

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 – 7/12/22

Thursday, July 14, 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 Jim Storey

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING: None

COMMUNICATIONS: Attached

APPROVAL OF MINUTES:

June 23, 2022

PUBLIC PARTICIPATION:

ADDITIONAL AGENDA ITEMS:

APPROVAL OF AGENDA:

PRESENTATIONS:

PROCLAMATIONS:

INFORMATIONAL SESSION:

Mark Witte, Director—Community Mental Health Authority (OnPoint)

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
mdyoung@
allegancounty.org

CONSENT ITEMS:

1. Motion to approve of claims paid and to incorporate into proceedings of the Board (7/1/22 & 7/8/22 & 7/15/22)
-

DISTRICT 5
Tom Jessup
269-637-3374
tjessup@
allegancounty.org

ACTION ITEMS:

1. None
-

DISTRICT 6
Gale Dugan
269-694-5276
gdugan@
allegancounty.org

DISCUSSION ITEMS:

1. Energy Independence/Solar Panel Farms (Commissioner Thiele)
 2. Board of Commissioners—Resolution authorizing Election pursuant to Public Act 69 of 2005
 3. *Auto Insurance Reform (TABLED 6/9/22)
 4. *Sheriff's Department—award Inmate Meals & Inmate Commissary Services Bids (214-524/214-525)
-

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”

NOTICE OF APPOINTMENTS & ELECTIONS:

1. 911 Policy & Procedure Board (A)
 - a) Township Supervisor Representative—term expires 7/31/22
 - b) Fire Chief Representative (East Side)—term expires 7/31/22
 - c) Fire Chief Representative (West Side)—term expires 7/31/22
 - d) Medical Control Representative—term expires 7/31/22

ELECTIONS:

1. Commission on Aging
 - a) One Member At-Large Representative—term expired 12/31/22
2. Economic Development Commission
 - a) One Arts & Culture Representative—term expired 12/31/21 [Application REC 7/8](#)
 - b) One Mfg./Industry Representative—term expired 12/31/21
 - c) One Real Estate/Development Representative—term expired 12/31/22
 - d) One Recreation/Tourism Representative—term expires 12/31/22
 - e) One Non-Profit Representative—term expires 12/31/22 [Application REC 7/5](#)

APPOINTMENTS:

1. Brownfield Redevelopment Authority
 - a) One Representative—term expires 12/31/19 [Application REC 3/24](#)
2. Parks Advisory Board
 - a) One Representative—term expires 12/31/22
3. 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 Dean Kapenga
- Informational Session: Chad Catalino, Director—Office of Public Defender
- Motion to approve of claims paid and to incorporate into proceedings of the Board (7/22/22 & 7/29/22)

REQUEST FOR PER DIEM/MILEAGE:

BOARDS AND COMMISSIONS REPORTS:

ROUND TABLE:

CLOSED SESSION: None scheduled

ADJOURNMENT: Next Meeting – Thursday, July 28, 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: 71422, 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: 71422

<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

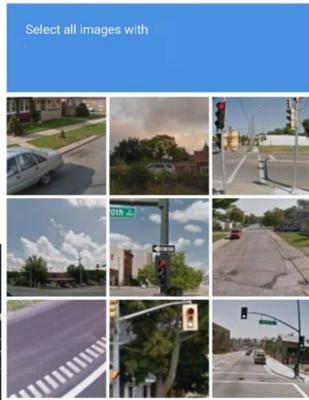
First Name *

Last Name *

Email Address *

Confirm Email Address *

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1. Enter name and email

2. Click this box

3. Answer challenge question

4. Click when done.

STEP 3: This Window will appear when connected.



STEP 4: Adjust audio settings (if needed)

The screenshot shows the Zoom application interface. On the left, a vertical menu lists various settings: General, Video, Audio, Share Screen, Virtual Background, Recording, Statistics, Feedback, Keyboard Shortcuts, and Accessibility. A blue arrow labeled '1' points to the 'Audio' option in this menu. A second blue arrow labeled '2' points to the 'Remote Audio' option in a sub-menu that is open at the bottom of the screen. This sub-menu lists: 'Remote Audio' (checked), 'Same as System', 'Test Speaker & Microphone...', 'Leave Computer Audio', and 'Audio Settings...'. The main 'Settings' window is open to the 'Audio' tab, showing options for Speaker (Test Speaker, Remote Audio), Output Level, Volume, Microphone (Test Mic), Input Level, and Volume. There are also checkboxes for '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', and 'Sync buttons on headset'. An 'Advanced' button is visible at the bottom right of the settings window. The background shows a meeting agenda with items like 'Economic Development - Greg King, Director' and '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)'. At the bottom of the screen, there are icons for Chat, Raise Hand, and Q&A.

STEP 5: Raise hand to be recognized to speak.

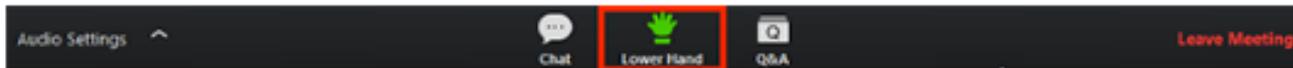
- Once “Raise Hand” is clicked, the Board Chairperson will receive notice and may UNMUTE your microphone when ready and verbally recognize you to speak.

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 County Services Building, including address, phone, fax, and website. Below the header, the document is titled "BOARD OF COMMISSIONERS MEETING – AGENDA" and lists items for District 1, 2, 3, and 4, including a "Virtual Meeting – Connectivity Instructions Attached" and a "1PM CALL TO ORDER" section. At the bottom of the document viewer, it shows "PAGE 1 OF 2" and "251 WORDS". Below the document viewer is a Zoom meeting control bar with icons for "Audio Settings", "Chat", "Raise Hand", and "Q&A". A red "Leave Meeting" button is located in the bottom right corner of the control bar, with a large blue arrow pointing to it.

Resolution



At a Regular Session of the Calhoun County Board of Commissioners, held in Board Chambers, Calhoun County Building, 315 West Green Street, Marshall, Michigan, on Thursday, June 16, 2022, with Chair Steve Frisbie presiding, the following action was taken:

WHEREAS, Zillow has spearheaded legislation to undermine the integrity of the Register of Deeds and Treasurers offices across the state of Michigan greatly reducing revenues needed to fund the daily operation of both offices; and

WHEREAS, Zillow, a for profit corporation, is asking the State of Michigan legislature to pass legislation that will provide them ALL the records of the Calhoun County's taxpayers from the Treasurer's offices at a huge discount or in some instances 100% free of charge; and

WHEREAS, Zillow will then sell those records for profit putting our constituents at a higher risk of fraud or theft while placing the burden to fund the offices on the taxpayers of Calhoun County; and

WHEREAS, The Michigan Association of Counties, the Michigan Association of County Treasurers and the Michigan Association of Register of Deeds all bipartisan organizations, unanimously oppose this bill;

THEREFORE, BE IT RESOLVED, That the Calhoun County Board of Commissioners stand in solidarity with the Calhoun County Register of Deeds and the Calhoun County Treasurer to oppose HB 4730 (2021) and any other pending or future bills that would allow corporations to data' mine records for profit while placing the burden on Calhoun County taxpayers;

BE IT FURTHER RESOLVED, That a copy of this resolution in opposition to the above bills be forwarded to the Speaker of the House of Representatives, Senate Majority Leader, and the Governor of the State of Michigan.

Opposition to HB 4730 (2021) – Zillow Bill

Res.118-2022

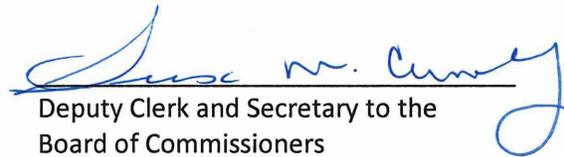
“Moved Comr. Vette, second by Comr. Smith to approve the Resolution in Opposition to HB 4730 (2021) by Consent Agenda, as presented.”

On a voice vote.
Motion **CARRIED**.

STATE OF MICHIGAN)
) SS
COUNTY OF CALHOUN)

I, Susan M. Connolly, Calhoun County Deputy Clerk and Secretary to the Board of Commissioners, do hereby certify that the foregoing is a true and complete copy of Board Resolution No.118-2022, adopted by the Calhoun County Board of Commissioners on June 16, 2022, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunder affixed my signature and seal of the County of Calhoun on this 16th day of June 2022.


