leave	1,568.00-
BA 801	10/17/2011	1010	2250		7180.0010	457 Plan Contribution	200.00-
BA 801	10/17/2011	1010	2250		7190.0000	Dental Insurance	210.00-
BA 801	10/17/2011	1010	2250		7200.0000	Worker'S Compensation	6.00-
BA 801	10/17/2011	1010	2250		7220.0000	Unemployment	84.00-
BA 801	10/17/2011	1010	2250		7230.0000	Optical Insurance	31.00-
BA 801	10/17/2011	1010	2250		7240.0000	Disability Insurance	47.00-

MDCH GRANT AWARDS FOR

BA 806	10/17/2011	2210	6032		5550.0000	State Of MI - Health	20,860.00-
BA 806	10/17/2011	2210	6032		7040.0000	Salaries - Regular	10,629.00
BA 806	10/17/2011	2210	6032		7150.0000	Social Security	812.00
BA 806	10/17/2011	2210	6032		7160.0000	Hospitalization	2,034.00
BA 806	10/17/2011	2210	6032		7160.0020	OPEB - Health Care	86.00
BA 806	10/17/2011	2210	6032		7170.0000	Life Insurance	23.00
BA 806	10/17/2011	2210	6032		7180.0000	Retirement & Sick Leave	1,118.00
BA 806	10/17/2011	2210	6032		7180.0010	457 Plan Contribution	24.00
BA 806	10/17/2011	2210	6032		7190.0000	Dental Insurance	137.00
BA 806	10/17/2011	2210	6032		7200.0000	Worker'S Compensation	4.00
BA 806	10/17/2011	2210	6032		7210.0000	Longevity	14.00
BA 806	10/17/2011	2210	6032		7220.0000	Unemployment	69.00
BA 806	10/17/2011	2210	6032		7230.0000	Optical Insurance	20.00
BA 806	10/17/2011	2210	6032		7240.0000	Disability Insurance	30.00
BA 806	10/17/2011	2210	6032		7390.0000	Operational Supplies	250.00
BA 806	10/17/2011	2210	6032		8210.0000	Contractual - Other	4,500.00
BA 806	10/17/2011	2210	6032		8600.0000	Travel - Mileage	960.00
BA 806	10/17/2011	2210	6032		8610.0000	Conferences & Othr Travel	150.00
BA 806	10/17/2011	2210	6033		5550.0000	State Of MI - Health	35,000.00-

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>MDCH_GRANT_AWARDS_FOR</u>							
BA 806	10/17/2011	2210	6033		7040.0000	Salaries - Regular	12,000.00
BA 806	10/17/2011	2210	6033		7150.0000	Social Security	920.00
BA 806	10/17/2011	2210	6033		7160.0000	Hospitalization	2,161.00
BA 806	10/17/2011	2210	6033		7160.0020	OPEB - Health Care	97.00
BA 806	10/17/2011	2210	6033		7170.0000	Life Insurance	29.00
BA 806	10/17/2011	2210	6033		7180.0000	Retirement & Sick leave	1,350.00
BA 806	10/17/2011	2210	6033		7180.0010	457 Plan Contribution	25.00
BA 806	10/17/2011	2210	6033		7190.0000	Dental Insurance	155.00
BA 806	10/17/2011	2210	6033		7200.0000	Worker'S Compensation	4.00
BA 806	10/17/2011	2210	6033		7210.0000	Longevity	20.00
BA 806	10/17/2011	2210	6033		7220.0000	Unemployment	81.00
BA 806	10/17/2011	2210	6033		7230.0000	Optical Insurance	23.00
BA 806	10/17/2011	2210	6033		7240.0000	Disability Insurance	35.00
BA 806	10/17/2011	2210	6033		7390.0000	Operational Supplies	4,300.00
BA 806	10/17/2011	2210	6033		8210.0000	Contractual - Other	12,600.00
BA 806	10/17/2011	2210	6033		8610.0000	Conferences & Othr Travel	500.00
BA 806	10/17/2011	2210	6033		9010.0000	Advertising	700.00
BA 806	10/17/2011	2210	6051		5550.0000	State Of MI - Health	16,759.00
BA 806	10/17/2011	2210	6051		7370.0000	Office Supplies	2,000.00
BA 806	10/17/2011	2210	6051		7280.0000	Printing & Binding	5,000.00
BA 806	10/17/2011	2210	6051		7390.0000	Operational Supplies	4,820.00
BA 806	10/17/2011	2210	6051		8210.0000	Contractual - Other	4,080.00
BA 806	10/17/2011	2210	6051		8600.0000	Travel - Mileage	90.00
BA 806	10/17/2011	2210	6051		8610.0000	Conferences & Othr Travel	769.00
BA 806	10/17/2011	2210	6311		5550.0000	State Of MI - Health	5,000.00
BA 806	10/17/2011	2210	6311		8210.0000	Contractual - Other	4,125.00
<u>SFTWR_ENHANCEMENTS</u>							
BA 809	10/17/2011	2220	6493	3241	5170.0050	Medicaid - Capitated	6,400.00
BA 809	10/17/2011	2220	6495	5029	9770.0020	Software	6,400.00
<u>ADJ_BDG_TO_ACTL_STATE</u>							
BA 815	10/17/2011	2743	7460		5610.0000	State Of Mich - Welfare	976.00
BA 815	10/17/2011	2743	7460		8210.0000	Contractual - Other	976.00
<u>CVR_CST_OF_MERS_STUDY</u>							
BA 820	10/17/2011	2970	8610		6650.0000	Interest On Investments	7,600.00
BA 820	10/17/2011	2970	8610		8080.0000	Service Contracts	7,600.00

County of Ottawa
Fiscal Services Department
Changes to Total Appropriations and Adjustments
Budget Adjustments From Date: 10/01/2011 Thru 10/31/2011

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
MI INCM TX INTRCP WRT							
MI INCM TX INTRCP WRT							
BA 822	10/24/2011	1010	1310		6010.0000	Court Filing Fees	6,000.00-
BA 822	10/24/2011	1010	1310		8080.0000	Service Contracts	6,000.00
<u>BLDG. STEP REPAIR</u>							
BA 828	10/24/2011	1010	2654		9370.0000	Building Repairs	2,500.00
<u>EST BDG FOR CTZN POLC</u>							
BA 829	10/24/2011	1010	2010		6999.3900	Rev. (Over) Under Expend.	2,158.00-
BA 829	10/24/2011	1010	3540		7390.0000	Operational Supplies	2,158.00
<u>SETUP PIGEION RVR GRT</u>							
BA 831	10/24/2011	2081	7510		6710.0000	Other Revenue	10,000.00-
BA 831	10/24/2011	2081	7510		9740.0000	Land Improvements	10,000.00
<u>ADJ TRNSFR OF 10% ADM</u>							
BA 835	10/24/2011	2740	7430	1120	5610.0020	Cost Pool Revenue	5,550.00-
BA 835	10/24/2011	2740	7431		8080.0000	Service Contracts	5,550.00
<u>ADJ TRNSFR OF 10% ADM</u>							
BA 836	10/24/2011	2743	7430		5610.0090	Title III Revenue	5,550.00
BA 836	10/24/2011	2743	7433	2320	7160.0000	Hospitalization	5,550.00-
<u>EST BDG FOR WASH ACCT</u>							
BA 838	10/24/2011	2743	7460		5610.0000	State Of Mich - Welfare	10,000.00-
BA 838	10/24/2011	2743	7460		8080.0000	Service Contracts	851.00-
BA 838	10/24/2011	2743	7460		8210.0000	Contractual - Other	10,000.00
BA 838	10/24/2011	2743	7460		9390.0000	Building Rental	851.00
<u>MUSKETWA TRL EXTENSN</u>							
BA 852	10/31/2011	2081	7510		6070.0110	Reservation Fees	6,500.00-
BA 852	10/31/2011	2081	7510		6070.0120	Entrance Fees	435.00-
BA 852	10/31/2011	2081	7510		8080.0000	Service Contracts	5,000.00
<u>EST CONTUATN FOR FEMA</u>							

