

Allegan County Board of Commissioners



County Services Building
3283 – 122nd Avenue
Allegan, MI 49010
269-673-0203 Main Office
269-686-5331 Main Fax
<http://www.allegancounty.org>

Jim Storey, Chairperson
Dean Kapenga, Vice Chairperson

BOARD OF COMMISSIONERS MEETING – AGENDA *REVISION #1 – 7/26/22

Thursday, July 28, 2022 – 1PM

County Services Building – Board Room

Virtual Connectivity Options **Attached**

DISTRICT 1

Dean Kapenga
616-218-2599
dkapenga@
allegancounty.org

1PM

CALL TO ORDER:

ROLL CALL:

OPENING PRAYER: Commissioner Dean Kapenga

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: None

COMMUNICATIONS: Attached

APPROVAL OF MINUTES:

July 14, 2022

PUBLIC PARTICIPATION:

ADDITIONAL AGENDA ITEMS:

APPROVAL OF AGENDA:

PRESENTATIONS:

2021 [Audit](#)—Gabridge & Company

PROCLAMATIONS:

INFORMATIONAL SESSION:

Chad Catalino, Director—Office of Public Defender

ADMINISTRATIVE REPORTS:

DISTRICT 2

Jim Storey
616-848-9767
jstorey@
allegancounty.org

DISTRICT 3

Max R. Thiele
269-673-4514
mthiele@
allegancounty.org

DISTRICT 4

Mark DeYoung
616-318-9612
mdeyoung@
allegancounty.org

DISTRICT 5

Tom Jessup
269-637-3374
tjessup@
allegancounty.org

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (7/22/22 & 7/29/22)
-

ACTION ITEMS:

1. None
-

DISCUSSION ITEMS:

1. Broadband—authorize release of request for proposal (215-367)
 2. *Facilities Management—Courthouse Radio Coverage Enhancement (215-230)
 3. Facilities Management—Animal Shelter Alarm Panel (215-245)
-

NOTICE OF APPOINTMENTS & ELECTIONS:

ELECTIONS:

DISTRICT 7

Rick Cain
269-744-7918
rcain@
allegancounty.org

Mission Statement

“The Allegan County Board of Commissioners shall plan, develop, and evaluate the necessary policies and resources to ensure our county continues to progress and prosper”

1. Commission on Aging
 - a) One Member At-Large Representative—term expired 12/31/22
2. Economic Development Commission
 - a) One Mfg./Industry Representative—term expired 12/31/21
 - b) One Real Estate/Development Representative—term expired 12/31/22
 - c) One Recreation/Tourism Representative—term expires 12/31/22

APPOINTMENTS:

1. 911 Policy & Procedure Board
 - a) Township Supervisor Representative—term expires 7/31/22 [Application REC 7/22](#)
 - b) Fire Chief Representative (East Side)—term expires 7/31/22 [Application REC 7/22](#)
 - c) Fire Chief Representative (West Side)—term expires 7/31/22 [Application REC 7/22](#)
 - d) Medical Control Representative—term expires 7/31/22 [Application REC 7/22](#)
2. Brownfield Redevelopment Authority
 - a) One Representative—term expires 12/31/19 [Application REC 3/24](#)
3. Parks Advisory Board
 - a) One Representative—term expires 12/31/22
4. Solid Waste Planning Committee
 - a) One Solid Waste Industry Representative—term expired 12/31/20
 - b) One Township Representative—term expired 12/31/19
 - c) One Industrial Waste Generator Representative—term expired 12/31/20
 - d) One Solid Waste Representative—term expired 12/31/19

PUBLIC PARTICIPATION:

FUTURE AGENDA ITEMS:

- Opening Prayer: Commissioner Mark DeYoung
- Informational Session: Medical Care Community—Kimberly Turcott, Director
- Motion to approve of claims paid and to incorporate into proceedings of the Board (8/5/22 & 8/12/22)
- FEMA BRIC Program

REQUEST FOR PER DIEM/MILEAGE:

BOARDS AND COMMISSIONS REPORTS:

ROUND TABLE:

CLOSED SESSION: None scheduled

ADJOURNMENT: Next Meeting – Thursday, August 11, 2022, 1:00PM @ **BOARD ROOM – COUNTY SERVICES BUILDING, COUNTY SERVICES COMPLEX.**



Allegan County Board of Commissioners

STEP 1: Connect to the Meeting

- OPTION 1: Zoom over Telephone

- Call (929) 205-6099 -or- (312) 626-6799 -or- (253) 215-8782
- Type in Meeting ID: 891 6032 7098, then #, then # again
- Type in Meeting Password: 72822, then #

- To raise your hand to speak, press *9
- To Mute and Unmute, press *6

<STOP here>

You do not have to continue reading the rest of the instructions.

- OPTION 2: Youtube

- Open Internet Explorer or Chrome
- Navigate to <https://www.youtube.com/channel/UCQIiZQstN2Pa57QAItAWdKA>
- Click on image of “Live” video

<STOP here>

You do not have to continue reading the rest of the instructions.

- OPTION 3: Zoom over Web browser

- Open Internet Explorer or Chrome
- Navigate to <https://zoom.us/j/89160327098>
- Meeting Password: 72822

<Continue with the rest of the instructions>

STEP 2: Enter registration information

Webinar Registration - Zoom

zoom.us/webinar/register/WN_YneHxuk_SjqfnMwchbtUEg

Webinar Registration

Topic: BOC Meeting - 4/9/2020

Time: Apr 9, 2020 01:00 PM in Eastern Time (US and Canada)


* Required information

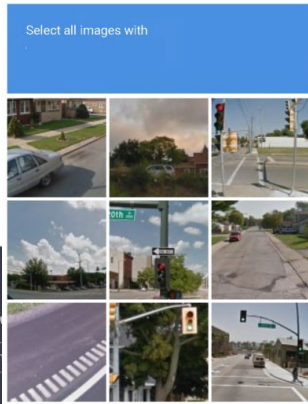
First Name *

Last Name *

Email Address *

Confirm Email Address *

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1. Enter name and email

2. Click this box

4. Click when done.

3. Answer challenge question

STEP 3: This Window will appear when connected.



STEP 4: Adjust audio settings (if needed)

The image shows a Zoom meeting interface with the 'Settings' window open to the 'Audio' tab. A vertical black bar on the left side of the meeting window has a blue arrow labeled '1' pointing to it. A blue arrow labeled '2' points from the 'Audio' tab in the settings window to the meeting content area. The meeting content area displays the name 'Economic Development - Greg King, Director' and 'ADMINISTRATIVE REPORTS:'. Below this, it says 'CONSENT ITEMS:' followed by a list item: '1. Motion to approve of claims paid and to incorporate into proceedings of the Board (3/20/20 & 3/27/20)'. The 'Settings' window shows the 'Speaker' section with 'Test Speaker' selected and 'Remote Audio' in a dropdown menu. The 'Volume' slider is set to approximately 80%. The 'Microphone' section has 'Test Mic' selected. The 'Volume' slider is also set to approximately 80%, and the 'Automatically adjust volume' checkbox is checked. Other options include 'Use separate audio device to play ringtone simultaneously', 'Automatically join audio by computer when joining a meeting', 'Mute my microphone when joining a meeting', 'Press and hold SPACE key to temporarily unmute yourself', and 'Sync buttons on headset'. An 'Advanced' button is visible at the bottom right of the settings window. At the bottom of the meeting window, there are icons for 'Chat', 'Raise Hand', and 'Q&A'.

Settings

General

Video

Audio

Share Screen

Virtual Background

Recording

Statistics

Feedback

Keyboard Shortcuts

Accessibility

Speaker

Test Speaker Remote Audio

Output Level:

Volume:

Microphone

Test Mic

Input Level:

Volume:

Automatically adjust volume

Use separate audio device to play ringtone simultaneously

Automatically join audio by computer when joining a meeting

Mute my microphone when joining a meeting

Press and hold SPACE key to temporarily unmute yourself

Sync buttons on headset

Advanced

269-673-4514
mthiele@allegancounty.org

Economic Development — Greg King, Director
ADMINISTRATIVE REPORTS:

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (3/20/20 & 3/27/20)

DISTRICT 4
Mark DeYoung
616-318-9612
mdeyoung@allegancounty.org

Audio Settings

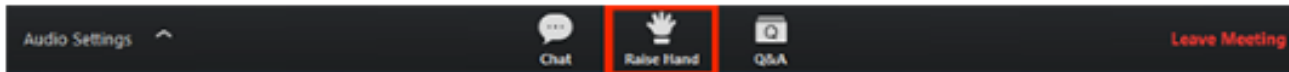
Chat Raise Hand Q&A

STEP 5: Raise hand to be recognized to speak.

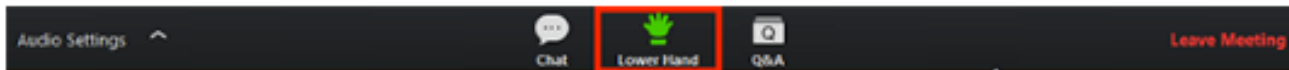
- Once “Raise Hand” is clicked, the Board Chairperson will receive notice and may UNMUTE your microphone when ready and verbally recognize you to speak.

On bottom of screen.

1. Click **Raise Hand** in the Webinar Controls.



2. The host will be notified that you've raised your hand.
3. Click **Lower Hand** to lower it if needed.



STEP 6: To leave the meeting

The screenshot shows a Zoom meeting interface. At the top, a green banner reads "You are viewing Allegan County Administration's screen" with a "View Options" dropdown. In the top right corner, there is an "Enter Full Screen" button. The main content is a document viewer displaying a Microsoft Word document titled "BOC20200409_agenda [Compatibility Mode] - Word". The document header includes the "Allegan County Board of Commissioners" logo and contact information for Jim Storey and Gale Dugan. The agenda items are listed under "BOARD OF COMMISSIONERS MEETING - AGENDA", including District 1 through 4 details and a central list of items like "CALL TO ORDER", "ROLL CALL", "OPENING PRAYER", etc. At the bottom of the Zoom window, there is a control bar with "Audio Settings", "Chat", "Raise Hand", "Q&A", and a red "Leave Meeting" button. A large blue arrow points to the "Leave Meeting" button.



OFFICE OF THE OCEANA COUNTY CLERK

Amy L. Anderson, County Clerk

100 State Street, Suite 1 – Hart, MI 49420
Telephone: (231) 873-4328

REQUEST FOR CHANGE TO MICHIGAN'S NO-FAULT INSURANCE

Moved by Mr. Morse and seconded by Ms. Meyette to approve the following resolution:

WHEREAS the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019;

WHEREAS, 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and

NOW THEREFORE BE IT RESOLVED that the Oceana County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FURTHER RESOLVED that the Oceana County Clerk is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Oceana County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Roll call vote: Mr. Morse - yes; Ms. Meyette - yes; Mr. Beggs - yes; Mr. Christians - yes; Mr. Erickson - yes; Mr. Hardy - yes; and Mr. Walker - yes.

Motion carried.

I HEREBY CERTIFY, that the foregoing is a Resolution duly made and passed by Oceana County Board of Commissioners at their regular meeting held on July 14, 2022, at 11:30 a.m. in Oceana County, with a quorum present.

Amy L. Anderson
Amy L. Anderson, Oceana County Clerk

Dated: July 20, 2022

BOARD OF COMMISSIONERS OF THE COUNTY OF KALAMAZOO

RESOLUTION IN SUPPORT OF AN ADDITIONAL NINTH CIRCUIT COURT JUDGE

WHEREAS, Chief Circuit Judge Gary C. Giguere Jr., in concert with the judges of the Ninth Circuit Court, and from communications with the State Court Administrative Office (SCAO), and Michigan Senator Sean McCann, has advised the Kalamazoo County Administrator and the Chairperson of the Kalamazoo County Board of Commissioners of the recommendation for the addition of a sixth circuit judge as justified from a weighed caseload docket analysis performed by SCAO, and

WHEREAS, the Kalamazoo County Board of Commissioners resolves to support the addition of a sixth Circuit Court Judge in the Ninth Judicial Circuit Court in Kalamazoo County in 2025, and

WHEREAS, the State Court Administrative Office, Judicial Resource Recommendations docket analysis for 2022 indicates a gap between the Ninth Circuit Court's need for judicial resources and the current number of judges, and

WHEREAS, the State Court Administrative Office is recommending the addition of a sixth circuit court judge in Kalamazoo County and,

WHEREAS, the Michigan Legislature has introduced Senate Bill 1047, authorizing the addition of a Circuit Court judge position.

WHEREAS, with support of Legislators Matthew Hall, Christine Morse, Julie Rogers and Beth Griffin, representing Kalamazoo County, Senator Sean McCann has requested the written endorsement of the proposal by certain county officials, including the Board of County Commissioners.

THEREFORE, BE IT RESOLVED the Kalamazoo County Board of Commissioners hereby endorses the addition of a sixth Circuit Court judge for the Ninth Judicial Circuit by the Legislature and Governor; and

BE IT FINALLY RESOLVED that copies of this resolution be transmitted to Senator Sean McCann, State Representatives Matthew Hall, Christine Morse, Beth Griffin and Julie Rogers, the State Court Administrative Office, the Judges of the Courts serving Kalamazoo County, and the Michigan Association of County Legislative Affairs Office.

This resolution was unanimously passed by the Kalamazoo County Board of Commissioners on 7/19/22.

ALLEGAN COUNTY BOARD OF COMMISSIONERS

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JULY 14, 2022 SESSION

JOURNAL 70

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DRAFT

MORNING SESSION

JULY 14, 2022 SESSION - PLEDGE OF ALLEGIANCE, ROLL CALL

1/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Board Room of the County Services Building in the Township of Allegan on July 14, 2022 at 9:00 A.M. in accordance with the motion for adjournment of June 23, 2022, and rules of this board; Chairman Storey presiding.

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

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

DIST #1 DEAN KAPENGA
 DIST #2 JIM STOREY
 DIST #3 MAX THIELE
 DIST #4 MARK DeYOUNG left 9:25 AM, returned 10:00 AM, left 11:20 AM
 DIST #5 TOM JESSUP
 DIST #6 GALE DUGAN left at 11:38am
 DIST #7 RICK CAIN Absent

PUBLIC PARTICIPATION - NO COMMENTS

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

AGENDA - ADOPTED AS PRESENTED

3/ Moved by Commissioner DeYoung seconded by Commissioner Kapenga to adopt the meeting agenda as presented. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

INFORMATIONAL SESSION - COUNTY MEDICAL EXAMINER

4/ Allegan County Medical Examiner presented her annual report to the board.

BREAK - 10:13 A.M.

5/ Upon reconvening at 10:20 A.M., the following Commissioners were present: Commissioner Kapenga, Storey, Thiele, DeYoung, Jessup, and Dugan. Absent: Cain

2023 BUDGET - FUNDING PARAMETERS

6/ Administrator Sarro facilitated discussion regarding what parameters the Board would like to see for the 2023 budget.

PUBLIC PARTICIPATION - NO COMMENTS

7/ Chairman Storey opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

ADJOURNMENT UNTIL JULY 28, 2022 AT 9:00 A.M.

8/ Moved by Commissioner Kapenga, seconded by Commissioner Jessup to adjourn until July 28, 2022 at 9:00 A.M. The motion carried by roll call vote and the meeting was adjourned at 11:40 A.M. Yeas: 5 votes. Nays: 0 votes. Absent: DeYoung, Dugan and Dugan.

AFTERNOON SESSION**JULY 14, 2022 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL**

9/ The Board of Commissioners of the County of Allegan, State of Michigan, met in the Board Room of the County Services Building in the Township of Allegan on July 14, 2022 at 1:00 P.M. in accordance with the motion for adjournment of June 23, 2022, and rules of this Board; Chairman Storey presiding.

The invocation was offered by District #2 Commissioner Storey.

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

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

DIST #1	DEAN KAPENGA	DIST #5	TOM JESSUP
DIST #2	JIM STOREY	DIST #6	GALE DUGAN
DIST #3	MAX THIELE Left 3:16 PM	DIST #7	RICK CAIN Absent
DIST #4	MARK DeYOUNG		

COMMUNICATIONS

10/ Chief Deputy Clerk Porter noted to the board that they received the following resolutions:

1. Resolutions opposing House Bills 4729, 4730, 4731 and 4732 from Branch, Ontonagon, Jackson, Gogebic, Kalkaska, Iron, Lake and Leelanau counties
2. Resolution opposing House Bills 4730 from Calhoun and Eaton counties
3. Resolution from Berrien and Mecosta counties on the Michigan No-Fault Auto Insurance Reform
4. Livingston County resolution optimizing election integrity
5. Gogebic County resolution in opposition to the proposed Wagner-Peyser Act Rule Change

JUNE 23, 2022 SESSION MINUTES - ADOPTED

11/ Moved by Commissioner Kapenga, seconded by Commissioner Dugan to approve the minutes for the June 23, 2022 session as distributed. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Excused: 1 vote.

PUBLIC PARTICIPATION - COMMENTS

12/ Chairman Storey opened the meeting to public participation and the following individual offered comment:

1. Nancy DeBoer- introduced herself and indicated that she is running for the 86th House District.

AGENDA - ADDITIONS

13/ Chairman Storey asked if there were any additions or changes to the agenda. Commissioner Dugan asked to add as discussion item #5 Interpretation of the letter from the Administrator to municipalities regarding ARPA funds on Broadband, Sewer and Water Projects.

Moved by Commissioner Dugan, seconded by Commissioner Kapenga to adopt the changes to the meeting agenda as requested. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

AGENDA - ADOPTED AS AMENDED

14/ Moved by Commissioner DeYoung, seconded by Commissioner Kapenga to adopt the meeting agenda amended. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

INFORMATIONAL SESSION - COMMUNITY MENTAL HEALTH AUTHORITY (ONPOINT)

15/ Community Mental Health Director Mark Witte gave a Power Point presentation.

ADMINISTRATIVE REPORTS

16/ Administrator Sarro noted his written report was submitted to Commissioners. Highlights included an update of employees working remote. He addressed the question as to why no commissioner was appointed to the Board of Public Works.

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

17/ WHEREAS, Administration has compiled the following claims for July 1, 2022; July 8, 2022; and July 15, 2022; and

WHEREAS, the following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board; and

WHEREAS, said claims are listed in the 2022 Claims folder of the Commissioners' Record of Claims.