Deputy Clerk and Secretary to the
Board of Commissioners

Dated: June 16, 2022



TO THE HONORABLE BOARD OF COMMISSIONERS OF BERRIEN COUNTY approves the following:

RESOLUTION

WHEREAS, the Michigan No-Fault Auto Insurance Reform Act of 2019 (PA 21 & 22) introduced a fee schedule/cap, which took final effect on July 1, 2021, but is being applied retroactively, setting percentage limits on how much residential care facilities, home health care providers, and other persons can be paid or reimbursed for providing treatment or care to auto accident victims; and

WHEREAS, the reimbursement rates under the Michigan Auto Insurance Fee Schedule now allows residential care facilities, home health care providers and other persons who lawfully render treatment to receive 200% of what Medicare reimburses, regardless of limitation, 55% of a providers Charge Description Master (CDM) as of January 1, 2019 and/or if the preceding two obligations are not met, 55% of a providers average charges for which they received payment on January 1, 2019; and

WHEREAS, as a result of the statutory changes, Michigan Auto Insurance companies are paying providers 45% less than what they were receiving in January 2019 and as a result, home health care providers are being reimbursed between \$14-\$18 per hour and payments to a family-provided attendant is restricted to 8 hours of care per day regardless of need; and

WHEREAS, these fee caps also affect the auto accident victims who are receiving long-term care and rehabilitation paid for by the Michigan Catastrophic Claims Association (MCCA); and

WHEREAS, even though lifetime medical benefits are still guaranteed under the 2019 Michigan Auto-Insurance Reform Act, for those injured prior to 2019 and for those who purchase Unlimited Personal Injury Protection (PIP) policies under the new law, these benefits are extremely reduced due to fee schedules and caps; and

WHEREAS, there were many Berrien County residents, and their families, benefitting from services pertaining to their care, recovery, and rehabilitation from catastrophic injuries that now have limited coverage under the new law costing them the care they had previously paid for.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable reimbursement cap based on an existing Government payers (Medicaid, Veterans Affairs, etc.) for residential care facilities, and home health providers, and families regardless of number of hours worked, who provide medically necessary care to auto accident victims.

BE IT FURTHER RESOLVED that the Berrien County Clerk is requested to forward copies of the adopted resolution to the Governor, Legislators, and the other 82 counties in Michigan.

BERRIEN COUNTY BOARD OF COMMISSIONERS

Mamie L. Yarbrough
Ezra A. Scott
David Vollrath
Robert P. Harrison

R. McKinley Elliott
Jon Hinkelman
Julie Wuerfel
Michael J. Majerek

Teri Sue Frechling
Jim Curran
James R. Martin
Rayonte D. Bell

**COUNTY OF BRANCH
BOARD OF COMMISSIONERS**

Resolution # 2022-03

RESOLUTION OPPOSING MICHIGAN HOUSE BILLS 4729, 4730, 4731 & 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA has spearheaded legislation to undermine the integrity of the Register of Deeds' and Treasurer's offices across the state of Michigan, which will greatly reduce revenues needed to fund the daily operation of both offices, and

WHEREAS, the legislation that Zillow is lobbying for would require Register of Deeds and Treasurer offices across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, Branch County and the taxpayers of Michigan will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices, and

WHEREAS, if these Bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records, and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what the Register of Deeds and Treasurer Offices can charge for parcel cards, and would burden Branch County and other Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations, and

WHEREAS, if these Bills become law, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Branch County and other Michigan residents at a higher risk for fraud and theft, and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731 & 4732.

THEREFORE, BE IT RESOLVED, that the Branch County Board of Commissioners OPPOSE the Michigan House Bills 4729, 4730, 4731 & 4732, as private corporations should not benefit financially from public records at the expense of Michigan taxpayers, and

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor Gretchen Whitmer, the Speaker of the Michigan House of Representatives, the Majority Leader of the Michigan Senate, Senator Mike Shirkey, Representative Andrew Fink, the Michigan Association of Counties, the Michigan Association of County Treasurers, the Michigan Association of County Clerks and the Michigan Association of Register of Deeds

On Roll Call:

Ayes: Kolcz, Matthew, Houtz, Hazelbaker, Stoll - 5

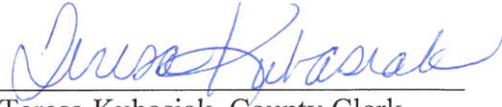
Nays: 0

RESOLUTION ADOPTED:



Timothy Stoll, Chairperson
Branch County Board of Commissioners

Dated: 6-22-2022



Teresa Kubasiak, County Clerk
Branch County

Dated: 6/22/22

Ontonagon County Board of Commissioners

Courthouse, 725 Greenland Road

Ontonagon, MI 49953

Telephone (906) 884-4255

Fax (906) 884-6796

Chairperson: Carl Nykanen

Vice Chairperson: John Cane

Commissioners: Richard Bourdeau

Robert Nousiainen

Marlene Broemer

RESOLUTION 2022-04

RESOLUTION OPPOSING MICHIGAN HOUSE BILLS 4729, 4730, 4731, & 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA, has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the State of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require Register of Deeds and Treasurer Office across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, the taxpayers will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these Bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for parcel cards, and would burden Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731, & 4732.

THEREFORE, BE IT RESOLVED, that Ontonagon County Board of Commissioners OPPOSE Michigan House Bills 4729, 4730, 4731, & 4732, as private corporations should not benefit financially from public records at the expense of Michigan taxpayers; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to Governor Gretchen Whitmer, Speaker of the Michigan House of Representatives, Majority Leader of the Michigan Senate, Senator Ed McBroom, Representative Jack Bergman, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League.

Motion offered at a regular meeting of the Ontonagon County Board of Commissioners, June 21, 2022 by Commissioner Nousiainen supported by Commissioner Broemer.

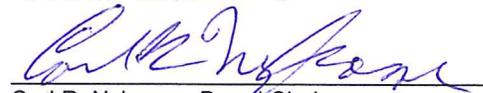
AYES: Nousiainen, Broemer, Cane & Nykanen

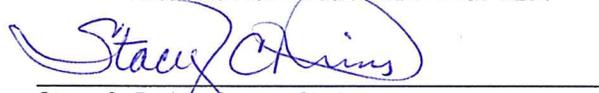
NAYES: None

ABSTENTIONS: None

ABSENT: Bourdeau

RESOLUTION DECLARED ADOPTED:


Carl R. Nykanen, Board Chair


Stacy C. Preiss, County Clerk



BERRIEN COUNTY
BOARD OF COMMISSIONERS
RESOLUTION #B22061991
June 30, 2022

Honoring Forrest "Nick" Jewell

WHEREAS, Berrien County Policy #ADM-1260 dated November 11, 2002, provides the purpose and procedure of honoring and recognizing distinguished servants of Berrien County; and

WHEREAS, Forrest "Nick" Jewell was nominated to be honored in this manner in recognition of his (36) thirty-six years of law enforcement service for the residents of Berrien County, with 23 years as the Berrien County Sheriff; and

WHEREAS, per Policy #ADM-1260, the Memorialization Advisory Committee met on Thursday, June 16, 2022 to review the application and unanimously endorsed the recognition of Forrest "Nick" Jewell.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Berrien County Board of Commissioners, in honor of Forrest "Nick" Jewell's years of distinguished service to Berrien County, the State of Michigan, and the United States of America, authorize naming the Emergency Operations Center in the Emergency Management/Homeland Security Division of the Berrien County Sheriff's Office the:

*Forrest "Nick" Jewell
Emergency Operations Center*

BE IT FURTHER RESOLVED while the current location of the center is at the 2100 Empire Facility, the name shall remain without regard to the physical location of the center.

Respectfully submitted,
BERRIEN COUNTY BOARD OF COMMISSIONERS

R. McKinley Elliott, Chairman

Robert P. Harrison

Mamie L. Yarbrough

Julie Wuerfel

Rayonte D. Bell

Jon Hinkelman

Jim Curran

Teri Sue Freehling

David Vollrath

James R. Martin

Michael J. Majerek

Ezra A. Scott

JACKSON COUNTY BOARD OF COMMISSIONERS
RESOLUTION 06-22.14
A Resolution Opposing Michigan House Bills 4729, 4730, 4731, and 4732

The Board of Commissioners of the County of Jackson, State of Michigan, states:

WHEREAS, Zillow, a for-profit corporation based in Seattle Washington has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the state of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require Register of Deeds and Treasurer Offices across the state of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, the taxpayers will be responsible for the costs for providing these records and for the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these bills become law, they would impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for parcel cards and would burden Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills, 4729, 4730, 4731 and 4732.

