



County of Ottawa

Board of Commissioners

Philip D. Kuyers
Chairperson

James C. Holtrop
Vice-Chairperson

12220 Fillmore Street, Room 310, West Olive, Michigan 49460

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Fax (616) 738-4888

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Grand Rapids (616) 662-3100

Website: www.miOttawa.org

November 17, 2011

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, November 22, 2011 at 1:30 p.m.**, for the regular **November** meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Invocation – Commissioner Karsten
3. Pledge of Allegiance to the Flag
4. Roll Call
5. Presentation of Petitions and Communications
6. Public Comments and Communications from County Staff
7. Approval of Agenda
8. Actions and Reports

A. Consent Resolutions:

From the County Clerk

1. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the Minutes of the November 8, 2011 Board of Commissioners Meeting and the November 8, 2011 Board of Commissioners Work Session.
2. Payroll
Suggested Motion:
To authorize the payroll of November 22, 2011 in the amount of \$_____.

Stuart P. Visser Dennis W. Swartout Jane M. Ruiter Greg J. DeJong Roger G. Rycenga
Joseph S. Baumann Robert W. Karsten James H. Holtvluwer Donald G. Disselkoen

From Administration

3. Monthly Accounts Payable for October 31, 2011 through November 11, 2011
Suggested Motion:
To approve the general claims in the amount of \$4,118,606.54 as presented by the summary report for October 31, 2011 through November 11, 2011.

From the Finance and Administration Committee

4. Monthly Budget Adjustments
Suggested Motion:
To approve 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.

B. Action Items:

From the Planning and Policy Committee

5. Barry County's Request to Join Region 8
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the resolution supporting Barry County's request to join Region 8, also known as the West Michigan Regional Planning Commission (WMRPC).
6. Agreement with Michigan State University for Extension Services
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the Agreement for Extension Services provided by Michigan State University.

From the Finance and Administration Committee

7. Request from the Parks and Recreation Department to create Step Increases in the Wage Schedule for NEC Custodian.
Suggested Motion:
To approve 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.
8. WebTecs Contract for Professional Services
Suggested Motion:
To approve and authorize the Board Chair and Clerk to sign the Contract with WebTecs, Incorporated to provide web services for the period January 1 - December 31, 2012 in the amount of \$234,000.00.

C. Appointments:

From the Human Resources Committee

9. Board Appointments
Suggested Motion:
To place into nomination the name(s) of (recommendation of the Interview Subcommittee will be provided at the meeting):

Robert VanderZwaag
Christopher Bendekgey

to fill one (1) vacancy on the Ottawa County Department of Human Services Board beginning immediately and ending October 31, 2014 (3 year term).

10. Board Appointments

Suggested Motion:

To place into nomination the name(s) of (recommendation of the Interview Subcommittee will be provided at the meeting):

Joan Epperson

to fill one (1) vacancy on the Ottawa County Economic Development Corporation beginning immediately and ending December 31, 2013 (2 year term).

Ryan Tibbets

to fill one (1) vacancy on the Ottawa County Economic Development Corporation beginning immediately and ending December 31, 2016 (5 year term).

William Berns

to fill one (1) vacancy on the Ottawa County Economic Development Corporation beginning immediately and ending December 31, 2017 (6 year term).

D. Discussion Items:

11. Closed Session to Discuss Labor Negotiations

Suggested Motion:

To go into closed session for the purpose of discussing labor negotiations.
(2/3 roll call vote required)

12. Closed Session to Discuss Property Acquisition

Suggested Motion:

To go into closed session for the purpose of discussing property acquisition.
(2/3 roll call vote required)

9. Report of the County Administrator

10. General Information, Comments, and Meetings Attended

11. Public Comments

12. Adjournment

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
NOVEMBER SESSION – FIRST DAY**

The Ottawa County Board of Commissioners met on Tuesday, November 8, 2011, at 1:30 p.m. and was called to order by the Chair.

Mr. Baumann pronounced the invocation.

The Clerk led in the Pledge of Allegiance to the Flag.

Present at roll call: Messrs. Visser, Kuyers, Swartout, Mrs. Ruiter, Messrs. DeJong, Rycenga, Baumann, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

B/C 11-243 Mr. Holtvluwer moved to approve the agenda of today as presented and amended adding Action Item #7 – Fund Balance Policy (Second Reading). The motion passed.

B/C 11-244 Mr. Holtrop moved to approve the following Consent Resolutions:

1. To approve the Minutes of the October 25, 2011 Board of Commissioners Meeting.
2. To authorize the payroll of November 8, 2011 in the amount of \$575.86.
3. To receive for information the Correspondence Log.
4. To approve the general claims in the amount of \$4,807,032.74 as presented by the summary report for October 17, 2011 through October 28, 2011.

The motion passed as shown by the following votes: Yeas: Messrs. DeJong, Rycenga, Baumann, Disselkoen, Holtvluwer, Visser, Holtrop, Swartout, Karsten, Mrs. Ruiter, Mr. Kuyers. (11)

B/C 11-245 Mr. Swartout moved to ratify and authorize the Board Chair and Clerks execution of the Lease Agreement between Ottawa County (CMH) and 305 Main Street LLC in Coopersville, Michigan for use of the premises as a training facility. The motion passed as shown by the following votes: Yeas: Messrs. Swartout, Holtvluwer, Visser, Holtrop, Karsten, Disselkoen, Baumann, Rycenga, DeJong, Mrs. Ruiter, Mr. Kuyers. (11)

- B/C 11-246 Mr. Disselkoen moved to go into a Closed Session at 1:35 p.m. for the purpose of discussing labor negotiations. (2/3 roll call vote required) The motion passed as shown by the following votes: Yeas: Mr. Holtvluwer, Mrs. Ruiter, Messrs. Holtrop, Rycenga, Disselkoen, Baumann, Visser, Karsten, DeJong, Swartout. Kuyers. (11)
- B/C 11-247 Mr. Karsten moved to rise from Closed Session at 1:44 p.m. The motion passed.
- B/C 11-248 Mr. Swartout moved to approve the Administration to finalize contract language for negotiation between Ottawa County and the Police Officers of Michigan (POAM) N 312 effective until December 31, 2012. The motion passed as shown by the following votes: Yeas: Messrs. Holtrop, Holtvluwer, Swartout, Baumann, Visser, Disselkoen, Karsten, Mrs. Ruiter, Messrs. Rycenga, DeJong, Kuyers. (11)
- B/C 11-249 Mr. Swartout moved to approve the Administration to finalize contract language for negotiation between Ottawa County and the Michigan Nurses Association effective until December 31, 2012. The motion passed as shown by the following votes: Yeas: Messrs. Karsten, Disselkoen, Holtrop, Visser, Holtvluwer, DeJong, Mrs. Ruiter, Messrs. Swartout, Rycenga, Baumann, Kuyers. (11)
- B/C 11-250 Mr. Swartout moved to adopt the proposed changes to the Fund Balance Policy. (Second Reading) The motion passed as shown by the following votes: Yeas: Messrs. Rycenga, DeJong, Karsten, Mrs. Ruiter, Messrs. Baumann, Visser, Swartout, Holtvluwer, Disselkoen, Holtrop, Kuyers. (11)

The County Administrator's report was presented.

Several Commissioners commented on meetings attended and future meetings to be held.

- B/C 11-251 Mrs. Ruiter moved to adjourn at 1:45 p.m. subject to the call of the Chair. The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
NOVEMBER SESSION – WORK SESSION**

The Ottawa County Board of Commissioners met on Tuesday, November 8, 2011, at 1:45 p.m. and was called to order by the Chair.

Present at roll call: Messrs. Visser, Kuyers, Swartout, Mrs. Ruiten, Messrs. DeJong, Rycenga, Baumann, Disselkoen, Karsten, Holtrop, Holtvluwer. (11)

Work Session Items:

- A. Marina at Historic Ottawa Beach Parks – John Scholtz, Parks & Recreation Director, gave a brief history on Park 12. The vision for the waterfront property was presented by Curt TerHaar.

John Scholtz feels now is the time to focus on the marina. An RFP for a study of the property was sent out. The bid was awarded to Ron Schults of Edgewater Resources, a marina developer and designer.

Edgewater Resources has been looking at the operation since spring with the first draft report presented to the Parks Commission a month ago. Their second report will be presented to the Parks Commission tomorrow. John stated they are still months away from making a recommendation.

A power point was presented by Ron Schultz addressing marina feasibility, cost and financial feasibility and the operations. He stated a marina could bring revenue return for the County. Slip could go for \$2,700.

Ted Bosgraaf, Parks Commission, thanked the Board for being a member of the Parks Commission for the last 12 years. He stated the Parks Commission is not making a recommendation until late 2012 and user fees would be paying for the marina not tax money.

The Administrator feels it merits looking at a study.

Public Comments:

Richard Goff, 479 Timberlake, Holland, stated there are currently 200 vacant boat slips on Lake Macatawa. He believes government is operating in an area they shouldn't be in.

Jim Smith, 303 Little Station Rd., Holland, stated Parkside Marina is restricted to one year leases and it's not a deep water marina. There are only eight slips in the deep water which would result in dredging expenses. If the County gets involved, they are not going to be able to fill all the slips at \$2,700 each. He stated this is not a destination marina that will draw people in.

Elaine Blouw, Parkside Marina, reported the marina was under township control when she took it over 30 years ago. She stated it is very difficult to make improvements and/or decisions with a year-to-year lease.

B/C 11-252 Mr. Holtrop moved to adjourn at 2:45 p.m. The motion passed.

