



Calhoun County Board of Commissioners

Thursday, February 15, 2007, 7:00 p.m.
Board of Commissioners Meeting Room

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| <p>KATE SEGAL
<i>Chairperson, District 1</i></p> <p>TERRIS E. TODD
<i>Vice Chairman, District 2</i></p> <p>BETTY ARNQUIST
<i>District 3</i></p> <p>MICHAEL RAE
<i>District 4</i></p> <p>GREGORY A. MOORE
<i>District 5</i></p> <p>JASE BOLGER
<i>District 6</i></p> <p>EUSEBIO SOLIS
<i>District 7</i></p> | <ol style="list-style-type: none">1. Call to Order/Roll Call2. Invocation3. Pledge of Allegiance4. Approval of Agenda5. Approval of Minutes: January 18 and 27, 20076. Citizens' Comments7. Elected/Appointed County Officials' Comments8. Special Order of Business:<ol style="list-style-type: none">A. Special Tribute to Reggie LaGrand (TO BE PROVIDED)
(Action: Motion to Approve)B. Special Tribute to James Jenkins (TO BE PROVIDED)
(Action: Motion to Approve)C. "Black History Month" Proclamation -- <i>attachment</i>
(Action: Motion to Approve)9. Consent Agenda<ol style="list-style-type: none">A. Petitions, Communications, Reports:<ol style="list-style-type: none">(1) Resolution received from Isabella County supporting Christine Alwood for the Michigan Association of Counties Board Member at Large. (To be received and placed on file) |
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B. Resolutions:

- (1) Juvenile Justice Advisory Committee Appointments
 - {a} Pablo Lerma (Replacing Reggie LaGrand)
 - {b} Linn Miles
 - {c} Dave Roush
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10. Special Committee/Workshop/Board Reports**11. Unfinished and Old Business:**

- A. 2007 Board Rules Adoption **(TO BE PROVIDED)**
(Action: Motion to Remove from Table and Approve)

12. Petitions and New Business:

- A. County Administrator/Controller's Report
 - (1) Cognitive Education Programs Agreement -- *attachment*
(Action: Motion to Approve)
 - (2) District Court Deputy Court Administrator/Attorney Magistrate Appointment -- *attachment*
(Action: Motion to Approve)
 - (3) January 2007 Financial Statements **(TO BE PROVIDED)**
(Action: Informational)
 - (4) Miscellaneous

13. Citizens' Time**14. Commissioners' Time****15. Claims Payable Listings****16. Announcements****17. Recess**

Proclamation

J. C.

“BLACK HISTORY MONTH”

WHEREAS, February marks the beginning of Black History Month, a celebration that has existed since 1926, which provides a unique opportunity to gain a deeper understanding and knowledge of the diverse contributions of African-Americans to our country and world; and

WHEREAS, in 1926 Dr. Carter Woodson, who was determined to bring Black History into the mainstream public arena, organized the first annual Black History celebration which took place during the second week of February. Dr. Woodson chose this date to coincide with the birthdays of Frederick Douglass and Abraham Lincoln, two men who had greatly impacted the black population; and

WHEREAS, this is a time for all Americans to become more aware of the important role African-Americans maintain in our country's defense and continued development as a great international nation; and

WHEREAS, the Calhoun County Board of Commissioners would like to take this opportunity to recognize the many accomplishments and contributions of African-Americans in Calhoun County.

NOW, THEREFORE, I, Kate Segal, Chairwoman of the Calhoun County Board of Commissioners, do hereby proclaim the month of February 2006 as

“BLACK HISTORY MONTH”

in Calhoun County and urge our citizens to recognize and support the ideals of human dignity and equal opportunity to which this nation is committed and which we celebrate during this month.



Kate Segal, Chairwoman
Calhoun County Board of Commissioners

February 15, 2007

12.A. (1)

RESOLVED, that the Calhoun County Board of Commissioners approve the Agreement between Calhoun County Community Corrections and Cognitive Interventions for the period of October 1, 2006 through September 30, 2007 for continued provision of cognitive education programing for targeted inmates of the Calhoun County Correctional Facility; further, authorize the Board Chairman to execute said Agreement on behalf of Calhoun County and Calhoun County Community Corrections.