July 1, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	173,257.70	173,257.70	
County Road Fund - 201	26.27	26.27	
Parks/Recreation Fund - 208	5,031.05	5,031.05	
Friend of the Court - Coop. Reimb. – 215	180.38	180.38	
Health Department Fund -221	12,904.46	12,904.46	
Solid Waste/Recycling - 226	285.05	285.05	
Register of Deeds Automation Fund - 256	845.00	845.00	
Indigent Defense Fund - 260	25,535.40	25,535.40	
Central Dispatch Fund - 261	774.27	774.27	
Grants - 279	11,211.22	11,211.22	
Transportation Fund – 288	5,693.97	5,693.97	

Child Care Fund - 292	2,116.67	2,116.67	
Senior Services Fund - 298	573.96	573.96	
Capital Improvement Fund - 401	183,600.02	183,600.02	
CIP – Youth Home Building Fund - 492	1,627.80	1,627.80	
Central Dispatch CIP - 496	19,967.39	19,967.39	
Medical Care Facility Fund - 512	6.66	6.66	
Delinquent Tax Revolving Fund - 516	89.16	89.16	
Self-Insurance Fund - 677	338,737.10	338,737.10	
Drain Fund - 801	10,522.46	10,522.46	
TOTAL AMOUNT OF CLAIMS	\$792,985.99	\$792,985.99	

July 8, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	210,950.21	210,950.21	
Parks/Recreation Fund - 208	80.00	80.00	
Friend of the Court - Coop. Reimb. – 215	264.85	264.85	
Health Department Fund -221	8,324.69	8,324.69	
Solid Waste/Recycling - 226	17,721.24	17,721.24	
Register of Deeds Automation Fund - 256	1,275.49	1,275.49	
Palisades Fund - 257	393.66	393.66	
Indigent Defense Fund - 260	25,984.16	25,984.16	
Central Dispatch Fund - 261	57,043.20	57,043.20	
Law Library Fund - 269	2,928.92	2,928.92	
Grants - 279	2,930.90	2,930.90	
Sheriffs Contract – All Other - 287	267.43	267.43	
Transportation Fund – 288	7,745.48	7,745.48	
Child Care Fund - 292	44,301.42	44,301.42	
Veterans Relief Fund - 293	311.29	311.29	
Senior Services Fund - 298	721.06	721.06	
American Rescue Plan Act – ARPA - 299	10,923.20	10,923.20	
Radio Debt Fund - 367	638,121.39	638,121.39	
Capital Improvement Fund - 401	91,630.97	91,630.97	
Delinquent Tax Revolving Fund - 516	7,989.98	7,989.98	
Tax Reversion 2018 - 629	798.00	798.00	
Fleet Management/Motor Pool - 661	530.28	530.28	
Self-Insurance Fund - 677	25,957.21	25,957.21	
Drain Fund - 801	28,573.96	28,573.96	
TOTAL AMOUNT OF CLAIMS	\$1,185,768.99	\$1,185,768.99	

July 15, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	94,971.62	94,971.62	
Parks/Recreation Fund - 208	8,598.63	8,598.63	
Friend of the Court - Coop. Reimb. – 215	779.61	779.61	
Health Department Fund -221	46,121.67	46,121.67	
Solid Waste/Recycling - 226	240.00	240.00	
Indigent Defense Fund - 260	473,794.42	473,794.42	
Central Dispatch Fund - 261	4,308.73	4,308.73	
Local Corrections Officers Training Fund - 264	223.20	223.20	
Grants - 279	6,820.90	6,820.90	
Transportation Fund – 288	99,360.91	99,360.91	
Child Care Fund - 292	3,568.50	3,568.50	
Veterans Relief Fund - 293	395.00	395.00	
Senior Services Fund - 298	62,857.98	62,857.98	
American Rescue Plan Act – ARPA - 299	6,102.00	6,102.00	
Capital Improvement Fund - 401	7,045.00	7,045.00	
Delinquent Tax Revolving Fund - 516	557.01	557.01	
Tax Reversion - 620	63.77	63.77	
Tax Reversion 2018 - 629	585.00	585.00	
Revolving Drain Maintenance Fund - 639	469.45	469.45	
Fleet Management/Motor Pool - 661	533.40	533.40	
Self-Insurance Fund - 677	1,705.23	1,705.23	
Drain Fund - 801	36,446.67	36,446.67	
TOTAL AMOUNT OF CLAIMS	\$855,548.70	\$855,548.70	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for July 1, 2022; July 8, 2022; and July 15, 2022.

Moved by Commissioner Thiel, seconded by Commissioner DeYoung to adopt the report of claims for July 1, 2022; July 8, 2022; and July 15, 2022. Motion carried by roll call vote. Yeas: 6 votes. Nays: 0 votes Cain Excused.

DISCUSSION ITEMS:

ENERGY INDEPENDENCE/SOLAR PANEL FARMS

18/ Commissioner Thiele provided information of the benefits of a solar farm for Allegan County. Derek Knoff from Consumers Energy presented information on the benefits of clean energy.

BOARD OF COMMISSIONERS—RESOLUTION AUTHORIZING ELECTION PURSUANT TO PUBLIC ACT 69 OF 2005

19/ **WHEREAS**, if approved by the voters of a participating unit of government, Public Act 69 of 2005 permit a county to charge not more than \$4.00 per month or \$50.00 per year per household for waste reduction

programs and for the collection of consumer source separated materials for recycling or composting, including, but not limited to, recyclable materials, as defined in part 115 of the Natural Resources and Environmental Protection Act, 1994 P.A. 451, MCL 324.11501 to 324.11550, household hazardous wastes, tires, batteries, and yard clippings.

THEREFORE BE IT RESOLVED that:

1. The Allegan County Board of Commissioners (Board) hereby authorizes an election under P.A. 69 of 2005 scheduled for November 8, 2022,

2. Robert Sarro, County Administrator for Allegan County, is designated as the individual to negotiate the interlocal agreement between the municipalities and townships within the County,

3. Each municipality and township within the County that intends to participate in the County's waste reduction programs shall elect to participate in the interlocal agreement and authorize an election under MCL 124.508a by 4pm on August 16, 2022,

4. The amount of the proposed surcharge is \$50 per year per household,

5. Commercial businesses will not be subject to the proposed surcharge,

6. A voter-approved surcharge is a mandatory charge to be collected as part of billings for property taxes, both current and delinquent; and

BE IT FINALLY RESOLVED that the County Administrator and/or the Board Chairperson are authorized to sign the necessary documents on behalf of the County and that the Executive Director of Finance is authorized to perform the necessary budget adjustments to complete this action.

Moved by Commissioner Dugan, seconded by Commissioner Thiele to take immediate action on the resolution. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

Moved by Commissioner Kapenga, seconded by Commissioner DeYoung to approve the resolution as presented. Motion carried by roll call. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

BOARD OF COMMISSIONERS—SUPPORT AMENDMENT TO THE MICHIGAN AUTO INSURANCE REFORM ACT

20/ Moved by Commissioners Thiele, seconded by Commissioner Jessup to take the auto insurance reform discussion off the table. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and

WHEREAS, these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019; and

WHEREAS, 55% of a Home Health Care provider's 2019 collections is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto

Insurance Reform Act to address a sustainable fee cap (e.g. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and

BE IT FINALLY RESOLVED that the Allegan County Clerk/Register of Deeds is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Allegan County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.

Moved by Commissioner Dugan, seconded by Commissioner Jessup to approve the resolution as presented. Motion carried by roll call. Yeas: Thiele, DeYoung, Jessup and Dugan. Nays: Kapenga and Storey. Absent: Cain.

SHERIFF'S DEPARTMENT – AWARD INMATE MEALS & INMATE COMMISSARY SERVICES BIDS

21/ WHEREAS, consistent with the County's Purchasing Policy, a Request for Proposal process was used to solicit competitive bids for Inmate Meals & Inmate Commissary Services.

THEREFORE BE IT RESOLVED that the Board awards the bids to provide Inmate Meal Services (Contract #1365-22) and Inmate Commissary Services (Contract #1364-22) to Summit Food Services of 500 E. 52nd Street N. Sioux Falls, SD 57104; subject to the terms of the contract particularly Attachment B Cost proposal; and

BE IT FINALLY RESOLVED that the Board Chairperson and/or the County Administrator are authorized to sign any necessary documentation on behalf of the County.

Moved by Commissioner Thiele, seconded by Commissioner Jessup to amend resolution by adding to the second paragraph "subject to the terms of the contract particularly Attachment B Cost proposal". Motion Carried by roll call. Yeas: 6 votes. Nays: 0 Votes. Absent: 1 vote.

Moved by Commissioner Thiele, seconded by Commissioner Jessup to approve resolution as amended. Motion carried by roll call. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

Attachment B – Cost Proposal

14. COST PROPOSAL

Unless otherwise noted by the Contractor and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:

14.1 Taxes

The County is exempt from Federal Excise Tax and Michigan Sales Tax. Neither shall be added to the costs presented in this cost proposal or added by the Contractor to any invoice billing the County. Contractor's Cost Proposal should include any taxes Contractor will incur in providing all products and/or services under this Agreement per all applicable laws.

14.2 Variances

Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Contractor's proposal, the pricing shown on this Cost Proposal Form shall prevail.

14.3 Invoices

All invoices must reference contract #1365-22, itemize services rendered and be sent to:

Accounts Payable
Allegan County Sheriff's Office
640 River Street
Allegan, MI 49010

14.4 Pricing and Cost Tables

Per meal rates stated on the next page are inclusive of all service delivery costs to be invoiced the County by the Contractor and are inclusive of:

- Management fees such as licensing, insurance fees, bonding fees, long distance expenses, office supplies, etc.
- Labor Recruiting, Salaries, Uniforms, Benefits, Training and Retention Bonus, etc.
- Food Cost including orders, delivery and menu alterations, etc.
- Paper Costs which include disposable goods and paper bags.

No other fees or costs shall be billed to or paid by the County in association with this Agreement.

The following sliding scale with milk will remain in effect for no less than one year from start of this Agreement.

Sliding Scale with Milk	
Inmate Population	Price per Meal
< 35	TBN
35 - 44	\$4.304
45 - 54	\$3.452
55 - 65	\$2.922
65 - 74	\$2.560
75 - 84	\$2.297
85 - 94	\$2.097
95 - 104	\$1.941
105 - 114	\$1.815
115 - 124	\$1.711
125 - 134	\$1.624
135 - 144	\$1.550
145 - 154	\$1.492
155 - 164	\$1.442
165 - 174	\$1.399
175 - 184	\$1.362
185 - 194	\$1.329
195+	\$1.300

Snack - \$1.05

Price adjustments after one year shall always require mutual agreement and shall not exceed the Food Away from Home Consumer Price Index (FAFH-CPI) increase for the preceding year for each point on the pricing scale. Any price adjustments will be proposed by Summit's District Manager 90 days in advance of each annual contract anniversary for consideration by the County.

Contractor reserves the right to renegotiate pricing or menu if necessary in the case of major change in detainee population, availability of detainee labor, scope of services or other changes beyond Summit's control. This includes any drastic increases in food, fuel, equipment, utilities or supply costs which may warrant menu changes/substitutions or a price per meal adjustment. The County will consider such pricing adjustments contingent upon Contractor providing supporting and documentation and evidence that Contractor's ability to deliver services is being affected by a materially adverse condition.

INTERPRETATION OF LETTER FROM THE ADMINISTRATOR TO MUNICIPALITIES

22/ Commissioners requested clarification on a letter that was sent to municipalities regarding the ARPA funds disbursement of funds for broadband, sewer and water projects.

ELECTIONS:

ECONOMIC DEVELOPMENT COMMISSION

23/ Chairman Storey opened nominations to fill the remainder of a 3-year term on the Economic Development Commission; term to expire 12/31/2022.

Commissioner Storey nominated Stephanie Calhoun, 112 Locust St, Allegan (Non Profit)

Moved by Commissioner DeYoung, seconded by Commissioner Dugan to close the nominations and cast a unanimous ballot for Stephanie Calhoun as nominated. Motion carried unanimously. Yeas: 5 votes. Nays: 0 votes. Absent: 2 votes.

Chairman Storey opened nominations to fill the remainder of a 3-year term on the Economic Development Commission; term to expire 12/31/2024.

Commissioner Dugan nominated Taylor Hatten, 397 26th St, Otsego (Arts & Culture)

Moved by Commissioner Dugan, seconded by DeYoung to close the nominations and cast a unanimous ballot for Taylor Hatten as nominated. Motion carried unanimously. Yeas: 5 votes. Nays: 0 votes. Absent: 2 votes.

PUBLIC PARTICIPATION – NO COMMENTS

24/ Chairman Storey opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

ADJOURNMENT UNTIL JULY 28, 2022 AT 1:00 P.M.

25/ Moved by Commissioner Dugan, seconded by Commissioner Jessup to adjourn until July 28, 2022 at 1:00 P.M. The motion carried by voice vote and the meeting was adjourned at 3:33 P.M. Yeas: 5 votes. Nays: 0 votes. Absent: 2 votes.

Chief Deputy Clerk

Board Chairperson

Minutes approved during the 00/00/2022 Session

Allegan County

December 31, 2021 Audit Summary

Gabridge & Company

Audit Opinion

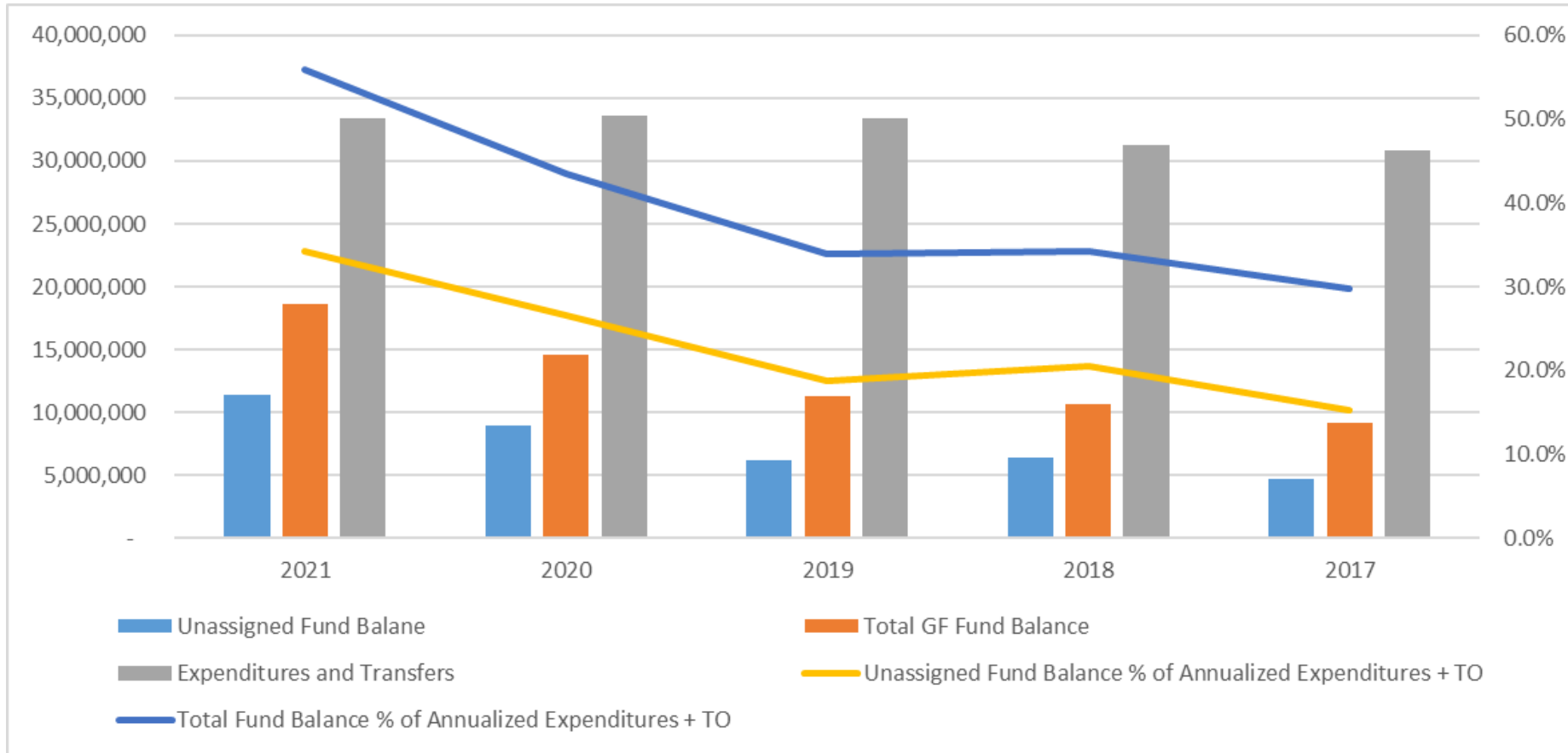
- ▶ Issued an unmodified opinion - highest level of assurance
- ▶ No internal control deficiencies
- ▶ No deficit fund balances
- ▶ No major budget deficiencies (as defined by state)

Financial Highlights

- ▶ Fund balance across all funds as of 12/31/2021 was \$39,798,056
 - ▶ Increase of \$3,400,809
- ▶ General Funds ending fund balance as of 12/31/2021 was \$18,679,422
 - ▶ Increase of \$4,078,685
 - ▶ Unassigned fund balance of \$11,425,168
 - ▶ 34.2% of annualized expenditures and transfers out of the General Funds

	Expenditures	Unassigned Fund Balance	Fund Balance as a %
Kent	141,966,632	51,947,483	37%
Ottawa	85,044,614	21,265,187	25%
Kalamazoo	70,596,955	42,581,886	60%
Muskegon	49,684,197	13,162,499	26%
Eaton	38,207,722	6,158,938	16%
Van Buren	26,599,525	7,112,791	27%

