



**Board of
Commissioners'
Meeting**

February 3, 2015

**NOTICE AND AGENDA FOR
FEBRUARY 3, 2015 MEETING
OF THE
KALAMAZOO COUNTY BOARD OF COMMISSIONERS**

PLEASE TAKE NOTICE that a regular meeting of the Kalamazoo County Board of Commissioners is scheduled for Tuesday, February 3, 2015, at 7:00 p.m. in the Board of Commissioners Room, second floor, County Administration Building, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, for the purpose of considering the following items:

- ITEM 1 Call to Order
- ITEM 2 Invocation
- ITEM 3 Pledge of Allegiance
- ITEM 4 Roll Call
- ITEM 5 Approval of Minutes
- ITEM 6 Communications
- ITEM 7 Citizens' Time
- ITEM 8 For Consideration

- A. Presentation by Michigan Association of Counties – *Tim McGuire*
- B. Request for Approval of Resolution in Support of Black History Month

CONSENT AGENDA

Circuit Court

- C. Request for Approval to Accept Grant Award from the Office Depot Foundation

Health & Community Services

- D. Request for Approval of Household Hazardous Waste Contract with Multiple Townships and Municipalities
- E. Request for Approval to Purchase SAS Analytics ProSoftware License

Michigan Works!

- F. Request for Approval of Michigan Works! System Plan 15-00
- G. Request for Approval of UIA – Reemployment and Eligibility (REA) Grant PI: 14-16
- H. Request for Approval of an Amendment to Workforce Development Contract 2014-01 with W.E. Upjohn Institute for Employment Research

Sheriff

- I. Request for Approval of an Agreement with Mobilex, USA

Board of Commissioners

- J. Request for Approval of Transfers and Disbursements
- K. Request for Approval of Board Bylaws
- L. Request for Approval of Appointments to the Retirement Investment Committee
- M. Request for Approval of an Easement to Consumers Energy

NON-CONSENT AGENDA ITEMS

The following Items are Non-Consent Agenda Items and will be voted on individually.

N. Request for the Approval of Central County Transportation Authority (CCTA)
Appointment

- ITEM 9 Old Business
- ITEM 10 New Business
- ITEM 11 County Administrator's Report
- ITEM 12 Chairperson's Report
- ITEM 13 Vice Chairperson's Report
- ITEM 14 Members' Time
- ITEM 15 Adjournment

Dina Sutton

Dina Sutton
Office Manager for Administrative Services

JANUARY 28, 2015

MEETINGS OF THE KALAMAZOO COUNTY BOARD OF COMMISSIONERS ARE OPEN TO ALL WITHOUT REGARD TO RACE, SEX, COLOR, AGE, NATIONAL ORIGIN, RELIGION, HEIGHT, WEIGHT, MARITAL STATUS, POLITICAL AFFILIATION, SEXUAL ORIENTATION, GENDER IDENTITY OR DISABILITY. KALAMAZOO COUNTY WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING/HEARING, TO INDIVIDUALS WITH DISABILITIES AT THE MEETING/HEARING UPON FOUR (4) BUSINESS DAYS' NOTICE TO THE COUNTY. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE COUNTY BY WRITING OR CALLING:

Dina Sutton
Office Manager for Administrative Services
KALAMAZOO COUNTY GOVERNMENT
201 West Kalamazoo Avenue
Kalamazoo, Michigan 49007
TELEPHONE: (269)384-8111
TDD PHONE: (269)383-6464

C.

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: February 3, 2015

COURT: Ninth Circuit Court – Family Division

PREPARED BY: Jaishree Khatri

SUBJECT: Grant Acceptance – Youthful Offender Transitions Program

SPECIFIC ACTION REQUESTED:

Seeking approval to accept an award of \$1,500 from the Office Depot Foundation.

DESCRIPTION OF ACTION (dollar amount, purpose):

The \$1,500. Will be used by the Family Division of the Ninth Circuit Court to fund operation of the Youthful Offender Transitions Program.

TIME FRAME OF ACTION:

The term of the grant is from January 1, 2015 until December 31, 2015.

FUNDING SOURCE IF REQUIRED (Federal, State, or Local):

Office Depot Foundation is a nationally based foundation.

PERSONNEL IF REQUIRED:

(Indicate if elimination or creation and list FTE; job title; grade; full-time salary range; account number; and, if known, position number)

Position already exists from previous grant. New grant funding will come out of the same fund so no elimination or creation is required.

NEW OR RENEWAL OR AMENDMENT:

(If an amendment to a contract/agreement please provide the date in which the original was approved by the Board of Commissioners)

New

ANY OTHER PERTINENT INFORMATION:

N/A

PROCUREMENT INFORMATION:

(Indicate if the contract was bid out, if not, state reason(s) why; indicate last time contract was bid out; indicate if awarded bidder was the lowest bidder, if not, indicate why)

N/A

CONTACT PERSON WITH PHONE NUMBER:

Kathy Flack kbflac@kalcounty.com or 269 385-6039.