Calhoun County Community Corrections
An Agency of the Office of the Sheriff
190 E. Michigan Ave., Ste. 348, Battle Creek, MI 49014

TO: Calhoun County Board of Commissioners

FROM: Sheriff Allen L. Byam, Chairperson, Calhoun County
Community Corrections Advisory Board

DATE: January 26, 2007

RE: Cognitive Education Services

RECOMMENDED ACTION

County Commission approval is requested for the authorization of the Board Chair to sign a contract with Cognitive Interventions for cognitive education services in the Calhoun County Correctional Facility in accordance with the 2007 Comprehensive Community Corrections Plan for a one (1) year period, in the annual amount of \$24,640, and the administrative authority for the Community Corrections Advisory Board to extend the agreement for up to three one year options contingent upon continued Michigan Department of Corrections, Office of Community Corrections, funding..

BACKGROUND

The Board of Commissioners approved the 2007 Comprehensive Community Corrections Plan October 19, 2006. An element of the Comprehensive Community Corrections Plan is cognitive education for inmates of the Calhoun County Correctional Facility. This agreement will provide for two cognitive education groups in the jail. Targeted offenders include probation violators, parolees, straddle cell offenders and OUIL III's. Cognitive education is designed to reduce the severity and frequency of criminality by changing the thinking which leads to inappropriate and criminal behavior choices.

In January of 2007, the Purchasing Department issued a Request for Qualifications for cognitive education services.. The RFQ solicited statements of qualifications from area consultants with professional experience in cognitive education. One responsive statement of qualifications was received as the result of RFQ #102-07. It was received from Cognitive Interventions, a firm based in Holt, Michigan..

Cognitive Interventions initiated cognitive education groups at the Calhoun County Correctional Facility in October, 2005. Facilitators have four years experience providing cognitive self-change programming for Eaton County Community Corrections, program specific training and program experience within the Michigan Department of Corrections, including GED education and the "Thinking for a Change" cognitive program. Facilitator Thomas W. Marsh is certified as a Master Trainer for the Thinking for a Change Program, which has been adopted by Michigan Department of Corrections as the cognitive component of the Michigan Prisoner Reentry Initiative, and is currently in use at 13 MPRI pilot site prisons. Cognitive Interventions has agreed to a final work plan which is consistent with the Calhoun County Community Corrections Comprehensive Plan for 2007.

BUDGET/STAFFING IMPACTS

None. Funding for Cognitive Education is included in The Comprehensive Community Corrections Plan grant for 2007. No match is required.

pc; Brad Wilcox, Administrative Services Director
Greg Purcell, County Administrator/Controller

**AGREEMENT BETWEEN
CALHOUN COUNTY COMMUNITY CORRECTIONS
AND
COGNITIVE INTERVENTIONS**

I. STATEMENT OF PURPOSE

The following constitutes an agreement between Calhoun County Community Corrections, hereinafter referred to as the CONTRACTOR, G.W. Toeller Building, 190 E. Michigan Ave, Suite 348, Battle Creek MI, 49014-4666, and Cognitive Interventions, hereinafter referred to as the PROVIDER, 4401 Holt Road, Holt, MI, 48842, for cognitive restructuring educational services for inmates of the Calhoun County Correctional Facility.

WITNESSETH: In consideration of the mutual promises, covenants and representations herein contained, the parties hereto agree as follows:

II. STATEMENT OF WORK

- A. The PROVIDER agrees to undertake, perform, complete and deliver the following services to eligible offenders referred in accordance with the terms and conditions of this agreement:
- B. The PROVIDER shall provide cognitive education groups as the primary method to address cognitive restructuring concepts as follows:
 - 1. Two group cognitive education sessions shall be conducted per week for 1 to 1 ½ hours each for a total of 50 group sessions each per year.
 - a. One group shall be conducted per week for women.
 - b. One group shall be conducted per week for men.
 - c. Each group shall consist of no more than 15 participants.
 - 2. Orientation sessions will be conducted for each group in place of a weekly group session at the same rate as regular group sessions with no additional fees.
 - 3. The PROVIDER shall have at least two (2) facilitators conducting each group.
 - 4. Following each group session the PROVIDER shall prepare and provide Community Corrections a report which shall include the following:
 - a. Names of the facilitators of the group.
 - b. Participants' names
 - c. Record of attendance
 - d. Record of homework
 - e. Indication of participants' motivation