General Fund - Fund Balance



Statement of Net Position

	Governmental Activities		Business-type Activities		Total Primary Government	
	2021	2020	2021	2020	2021	2020
ASSETS						
<i>Current Assets</i>						
Cash and pooled investments	\$ 56,796,950	\$ 41,468,851	\$ 11,325,345	\$ 9,984,221	\$ 68,122,295	\$ 51,453,072
Accounts receivable	1,294,643	1,224,737	766,430	1,417,011	2,061,073	2,641,748
Property taxes receivable	3,867,327	3,722,722	3,852,199	4,144,519	7,719,526	7,867,241
Due from other governments	2,694,909	3,120,193	147,441	467,489	2,842,350	3,587,682
Inventory	24,292	29,991	-	-	24,292	29,991
Prepays	1,048,978	954,122	12,554	22,758	1,061,532	976,880
Total Current Assets	65,727,099	50,520,616	16,103,969	16,035,998	81,831,068	66,556,614
<i>Noncurrent Assets</i>						
Capital assets not being depreciated	2,839,814	1,247,080	-	-	2,839,814	1,247,080
Capital assets being depreciated, net	37,530,400	40,074,170	1,831,169	1,890,069	39,361,569	41,964,239
Advance to component unit	1,102,040	250,000	-	-	1,102,040	250,000
Total Assets	107,199,353	92,091,866	17,935,138	17,926,067	125,134,491	110,017,933
DEFERRED OUTFLOWS OF RESOURCES						
Pension	822,036	2,350,973	1,860	60,527	823,896	2,411,500
Total Deferred Outflows of Resources	822,036	2,350,973	1,860	60,527	823,896	2,411,500
LIABILITIES						
<i>Current Liabilities</i>						
Accounts payable	3,002,192	1,807,587	794,401	948,304	3,796,593	2,755,891
Accrued liabilities	3,085,002	2,839,264	118,004	109,212	3,203,006	2,948,476
Due to other governments	444,850	209,360	225	1,157	445,075	210,517
Unearned revenue	11,642,700	467,924	-	-	11,642,700	467,924
Accrued interest	134,492	146,338	-	-	134,492	146,338
Current portion of long-term debt	2,045,102	1,915,038	-	-	2,045,102	1,915,038
Total Current Liabilities	20,354,338	7,385,511	912,630	1,058,673	21,266,968	8,444,184
<i>Noncurrent Liabilities</i>						
Long-term debt	20,135,062	22,457,760	-	-	20,135,062	22,457,760
Compensated absences	1,600,786	1,691,413	139,460	76,263	1,740,246	1,767,676
Net pension liability	3,534,354	4,155,490	93,274	94,797	3,627,628	4,250,287
Internal balances	-	(390,000)	-	390,000	-	-
Total Liabilities	45,624,540	35,300,174	1,145,364	1,619,733	46,769,904	36,919,907
DEFERRED INFLOWS OF RESOURCES						
Revenues intended to finance a subsequent year	2,606,530	2,507,963	-	-	2,606,530	2,507,963
Pension	1,957,652	-	76,783	27,570	2,034,435	27,570
Total Deferred Inflows of Resources	4,564,182	2,507,963	76,783	27,570	4,640,965	2,535,533
NET POSITION						
Net investment in capital assets	29,078,055	27,793,452	1,831,169	1,890,069	30,909,224	29,683,521
Restricted	12,483,101	12,080,010	-	-	12,483,101	12,080,010
Unrestricted	16,271,511	16,761,240	14,883,682	14,449,222	31,155,193	31,210,462
Total Net Position	\$ 57,832,667	\$ 56,634,702	\$ 16,714,851	\$ 16,339,291	\$ 74,547,518	\$ 72,973,993

Statement of Activities

	<u>Governmental Activities</u>		<u>Business-type Activities</u>		<u>Total Primary Government</u>	
	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>	<u>2021</u>	<u>2020</u>
Revenue						
Program Revenues						
Charges for services	\$ 12,488,320	\$ 11,320,890	\$ 5,907,018	\$ 7,305,562	\$ 18,395,338	\$ 18,626,452
Operating grants and contributions	18,142,634	19,015,315	1,531,217	1,779,874	19,673,851	20,795,189
Capital grants and contributions	66,382	647,783	-	-	66,382	647,783
Total Program Revenues	<u>30,697,336</u>	<u>30,983,988</u>	<u>7,438,235</u>	<u>9,085,436</u>	<u>38,135,571</u>	<u>40,069,424</u>
General Revenues						
Taxes	27,472,680	26,191,710	1,340,919	1,300,177	28,813,599	27,491,887
Unrestricted intergovernmental revenues	1,839,723	2,042,545	-	-	1,839,723	2,042,545
Interest income	11,895	273,210	2,159	64,293	14,054	337,503
Total General Revenues	<u>29,324,298</u>	<u>28,507,465</u>	<u>1,343,078</u>	<u>1,364,470</u>	<u>30,667,376</u>	<u>29,871,935</u>
Total Revenues	<u>60,021,634</u>	<u>59,491,453</u>	<u>8,781,313</u>	<u>10,449,906</u>	<u>68,802,947</u>	<u>69,941,359</u>
Expenses						
Legislative	265,600	352,887	-	-	265,600	352,887
Judicial	8,904,616	8,060,693	-	-	8,904,616	8,060,693
General government	14,131,192	13,087,620	-	-	14,131,192	13,087,620
Public safety	20,298,594	17,440,636	-	-	20,298,594	17,440,636
Health and welfare	12,687,418	11,584,595	-	-	12,687,418	11,584,595
Recreation and culture	477,518	343,003	-	-	477,518	343,003
Public works	1,802,751	1,014,778	-	-	1,802,751	1,014,778
Community and economic development	325,904	233,246	-	-	325,904	233,246
Other expenses	-	408,668	-	-	-	408,668
Interest on long-term debt	734,634	781,379	-	-	734,634	781,379
Delinquent property tax	-	-	176,857	243,379	176,857	243,379
Medical Care Community	-	-	7,424,338	8,226,069	7,424,338	8,226,069
Total Expenses	<u>59,628,227</u>	<u>53,307,505</u>	<u>7,601,195</u>	<u>8,469,448</u>	<u>67,229,422</u>	<u>61,776,953</u>
Changes in Net Position Before Transfers	<u>393,407</u>	<u>6,183,948</u>	<u>1,180,118</u>	<u>1,980,458</u>	<u>1,573,525</u>	<u>8,164,406</u>
Transfers, net*	804,558	771,968	(804,558)	(771,968)	-	-
Change in Net Position	<u>1,197,965</u>	<u>6,955,916</u>	<u>375,560</u>	<u>1,208,490</u>	<u>1,573,525</u>	<u>8,164,406</u>
<i>Net Position at the Beginning of Period</i>	<u>56,634,702</u>	<u>49,678,786</u>	<u>16,339,291</u>	<u>15,130,801</u>	<u>72,973,993</u>	<u>64,809,587</u>
Net Position at the End of Period	<u>\$ 57,832,667</u>	<u>\$ 56,634,702</u>	<u>\$ 16,714,851</u>	<u>\$ 16,339,291</u>	<u>\$ 74,547,518</u>	<u>\$ 72,973,993</u>

Pension

	2020	2019	2018	2017	2016	2015
Total Pension Liability						
Service cost	\$ 387,131	\$ 547,472	\$ 563,239	\$ 566,872	\$ 575,360	\$ 630,413
Interest	5,061,448	5,302,851	5,176,056	5,158,817	5,101,578	4,873,458
Differences between expected and actual experience	(149,467)	632,920	355,330	(1,088,250)	(633,978)	331,814
Changes in assumptions **	2,581,598	2,424,842	-	-	-	3,070,911
Changes in benefits	-	(3,824,839)	-	-	-	-
Benefit payments, including refunds	(4,823,184)	(4,558,315)	(4,445,235)	(4,395,034)	(4,251,411)	(4,111,028)
Other changes	-	-	-	2,160,970	-	(351)
Net Change in Pension Liability	3,057,526	524,931	1,649,390	2,403,375	791,549	4,795,217
<i>Total Pension Liability - Beginning</i>	68,816,023	68,291,092	66,641,702	64,238,327	63,446,778	58,651,561
Total Pension Liability - Ending (a)	\$ 71,873,549	\$ 68,816,023	\$ 68,291,092	\$ 66,641,702	\$ 64,238,327	\$ 63,446,778
Plan Fiduciary Net Position						
Contributions - employer	\$ 556,320	\$ 587,231	\$ 392,628	\$ 6,727,018	\$ 368,383	\$ 338,220
Contributions - employee	253,603	297,326	281,627	281,302	314,894	323,859
Net investment income (loss)	7,820,652	8,042,589	(2,507,442)	7,736,509	6,026,562	(846,351)
Benefit payments, including refunds	(4,823,184)	(4,558,315)	(4,445,235)	(4,395,034)	(4,251,411)	(4,111,028)
Administrative expenses	(127,206)	(138,479)	(127,060)	(298,081)	(119,106)	(125,827)
Other changes/transfers	-	-	(79,216)	176,601	-	-
Net Change in Plan Fiduciary Net Position	3,680,185	4,230,352	(6,484,698)	10,228,315	2,339,322	(4,421,127)
<i>Plan Fiduciary Net Position - Beginning</i>	64,565,736	60,335,384	66,820,082	56,591,767	54,252,445	58,673,572
Plan Fiduciary Net Position - Ending (b)	\$ 68,245,921	\$ 64,565,736	\$ 60,335,384	\$ 66,820,082	\$ 56,591,767	\$ 54,252,445
Net Pension Liability (Asset) - Ending (a) - (b)	\$ 3,627,628	\$ 4,250,287	\$ 7,955,708	\$ (178,380)	\$ 7,646,560	\$ 9,194,333
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	95.0%	93.8%	88.4%	100.3%	88.1%	85.5%

Questions



OFFICE OF THE PUBLIC DEFENDER, Allegan Van Buren Counties

2022 Annual Report



Chief Public Defender, Chad D. Catalino

Presentation Dates:

July 28, 2022, Allegan County
August 9, 2022, Van Buren County

www.allegancounty.org/courts-law-enforcement/public-defender

OFFICE OF THE PUBLIC DEFENDER

Our Purpose and Mission

The Regional Office of the Public Defender engages in stewardship that ensures that it zealously delivers quality, holistic public defense services to all eligible adults charged with a criminal offense in Allegan and Van Buren Counties.

Our Vision

To carry out this purpose, the Public Defender's Office:

1. Monitors compliance with MIDC standards and constitutional requirements;
2. Develops, implements and reviews best practices;
3. Develops relationships with community resources and stakeholders to support clients;
4. Recognizes the value and potential of each client and connects them with community resources beyond the legal process.
5. Exercises good stewardship of public funds;
6. Collects and analyzes data to assess the impact of the Office's work and inform its decisions in relation to its standards and Constitutionally effective assistance of counsel;
7. Provide a safe environment for clients and staff.

The Office of the Public Defender's (OPD) Staff and Roster attorneys are committed to and take pride in serving indigent defendants in Allegan and Van Buren Counties with zealously and sincerity. OPD is equally committed to continuous improvement through organizational and process review as well as the implementation of innovative Holistic Defense ideas. This purpose is accomplished through:

- regularly scheduled MIDC meetings;
- regularly scheduled stakeholder collaboration meetings;
- regularly scheduled staff meetings;
- regularly scheduled roster attorney meetings;
- participation in leadership meetings;
- regular collaboration with Allegan and Van Buren County Administration.

OPD's Allegan Office is staffed by:

- The Chief Public Defender (on a rotational basis);
- The Deputy Chief Public Defender (on a rotational basis);
- Two (2) Assistant Public Defenders;
- One (1) Legal Assistant;
- One (1) Social Worker (on a rotational basis);
- OPD has eight (8) roster attorneys serving out of Allegan County.

OPD's Van Buren Office is staffed by:

- The Chief Public Defender (on a rotational basis);
- The Deputy Chief Public Defender (on a rotational basis);
- Two (2) Assistant Public Defenders;
- One (1) Legal Assistant;
- One (1) Social Worker (on a rotational basis);
- OPD has eight (8) roster attorneys serving out of Van Buren County.

OPD's Assistant Public Defenders are engaged in all manner of representation related to the litigation of criminal cases for indigent defendants. The Assistant Public Defenders conduct hearing preparation prior to all representation as well as conduct Arraignment Hearings, Probable Cause Conferences, Preliminary Examinations, Pretrials, Motion Hearings, Trials, Sentencing Hearings, Interlocutory Appeals, Probation Violation Show Cause Hearings, Probation Violations Hearings, as well as are instrumental in collecting all data related to OPD's MIDC Standards. OPD's Assistant Public Defenders have also been instrumental in implementing and refining OPD's Legal Internship Program through Michigan State University College of Law, and Indiana University.

OPD's Roster Attorneys are also engaged in all manner of representation related to the litigation of criminal cases for indigent defendants. The Roster Attorneys are responsible for the same litigation work as the Assistant Public Defenders, however they are not generally responsible for providing arraignment representation nor are they primarily responsible for significant data collection related to OPD's MIDC Standards.

OPD's Legal Assistants are responsible for the assignment of cases to the Staff and Roster Attorneys, which includes all administrative assignment support to the Staff and Roster attorneys. Additionally, the Legal Assistants provide litigation and administrative support for the Staff Attorneys related to the litigation of their cases. Moreover, OPD's Legal Assistants are significantly responsible for ensuring the collection and organization of MIDC data related to MIDC Standards. Finally, OPD's Legal Assistants are responsible for the first level of operational interaction with both OPD's stakeholders and OPD's clients.

OPD's Social Worker provides Holistic Defense support to indigent defendants as part of OPD's integrated, interdisciplinary defense team. OPD's Social Worker helps OPD provide clients with, (a) Seamless access to services that meet legal and social support needs; (b) Dynamic, interdisciplinary communication; (c) Advocacy tied to an interdisciplinary skillset; and (d) a robust understanding of, and connection to, the Allegan and Van Buren communities. OPD's Social Worker is instrumental in client advocacy in partnership with OPD's Staff and Roster Attorneys; developing partnerships with various stakeholders related to Holistic Defense services; developing community outreach programs; as well as a myriad of other high level Holistic Defense services. OPD's Social Worker has also been instrumental in implementing and refining OPD's Social Worker Internship Program through Grand Valley State University, Hope College and Andrews University.

OPD is working collaboratively with its Staff, Roster Attorneys and their Staff to develop a professional indigent defense law firm where indigent defendants will receive the highest level of representation available, regardless of a client's ability to pay. OPD is working to help its Staff and Roster Attorneys embrace this concept and ultimately display the implementation of this core principle. Ultimately, OPD anticipates that, as we gain greater implementation of this core principle, OPD's Staff, Roster Attorneys and their Staff will be instrumental in changing attitudes regarding indigent defense representation and allow greater confidence in OPD and the criminal justice system in Allegan and Van Buren Counties as a whole.

OPD expresses its most sincere appreciation and gratitude to all of the Office of the Public Defender's Staff and Roster attorneys and their Staff for their dedication and hard work. Without them, OPD would be unable to provide indigent defense services to indigent clients and our community at large. I, the Staff, and the Roster Attorneys and their Staff are honored to serve the people of Allegan and Van Buren Counties in a manner that continues to build trust and confidence in OPD's representation of its clients.

The Staff of the Office of the Public Defender



Chad Catalino
Chief Public Defender

Vacant
Deputy Chief Public Defender



Christopher Hemry
Assistant Public Defender



McKaylyn Mitrzyk
Assistant Public Defender



Dario Sierra
Assistant Public Defender



Mariah Silverstein
Assistant Public Defender



Whitney Gibson
Social Worker



Julie Robbins
Legal Specialist



Lacey Willsea-Honicutt
Legal Specialist

Roster Attorneys of the Office of the Public Defender

Allegan

Matthew Antkoviak
Christopher Burnett
Fredrick Jensen
Paul Klein
Suzanne Klein
Mike McEwen
Michael McInerney
Laurie Tange

Van Buren

Nichole Dunfield
Caleb Grimes
M. Zoe Hutchins
Suzanne Klein
James Kolosowsky
Roland Lindh
Gary Stewart

OPD has contracted with eight (8) Roster Attorneys who serve indigent defendants in Allegan County. OPD has contracted with seven (7) Roster Attorneys who serve indigent defendants in Van Buren County. Roster Attorney Suzanne Klein serves in a regional capacity in both Allegan and Van Buren Counties.

Additionally, OPD has contracted with Andis Sivikis, Michael Villar, and Richard Catalino to take on special case assignments as well as provide MIDC authorized mentoring to OPD's less experienced attorneys. These special case assignments have allowed OPD to manage the complications associated with high level felony litigation; provide case assignment relief to the rotational Roster Attorneys; and provide significant trial level litigation mentoring to those attorneys who have limited expertise in high level felony litigation.

Moreover, despite the challenges associated with recruiting additional roster attorneys under the current market conditions, OPD continues its recruiting efforts. OPD continues to recruit through MIDC, regional bar associations, law schools, judges, attorneys, regional private law firms and OPD's cadre of former legal interns, in effort to contract with qualified attorneys to represent indigent defendants in Allegan and Van Buren Counties. Through these recruitment efforts OPD is currently in negotiations with two (2) attorneys who are likely to be added to OPD's regular Roster Attorney assignment rotation schedule in the coming months.

COMPLIANCE

In September 2019 OPD became fully operational. Over the course of the following three (3) years OPD, in conjunction with MIDC and County Administration, determined that OPD's most relevant operational measures related to OPD's compliance with MIDC standards. MIDC Standards 1 through 5 have been approved by LARA and OPD is in compliance with those standards. MIDC Standard "Indigency" has also been approved by LARA and OPD is in compliance with that Standard. MIDC Standards 6-8 are still proposed standards, however OPD has been in substantial compliance with proposed Standards 6-8 for the majority of its operational history. The remaining portion of this annual report is intended to provide insight into OPD's compliance and provide the Board of Commissioners, Stakeholders and our Community an opportunity to better understand OPD's compliance measurements.

COMPLIANCE WITH APPROVED MIDC STANDARDS

MIDC Standard 1 – Education and Training of Defense Counsel

MIDC Relevant Measurements:

1. Knowledge of the law.
2. Knowledge of scientific evidence and applicable defenses.
3. Knowledge of technology.
4. Continuing education (12 hours of Continuing Legal Education)

OPD Compliance:

2019: All Staff Attorneys and Roster Attorneys, except for one (1) Roster Attorney, met the twelve (12) hours of Continuing Legal Education requirement.

Relating to the one (1) Roster Attorney who failed to comply with MIDC Standard 1, a corrective action plan was implemented and that Roster Attorney corrected the failure by January 31, 2020 and was reinstated.

2020: All Staff and Roster Attorneys met the 12 hours of Continuing Legal Education requirement.

2021: All Staff and Roster Attorneys met the 12 hours of Continuing Legal Education requirement.