DANIEL C. KRUEGER, Clerk
Of the Board of Commissioners

PHILIP KUYERS, Chairman
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 11/22/2011

Requesting Department: County Clerk

Submitted By: Bob Spaman

Agenda Item: Payroll

SUGGESTED MOTION:

To authorize the payroll of November 22, 2011 in the amount of \$_____.

SUMMARY OF REQUEST:

To pay the current payroll of the members of the Ottawa County Board of Commissioners. Pursuant to MCL 46.11, the Board of Commissioners is authorized to provide for and manage the ongoing business affairs of the County.

FINANCIAL INFORMATION:

Total Cost: _____ General Fund Cost: _____ 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.
- 2: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.
- 3: To Contribute to a Healthy Physical, Economic, & Community Environment.
- 4: To Continually Improve the County's Organization and Services.

Objective: _____

ADMINISTRATION RECOMMENDATION: Recommended Not Recommended Without Recommendation

County Administrator: _____

Committee/Governing/Advisory Board Approval Date: _____

Action Request



Committee: Board of Commissioners

Meeting Date: 11/22/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Monthly Accounts Payable for October 31, 2011 through November 11, 2011

SUGGESTED MOTION:

To approve the general claims in the amount of \$4,118,606.54 as presented by the summary report for October 31, 2011 through November 11, 2011.

SUMMARY OF REQUEST:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy.

FINANCIAL INFORMATION:

Total Cost: \$4,118,606.54 | General Fund Cost: \$4,118,606.54 | 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:



County of Ottawa

Fiscal Services Department

Robert Spaman
Fiscal Services Director

Marvin Hinga
Fiscal Services Assistant Director

12220 Fillmore Street • Room 331 • West Olive, Michigan 49460

West Olive (616) 738-4847
Fax (616) 738-4098
e-mail: rspaman@miottawa.org
mhinga@miottawa.org

To: Board of Commissioners

From: Robert Spaman, Fiscal Services Director

Subject: Accounts Payable Listing – October 31, 2011 to November 11, 2011

Date: November 14, 2011

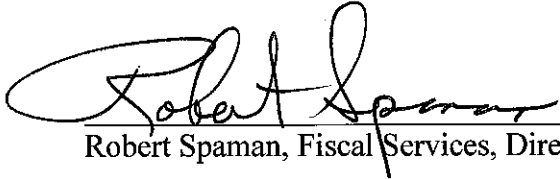
I have reviewed the Accounts Payable Listing for October 31 through November 11, 2011.
The expenditures are general payments that are routine to Ottawa County.

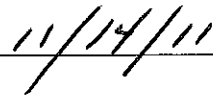
If you have any additional questions, please feel free to contact me.

Total Checks/Automated Clearing House (ACH) 10/31/2011 through 11/11/2011

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The List of Claims shows the name of claimant, amount of claim, check number, ACH number, check date and ACH date. The net amount of checks/ACH written during the period was \$4,114,998.20. The amount of claims to be approved totals \$4,118,606.54.

*Adjustments are voided checks or ACH.


Robert Spaman, Fiscal Services, Director


Date

We hereby certify that the Board of Commissioners has approved the claims on this 22nd day of November, 2011.

Philip Kuyers, Chairperson
Board of Commissioners

Daniel Krueger, Clerk

ACCOUNTS PAYABLE CHECKS/ACH 10/31/2011 THROUGH 11/11/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
1010	GENERAL FUND	286,651.28	(3,114.44)	283,536.84
1500	CEMETERY TRUST	0.00	0.00	0.00
2081	PARKS & RECREATION	15,656.99	0.00	15,656.99
2082	PARK 12	0.00	0.00	0.00
2160	FRIEND OF COURT	1,327.16	0.00	1,327.16
2170	9/30 JUDICIAL GRANTS	841.67	0.00	841.67
2210	HEALTH	33,389.61	(117.54)	33,272.07
2220	MENTAL HEALTH	985,626.62	(176.36)	985,450.26
2271	SOLID WASTE CLEAN-UP	0.00	0.00	0.00
2272	LANDFILL TIPPING FEES	31.00	0.00	31.00
2320	TRANSPORTATION SYSTEM	0.00	0.00	0.00
2420	PLANNING COMMISSION	0.00	0.00	0.00
2430	BROWNFIELD REDEVELOPMENT	0.00	0.00	0.00
2444	INFRASTRUCTURE FUND	0.00	0.00	0.00
2450	PUBLIC IMPROVEMENT	0.00	0.00	0.00
2550	HOMESTEAD PROPERTY TAX	0.00	0.00	0.00
2560	REGISTER OF DEEDS AUTOMATION FUND	2,085.91	0.00	2,085.91
2590	LIPPERT GRANT	0.00	0.00	0.00
2601	PROSECUTING ATTORNEY GRANTS	150.00	0.00	150.00
2602	WEMET	15,886.41	0.00	15,886.41
2603	WEED AND SEED	0.00	0.00	0.00
2605	COPS-AHEAD-GEORGETOWN	0.00	0.00	0.00
2606	COPS-FAST-GEORGETOWN	0.00	0.00	0.00
2608	COPS-FAST-ALLENDALE	0.00	0.00	0.00
2609	SHERIFF GRANT PROGRAMS	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 10/31/2011 THROUGH 11/11/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2610	COPS-UNIVERSAL	13,398.27	0.00	13,398.27
2640	EMT HOLLAND-PARK	0.00	0.00	0.00
2650	EMT GEORGETOWN TOWNSHIP	0.00	0.00	0.00
2661	SHERIFF ROAD PATROL	956.34	0.00	956.34
2690	LAW LIBRARY	0.00	0.00	0.00
2740	WIA-ADMIN. COST POOL	1,575.14	0.00	1,575.14
2741	WIA-YOUTH	4,202.57	0.00	4,202.57
2742	WIA-ADULT	6,868.15	0.00	6,868.15
2743	WIA-6/30 GRANT PROGRAMS	45,341.19	0.00	45,341.19
2744	WIA-12/31 GRANT PROGRAMS	2,783.60	0.00	2,783.60
2747	WIA-WORK FIRST YOUTH	0.00	0.00	0.00
2748	WIA-9/30 GRANT PROGRAMS	33,431.60	0.00	33,431.60
2749	WIA-3/31 GRANT PROGRAMS	0.00	0.00	0.00
2750	GRANT PROGRAMS-PASS THRU	14,127.50	0.00	14,127.50
2800	EMERGENCY FEEDING	470.95	0.00	470.95
2810	FEMA	405.00	0.00	405.00
2850	COMMUNITY CORRECTIONS PROG. GRANT	1,404.41	0.00	1,404.41
2870	COMMUNITY ACTION AGENCY (CAA)	1,636.97	0.00	1,636.97
2890	WEATHERIZATION	44,026.37	0.00	44,026.37
2900	DEPT OF HUMAN SERVICES	0.00	0.00	0.00
2901	DEPT OF HUMAN SERVICES	102.20	0.00	102.20
2920	CHILD CARE - PROBATE	29,992.51	0.00	29,992.51
2921	CHILD CARE - SOCIAL SERVICES	0.00	0.00	0.00
2930	SOLDIER & SAILORS RELIEF	0.00	0.00	0.00

ACCOUNTS PAYABLE CHECKS/ACH 10/31/2011 THROUGH 11/11/2011

<u>FUND NUMBER</u>	<u>FUND NAME</u>	<u>CLAIMS TO BE APPROVED</u>	<u>ADJUSTMENTS*</u>	<u>NET CHECK/ACH TOTALS</u>
2940	VETERANS TRUST	0.00	0.00	0.00
2941	VETERANS TRUST	0.00	0.00	0.00
2970	DB/DC CONVERSION	0.00	0.00	0.00
5160	DELINQUENT TAXES	0.00	0.00	0.00
6360	INFORMATION TECHNOLOGY	58,321.72	0.00	58,321.72
6410	WATER & SEWER REVOLVING	0.00	0.00	0.00
6450	DUPLICATING	125.60	0.00	125.60
6550	TELECOMMUNICATIONS	10,929.97	0.00	10,929.97
6641	EQUIPMENT POOL	0.00	0.00	0.00
6770	PROTECTED SELF-FUNDED INSURANCE	0.00	0.00	0.00
6771	PROTECTED SELF-FUNDED HEALTH INS.	0.00	0.00	0.00
6772	PROTECTED SELF-FUNDED UNEMPL INS.	8,250.00	0.00	8,250.00
6775	LONG-TERM DISABILITY INSURANCE	8,685.06	0.00	8,685.06
6776	PROTECTED SELF-FUNDED DENTAL INS.	0.00	0.00	0.00
6777	PROTECTED SELF-FUNDED VISION	0.00	0.00	0.00
6782	PROTECTED SELF-FUNDED INS PROG M.H.	0.00	0.00	0.00
7010	AGENCY	2,329,034.79	(200.00)	2,328,834.79
7040	IMPREST PAYROLL	160,889.98	0.00	160,889.98
7210	LIBRARY PENAL FINE	0.00	0.00	0.00
7300	EMPLOYEE SICK PAY BANK	0.00	0.00	0.00
7360	OPEB TRUST	0.00	0.00	0.00
		<u>\$4,118,606.54</u>	<u>(3,608.34)</u>	<u>\$4,114,998.20</u>

Action Request



Committee: Board of Commissioners

Meeting Date: 11/22/2011

Requesting Department: Fiscal Services

Submitted By: Bob Spaman

Agenda Item: Monthly Budget Adjustments

SUGGESTED MOTION:

To approve 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: Finance and Administration Committee 11/15/2011

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 GCCC</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 SUBCNTR</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	7210.0000	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	2320	5610.0090	Title III Revenue	5,550.00
BA 836	10/24/2011	2743	7433		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>							

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>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: Board of Commissioners

Meeting Date: 11/22/2011

Requesting Department: Planning & Performance

Submitted By: Mark Knudsen

Agenda Item: Barry County's Request to Join Region 8

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the resolution supporting Barry County's request to join Region 8, also known as the West Michigan Regional Planning Commission (WMRPC).