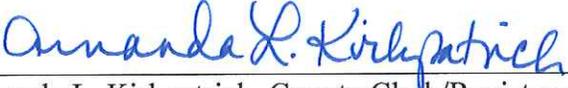
THEREFORE BE IT RESOLVED the Jackson County Board of Commissioners opposes Michigan House Bills 4729, 4730, 4731 and 4732 as private corporations should not benefit financially from public records at the expense of Michigan taxpayers; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Gretchen Whitmer, the Speaker of the Michigan House of Representatives, Senate Majority Leader Mike Shirkey, Representative Julie Alexander, Representative Sarah Lightner, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan


James E. Shotwell, Jr., Chairperson
Jackson County Board of Commissioners
June 21, 2022

STATE OF MICHIGAN)
) SS.
COUNTY OF JACKSON)

I, Amanda L. Kirkpatrick, the duly qualified and acting Clerk of the County of Jackson, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the County Board of Commissioners of the County of Jackson, State of Michigan, at a regular meeting held on June 21, 2022, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, and that, the minutes of said meeting were kept and will be or have been made available as required by said Act.



Amanda L. Kirkpatrick, County Clerk/Register of Deeds

RESOLUTION

NO: 2022-06-069

LIVINGSTON COUNTY

DATE: June 13, 2022

Resolution Optimizing Election Integrity as it Pertains to the Acceptance of Unregulated Private Monies for Funding Elections – Board of Commissioners

WHEREAS, Livingston County through the Board of Commissioners has the authority to accept or reject a proposed donation/grant to the County in the form of cash, personal property, and real property; and

WHEREAS, funding and managing elections has always been a government function, not a private one, and for good reason. Private organizations are not subject to the laws for public employees and institutions — they are not required to hold public hearings, cannot be monitored via open-records requests and other mechanisms of administrative and financial transparency, are not subject to the normal checks and balances of the governmental process, and are not accountable to citizens if the public disapproves of their actions; and

WHEREAS, while Livingston County did not accept private funding, considering election irregularities across our nation, it is appropriate to implement a new County policy to eliminate any future possibility of private monies being used to skew elections in our County.

THEREFORE, BE IT RESOLVED that the Livingston County Board of Commissioners affirms that funding and managing elections is a government function, not a private one.

BE IT FUTHER RESOLVED that prior to acceptance or any other action including provision of a donation/grant receipt, County Departments shall submit any proposed donation/grant of cash or personal or real property for use in, or purposes of funding and managing elections to the Board of Commissioners for consideration of whether such donation/grant shall be accepted or rejected by Livingston County. Proposed donations/grants requiring Board of Commissioner approval will be first submitted to the Finance and Asset Management Committee, and if approved by the Finance and Asset Management Committee, shall be placed on the agenda for full Board of Commissioners consideration.

BE IT FURTHER RESOLVED that it is position of the Livingston County Board of Commissioners that the Board of Commissioners shall not approve or accept the donations/grants of private monies or personal or real property to the County for use in or purposes of funding and managing elections.

BE IT FURTHER RESOLVED the Livingston County Board of Commissioners support a permanent source of state funding to directly support the local administration of elections.

RESOLUTION

NO: 2022-06-069

LIVINGSTON COUNTY

DATE: June 13, 2022

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners directs the County Clerk to send a copy of this resolution to all Michigan counties and our State Representatives, State Senator, and Members of Congress.

	#	#	#
MOVED:	B. Plank		
SECONDED:	D. Helzerman		
CARRIED:	8-0-1		

STATE OF MICHIGAN)
) §
 COUNTY OF LIVINGSTON)

I, **ELIZABETH HUNDLEY**, the duly qualified and acting Clerk of Livingston County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 13th day of June 2022, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereto affixed by official signature on this 20th day of June 2022, A.D.



Elizabeth Hundley

 ELIZABETH HUNDLEY, LIVINGSTON COUNTY CLERK



BOARD OF COUNTY COMMISSIONERS

Gogebic County

200 N. Moore St.

Bessemer, Michigan 49911

GOGEBIC COUNTY BOARD OF COMMISSIONERS RESOLUTION # 2022-7

RESOLUTION OPPOSING MICHIGAN HOUSE BILLS 4729, 4730, 4731, & 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA, has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the State of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require Register of Deeds and Treasurer Office across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, the taxpayers will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these Bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for parcel cards, and would burden Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731, & 4732.

District 1	District 2	District 3	District 4	District 5	District 6	District 7
Dan Siirila	Tom Laabs	Jim Byrns Vice Chair	Jim Lorenson Chair	Joe Bonovetz	Bob Orlich	George Peterson III

THEREFORE, BE IT RESOLVED, that Gogebic County Board of Commissioners OPPOSE Michigan House Bills 4729, 4730, 4731, & 4732, as private corporations should not benefit financially from public records at the expense of Michigan taxpayers; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to Governor Gretchen Whitmer, Speaker of the Michigan House of Representatives, Majority Leader of the Michigan Senate, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League.

Adopted this 22nd day of June, 2022

ROLL CALL VOTE:

YEAS: 5 NAYS: 0

ABSENT: 2



JAMES A. LORENSON

Chairman

District 1	District 2	District 3	District 4	District 5	District 6	District 7
Dan Siirila	Tom Laabs	Jim Byrns Vice Chair	Jim Lorensen Chair	Joe Bonovetz	Bob Orlich	George Peterson III

STATE OF MICHIGAN)

) SS

COUNTY OF GOGEBIC)

I, Ramona L. Collins, Clerk of the County of Gogebic, and the Gogebic County Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board at a regular meeting on June 8, 2022.

In witness whereof I have hereunto set my hand and affixed the Seal of the County of Gogebic, on this 23rd day of June, 2022 at Bessemer, Michigan.



Ramona L. Collins
Ramona L. Collins

District 1	District 2	District 3	District 4	District 5	District 6	District 7
Dan Siirila	Tom Laabs	Jim Byrns Vice Chair	Jim Lorensen Chair	Joe Bonovetz	Bob Orlich	George Peterson III

Kalkaska County Board of Commissioners

RESOLUTION – 2022-29

RESOLUTION OPPOSING MICHIGAN HOUSE BILLS 4729, 4730, 4731, & 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA, has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the State of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require Register of Deeds and Treasurer Office across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, the taxpayers will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these Bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for parcel cards, and would burden Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731, & 4732.

THEREFORE, BE IT RESOLVED, that Kalkaska County Board of Commissioners OPPOSE Michigan House Bills 4729, 4730, 4731, & 4732, as private corporations should not benefit financially from public records at the expense of Michigan taxpayers; and

22-6-69

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 15, 2022

RESOLUTION TO OPPOSE HB 4730

Introduced by Ways and Means Committee

Commissioner Mulder moved the approval of the following resolution. Seconded by Commissioner Pearl-Wright.

WHEREAS, House Bill 4730 would require county treasurers to provide electronic records containing any data maintained within the treasurer's office; and

WHEREAS, House Bill 4730 would burden county treasurers to provide "qualified data files" containing only one (1) piece of data out of 16 possible data items; and

WHEREAS, House Bill 4730 limits how much treasurers can charge for parcel records and would burden taxpayers with the cost of data collection provided to out-of-state, and other corporate entities; and

WHEREAS, the Michigan Association of County Treasurers, Michigan Association of Counties, Michigan Association of County Clerks, and Michigan Association of Register of Deeds oppose House Bill 4730.

NOW, THEREFORE BE IT RESOLVED, the Eaton County Commissioners calls upon the Michigan Senate to oppose efforts to adopt legislation under the current language as passed by the Michigan House of Representatives on April 27, 2022. Carried unanimously.

STATE OF MICHIGAN

COUNTY OF EATON

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Eaton County Board of Commissioners, that such resolutions were duly adopted at a regular meeting held on June 15, 2022, and that notice of such meeting was given as required by law.


Diana Bosworth, Clerk of the Eaton
County Board of Commissioners

[SEAL]

Iron County Board of Commissioners
RESOLUTION
Opposing Michigan House Bills 4829, 4730, 4731 & 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA, has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the State of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require the Register of Deeds and Treasurer Offices across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances free of any charge. As a result, the taxpayers will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these Bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for parcel cards, and would burden Michigan taxpayers with the cost to provide records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731, & 4732.