2022: All Staff and Roster Attorneys are tracking to meet the 12 hours of Continuing Legal Education requirement.

While MIDC Standard 1 calls for all attorneys accepting indigent defense cases to complete twelve

(12) hours of Continuing Legal Education, the Staff and Roster Attorneys of OPD are routinely exceeding the minimum twelve (12) hours of Continuing Legal Education requirement. OPD Staff and Roster Attorneys have attended the following outside training programs:

- MIDC Leadership Training Conference
- Criminal Defense Association of Michigan Conferences
- State Appellate Defender's Office trainings
- National Association of Public Defenders Conferences
- National Legal Aid & Defender Association trainings
- National Association of Drug Court Professionals trainings

As a result of OPD's Staff and Roster Attorneys' dedication to meeting the requirements of MIDC Standard 1, OPD has witnessed a perceptible increase in the application of knowledge learned through these Continuing Legal Education opportunities whereby the Staff and Roster Attorneys are providing more relevant analysis of scientific, technological and legal issues arising in indigent defense cases. OPD has witnessed a perceptible increase in the filing of motions related to Daubert issues, and challenges to the Government's legal theories. These increases have led to more zealous and productive representation of indigent defendants.

Additionally, OPD's less experienced attorneys have participated in intensive trial training and basic skills classes, namely:

- Hillman Trial Advocacy Program
- Criminal Defense Association of Michigan Trial Training Program
- MIDC JAG Program
- OPD's In-House Trial Training Program

These intensive trial training and basic skills classes have afforded OPD's less experienced Staff and Roster Attorneys the opportunity to practice their litigation skills in an environment that will not negatively impact an indigent client. These intensive trial training and basic skills classes have also allowed OPD to advance its Staff and Roster Attorneys toward representing indigent clients in increasingly more complicated cases in shorter experiential time frames.

While OPD is dedicated to encouraging its Staff and Roster Attorneys to seek outside training opportunities, OPD is also dedicated to leading indigent defense training reform. This dedication to lead in indigent defense training reform has allowed OPD to seek out opportunities to utilize the collective experience of its Staff and Roster Attorneys to provide OPD "in-house" training opportunities for its Staff and Roster Attorneys, as well as attorneys within the MIDC West Region. In fact, OPD is extremely proud of the fact that many of its in-house trainings, presented by its attorneys and social workers, have been well attended by staff and roster attorneys and social workers associated with or employed by many other public defense systems across West Michigan. OPD's in-house trainings included:

- OPD's In-House Trial Training Program

ARIDE / OWI training
Social Work / Holistic Defense instruction
Michigan Sentencing Guideline Training
Allegan County Specialty Court Training
Van Buren County Specialty Court Training
Homicide Case Preparation Training
West Michigan Investigator Group Training
West Michigan Social Worker Group Training

Challenges:

At the inception of OPD's operational role, many attorneys locally, as well as across the State, expressed concern regarding the perceived burden that MIDC Standard 1 would cause to attorneys who had previously never been accountable for maintaining and documenting a minimum level of professional competence. Over the preceding three (3) years that overall concern has dissipated significantly. However, OPD recognizes that, unless OPD remains vigilant in its accountability toward meeting its mandates, the indigent defense system will likely revert to less effective representation of indigent defendants. Consequently, OPD has implemented a MIDC Standard 1 accountability protocol to ensure that the progress that has been made continues. Specifically, related to MIDC Standard 1:

1. Staff or Roster Attorney identifies a training they would like to attend.
2. Staff or Roster Attorney submits request to Chief Public Defender for attendance approval.
3. Chief Public Defender approves or denies training attendance.
4. Staff or Roster Attorney attends training.
5. Staff or Roster Attorney completes and signs internal OPD training attendance verification form at the completion of training attendance.
6. Staff or Roster Attorney electronically submits that internal OPD training attendance form to OPD.
7. OPD keeps that internal OPD training attendance form on file.
8. No later than December 31, OPD reviews all OPD training attendance forms on file for the year to confirm compliance.
9. If there is a compliance failure, Staff or Roster Attorney is contacted and informed. Corrective action plan is implemented.
 - a. Any attorney that has compliance failure will have all current cases reassigned and no future assignments will be made until the CLE compliance is rectified.
10. Through the MIDC Quarterly Reporting process OPD's CLE compliance is communicated to MIDC.

MIDC Standard 2 – Initial Interview

MIDC Relevant Measurements:

1. Initial Interview is conducted as soon as practicable after appointment, but minimally;
2. Defendant in local custody, initial interview shall be conducted within three (3) business days of appointment.
3. Defendant not in custody, counsel shall promptly deliver an introductory communication so that the client may follow-up and schedule a meeting.
4. Defendant in MDOC custody or detained in a different county, counsel should arrange for a confidential client visit in advance of the first pretrial hearing.

OPD Compliance:

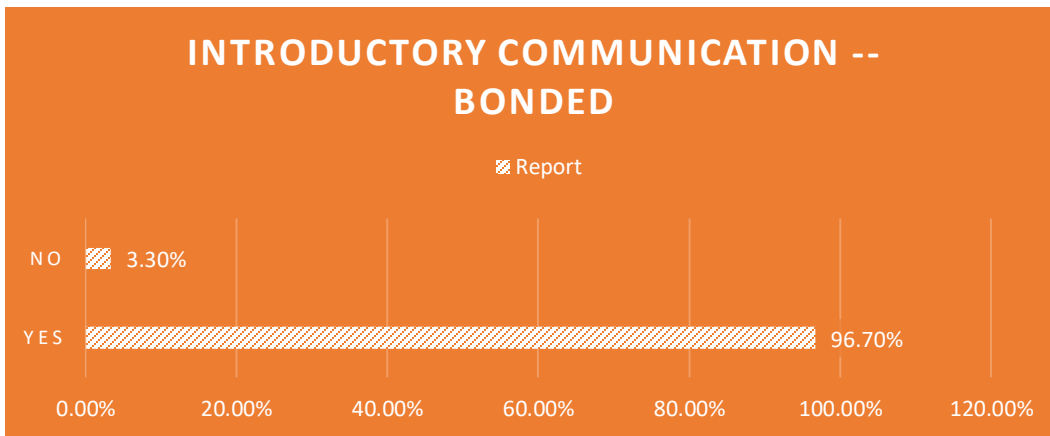
MIDC Standard 2 has been implemented to help alleviate the concern that indigent defense counsel was historically derelict in their duty to timely communicate with their indigent clients. Prior to Michigan's indigent defense reforms, indigent defense counsel's initial meeting with a client was routinely conducted at the client's pretrial hearing. This method of initial case interaction did not afford indigent defense counsel an opportunity to conduct any meaningful evaluation of a case; meaningfully inform clients' of the procedural posture of their case or their place in the criminal justice system; explore potential factual or legal issues or problems; or otherwise provide the most effective representation available.

While many indigent defense attorneys, throughout the pre-reform years, attempted to provide the most effective representation available, it eventually became clear that initial meeting requirements were necessary to help indigent defendants more effectively navigate the criminal justice system. MIDC Standard 2 was implemented to provide specific guidance on how to alleviate this outlined concern as well as provide indigent defense systems opportunities to measure their progress toward compliance with these initial communication requirements.

From 2019 through 2022 OPD has implemented MIDC Standard 2 as well as data tracking procedures to help OPD ensure that it is meeting its indigent clients at the earliest possible time in order to provide clients with relevant information and secure necessary evidentiary information that allows OPD to conduct proper investigations and vetting of the Government's allegations. The below cited data evidences OPD's compliance with the three (3) identified facets of MIDC Standard 2.

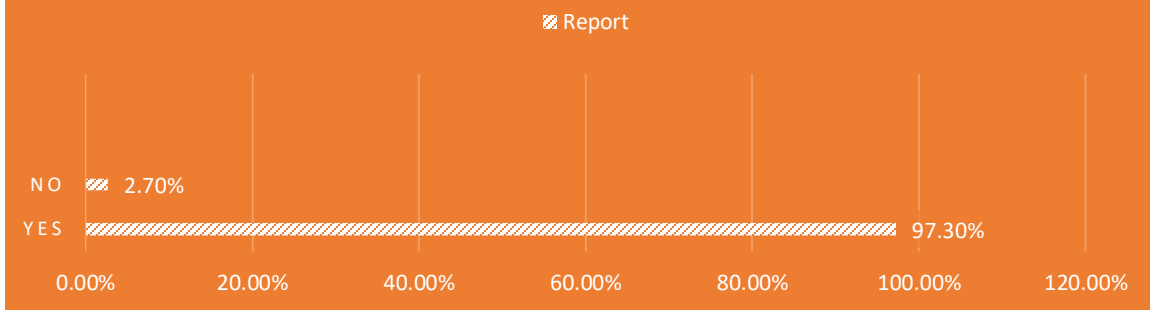


For locally incarcerated individuals OPD meets its three (3) business day initial meeting requirements on 96.5% of its assigned cases. At MIDC’s 2022 Annual Leadership Conference MIDC Executive Director Kristen Staley indicated that the State average related to MIDC Standard 2 is 96% compliance. Moreover, during that same presentation, Executive Director Staley indicated that MIDC considers this State average as complete compliance with Standard 2. Consequently, OPD is in complete compliance with Standard 2 related to locally incarcerated defendants.



For bonded individuals OPD meets its introductory communication requirement in 96.7% of its assigned cases. At MIDC’s 2022 Annual Leadership Conference MIDC Executive Director Kristen Staley indicated that the State average related to MIDC Standard 2 is 96% compliance. Moreover, during that same presentation, Executive Director Staley indicated that MIDC considers this State average as complete compliance with Standard 2. Consequently, OPD is in complete compliance with Standard 2 related to introductory communications with bonded defendants.

NON-LOCAL INCARCERATED -- COMMUNICATION PRIOR TO PRETRIAL



For non-locally incarcerated individuals OPD meets its communication prior to initial pretrial in 97.3% of its assigned cases. At MIDC's 2022 Annual Leadership Conference MIDC Executive Director Kristen Staley indicated that the State average related to MIDC Standard 2 is 96% compliance. Moreover, during that same presentation, Executive Director Staley indicated that MIDC considers this State average as complete compliance with Standard 2. Consequently, OPD is in complete compliance with Standard 2 related to introductory communications with non-locally incarcerated defendants.

Challenges:

As MIDC initially announced the implementation of MIDC Standard 2, many seasoned indigent defense professionals believed that MIDC Standard 2 was over burdensome and was impracticable in its application. Many seasoned indigent defense professionals insisted that implementing meeting timeframes would not solely allow for meaningful client conversations due to the fact that indigent defense counsel did not often receive timely discovery information or there were significant obstacles to receiving discovery information that would render the necessity of an early client meeting moot. These initial arguments, while potentially initially meritorious, have been in practice alleviated as a potential result of the Standard itself.

Specifically, there are several potential goals of MIDC Standard 2:

1. Establish the best possible relationship with the indigent client;
2. Review charges;
3. Determine whether a motion for pretrial release is appropriate;
4. Determine the need to start up any immediate investigations;
5. Determine any immediate mental or physical health needs or need for foreign language interpreter; and
6. Advise that clients should not discuss the circumstances of the arrest or allegations with cellmates, law enforcement, family or anybody else without counsel present.

It has now become evident that, even if there are discovery issues, the initial client meeting is just

as important for building a client's confidence in their assigned attorney and providing a client assurances that their assigned counsel is working their case. Moreover, and maybe most importantly, the time pressures associated with Standard 2 in and of itself encourages assigned counsel to remedy discovery issues early on in the case thereby rendering the initial client meeting more productive.

Over the preceding three (3) years OPD recognizes that, unless OPD remains vigilant in its accountability toward meeting its mandates, the indigent defense system will likely revert to less effective representation of indigent defendants. Consequently, OPD has implemented a MIDC Standard 2 accountability protocol to ensure that the progress that has been made continues. Specifically, related to MIDC Standard 2:

1. Assignment made to Staff or Roster Attorney.
2. No later than the Monday at 12:00 noon following the assignment week, assigned attorney files an electronic form indicating compliance with MIDC Standard 2 related to the attorneys weekly assignments.
3. Electronic form collects the following data:
 - a. Attorney Name.
 - b. Date range of assignments?
 - c. Total number of assignments?
 - d. Of the total number of assignments, how many were locally incarcerated clients?
 - e. Was the 72-hour standard met for all locally incarcerated clients?
 - f. If answer to above is NO, provide client name and brief explanation.
 - g. Of the total number of assignments, how many were bonded clients?
 - h. Were all bonded clients provided a prompt letter of introduction with instructions to schedule an appointment?
 - i. If above answer is NO, provide client name and brief explanation.
 - j. Of the total number of assignments, how many were MDOC or non-locally incarcerated clients?
 - k. For all MDOC or non-local incarcerated clients, was the institution contacted to arrange for a confidential meeting in advance of first pretrial hearing?
 - l. If answer to above is NO, provide client name and brief explanation.
4. Chief or Deputy Chief Public Defender reviews electronic form on a weekly basis to ensure continued compliance.
5. If any compliance issues are identified the attorney is contacted and a corrective action plan is implemented.
6. Data is communicated to MIDC through the Quarterly reporting process.

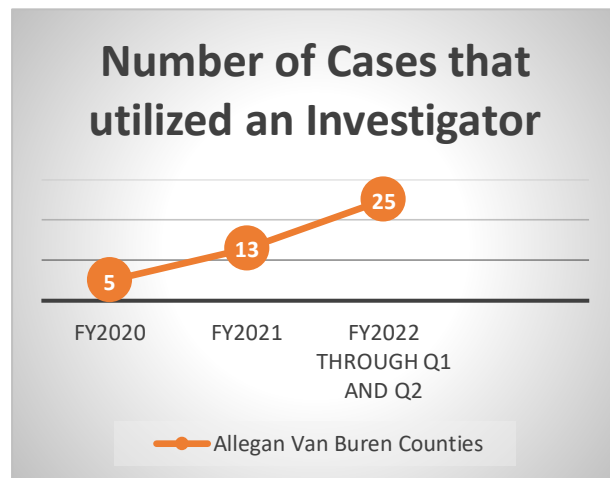
MIDC Standard 3 – Investigation and Experts

MIDC Relevant Measurements:

1. Investigation of charges and offense.
2. When appropriate, counsel to request funds to retain an investigator.
3. When appropriate, counsel shall request assistance of experts.
4. All reasonable requests shall be honored.
5. Counsel has continuing duty to evaluate for appropriate investigator or expert witness assistance.

OPD Compliance:

Prior to the operational inception of OPD in September 2019, data regarding the use of investigators and expert witnesses for indigent defense cases is unavailable. As part of OPD’s operational compliance with MIDC Standard 3, OPD implemented a system that allows Staff and Roster Attorneys to be granted investigative and expert witness assistance related to their indigent case assignments. These investigative and expert witness assistance requests have been removed from the realm of judicial funding and oversight and now allows assigned counsel the opportunity to request investigative and expert witness assistance without detrimental impacts to case strategy and tactical decision making as well as concerns regarding underfunding. OPD is extremely proud that its MIDC Standard 3 Compliance planning has resulted in increases in the use of these necessary and constitutionally effective investigative and expert witness resources.

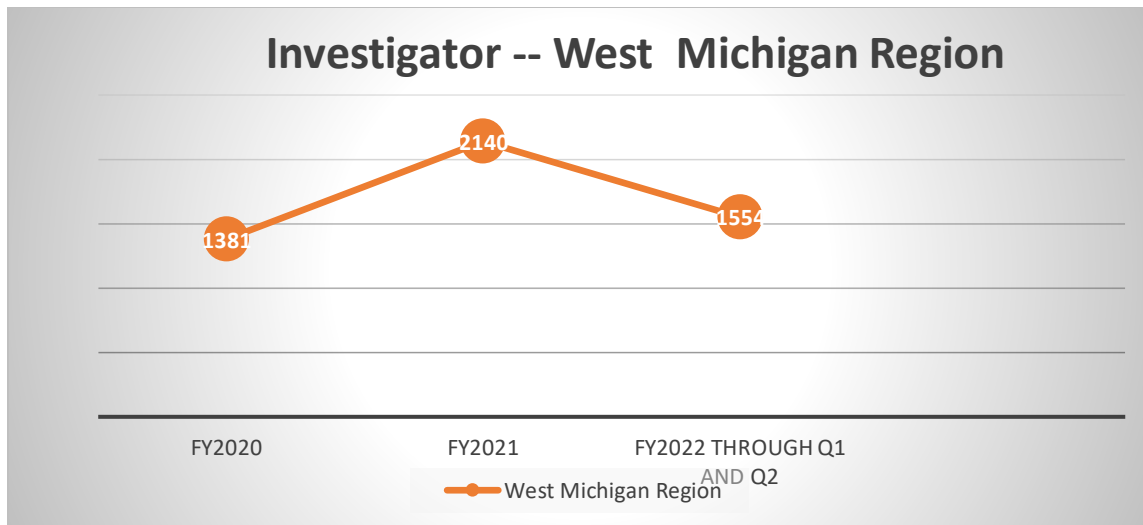


In FY2020 Staff and Roster Attorneys requested and were granted five (5) investigators to assist in the defense of indigent defense cases between Allegan and Van Buren Counties.

In FY2021 Staff and Roster Attorneys requested and were granted thirteen (13) investigators to assist in the defense of indigent defense cases between Allegan and Van Buren Counties.

FY2022, through Quarter 2, Staff and Roster Attorneys requested and were granted twenty

five (25) investigators to assist in the defense of indigent defense cases between Allegan and Van Buren Counties.



MIDC Data related to investigator assistance across the West Michigan Region indicates that OPD is trending higher in the continued increased utilization of investigator assistance. A comparison between FY 2022 Quarter 1 and Quarter 2 data between the West Michigan Region and OPD evidences that OPD is better utilizing investigative assistance in FY 2022.



In FY2020 Staff and Roster attorneys requested and were granted nine (9) expert witnesses to assist in the defense of indigent defense cases between Allegan and Van Buren Counties.

In FY2021 Staff and Roster attorneys requested and were granted fourteen (14) expert witnesses to assist in the defense of indigent defense cases between Allegan and Van Buren Counties.

In FY2022, through Quarter 2, Staff and Roster attorneys requested and were granted eight (8) expert witnesses to assist in the defense of indigent defense cases between Allegan and Van Buren Counties. Should the current FY2022 trends continue, OPD anticipates an increase in expert witness utilization over both FY2020 and FY2021.