Adjustment Number	G/L Date	Fund	Dept	Sub Dept	Account Number	Account Name	Adjustment Amount
<u>EST CONTUATN FOR FEMA</u>							
BA 857	10/31/2011	2810	7290		5610.0000	State Of Mich - Welfare	2,805.00-
BA 857	10/31/2011	2810	7290		8430.0010	Utility Payments	2,805.00
<u>TRAINING & BOOKS</u>							
BA 858	10/31/2011	2850	1520		6070.0000	Chrgs. For Serv. - Fees	3,750.00-
BA 858	10/31/2011	2850	1520		7270.0000	Office Supplies	3,750.00
BA 858	10/31/2011	2850	1520		8080.0000	Service Contracts	1,000.00-
BA 858	10/31/2011	2850	1520		8610.0000	Conferences & Othr Travel	1,000.00

Action Request



Committee: Finance and Administration Committee

Meeting Date: 11/15/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Budget Adjustments Greater than \$50,000

SUGGESTED MOTION:

To approve budget adjustments #841, #843, #844, #845, #874, #875, #876, #877, #878, #879, and #880.

SUMMARY OF REQUEST:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

FINANCIAL INFORMATION:

Total Cost: \$0.00 | General Fund 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: 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

- 1: Advocate on legislative issues to maintain and improve the financial position of the County.
- 2: Implement processes and strategies to deal with operational budget deficits.
- 3: Reduce the negative impact of rising employee benefit costs on the budget.
- 4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

Budget Adjustments Over \$50,000

BA Number	Fund	Department	Explanation	Adjustment
841	General Fund	Grand Haven Assessing	Establish budget for Grand Haven Assessing in a separate department.	\$ 61,204
843	9/30 Grant Programs	Michigan Prison Re-entry Initiative	To establish Michigan Prison Re-entry Initiative grant through September 30, 2012.	\$ 1,331,935
844	9/30 Grant Programs	2nd Chance	To establish continuation of budget for 2nd Chance grant through June 30, 2012	\$ 558,690
845	Mental Health	Developmentally Disabled	Combining budget.	\$ 912,906
874	General	Planning & Performance Improvement	Increasing budget for the Study of Michigan Highways/Streets	\$ 80,034
875	Parks	Parks & Recreation	Set up grants, donations and purchases for the Valkier and Koster properties.	\$ 646,000
876	Health	Various	Adjust to Life Consultation Center budget based on submission.	\$ 61,687
877	9/30 Grant Programs	Trade Adjustment Act	To establish Trade Adjustment Act 2012 budget.	\$ 1,000,000
878	Grant Programs - Pass Thru	Energy Efficiency and Conservation Block Grant	Budget remaining at 9/30/2011 rolling forward for the new fiscal year.	\$ 126,997
879	Child Care - Circuit Court	Circuit Court - Juvenile Services	To separate the out of state placement costs from in-state placement costs.	\$ 100,000
880	Mental Health	Various	Final Community Mental Health Board approved budget.	\$ 117,102

Action Request



Committee: Finance and Administration Committee

Meeting Date: 11/15/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Statement of Review

SUGGESTED MOTION:

To approve the Statement of Review for the month of October 2011.

SUMMARY OF REQUEST:

Per Diem and mileage payments to Commissioners per the Officers Compensation Commission

FINANCIAL INFORMATION:

Total Cost: \$0.00 | General Fund 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: 1: Maintain and Improve the Strong Financial Position of the County.

Objective:

- 1: Advocate on legislative issues to maintain and improve the financial position of the County.
- 2: Implement processes and strategies to deal with operational budget deficits.
- 3: Reduce the negative impact of rising employee benefit costs on the budget.
- 4: Maintain or improve bond ratings.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

STATEMENT OF REVIEW FOR THE MONTH OF: October

Baumann /

DeJong /

Disselkoen /

Holtrop /

Holtvluwer /

Karsten /

Kuyers /

Ruiter /

Rycenga /

Swartout /

Visser /

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Joseph Baumann** For the month beginning October 01, 2011
Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	26.0	\$70.00
-	01:15 PM - 01:30 PM	Human Resources Committee	.0	-
-	01:30 PM - 02:30 PM	Board of Commissioners Meeting	.0	-
10/18/2011	09:30 AM - 10:30 AM	Finance & Administration Committee	26.0	\$40.00
10/19/2011	07:00 PM - 09:00 PM	Employee Recognition Dinner - mileage only	43.0	-
10/24/2011	12:00 PM - 01:30 PM	Macatawa Area Coordinating Council Policy Board	20.0	\$40.00
10/25/2011	01:30 PM - 02:00 PM	Board of Commissioners Meeting	26.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$190.00
Total Mileage:			141.0	\$78.26
Total Voucher:				\$268.26

11/10/2011

Revision History

Created by Joseph Baumann on 10/26/2011 10:34:25 PM
Modified by Elizabeth Lyyski on 11/10/2011 12:46:05 PM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Greg DeJong** For the month beginning October 01, 2011
Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/05/2011	12:00 PM - 01:45 PM	MSU Cooperative Extension Board	84.0	\$40.00
10/06/2011	10:30 AM - 07:45 PM	meeting with polkton township board - mileage only	12.5	-
10/10/2011	04:00 PM - 05:15 PM	meet & greet with Governor Rick Snyder at Amyway hotel - mileage only	29.0	-
-	07:00 PM - 09:00 PM	Board meetings at Chester Township, City of Coopersville and Allendale Township - mileage only	30.0	-
-	-	-	-	-
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	.0	\$70.00
-	01:15 PM - 01:30 PM	Human Resources Committee	.0	-
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	32.0	-
-	07:00 PM - 07:45 PM	Tallmadge township board meeting - mileage only	19.0	-
10/12/2011	08:30 AM - 09:34 AM	Health & Human Services Committee	32.0	\$40.00
-	07:00 PM - 07:45 PM	Wright Township board meeting - mileage only	13.0	-
10/18/2011	06:30 PM - 09:00 PM	Right to Life Banquet in Hudsonville - mileage only	28.0	-
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	32.0	\$40.00
10/27/2011	07:00 PM - 08:15 PM	Republican party meeting in Holland - mileage only	48.0	-
-	-	-	-	-
Total Per Diem:				\$190.00
Total Mileage:			359.5	\$199.52
Total Voucher:				\$389.52

11/10/2011

Revision History

Created by Greg DeJong on 11/03/2011 10:05:40 AM
Modified by Elizabeth Lyyski on 11/09/2011 09:52:42 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Donald Disselkoen** For the month beginning October 01, 2011
Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/05/2011	11:00 AM - 04:15 PM	MDOT Asset Management Council	.0	\$70.00
10/10/2011	11:30 AM - 12:45 PM	West Michigan Airport Authority (Tulip City Airport)	9.0	\$40.00
10/11/2011	01:15 PM - 01:30 PM	Human Resources Committee	.0	\$40.00
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	23.0	-
10/13/2011	08:00 AM - 09:45 AM	West Michigan Airport Authority (Tulip City Airport)	6.0	\$40.00
-	03:15 PM - 04:00 PM	CMH Board Community Relations Committee	6.0	\$30.00
10/16/2011	08:30 AM - 04:00 PM	CMH Annual State Conference	332.0	\$70.00
10/17/2011	08:30 AM - 04:00 PM	CMH Annual State Conference	.0	\$70.00
10/18/2011	08:30 AM - 04:00 PM	CMH Annual State Conference	.0	\$70.00
10/19/2011	08:00 AM - 09:30 AM	Road Commission Quarterly Meeting - mileage only	23.0	-
-	10:00 AM - 11:00 AM	Lakeshore Coordinating Council	23.0	\$40.00
10/24/2011	11:45 AM - 12:30 PM	West Michigan Airport Authority (Tulip City Airport)	58.0	\$40.00
-	03:00 PM - 04:15 PM	Community Mental Health Board	6.0	-
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	23.0	\$40.00
10/27/2011	10:30 AM - 11:00 AM	WHTC with Bob Karsten - mileage only	6.0	-
10/28/2011	10:00 AM - 11:45 AM	Macatawa Area Coordinating Council Policy Board	172.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$590.00
Total Mileage:			687.0	\$381.29
Total Voucher:				\$971.29