Kalamazoo County

Health & Community Services

3299 Gull Road, P.O. Box 42, Nazareth, MI 49074-0042

DATE: February 3, 2015

TO: County Board of Commissioners

FROM: Gillian A. Stoltman, Ph.D, M.P.H, Director/Health Officer

RE: **ITEMS FOR YOUR CONSIDERATION**

A. APPROVAL OF HOUSEHOLD HAZARDOUS WASTE CONTRACTS WITH MULTIPLE TOWNSHIPS AND MUNICIPALITIES

ACTION REQUIRED

HCS Administration requests Board approval of the following contracts between the county governmental units listed below (both in and out-of-county units) and the County of Kalamazoo Health and Community Services Department for the Household Hazardous Waste Program. These contracts are for the period of January 1, 2015 to December 31, 2015 and will establish each unit's funding for fiscal year 2015.

GOVERNMENTAL UNITS AND FUNDING

1. Antwerp Township	\$ 3,500
2. Brady Township	\$ 2,500
3. Cooper Township	\$ 7,500
4. Pavilion Township	\$4,200
5. Paw Paw Township	\$ 1,400
6. Richland Township	\$ 7,000
7. Ross Township	\$ 2,500
8. Village of Augusta	\$ 500
9. Village of Climax	\$ 400

DESCRIPTION OF SUBJECT

The County will provide collection services to each unit's residents at the Household Hazardous Waste Center as long as that unit has funds on account with the county to cover the costs of their citizen's utilization of the service.

RELATIONSHIP TO GOALS

These contracts will allow the collection of household hazardous waste in 2015 from each unit's residents and will allow removal of household hazardous waste from the waste stream, thus preventing environmental contamination problems.

This program is consistent with the HCS's goal to improve the quality and safety of the physical environment for Kalamazoo County residents.

FUNDING SOURCE

Funding amounts for each governmental unit are listed above. Each of the in-county amendments includes a specific amount for operational expenses, which is based on a cost-sharing formula. Both in-county and out-county are charged based on actual participation by individual households. Out-of-county municipalities are charged for actual participation plus a \$34.75 service fee per household. If the funds for a unit are exhausted before the contract period ends, that unit's residents will not receive collection services unless more funds are transferred to the county.

PERSONNEL

There are no new personnel issues associated with this item.

PROCUREMENT

There is no procurement associated with this request.

ISSUES/CONCERNS

There are no issues or concerns. If you have any questions, please contact Deb Cardiff, Division Manager, Environmental Health at 373-5347 or dacard@kalcounty.com.

B. PERMISSION TO PURCHASE SAS ANALYTICS PRO SOFTWARE

ACTION REQUESTED

HCS Administration requests Board approval to purchase a 50 year license for use of SAS Analytics Pro software for a cost of \$6,566.

DESCRIPTION OF SUBJECT

SAS (Statistical Analysis System) Analytics Pro is a management tool for large datasets allowing for sorting, splicing, coding and analyzing of multiple datasets. SAS is highly flexible giving users control over dataset manipulation and allows for efficient and complicated data analysis. This software purchase was not included in the annual CIP process as it being requested by new staff that will be using it extensively to meet department indicators.

RELATIONSHIP TO GOALS

This will allow HCS to improve data analysis capabilities in areas such as the Kalamazoo County Behavioral Risk Factor Survey and many other essential vital statistics files.

FUNDING SOURCE

HCS reserve funds will be utilized for this purchase.

PERSONNEL

This item does not involve any new personnel.

PROCUREMENT

This is a unique system for data management with no other systems with comparable capabilities.

ISSUES/CONCERNS

There are no issues or concerns. If you have any questions or concerns regarding the above requested action, please contact Lynne Norman, Deputy Director – Health Services at 373-5237 or ldnorm@kalcounty.com .

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: January 20, 2015

DEPARTMENT: Michigan Works! – Upjohn Institute

PREPARED BY: Dawn Roberts

SUBJECT: Michigan Works! System Plan 15-00

SPECIFIC ACTION REQUESTED: Review and approval of the Michigan Works! System Plan 15-00

DESCRIPTION OF ACTION (dollar amount, purpose): N/A

The **Michigan Works! System Plan** is a non-financial administrative document that incorporates a range of forms, certifications, stipulations, and procedures required for programs funded through the Office of Workforce Development. The Michigan Works! System Plan contains elements that are applicable for all programs funded through the Workforce Development Agency (WDA).