Challenges:

Prior to the Michigan Indigent Defense reforms, indigent defense attorney’s experienced significant challenges associated with securing investigative or expert witness assistance within an indigent defense case. Namely, indigent defense counsel would be required to petition the court for funding for investigative or expert witness assistance. The courts were generally underfunded

related to providing the requested assistance and defense counsel often believed that courts took every opportunity available to deny indigent defense counsel's request. Moreover, as a result of being required to file a motion with the court related to investigative or expert witness assistance, indigent defense counsel was often required to explain in open court, with the prosecutor present, their trial and overall litigation strategy related to indigent defense counsel's request for investigative or expert witness assistance. This placed an indigent defendant at a disadvantage related to their litigation strategy, a disadvantage that was not one borne by their wealthy counterparts. MIDC Standard 3 has alleviated this overall disadvantage.

Over the past three (3) years OPD has worked diligently to overcome its Staff and Roster Attorneys' reluctance to request and use investigative and expert witness assistance, which was ingrained in many of OPD's Staff and Roster Attorneys through the processes employed during the pre-reform years. The above cited data evidences the fact that OPD's Staff and Roster Attorneys are beginning to recognize the value and the ease with which they may obtain investigative and expert witness assistance through the processes in place at OPD. In fact, OPD is extremely proud of the fact that over the preceding three (3) years, taking into account its fiscal responsibilities to Michigan tax payers, only one (1) request for investigative or expert witness assistance has ever been denied and that denial was alleviated with another process. OPD is proud of the fact that the data evidences an upward trend toward the better utilization of investigative and expert witness assistance. Finally, OPD is proud of the fact that it has been able to utilize MIDC funding to help place indigent defendants on the same level as their more wealthy counterparts. OPD will continue to encourage its Staff and Roster Attorneys to utilize MIDC Standard 3 over the ensuing years for the benefit of their indigent clients thereby adding to the legitimacy of the criminal justice system as a whole.

MIDC Standard 4 – Counsel at First Appearance and Other Critical Stages

MIDC Relevant Measurements:

1. Counsel appointed as soon as defendant determined to be eligible for indigent defense services.
2. Counsel appointed as soon as the defendant's liberty is subject to restriction by a judge or magistrate.
3. Counsel appears at arraignment.
4. Informed waiver of counsel.
5. Counsel appears at pre-trial proceedings, during plea negotiations, and other critical stages.

OPD Compliance:

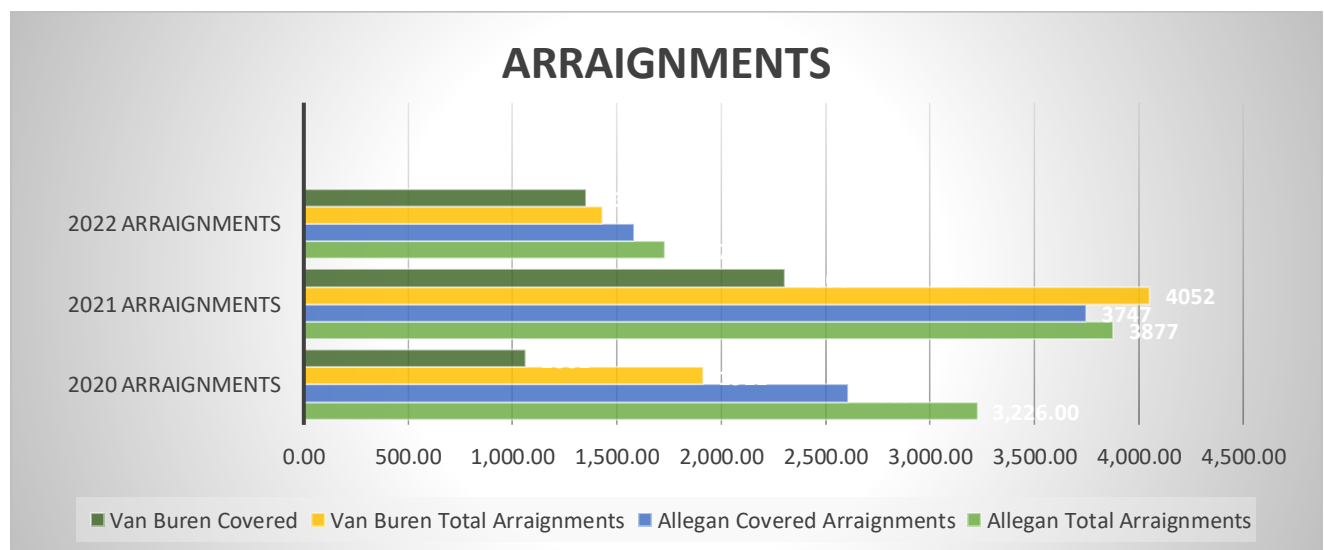
Prior to the operational inception of OPD in September 2019, data regarding the appearance of counsel at first appearance (arraignment) and other critical stages is unavailable. As part of OPD's operational compliance with MIDC Standard 4, OPD in close partnership with the courts and other stakeholders, implemented a system that allows OPD Staff Attorneys to represent defendants at

arraignment and other critical stages thereby allowing indigent defendants the same access to pretrial and critical stage relief as those defendants who are able to retain counsel.

OPD’s implementation of MIDC Standard 4 has allowed better client representation by maintaining focus on the purpose of that early representation at arraignment. Specifically:

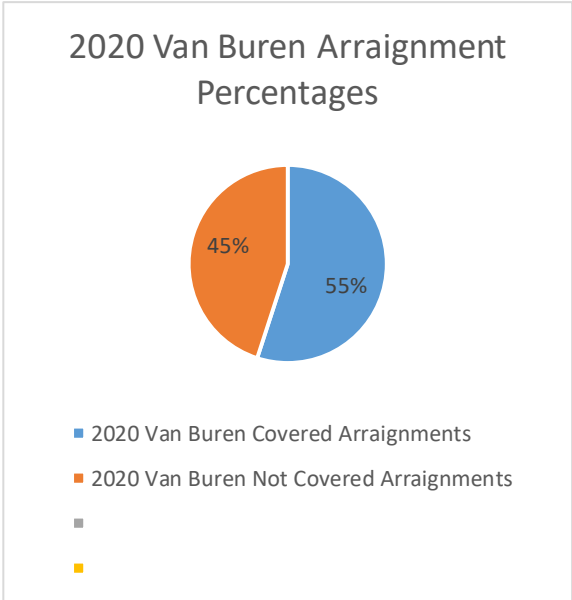
1. Explaining the criminal justice process to an indigent defendant;
2. Advice on what topics to discuss with the judge or magistrate at the arraignment;
3. A significant focus on arguments related to pretrial release;
4. Achievement of dispositions outside the criminal justice system via civil infraction or dismissal;
5. If there has been an opportunity for a review of discovery and a confidential conversation with the client, a criminal disposition at arraignment.

A focus on these arraignment goals has allowed OPD to make more relevant and legally significant bond arguments, thereby potentially reducing pretrial detention costs. It has allowed OPD to increase the use of early plea negotiations, thereby also potentially reducing pretrial detention costs as well as associated litigation costs. It has allowed OPD to have earlier access to client information thereby potentially reducing associated litigation costs. It has allowed OPD to have earlier access to witness information thereby increasing the effectiveness of early investigations. It has allowed the streamlining of the arraignment hearing itself with the associated court time savings; and it has allowed OPD attorneys the opportunity to build client confidence within the indigent defense representation thereby reducing defendants’ historical complaint that they were not provided the effective assistance of indigent counsel.

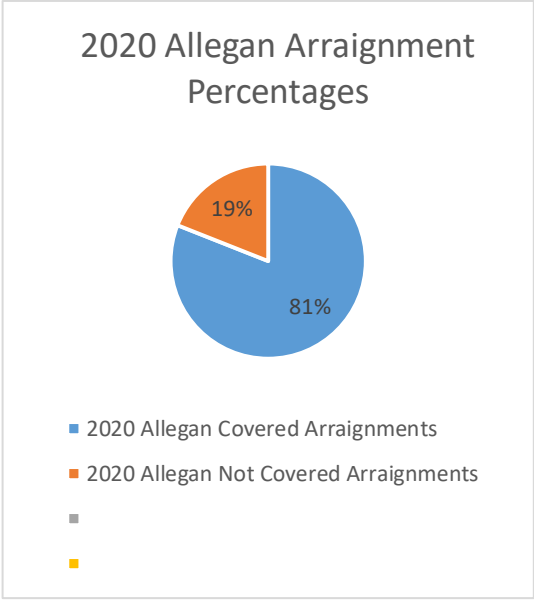


**Comparison of total arraignments by year and by county;

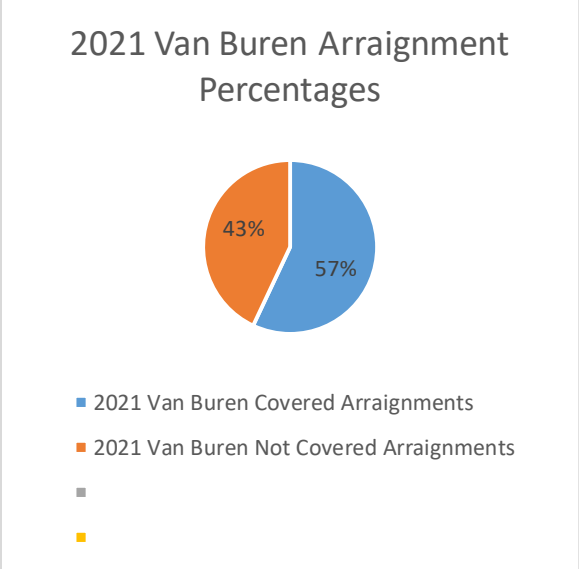
**Comparison of OPD’s appearance at arraignment by year and by county.



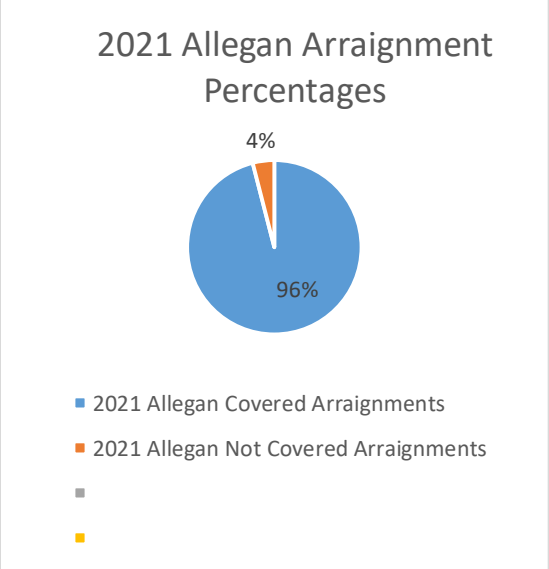
*2020 – 55% of arraignments covered in VBCO



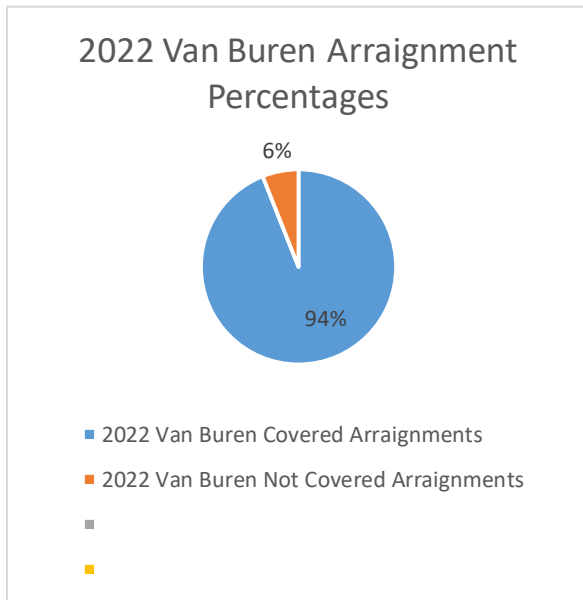
*2020 – 81% of arraignments covered in Allegan



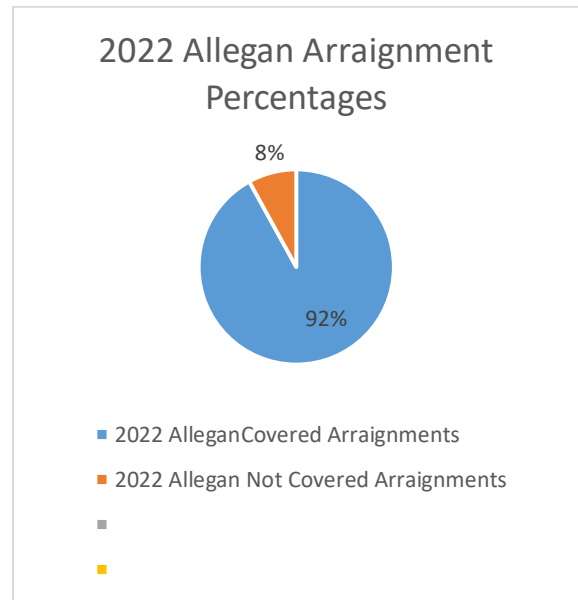
*2021- 57% of arraignments covered in VBCO



*2021-96% of arraignments covered in Allegan



*2022- 94% of arraignments covered in VBCO



*2022-92% of arraignments covered in Allegan

Challenges:

The compliance planning related to MIDC Standard 4 required intensive collaborative work between the Courts, Jail Administrations and OPD. In 2020 OPD, the Courts and Jail Administrations conducted significant collaborative planning relating to the potential operative procedures needed to implement the processes to meet MIDC Standard 4 compliance. In actuality, the implementation of MIDC Standard 4 required the building of a completely new arraignment process throughout the criminal justice system as that system had never contemplated the necessities of this reform. The above cited data for 2020 reflects the fact that representation at the arraignment stage was extremely challenging as OPD, the Courts and Jail Administrators developed mutually acceptable methods regarding OPD’s appearance at arraignment and compliance with MIDC Standard 4.

The above cited data for 2021 also reflects that OPD and the Van Buren County Courts continued to be engaged in the challenging work of developing mutually acceptable methods regarding OPD’s appearance at arraignment and compliance with MIDC Standard 4.

The above cited data for 2022 reflects that OPD and its regional partners have been able to make significant strides toward implementing a collaborative plan to meet OPD’s mandate that it appear at all arraignments and be in compliance with MIDC Standard 4. While OPD, the Courts and Jail Administrations have made these significant strides, there are still challenges ahead. OPD will continue to work with its partners and MIDC to address these challenges and OPD looks forward to reaching the goal of representing 100% of defendants at arraignment.

MIDC Standard 5 – Independence from the Judiciary

MIDC Relevant Measurements:

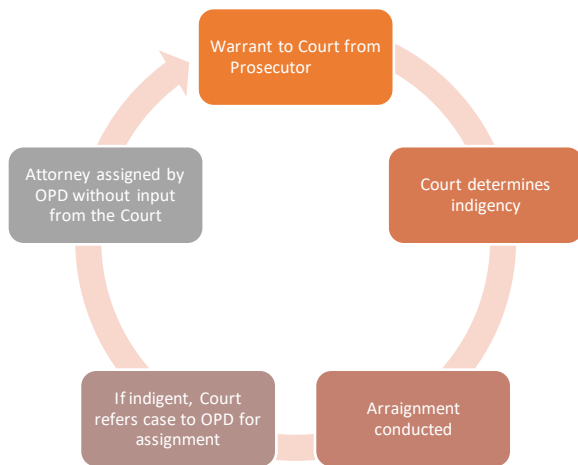
1. Guarantee the integrity of the relationship between lawyer and client.
2. Lawyers are free from political and undue budgetary influence.
3. Selection of lawyers and the payment for their services shall not be made by the judiciary or employees reporting to the judiciary.
4. Selection and approval of expenses necessary for providing effective assistance of defense counsel shall not be made by the judiciary or employees reporting to the judiciary.
5. The court's role shall be limited to its role as the third branch of government.
6. The courts are permitted and encouraged to contribute information and advice concerning the delivery of indigent criminal defense services.

OPD Compliance:

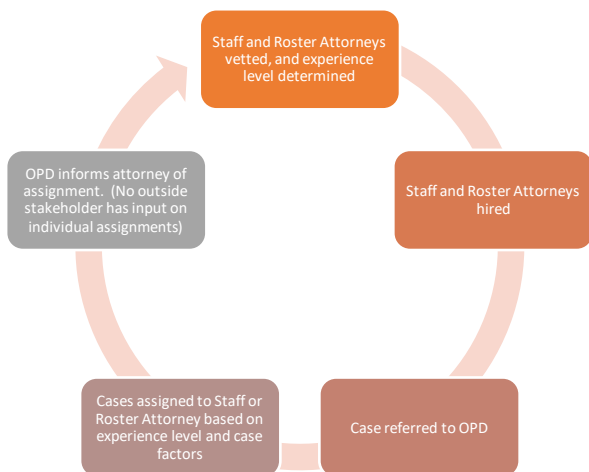
One of the historical issues with the Michigan Indigent Defense system, prior to the Michigan Indigent Defense reforms, revolved around a process whereby assigned counsel was often vetted, hired and retained to perform indigent defense services at the sole discretion of an individual court, or at the sole discretion of a judicial panel. This prior system allowed judges to exercise supervisory authority over individually assigned counsel and thus exercise perceived supervisory authority over the manner with which assigned counsel handled individual cases or caseloads. Moreover, through this historical system, assigned counsel often felt significant pressure to conduct litigation in a manner that conformed to a court's ideas as compared to the performance of their litigation duties in conformance with effective assistance of counsel and Constitutional requirements.

As a result of these recognized pressures, public defense professionals worked diligently to establish norms and standards that would help alleviate the pressures placed on assigned counsel through the separation of the assignment of indigent defense counsel from court involvement and oversight. Finally, while some stakeholders had initial disagreement with the idea that the indigent defense system should be free from judicial oversight and influence, there were still many other courts, attorneys, prosecutors and stakeholders that understood the necessity of removing that oversight and were ultimately supportive of the idea that indigent defense counsel should be free from unnecessary court oversight and influence.

Fortunately, the Allegan and Van Buren County Courts and stakeholders have been some of the most progressive proponents regarding OPD being separate from the judicial branch and judicial oversight and influence. OPD is extremely grateful that the Allegan and Van Buren County Courts have supported OPD's compliance operations related to MIDC Standard 5.