11/10/2011

Revision History

Created by Elizabeth Lyyski on 11/09/2011 09:49:50 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **James Holtrop** For the month beginning October 01, 2011
Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/10/2011	10:30 AM - 11:45 AM	Grand Valley Metro Council	52.0	\$40.00
-	01:15 PM - 01:30 PM	Human Resources Committee	.0	-
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	.0	\$70.00
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	37.0	-
10/12/2011	08:30 AM - 09:34 AM	Health & Human Services Committee	37.0	\$40.00
10/19/2011	09:30 AM - 10:45 AM	GVMC Policy Committee	35.0	\$40.00
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	37.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$230.00
Total Mileage:			198.0	\$109.89
Total Voucher:				\$339.89

11/10/2011

Revision History

Created by James Holtrop on 10/10/2011 03:10:16 PM
Modified by James Holtrop on 10/19/2011 11:33:50 AM
Modified by Elizabeth Lyyski on 11/09/2011 10:08:04 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **James Holtvluwer** For the month beginning October 01, 2011
 Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/05/2011	04:00 PM - 05:45 PM	Parks & Rec Public Relations Committee	32.0	\$40.00
10/10/2011	03:30 PM - 05:00 PM	CMH Board QI/Planning/Program Committee	50.0	\$40.00
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	.0	\$70.00
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	32.0	-
10/12/2011	08:30 AM - 09:34 AM	Health & Human Services Committee	32.0	\$40.00
10/24/2011	03:00 PM - 04:15 PM	Community Mental Health Board	50.0	\$40.00
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	32.0	\$40.00
10/27/2011	03:00 PM - 05:00 PM	Parks & Rec Public Relations Committee	48.0	\$40.00
10/28/2011	10:00 AM - 12:15 PM	Michigan Association of Counties - Steering	159.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$350.00
Total Mileage:			435.0	\$241.43
Total Voucher:				\$591.43

11/10/2011

Revision History

Created by James Holtvluwer on 10/07/2011 02:19:16 PM
 Modified by James Holtvluwer on 10/12/2011 04:39:32 PM
 Modified by James Holtvluwer on 10/26/2011 06:11:35 PM
 Modified by James Holtvluwer on 10/27/2011 05:04:34 PM
 Modified by James Holtvluwer on 10/28/2011 03:30:19 PM
 Modified by Elizabeth Lyyski on 11/09/2011 10:10:04 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Robert Karsten** For the month beginning October 01, 2011
Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/11/2011	01:30 PM - 02:55 PM	Board of Commissioners Meeting	24.0	\$40.00
10/18/2011	09:30 AM - 09:56 AM	Finance & Administration Committee	24.0	\$40.00
10/19/2011	10:00 AM - 11:00 AM	Lakeshore Coordinating Council	30.0	\$40.00
10/24/2011	03:00 PM - 04:15 PM	Community Mental Health Board	6.0	\$40.00
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	24.0	\$40.00
-	-	-	-	-
			Total Per Diem:	\$200.00
			Total Mileage:	108.0
			Total Voucher:	\$259.94

11/10/2011

Revision History

Created by Robert Karsten on 10/19/2011 01:25:17 PM
Modified by Robert Karsten on 10/24/2011 10:39:11 PM
Modified by Elizabeth Lyyski on 11/09/2011 10:11:27 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Philip Kuyers** For the month beginning October 01, 2011
 Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/05/2011	11:45 AM - 02:00 PM	MSU Cooperative Extension Board	68.0	\$40.00
-	04:00 PM - 05:45 PM	Parks & Recreation Commission	2.0	\$30.00
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	.0	\$70.00
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	2.0	-
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	2.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$180.00
Total Mileage:			74.0	\$41.07
Total Voucher:				\$221.07

11/10/2011

Revision History

Created by Philip Kuyers on 10/05/2011 10:12:12 **PM**
 Modified by Elizabeth Lyyski on 11/09/2011 10:12:22 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Jane Ruiter** For the month beginning October 01, 2011
 Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/11/2011	07:30 AM - 08:30 AM	Community Corrections Advisory Board	30.0	\$40.00
-	01:15 PM - 01:30 PM	Human Resources Committee	.0	\$30.00
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	30.0	-
-	-	-	-	-
Total Per Diem:				\$70.00
Total Mileage:			60.0	\$33.30
Total Voucher:				\$103.30

11/10/2011

Revision History

Created by Jane Ruiter on 10/11/2011 10:57:47 AM
 Modified by Jane Ruiter on 10/19/2011 01:22:50 PM
 Modified by Elizabeth Lyyski on 11/09/2011 10:12:54 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Roger Rycenga** For the month beginning October 01, 2011
Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/10/2011	09:00 AM - 10:15 AM	Veterans' Affairs Committee	14.0	\$40.00
10/11/2011	01:30 PM - 02:55 PM	Board of Commissioners Meeting	14.0	\$40.00
10/12/2011	11:00 AM - 12:45 PM	OCEDO Excutive Meeting - mileage only	5.0	-
10/18/2011	09:30 AM - 10:30 AM	Finance & Administration Committee	14.0	\$40.00
10/19/2011	08:00 AM - 09:30 AM	met with road commission - mileage only	14.0	-
-	07:00 PM - 09:00 PM	county awards banquet - mileage only	40.0	-
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	14.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$160.00
Total Mileage:			115.0	\$63.83
Total Voucher:				\$223.83

11/10/2011

Revision History

Created by Roger Rycenga on 10/31/2011 08:36:01 AM
Modified by Elizabeth Lyyski on 11/09/2011 10:13:48 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Dennis Swartout** For the month beginning October 01, 2011
 Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	.0	\$70.00
-	01:30 PM - 02:55 PM	Board of Commissioners Meeting	26.0	-
10/18/2011	09:30 AM - 09:56 AM	Finance & Administration Committee	26.0	\$40.00
10/25/2011	01:30 PM - 01:43 PM	Board of Commissioners Meeting	26.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$150.00
Total Mileage:			78.0	\$43.29
Total Voucher:				\$193.29

11/10/2011

Revision History

Created by Elizabeth Lyyski on 11/09/2011 10:10:53 AM

**Board of Commissioners
Per Diem and Mileage Voucher**

Commissioner: **Stu Visser** For the month beginning October 01, 2011
 Status: **Submitted to Fiscal Services**

Date	Time	Purpose	Mileage	Per Diem
10/10/2011	09:00 AM - 10:00 AM	Veterans' Affairs Committee	28.0	\$40.00
10/11/2011	08:15 AM - 01:00 PM	Board of Commissioners Work Session	.0	\$70.00
-	01:30 PM - 03:00 PM	Board of Commissioners Meeting	28.0	-
10/12/2011	08:30 AM - 10:00 AM	Health & Human Services Committee	28.0	\$40.00
10/19/2011	06:00 PM - 08:00 PM	awards banquet - mileage only	44.0	-
10/25/2011	01:30 PM - 02:15 PM	Board of Commissioners Meeting	28.0	\$40.00
10/27/2011	09:00 AM - 10:30 AM	OCCDA Policy Board	28.0	\$40.00
-	-	-	-	-
Total Per Diem:				\$230.00
Total Mileage:			184.0	\$102.12
Total Voucher:				\$332.12

11/10/2011

Revision History

Created by Stu Visser on 10/29/2011 06:15:29 PM

Action Request



Committee: Finance and Administration Committee

Meeting Date: 11/15/2011

Requesting Department: Human Resources

Submitted By: Marie Waalkes

Agenda Item: Request from the Parks and Recreation Department to create Step Increases in the Wage Schedule for NEC Custodian.