THEREFORE, BE IT RESOLVED, that the Iron County Board of Commissioners OPPOSE Michigan House Bills 4729, 4730, 4731, & 4732, as private corporations should not benefit financially from public records at the expense of Michigan taxpayers; and

BE IT FURTHER RESOLVED that a copy of this Resolution be sent to Governor Gretchen Whitmer, Speaker of the Michigan House of Representatives, Majority Leader of the Michigan Senate, Senator Ed McBroom, Representative Greg Markkanen, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds, and the Michigan Municipal League.

The foregoing resolution was moved by Commissioner PATTI PERETTO and
Supported by Commissioner JAKE CONERY.

Roll Call Vote:

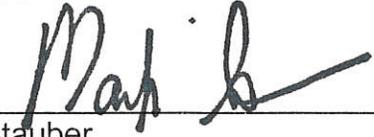
AYES: PERETTO, STAFFORD, STAUBER, CONERY, OFSDAHL

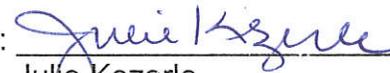
NAYES: NONE

ABSENT: NONE

Resolution Declared Adopted on 6/14/2022:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF IRON**

By: 
Mark Stauber
It's Chair

By: 
Julie Kezerle
It's Clerk





BOARD OF COUNTY COMMISSIONERS

Gogebic County

200 N. Moore St.

Bessemer, Michigan 49911

GOGEBIC COUNTY BOARD OF COMMISSIONERS RESOLUTION IN OPPOSITION TO THE PROPOSED WAGNER-PEYSER ACT RULE CHANGE – RESOLUTION #2022- 8

Whereas, the US Department of Labor (USDOL) has published a Notice of Proposed Rulemaking on Wagner-Peyser Act Staffing (Docket No. ETA-2022-0003) which would require States, with no exceptions, to use State merit staff to provide Wagner-Peyser Act Employment Service (ES) services, and,

Whereas, the proposal would reverse current federal policy that allows States maximum flexibility in staffing to provide ES services, and,

Whereas, current federal policy has allowed the State of Michigan to use local merit staff employees to deliver ES services through the local network of Michigan Works! Agencies to over 86,000 job seekers in 2021, and,

Whereas, a 1998 settlement agreement (*Michigan v Herman*) has allowed the State of Michigan to use local merit staff employees to deliver ES services through the local network of Michigan Works! Agencies to over 86,000 job seekers in 2021, and,

Whereas, our primary concern is the negative impacts of this proposal to Michiganders and the primary customers of the workforce development system - both job seekers and employers, and,

Whereas, a key benefit to greater staffing flexibility is strong local strategic relationships with businesses, higher education, nonprofits, childcare, elementary and secondary education, adult education providers, and other partners which allows for more efficient customer service to connect job seekers with in-demand jobs and training opportunities and facilitates a pipeline for those students to local employers, and,

Whereas, Southeast Michigan Community Alliance Workforce Development Board, comprised of business, labor and community leaders, is currently responsible for the effective and efficient delivery of six Michigan Works American Job Centers in Wayne County using 52 ES local staff, and this rule would take away local control of Employment Services, and

Whereas, with this required staffing model, staff and service reductions are inevitable as services currently provided by over 400 Michigan Works! staff would be reduced to approximately 100 State of Michigan staff, resulting in significantly longer wait times for job seekers and delays in services for the 32,000 businesses served annually, and,

District 1	District 2	District 3	District 4	District 5	District 6	District 7
Dan Siirila	Tom Laabs	Jim Byrns Vice Chair	Jim Lorenson Chair	Joe Bonovetz	Bob Orlich	George Peterson III

Whereas, this change would risk potential loss of several of the 99 full and satellite Michigan Works! American Job Centers across the state, and would negatively impact our constituents by decreased assistance filling job openings, reduction and elimination of job fairs, cutting of industry- led collaboratives, and decreased or no access to job training programs, and,

Whereas, limiting ES staffing to State staff, would eliminate the advantage of the streamlined current staffing model in Michigan which leverages other program funding from WIOA Title II Adult Education, SNAP, TANF, TAA, and others to supplement the Wagner-Peyser state allocation, and

THEREFORE, BE IT RESOLVED that the County of Gogebic, hereby urges the USDOL to abandon this proposed rule change, and urges Michigan Governor Gretchen Whitmer and the Michigan Congressional Delegation to support local control by the Workforce Development Boards and oppose this rule and notify the USDOL Secretary that it would have an adverse impact on the Michigan "One Stop" workforce development system,

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the U.S. Employment and Training Administration/U.S. Department of Labor, Governor Whitmer, our U.S. Legislators and State Legislators.

YAYS: 5

NAYS: 0

ABSENT: 2



JAMES A. LORENSON

Chairman

District 1	District 2	District 3	District 4	District 5	District 6	District 7
Dan Siirila	Tom Laabs	Jim Byrns Vice Chair	Jim Lorensen Chair	Joe Bonovetz	Bob Orlich	George Peterson III

STATE OF MICHIGAN)

) SS

COUNTY OF GOGEBIC)

I, Ramona L. Collins, Clerk of the County of Gogebic, and the Gogebic County Board of Commissioners, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Board at a regular meeting on June 22, 2022.

In witness whereof I have hereunto set my hand and affixed the Seal of the County of Gogebic, on this 23rd day of June, 2022 at Bessemer, Michigan.



Ramona L. Collins



District 1	District 2	District 3	District 4	District 5	District 6	District 7
Dan Siirila	Tom Laabs	Jim Byrns Vice Chair	Jim Lorenson Chair	Joe Bonovetz	Bob Orlich	George Peterson III



**STATE OF MICHIGAN
COUNTY OF LAKE
BOARD OF COMMISSIONERS**

At a regular session of the said Board, held in the Village of Baldwin, in said County, on the 22nd day of June, the following Resolution was adopted:

Resolution # 2022-06

Opposing Michigan House Bills 4729, 4730, 4731, and 4732

WHEREAS, Zillow, a for-profit corporation from Seattle, WA, has been lobbying the Michigan Legislature to pass legislation that undermines the integrity of Register of Deeds and Treasurer Offices across the State of Michigan; and

WHEREAS, the legislation that Zillow is lobbying for would require the Register of Deeds and Treasurers Offices across the State of Michigan to provide for-profit corporations copies of any official records maintained by those offices at a significant discount or in some instances for free of any charge. As a result, the tax payers will be responsible for picking up the tab for providing these records and the financial burden created by the loss of revenue for these offices; and

WHEREAS, if these bills become law, Zillow and other for-profit corporations will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they will impose new restrictions and limits on what Register of Deeds and Treasurer Offices can charge for postal cards, and would burden Michigan taxpayers with the cost to provide records to out of state entities and corporate organizations; and

WHEREAS, Zillow and other corporations will capitalize on selling publicly owned records, provided to them free of charge, while at the same time placing Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, Michigan Association of County Treasurers, Michigan Association of County Clerks, Michigan Association of Register of Deeds and the Michigan Municipal League are united in opposing Michigan House Bills 4729, 4730, 4731, and 4732,

THEREFORE, BE IT RESOLVED, the Lake County Board of Commissioners OPPOSE Michigan House Bills 4729, 4730, 4731, and 4732 as private corporations should not benefit financially from public records at the expense of Michigan tax payers; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be sent to Governor Gretchen Whitmer, Speaker of the Michigan House of Representatives, Majority Leader of the Michigan Senate, Representative Scott VanSingel, Senator Curt Vanderwall, MI Association of Counties, Michigan Association of Treasurers, Michigan Association of County Clerk's, Michigan Association of Register of Deeds and the Michigan Municipal League.

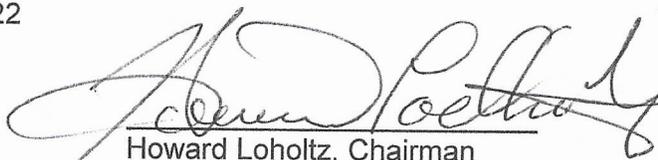
Motion by: Arquette, Seconded by: Dermeyer, to adopt the foregoing Resolution.