The System Plan also identifies that the One-Stop Operator was selected through a competitive bidding process and that approval of the Systems Plan constitutes the Board certification of:

Youth Opportunities Unlimited (YOU), a division of the Kalamazoo Regional Educational Service Agency (KRESA) as the One-Stop Operator for Kalamazoo & St. Joseph Counties and Summit Pointe for Branch and Calhoun Counties

TIME FRAME OF ACTION: January 1, 2015 through December 31, 2015

FUNDING SOURCE IF REQUIRED (Federal, State, or Local): N/A

PERSONNEL IF REQUIRED: NA

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: NA

CONTACT PERSON WITH PHONE NUMBER: Dawn Roberts 385-0455

PLEASE ATTACH ALL NECESSARY INFORMATION
i.e. Agreements/Contracts/Applications



222 S. Westnedge Avenue, Kalamazoo, Michigan 49007-4628
TX: 269-349-1533 FAX: 269-349-5505 www.michiganworks14.org

A Private-Public Partnership serving Branch, Calhoun, Kalamazoo and St. Joseph Counties

DATE: January 21, 2015
TO: Kalamazoo County Board of Commissioners
FROM: Ben Damerow
SUBJECT: W.E. Upjohn Institute Contract Modification

We are requesting consideration for approval the attached changes to the Workforce Development Contract 2014-01 between the County and the W.E. Upjohn Institute for Employment Research.

The proposed changes to the contract would allow for the Institute to directly request and receive funding from the Workforce Development Agency (WDA), State of Michigan. This would allow for funds to be drawn from WDA as needed and increase efficiencies for payment of expenditures.

For the County, this would relieve fiscal staff of having to manage bi-monthly requests. All fiscal audits, monitoring, and quarterly reporting will remain in place to allow for County oversight of the funds.

Contract Number: 2014-01

WORKFORCE DEVELOPMENT CONTRACT

BETWEEN

THE COUNTY OF KALAMAZOO

AND

THE W.E. UPJOHN INSTITUTE FOR EMPLOYMENT RESEARCH

JULY 1, 2014- JUNE 30, 2015

W. E. UPJOHN INSTITUTE FOR EMPLOYMENT RESEARCH

Employment Management Services Division

300 South Westnedge Avenue

Kalamazoo, Michigan 49007

Phone No. 269-349-1533

THIS CONTRACT made and entered into by and between THE W.E. UPJOHN INSTITUTE FOR EMPLOYMENT RESEARCH designated as the "Administrative and Fiscal Agent" hereinafter referred to as the MICHIGAN WORKS! AGENCY, and the COUNTY OF KALAMAZOO, referred to as the GRANT RECIPIENT.

WITNESS TO:

WHEREAS, THE COUNTY OF KALAMAZOO has been designated as the GRANT RECIPIENT by the State of Michigan (hereinafter referred to as the "State") to provide for the planning, implementation, delivery, and overall management of workforce development services under its authority as GRANT RECIPIENT,

WHEREAS, it has been determined that the planning and delivery of activities authorized under workforce development require the competent planning, development, implementation, and performance of a workforce development management system, and the competent performance of a project administration system for the contracting of the employability development services of outreach, intake and assessment, orientation, counseling, basic education, job related education, occupational skill training, on-the-job training, work experience, transitional public employment, job development, job placement, medical service, child care, and transportation, as integral activities under the GRANT RECIPIENT'S Workforce Development Program, and which the MICHIGAN WORKS! AGENCY understands, is well qualified to provide, and desires to provide;

WHEREAS, In accordance with the Workforce Innovation and Opportunity Act, or any successor legislation, Kalamazoo County designates W E Upjohn Unemployment Trustee Corporation as the local grant subrecipient to act as fiscal agent for the employment and training funds awarded to the service delivery area and governed by the Pubic Act 8 of 1967 agreement between the Michigan counties of Branch, Calhoun, St Joseph, and Kalamazoo. NOW THEREFORE,

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IT IS AGREED by and between the parties as follows:

SECTION I: STATEMENT OF PURPOSE

WHEREAS THE GRANT RECIPIENT desires to provide workforce development services within its jurisdiction according to the goals and purposes as set forth in the workforce development legislation and the State's regulations, the purpose of this contract is to engage the professional services of the MICHIGAN WORKS! AGENCY for the planning, administration, Workforce Development Board staffing, and program and fiscal management of its workforce development system and to define the terms and conditions of this undertaking.

SECTION II: STATEMENT OF WORK

That the MICHIGAN WORKS! AGENCY agrees to perform the functions set forth in the definitive Workforce Development Plan, including all activities relating to the planning, administration, and overall management of the GRANT RECIPIENT'S workforce development system; in accordance with the WORKFORCE DEVELOPMENT BOARD'S goals and purposes; and in accordance with subsequent revisions and modifications of this contract as are negotiated and agreed upon by the parties.

SECTION III: PERIOD OF PERFORMANCE

That the MICHIGAN WORKS! AGENCY shall commence performance of this contract on the 1st day of July, 2014 and shall complete said performances not later than the end of the program year which is the 30th day of June, 2015.