SUMMARY OF REQUEST:

Currently, Barry County is served by the Southcentral Michigan Planning Council (Region 3). One of the reasons Barry County is interested in changing regions is that Region 3 does not have an active relationship with the U.S. Economic Development Administration (EDA), which limits the County's ability to seek grants from EDA for community and economic development projects. Additionally, shifts in Michigan programs, primarily with the Michigan Economic Development Corporation (MEDC), align Barry County more with Region 8 than Region 3.

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: n/a

Objective: n/a

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 11/10/2011

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 Street Complex in the Township of Olive, Michigan on the ___ day of _____, 2011, at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

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

WHEREAS, the current boundaries of the West Michigan Regional Planning Commission were established in 1990 and include the counties of Ottawa, Ionia, Kent, Mecosta, Montcalm, and Osceola; and,

WHEREAS, the West Michigan Regional Planning Commission is the designated U.S. Economic Development Administration Economic Development District in charge of maintaining a Comprehensive Economic Development Strategy; and,

WHEREAS, the West Michigan Regional Planning Commission also maintains a relationship with the Michigan Department of Transportation to provide transportation planning services to its service area; and,

WHEREAS, Barry County, currently located within the boundaries of the Southcentral Michigan Planning Council, has approached the West Michigan Regional Planning Commission to request initiating the process of changing the boundaries of its service area to include Barry County; and,

WHEREAS, member counties of the West Michigan Regional Planning Commission must approve of changes to the existing service area prior to the West Michigan Regional Planning Commission moving forward with such a boundary change.

NOW THEREFORE BE IT RESOLVED that the Ottawa County Board of Commissioners hereby approves of the addition of Barry County to the service area of the West Michigan Regional Planning Commission.

YEAS: Commissioners: _____

NAYS: Commissioners: _____

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Chairperson, Ottawa County
Board of Commissioners

Ottawa County Clerk

Action Request



Committee: Board of Commissioners

Meeting Date: 11/22/2011

Requesting Department: Administration

Submitted By: Al Vanderberg

Agenda Item: Agreement with Michigan State University for Extension Services

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Agreement for Extension Services provided by Michigan State University.

SUMMARY OF REQUEST:

Michigan State University is moving to a standard memorandum of understanding format with Michigan's 83 counties. The agreement will cost \$8,864 less than the 2010 agreement and \$2,200 less than the amount included in the recently adopted Budget.

A brief memo and additional documentation are attached.

FINANCIAL INFORMATION:

Total Cost: \$215,840.00 | General Fund Cost: \$215,840.00 | 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: To Contribute to a Healthy Physical, Economic, & Community Environment.

4: To Continually Improve the County's Organization and Services.

Objective: (Goal 3) 4: Continue initiatives to positively impact the community. (Goal 4) 1: Review and evaluate the organization, contracts, programs, systems, and services for potential efficiencies.

ADMINISTRATION RECOMMENDATION: Recommended | Not Recommended | Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date: Planning and Policy Committee 11/10/2011



County of Ottawa
Administrator's Office

Alan G. Vanderberg
County Administrator
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West Olive, Michigan 49460
(616) 738-4068
e-mail: avanderberg@miottawa.org

DATE: November 8, 2011
TO: Chair Kuyers and Board of Commissioners
FROM: Al Vanderberg
SUBJECT: Michigan State University Extension Memorandum of Understanding

The Michigan State University Extension (MSUE) administration proposed a new memorandum of understanding (MOU) with County governments in 2010 and has worked on the process of negotiating the MOU with all 83 counties during this year. The MOU has proven somewhat controversial because some counties save money under the new language and some counties pay more under the new language. Ottawa County saves \$8,864 under the new MOU.

Several months after proposing the new MOU, MSUE announced that it was implementing user fees in several areas for which fees have not been charged in the past. This is at least partially in response to massive cuts that MSUE has experienced in state funding. I became concerned when I realized that the user fees would be applied to farm visits. The system has provided knowledge and assistance to farmers largely without payment from farmers in the past. MSUE is implementing a method of evaluating whether assistance to farmers meets a public or private criteria, i.e. whether diseased crops or animals could impact a greater region or whether the problems are isolated to a particular farm. Cost to assist where a greater public benefit exists would be borne by MSU. Cost to assist farmers with individual concerns such as estate or business planning or issues that apply only to their individual farm would be paid by the individual farmer. Each farm will receive 4 hours of free service. MSUE is still deciding whether to apply a \$50 per trip service charge for all travel to assist farms.

Due to the cost redistribution and user fee issues, the Michigan Association of County Administrative Officials (MACAO), of which I currently serve as President, discussed this issue at our spring conference in a nuts and bolts session and at that time only a handful of counties had approved the MOU and many had concerns. MACAO hosted MSUE Director Tom Coon at our Board meeting held during the MAC Conference in September and he provided the attached power point presentation entitled MSUE Cost Recovery Draft Policy. Mr. Coon was asked to provide his power point presentation to the group and to also provide a complete list of all areas that user fees would be charged for under the new plan that had not been charged for previously. His response can be found on pages 11-12 of the power point. I was concerned when fees for farm visits was not included on the list of new user fee charges so I engaged Mr. Coon is further questions and answers via email which are also attached. As of this time, many more counties have either approved the MOU or are in the approval process.

I believe that the issue has been fully vetted and that the Board should approve the MOU with Michigan State University Extension. Though farms will begin to pay user fees in some instances, this is a separate issue from the MOU with Ottawa County.

Agreement for Extension Services provided by Michigan State University

Michigan State University Extension (“MSUE”), in collaboration with Ottawa County (“County”) are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes:

- Enhancing Michigan's First Green Industry: Agriculture & Agribusiness
- Preparing Michigan's Children & Youth for the Future
- Greening Michigan: Leveraging Natural and Human Assets for Prosperity
- Improving the Health & Nutrition of Michigan’s residents

MSUE and the County have a long history of working cooperatively to deliver Extension services. We agree to each contribute resources to continue the delivery of Extension services in the County.

I. **Basic Contributions. Generally, each of us agrees to contribute the following:**

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes by residents in your County. This includes access to educators appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension educators’ salaries and benefits. At least one extension educator will be assigned to your County. The County may contract for additional extension educators at additional cost.
3. A 4-H program coordinator will be assigned for at least .5 FTE to the County, with up to 3.0 FTE assigned based on the youth population of the County. The County may contract for additional FTE employees at additional cost.
4. Administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty (“Personnel”) who provide programming to counties. Operating expenses include, for example, travel reimbursement, professional development and communications costs.
5. Supervision of the Personnel providing services to the residents of the county.
6. Supervision of County clerical staff assigned to the County Extension office, if desired.
7. Reporting at least once per year on the scope of services provided, the audiences served, and the impacts of programs delivered by MSUE in the County.

B. The County will provide:

1. Office space for a County Extension office. The office will include space for at least one extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in Appendix A. The office and meeting space must be at least comparable to the average office space used by County employees. Access to the office building and relevant meeting spaces must be ADA compliant/accessible.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.

Ottawa County 2012
Name Year

II. Funding

- A. MSU will pay the salary and benefits of the Personnel and the cost of the administrative oversight. These funds will be provided and disbursed within the University.
- B. The County will directly pay for the cost of the clerical staff (salary and benefits) and the general operating costs of the Extension office (see Appendix B).
- C. The County will provide funds to an annual assessment (see Annual Work Plan) that will be charged to the county and administered by MSU. The assessment will fund the operating expenses of the Personnel including the 4-H coordinator and the salary and fringe benefits of the 4-H coordinator position. The operating costs to be funded from the annual assessment are included in Appendix B. The assessment will be reviewed annually by MSU in consultation with the county.

III. Specific Contributions

Specific contributions and terms specific to the County are listed on Exhibit A, which is attached. Exhibit A will be updated annually to reflect the commitments for the upcoming year.

IV. Term and Termination

This agreement is effective on January 1, 2012 and terminates on December 31, 2016 (5 yrs later). Either MSUE or the County may terminate this agreement, with or without cause, with 120 days written notice.

V. General Terms

- 1. Independent Contractor. The University is an independent contractor providing services to the County. The County and the University do not have the relationship of legal partners, joint venturers, principals or agents. MSUE Personnel have no right to any of County's employee benefits.
- 2. Force Majeure. Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
- 3. Assignment. This agreement is non-assignable and non-transferable.
- 4. Entire Agreement. The agreement, with its Exhibit A, is the entire agreement between MSUE and the County, superseding all previous agreements, for the subject matter of this Agreement. The agreement can only be modified in writing signed by both MSUE and the County.
- 5. No Third Party Beneficiaries. The agreement is solely for the benefit of MSUE and the County. It does not create any benefit or right for any other person, including residents of the County.
- 6. Indemnification: Without waiving any claim of governmental immunity, each party will protect, defend and indemnify the other and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including the other party's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the other party, in any way incident to or arising out of the performance or non-performance of services by the other party or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of the parties will survive any termination of this Agreement or completion of parties' performance under this Agreement.

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

The individuals signing below each have authority to bind MSU and the County, respectively.