Ayes (name): Martin Balulis, Todd Sanders, Dermeyer, Arquette and Loholtz

Nays (name): Ø

Absent (name): Ø

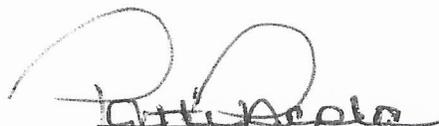
The Resolution was adopted June 22, 2022



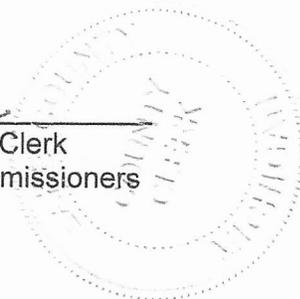
Howard Loholtz, Chairman
Lake County Board of Commissioner

STATE OF MICHIGAN)
COUNTY OF LAKE) SS

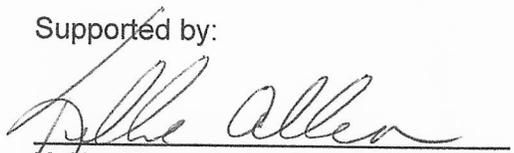
I, Patti Pacola, Lake County Clerk, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Lake County Board of Commissioner at a regular session held on June 22, 2022.



Patti Pacola/Lake County Clerk
Clerk to the Board of Commissioners



Supported by:


Kellie Allen – Lake County Treasurer
Patti Pacola – Lake County Clerk/ROD



County of Leelanau

MICHELLE L. CROCKER
Leelanau County Clerk
Clerk of the Circuit Court

EXCERPT

**Leelanau County Board of Commissioners
Regular Session - Tuesday, June 21, 2022**

...

Roll Call:	District #1	Rick Robbins	PRESENT
	#2	Debra L. Rushton	PRESENT
	#3	Lois Bahle	PRESENT
	#4	Ty Wessell	PRESENT
	#5	Patricia Soutas-Little	PRESENT
	#6	Gwenne Allgaier	PRESENT
	#7	Melinda C. Lautner	PRESENT

...

#175-06212022 Regular Session

MOTION BY LAUTNER THAT THE LEELANAU COUNTY BOARD OF COMMISSIONERS STAND IN SOLIDARITY WITH THE LEELANAU COUNTY REGISTER OF DEEDS AND THE LEELANAU COUNTY TREASURER TO OPPOSE HB'S 4729, 4730, 4731, 4732 AND STAND UP TO CORPORATIONS THAT DATA MINE RECORDS FOR PROFIT WHILE PLACING THE BURDEN ON THE LEELANAU COUNTY TAXPAYERS. ALSO, THAT THE BOARD OF COMMISSIONERS SEND A RESOLUTION (#2022-008) IN OPPOSITION TO THE ABOVE BILLS TO THE SPEAKER OF THE HOUSE OF REPRESENTATIVES, SENATE MAJORITY LEADER AND THE GOVERNOR OF THE STATE OF MICHIGAN. SECONDED BY RUSHTON.

Discussion – none.

ROLL CALL: LAUTNER – YES; ROBBINS – YES; RUSHTON – YES;

SOUTAS-LITTLE – YES; WESSELL – YES; ALLGAIER – YES; BAHLE – YES.

AYES – 7 NO – 0

MOTION CARRIED.

Leelanau County Resolution #2022-008

Resolution in Opposition to Michigan House Bills 4729, 4730, 4731, and 4732

WHEREAS, Zillow has spearheaded legislation to undermine the integrity of the Register of Deeds' and Treasurer's offices across the State of Michigan, by greatly reducing revenues needed to fund the daily operation of both offices; and

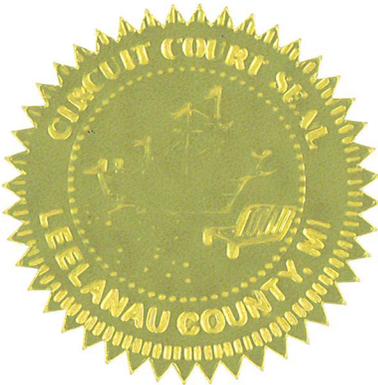
WHEREAS, Zillow, a for-profit corporation, is asking the Michigan Legislature to enact legislation that will provide them all the records of Leelanau County's taxpayers from both the Register of Deeds' and the Treasurer's offices at a huge discount, or, in some instances, 100% free of charge; and

WHEREAS, Zillow will then sell those records for a profit, putting our constituents at a higher risk of fraud or theft, while placing the burden to fund the offices on the taxpayers of Leelanau County; and

WHEREAS, the Michigan Association of County Treasurers and the Michigan Association of Registers of Deeds, both bipartisan organizations, unanimously oppose these bills.

NOW, THEREFORE, BE IT RESOLVED, that the Leelanau County Board of Commissioners stands in solidarity with the Leelanau County Register of Deeds and the Leelanau County Treasurer to oppose HB's 4729, 4730, 4731, and 4732, and against corporations that data mine records for profit while placing the cost and burden of maintaining those records on Leelanau County taxpayers; and

BE IT FURTHER RESOLVED that the Leelanau County Clerk is requested to forward copies of this 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 Leelanau County delegation to the Michigan Legislature, the Michigan Association of Counties (MAC), and the other 82 counties of Michigan as commissioner correspondence.



State of Michigan
County of Leelanau

I, Michelle L. Crocker, Clerk of said County and Clerk of Circuit Court for said County, the same being a Court of record having a seal, do hereby certify that the above is a true copy of the Record now remaining in my office and of the whole thereof. In Testimony whereof, I have hereto set my hand and affixed the seal of the Circuit Court the 27th day of June, 2022.


Michelle L. Crocker, Leelanau County Clerk

I, the undersigned, the duly qualified and acting Clerk of the County of Mecosta, Michigan (the County) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a regular meeting on the 7th day of July 2022.

IN WITNESS WHEREOF, I have hereto affixed my official signature on this 7th day of August, 2022, A.D.



Marcee M. Purcell
Mecosta County Clerk

ALLEGAN COUNTY BOARD OF COMMISSIONERS

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JUNE 23, 2022 SESSION

JOURNAL 70

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DRAFT

MORNING SESSION**JUNE 23, 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 June 23, 2022 at 9:00 A.M. in accordance with the motion for adjournment of June 9, 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 #5	TOM JESSUP
DIST #2	JIM STOREY	DIST #6	GALE DUGAN
DIST #3	MAX THIELE	DIST #7	RICK CAIN
DIST #4	MARK DeYOUNG		

PUBLIC PARTICIPATION - COMMENTS

2/ Chairman Storey opened the meeting to public participation and the following individuals offered comments:

1. Jim Wisnieski from Salem Township addressed the Board with information regarding the benefits of solar panels
2. Rachelle Smit of Martin Township introduced herself and informed the Board of Commissioners that she is running for State Representative for the 43rd District.

AGENDA - ADOPTED AS PRESENTED

3/ Moved by Commissioner Kapenga, seconded by Commissioner DeYoung to adopt the meeting agenda as presented. Motion carried by voice vote. Yeas: 7 votes. Nays: 0 votes.

AUTO INSURANCE REFORM

4/ Moved by Commissioner Thiele, seconded by Commissioner Kapenga to take the auto insurance reform off the table. Motion carried by voice vote. Yeas: 7 votes. Nays: 0 votes.

Commissioners discussed the proposed resolution to support amendment to the Michigan Auto Insurance Reform Act.

Moved by Commissioner Dugan, seconded by Commissioner Kapenga to receive a legislative report regarding auto insurance reform. Motion carried by roll call vote. Yeas: Kapenga, Storey, DeYoung and Dugan. Nays: Thiele, Jessup and Cain.

Moved by Commissioner Thiele, seconded by Commissioner Kapenga to call the question. Motion carried by roll call vote. Yeas: Kapenga, Storey, DeYoung, Jessup and Dugan. Nays: Thiele and Cain.

Moved by Commissioner Thiele, seconded by Commissioner Kapenga to table the Auto Insurance Reform resolution pending a response from Senator Nesbitt. Motion carried by roll call vote. Yeas: 7 votes Nays: 0 votes

BREAK - 11:20 A.M.

5/ Upon reconvening at 11:30 A.M., the following Commissioners were present: Commissioner Kapenga, Storey, Thiele, DeYoung, Jessup, Dugan and Cain. Absent: None.