SECTION IV: CONSIDERATION

That for the performance of functions and services under this contract, and for the settlement of termination claims, the WORKFORCE DEVELOPMENT GRANT AGENCY GRANT will reimburse the MICHIGAN WORKS! AGENCY for the identifiable costs of management and services which are in addition to the basic services provided in amounts not exceeding the total amounts set forth as the budget in Exhibits to this contract.

That the MICHIGAN WORKS! AGENCY, in accordance with the aforementioned, will be reimbursed for identifiable direct costs for administrative services provided and for identifiable overhead associated with these services as negotiated between the parties.

The MICHIGAN WORKS! AGENCY will be audited annually in accordance with the Single Audit Act by an audit firm acceptable to the Grant Recipient.

That payments made by the MICHIGAN WORKS! AGENCY to subrecipients shall be made by the MICHIGAN WORKS! AGENCY upon receipt by the MICHIGAN WORKS! AGENCY'S authorized representative of the subrecipients' billing statements submitted and the MICHIGAN WORKS! AGENCY'S standard invoice voucher, and stating that work for which payment is requested has been performed and completed in conformity with the terms and conditions of said subrecipient contracts.

SECTION V: GENERAL PROVISIONS

1. That the MICHIGAN WORKS! AGENCY will abide by all applicable terms and conditions imposed and required by any such contract between the GRANT RECIPIENT and the State, and further will abide by all subsequent revisions and modifications of the contract, as published to set forth administrative and statutory changes imposed on or by the State.

That the MICHIGAN WORKS! AGENCY agrees to perform as an ADMINISTRATIVE and FISCAL AGENT and acknowledges that the GRANT RECIPIENT is not free to divest ultimate responsibility for the performance or the quality of services.

2. That the MICHIGAN WORKS! AGENCY will abide by all assurances and certifications as set forth in workforce development plans. That this contract in no manner affects the MICHIGAN

WORKS! AGENCY'S obligation to comply with all applicable laws, ordinances and codes of the federal, state or local government.

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3. In accordance with the Single Audit Act, the MICHIGAN WORKS! AGENCY will require that all recipients of \$500,000 or more in federal funds within a twelve (12) month period to provide a supplement to their annual audit. The supplement will be completed by the sub-recipient's auditors in accordance with Office Management and Budget Circular A-133 or A-128, whichever is applicable. A sub-recipient who receives multiple contracts is subject to this provision if the total of the multiple contracts is \$500,000 or more.

Effective December 26, 2014, and in accordance with the Single Audit Act, the MICHIGAN WORKS! AGENCY will require that all recipients of \$750,000 or more in federal funds within a twelve (12) month period to provide a supplement to their annual audit. The supplement will be completed by the sub-recipient's auditors in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards: Final Rule, also known as the Omni-Circular. A sub-recipient who receives multiple contracts is subject to this provision if the total of the multiple contracts is \$750,000 or more.

4. That the GRANT RECIPIENT recognizes the Workforce Development Board as the local entity responsible for the design and oversight of workforce development activities in accordance with the direction and intent of federal and state regulations.

SECTION VI: MODIFICATIONS

1. That no oral statement of any persons, and no written statement of anyone, other than the GRANT RECIPIENT or MICHIGAN WORKS! AGENCY'S authorized representatives shall be considered an official interpretation of the terms of meaning of this contract. In order to be effective, any amendment to this contract must be reduced to writing and signed by the authorized representatives of each party.
2. That requests from the MICHIGAN WORKS! AGENCY for interpretations, modifications, or changes must be made in writing to the GRANT RECIPIENT.
3. That in the event of any failure of the MICHIGAN WORKS! AGENCY to achieve the goals as set forth in this contract or the budget, which is attached hereto, and made a part of this contract, the GRANT RECIPIENT reserves the right to require re-planning or modifications, or other appropriate action.
4. In the event adjustments are required in the administrative or services costs of the program, it shall be the responsibility of the MICHIGAN WORKS! AGENCY to initiate such adjustments.
5. That the MICHIGAN WORKS! AGENCY shall cooperate fully and promptly in such aforementioned program modification as may be required by the GRANT RECIPIENT.

SECTION VII: INDEMNITY

1. That the GRANT RECIPIENT shall indemnify and save harmless the MICHIGAN WORKS! AGENCY against any/all claims, losses, and liabilities which may arise out of or by reason of the acts or omissions of the GRANT RECIPIENT and each of the risks and omissions set forth below in paragraphs (a) through (e). That the MICHIGAN WORKS! AGENCY shall indemnify and save

harmless the GRANT RECIPIENT against any and all claims, losses, and liability which may arise out of or by reason of the acts or omissions set forth below.