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners the request from the Parks and Recreation Department to create step increases (up to four years) in the temporary wage schedule for the position of Nature Education Custodian.

SUMMARY OF REQUEST:

The Nature Education Center Custodian position recently has become vacant.

The Nature Education Center (NEC) Custodian position was established in 2010 to perform routine cleaning duties, but also to be involved with the special and complex LEEDS certified building systems employed at the NEC, to open and close the building, to coordinate and set up for naturalist events and school groups, and to be able to positively interact with visitors.

The Custodian position is budgeted at \$7.50 per hour. It is a part time position of 1000 hours or less per year (approximately 20 hours per week). Due to an oversight, when the Custodian position was proposed with the 2010 budget it did not include reference to step increases. The position is budgeted at a flat \$7.50 per hour.

The addition of steps for this position would be an effective way for the Parks Department to promote retention of the right person. The pay scale steps would mirror the steps currently in place for Park Attendants – Start \$7.50, 2nd year \$8.30, 3rd year \$8.70, 4th year \$8.85. The maximum cost of adding step increases to the NEC Custodian position for one year, assuming an individual at the highest pay scale of \$8.85 per hour, would be an annual increase of \$1,455.44. This number reflects the difference in salary plus fringes between an individual hired at \$7.50 per hour and someone paid \$8.85 per hour for the 1,000 hours.

FINANCIAL INFORMATION:

Total Cost: \$1,455.44 | General Fund Cost: \$0.00 | Included in Budget: Yes | No

If not included in budget, recommended funding source: Parks Millage

ACTION IS RELATED TO AN ACTIVITY WHICH IS:

Mandated | Non-Mandated | New Activity

ACTION IS RELATED TO STRATEGIC PLAN:

Goal: 3: To Contribute to a Healthy Physical, Economic, & Community Environment.

Objective: 5: Provide quality County facilities throughout the County.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

REQUEST FOR NATURE EDUCATION CENTER CUSTODIAN PAY SCALE STEPS

OTTAWA COUNTY PARKS AND RECREATION

9/29/2011

The Nature Education Center (NEC) Custodian position was established in 2010 as a parks employee who would perform routine cleaning duties at the newly constructed facility, and would also be involved with the special and complex LEEDS certified building systems, open and close the building, coordinate and set up for naturalist events and school groups, and be able to positively interact with visitors.

The custodian position is budgeted at \$7.50 per hour. It is a part time position of 1,000 hours or less per year (approximately 20 hours per week). Due to an oversight when the Custodian position was proposed with the 2010 budget, it did not include reference to step increases. The position is budgeted at a flat \$7.50 per hour.

As with most other temporary positions in the Parks and Recreation Department, the addition of steps for this position would be an effective way for the parks department to promote retention of a trained and qualified person. The proposed steps would mirror the steps currently in place for Park Attendants – Start \$7.50, 2nd year \$8.30, 3rd year \$8.70, 4th year \$8.85.

The maximum cost of adding step increases to the NEC Custodian position for one year, assuming an individual at the highest pay scale of \$8.85 per hour, would be an annual increase of \$1,455.44. This number reflects the difference in salary plus fringes between an individual hired at \$7.50 per hour and someone paid \$8.85 per hour for the 1,000 hours.

If added steps are approved and take effect in 2011, funds are available for the remainder of the year in the Parks and Recreation Budget in 2081.7510.7050.0000 (Temporary Salaries) due to savings while the position was vacant.

Funds for this change are not currently budgeted for 2012, but funding is available through parks millage funding. The increased cost has been approved by the Parks and Recreation Commission pending Board approval.

Action Request



Committee: Finance and Administration Committee

Meeting Date: 11/15/2011

Requesting Department: Information Technology

Submitted By: Dave Hulst

Agenda Item: WebTecs Contract for Professional Services

SUGGESTED MOTION:

To approve and forward to the Board of Commissioners, the Contract with WebTecs, Incorporated to provide web services for the period January 1 - December 31, 2012.

SUMMARY OF REQUEST:

The contract for website services expires December 31, 2011. It is recommended that a new contract be negotiated with WebTecs, Incorporated for a period of one year. WebTecs, Incorporated has developed and supported the County's website since 2005. Since this contract is for professional services, and based on the performance of WebTecs, Inc and their knowledge of County services a negotiated contract rather than an RFP process is recommended.

FINANCIAL INFORMATION:

Total Cost: \$234,000.00 | General Fund Cost: \$234,000.00 | 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: 2: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: 1: Continue to improve the County website.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

CONTRACT FOR WEBSITE MANAGEMENT SERVICES

This Contract is made and entered into by and between the County of Ottawa, 12220 Fillmore St., West Olive, Michigan, 49460 ("Ottawa County), and WebTecs Inc. ("WebTecs"), located at 17732 Cobblefield Lane, Spring Lake, Michigan, 49456.

Section 1: Recitals

1. Ottawa County desires to enter into a term contract with WebTecs to serve as "Ottawa County Website Manager" to operate, maintain and enhance Ottawa County's Internet Website and support other Ottawa County web-based initiatives.
2. WebTecs represents that it is authorized to enter into this contract and is qualified and has sufficient resources to perform the services required by Ottawa County as set forth in this Contract.
3. In consideration for the mutual covenants contained herein, the parties agree as follows.

Section 2: Purpose of Ottawa County Website

1. The purpose of the Ottawa County Website is as follows:
 - a. To provide a significant public service to the citizens and businesses of Ottawa County by (1) increasing accessibility to public information and other data and services through electronic means, (2) promoting economic development by increasing ease of access to public information and promoting the sharing of that information through electronic transactions, and (3) promoting electronic interaction between citizens and government for the convenience of the citizenry and the efficiency of the government.
 - b. To provide such public service through a combination of marketing and management, user fees, and Ottawa County appropriations.

Section 3: Term

1. This Contract shall be for a term of one (1) year beginning January 1, 2012, unless earlier terminated according to the terms of this Contract. Upon written agreement of the parties, this Contract may be extended for an additional period of time.

Section 4: Software License

1. WebTecs shall be responsible during the term of this Contract for the sourcing, development, installation, and maintenance of the software necessary to operate Ottawa County's Website or in support of other Ottawa County web-based initiatives, either as developed by WebTecs specifically for Ottawa County or licensed to Ottawa County by third-party vendors, whose licensing costs shall be borne by Ottawa County.
2. All software developed by WebTecs, the funding for which is provided by Ottawa County during the term of this Contract, shall be the joint intellectual property of WebTecs and Ottawa County, and each shall provide to the other a perpetual license for use of said software. Either party may provide said software, in original or modified form, with or without compensation or fee, for the use of other governmental entities. However, said software shall not be provided by either party to non-governmental, private, or private non-profit entities, with or without compensation, without the written agreement of the other party.

Section 5: Amendment

1. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by the authorized representatives of both parties.

Section 6: Relationship of Parties

1. Notwithstanding any other provisions contained herein, it is expressly agreed that WebTecs is an independent contractor in the performance of each and every part of this Contract. As such, WebTecs is solely liable for all acts and omissions by itself, its officers, employees, agents and subcontractors, for all labor and expenses in furtherance of such performance, and for any and all damages which may be occasioned on account of its performance hereunder. It is expressly agreed that WebTecs and its officers, employees, agents and subcontractors shall act in an independent capacity and not as officers, employees, agents or subcontractors of Ottawa County in the performance of services under this Contract.
2. WebTecs shall not pledge any assets of Ottawa County in its care, custody or control, or cause any type of lien to attach to such, except with the written permission of Ottawa County.
3. It is further expressly agreed that this Contract shall not be construed as a partnership or joint venture between WebTecs or any subcontractor and

Ottawa County. WebTecs shall have no authority to bind Ottawa County for the performance of any contract or otherwise obligate Ottawa County, except as specifically set forth in this Contract.