MICHIGAN STATE UNIVERSITY

Ottawa COUNTY

By: _____

Daniel T. Evon, Director,
Contract & Grant Administration

Its: _____

Date: _____

By: _____

Philip D. Kuyers, Chair, Ottawa County Board of Commissioners

Its: _____

Date: _____

By: _____

Daniel C. Krueger, Clerk

Its: _____

Date: _____

EXHIBIT A: Annual Work Plan

A. Specific Contributions by MSUE:

1. At least 1.0 FTE extension educator whose primary office of operation will be the county Extension office included in assessment.
2. 1.1 additional extension educators at \$87,000 (FTE * rate).
3. 1.5 FTE 4-H program coordinator(s) included in assessment whose primary office of operation will be the county Extension office.
4. .5 additional 4-H program coordinators/other paraprofessional at \$20,000*.5 FTE (FTE * rate). (\$10,000 total for Ag in the Classroom Instructor)
- 5.
6. Administrative oversight included in annual assessment.
7. Access to extension educators with expertise in each of the MSUE Institutes included in annual assessment.
8. Supervision of University provided academic and paraprofessional staff. Supervision of county clerical staff and/or county staff upon request. Supervision is included in the annual assessment.
9. Annual reporting of services provided, audiences served, and impact of programs in the county.

B. Specific Contributions by the County:

1. Office space for a County Extension office. The office will include space for at least one Extension educator, one 4-H program coordinator and one clerical staff person, access to space for delivering Extension programs, and utilities, including telephone. Office space will be available for additional MSUE and/or county staff as mutually agreed. The office must have access to high-speed internet sufficient to meet the needs of MSUE Personnel. Minimum standards for internet access can be found in appendix A. The office space must be at least comparable to the average office space used by County employees.
2. Clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media.
3. Operating expenses for the office and Personnel.
4. The Assessment Fee of \$110,140 and \$105,700 for additional personnel, as described above in Section A.

C. Assessment to County:

For the period 1-1-2012 to 12-31-2012, the County shall pay to MSUE \$215,840, which is the cost of the assessment plus any additional personnel costs. Payment will be made the first month of each quarter of the county fiscal year. Payments should be sent to CANR Budget and Finance, 210 Ag Hall, Michigan State University, East Lansing, MI 48824.

MICHIGAN STATE UNIVERSITY

Ottawa COUNTY

By: _____

Daniel T. Evon, Director,
Contract & Grant Administration

Its: _____

Date: _____

By: _____

Philip D. Kuyers, Chair, Ottawa County Board of Commissioners

Its: _____

Date: _____

Ottawa County 2012
Name Year

By: _____
Daniel C. Krueger, Clerk

Its: _____

Date: _____

Appendix A
Technical Standards for County Internet Connections

Michigan State University Extension employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

It is our goal to provide the safest computing environment we can. Besides employing CISSP and Microsoft certified technicians to manage our systems, IT providers who work with us can be assured that best practices are followed in data security at each step.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. However, networks that support our employees are not expected to see traffic from gaming within some of these applications – most notably, services such as “Mafia Wars” or “Farmville”, which can be resource intensive. MSUE staff and others can refer to the standing Social Media Policy for more details.

The easiest way to allow access to necessary applications needed by Extension personnel is to allow the full MSU Internet Protocol Range access to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. The MSU-owned ranges are:

NetRange	35.8.0.0 - 35.10.255.255
CIDR	35.10.0.0/16 35.8.0.0/15

If you would like to narrow the scope further for additional protection, the addresses that will need to be allowable include:

- 35.9.160.36 (1935,443) (authentication)
- 35.8.201.221 (10020) (ProofPoint)
- 35.9.83.132 (all) (vpn.msu.edu)
- 35.9.121.194 (443) (SharePoint)
- 35.9.121.211 & 212 (443) (Exchange)
- 35.8.10.135 (adobe connect)

The following clients are necessary on all computers – Outlook (preferably 2010, MSUE provides Office 2010 licensing), Lync 2010 Client, SAP client, VPN client. (IE 7.0 or higher)

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

Appendix B
Specification of the Allocation of Costs

Annual assessment funds will cover

- salary and fringe for 4-H Coordinator
- travel required by academic educator and/or paraprofessional staff, including the 4-H Coordinators
- computer
- cell phone costs
- expenses associated with programmatic work

County will be expected to provide

- office space
- utilities for office space
- at least one landline for phone service
- high speed internet access
- any computer needs of the clerical staff
- any travel the clerical staff may need to carry out as part of their work assignment
- other expenses associated with direct constituent service requests

MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Outline

- Background
- Principles
- Three tiers
- Uses of funds



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Background

- MSUE has had a fee for service policy for 10 years that has been applied unevenly among programs and regions
 - Examples: Master Gardener classes, Citizen Planner workshops, New Economy workshops, new county commissioner workshops, pesticide applicator training, agricultural research updates, food safety training
- As public funding for Extension programs declines, user fees will need to be included in our funding model going forward



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Principles

- Public funds (state and federal appropriations) are intended to support programs that provide primarily a public benefit
- Fees should be charged to recover costs for programs that serve primarily a private benefit or a balance between public and private benefits
- If fees are provided for private benefits, there should be an initial consultation available at no cost.
- Fees are appropriate for the costs of program materials, speakers



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Three tiers of funding and programming

1 - Programs fundamental to MSU Extension's public mission

- advertised widely and open to anyone to attend
- recover only variable costs (meals, workbooks, guest speaker fees (non-MSUE speakers))

2 - Programs offered for specialized group training, multiple sessions

- available to a limited number of participants and requiring preregistration
- recover all costs that are recovered by Category 1 programming plus partial fixed cost (salary) recovery

3 - Programs that are primarily for private benefit

- provide important private value to the participants well beyond the public value created
- services recover all expenses including Educator/Specialist time



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Example activities in:

Level 1: Programming for the public good

- Meetings open to all
- On-farm research trials or checking insect traps
- General nutrition or food safety programs
- Youth volunteer training
- Early literacy training for parents



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Example activities in:

Level 2: Specialized programming for groups over multiple sessions

- Food safety (Serve-Safe), Citizen Planner, New Economy, Master Gardener, New Commissioner
- Agency staff training (MDARD, MDNR, NRCS, DHS, MDCH)
- Private firm staff training (Agribusinesses, Restaurants or other commercial food service firms)
- Non-profit organizations (Conservation clubs, garden clubs, Economic Development Corporations)
- County commissioner or other public official workshops



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Example activities in:

Level 3: Professional education and consultation for the private good

• One-on-one consultation and education (on-farm or in-office where information cannot be widely shared with the public)

- Farm or business succession planning
- Nutrient management plans; ration formulation; livestock health education
- Innovation Counselors – new business or business expansion
- Woodlot or shoreline management on private property
- Visit to commercial kitchen to advise on food safety practices
- One-on-one leader training for non-governmental organizations



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Cost schedule:

For level 1:

- Variable costs associated with program
 - Refreshments, meals
 - Handouts and other educational materials
 - Guest speakers (not MSU) and their travel
 - Other variable costs



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Cost schedule:

For level 2:

- 4 hours of free consultation before fee applies
- Variable costs as in level 1
- Recover staff costs at 50% (standard hourly rate for educators, specialists)
- Travel and other costs should be built directly into the per participant fee



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Cost schedule:

For level 3:

- 4 hours of free consultation before fee applies
- Variable costs as in level 1
- Recover staff costs at 100% (standard hourly rate for educators, specialists)
- Travel charged at standard “trip fee” of \$50 (unless meeting is by phone or web conference)



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Examples of services for which we did not previously assess a fee (Level 3):

1. Farm succession planning
2. Farm tax planning
3. Innovation counselor consultation with new business owners or those expanding existing businesses
4. Woodlot or shoreline management planning
5. On-site food safety consultation (in restaurant, commercial kitchen or on-farm)
6. Nutrient management plan development and implementation
7. One-on-one nutrition education (non grant-funded)



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Examples of services for which we did not previously assess a fee (Level 2):

1. Local unit of government strategic planning facilitation, intergovernment agreements facilitation
2. Local tourism or downtown development planning
3. Cooking for crowds – food safety training for targeted groups
4. Specialized training in youth development programs for targeted groups (bullying, prevention) and for other youth-serving organizations and teachers
5. Non-government organization facilitation in conflict resolution, strategic planning, Roberts rules, leadership, etc.



MSUE Cost Recovery Draft Policy MACAO

Monday, September 19, 2011

Uses of funds generated by Cost Recovery

- variable costs of programs (meals, workbooks, guest speaker fees, travel, etc.)
- salary and benefits of staff directly involved in program delivery – level 2 and 3





MOU
 Alan Vanderberg
 to:
 mcunningham
 11/09/2011 04:15 PM
 Show Details

3 Attachments



MSUE MOU, Nov. 9.doc Cost Recovery MACAO.ppt MOA for Ottawa 11-9-11.doc

I'm sorry, Al. I completely missed your second question. You raise a good point, and in all honesty, we've had ongoing debate about this issue. I see value in the approach you are suggesting – if the visit is made from someone in the county, you can argue that the county investment in operating costs for educators ought to cover that. Two contradicting points are that 1) it's still primarily a private benefit instead of a public one, so it still presses the issue as to whether public funds (those coming from county revenues) should be used in that way and 2) as a client, you're disadvantaged by where we locate people with particular expertise – if our swine expert is in a neighboring county, then you pay, but if they're in your own county, you don't pay. It may average out, but for the individual, it may not seem quite fair. I would like to continue the dialogue on this point with our folks in greater depth and bring in your perspective on it if you don't mind.