- a. Anything done or not done at the written instruction of the GRANT RECIPIENT.
 - b. Interpretations of workforce development regulations or governmental rules or regulations and other errors or omissions by the MICHIGAN WORKS! AGENCY made in good faith and with no more than ordinary negligence.
 - c. Errors or omissions of subrecipients, agencies, or other persons which are not known to exist by the MICHIGAN WORKS! AGENCY, provided such lack of knowledge is not the result of gross negligence by the MICHIGAN WORKS! AGENCY.
 - d. Errors or omissions of subrecipients, agencies or other persons known to the MICHIGAN WORKS! AGENCY provided that the GRANT RECIPIENT is notified when the MICHIGAN WORKS! AGENCY has knowledge and corrective action is initiated in accordance with Section XI of this contract.
 - e. Willful, wanton, criminal, reckless, or fraudulent conduct of any subrecipient, agency, or other person, unless the selection of the subrecipient, agency, or other person resulted from gross negligence by the MICHIGAN WORKS! AGENCY.
2. That the federal government, represented by the State, is not a party hereto, and that no legal liability on the part of the federal government is implied under the terms of this contract.

SECTION VIII: NONDISCRIMINATION

That in connection with all personnel assigned by the MICHIGAN WORKS! AGENCY to work under this contract, the MICHIGAN WORKS! AGENCY agrees as follows:

1. That the MICHIGAN WORKS! AGENCY will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, or disability.
2. That the MICHIGAN WORKS! AGENCY will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, national origin, age, sex, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer, recruitment, layoff or termination, or rates of pay.
3. That the MICHIGAN WORKS! AGENCY will, in all solicitations or advertisements for employees placed by or on behalf of the MICHIGAN WORKS! AGENCY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, or disability.

SECTION IX: PERSONNEL QUALIFICATION AND RATES OF PAY

That all personnel assigned by the MICHIGAN WORKS! AGENCY to work under this contract shall be qualified to perform the tasks indicated in the Workforce Development Plan filed with the State, and shall perform such work competently and efficiently.

SECTION X: RECORDS AND REPORTS

1. That the MICHIGAN WORKS! AGENCY must maintain such records and form of records as required to insure the integrity of financial transactions, and upon consultation with the GRANT RECIPIENT to provide the ability for the GRANT RECIPIENT to evaluate the effectiveness of program activities, and to meet federal and State of Michigan reporting requirements. The MICHIGAN WORKS! AGENCY will also copy the GRANT RECIPIENT on all quarterly expense reports submitted to the WORKFORCE DEVELOPMENT AGENCY.
2. That the MICHIGAN WORKS! AGENCY maintain financial records:
 - a. That identify expenditures by the appropriate categories for each service activity provided under this contract. Such cost categories include wages, allowances, fringe benefits, training, manpower services, and administration.
 - b. That upon termination of this contract, the MICHIGAN WORKS! AGENCY will provide to the GRANT RECIPIENT a final accounting of all expenditures made in performance of this contract within ninety (90) days of the termination of the contract.
3. That the MICHIGAN WORKS! AGENCY agrees to maintain books, records, documents, and other evidence pertaining to all costs and expenses of this contract to the extent and in such detail as will properly reflect all net costs, direct labor, materials, supplies, and services, and other costs and expenses of whatever nature for which payment is claimed under the provisions of this contract.
4. That the MICHIGAN WORKS! AGENCY'S accounting procedures and internal financial controls must be determined to be acceptable to the GRANT RECIPIENT, and said procedures and controls must conform to generally accepted accounting practices in order that the costs properly applicable to this contract can be readily ascertainable therefrom.
5. That the MICHIGAN WORKS! AGENCY shall maintain enrollee records and other records required by the State. Such records shall be open to the inspection by the GRANT RECIPIENT, or other appropriate representative of the GRANT RECIPIENT.
6. That the MICHIGAN WORKS! AGENCY shall preserve and make available its records for a period of three (3) years from the date of the final accounting submitted by the MICHIGAN WORKS! AGENCY to the GRANT RECIPIENT after completion of the work under this contract designated by the MICHIGAN WORKS! AGENCY as the final accounting.

SECTION XI: MONITORING AND CORRECTIVE ACTION

That performance as set forth in this contract is essential to the life of the contract; that performance by the MICHIGAN WORKS! AGENCY will be reviewed quarterly. It is the responsibility of the GRANT RECIPIENT, or the authorized representative of the GRANT RECIPIENT, immediately upon receipt of such a quarterly performance report, to bring any substandard performance to the attention of the MICHIGAN WORKS! AGENCY, and to request that the MICHIGAN WORKS! AGENCY either develop a corrective action plan or provide a written report that justifies modification of goals and/or performance standards. If the MICHIGAN WORKS! AGENCY indicates a corrective action plan, the GRANT RECIPIENT may accept the MICHIGAN WORKS! AGENCY'S plan or require an alternative plan to be implemented. If an adjustment in standards or goals is deemed appropriate by the GRANT RECIPIENT, such modification will be made in accordance with Section VI of this contract.