External Process: From 2019 through 2022 OPD has been solely responsible for the appointment of assigned counsel in compliance with MIDC Standard 5. This flow chart outlines the external assignment process and how that process is outside judicial oversight subsequent to the case being referred to OPD.



Internal Process: From 2019 through 2022 OPD has been solely responsible for the appointment of assigned counsel in compliance with MIDC Standard 5. This flow chart outlines the internal assignment process and how that process is outside judicial oversight subsequent to the case being referred to OPD.

As a result of OPD’s compliance with MIDC Standard 5, OPD has been able to establish case assignment autonomy, thereby limiting the historical concerns related to outside oversight. OPD is extremely grateful to its partners for their support related to MIDC Standard 5 compliance.

MIDC Standard for Determining Indigency

MIDC Relevant Measurements:

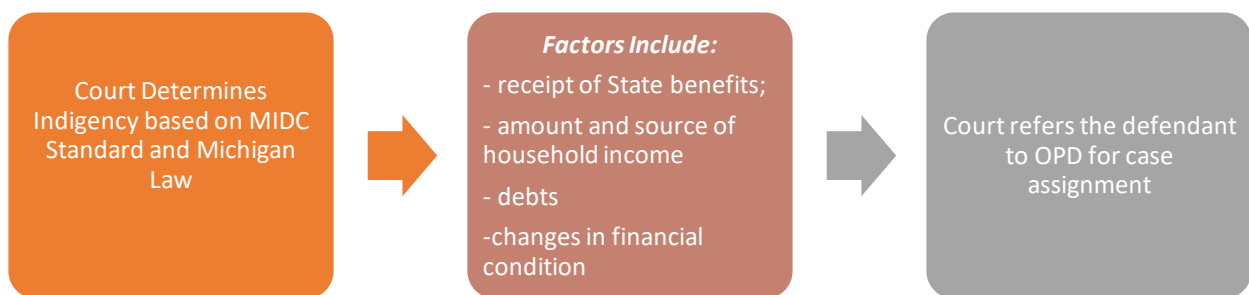
1. A reasonable plan for screening for indigency.
 - a. Courts screen for indigency and refer defendant to public defender for appointment; or
 - b. Public Defender screens for indigency and makes the case appointment.
2. Indigency screening factors to be considered.

OPD Compliance:

Prior to the Michigan Indigent Defense reforms, public defense professionals observed that there were discrepancies related to the actual determinations of a defendant’s indigency based on jurisdictional differences. For example, historically there have been jurisdictions within Michigan that have been aggressive in their appointment of indigent defense counsel, while there have been other jurisdictions that have been much more conservative in their appointment of indigent defense counsel. The MIDC Standard for determining indigency has been designed to reduce these discrepancies and provide guidance for systems related to the appointment of indigent defense counsel.

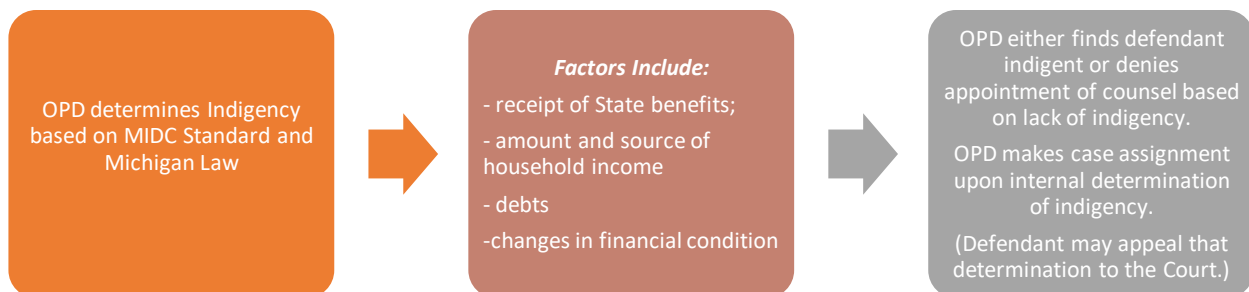
Currently OPD, in collaboration with the Courts, has met MIDC compliance with this Standard whereby the Courts conduct the screening for indigency and refers the defendant to OPD for appointment of counsel.

2019 THROUGH 2022 PROCESS:



It is anticipated, through MIDC additional financial grant support, that OPD will be amending its compliance plan to allow OPD to meet this MIDC Standard from an entirely in house perspective in FY 2023.

ANTICIPATED 2023 PROCESS:



While OPD has been in complete compliance with this MIDC Standard, it is OPD’s hope that the additional

MIDC Grant financial supports will allow OPD to alleviate some of the administrative burden on the Courts, related to the determination of indigency, while continuing to meet the goal of parity across jurisdictional lines.

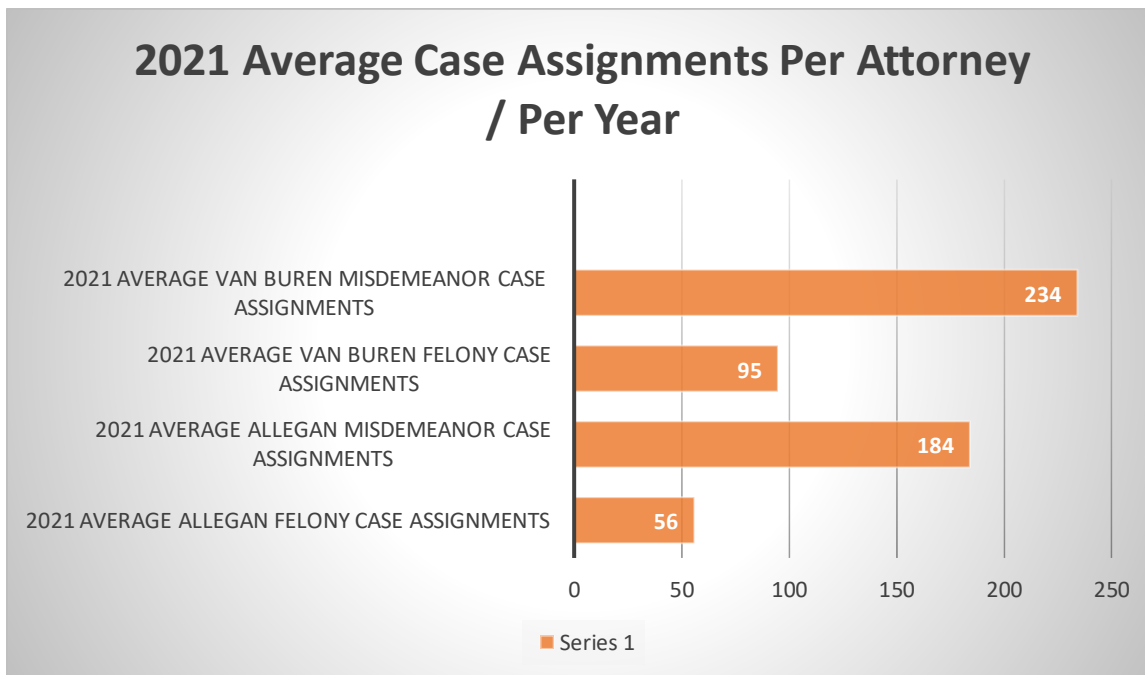
COMPLIANCE WITH PROPOSED MIDC STANDARDS

MIDC Standard 6 – Indigent Defense Workloads

MIDC Relevant Measurements:

1. Caseloads shall allow each attorney the ability to give each client the time and effort necessary to ensure effective representation.
2. Workloads shall be determined over time through special “Michigan specific weighted caseload studies.”
3. Until the completion of said studies, caseload assignments are recommended as follows:
 - a. Not exceed 150 new felony assignments per year.
 - b. Not exceed 400 new non-traffic misdemeanors per year.
 - c. Mixed caseloads, proportional to allow effective representation.

OPD Compliance:



*Case assignment numbers reflect total number of cases for 2021 (from internal OPD data) divided by number of staff and roster attorneys accepting those assignments to determine the average number of assignments per attorney in 2021.

A review of 2021 internal data reflects that OPD is within the allowable case assignment recommendations

as enunciated through MIDC proposed Standard 6. While case assignment data appears to reflect compliance with MIDC proposed Standard 6, OPD will be engaging in additional study related to MIDC proposed Standard 6 as OPD day to day operations potentially indicates a discrepancy related to this case assignment data versus OPD's Staff and Roster Attorneys work levels.

While OPD will engage in additional study related to MIDC proposed Standard 6, OPD has implemented other MIDC proposed Standard 6 operational measures in an effort to allow OPD Staff and Roster Attorneys the ability to provide effective assistance of counsel. Specifically:

1. OPD has utilized its flexibility in its case assignment processes to assign more work intensive cases to Staff and Roster Attorneys who are in a better workload position to take on those more work intensive cases.
2. OPD has increased assignment communications thereby allowing Staff and Roster Attorneys to inform OPD when they are experiencing an overwhelming assignment period.
 - a. This in turn has allowed OPD to make modifications to its assignment schedule to help alleviate these concerns; and
3. OPD has developed a Homicide Team to help alleviate the intensity of accepting homicide cases while also accepting regular rotational assignments.

OPD is hopeful that the continued review of its data, combined with its case assignment scheduling, will allow OPD's indigent defense counsel continued opportunity to practice within lower case numbers and thereby allow OPD's indigent defense counsel the ability to engage in the entirety of the necessary criminal investigation and litigation processes associated with effective representation.

MIDC Standard 7 – Qualification and Review

MIDC Relevant Measurements:

1. Defense counsel's ability, training and experience match the nature and complexity of the case to which they are appointed.
2. Defense counsel is systematically reviewed at the local level for efficiency and for effective representation according to MIDC standards.

OPD Compliance:

As has been previously outlined, prior to the Michigan Indigent Defense reforms, there were significant issues related to the appointment and oversight of assigned counsel. As a result of these issues, many indigent defendants did not receive indigent defense counsel that had the requisite knowledge, experience and expertise needed to provide indigent defendants with effective representation. MIDC proposed Standard 7, in conjunction with other MIDC Standards, has been proposed for implementation in order to help alleviate this concern.

Due to the importance of ensuring an effective level of representation OPD has taken significant steps to implement MIDC proposed Standard 7. Specifically:

- OPD Staff and Roster Attorneys handling Misdemeanor cases have:

- Met Michigan Bar Admission standards;
- Basic Skills requirements; and
- Have served as co-counsel or second chair in prior criminal trials, or gained equivalent experience.
- OPD Staff and Roster Attorneys handling Low Severity Felony cases have:
 - Met Michigan Bar Admission standards;
 - Basic Skills requirements; and
 - Have practiced criminal law for one (1) full year;
 - Have served as trial counsel or co-trial counsel in two (2) criminal cases that have reached a verdict; or gained equivalent experience.
- OPD Staff and Roster Attorneys handling High Severity Felony cases have:
 - Met Michigan Bar Admission standards;
 - Basic Skills requirements; and
 - Have practiced criminal law for two (2) full years;
 - Have served as lead counsel or handled a significant portion of four (4) jury trials that have been submitted to a jury; or gained equivalent experience and demonstrated a record of consistently high quality criminal trial court representation with the ability to handle high severity felony cases.
- OPD Staff and Roster Attorneys handling Life Offense cases have:
 - Met Michigan Bar Admission standards;
 - Basic Skills requirements; and
 - Have practiced criminal law for five (5) full years
 - Have served as lead counsel in no fewer than seven (7) felony jury trials that have been submitted to a jury; or gained equivalent experience and demonstrated a record of consistently high quality criminal trial court representation with the ability to handle Life Offense felony cases.

OPD is pleased to announce that, over the past several years, OPD's Staff and Roster Attorneys have significantly increased their level of trial experience. Many of OPD's Staff and Roster Attorneys have had the experience of trying more than five (5) jury trials in the previous several years. Moreover, with MIDC approval, OPD has utilized its homicide specific counsel to provide OPD's Staff and Roster Attorneys with mentoring through the ability to act as co-counsel and second chair counsel on the most significant type of criminal case. This mentoring by experienced homicide counsel provides significant levels of cross over training for lower level cases thereby increasing OPD's ability to increase its Staff and Roster Attorneys' equivalent experience levels. This in turn, has allowed OPD to place itself in a position to increase its attorneys' level related to the complexity of their assignments over a shorter experiential time frame.

OPD looks forward to continuing to lead in the adaptation of its training processes to provide its Staff and Roster Attorneys with the opportunity to gain criminal trial experience and thereby increase the level of effective representation over shorter periods of time.

MIDC Standard 8 – Attorney Compensation (Economic Disincentives or Incentives)

MIDC Relevant Measurements:

1. Reasonable salaries and benefits and resources should be provided to indigent defense counsel.
2. Roster counsel should receive prompt compensation at a reasonable rate and should be reimbursed for their reasonable out of pocket, case related expenses.
 - a. Activities outside of court appearances, such as directing an investigation, negotiating, or tactical planning, etc., require no less legal skill and expertise than in court appearances, and are equally important to quality representation.
3. Attorney hourly rates shall be at least:
 - a. \$100 per hour for misdemeanors;
 - b. \$110 per hour for non-life offense felonies;
 - c. \$120 per hour for life offense felonies.

OPD Compliance:

Currently, OPD meets MIDC Standard 8 as follows:

- Staff Attorneys – compensated in accordance with prosecutor parity and based on wage studies of comparable systems.
- Roster Attorneys –
 - \$100 per hour misdemeanors
 - \$110 per hour low severity felonies (Sentencing Grid E, F, G, H)
 - \$120 per hour high severity felonies (Sentencing Grid, M, A, B, C, D)

A review of OPD's process evidences the fact that OPD is meeting MIDC proposed Standard 8. In fact, based on current hiring data, OPD has been able to recruit Staff Attorneys in part based on OPD's competitive compensation package. Moreover, a review of OPD's Roster Attorney compensation rate, as currently approved by MIDC, evidences the fact that OPD is providing the levels of compensation as recommended by MIDC.

Additionally, over the course of the preceding three (3) years, OPD has seen significant improvement related to providing compensation to indigent defense counsel related to out of court preparation for cases. A review of invoices from 2019 through Quarter Two of 2022 evidences the fact that indigent defense counsel in Allegan and Van Buren Counties are conducting more significant direction of investigations, negotiations, and tactical planning, and OPD's indigent defense counsel is being compensated for those significantly improved out of court case related activities. Moreover, a review of invoices from 2019 through Quarter Two of 2022 evidences a significant increase in reimbursement levels for case related expenses. Subpoena fee reimbursement requests and authorizations have increased; travel expense requests and authorizations related to case preparation have increased; legal research and case preparation requests and authorizations have increased; as well as other ancillary fee reimbursement requests and authorizations have increased. OPD submits that these compensation requests and

authorizations have directly impacted indigent defense counsel’s ability and desire to complete needed effective representation duties thereby increasing the level of representation for indigent defendants. OPD looks forward to continuing to lead in this reformation effort and to continue to provide levels of compensation commensurate with the expertise needed to provide defendants effective representation.

MIDC FINANCIAL COMPLIANCE

OPD’s current expense budget and FY2022 expenditures, through Quarter 2, are:

	<i>AMOUNT</i>	<i>PERCENT</i>
2022 Expense Budget	\$2,662,839.98	100%
Q1 Expenditures	\$703,085.45	26.4%
Q2 Expenditures	\$709,080.86	26.6%
Q3 Expenditures	Not Available	Not Available
Q4 Expenditures	Not Available	Not Available

OPD’s anticipated FY2023 expense budget is:

	<i>AMOUNT</i>	<i>PERCENT</i>
2023 Anticipated Expense Budget	\$4,386,080.08	100%

OPD’s FY2023 MIDC Grant request was approximately \$1,723,240.10 dollars more than its FY2022 awarded amount. OPD’s FY2023 MIDC Grant request reflects operational corrections that were not originally anticipated or required further understanding; reflect case assignment increases that were not able to be absorbed with current staffing levels; reflect operational challenges that needed to be addressed; and reflect additional collaborative work with MIDC and County Administration to address the potentiality for budgetary shortfalls.

OPD’s FY2023 MIDC Grant request incurs **NO** additional local share contribution for FY2023 and, pursuant to discussions with MIDC, **NO** additional local share contribution requests are anticipated in the near future. Consequently, OPD’s FY2023 MIDC Grant request will not require any additional county contributions from Allegan and Van Buren County tax payers.

LOOKING FORWARD

OPD wishes to be a leader in Michigan Indigent Defense reform and the application of standards, policies and procedures that allow OPD the opportunity to lead in those reformation efforts. Over the course of the next year OPD will continue to partner with MIDC, stakeholders and County Administration in an effort to increase efficiency, client representation, fiscal responsibility, and systemic viability. OPD looks forward to working with its partners and stakeholders to continue to build trust and confidence in the indigent defense system in Allegan and Van Buren Counties.

Finally, OPD looks forward to continuing to improve the quality of indigent defense services for the benefit of the citizens of Allegan and Van Buren Counties.

Drafted by:
Chad D. Catalino
Chief Public Defender
Office of the Public Defender
Allegan Van Buren Counties

Drafting support by:
Julie Robbins
Senior Legal Specialist
Office of the Public Defender
Allegan Van Buren Count

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FINANCE - CLAIMS & INTERFUND TRANSFERS

WHEREAS, Administration has compiled the following claims for 7/22/22 & 7/29/22; and

WHEREAS, the following claims, which are chargeable against the County, were audited in accordance with Section 46.61 to 46.63, inclusive, M.C.L. 1970 as amended and resolutions of the Board; and

WHEREAS, said claims are listed in the 2022 Claims folder of the Commissioners' Record of Claims.