4. Nothing in this Contract entitles WebTecs to the possession, occupancy or use of Ottawa County real property for private gain.

Section 7: Hardware and Software Agreements

1. WebTecs shall provide or develop software as necessary to make Ottawa County's Website and interfaces on the portal operational. Ottawa County's Website portal design, navigation within the site, design of individual applications, and interfaces with the Ottawa County's network must be approved in advance by the Ottawa County Administrator or designee prior to any installation or operation. Content on Ottawa County's Website for Ottawa County agencies, departments, or elected officials must be approved by that entity's chief official or designee. Ottawa County shall be responsible for establishing and maintaining the hosting environment and infrastructure, subject to downtime required by Ottawa County for emergency or routine maintenance, and for providing WebTecs with access to data and databases, as well as other information technology resources, as necessary for the successful operation of Ottawa County's Website. Neither party shall allow advertising on the site without prior written approval of the other party.
2. All Ottawa County trademarks, trade names, logos and other Ottawa County Website identifiers, Internet uniform resource locators, Internet addresses, and e-mail addresses obtained or developed pursuant to this Contract shall be the property of Ottawa County. WebTecs is hereby granted a limited license to the same for the duration of this Contract and any extensions thereof to the extent necessary to provide services under this Contract.
3. All trademarks, trade names, logos, and other brand identifiers developed by WebTecs for applications outside Ottawa County or outside the scope of this Contract shall be the property of WebTecs. Ottawa County is hereby granted a perpetual, non-exclusive license to the same, provided they are used on Ottawa County's Website or internal Ottawa County websites.

Section 8: Connectivity

1. Costs associated with and maintenance of communication links from Ottawa County's to WebTecs facilities for Ottawa County's Website or other Ottawa County web-based initiative purposes, including but not limited to leased circuits from telephone or cable companies, shall be paid as expenses by WebTecs.

Section 9: Regulation of Applications and Ottawa County Website Fees

1. In consultation with WebTecs, Ottawa County shall be responsible for identifying and prioritizing the agencies and applications that will constitute either Ottawa County's Website or other web-based initiatives. Ottawa County shall review and approve in writing all Ottawa County Website or other web-based applications and fees prior to their implementation.
2. Ottawa County shall establish the maximum fees that users shall be charged, and at its discretion, may reduce fees on a periodic basis to promote increased usage of Ottawa County's Website.

Section 10: Scope of Work and Compensation

1. WebTecs performance under this Contract shall be in accordance with the Scope of Work, marked Exhibit "A", attached hereto and incorporated by reference herein. WebTecs shall devote its efforts pursuant to this Contract to the ongoing development, maintenance, operation, marketing, and enhancement of a comprehensive portal website for the Ottawa County, and supporting other Ottawa County web-based initiatives.
2. WebTecs shall operate in accordance with a project development plan prepared by WebTecs and approved by Ottawa County. The project development plan shall reflect the priorities for Ottawa County's Website established by Ottawa County in consultation with WebTecs. WebTecs shall ensure Ottawa County's regular review of the development plan. The plan may be amended by WebTecs upon Ottawa County's approval. However, WebTecs shall be solely responsible for allocating its personnel and other resources to achieve plan objectives including the scheduling of overtime where appropriate and necessary. WebTecs shall provide to Ottawa County such other management reports as Ottawa County may reasonably request.
3. WebTecs shall be compensated for its performance in accordance with "Exhibit B" attached hereto. Monthly installments on the program price shall be invoiced by WebTecs in advance of work performed and shall be paid by Ottawa County within thirty (30) days of receipt, in accordance with Ottawa County's standard policies therefore.

Section 11: Customer Fees and Services

1. **Subscription-Based Services:** Subscription-based services are those for which a flat fee is paid periodically for the right to perform multiple transactions within the period. Ottawa County shall review and approve in writing all subscription-based services and fees prior to their implementation. WebTecs shall be

responsible for billing and reasonable collection efforts for all subscription fees due and payable from subscribers. Subscribers shall be required to remit monthly payments directly to Ottawa County via payment method(s) approved by Ottawa County. WebTecs shall not be responsible for uncollected amounts.

2. Transaction Fee Users (Casual Users and Monthly Account Services): All non-subscription Ottawa County Website services for which a fee is charged shall be provided to both monthly account users and/or casual users, on a transaction (statutory or mandated fee plus portal convenience fee) basis. Casual Users are non-subscription customers without monthly accounts who conduct transactions in real time online with credit cards. Portal convenience fees shall mean those fees charged by the Ottawa County Website that are not statutory or mandated fees. Ottawa County shall review and approve in writing all changes to portal convenience fees prior to their implementation. WebTecs shall invoice statutory and mandated fees to Monthly Account customers. Casual Users shall make payment by credit card at the time of service through Ottawa County's Website. Ottawa County shall establish and maintain a merchant credit card account for the receipt of payment by Casual Users. WebTecs shall provide Ottawa County with monthly billing reports such that the merchant credit card account may be reconciled. WebTecs is not responsible for un-reconciled and/or uncollected merchant credit card accounts.
3. Account Maintenance Fees and Monthly Account Services: The opportunity to establish an account with Ottawa County's Website and pay for online services in one monthly invoice shall be offered to regular customers of Ottawa County's Website ("Monthly Accounts") whose payment history is in good standing. Services used on Ottawa County's Website by Monthly Account holders shall be charged on a transaction (statutory or mandated fee plus Portal convenience fee) basis. Monthly Account customers may be charged an annual Account Maintenance Fee. Ottawa County shall review and approve in writing all Account Maintenance Fees prior to their implementation. WebTecs shall invoice Monthly Account customers for transaction fees and when due, the Annual Account Maintenance Fee.

Section 12: Confidentiality

1. Ottawa County agrees not to disclose or produce trade secrets of WebTecs for any purpose, except in response to a subpoena, other court or governmental order, or state law, without giving WebTecs as much written notice as reasonably possible and an opportunity to object to the disclosure or production.
2. In the event of transition of Ottawa County Website manager operations from WebTecs to another Ottawa County Website manager, such records as are necessary for Ottawa County Website operations shall be delivered from WebTecs to the new Ottawa County Website manager and shall not lose their

status as confidential records if the same are otherwise confidential records. In the event of any such transition, WebTecs confidential records and trade secrets shall not be disclosed or produced for any purpose, except by subpoena, other court or governmental order, or state law, and upon notice to WebTecs.

3. Within thirty (30) days after termination or expiration of this Contract, except as provided under Section 12.2 above, all Ottawa County Website records other than confidential records shall be delivered to Ottawa County, and shall become the exclusive property of Ottawa County, if not already owned by Ottawa County. WebTecs shall be entitled to retain copies of all Ottawa County Website records.
4. WebTecs and its agents, employees and subcontractors, shall not disclose any confidential information obtained from Ottawa County as a result of this Contract without the prior written approval of Ottawa County, and except as is necessary to fulfill the purpose of this Contract. Ottawa County shall designate such information as confidential when it is imparted to WebTecs.
5. All WebTecs documents and records pertaining to operation of Ottawa County Website shall be available for inspection, auditing and copying by Ottawa County at any reasonable time.