SECTION XII: TERMINATION

That this contract may be terminated for default or noncompliance on the part of the MICHIGAN WORKS! AGENCY; that said termination may be exercised by the GRANT RECIPIENT whenever the MICHIGAN WORKS! AGENCY shall default in performance of this contract in accordance with its terms and shall fail to remedy such default within a period of thirty (30) days after receipt from the GRANT RECIPIENT of a notice specifying default or noncompliance. After a receipt of a notice of termination, and except as otherwise directed by the GRANT RECIPIENT, the MICHIGAN WORKS! AGENCY shall stop work under the contract on the date and the extent specified in the notice of termination. The MICHIGAN WORKS! AGENCY may terminate this contract by giving the GRANT RECIPIENT ninety (90) days advance notice in writing. The GRANT RECIPIENT may terminate this contract for reasons other than those specified above by giving the MICHIGAN WORKS! AGENCY ninety (90) days advance notice in writing. In the event that the federal government should terminate the program, the GRANT RECIPIENT may terminate this contract by giving the MICHIGAN WORKS! AGENCY the same notice that is received from the federal government.

SECTION XIII: SPECIAL PROVISIONS

1. That the MICHIGAN WORKS! AGENCY will cooperate fully with the GRANT RECIPIENT in any re-planning efforts and will submit, on request from the GRANT RECIPIENT, written analysis of administrative and operational difficulties encountered in the performance of this contract.
2. That the MICHIGAN WORKS! AGENCY, or other appropriate representative of the MICHIGAN WORKS! AGENCY, may schedule meetings or training sessions for the purpose of improving contracted operations. Upon proper notifications of such sessions, the MICHIGAN WORKS! AGENCY shall ensure the attendance of any staff person performing services under this contract whose presence is requested.

3. That the MICHIGAN WORKS! AGENCY will provide the necessary coordination of subcontracted services with various other subrecipients of the MICHIGAN WORKS! AGENCY.
4. That the MICHIGAN WORKS! AGENCY will provide, when requested, copies of all monitoring reports on performance to the GRANT RECIPIENT.

SPECIAL PROVISIONS

In the event the GRANT RECIPIENT determines it to be in the best interest of the program or the GRANT RECIPIENT that the services provided through this contract not be continued beyond June 30, 2015, the GRANT RECIPIENT agrees to provide the MICHIGAN WORKS! AGENCY ninety (90) days (through September 30, 2015) to effectuate an orderly closeout of the contract and conduct an orderly transition to the (alternative administrative and fiscal agent) of the WORKFORCE DEVELOPMENT BOARD and GRANT RECIPIENT'S choosing. Further, the GRANT RECIPIENT assumes all reasonable costs associated with the closeout of this contract. Such costs may include, but not necessarily be limited to: storage, transfer and disposition of property and records under the custody of the MICHIGAN WORKS! AGENCY; final audit costs; and, costs associated with the support of activities necessary to complete closeout activities including lease/rent contracts consummated during the term of this contract.

BOARD AGENDA REQUEST FORM

PROPOSED FOR BOARD MEETING OF: February 3, 2015

DEPARTMENT: Sheriff's Office

PREPARED BY: Paul Matyas, Undersheriff

SUBJECT: Approval Diagnostic Agreement

SPECIFIC ACTION REQUESTED:

Approval of diagnostic agreement with Mobilex, USA

DESCRIPTION OF ACTION (dollar amount, purpose):

\$75.00 per x-ray or cardiac service. Other services and costs described in Exhibit B. Services are for inmate health issues.

TIME FRAME OF ACTION:

Successive one-year terms

FUNDING SOURCE IF REQUIRED (Federal, State, or Local):

Funds already provided in Sheriff's Jail Division budget

PERSONNEL IF REQUIRED:

NA

NEW OR RENEWAL OR AMENDMENT:

New

ANY OTHER PERTINENT INFORMATION:

The Sheriff's Jail current physician, Dr. Hunt, sold his practice and can no longer provide x-ray, cardiac, etc services in his office. MobilexUSA fills this gap in service and will come to the Sheriff's Jail to conduct the service. This results in further savings as Deputies will no longer need to transport inmates to the doctor's office for such tests. The jail averages about 6 x-rays per month and one ultrasound every two months.

PROCUREMENT INFORMATION:

CONTACT PERSON WITH PHONE NUMBER:

William Timmerman, Captain/Jail Administrator ph: 385-6138



Office of Finance
201 West Kalamazoo #201
Kalamazoo, MI 49007
(269) 384-8088

MEMO

TO: Board of Commissioners

FROM: Tracie Moored 
Director of Finance and Administrative Services

DATE: January 14, 2015

RE: Reappointments to Retirement Investment Committee

Section 4 of the Retirement System Resolution states that the Retirement Investment Committee shall be composed of at least three (3) members but not more than seven (7) members. The Retirement Investment Committee feels that special qualifications and continuity are a priority in selection.