- f. Indication of participants' cooperation
 - g. Indication of participants' sincerity
 - h. Indication of participants' demonstrated skill
 - i. Indication of participants' interactions within the group
 - j. Brief comments as to how participant is progressing each week
2. The PROVIDER shall forward a monthly participant report to the CONTRACTOR within 10 days after the 1st. of each month..
 3. A discharge summary report shall be prepared for each participant prior to scheduled completion of the program, and shall include the following:
 - a. Participant's goals
 - b. Summary of participant's progress towards goals
 - c. Recommended follow-up as appropriate
 4. The PROVIDER shall notify the CONTRACTOR within 24 hours in writing if a participant is discontinued from the program. The written notice will enumerate the reasons for discontinuance.
- C. The PROVIDER shall agree to the following additional terms:
1. The PROVIDER shall allow free access to the group sessions for authorized representatives of the Court, the CONTRACTOR, and the Calhoun County Correctional Facility staff.
 2. The PROVIDER shall make available copies of the cognitive restructuring group program materials upon request of the CONTRACTOR.
 3. The PROVIDER shall make copies of the participants' evaluations of the cognitive restructuring group program available to the CONTRACTOR upon request.
- D. The PROVIDER shall submit a bill for services to the CONTRACTOR by the 10th day of the month following each month in which services are provided.

III. OFFENDER ELIGIBILITY

The CONTRACTOR agrees to refer up to 15 participants from offenders either sentenced and/or unsentenced. Priority will be given to repeat sentenced offenders as follows: probation violators, OWI III offenders, parolees and others. Offender participation may be mandatory or on a voluntary basis.

IV. PERIOD OF PERFORMANCE

This contract shall remain in effect from October 1, 2006 through September 30, 2007 and may be renewed, contingent upon future funding and recommendation of the Calhoun County Community Corrections Advisory Board.

V. COMPENSATION

The maximum fee for service per cognitive education group for eligible offenders is \$225.00 per group session. The maximum amount payable by the CONTRACTOR on the fee for service basis during the terms of this agreement is \$22,500.00.

This agreement in no way restricts the CONTRACTOR from initiating similar contractual agreements with other cognitive restructuring education providers as it deems necessary and appropriate for its needs.

VI. USE OF CONFIDENTIAL INFORMATION

The PROVIDER and/or PROVIDER EMPLOYEES shall not reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any PROVIDER EMPLOYEE not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Agreement. Notwithstanding the foregoing, PROVIDER may disclose the Confidential Information if required by law, statute or other legal process, provided that Provider (i) gives the CONTRACTOR prompt written notice of an impending disclosure, (ii) provides reasonable assistance to CONTRACTOR in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required.

This Agreement imposes no obligation upon the PROVIDER with respect to any Confidential Information which CONTRACTOR can establish by legally sufficient evidence: (i) was in the possession of, or was known by PROVIDER, prior to its receipt from the CONTRACTOR, without an obligation to maintain its confidentiality; or (ii) is obtained by PROVIDER from a third party having the right to disclose it, without an obligation to keep such information confidential.

As used in this Agreement, Confidential Information means all information that the CONTRACTOR is required or permitted by law to keep confidential.

VII. TERMINATION

Immediate termination by CONTRACTOR of this agreement may result from unsatisfactory performance by the PROVIDER of the existing contract terms and conditions. Termination by either party will be upon 30 days written notice, following a vote of the duly convened Community Corrections Advisory Board or by the PROVIDER.

VIII. PRINCIPAL CONTACTS

Principal contacts for matters relating to the terms and conditions of the Agreement are:

FOR THE CONTRACTOR

Roselynn Goff, Manager
Calhoun County Community Corrections
An Agency of the Office of the Sheriff
190 E. Michigan Ave., Ste. 348
Battle Creek, MI 49014
269-969-6671

FOR THE PROVIDER

Russell Nisse, Owner
Cognitive Interventions
4401 Holt Road
Holt, MI 48842
517-819-5132

VIII. GENERAL TERMS AND CONDITIONS

- A. The PROVIDER shall comply with all applicable federal, state and local laws, rules and regulations.
- B. The PROVIDER shall abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, being sections 37.2101 et seq. Of the Michigan Compiled Laws, or the Michigan Persons with Disabilities Act. P.A. 1976, No. 220, being sections 37.1101 et seq. Of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this contract.
- C. All liability, losses, or damages resulting from claims, demands, costs, or judgments arising out of personal and/or bodily injuries or property damage resulting from the acts, omissions or negligence of the PROVIDER, the PROVIDER'S officers or employees in carrying out the obligations of the PROVIDER under this Agreement shall be the responsibility of the PROVIDER, including reasonable attorney fees, and shall not be the responsibility of the CONTRACTOR. It is, however, expressly understood and agreed that nothing herein shall be construed as a waiver of any governmental immunity the CONTRACTOR has provided by statute or modified by Court decisions which shall be asserted to the maximum extent possible.