Section 13: Financial Information and Records

1. All WebTecs documents and records pertaining to the monthly invoicing of customers on behalf of Ottawa County (monthly accounts, bulk access, etc.) and the collection of those amounts shall be available for inspection, auditing, and copying by authorized representatives of Ottawa County at any reasonable time. The accounts receivable system for Ottawa County's Website will consist of general ledger accounts for sales and accounts receivable as well as appropriate subsidiary ledgers and reports showing all customer transactions and balances due. Such books may either be maintained on paper or on computer with appropriate backup. WebTecs shall from the commencement date of this contract, adopt the calendar year ending December 31st for reporting purposes.
2. WebTecs agrees to maintain an appropriate audit trail of amounts invoiced to customers and due to Ottawa County. WebTecs agrees to open its accounts receivable accounting system to an annual independent audit at the request of Ottawa County in writing and at Ottawa County's expense. WebTecs agrees to comply with any reasonable recommendations made in any independent audit, unless WebTecs and Ottawa County otherwise mutually agree.
3. To the extent an audit report discloses any discrepancies in WebTecs monthly invoicing and/or recording of transactions in customers accounts, following a period of review and verification of the amount by WebTecs, WebTecs shall

adjust its records as soon as reasonably possible, but not later than thirty (30) days after notice of the discrepancy. WebTecs shall cooperate to assure that verification is completed in a timely manner.

Section 14: Personnel

1. The hiring, recruitment, management, training and firing of WebTecs employees shall be the responsibility of WebTecs. Ottawa County's involvement in the personnel affairs of WebTecs shall be limited to its right to disclosure of the names and positions of officers and employees of WebTecs.
2. Work under this Contract shall be performed only by competent personnel under the supervision of and in the employment of WebTecs. WebTecs shall comply with Ottawa County's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Ottawa County's request, shall be supervised by WebTecs. WebTecs shall commit adequate resources to complete the work contemplated by this Contract.
3. All new WebTecs employees hired after the start of this contract on January 1, 2012, with access to Ottawa County databases shall submit to a criminal background check prior to hiring. Ottawa County reserves the right to refuse access to Ottawa County databases to any WebTecs employee, agent or subcontractor who has been convicted of a felony or who has a felony charge pending.
4. Each party agrees not to hire or solicit the other party's employees for the duration of this Contract and for twelve (12) months after termination of this Contract without the express written permission from the other party.
5. WebTecs shall be responsible for all required employer costs attributable to its officers and employees including, but not limited to, workers' compensation premiums and deductibles, unemployment compensation tax withholding contributions, tax withholding contributions, and similar charges.
6. WebTecs shall not 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 WebTecs within the State of Michigan shall constitute a material breach of this Contract, and Ottawa County shall be entitled to terminate this Contract. Pursuant to MCLA 423.321 et seq., which prohibits Ottawa County from entering into contracts with certain employers who engage in unfair labor practices, this Contract may be terminated if WebTecs, or one or more of its subcontractors or suppliers, appears in the

register compiled in accordance with MCLA 423.322. WebTecs 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 Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.

Section 15: Changes in Ottawa County's Website Operations

1. Ottawa County's Website operations and development shall be in accordance with the Scope of Work attached hereto, marked Exhibit A and incorporated by reference herein.
2. WebTecs shall not make any planned material change in Ottawa County's Website operations without the prior written consent of Ottawa County. A "material change" includes, but is not limited to, a change which is substantial and which increases response time to inquiries, adds to the complexity of Ottawa County's Website use, diminishes services provided to users, or results in an impact on operations noticeable by users. "Planned" means a change that is not necessary on a temporary or emergency basis.
3. Ottawa County may establish policies to guide and develop the expansion of Ottawa County's Website, and WebTecs shall comply therewith.

Section 16: Taxes

1. Payment of any taxes, including possessory interest taxes and Michigan sales and use taxes, levied upon this Contract or transactions contemplated herein shall be the obligation of WebTecs.

Section 17: Appropriate Use Messages

1. WebTecs shall display an appropriate use message to all Ottawa County Website subscribers on the screen prior to data access. Each subscriber shall be required to verify compliance with the terms of the message. Once verification has occurred, the message shall no longer halt user access.
2. WebTecs shall provide departments and agencies the opportunity to include additional wording, if determined necessary by the department, agency, or elected official and approved by Ottawa County.

Section 18: Agency or Department Access

1. Agencies, departments, and elected officials furnishing information for which Ottawa County Website fees are charged shall have "read" access to Ottawa

County Website's computerized log of subscribers using its data. At a minimum, Ottawa County's Website shall retain the following data: name or username of subscriber, transaction date and time, and type of transactions.

2. Only information that is legally disclosable and/or approved by Ottawa County shall be included on Ottawa County Website. Agencies and Departments shall remain the legal custodian of any data placed on Ottawa County Website. In accessing data on any agency, department, or elected official host platform, Ottawa County's Website software shall comply with the agency, department, or elected official's security requirements. If deemed appropriate, WebTecs shall work with the agency, department, or elected official to improve security procedures.

Section 19: Marketing

1. WebTecs shall provide advice and assistance to Ottawa County's personnel to market Ottawa County's Website to customers and potential customers. WebTecs shall aid in the development of new Ottawa County Website services and the enhancement of existing Ottawa County Website services to meet customer needs. WebTecs shall also offer training sessions to customers where necessary to promote Ottawa County's Website usage. Ottawa County, upon prior approval, shall pay all costs associated with marketing efforts and is primarily responsible for this activity.

Section 20: Help Desk

1. WebTecs shall provide assistance on Ottawa County's Website usage to customers. Help Desk staff shall be available during regular office hours as specified in Exhibit A – Scope of Work through a local telephone number or 800 number to be provided at Ottawa County's expense.
2. Ottawa County shall designate a contact person in each department or agency with content on the Ottawa County Website, who shall be available to answer questions from WebTecs regarding Ottawa County's Website content or interpretation of a record.

Section 21: Insurance

1. WebTecs shall purchase and maintain, at its sole expense and as long as it is providing services to Ottawa County, the following insurance coverage:
 - a. Automobile – Michigan no-fault coverage, covering owned, hired, and non-owned automobiles.

- b. Commercial General Liability – Insurance coverage should be sufficient to cover all claims against Ottawa County, its officials and employees arising out of the work performed by WebTecs or any of its subcontractors under this agreement. Should any work be subcontracted, it shall be the responsibility of WebTecs to maintain independent contractor’s protective liability insurance.
- c. Workers’ Compensation – Statutory coverage or proof acceptable to Ottawa County of approval as a self-insurer by the State of Michigan. In addition, WebTecs shall provide proof of workers’ compensation insurance for all subcontractors in compliance with the statutory requirements of the State of Michigan.

WebTecs shall provide proof of the above insurance coverage within 30 days of the commencement of this contract.

- 2. Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to Ottawa County. All insurance companies must maintain a rating of B+, VIII or better from A.M. Best Company. Certificates of insurance with a thirty (30) day cancellation clause shall be filed with and approved by Ottawa County at least five (5) days in advance of commencing work under this Contract. Upon request, WebTecs shall provide Ottawa County with a complete certified copy of the policies for the above coverages. Cancellation, material restriction, nonrenewal or lapse of any of the required policies shall be grounds for immediate termination of this Contract by Ottawa County. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Contract or any amendments thereto.

Section 22: Termination of Contract

- 1. Ottawa County and WebTecs shall have the right to terminate this Contract for cause as enumerated in Section 23 below by providing written notice of termination to the other party. Such notice shall specify the date and time, the specific provision of this Contract that gives rise to the termination, and any reasonably appropriate action that may be taken by the other party to avoid termination of the Contract. Each party shall provide a period of up to thirty (30) days for the other party to cure breaches under this Contract. In addition, the non-defaulting party shall have the right (but no obligation) to cure (or cause to be cured) on behalf of the defaulting party any event of default in the event the defaulting party has not cured in accordance with this Contract; the defaulting party shall pay to the non-defaulting party on demand all costs and expenses incurred by the non-defaulting party in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. The

non-defaulting party shall have the right to offset from any amounts due to the defaulting party under this Contract all damages, losses, costs or expenses incurred by the non-defaulting party as a result of such event of default.

2. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations including the right to seek specific performance of all or any part of this contract. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
3. Either party may terminate this Contract without cause upon ninety (90) days prior written notice if: (i) required to do so under applicable law, or (ii) an amendment to state law, or an adverse judicial decision by a court of competent jurisdiction, has the effect of rendering Ottawa County Website operations no longer feasible.

Section 23: Termination for Cause

1. For purposes of this Contract, the phrase "for cause" shall mean, but shall not be limited to:
 - a. Any material breach or evasion by one party of the terms or conditions of this Contract and its amendments, if any.
 - b. Substantial cessation of Ottawa County's Website services not by reason of force majeure or any reason under Section 22.3.
 - c. Fraud, misappropriation, embezzlement, malfeasance, significant misfeasance or illegal conduct by one party or its officers.
 - d. Intentional disclosure by one party, or by its officers, employees or agents, of any information known by that party to be confidential information of the other party, except as required by law.
 - e. A petition is filed for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, makes an assignment for the benefit of its creditors, or appointment of a custodian, receiver, trustee or other officer with similar powers over any part of the party's property, initiates the dissolution, winding up, or liquidation of its business, or takes action for the purpose of any of the foregoing.

Section 24: Patent, Copyright, Trademark, Trade Secrets

1. WebTecs shall exercise due diligence and best efforts in the acquisition of software for use in the development, implementation, and operation of Ottawa County's Website, with the intent of avoiding any infringement(s) on a patent, copyright, or any right of a third party or taking any action that constitutes misuse or misappropriation of a trade secret or any other right in intellectual property.
2. In the event a final injunction is obtained against Ottawa County's use of Ottawa County's Website by reason of infringement, or in WebTecs' opinion Ottawa County's use of Ottawa County's Website is likely to become the subject of infringement, WebTecs shall assist Ottawa County at Ottawa County's option and expense to: (a) procure for Ottawa County the right to continue to use Ottawa County's Website as contemplated hereunder, (b) replace Ottawa County's Website with a non-infringing, functionally equivalent substitute, or (c) suitably modify Ottawa County's Website to make its use hereunder non-infringing while retaining functional equivalency to the unmodified version of Ottawa County's Website.

Section 25: 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.

Section 26: Assignment and Subcontracting

1. WebTecs shall not assign any of its rights or delegate any of its duties pursuant to this Contract without the written consent of the authorized officials of Ottawa County.
2. WebTecs may subcontract portions of work to be performed by it under this Contract with the written consent of Ottawa County. Ottawa County acknowledges that WebTecs may in the future use contract programming consultants for temporary programming assistance. In the event WebTecs subcontracts portions of work to be performed by it under this contract, WebTecs shall remain responsible for all work performed by its subcontractors. Ottawa County reserves the right to prohibit the use of a particular subcontractor.

Section 27: Consent to Personal Jurisdiction

1. WebTecs acknowledges that this Agreement shall be deemed to have been executed in the State of Michigan, and hereby consents to the exercise of general personal jurisdiction over it by the appropriate courts in the State of Michigan. Any action on a controversy that arises under this Agreement shall be brought in the State of Michigan, which WebTecs agrees is a reasonably convenient place for trial of the action. WebTecs agrees that its consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

Section 28: Entire Agreement

1. This Contract, including any documents incorporated by reference, constitutes the entire agreement of the parties and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof. This Contract may be amended only by a writing signed by the parties.

Section 29: Notice

1. Unless otherwise indicated elsewhere in this Contract, all communications between the parties shall be in writing and sent by U.S. mail, email or facsimile transmission, addressed as follows:

To Ottawa County: Keith Van Beek
Assistant Administrator
Ottawa County
12220 Fillmore Street
West Olive, Michigan 49460
(616) 738-4642
FAX (616) 738-4888

To WebTecs: JoAnn Arcand
President
WebTecs Inc.
17732 Cobblefield Lane
Spring Lake, Michigan 49456
(616) 446-1864
FAX (616) 847-2050

2. Any notice of default must be sent by registered mail. Each party may change its designation for notice following written notice to the other party at the last designated address.

Section 30: Severance

1. All provisions, agreements and covenants contained herein are severable, and if any one of the aforementioned shall be held invalid by any competent court having jurisdiction herein, to the extent that the purpose of this Contract is not defeated, this Contract shall be interpreted as if such invalid provisions, agreements or covenants were not contained therein.

Section 31: Force Majeure

1. Neither Ottawa County nor WebTecs shall be responsible for any failure or delay in performance due in whole or in part to any act of nature or other cause beyond their reasonable control. In the event that either party is unable to perform any of its obligations under this Contract, the party shall immediately give notice to the other party and shall use reasonable efforts to resume performance.

Section 32: Safety

1. WebTecs shall at all times observe and comply with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the safety of equipment or material used in accordance with this Contract, those employed on the work, and the conduct of the work. WebTecs shall indemnify and hold Ottawa County harmless against any claim or liability arising from the violation of any such provisions.

Section 33: Compliance with Law

1. WebTecs shall keep itself fully informed of Ottawa County's policies and of all local, state and federal laws, rules and regulations that in any manner affect the performance of this Contract, and shall at all times comply with such policies and laws as they may be amended from time to time.

Section 34: Governmental Immunity

1. Ottawa County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.

Section 35: Attorney Review

1. The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.

Section 36: Absence of Waiver

1. The failure of either party to insist on the performance of any of the terms and conditions of this Contract, 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 37: 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 the parties have approved this Contract and have authorized appropriate officers to affix their signatures hereon.

County of Ottawa

Date: _____

By: _____
Philip Kuyers, Chairperson
Board of Commissioners

Date: _____

By: _____
Daniel C. Krueger, County Clerk

WebTecs Inc.

Date: _____

By: _____
JoAnn Arcand
President

Exhibit "A"
Scope of Work

Service	Description
Content Management	Content publishing and design & ongoing management of information architecture, 8 business-hours publishing standard for existing content
Ottawa County Website Help Desk	Monday – Friday, 8:30 am – 4:30 pm except Ottawa County holidays and occasional company meetings
Application Management	Project management, concept & design, development, unit/system/user testing, training, implementation, marketing consultation and on-going software maintenance
Subscriber Management	Monthly subscriber account management including issuance & maintenance of user names & passwords, monthly invoicing, reporting and collection calls
Administration	Weekly, quarterly & annual meetings (IT, Technology Committee, Board of Commission), monthly performance & revenue reporting, etc.

EXHIBIT "B"
Compensation

For each year of performance under this Contract, WebTecs shall be paid an annual contract price of \$234,000, payable in the following installments, following receipt of a monthly invoice from WebTecs:

January	\$19,500.00
February	\$19,500.00
March	\$19,500.00
April	\$19,500.00
May	\$19,500.00
June	\$19,500.00
July	\$19,500.00
August	\$19,500.00
September	\$19,500.00
October	\$19,500.00
November	\$19,500.00
December	\$19,500.00
	<hr/>
	\$234,000.00



County of Ottawa

Office of the Treasurer

Bradley J. Slagh
County Treasurer

Cheryl Clark
Chief Deputy Treasurer

Steven Brower
Deputy Treasurer

12220 Fillmore St., Room 155, West Olive, MI 49460

bslagh@miottawa.org

Phone: (616) 994-4505
1-800-764-4111, ext. 4505

Fax: (616) 994-4509

Web Site: www.miOttawa.org

Report To: Ottawa County Finance & Administration Committee

From: Bradley Slagh

Date: November 4, 2011

Re: Financial month end update for October 31, 2011

Attached are the graphs representing an overview of the status of the General Fund portfolio for the County as of October 31, 2011. As depicted in the graphs the asset distribution of the General Pooled Funds by percentage and maturity meet the requirements of the County's Investment Policy.