July 22, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	141,980.63	141,980.63	
Parks/Recreation Fund - 208	242.23	242.23	
Friend of the Court - Coop. Reimb. - 215	101.27	101.27	
Friend of the Court - Other - 216	725.25	725.25	
Health Department Fund -221	14,372.05	14,372.05	
Solid Waste/Recycling - 226	65,724.77	65,724.77	
Indigent Defense Fund - 260	38.77	38.77	
Central Dispatch Fund - 261	466.21	466.21	
Local Corrections Officers Training Fund - 264	1,116.00	1,116.00	
Grants - 279	1,537.74	1,537.74	
Sheriffs Contract - Wayland Township - 286	1,658.57	1,658.57	
Sheriffs Contract - All Other - 287	49.88	49.88	
Transportation Fund - 288	4,447.45	4,447.45	
DHHS Board - 290	2.11	2.11	
Child Care Fund - 292	25,629.56	25,629.56	
Veterans Relief Fund - 293	1,499.04	1,499.04	
Senior Services Fund - 298	115,765.38	115,765.38	
Delinquent Tax Revolving Fund - 516	14,211.30	14,211.30	
TOTAL AMOUNT OF CLAIMS	\$389,568.21	\$389,568.21	

July 29, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund - 101	170,531.08	170,531.08	

Health Department Fund - 221	17,631.98	17,631.98	
Animal Shelter - 254	6,631.00	6,631.00	
Register of Deeds Automation Fund - 256	3,192.64	3,192.64	
Palisades Fund - 257	148.92	148.92	
Central Dispatch Fund - 261	620.78	620.78	
Crime Victims Rights Grant - 280	62.83	62.83	
Sheriffs Contract - Wayland Township - 286	37.35	37.35	
Transportation Fund - 288	2,786.65	2,786.65	
Child Care Fund - 292	3,800.67	3,800.67	
Veterans Relief Fund - 293	778.65	778.65	
Senior Services Fund - 298	2,431.54	2,431.54	
Delinquent Tax Revolving Fund - 516	9,117.33	9,117.33	
Tax Reversion - 620	280.00	280.00	
Fleet Management/Motor Pool - 661	134.99	134.99	
Self-Insurance Fund - 677	432,463.32	432,463.32	
TOTAL AMOUNT OF CLAIMS	\$650,649.73	\$650,649.73	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for 7/22/22, 7/29/22, and interfund transfers.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

BROADBAND—AUTHORIZE RELEASE OF REQUEST FOR PROPOSAL

WHEREAS, the Board of Commissioners (Board) approved a 2021/22 strategic project to advance broadband in Allegan County; and

WHEREAS, the project scope includes a step to consider plans, proposals, legislative initiatives, and other resources to establish and implement plans for increased accessibility; and

WHEREAS, Administration has finalized a draft of a request for proposal (RFP) for broadband accessibility; and

WHEREAS, the Broadband Action Workgroup (Workgroup), in conjunction with Administration, recommends the release of the RFP.

THEREFORE BE IT RESOLVED, the Board hereby authorizes Administration to work in conjunction with the workgroup to release the RFP in accordance with County policy and standard practices.



REQUEST FOR PROPOSAL PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Broadband Wired Infrastructure Expansion RFP #1062-22

This Request for Proposal packet incorporates the following documents:

Attachment A – Scope of Work	2
Broadband Wired Infrastructure Expansion Partnership Agreement	76
Agreement and Scope of Work Clarifications.....	1413
RFP Supplement A – Instructions to Service Providers	1514
RFP Supplement B – Proposal Requirements.....	1817
RFP Supplement C – Proposal Evaluation Criteria	2221

Key Dates

Request for Proposals issued	August 1, 2022
Deadline for Questions to be submitted.....	3:00 PM on August 12, 2022
Deadline for County’s response to questions.....	5:00 PM on August 19, 2022
Due date for proposals	3:00 PM on September 16, 2022

Attachment A – Scope of Work

1. BROADBAND EXPANSION STRATEGY - OVERVIEW

- 1.1 Through its strategic plan for 2021-22 Allegan County established a priority project to, “Increase the accessible availability of reliable internet connectivity” through the use of American Rescue Plan Act (ARPA) funds or identification/allocation of alternative funds.
- 1.2 In terms of broadband internet service availability, Allegan County has numerous areas that are considered unserved or underserved per the following FCC definitions:
 - 1.2.1 Unserved addresses are defined as having less than 25 Mbps download and 3 Mbps upload.
 - 1.2.2 Underserved addresses are defined as having between 25M down / 3M up and 100 Mbps down / 20 Mbps up.
- 1.3 It is the County’s desire to make broadband internet services of 100 Mbps or higher accessible to all county residents by providing support to Internet Service Providers (ISPs) in building out the broadband infrastructure necessary to provide service to the unserved and underserved addresses, collectively defined as the target addresses (“Target Addresses”).
- 1.4 The County has analyzed ~~Connect Michigan audit data along with~~ customer data provided by ISPs to generate the map included in Exhibit A which shows all Target Addresses identified in Allegan County.
- 1.5 Public funding programs including, but not limited to, ARPA (American Rescue Plan Act,) CMIC (Connecting Michigan Communities) and BEAD (Broadband Equity, Access and Deployment) are, and are becoming available, to supplement the private sector investments needed to build the infrastructure necessary to deliver broadband internet services to these Target Addresses identified by the County.
- 1.6 Indications are that public funding is more likely to be secured by an ISP when the application is made in a manner consistent with a local unit of government’s overall plan for broadband and is supported/endorsed by that local unit of government. Allegan County desires that ISPs pursue and leverage all available funding sources (e.g. grants, capital, programs, loans, etc.) in order to maximize broadband accessibility.
- 1.7 The County seeks to develop a County-wide comprehensive plan for delivering broadband internet service ~~to the all~~ Target Addresses based on proposals received from one or several ISPs.
- ~~1.8 This comprehensive plan may include one or multiple ISPs agreeing to expand broadband infrastructure and provide internet services to Target Addresses grouped into geographic Service Area Zones (“Zones”) based on proposals received by the County.~~

2. PARTNERSHIP RESPONSIBILITIES

Service Provider's Responsibilities:

- 2.1 Upon entering into this Agreement, if grant funding is being pursued by the Service Provider as part of its proposal, Service Provider shall prepare and submit a grant application(s) [for broadband wired infrastructure expansion](#) in a manner consistent with its proposal and according to the funding strategy agreed upon with the County as captured in the Agreement
- 2.2 Before submitting any grant applications, that require County support, Service Provider shall provide a copy of the [grant](#) application to the County at least three weeks prior to the submission deadline.
- 2.3 If the funds needed to build the [wired](#) infrastructure to support the delivery of broadband internet services are awarded to Service Provider, then Service Provider shall proceed to build that [wired](#) infrastructure.
- 2.4 [At a minimum, Service Provider shall build its new wired infrastructure within its agreed upon expansion area so it reaches all Target Address properties \(i.e. crosses the property itself, runs through an adjacent right of way/easement, or equivalent\) in such a manner that only a final direct network connection across the Target Address property is needed to enable broadband internet service to a customer. ~~also connect all Target Addresses within its broadband infrastructure expansion Zone to its new network unless the owner expressly prohibits access to their property.~~](#)
- 2.5 While performing services related to this Agreement, Service Provider shall follow and comply with all applicable laws, ordinances, requirements and regulations governing the construction of broadband infrastructure and providing internet services.
- 2.6 Service Provider shall provide an update to the County, no less than quarterly, on Service Provider's efforts to secure grant funds and if awarded, progress on building the infrastructure and making internet services available to residents per the scope of work for which grant funding is awarded. Reporting shall continue for the duration of the grant and scope of work completion.
- 2.7 Unless County funds are awarded for the work (in which case the County shall administer them), Service Provider shall be entirely responsible for grant administration, accounting for expenditures and making all necessary reports, and meeting all grant award requirements and completion timelines as specified by the granting agency.

County's Responsibilities:

- 2.8 If an ISP, selected by the County for inclusion in its comprehensive plan, has identified the pursuit of grant funding as part of its funding strategy for broadband [wired](#) infrastructure development, then the County may enter into an agreement with that ISP and then support that ISP's efforts to secure any public funds it may need to expand broadband [wired](#) infrastructure in a manner consistent with its proposal.
- 2.9 Upon entering into this Agreement, the County will support Service Provider's efforts to secure the grant funds needed to expand broadband [wired](#) infrastructure ~~within the~~

~~Zone(s) for to the Target Addresses for~~ which the Service Provider submitted a bid or were otherwise agreed upon.

- 2.10 Alternately, or in addition to supporting Service Provider's efforts to secure grant funds, the County may opt to provide Service Provider with some of the funds the County has available for broadband initiatives depending on the final agreed upon funding strategy.

Coordination of Activities:

- 2.11 The County's point of contact for this project is:

Jill Dunham
Broadband Project Manager
(269) 673-0588
jdunham@allegancounty.org

- 2.12 Taxes <moved here from Attachment B>

The County is exempt from Federal Excise Tax and Michigan Sales Tax. Neither shall be added to the costs presented in this cost proposal or added by Service Provider to any invoice billing the County. <This language is being reviewed and finalized by legal>

- 2.13 Invoices <moved here from Attachment B>

To the extent that any funding to Service Provider is provided by or flows through the County, all invoices or reimbursement requests with supporting documentation must reference contract #1062-22, itemize services rendered and be sent by email to jdunham@allegancounty.org or projects@allegancounty.org or mailed to:

Project Management - Accounts Payable
Allegan County Information Services
3283 122nd Avenue
Allegan, MI 49010

Attachment B—Cost Proposal

~~<Attachment B deleted with relevant content distributed to other areas of the RFP>~~

3. COST PROPOSAL

~~Unless otherwise noted by the Service Provider and agreed to in writing by the County, all costs associated with the scope of work outlined in Attachment A are itemized in this Cost Proposal taking the following into consideration:~~

~~3.1—**Taxes** <Moved to Attachment A>~~

~~The County is exempt from Federal Excise Tax and Michigan Sales Tax. Neither shall be added to the costs presented in this cost proposal or added by Service Provider to any invoice billing the County.~~

~~3.2—**Variiances** <Deleted—final costs will be summarized in a single location>~~

~~Where a variance exists or other discrepancies are noted between prices on this Cost Proposal Form and prices specified elsewhere in Service Provider’s proposal, the pricing shown on this Cost Proposal Form shall prevail.⁷~~

~~3.3—**Invoices** <Moved to Attachment A>~~

~~To the extent that any funding to Service Provider is provided by or flows through the County, all invoices or reimbursement requests with supporting documentation must reference contract #1062-22, itemize services rendered and be sent by email to jdunham@allegancounty.org or projects@allegancounty.org or mailed to:~~

~~Project Management—Accounts Payable
Allegan County Information Services
3283-122nd Avenue
Allegan, MI 49010~~

~~3.4—**Funding** <Overall strategy shared in various other sections>~~

~~The funding strategy negotiated and agreed upon between the County and Service Provider following the evaluation of proposals and development of a county wide broadband infrastructure expansion plan will be captured here or elsewhere in the Agreement.~~

~~3.5—**Cost Proposal Certification** <Too many unknowns with regards to timeline, expansion areas, and funding sources to realistically hold a bid firm>~~

~~Bid is firm for _____ days (90 days minimum) and signed by the following individual authorized to certify pricing and enter into agreements:~~

Service Provider Name:	
Service Provider Address:	
City, State, Zip:	
Representative Name (Print):	

Representative Signature:	
Representative Title:	

Broadband Wired Infrastructure Expansion Partnership Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and

Service Provider

Name: _____

Service Provider

Address: _____

(“Service Provider”). The parties agree as follows:

1. Services

Service Provider agrees to fulfill the scope of work outlined in Attachment A, contingent upon Service Provider receiving any needed supplemental funds identified in Attachment B – Cost Proposal.

All services are to be provided by the Service Provider subject to the terms and conditions set forth in this Agreement.

Service Provider warrants to the County that the services to be provided under this Agreement shall be of the kind and quality that meet generally accepted standards and shall be performed by qualified personnel.

2. Payment

Prior to entering into this Agreement, language for this section will be finalized with Service Provider to reflect any applicable financial dealings between the parties that may be applicable considering how the services to be performed are to be funded.

~~Any payments or reimbursements due Service Provider from the County shall be provided within 45 days following receipt of invoice commensurate with progress towards Scope of Work completion and satisfactory performance.~~

3. Term of Agreement

The term of this Agreement shall begin upon signature by both parties and end upon the scope of work completion and the successful close-out of any grant funding with the funding agency, unless terminated earlier in accordance with Section 4 of this Agreement.

4. Termination of Agreement

The County may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving thirty days’ written notice to Service Provider.

5. Insurance Requirements

Service Provider, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Service Provider obtains the insurance required under this Section. Service Provider shall then maintain the required insurance for the full duration of this Agreement. All coverage shall be with insurance companies licensed and admitted

to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County.

Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to the County. Service Provider shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Service Provider and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Service Provider. All deductibles and self-insured retentions are the responsibility of Service Provider.

A. Worker's Compensation Insurance: Service Provider shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including Employers' Liability Coverage either in accordance with all applicable statutes of the State of Michigan or have the State of Michigan listed under Section 3 - Other States Insurance in the Service Provider's insurance policy.

B. Commercial General Liability Insurance: Service Provider shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability of not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Service Providers Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability Insurance: Service Provider shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability Insurance as described above, shall include an endorsement stating the following shall be additional insureds: "Allegan County, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." It is understood and agreed that, by naming Allegan County as additional insured, coverage afforded is considered to be primary and any other insurance the County may have in effect shall be considered secondary and/or excess.

E. Cancellation Notice: Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty days, ten days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Allegan County Administrator, 3283 122nd Avenue, Allegan, MI 49010." If any required insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended and the County may terminate this Agreement immediately.

F. Proof of Insurance Coverage: Upon execution of this Agreement and at least ten business days prior to commencement of services under this Agreement, Service Provider shall provide the County with a copy of its Worker's Compensation, Commercial Liability and Vehicle Liability certificates of insurance evidencing the required coverage and endorsements.

Should the need arise, the County reserves the right to request a copy of any policy mentioned above and if so requested, Service Provider agrees to furnish a Certified Copy.

No payments shall be made to Service Provider until current certificates of insurance have been received and approved by the County. If any of the above coverages expire during the term of this Agreement, Service Provider shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

Service Provider shall report to the County as required by this Agreement and also upon request. Service Provider shall cooperate and confer with the County as necessary to ensure satisfactory work progress and performance. All documents submitted by Service Provider must be dated and bear the Service Provider's name. All reports made in connection with Service Provider's services are subject to review and final approval by the County. The County may review and inspect Service Provider's activities during the term of this Agreement. After reasonable notice to Service Provider, the County may review any of Service Provider's internal records, reports or insurance policies.

7. Indemnification

To the fullest extent permitted by law, Service Provider shall hold harmless, defend and indemnify the County and its elected officials, agents, representatives, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including attorney fees, of whatsoever kind and nature, such as, but not limited to, those resulting from injury or death to any persons, including Service Provider's own employees, or from loss or damage to any property, including property owned or in the care, custody or control of the County, in connection with or in any way incident to or arising out of the occupancy, use, operations or performance or non-performance of services by the Service Provider or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Service Provider under this Section shall survive any termination of this Agreement or completion of Service Provider's performance under this Agreement.

8. Independent Service Provider

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

9. Subcontracting

Service Provider shall provide all services covered by this Agreement and shall not subcontract, assign or delegate any of the services without written authorization from the County unless the intent to use subcontractors is clearly stated in the Service Provider's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Service Provider assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Service Provider in providing services under this Agreement. In choosing to use subcontractors, Service Provider shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Service Provider shall also verify that subcontractors have insurance coverage that matches or exceeds the coverage detailed in Section 5 and make certain that subcontractors do not operate outside the required scope of work.

This Agreement is solely between County and Service Provider and County shall have no relationships or obligations to any subcontractors used by Service Provider in performing work under this Agreement.

10. County Employees

Service Provider shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County.

11. Default

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

12. Endorsement Prohibition

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

13. Compliance with Laws

Service Provider shall observe and comply with all applicable federal, state and local laws, ordinances, rules, and regulations including, but not limited to OSHA/MIOSHA requirements, the Elliot-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act. Service Provider agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Service Provider.

14. Nondiscrimination

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

15. Equal Opportunity Employer

In signing this Agreement, Service Provider certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Service Provider acknowledges that during the performance of its obligations under this Agreement, it or its personnel may become aware of or receive confidential information relating

to or kept by the County, and therefore Service Provider agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

17. Service Provider Personnel

Service Provider's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Service Provider must wear apparel or other means of identification while performing services under this Agreement.

18. Amendment

This Agreement shall not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by a duly authorized representative from each party.

19. Binding Effect

This Agreement is binding upon and shall inure to the benefit of Service Provider and the County and their respective legal representatives, successors and authorized assigns.

20. Waiver

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

21. Counterparts

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

22. Severability

If any provision of this Agreement is held to be invalid or unenforceable, it shall be considered to be deleted, and the remainder of the Agreement shall remain in full force and effect. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date on which the provision was declared invalid.

23. Section Titles

Section titles used in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting the provisions in this Agreement.

24. Choice of Law and Forum

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

25. Royalties and Patents

Service Provider shall pay all royalties and license fees and shall defend all suits or claims for infringement of any copyright or patent rights and shall hold and save the County and its officers, agents, servants and employees harmless from any and all loss and liability of any nature or kind whatsoever, including costs and expenses of defense, for or on account of any copyrighted,

patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by Service Provider and/or Service Provider's subcontractors and agents.

26. Debarment or Suspension Status

In signing this Agreement, Service Provider certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

27. Conflicts of Interest

In signing this Agreement, Service Provider certifies that it has no interest which would conflict with its performance of services under this Agreement. If a possible conflict of interest arises, Service Provider shall immediately inform County regarding same.

28. Anti-Collusion Statement

In signing this Agreement, Service Provider certifies that it has not divulged to, discussed or compared its bid with other Service Providers and has not colluded with any other bidder, with the exception of qualified subcontractors, or parties to the bid. No premiums, rebates or gratuities to employees or officials of the County are permitted either with, prior to, or after delivery of any product(s) or service(s). Any such violation will result in the termination of this Agreement, the cancellation and/or return of any item(s), as applicable, and possible exclusion of Service Provider from future bidding opportunities.

29. Performance and Payment Bonds

If funding is being provided by the County in an amount that exceeds \$50,000, the following bonds or securities shall be secured by the Service Provider upon full execution of this Agreement. These bonds or securities shall be included in this Agreement and become binding on the parties.

A. A performance bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, in an amount equal to 100% of the price specified in this Agreement; and

B. A payment bond satisfactory to the County, executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner satisfactory to the County, for the protection of all persons supplying labor and material to the Service Provider or its subcontractors for the performance of the work provided for in this Agreement. The bonds shall be an amount equal to 100% of the price specified in this Agreement.