WATER AND SEWER PROJECTS UPDATE

6/ Administrator Sarro presented an update for the water and sewer project.

Moved by Commissioner Dugan, second by Commissioner Cain to accept the following language to be inserted into the letter. Motion carried by voice vote. Yeas: Kapenga, Storey, DeYoung, Jessup, Dugan and Cain. Nays: Thiele.

Water Quality/Availability Projects

Through input from local units, it is noted that some areas within the County do have accessible and reliable broadband, primarily in the cities where population may be denser. As such, broadband expansion may not be the top priority for those local units. Upon demonstrating reliable broadband is highly accessible (at least 90%|95% availability by provider maps or other reliable data) to households and businesses within a local unit, a local unit may submit a request for County ARPA funds for an already planned “shovel-ready” water quality/availability project. I

Moved by Commissioner Dugan, seconded by Commissioner Kapenga to approve the letter as presented with modifications for distribution. Motion carried by roll call: Yeas: Kapenga, Storey, DeYoung, Jessup, Dugan and Cain. Nays: Thiele.

Allegan County
Administrator
Robert J. Sarro



County Services Building
3283 – 122nd Avenue
Allegan, MI 49010
269.673.0203

MEMORANDUM

June 24, 2022

TO: Allegan County Local Units

FROM: Robert J. Sarro, County Administrator

CC: Jill Dunham, Broadband Project Manager
Randy Rapp, Environmental Health Manager

RE: **ARPA Update/Broadband & Water Study Projects (Shovel Ready)**

Project Updates:

On May 20, 2021, Allegan County posted a public notice to solicit input on potential uses of American Rescue Plan Act (ARPA) funding. Based on that process and information collected through venues (e.g. studies, citizen surveys, meeting participation) Broadband and Water Quality/Availability were selected as the focus areas for use of ARPA funds and were adopted as part of the County's strategic plan. Subsequently, a Water Study Workgroup (WSW) and Broadband Action Workgroup (BAW) were established.

Broadband

On August 8, 2021, the BAW held its first meeting. Currently, the BAW meets twice a month on the 1st & 3rd Thursday of each month @ 4PM.

Since the BAW convened last August, it has been working hard on a comprehensive strategy to develop a county-wide broadband plan. Steps taken, or currently in progress, include:

- The BAW assisted County Administration in hiring a Project Manager. Jill Dunham, Broadband Project Manager, has been leading the project since February 2022.
- Jill has met with many local units, if not all, through individual and collective meetings. This helped create an understanding of the status of broadband projects throughout the County.
- The BAW has hosted various presentation opportunities for area providers to share their plans for broadband expansion and the current status of their services.
- A survey has been deployed to seek input on broadband accessibility and reliability from the view of citizens. To date, over 1,500 responses have been received.
- A request for proposal (RFP) for county-wide broadband expansion has been in development and is set to be released in the coming months. The release is contingent upon receipt of data from the Connect Michigan initiative. Connect Michigan is currently in the County collecting data relating to the availability of

broadband infrastructure and services. An estimated date for release of the data by Connect Michigan has not been provided.

Based on input received over the past several months, significant gaps in reliable broadband accessibility still remain, particularly in less dense areas of the County. Generally, local level plans have not been developed to address these gaps and there are not “shovel-ready” projects waiting for implementation. As such, the County-wide RFP is the best approach to expand broadband and develop a comprehensive plan to do so.

However, the County has identified an area (Lee Township) that has put extensive efforts prior to ARPA to develop a plan for broadband expansion and is ready for implementation once funding is received. On June 9, 2022, the Board of Commissioners, in an effort to avoid duplication of efforts, earmarked County ARPA funds for Lee Township up to the amount of local ARPA funds Lee Township received. The goal is to leverage these joint funds to acquire additional funding through the state and federal governments. Lee’s plans will be included in the county-wide comprehensive plan. With this decision, the Board is opening the opportunity to all Allegan County local units to notify the County of a shovel-ready broadband project that a local unit may have already planned and may not have been brought to the County’s attention (see Local Project Funding section).

If a broadband project does not already exist at the local unit level, planned and ready-to-go, a local unit may automatically be included in the county-wide RFP and County ARPA funds may be allocated through that process to expand broadband in that area.

Water Study

On February 4, 2022, the WSW held its first meeting. Currently the WSW meets twice a month on the 1st & 3rd Wednesday of each month @ 2PM.

Since the WSW convened in February, it has been working hard on a comprehensive strategy to address water quality and availability in Allegan County. Steps taken, or currently in progress, include:

- Review and consideration of local projects, studies, efforts and potential for individual well replacement/repair.
- Review of the County’s groundwater quality and availability study (Phase 1).
- Development of a recommendation to proceed with a groundwater quality and availability study/screening (Phase II) – Approved by the Board of Commissioners on June 9.
- Development of recommendation to proceed with groundwater monitoring wells – Approved by the Board of Commissioners on June 9.
- Establishing goals and timelines for the development of a county-wide short and long range plan for water quality and availability. This plan will assist in endeavors to apply for additional state and federal funding opportunities.

Local Project Funding:

Procedurally, if a local unit has a shovel-ready broadband or water project (if the local unit has at least 90% broadband availability), they may submit those to the workgroup project manager listed in the applicable section below. Submitted projects **must**:

1. align with goals (Attachment A) set by the County through its Strategic Plan established for each workgroup (alignment will be determined at the County's sole discretion),
2. be shovel-ready (funding that would move the project forward quickly), this means the project must already be past the planning phase and ready to immediately proceed to implementation once funding is secured (e.g. engineered plans are already developed, bidding documents are already developed),
3. be subject to the following financial provisions:
 - a. expenses related to projects or phases of a project that were incurred prior to March 3, 2021, will not be eligible;
 - b. all funds will be distributed in strict adherence with ARPA requirements, in the most administratively efficient manner at the determination of the County and commensurate with the nature of the particular project (e.g. funds may be distributed to the local unit with an interlocal agreement or directly to a vendor/service provider via agreement);
 - c. any project expenses covered by County ARPA funds must be obligated by December 2024 and expensed by December 2026;
 - d. a contribution of local unit funds is required, (ARPA, General Fund, or Special Revenue Funds, no external funding sources such as grants will be matched);
 - i. The County may, at its determination, provide a match (1 to 1 match not to exceed the ARPA amount your local unit received **or** the local unit contribution, whichever is less).
 - ii. The County will only use County ARPA funds towards project funding match requests to the limit of available County ARPA funds.
4. be requested by **July 29, 2022**. All project requests will be reviewed and considered by **September 9, 2022**.

Upon receipt of a request, the project manager will place on the applicable workgroup's meeting agenda for review and recommendation. The recommendation of the workgroup, and County Administration (generally these are coordinated through the workgroup meetings) will be sent to the Board of Commissioners for final consideration.

Broadband

If your local unit has a shovel-ready broadband project ready to immediately implement, and the project meets the eligibility listed above, please contact:

Broadband Project Manager:

Jill Dunham

jdunham@allegancounty.org

3283 122nd Avenue

Allegan, MI 49010

(269) 673-0588

Water Quality/Availability Projects

Through input from local units, it is noted that some areas within the County do have accessible and reliable broadband, primarily in the cities where population may be denser. As such, broadband expansion may not be the top priority for those local units. Upon demonstrating reliable broadband is highly accessible (at least 90% availability by provider maps or other reliable data) to households and businesses within a local unit, a

local unit may submit a request for County ARPA funds for an already planned “shovel-ready” water quality/availability project.

Funding requests for groundwater and water-related projects (including sewer to the degree such project will impact water quality) must demonstrate an enhancement of, protection of, improvements to, or mitigation of groundwater quality and/or groundwater quantity (availability) and be submitted to

Environment Health Manager:

Randy Rapp
rrapp@allegancounty.org
 3255 122nd Avenue
 Allegan, MI 49010
 (269) 673-5411

along with the following information:

1. Requestor information. Include the name of the local unit of government requesting the funds, and the name and contact information of the person authorized to make such a request on behalf of the local unit of government. Note that any infrastructure proposed to be installed under this request must be owned by the requesting unit of government.
2. Project Description. Include all pertinent information necessary to describe the scope of the project. Such information must include (as applicable), but is not limited to, items such as population affected by the project, sewer related specifications, number of customers affected, well flow rates, pipe length, location, etc. Maps and diagrams should be included.