Also, Betty mentioned and I neglected to address the concern you have about educators attributing the need for program fees to decisions that county boards have made. I'll be sure our staff understand that questions about this need to focus on the public/private tradeoffs primarily and that we've been taken to more serious consideration of this issue by the reductions in funding at state and federal levels. Thanks...TCoon

Thomas G. Coon, Director
 Michigan State University Extension
 517-355-2308
 coontg@msu.edu

From: AVanderberg@miottawa.org [<mailto:AVanderberg@miottawa.org>]
Sent: Thursday, October 20, 2011 4:10 PM
To: Coon, Thomas
Cc: Blase, Betty
Subject: RE: MSUE MOU

Tom,

Thanks for your quick response and good clarification on the farm visit question. I have no further questions on that. Do you have any comment on the travel fee question?

Thanks,

Al

From: "Coon, Thomas" <coontg@anr.msu.edu>
To: "AVanderberg@miottawa.org" <AVanderberg@miottawa.org>
Cc: "Blase, Betty" <blase@anr.msu.edu>
Date: 10/20/2011 10:11 AM
Subject: RE: MSUE MOU

Thanks, Al. I did not include "farm visits" on the list because it would be inaccurate to say that we're going to charge fees for farm visits. Our staff make visits to farms for many different reasons. Some of those will call for fees to be charged and some will not. So I gave examples in my presentation to illustrate some distinctions. For example, if we have study plots, research trials or monitoring equipment on a farm, we're not going to charge the farmer for us to come and collect data or samples from those plots. If a farmer has an issue with a disease in their crops or their livestock and ask for one of our staff to visit, they will not charge for that initial visit, and in cases in which the threat goes beyond the farm, for example it presents a potential threat to spread to other farms, we will not charge for follow-up visits. In addition, the first visit (actually the first 4 hours of consultation/education) will not be assessed a fee on any issue. So the fee will only be charged for follow-up visits that are specific to on-going education and consultation on a specific issue the farm is dealing with that does not concern a potential threat (diseases) to neighboring farms. I think to characterize our fee as simply applying to all farm visits would misrepresent the principles that I outlined at MACAO. It requires judgment on the part of our staff, and there will be recourse if a farmer feels they have been charged a fee in violation of those principles. And we will develop a system for requesting support for those who feel they do not have sufficient resources to pay for the fees (I've used an analogy to financial aid for tuition in discussing this backstop).

I hope that helps. That being said, the list I sent was not meant to be exhaustive. I was asked to provide examples and that is what I have provided.

Thanks for checking...TCoon

Thomas G. Coon, Director
Michigan State University Extension
517-355-2308
coontg@msu.edu

From: AVanderberg@miottawa.org [<mailto:AVanderberg@miottawa.org>]
Sent: Thursday, October 20, 2011 9:35 AM
To: Coon, Thomas
Cc: Blase, Betty
Subject: MSUE MOU

Good Morning Tom,

Thank you for your recent presentation at the MACAO Board meeting at the MAC Conference. I received your power point presentation as amended with the two additional slides showing information on new areas for which service fees will be applied. I was surprised that farm visits were not on the list. That is the main contention with some of regarding the MOU. Why were farm visits left off? Is the list of services an example of subset of a greater list of services that fees will be applied to or is it the complete list as we requested?

Another question is in regard to the travel fee. Will a farm in Ottawa County be charged a \$50 travel fee if the service provider is traveling from the Ottawa County Fillmore Complex? We understand how a fee might be necessary if the service provider travels from Oceana County to Ottawa but not if the provider is within the County or nearby.

Thank you for your efforts to help us understand the new approach more fully.

Best,

Al



Alan G. Vanderberg
Ottawa County Administrator
12220 Fillmore, West Olive, MI. 49460
avanderberg@miottawa.org
(616) 738-4068

Action Request



Committee: Board of Commissioners

Meeting Date: 11/22/2011

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 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: Finance and Administration Committee 11/15/2011

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: Board of Commissioners

Meeting Date: 11/22/2011

Requesting Department: Information Technology

Submitted By: Dave Hulst

Agenda Item: WebTecs Contract for Professional Services

SUGGESTED MOTION:

To approve and authorize the Board Chair and Clerk to sign the Contract with WebTecs, Incorporated to provide web services for the period January 1 - December 31, 2012 in the amount of \$234,000.00.

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:

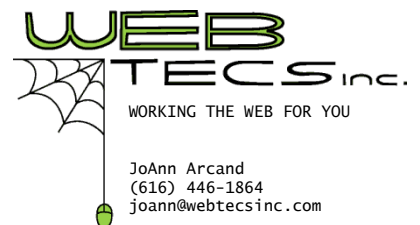
Committee/Governing/Advisory Board Approval Date: Finance and Administration Committee 11/15/2011



Ottawa County, Michigan

miOTTAWA.org

Monthly Report
October 2011



Web Site and Development Status Report

Usage Performance

	2009				2010				2011			
	Page Views	Total Hits	Visits	Doc Downs	Page Views	Total Hits	Visits	Doc Downs	Page Views	Total Hits	Visits	Doc Downs
Jan	208,619	1,361,121	86,529	83,264	250,357	1,941,639	115,882	78,893	295,205	2,374,363	143,653	125,516
Feb	192,426	1,278,164	84,938	67,479	244,327	2,064,730	117,001	70,191	357,989	2,169,833	122,897	94,342
Mar	221,980	1,474,073	93,159	62,872	289,070	2,394,752	132,568	92,098	274,082	2,276,523	137,559	105,452
Apr	217,690	1,514,240	92,812	62,274	268,686	2,247,006	124,246	83,685	256,645	2,097,359	128,216	105,516
May	219,576	1,497,865	96,321	61,442	288,682	2,338,048	130,429	97,900	306,339	2,307,553	137,739	111,477
Jun	253,974	1,817,629	106,841	64,779	273,790	2,277,626	125,929	88,935	275,963	2,213,310	135,459	94,034
Jul	212,933	1,438,763	81,908	69,223	283,982	2,336,857	133,151	101,084	285,120	2,205,822	139,221	101,793
Aug	216,089	1,471,269	81,539	56,714	294,493	2,487,993	139,578	107,066	305,310	2,394,431	143,143	116,066
Sep	253,677	1,700,450	112,313	71,484	267,835	2,145,060	122,008	97,033	268,896	2,109,862	126,391	108,626
Oct	293,661	1,901,034	125,845	100,301	393,726	2,519,206	131,254	100,820	263,139	2,055,961	126,139	96,723
Nov	240,722	1,587,311	106,414	74,134	338,746	2,334,723	135,876	118,440				
Dec	246,198	1,797,726	109,456	79,136	282,121	1,985,797	122,805	97,509				
TOTAL	2,777,545	18,839,645	1,178,075	853,102	3,475,815	27,073,437	1,530,727	1,133,654	2,888,688	22,205,017	1,340,417	1,059,545
	11.4%	28.4%	5.7%	21.9%	25.1%	43.7%	29.9%	32.9%	1.2%	-2.4%	5.4%	15.5%

*May 2011 – The server log was interrupted for nine days; reported statistics reported were projected.

Web Development & Deployment

Inmate Visitation Scheduler – Testing is continuing.

Circuit Court Schedule Search – Testing is continuing.

Campaign Finance Reporting – Design is underway. Development has started.

Challenge for Children Website & Registration – Design is underway.

2010-2011 Application Pipeline

Ottawa County Application Pipeline	Nov	Dec	Jan '11	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan '12	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Career Resource Management (Hiring Slip)							X																			
Parks Reservations Update 2011			X																							
Dog License, 3-Year Renewal	S	X																								
Elections Self-Publishing (Candidate Listing)		S	X																							
Civil Infraction Payments - Treasurer's Office			S							X																
Dog Licensing for Veterinarian Clinics			S						X																	
Dog Licensing conversion to BS&A .net								S		X																
Digital Paystub - Fiscal Services				S		X																				
TIPS (Alcohol Server Training) Registration				S						X																
Circuit Court Schedule Search										S				X												
Inmate Visitation Scheduler										S			X													
Pawnshop Inventory Tool - Sheriff									S	X																
Campaign Finance Reporting									S									X								
Challenge for Children Website & Reg - Health											S						X									
Jury Duty Management															S					X						
MIWorks Calendar - Special Accommodations																					X					
Vendor ACH Signup - Fiscal Services																										
Drain Commissioner Permits																										
Probate Court Name Search																										
Annual Park Permit																										
Prosecutor's Schedule																										
Food Service Licensing																										
Parks Water Conditions Reporting																										
MI Works Form Consolidation																										
FOIA Request																										
Health Prescription Fulfillment																										
Parks Snow Conditions Reporting																										
Food Sanitation Online Training																										

Non-Ecommerce Project	S	Estimated Start
Ecommerce Project	S	Actual Start
	X	Estimated Completion
	X	Actual Completion
	T	Training
	H	Departmental Hold