30. Entire Agreement

This Agreement, including and incorporating the documents listed below, constitutes the entire Agreement. In the event of any conflict or inconsistency in the terms and conditions between these documents, the documents shall govern in following order:

1. This Broadband ~~Wired Infrastructure Expansion Partnership~~Internet Service Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County's Scope of Work issued with RFP on <date>
4. ~~Attachment B – Cost Proposal Form completed and submitted with Service Provider's Proposal~~
5. Attachment ~~C-B~~ – Service Provider's Proposal received and opened by County on <date>

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

The Parties hereby cause this Agreement to be executed by their duly authorized representatives.

Service Provider:

County:

Sign: _____

Sign: _____

Name: _____

Name: Robert J. Sarro

Title: _____

Title Allegan County Administrator

Date: _____

Date: _____

Agreement and Scope of Work Clarifications

Service Provider questions and the County's responses posted during the open bidding process as RFP Clarifications will be included here wherein they modify or clarify the terms of this Agreement or the scope of work outlined in the RFP.

Final decisions on quantities and any limits to the scope of work shall also be noted here once project costs have been evaluated by the County.

The County will discuss and negotiate any additional modifications or clarifications made after the proposal due date with the Service Provider prior to incorporating them into this Agreement.

RFP Supplement A – Instructions to Service Providers

4. HOW TO PARTICIPATE IN THE CONTRACTING PROCESS

Internet Service Providers (ISPs) interested in responding to this Request for Proposal (RFP) must follow the bidding process outlined below. The County will not reimburse firms for any expenses incurred in preparing and submitting proposals in response to this RFP. Copies of this RFP in Microsoft Word format are available upon request. Should prospective ISPs require further information or clarification, contact the County's Broadband Project Manager at projects@allegancounty.org. All deadlines are Eastern Prevailing Time.

4.1 Proposal and Contract Examination

Before submitting a proposal, ISPs should carefully examine the entire RFP packet. By the submission of a proposal, an ISP will be understood to have read and be fully informed as to the contents of this RFP packet and accepting of the terms and conditions herein, unless noted in the proposal submitted by the ISP and affirmed in any final agreement by the County.

4.2 Service Provider Inquiries – due by 3:00 p.m. on <Date>.

Should an ISP find any discrepancies, omissions, ambiguities, or conflicts within the RFP packet, be in doubt about their meaning, or have any questions about the RFP process or the scope of work, they should bring such questions in writing to the attention of:

Kristin VanAtter –Project Specialist
Allegan County – County Services Building
3283 122nd Ave
Allegan, MI 49010
projects@allegancounty.org

4.3 County Response – posted by 5:00 p.m. on <Date>.

The County will compile and review all questions received from ISPs and post responses to the County website as an RFP Clarification. Clarifications modifying the Agreement or Scope of Work will be incorporated into the final Agreement. The County will not be responsible for any oral instructions.

4.4 Proposal Submission – due by 3:00 p.m. on <Date>.

ISPs may either email a copy of their proposal with the subject line **RFP #1062-22 Broadband Infrastructure Expansion** to projects@allegancounty.org

OR

ISPs may mail or deliver a hardcopy proposal in an envelope marked **RFP #1062-22 Broadband Infrastructure Expansion** to:

Kristin VanAtter – Project Specialist
Allegan County – County Services Building
3283 122nd Ave
Allegan, MI 49010

It is the sole responsibility of the ISP to ensure that the proposal reaches County by the specified deadline. ~~Please remember to include the Bid Security<not applicable>.~~

4.5 **Withdrawal of Proposals**

A written request for the withdrawal of a proposal or any part thereof will be granted if the request is received by the Project Management Specialist prior to the specified proposal due date and time. Proposals, amendments thereto, or requests for withdrawal of proposals received by the Project Management Specialist after the specified proposal due date and time will not be considered.

4.6 **Freedom of Information Act**

All information submitted by an ISP in a proposal and any resulting contract is subject to the Michigan Freedom of Information Act and may not be held in confidence by the County after a proposal is opened or contract awarded. All proposals shall be available for review after County staff has evaluated them.

5. **CONSIDERATIONS FOR THE COST PROPOSAL**

5.1 **Discounts and Incentives**

The County will consider a ISP's capital contribution to the construction of the broadband network in each individual proposal prior to determining the successful ISP(s).

5.2 **Quantities**

The quantities or usage specified on the Cost Proposal Form are estimated only unless otherwise stated. No guarantee or warranty is given or implied by the County as to the total amount that may be or may not be purchased through any resulting contracts. These quantities are for an ISP's information only and will be used for bid tabulation and cost comparison. The County reserves the right to increase or decrease quantities until contract is finalized.

6. **PROPOSAL EVALUATION AND CONTRACT AWARD**

In evaluating proposals and awarding contracts, the County will use the following process:

6.1 **Proposal Evaluation**

Proposals will be evaluated and scored by an evaluation team using the criteria specified in RFP Supplement C – Proposal Evaluation Criteria. Compiled scores from all eligible proposals will form the basis for recommending a contract award.

6.2 **Supplemental Information**

During the evaluation process, the County reserves the right to request additional information, clarifications or pricing from an ISP, or to allow corrections of errors or omissions.

6.3 **Service Provider Presentations, Product Demonstrations and Interviews**

At the discretion of the County, as part of the evaluation process, an ISP submitting proposal may be requested to make a presentation and/or be interviewed in person or

remotely. Should this become necessary, the County will contact the ISP and expects them to be available at a location determined by the County within two weeks of notification. ISPs shall not receive payment from the County for costs that may be incurred through this step in the evaluation process.

6.4 Contract Finalization

Should any material changes to the Agreement, Scope of Work or ISP's proposal need to be clarified or negotiated, a revised agreement may be drafted and sent to ISP for review and signature.

6.5 Contract Award

The County anticipates meeting with ISPs selected for partnership based on proposals received in response to this RFP to clarify, discuss and negotiate a final proposed agreement that captures the proposed funding strategy and Target Addresses to be served by that ISP as part of the County's comprehensive broadband infrastructure plan. This plan will then be presented to the County Board of Commissioners for final approval to award grant funds and/or support selected ISPs in securing grant funds depending on the proposed funding strategy. If the plan is approved, service providers included in the plan will be notified so contracts can be fully executed.

6.6 Rejection of Proposals

The County reserves the right to reject any and all proposals or to accept the proposal or any part thereof which it determines to best serve the needs of the County and to waive any informalities or irregularities in the proposals. While cost is a factor in any contract award, it is not the only factor and may not be the determining factor.

RFP Supplement B – Proposal Requirements

7. PROPOSAL REQUIREMENTS

7.1 General Instructions

All ISPs are encouraged to submit a proposal.

Before submitting a proposal, ISPs should carefully examine the entire RFP Packet and have a full understanding of the contents needed for a proposal. Submission of a response constitutes an ISP's understanding of the contents of this RFP.

Any erasures or corrections to this RFP packet or the ISP's proposal must be initialed in ink by the ISP. The Agreement and Cost Proposal Form must be typed into or filled out with pen and ink and be signed in longhand, in ink, by a principal authorized to make contracts.

7.2 Proposal Organization and Length:

An ISP's proposal and all supporting documentation should be organized and formatted to ensure the County receives only the most relevant information necessary to select an ISP.

In responding to proposal content requested in Section 8 below, please reference the number and the question before each response and respond in sequence of the questions asked.

8. PROPOSAL CONTENT

8.1 Company Information:

- 8.1.1 State the legal name under which your firm carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.
- 8.1.2 Identify the location of the office from which work described herein will be managed and the year that office was established if other than above.
- 8.1.3 Provide the contact information (name, title, telephone number and email) for the representative submitting the proposal on behalf of your firm.
- 8.1.4 Indicate whether any disciplinary action has been taken or is pending against your firm by state regulatory bodies, professional organizations, or through legal action in the past five years. If no, so state. If yes, detail the circumstances and current status of such action.

8.2 Company Experience:

- 8.2.1 Provide a brief overview of your firm's broadband infrastructure development efforts over the past decade, particularly in or around Allegan County.
- 8.2.2 Describe your firm's current broadband network footprint in Allegan County, including the number of addresses served and the level of service being provided.

- 8.2.3 Explain your company's strategy for ongoing development of internet service offerings over the next three years and identify the competitive advantages you feel your firm may have over other service providers operating in and around Allegan County.

8.3 Network Infrastructure Design

The County seeks a long-term infrastructure investment. As such, the County will only accept proposals for broadband wired network solutions, e.g. fiber or hybrid fiber coax. In the event there are areas of Target Addresses not covered by submitted and viable wired network proposals, the County may solicit additional proposals to fill those gaps utilizing other technologies such as fixed wireless at a future date.

- 8.3.1 Describe the type of broadband wired network infrastructure your firm will construct to supply internet service for new service areas in Allegan County.
- 8.3.2 State the maximum upload and download speed that your network design will support.
- 8.3.3 Describe the features of your firm's network that promote reliability and consistent service to your customers.
- 8.3.4 Describe the features of your firm's network design that will support any future expansion that may be necessary to accommodate the construction of new homes and businesses.

8.4 ~~End Point Equipment and~~ Customer Connection and Services

- 8.4.1 Confirm that all customers will have a minimum of 100M download speed and 20M upload speed available to them and whether the proposed infrastructure will deliver 100M symmetrical speeds which would be the County's preference.
- 8.4.2 Describe how your firm will notify Target Addresses within an expansion area that your firm is building new broadband infrastructure and explain how internet services will be advertised and marketed once they are available.
- 8.4.3 Describe whether your firm's proposal includes the connection of each Target Address to the network (provided owner gives permission) so that the customer at the Target Address can initiate services at any time with just an in-home installation or whether additional cabling will need to be run between the customer's home/business and the network access point on or adjacent to their property.
- 8.4.4 If additional cabling will be needed for the connection (per Section 8.4.3~~2~~) resulting in charges to the customer, provide a detailed explanation of the pricing structure for making this connection to the home/business (e.g. is there a cost per foot of cable, is a certain distance covered with basic installation service but there are charges for distances beyond that, is there a cost for the equipment or installation ~~demarking the connection of a demarcation point to the house/business, etc.)~~

- 8.4.5 [Note whether there will be any differences in costs for installation, equipment or service for homes and businesses that initiate service and become customers when the network first becomes available versus one year later.](#)
- 8.4.6 Describe basic installation services, standard equipment and any customer costs associated with installation.
- 8.4.7 Describe any optional equipment and installation/wiring services that may be available along with associated customer costs.
- 8.4.8 Note system compatibility with third-party routers if customers wish to supply their own router.
- 8.4.9 Provide details about your customer support processes and standards (i.e. hours during which support is available and methods by which it is accessible – phone, email, chat, etc.).

8.5 Internet Plans and Rates

- 8.5.1 Explain the current and/or proposed pricing plans and speed guarantees to be offered to your firm’s clients in Allegan County. Pricing must reflect unbundled rates for internet service.
- 8.5.2 Provide details about the low-income rate plan(s) your firm offers that are compliant with ~~the following~~ ARPA funding requirements.

8.6 Funding Strategy

- 8.6.1 Use the map included in Exhibit A to delineate the ~~areas-groups~~ of Target Addresses [to which your firm is committed to expand broadband wired infrastructure and provide internet service to](#), hereafter referred to as “[Bid Zones](#)”, ~~into which your firm is interested in expanding broadband internet services by constructing the necessary infrastructure~~ should the required funding become available. If different ~~areas-groups~~ of Target Addresses have different costs due to proximity to existing infrastructure or other factors, [groups of Target Addresses your firm is committed to serving](#) can be divided up into multiple [Bid Zones](#) that need not be contiguous. [A hardcopy map showing each Bid Zone should be included with the proposal. If possible, proposals should include an ESRI shapefile with projection information containing a polygon boundary delineating each Bid Zone. If costs for multiple Bid Zones are being submitted, please ensure that each Bid Zone is uniquely identified with a letter designation \(i.e. “Bid Zone A”\).](#)
- 8.6.2 For each [delineated and uniquely identified Bid Zone](#), provide the following information [on costs and funding needs \(the table below does not need to be used for supplying this information but the content requested must be provided\)](#):

Bid Zone ID	
Bid Zone description	
Road miles	

<u>Number of Target Addresses</u>	
<u>Grant or other funding already awarded to ISP</u>	Ⓢ
<u>ISP Capital Investment</u>	Ⓢ
<u>Funding requested from Allegan County</u>	Ⓢ
<u>Additional funding needed</u>	Ⓢ
<u>Source of additional funding (if known)</u>	
<u>Total Cost to Build</u>	Ⓢ

8.6.3 For each Bid Zone identified, attach a list of ~~addresses~~ Target Addresses for which internet service will be made available upon completion of the expansion should the requested funding be secured. This list of Target Addresses must be submitted in one of the following digital formats - ESRI shapefile, Microsoft Excel Spreadsheet or Comma Separated Values file

8.6.4 Provide any additional information on your firm’s funding strategy that might be applicable and can’t be readily captured on the map or in the table.

The map with identified Zones (Section 8.6.1) and the Cost Table outlining funding needs and the cost to build (Section 8.6.2) along with other information submitted by an ISP in its proposal will be used by the County to develop its comprehensive county-wide broadband expansion plan and negotiate agreements designed to expand broadband infrastructure within the County and make internet services available to the maximum number of Target Addresses.

8.7 Proposed Work Plan

8.7.1 Once funding is secured, state approximately how many months infrastructure construction is anticipated to occur and how many months after funding is secured would all residents in each Zone be able to sign-up for internet services.

8.7.2 If funds from Allegan County are included in your firm’s overall funding strategy, confirm that all funding can be contractually committed by 12/31/2024 and all work can be completed by 12/31/2026.

8.7.3 If your firm intends to subcontract portions of the work, describe the work to be subcontracted and the name of the subcontractor (if known).

8.8 Contract Agreement:

8.8.1 Note any concerns with the language in the County’s Standard Agreement. ISPs will be required to sign an agreement with the County in order to receive funds or secure the County’s support for requesting funds should the ISP be selected for inclusion in the county-wide broadband expansion plan.

RFP Supplement C – Proposal Evaluation Criteria

County will review and evaluate Service Provider’s proposal in accordance with the requirements of this RFP and score it using the matrix below. The decisions and opinions of the evaluation committee regarding proposal reviews are final and cannot be appealed.

References may be checked to verify accuracy and results from reference interviews or questionnaire responses may be scored and added to the evaluation at County’s discretion.

Service Provider may be requested to make additional written submissions or presentations to County, the results of which may be added to the evaluation.

Proposals will be scored relative to other proposals using the following rating scale:

0	-3	-1	5	+1	+3	10
Min. Score	Per Major Concern	Per Minor Concern	Initial Default Score	Per Minor Benefit / Plus	Per Major Benefit / Plus	Max. Score

Submission (failure to meet these requirements may be cause for bid rejection)					
Bid proposal received on time			Yes / No		
Correct number of copies received			Yes / No		
Any legal action within the past 5 years			Yes / No		
Contract Agreement Acknowledged			Yes / No		
Scope of Work (Attachment A)		Score (0-10)	Weight	Points	Max. Points
8.1	Company Information		x 1 =		10
8.2	Company Experience		x 3 =		30
8.3	Network Infrastructure Design		x 4 =		40
8.4	End Point Equipment and Customer <u>Connection and Services</u>		x 42 =		420
8.5	Internet Plans and Rates		x 42 =		420
8.6	Funding Strategy and Costs		x 86 =		860
8.7	Proposed Work Plan		x 3 =		30
8.8	Contract Agreement		x 1 =		10
	Proposal Quality and Completeness		x 1 =		10
Total Points					<u>500290</u>

Potential Bidder List
RFP1062-22 Broadband Wired Infrastructure Expansion

In addition to inviting the following known Service Providers to bid, the RFP will be posted to the County's Bidding Opportunities web page:

Service Provider	Point of Contact
AcenTek	Corey Compagner
AT&T	Timothy Weststrate
Barry County Telephone Co	David Stoll
Bloomington Communications	Steve Shults
Comcast	Jeffrey Snyder
Frontier	Jack Phillips
Mercury Broadband	Robert Dow
Michwave	Kali Darwich
Midwest Electric & Communications	Terry Rubenthaler
Spectrum	Marilyn Passmore
Surf Broadband	Adam Bates
TruStream	Kasi Ostyn

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FACILITIES MANAGEMENT – COURTHOUSE RADIO COVERAGE ENHANCEMENT

WHEREAS, the Courthouse is situated in an area that, due to surrounding terrain, has adequate but not strong public safety radio coverage, and the signal strength becomes strongly attenuated inside the large, multi-story Courthouse which poses a safety and security concern; and

WHEREAS, Bi-Directional Antenna (BDA) technology exists to capture radio signal from outside the building and amplify that signal inside the building through a network of distributed antennas and it is recommended that such a system be installed to address this concern; and

WHEREAS, funds have not been appropriated to install such a BDA System, and paying for the services of a contractor to do so would require a mid-year appropriation of capital funds; and

WHEREAS, available capital funds remain in several approved 2022 capital projects which have been or, based on fully executed contracts, will be completed under budget.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners (Board) authorizes the mid-year budgetary reallocation within the Public Improvement Fund (Fund #401) of the \$50,000 needed to fund the installation of the BDA system at the Courthouse to enhance radio coverage within the building; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to sign the necessary documents on behalf of the County and that the Executive Director of Finance is authorized to make the necessary budget adjustments to complete this action.

S T A T E O F M I C H I G A N

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

FACILITIES MANAGEMENT – ANIMAL SHELTER ALARM PANEL

WHEREAS, upon review of current needs during a lockdown drill by law enforcement and emergency management, it was identified that the Animal Shelter is the only County building without an integrated alarm panel with remote notification capability for equipment malfunctions to Facilities Management and emergency alerts to Central Dispatch and the recommendation is to have one installed to improve safety and security; and

WHEREAS, funds have not been appropriated to install an alarm panel, and paying for the services of a contractor to do so would require a mid-year appropriation of capital funds; and

WHEREAS, available capital funds remain in several approved 2022 capital projects which have been or, based on fully executed contracts, will be completed under budget.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners (Board) authorizes the mid-year budgetary reallocation within the Public Improvement Fund (Fund #401) of the \$20,000 needed to fund the installation of an integrated alarm panel at the Animal Shelter; and

BE IT FINALLY RESOLVED that the County Administrator is authorized to sign the necessary documents on behalf of the County and that the Executive Director of Finance is authorized to make the necessary budget adjustments to complete this action.