Note: Requestors who have previously submitted requests to the County need not re-submit the Project Description. However, all other items 3 through 5 are requested to be submitted to insure that the County has a complete package.

3. Impact to Water Quality and Quantity. Provide a narrative justifying how the proposed project will enhance, protect, improve or mitigate water quality, and/or water quantity (availability). Requests that cannot demonstrate this criteria will not be considered for funding.
4. Project Schedule. Provide estimated project start and completion. Include design and construction as separate dates if applicable. Identify when the funds are desired to be appropriated.
5. Funding Ask. State the exact amount of funds requested. Provide a cost estimate with line items to justify the amount of funds requested. Include in the cost estimate only those line items directly related to the impact to water quality and quantity. Example: if the request is for a water supply line, do not include in the cost estimate line items for road paving, guardrails, sidewalk repair, etc.

Please contact my office if you have questions or concerns regarding this process.

Thank you!

Broadband Action Workgroup Goals:

- Step 1 – Upon verification of eligibility through the ARPA funds or identification/allocation of alternative funds, hire a directly employed or contracted project lead (and possibly team) to lead the project and deliver results for Board approved Specific, Measurable, Actionable, Realistic, Time-based (S.M.A.R.T.) goals.
- Step 2 – Consider partners, technical professionals, and other stakeholders to serve as an advisory resource to the project team.
- Step 3 – Gather necessary and relevant data to form S.M.A.R.T. goals.
- Step 4 – Consider plans, proposals, legislative initiatives and other resources to establish and implement plans for increased accessibility.

Water Study Workgroup Tasks and Deliverables:

1. Review the final Allegan County Groundwater Study, conducted by Hydrosimulatics, Inc. and submitted to the Board on March 25, 2021.
2. Provide regular updates to the Board and a final written summary of observations and recommendations of the workgroup, within one-year of the appointment of its members, relative to the study content (and any other aspects of Allegan County's current and future state relative to water quality, including recommendations for how the County (as a geographic area) should proceed with next steps (if any) and provide particular focus on Hydrosimulatics, Inc. recommendation to pursue an interactive Decision Support System. All recommendations must be specific as to the management/oversight model, funding, root need/issue to be addressed and expected results of any next steps to be considered.
3. The Allegan County Health Department will participate in the discussions of the work group and will provide administrative support, guidance and expertise.
4. As an ad-hoc workgroup, the work of the group will be considered complete upon the delivery of item number 2 above.

2023 BUDGET - FUNDING PARAMETERS

7/ Administrator Sarro discussed budget funding for 2023. Discussion followed and Commissioners requested that Administration provide budget proposals for review at a future meeting.

PUBLIC PARTICIPATION - NO COMMENTS

8/ 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 JUNE 23, 2022 AT 9:00 A.M.

9/ Moved by Commissioner Dugan, seconded by Commissioner DeYoung to adjourn until July 14, 2022 at 9:00 A.M. The motion carried by roll call vote and the meeting was adjourned at 11:53 A.M. Yeas: 7 votes. Nays: 0 votes.

AFTERNOON SESSION**JUNE 23, 2022 SESSION - INVOCATION, PLEDGE OF ALLEGIANCE, ROLL CALL**

10/ 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 June 23, 2022 at 1:00 P.M. in accordance with the motion for adjournment of June 9, 2022, and rules of this Board; Vice Chairman Kapenga presiding.

The invocation was offered by District #6 Commissioner Dugan.

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 - Absent	DIST #6	GALE DUGAN
DIST #3	MAX THIELE	DIST #7	RICK CAIN
DIST #4	MARK DeYOUNG		

COMMUNICATIONS

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

1. Resolutions from Cass, Cheboygan, Iosco and Missaukee counties opposing Michigan House Bills 4729, 4730, 4731, 4732
2. Berrien County resolution recognizing Juneteenth as a holiday for 2022

JUNE 9, 2022 SESSION MINUTES - ADOPTED

12/ Moved by Commissioner Thiele, seconded by Commissioner Cain to approve the minutes for the June 9, 2022 session as distributed. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

PUBLIC PARTICIPATION - NO COMMENTS

13/ Vice Chairman Kapenga 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

14/ Moved by Commissioner Dugan, seconded by Commissioner Cain to adopt the meeting agenda as presented. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

INFORMATIONAL SESSION - PROBATE COURT

15/ Probate Register Jonathon Blair presented the 2021 Annual Report for the Allegan County Probate Court. Full report can be found on the county website (www.allegancounty.org) under Connect and then Annual Reports.

ADMINISTRATIVE REPORTS

16/ Administrator Sarro noted his written report was submitted to Commissioners.

FINANCE COMMITTEE - CLAIMS & INTERFUND TRANSFERS

17/ WHEREAS, Administration has compiled the following claims for June 17, 2022 and June 24, 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.

June 17, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	85,531.87	85,531.87	
Park/Recreation Fund - 208	3,746.74	3,746.74	
Friend of the Court - Coop. Reimb. – 215	243.64	243.64	
Friend of the Court – Other - 216	774.25	774.25	
Brownfield Redevelopment Auth. - 243	224,100.00	224,100.00	
Register of Deeds Automation Fund - 256	134.16	134.16	
Indigent Defense Fund - 260	15,464.00	15,464.00	
Justice Training Fund - 266	1,290.38	1,290.38	
Sheriffs Contract – Wayland Township - 286	1,232.07	1,232.07	
Transportation Fund – 288	220.86	220.86	
Child Care Fund - 292	4,126.07	4,126.07	
Veterans Relief Fund - 293	43.95	43.95	
Senior Services Fund - 298	20,424.13	20,424.13	
Capital Improvement Fund - 401	9,081.01	9,081.01	
CIP – Youth Home Building Fund – 492	1,910.25	1,910.25	
Tax Reversion - 620	14,524.00	14,524.00	
Fleet Management/Motor Pool - 661	66.02	66.02	
Self-Insurance Fund - 677	83.75	83.75	

Drain Fund - 801	46,931.96	46,931.96	
TOTAL AMOUNT OF CLAIMS	\$429,929.11	\$429,929.11	

June 24, 2022

	TOTAL AMOUNT CLAIMED	AMOUNT ALLOWED	AMOUNT DISALLOWED
General Fund – 101	26,623.46	26,623.46	
Friend of the Court - Coop. Reimb. – 215	3,763.54	3,763.54	
Health Department Fund -221	25,927.24	25,927.24	
Solid Waste/Recycling - 226	66,919.13	66,919.13	
Brownfield Redevelopment Auth. - 243	1,885.00	1,885.00	
Multi-Agency Collab. Committee - 245	523.83	523.83	
Animal Shelter - 254	6,631.00	6,631.00	
Register of Deeds Automation Fund - 256	544.28	544.28	
Palisades Fund - 257	549.24	549.24	
Indigent Defense Fund - 260	1,228.02	1,228.02	
Grants - 279	920.00	920.00	
Transportation Fund – 288	80,741.93	80,741.93	
Child Care Fund - 292	6,454.86	6,454.86	
Senior Services Fund - 298	161,129.01	161,129.01	
Capital Improvement Fund - 401	3,929.80	3,929.80	
Delinquent Tax Revolving Fund - 516	177.00	177.00	
Self-Insurance Fund - 677	20,000.00	20,000.00	
Drain Fund - 801	1,422.43	1,422.43	
TOTAL AMOUNT OF CLAIMS	\$409,369.77	\$409,369.77	

THEREFORE BE IT RESOLVED that the Board of Commissioners adopts the report of claims for June 17, 2022 and June 24, 2022.

Moved by Commissioner Dugan, seconded by Commissioner Thiele to adopt the report of claims for June 17, 2022 and June 24, 2022. Motion carried by roll call vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

BOARD OF COMMISSIONERS—APPROVE DEPUTY MEDICAL EXAMINERS

18/ WHEREAS, in accordance with the County's Medical Examiner Services Contract the Allegan County Board of Commissioners (Board) must approve Deputy Medical Examiners designated by the Contractor.

THEREFORE BE IT RESOLVED that the Board hereby approves the Chief Medical Examiner's designation of Dr. Ed Donoghue effective June 27, 2022, and Dr. Anna Tart effective August 22, 2022, as Deputy Allegan County Medical Examiners; and

BE IT FINALLY RESOLVED that Dr. Elizabeth Douglas is removed from her previous appointment of Deputy Medical Examiner of Allegan County effective June 3, 2022 due to resignation.