During the preparation of these materials I came across the graph below showing J.P. Morgan investment group's forecasts for U.S Treasury Note interest rates. As you know, 15% of our investment portfolio is required to stay in Treasuries the longest being 10 years, and many other of our investment vehicles move with the Treasury rates so this provides someone's guess of what we can expect. Not a very cheery picture!

U.S. Treasury Interest Rate Forecast (%)

	Current	12/31/2011	3/31/2012	6/30/2012	9/30/2012
Security	11/2/2011	4 Qtr 11	1 Qtr 12	2 Qtr 12	3 Qtr 12
		Forecast	Forecast	Forecast	Forecast
Fed Funds Rate	0.08	0.10	0.10	0.12	0.12
3 month LIBOR	0.43	0.45	0.45	0.40	0.40
3 Month T Bill	0.01	0.03	0.03	0.15	0.15
2 YR T Note	0.23	0.30	0.30	0.35	0.35
5 Yr T Note	0.89	1.25	1.30	1.40	1.40
10 Yr T Note	2.01	2.50	2.60	2.80	2.80
30 Yr T Note	3.04	3.60	3.70	3.95	3.95

Source: J.P. Morgan U.S. Fixed Income Strategy, as of October 28, 2011

I will not be at the Finance Committee meeting, but please feel free to call or email me if you have any questions during your review of this material.

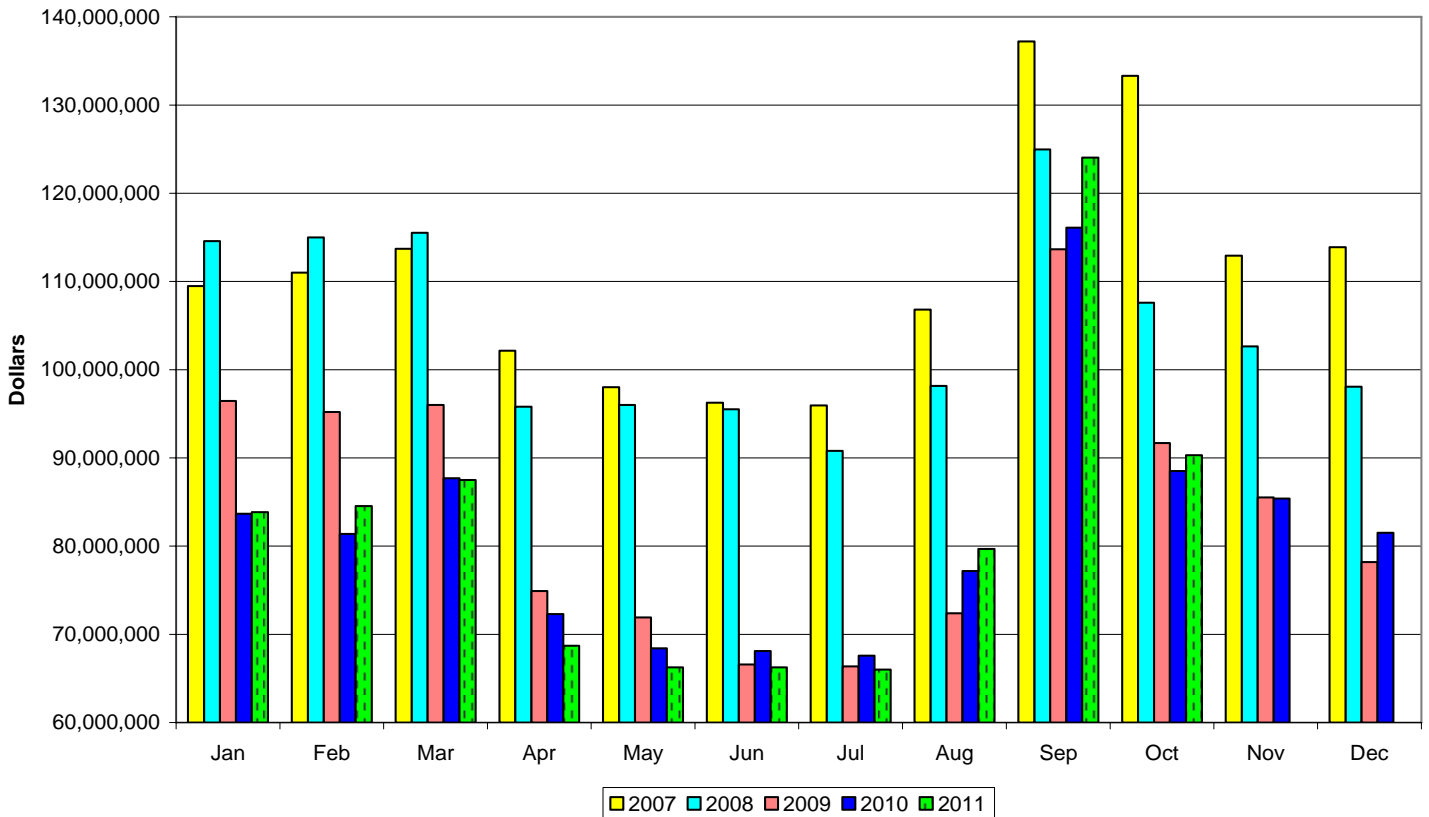
Ottawa County General Pooled Funds

Current Portfolio Size

October 31, 2011

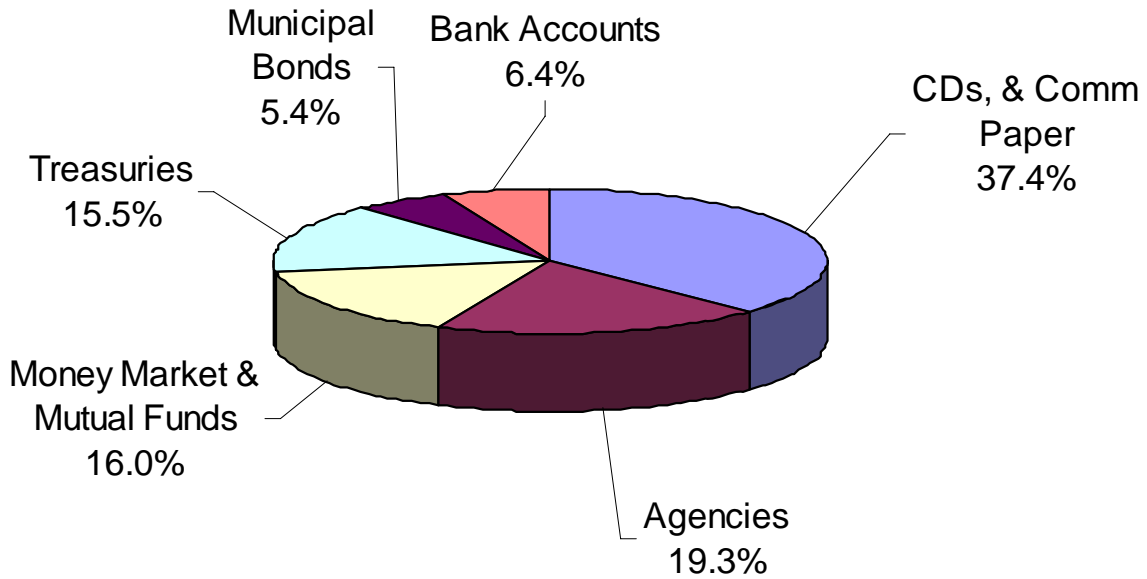
<i>CDs, & Comm Paper</i>	\$33,792,863.06
<i>Agencies</i>	\$17,418,222.09
<i>Money Market & Mutual Funds</i>	\$14,514,133.73
<i>Treasuries</i>	\$14,054,145.45
<i>Municipal Bonds</i>	\$4,868,076.48
<i>Bank Accounts</i>	\$5,812,546.62
<i>Total</i>	\$90,459,987.43

Historical Comparison By Month



Ottawa County General Pooled Funds

Diversification by Investment October 31, 2011



Diversification By Maturity Date - October 31, 2011