Financial Report

Revenue By Application	Total Revenue				Convenience Fee Revenue			
	Oct '11	2011 YTD	2010 YTD	% Change	Oct '11	2011 YTD	2010 YTD	% Change
Accident Reports	\$972	\$8,526	\$8,055	5.8%	\$162	\$1,421	\$1,489	-4.6%
Circuit Court Payments	\$6,386	\$54,466	\$32,141	69.5%	\$270	\$2,230	\$1,366	63.2%
Court Record Lookup	\$1,500	\$19,744	\$17,822	10.8%	\$257	\$3,357	\$2,986	12.4%
Delinquent Tax Payments	\$2,152	\$100,550	\$71,380	40.9%	\$65	\$2,982	\$2,116	40.9%
District Court Payments	\$22,938	\$242,679	\$199,545	21.6%	\$987	\$10,588	\$8,753	21.0%
DC Civil Extract	\$198	\$3,267	\$1,810	80.5%	\$12	\$189	\$100	89.0%
Invoice Payments	\$2,905	\$50,064	\$53,653	-6.7%	\$138	\$2,130	\$2,187	-2.6%
Juvenile Court Payments	\$2,059	\$17,032	\$14,773	15.3%	\$74	\$784	\$727	7.8%
Deeds	\$186	\$1,987	\$2,397	-17.1%	\$38	\$443	\$548	-19.2%
Dog License	\$965	\$19,560	\$14,019	39.5%	\$36	\$756	\$834	-9.4%
EH Permits	\$0	\$21,756	\$24,602	-11.6%	\$0	\$726	\$878	-17.3%
GIS Data	\$0	\$159	\$0	NA	\$0	\$9	\$0	NA
Parks Reservations	\$2,727	\$44,362	\$30,829	43.9%	\$117	\$2,308	\$1,684	37.1%
Payment Center	\$2,353	\$22,576	\$15,235	48.2%	\$248	\$2,162	\$1,497	44.4%
Tax Search	\$1,910	\$19,216	\$21,935	-12.4%	\$955	\$9,608	\$10,968	-12.4%
Vital Records	\$2,693	\$28,931	\$13,275	117.9%	\$338	\$3,642	\$1,755	107.5%
Minimum Billing	\$17	\$233	\$174	34.0%	\$17	\$233	\$174	34.0%
Monthly Accounts	\$240	\$3,480	\$4,800	-27.5%	\$240	\$3,480	\$4,800	-27.5%
TOTAL	\$50,200	\$658,588	\$526,444	25.1%	\$3,952	\$47,047	\$42,861	9.8%

Matrix of Online Services, Staff & Citizen Benefits, Total Revenue

Online Service	Date	Staff Prod	Citizen Eff	E-Commerce Revenue To Date	Description of Service
New Website Introduction	Oct-05	X	X		
Property Split System	Oct-05	X			Database and tool to capture property splits.
Interactive Directions to County Offices	Oct-05	X	X		Standardized maps of County Offices.
Property Info System - General Search	Oct-05	X	X		Search parcel information; assessed & taxable values, property descriptions.
Payment Engine	Nov-05				Software to manage ecommerce transactions and reporting.
Monthly Account Software	Nov-05	X	X	\$29,760	Software to manage monthly accounts for ecommerce transactions.
Property Info System - Tax Search	Dec-05	X	X	\$70,905	Search parcel information for tax history, delinquent tax, payoff amounts.
Accident Reports	Jan-06	X	X	\$42,000	Search for accident reports, purchase, print.
Dog License Lookup	Feb-06	X	X		Owner information based on dog tag number search.
Home Security Check Request	Feb-06	X	X		Submit request to Sheriff's Office for home property surveillance.
Prescription Drug Plan	Mar-06	X		\$437	Submit application for County prescription program. Discontinued.
Beach Monitoring	Mar-06	X	X		Beach closing information due to unsatisfactory water testing.
Public Comment Polling	Mar-06		X		Collect public comment on topics of public concern.
Property Info System - Deeds	Apr-06	X	X	\$8,199	Purchase of last recorded property conveyance.
Emergency Mgmt Secure Area	Apr-06	X			Posting and controlled access to sensitive emergency management information.
Circuit/Probate Courts Schedules	May-06	X	X		Daily schedules for Probate & Circuit Courts.
Convert PDFs to Fillable Forms	Jul-06		X		Ability to type information on a form and print.
Juvenile Court Payments	Sep-06	X	X	\$58,623	Search outstanding balances for juveniles and parents; make payment with credit card.
Circuit Court Payments	Oct-06	X	X	\$184,803	Search outstanding balances; make payment with credit card.
Restaurant Inspection Reports	Oct-06	X	X		Automatic posting of restaurant inspection reports.
Inmate Lookup	Nov-06	X	X		Search of current County jail inmates; access to charges once arraigned.
Dog License Renewal	Nov-06	X	X	\$50,942	Renew and purchase new dog licenses; online submittal of veterinarian documents.
Park Reservation System Admin	Jan-07	X			Software to manage all park reservations.
Park Reservation System Public	Feb-07	X	X	\$133,396	Ability to make real-time park reservations online.
Accident Reports Imaging Integration	Mar-07	X			Change over to new imaging system.
Website Graphic Redesign & Conversion	Jun-07				
District Court Payments	Sep-07	X	X	\$807,221	Search outstanding balances; make payment with credit card.
Juvenile Services Court Schedule	Nov-07	X			Daily court schedule for Juvenile Services.
Perimeter Security Assessment Maintenance	Feb-08	X			
Environmental Health Permits & Apps	Mar-08	X	X	\$82,025	Ability to create map in GIS & integrate with permitting application. Manage all workflow for EH Permits.
Court Record Search (Circuit)	Apr-08	X	X	\$53,955	Search court records with access to Register of Action and final judgments.
Online Payment Center	Jun-08	X	X	\$46,877	Provides ability to take credit cards at various County Offices.
Juvenile Court Payments Admin	Sep-08	X			Reporting for Juvenile Court Payments.
HR Application & Workflow w/ Imaging	Dec-08	X	X		Ability to submit employment application online. Workflow for hiring process.
Weekly School Disease Reporting	Dec-08	X	X		Ability for schools and daycare facilities to submit weekly communicable disease report online.
Calendar/Agenda/Minutes Publishing	Feb-09	X	X		Interactive calendar of County events with associated agenda, minutes.
GIS MapStore	Mar-09		X	\$570	Ability to request and pay for GIS data online.
Marriage & Death Record Order/Genealogy	Apr-09	X	X	\$40,588	Search Clerk's database of marriage and death records; purchase certified copies of records.
Business Name Search	Apr-09	X	X	INC Above	Search Clerk's database of registered business names; purchase copy of business registration.
Delinquent Tax Payments	Oct-09	X	X	\$187,690	Search parcels and pay delinquent taxes online with credit card.
District Court Hearing Schedule	Oct-09	X	X		Daily schedules for all District Court locations.
SL Twp Online Payment Pilot	Oct-09		X		Pilot project to allow SLTwp to accept online payments for Utility & Current Taxes. BS&A integration.
Website Statistics by Department	Oct-09	X			Ability to set up website statistics on at the department level.
Deeds Search	Nov-09		X	INC Above	Access to recorded conveyance documents through Property application.
Payment Processing Middleware Installation	Nov-09				PCI compliance middleware.
Police Dept Incident Reporting Interface	Nov-09	X			Ability for local unit PDs to load accident reports to County's Imaging system.
Court Record Search (District)	Dec-09	X	X	INC Above	Search court records with access to Register of Action. Revenue included above.
Online Payments of County Invoices	Dec-09		X	\$111,998	Search County's accounts receivable balances and pay online with credit card.
District Court Civil Case Batch Download	Mar-10	X	X		Court records are batched and run at night. Customers can pay for and download 24/7.
MI Works Event Registration	Apr-10	X	X		Workshop & event self-publishing. Clients register for workshops & events online. Email/text reminders.
Committee/Board/Intern Service Application	Jun-10	X			Self-publishing of vacancies; apply online. Workflow for review & interview process. Historical records.
Marriage License Application	Jun-10	X	X	INC Above	Couples can apply for license online, thereby eliminating one of two trips to Clerk's Office.
Delinquent Tax Conversion to .Net, BS&A	Jun-10	X			Upgrade to Property Search Application to integrate with BS&A .net environment.
Learning Management System - Sheriff	Jul-10	X			Tracking of employee training history.
Election Results Self-Publishing Tool	Jul-10	X			Self-publishing tool for election results by Elections office.
Drains - No Letter Necessary Fee	Aug-10	X	X	INC Above	Online payment center capability - new \$10 fee.
Community Alerts - Sheriff's Office	Aug-10	X	X		Ability for citizens to receive news alerts from the Sheriff's office via email or text messaging.
LowRez Dog License Lookup for Patrol Cars	Aug-10	X	X		Ability for patrol cars to have access to Dog License Lookup service through in-car computers.
SLT After Hours \$45 Fee	Aug-10	X	X		Ability for residents to pay an additional \$45 for after hours service of water restoration due to shut-off.
Administrator's Blog	Sep-10	X	X		Tool for administrator to publish to miOttawa with citizen commentary.
Delinquent Taxes Future Payoff Amounts	Oct-10	X	X	\$169,394	Access to current and future month payoff amounts for delinquent taxes.
SL Village Online Payments	Jan-11		X		Village of SL resident can make online payments for Utility & Current Taxes. BS&A integration.
Three-Year Dog Licensing	Jan-11	X	X	INC Above	Ability to renew dog license for 3 years, covering the rabies vaccination period.
Community Alerts Admin for Blackberry	Feb-11	X			Ability for Sheriff's Office to author and approve Community Alerts via Blackberry device.
Career Resource Management	May-11	X			Electronic workflow for all steps/aspects of the County hiring process.
Digital Paystub	Apr-11	X			Employee login with access to electronic paystubs. Eliminates envelope stuffing and postage.
Veterinarian Dog Licensing	Jul-11	X	X	INC Above	Ability for residents to purchase dog license from Veterinarian at time of rabies vaccination.
Alcohol Server Training Registration	Aug-11	X	X		Calendar of training sessions, register and pay online.
Civil Infraction Payments	Sep-11	X	X		Ability for residents to pay for civil infractions online.
Pawnshop Inventory Tool	Aug-11	X			Inventory data entry tool for pawnshop owners. Review by Sheriff's Office.
Campaign Finance Reporting	Dec-11	X	X		Ability for elected officials and candidates to file campaign finance reporting online.