D. The PROVIDER agrees to meet the following insurance requirements:

1. **Workers' Compensation Insurance:** The PROVIDER shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance:**
The PROVIDER shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability 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) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
Additional Insured:
3. The insurance certificates for the Commercial General Liability Insurance, as described above, shall include an endorsement stating that the following shall be *Additional Insured*: Calhoun County - all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
4. **Cancellation Notice:** Workers' Compensation Insurance, General Commercial Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to:

Benjamin Miller, Chairperson
Calhoun County Board of Commissioners
315 Green Street
Marshall, MI 49068
5. **Proof of Insurance Coverage:** The PROVIDER shall provide the CONTRACTOR at the time the contracts are returned by him/her for execution, certificates and policies as listed below:
 - a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance.
 - b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance
 - c. If so requested, Certified Copies of all policies mentioned above will be furnished.

6. If any of the above mentioned coverages expire during the term of this contract, the PROVIDER shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date.
- E. The waiver of any party of a breach of any provision contained in this Agreement shall not operate nor be construed as a waiver of any subsequent breach.
- F. Unless otherwise provided herein, this Agreement, including any rights, benefits, or duties, shall not be assignable by either party without the prior written consent of the other party. The terms and conditions for this Agreement are binding upon the parties and their respective successors and authorized assigns.
- G. This Agreement and any documents incorporated herein, constitutes the entire agreement of the parties unless subsequently amended by written agreement.
- H. This Agreement shall not be construed to establish any employer/employee or principal/agent relationship between the CONTRACTOR and the PROVIDER. The relationship between the CONTRACTOR and the PROVIDER is that of an independent contractor; and, therefore, the CONTRACTOR is not liable for any type of taxes, insurance, or workers' compensation.

COGNITIVE INTERVENTIONS

Angela French
Witness

Date: 11/20/06

Russell Nisse
Russell Nisse, Owner

Date: 11/20/06

CALHOUN COUNTY COMMUNITY CORRECTIONS ADVISORY BOARD

[Signature]
Witness

Date: Nov 22, 2006

Allen L. Byam
Allen L. Byam, Board Chairperson

Date: NOV 22, 2006

CALHOUN COUNTY BOARD OF COMMISSIONERS

Witness

Date: _____

Benjamin Miller, Board Chairperson

Date: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/15/06
PRODUCER CSAC Brian Songer 6250 W. Michigan Ave. Ste. B Lansing, MI 48917	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Cognitive Interventions 4401 Holt Rd. Holt, MI 48842	INSURERS AFFORDING COVERAGE INSURER A: Michigan Placement Facility INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOG				EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	not issued	proposed 11/17/06	11/17/07	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: x-x-small;">WC STATUTORY LIMITS</td> <td style="font-size: x-x-small;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 300,000</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 300,000
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E.L. EACH ACCIDENT	\$ 100,000												
E.L. DISEASE - EA EMPLOYEE	\$ 100,000												
E.L. DISEASE - POLICY LIMIT	\$ 300,000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER Calhoun County Community Correction Building GW Toeller 190 E. Michigan, Ste. 348 Battle Creek, MI 49014	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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12. A. (2)



The HONORABLE BOARD OF COMMISSION
CALHOUN COUNTY, MICHIGAN

RESOLUTION

RESOLVED:

WHEREAS, Chief Judge John R. Holmes appointed Robert D. Nickels as Deputy Court Administrator/Attorney Magistrate for the Tenth District Court;

WHEREAS, the Deputy Court Administrator/Attorney Magistrate is a budgeted position within the Tenth District Court;

WHEREAS, M.C.L. 600.8501(1) states that attorney magistrates shall be appointed by the judges of the district and the appointment shall be subject to approval by the county board of commissioners.

NOW, THEREFORE, BE IT RESOLVED, that the Calhoun County Board of Commissioners approve the appointment of Robert D. Nickels as Deputy Court Administrator/Attorney Magistrate, for the Tenth District Court.

**Declared adopted by the
CALHOUN COUNTY BOARD OF COMMISSIONERS**

Kate Segal, Chairman

Date

Resolution No.

FEB 6 2007