The Retirement Investment Committee is requesting the Board's approval to appoint Joel Wittenburg, from the W.K. Kellogg Foundation, to the Committee for a three-year term. Joel will be filling a current vacancy on the Committee, and his appointment will bring the Retirement Investment Committee back to a full seven members.

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

KALAMAZOO COUNTY BOARD OF COMMISSIONERS

APPLICATION FOR APPOINTMENT TO: (Please select which board you are interested in serving)

- Animal Services & Enforcement Board
- Board of Public Works
- Building Authority
- Central County Transportation Authority
- Community Action Tripartite Advisory Board
- Department of Human Services
- Economic Development Corporation /Brownfield Redevelopment Authority
- Fair Council

- Kalamazoo County Transportation Authority
- Land Bank Authority
- Metropolitan Planning Commission
- Parks & Recreation Commission
- Remonumentation Peer Review Group
- Retirement Investment Committee
- Solid Waste Management Planning Committee
- Soil Erosion & Sedimentation Board of Appeals
- Southcentral Michigan Planning Council
- Substance Abuse Council

Name Joel R Wittenberg
Foundation _____

Occupation Chief Investment Officer - WK Kellogg

Home Address _____
Street City Zip

Home Telephone 860 _____

Business Telephone _____

Cell Number _____

E-mail address _____

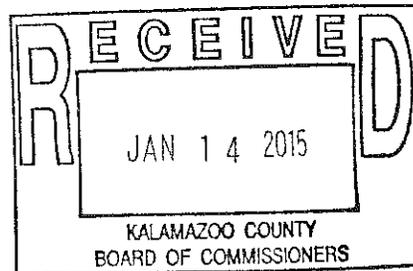
Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

I have been in the investment industry since 1984 and have worked in various ways overseeing pension assets and liabilities for fortune 500 companies since 1994. I currently manage the investments for the 5th largest foundation in the country.

Volunteer Experiences:

Michigan State University Accounting Advisory board
Michigan State Foundation
Volunteer with my religious organization at the Kalamazoo Ministry with Community

1/14/2015
Date of Application





**ADMINISTRATIVE
SERVICES
MEMORANDUM**

TO: BOARD OF COMMISSIONERS

FROM: THOM CANNY

DATE: JANUARY 26, 2015

SUBJECT: RECOMMENDATION TO GRANT AN EASEMENT TO CONSUMERS
ENERGY COMPANY

Construction of the new Gull Road Justice Complex continues to proceed on schedule. In order to provide electrical power to the building's primary electrical power switch, Consumers Energy Company needs to run new overhead power lines, and a primary meter cabinet, along Bixby Road on the East boundary of the County's property. Consumers Energy has requested that the County grant Consumers Energy an "Easement for Overhead Electric Lines" across eastern portion of the County's property. Administration requests that the Board of Commissioners grant the easement to Consumers Energy because it is necessary in order to provide power to the new building.

Thank you for your time and consideration to this Memorandum. Please feel free to contact the Corporate Counsel's Office at your convenience if you have any question or concern regarding these recommendations.



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Commissioners

FROM: Tina Becker

DATE: January 21, 2015

SUBJECT: Central County Transportation Authority (CCTA)

On behalf of Sean McBride, Kalamazoo County Transit Director and the CCTA, it is their recommendation to approve the appointment of Robert Birtigan to the CCTA to assume a term that will expire 9/16/15.



Central County Transportation Authority
530 N. Rose Street Kalamazoo, MI 49007
269-337-8087 www.kalcountytransit.com

Date: January 13, 2015
To: Kalamazoo County Board of Commissioners
From: Sean P. McBride, Executive Director
Subject: Central County Transportation Authority Board Appointment

Background

The County Board of Commissioners adopted the Articles of Incorporation for the Central County Transportation Authority (CCTA) at the meeting of August 6, 2014. The Articles of Incorporation state the following regarding the appointment of the Board:

Appointment. The County appoints each of the directors. If the County receives a recommendation before the County makes the appointment, then the County will give great weight to that recommendation and may disregard that recommendation only for good cause. Recommendations may be made as follows:

<i>Number</i>	<i>Recommendation by:</i>
3	<i>City of Kalamazoo</i>
2	<i>City of Portage</i>
1	<i>Comstock Township</i>
1	<i>Kalamazoo Township</i>
1	<i>Oshtemo Township</i>
3	<i>County: 2 to be representative of rural County areas; 1 to be representative of urban County areas</i>

Definitions. For purposes of this section, "rural" means an area outside the Authority's district and "urban" means an area inside the Authority's district.