Non-Ecommerce Project					
Ecommerce Project					
	Net TOTAL			\$1,904,134	
	Tech Fees			\$214,816	Includes monthly account subscription fees.
	TOTAL			\$2,118,950	Revenue through October 2011
	Web Pages			1,473	

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

The DHS Board Appointment action request form will be provided at the meeting.

OBJECTIVE

Obtain a position in which I can work as part of a team and be in service to others as we work towards a common goal

WORK HISTORY

September 1973 – February 2005

- Various teaching and administrative positions in the Zeeland Public Schools
 - * 7 years teaching at the elementary level
 - * 25 years of building level administration— elementary and middle school

February 2005—May 2009

- Cornerstone University, Grand Rapids, MI
 - * Director of Education Programs—Professional and Graduate Studies
 - * Associate Professor of Education—Teacher Education Division

August 2010—June 2011

- Administrator, Borculo Christian School, Zeeland, MI

EDUCATION

- Bachelor of Science, Grand Valley State Colleges (University) 1973
- Master of Arts, Michigan State University 1981
- Advanced degree classes—Western Michigan University

RELATED EXPERIENCES

- Active member of Community Reformed Church, Zeeland, MI
- Volunteer at BRIDGE Ministry Center in Zeeland
- Kids Hope USA Program Director, partner with New Groningen Elementary
- Director of Shared Time Programs—Zeeland Public Schools

REFERENCES

- Gary Feenstra, Superintendent (Retired), Zeeland Public Schools 616.836.5062
- David VanGinhoven, Asst. Superintendent, Zeeland Public Schools 616.748.3006
- Dr. Robert Simpson, Associate Provost, Professional and Graduate Studies, Cornerstone University 616.262.5458
- Dr. Kerisa Myers, Department Chair, Teacher Education, Cornerstone University 616.222.1432
- Dr. Dann Stouten, Senior Pastor, Community Reformed Church 616.772.4907

3580 104th Ave.
Zeeland, MI
49464

616.772.1455 Home
616.994.2200 Cell
rvanderz@zps.org

**APPLICATION FOR POSITION ON A BOARD
COMMISSION, OR ADVISORY BODY APPOINTED
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 09/26/2011

Position Applying For Department of Human Services Board/County Resident

Position Applying For _____

Position Applying For _____

Name Robert VanderZwaag

Address 3580 104th Ave.

City Zeeland ST MI Zip 49464

Last 4 digits of social security number 6477 Birth Month 6 Birth Day 22

Contact Information:

Home Phone 616-994-2200

Work Phone 616-772-1455

E-mail robertvanderzwaag@gmail.com

Fax Number 616-994-2200

Education:

School Grand Valley State University

School Michigan State University

Degree Bachelor of Science

Degree Master of Arts - Education

Employment Background:

Current Employer Borculo Christian School Position Administrator

Responsibilities

All facets of management and administration of a Pre-school - 8th grade private educational facility, also having some teaching responsibilities

Previous Employer Zeeland Public Schools Position Administrator

Responsibilities

All facets of managing and leading an elementary school building including dealing with student behavior, managing a staff of up to 45 employees, and parent issues.

Length of Residency in Ottawa County 60

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes No

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

Served as a region representative on Board of Directors of Michigan Elementary and Middle School Principals Association. Also have served on consistory board of Community Reformed Church in Zeeland in various capacities.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes No

If not, why not? _____

Why do you want to be considered for this appointment?

I have a definite interest in the welfare of children and families in our county. Working for 32 years in public education really exposed me to difficulties families have to deal with. Would like to be able to also search for ways for various agencies within the county to better coordinate services for Ottawa County residents.

Do you desire to have your name kept on file up to one year in the office of the County Clerk and be sent applications for future appointment openings? Yes No

If yes, please enter the Boards, Commissions or Advisory Bodies you are interested in:

County Resident/Department of Human Services Board/

Thank you for your interest in Ottawa County Government

**APPLICATION FOR POSITION ON A BOARD
COMMISSION, OR ADVISORY BODY APPOINTED
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 09/14/2011

Position Applying For Department of Human Services Board/County Resident

Position Applying For _____

Position Applying For _____

Name Christopher Bendekgey

Address 7961 Oak Meadow CT

City Hudsonville ST MI Zip 49426

Last 4 digits of social security number 9720 Birth Month 3 Birth Day 20

Contact Information:

Home Phone 616-340-1771 Work Phone --

E-mail Cbendekgey@aol.com Fax Number 616-340-1771

Education:

School Western Michigan Univeristy School Illinois State University

Degree B.S. Human Nutrition/ Dietetics Degree M.S. Human Nutrition/ Dietetics

Employment Background:

Current Employer Kent County Health Department Position Public Health Program Supervisor

Responsibilities

Establish and implement administrative and operating polices and procedures, in order to ensure the delivery of quality services to program clients.

Develops funding proposals and grant renewal requests, administers grant and contract budgets and prepares reports for submission to funding agencies

Previous Employer _____ Position _____

Responsibilities

Length of Residency in Ottawa County ¹ _____

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes No

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes No

If not, why not? _____

Why do you want to be considered for this appointment?

To help ensure and the social needs of the community are met and to help give back to my community.

Do you desire to have your name kept on file up to one year in the office of the County Clerk and be sent applications for future appointment openings? Yes No

If yes, please enter the Boards, Commissions or Advisory Bodies you are interested in:

Thank you for your interest in Ottawa County Government

The Economic Development Corporation Board Appointment action request form will be provided at the meeting.

September 9, 2010

To: Board and Commissions Selection Committee

From: Joan Epperson, President GBSA

Re: Application

Selection Committee,

Thank you for considering me as a member of the committees selected on my application. My completed application and copy of my resume is attached for your review and consideration.

As a citizen of the county and a business owner, I would like to make a difference. My skills and abilities will allow me to contribute to the social, economic and environmental well being.

If you have any questions or need additional information, please let me know.

Best Regards,

Joan



Joan J. Epperson

President & CEO

Global Business Solutions & Assoc., LLC

Connecting People....Strategies....& Results

2525 E. Paris SE, Suite 100

Grand Rapids, MI 49546

Direct: 616-570-3877

Fax: 616-957-3124

joan-epperson@globalbsa.com

www.globalbsa.com

Joan J. Epperson

Telephone: 616.570.3877

Email: joan-epperson@globalbsa.com

EXPERTISE

Possesses not only a *Can-Do Attitude* but also a *Will-Do Attitude*. Has extensive Project Management and Project Development experience. Earned numerous awards, bonuses, trips, and other recognitions for achieving outstanding sales/business results. Consistently demonstrates the ability to achieve goals and objectives as well as effectively manage in a changing environment. Utilizes highly effective oral and written communication skills to deliver training, facilitate meetings, assist with team collaboration, and develop complex, comprehensive reports/business analysis. Works with corporations and sales professionals to improve sales results; recruit and train successful teams; and develop and implement effective business systems and processes. Extensive experience leading start-up operations, process improvement teams, achieving business results in a challenging economy, and developing systems for thriving in a global/multicultural market.

RECORD OF EXPERIENCE

Global Business Solutions & Assoc., LLC

February 2009 to Present

President

- Extensive experience in Project Management and Organizational Development Services.
- Provides a complete suite of training and development tools and resources designed to provide, attract and retain your most valuable resource, "Human Capital."
- Experience developing and implementing systems for increasing existing client base and retaining established clients.
- Consistently demonstrates the ability to build relationships based on mutual respect and trust.
- Adept at driving growth of company revenues and improving sales-team performance.
- Exceptional mentor, consultant and coach with the capacity to increase sales and revenue.
- Skilled at identifying Federal, State and Local Government Contracting Opportunities. Systems and processes deliver a minimum of 8-10 viable business opportunities per week.

State Farm Insurance Companies

September 1984 to February 2009

Agency Field Consultant, January 2003 to February 2009

- Assisted with development and implementation of strategic sales, marketing, staff staffing and business development plans.
- Worked with Agents to achieve sales/business goals and objectives by utilizing efficient and effective systems for continuous improvement.
- Instituted tracking/reporting systems, incentive programs, processes, and procedures.

Emerging Markets Liaison, October 2001 to January 2003

- Project Manager for a cross-functional team that created the enterprise solution for translation, interpretation, and acculturation.
- COO for an enterprise insurance and financial service process improvement team; recommendations resulted in process improvements, expense savings, and operational efficiencies.

Director of Regional Services, June 2000 to October 2001

- Project Manager for the construction, staffing, and development of a bilingual customer contact center for several hundred employees; project was delivered on-time and under budget.
- Collaborated with two Customer Contact Centers in a “virtual environment.” Ensured that all systems and processes were identical and the customer experience was consistent at all locations.

Director of Customer Contact Center, June 1998 to June 2000

- Project Manager for the development and implementation of process and procedures for a start-up department. The success of this department resulted in changes and improvements throughout the organization.
- Effectively led a department of 600 employees including 11 direct reports.
- Motivated and worked effectively with people from diverse backgrounds, cultures, and experiences.
- Collaborated with internal departments, vendors, and other external resources to achieve exceptional business results.
- Extensive leadership experience/success managing and implementing Organizational Development and Change Management.
- Project Manager for the start-up of State Farm Bank (SFB) which is now ranked as one of the Top 10 banks in the United States.