Term. The County will appoint the initial Board of Directors promptly after the articles are filed. Each director serves a three-year term, except that the terms for the initial Board of Directors will be staggered as follows:

<i>3 directors:</i>	<i>1-year term</i>
<i>4 directors:</i>	<i>2-year terms</i>
<i>4 directors;</i>	<i>3-year terms</i>

Memo: CCTA
Re: Board Appointments
Date: January 13, 2015
Page 2

At the meeting of September 16, 2014 the County Board of Commissioners appointed the 11-member CCTA Board of Directors that includes the individuals listed below:

One-Year Term (09/17/14 – 09/16/15)

Greg Rosine (City of Kalamazoo)
Jeff Breneman (Urban)
Ann Nieuwenhuis (Comstock Township)

Two-Year Terms (09/17/14 – 09/16/16)

GarryLee McCormick (City of Kalamazoo)
John Gisler (Rural)
Jim Pearson (City of Portage)
Pam Goodacre (Kalamazoo Township)

Three-Year Terms (09/17/14 – 09/16/17)

Linda Teeter (City of Kalamazoo)
Martin Janssen (Rural)
Terry Urban (City of Portage)
Deb Everett (Oshtemo Township)

CCTA board member Jeffrey Breneman as a result of his work schedule and other KCTA obligations has requested his resignation from the CCTA Board effective February 1, 2015. At the time of CCTA Board appointments in September the County Board expressed a strong desire that the "Urban" member be an individual from the City of Parchment. The City of Parchment currently does not have a designated appointment like the Cities of Kalamazoo and Portage and the Townships of Comstock, Kalamazoo and Oshtemo. Attached is the application from Robert Britigan, who is the Vice Mayor of Parchment.

Applications to fill the CCTA and KCTA Board positions vacated by County Commissioner John Gisler are currently being solicited. Please note the CCTA position vacated is to represent the "rural" area of Kalamazoo County and is defined above in the CCTA Articles of Incorporation.

Attachments:

1. Application from Robert Britigan
2. Letter of Resignation from Jeffrey Breneman

McBride, Sean

From: Jeffrey Breneman <jsbronco1@gmail.com>
Sent: Tuesday, January 13, 2015 12:29 PM
To: McBride, Sean
Cc: Linda Teeter
Subject: CCTA Resignation

Sean,

When I expressed interest in serving on the Central County Transit Authority, I was optimistic the meeting schedule could be similar to the KCTA. Due to the difficulty in finding times that work for my CCTA colleagues that serve on other local elected boards, it has become apparent that my frequent travel schedule will not allow me to fully participate.

For this reason, I am submitting my resignation from the CCTA board effective February 1, 2015. If a replacement is not named by the County Board of Commissioners by that date, I am happy to extend the date of my resignation until such time as a replacement is named.

I thank the County Board of Commissioners for appointing me during the formative months of the CCTA. I enjoyed helping move our community one step closer to a vibrant and coordinated regional transportation system. I look forward to my continued service on the KCTA and facilitating vital coordination with the CCTA in the years ahead.

Warmest regards,

Jeff Breneman

KALAMAZOO COUNTY BOARD OF COMMISSIONERS

APPLICATION FOR APPOINTMENT TO:

(Please select which board you are interested in serving)

- Animal Services & Enforcement Board
- Board of Public Works
- Building Authority
- Central County Transportation Authority
- Community Action Tripartite Advisory Board
- Department of Human Services
- Economic Development Corporation /Brownfield Redevelopment Authority
- Fair Council

- Kalamazoo County Transportation Authority
- Land Bank Authority
- Metropolitan Planning Commission
- Parks & Recreation Commission
- Remonumentation Peer Review Group
- Retirement Investment Committee
- Solid Waste Management Planning Committee
- Soil Erosion & Sedimentation Board of Appeals
- Southcentral Michigan Planning Council
- Substance Abuse Council

Name Robert D. Britigan, III "Rob"

Occupation Real Estate Management

Home Address [REDACTED] Street Parchment City 49004 Zip

Home Telephone [REDACTED] Business Telephone [REDACTED]

Cell Number [REDACTED] E-mail address [REDACTED]

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

I have held several leadership roles personally and professionally which will help to guide me as a member of the CCTA Board. My role as Vice Mayor for the City of Parchment, professional experience over 28 years in the real estate management business and participation in a Poverty Reduction Initiative workshop has allowed me to understand the importance of good public transportation. I believe that my communication skills and business acumen will help to shape a strong system in Kalamazoo County.

Volunteer Experiences:

Institute of Real Estate Management(IREM)
Paramount Charter Academy Board of Directors
Steering Committee-Comprehensive Economic Development Strategy
First Presbyterian Church
Kalamazoo Area Jaycees
USTA National Junior Tennis Championships
Gull Lake Country Club committees
Zoning Board of Appeals, City of Parchment
Parchment Schools Bond Steering Committee

10/24/2014
Date of Application