Claims Management/Claims Department, September 1984 to June 1998

- Led claims department consisting of 100 employees with a management team of 11.
- Supervised numerous catastrophe operations in multiple states.
- Developed /implemented new processes and procedures for catastrophe claims department.
- Managed many complex litigation claims for injury and physical damage claims.
- Testified on behalf of the State Farm during court proceedings.

DEVELOPMENT/ACHIEVEMENTS

Bachelor of Science in Political Science; Texas A&M-Texarkana

Project and Sales Management: Sandler Sales Institute; Six Sigma Green Belt (in progress); Book Yourself Solid Certified Coach; and Sales Cycle Training

Leadership/Executive Development: Brookings Institute; Speak Easy; Agency Development Program; Center for Creative Leadership; and Hillsdale Leadership Institute

Insurance and Financial Services Development: Associates in Claims (AIC); 5-Courses toward Chartered Life Underwriters Designation (CLU); and American College curriculum for “Marketing Financial Services to Women”

Licenses and Certifications: Series 6 & 63 License; Property/Casualty and Life/Health License for State of Michigan

Awards and Recognition: Qualified for Ambassador Travel - 6 consecutive years; Qualified for Great Lakes Leaders Club - 4 years; Qualified as one of the Top 10 Agency Departments; Received several Special Achievement Awards; Received the Agency Special Achievement Award; Selected to lead numerous Enterprise Initiatives; Project Leader for numerous Enterprise Initiatives

PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS

Platinum Speaker with Les Brown Enterprises; Ambassador for the Grand Rapids Chamber of Commerce; Inforum; Small Business Association of Michigan (SBAM); National Sales Network-Detroit (NSN); American Product and Inventory Control Society-Grand Rapids (APICS)

**APPLICATION FOR POSITION ON A BOARD
COMMISSION, OR ADVISORY BODY APPOINTED
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 09/09/2010

Position Applying For Economic Development Corporation/Member

Position Applying For _____

Position Applying For _____

Name Joan J Epperson

Address 6132 Regal Dr. SW

City Grandville ST MI Zip 49418

Last 4 digits of social security number 9250 Birth Month 10 Birth Day 1

Contact Information:

Home Phone 616-570-3877

Work Phone 616-667-9586

E-mail joan-epperson@globalbsa.com

Fax Number 616-570-3877

Education:

School Texas A & M

School _____

Degree Political Science

Degree _____

Employment Background:

Current Employer Global Business Solutions & Assoc., LLC Position President

Responsibilities

GBSA is an Organizational Design and Change Manage Firm. As President, I am responsible to developing the mission and vision, recruiting and training the team and ensuring that clients receive high quality service and products. We also provide a complete suite of training and development products.

We also provide meeting facilitation and team development.

Previous Employer State Farm Insurance Position Consultant

Responsibilities

I worked for State Farm for almost 25 years in multiple locations around the country. I moved to Michigan to work with agents and their staff.

During my career, I lead multiple departments, developed and implemented comprehensives programs and projects.

Length of Residency in Ottawa County 3

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes No

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

I was president of a Board of Directors for a non-profit organization; Member of the finance committee for United Way; and Board Members for other organizations.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes No

If not, why not? _____

Why do you want to be considered for this appointment?

As a resident of Ottawa county and a business owner, I would like to contribute to the current and future economic, social, and environmental future of our county.

I have extensive business and leadership experience. I have the ability to contribute and make a difference. In addition, I have knowledge and experience in areas of interest.

Do you desire to have your name kept on file up to one year in the office of the County Clerk and be sent applications for future appointment openings? Yes No

If yes, please enter the Boards, Commissions or Advisory Bodies you are interested in:

Thank you for your interest in Ottawa County Government

RYAN TIBBETS

7545 Terrace Ln. • Jenison, MI 49428
rjtibbs@comcast.net (616)667-2105

October 26, 2010

Board of Commissioners
Ottawa County
12220 Fillmore
West Olive, MI 49460

Board of Commissioners:

It is with great enthusiasm that I am applying for several boards to serve the residents of Ottawa County. After reviewing the position profiles, I am confident that I am the professional you are looking for.

I have been delegated significant personal responsibility, authority, and have been afforded the opportunity to serve in key leadership roles that have prepared me to pursue the challenging positions in which I am applying, including, but not limited to the following:

- History of successful large project management experience including equipment specification, planning, and budgeting.
- Experience managing several competing priorities and projects on an ongoing basis.
- Experience with incremental, performance, and zero-based budgeting methodologies including financial analyses.
- Clear understanding of complex public organizational environments and innovative methodologies to effectively motivate and challenge employees.
- Experience creating a facilities management program.
- Five plus years of regular public speaking and training delivery to groups both large and small.
- Experience communicating and working with all levels of personnel within a public organization, including elected, executive, and appointed officials.
- Experience in training program development, implementation, delivery, and evaluation.
- Experience with change management, including functioning in organizational environments with budget and personnel reductions.
- Experience interpreting and creating policies that are compliant with federal, state, and local laws and their regulations, standards and policies related to public administration.

In addition to my education and experience, I am a forward thinker and team player with well-honed interpersonal and communication skills, a positive “can do” attitude, and dedicated to the organizations I work for.

In the current, fiscally challenging environment I believe that my experience and pragmatic leadership style will serve to produce exceptional results for the residents of Ottawa County.

Thank you for your time and consideration, I look forward to hearing from you.

Ryan Tibbets, MPA

Enclosures

**APPLICATION FOR POSITION ON A BOARD
COMMISSION, OR ADVISORY BODY APPOINTED
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 10/26/2010

Position Applying For Economic Development Corporation/Member

Position Applying For _____

Position Applying For _____

Name Ryan M Tibbets

Address 7545 Terrace Lane

City Jenison ST MI Zip 49428

Last 4 digits of social security number 4093 Birth Month 11 Birth Day 24

Contact Information:

Home Phone 616-667-2105

Work Phone 616-293-2230

E-mail rjtibbets@comcast.net

Fax Number 616-667-2105

Education:

School Grand Valley State University

School Lake Superior State University

Degree Master of Public Administration

Degree Bachelor of Science-Fire Science

Employment Background:

Current Employer Georgetown Fire Department Position Lieutenant/Training Officer

Responsibilities

Highly responsible position supervising, leading, and directing 15-50 firefighters during emergency and non-emergency operations. I am responsible for planning, organizing, supervising, coordinating, and conducting the fire department training programs as the designated fire training officer. I provide written information and documentation to support department training, goals, and objectives, and also serve as confidential advisor to the fire chief regarding administrative and disciplinary matters. Lieutenant in-charge of the 20 member dive team.

Previous Employer City of Wyoming - Currently Employed Position Firefighter/Acting Lieutenant

Responsibilities

Duties include: fire suppression, emergency medical response, acting driver/pump operator, training, automobile extrication, fire prevention, business inspections, facilities and equipment maintenance and repair.

Length of Residency in Ottawa County 11

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes No

If so, describe

Brother employed by Georgetown Township

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

I have served on promotional boards, an organizational financial advisory board, and served as chair of several committees.

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes No

If not, why not? N/A

Why do you want to be considered for this appointment?

I would like to be considered for this appointment because I feel that I work well with others, enjoy new challenges, and I believe I can add value to the boards applied for. My family and I are proud to be Ottawa County residents and I would like to be a part of creating a vision for the future.

Do you desire to have your name kept on file up to one year in the office of the County Clerk and be sent applications for future appointment openings? Yes No

If yes, please enter the Boards, Commissions or Advisory Bodies you are interested in:

Appointed Member/Officers Compensation Commission/, General Public/Community Corrections Advisory Board/, Media Sector/Community Corrections Advisory Board/, Member/Jury Board/, Member/Brownfield Redevelopment Auth. Board/

Thank you for your interest in Ottawa County Government

**APPLICATION FOR POSITION ON A BOARD
COMMISSION, OR ADVISORY BODY APPOINTED
BY THE OTTAWA COUNTY BOARD OF COMMISSIONERS**

Date 11/10/2011

Position Applying For Economic Development Corporation/Member

Position Applying For _____

Position Applying For _____

Name William J Berns

Address 14287 Garfield

City Spring Lake ST Mi Zip 49456

Last 4 digits of social security number 2213 Birth Month 2 Birth Day 27

Contact Information:

Home Phone 616-850-8578 Work Phone --

E-mail williamberns@sbcglobal.net Fax Number 616-850-8578

Education:

School University of Detroit School _____

Degree Economics and Business Administration Degree _____

Employment Background:

Current Employer retired Position _____
Responsibilities _____

Previous Employer _____ Position _____
Responsibilities _____

Length of Residency in Ottawa County 13

Does the County of Ottawa or any other unit of government employ any members of your family?

Yes No

If so, describe

What is your past experience in serving on governmental boards, or the boards of civic and other similar organizations?

[Crockery township board](#)

The Ottawa County Appointment Policy sets a minimum expectation of 75% attendance for all members of boards and commissions appointed by the Ottawa County Board of Commissioners. If appointed, will you be able to comply with the terms of the Policy with regard to attendance? Yes No

If not, why not? _____

Why do you want to be considered for this appointment?

[give back to the community](#)

Do you desire to have your name kept on file up to one year in the office of the County Clerk and be sent applications for future appointment openings? Yes No

If yes, please enter the Boards, Commissions or Advisory Bodies you are interested in:

Thank you for your interest in Ottawa County Government