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

INFORMATION SERVICES – AWARD CISCO NETWORK SWITCH PROCUREMENT

19/ WHEREAS, \$28,000 was budgeted in the 2022 Information Services Operational budget (#101-228) for network switch replacement; and

WHEREAS, given the large number of switches needing replacement this year, an additional \$25,000 in capital funds was requested and appropriated by the Board of Commissioners in 2022 (#401 – CIP Public Improvements Fund); and

WHEREAS, quotes were solicited to confirm that Sentinel Technologies is able to offer the County preferred pricing on CISCO network switches which exceeds the discounts offered through the State MiDEAL cooperative purchasing agreement from other vendors; and

WHEREAS, the cost for ten switches including seven year licensing is \$59,420 of which \$8,348.47 in licensing costs for years two through six can be spread to future budgets reducing the total 2022 expenditures to \$51,071.43 which is less than the \$53,000 in available 2022 capital funds.

THEREFORE BE IT RESOLVED that the Board of Commissioners awards the quote to Sentinel Technologies, Inc. P.O. Box 85080 Chicago, IL 60680 for the not to exceed cost of \$59,420 for the procurement of ten network switches and licenses (Project #1018-22); and

BE IT FINALLY RESOLVED that the County Administrator and/or the Board Chairman are authorized to negotiate a final contract and 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.

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

AREA AGENCY ON AGING OF WESTERN MICHIGAN (AAWM)—APPROVE MULTIYEAR PLAN (MYP) FY2023-2025

20/ WHEREAS, the Area Agency on Aging of Western Michigan's Multi-Year Plan (MYP) will secure funding for services and programs to help older adults in Allegan County from October 1, 2022 to September 30, 2025; and

WHEREAS, the MYP will be presented before the AAAM Board of Directors on June 27, 2022; and

WHEREAS, on June 15, 2022, the Allegan County's Commission on Aging (COA) reviewed this plan and recommends the Board approve the MYP.

THEREFORE BE IT RESOLVED, that in accordance with all statutes and policies governing the AAAM, the Allegan County Board of Commissioners supports the MYP for FY2023-25, as presented.

Moved by Commissioner Thiele, seconded by Commissioner Cain to approve the resolution as presented. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

BOARD OF COMMISSIONERS—OPPOSE HOUSE BILLS 4729, 4730, 4731, 4732

21/ WHEREAS, Zillow has spearheaded legislation to undermine the integrity of the Register of Deeds and Treasurer Offices across the State of Michigan, which will greatly reduce revenues needed to fund the daily operation of both offices; and

WHEREAS, Zillow, a for profit corporation, is lobbying the State of Michigan legislature to pass legislation that will provide them copies of any official records maintained by both the Register of Deeds' and the Treasurers' offices at an insignificant fee or, in some cases, 100% free of charge; and

WHEREAS, if these Bills become law, Zillow will have the ability to demand the manner in which the Register of Deeds and Treasurer must provide copies of official records; and

WHEREAS, if these Bills become law, they would impose new restrictions and limits on what the Register of Deeds and Treasurer Offices can charge for parcel cards; and

WHEREAS, the burden to fund the Register of Deeds and the Treasury Departments would fall more heavily on the taxpayers of Allegan County due to providing official records to out-of-state entities and corporate organizations; and

WHEREAS, Zillow will profit on selling publicly owned records, provided to them free of charge, while at the same time placing Allegan County and other Michigan residents at a higher risk for fraud and theft; and

WHEREAS, the Michigan Association of Counties, the Michigan Association of County Treasurers, Michigan Association of County Clerks, the Michigan Municipal League, the Michigan Association of Register of Deeds, and bipartisan organizations, are united in opposing Michigan House Bills 4729, 4730, 4731, 4732.

THEREFORE BE IT RESOLVED that the Allegan County Board of Commissioners stand in solidarity with the Allegan County Clerk/Register of Deeds and the Allegan County Treasurer to oppose Michigan House Bills 4729, 4730, 4731, 4732 and stand up to corporations that data-mine and benefit financially from public records at the expense of the taxpayers; and

BE IT FINALLY RESOLVED that a copy of this resolution in opposition to the above bills be forwarded to Governor Gretchen Whitmer, Speaker of the Michigan House of Representatives, Majority Leader of the Michigan Senate, Senator Nesbitt, Representative Johnson, Representative Whiteford, the Michigan Association of Counties, the Michigan Association of County Treasurers, the Michigan Association of County Clerks, the Michigan Association of Register of Deeds, and the Michigan Municipal League.

Moved by Commissioner Dugan, seconded by Commissioner Cain to approve the resolution as presented. Motion carried by voice vote. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

PUBLIC PARTICIPATION - NO COMMENTS

22/ Vice Chairman Kapenga opened the meeting to public participation and as there were no comments from the public, he closed the meeting to public participation.

FUTURE AGENDA ITEMS

23/ Commissioner Thiele requested to add Energy Independence/Solar Panel Farm as a future agenda item.

ADJOURNMENT UNTIL JULY 14, 2022 AT 1:00 P.M.

24/ Moved by Commissioner Cain, seconded by Commissioner Thiele to adjourn until July 14, 2022 at 1:00 P.M. The motion carried by voice vote and the meeting was adjourned at 1:51 P.M. Yeas: 6 votes. Nays: 0 votes. Absent: 1 vote.

Chief Deputy Clerk

Board Chairperson

Minutes approved during the 00/00/2022 Session

DRAFT



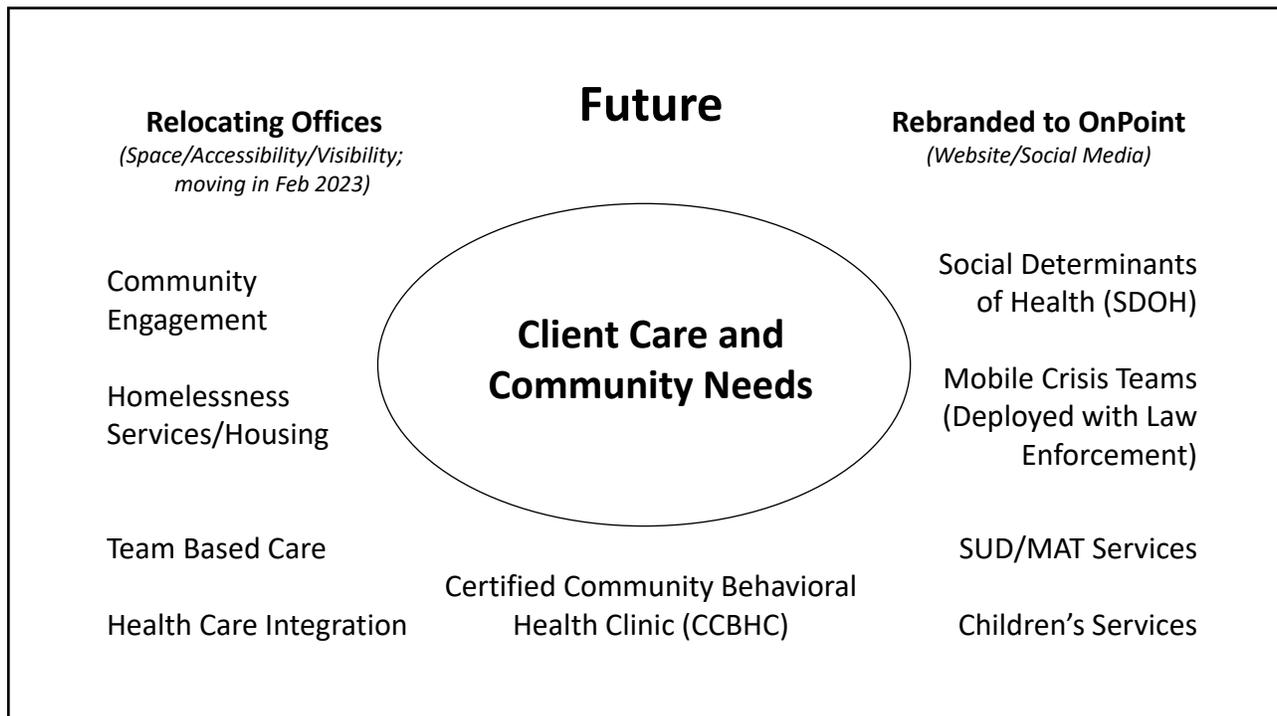
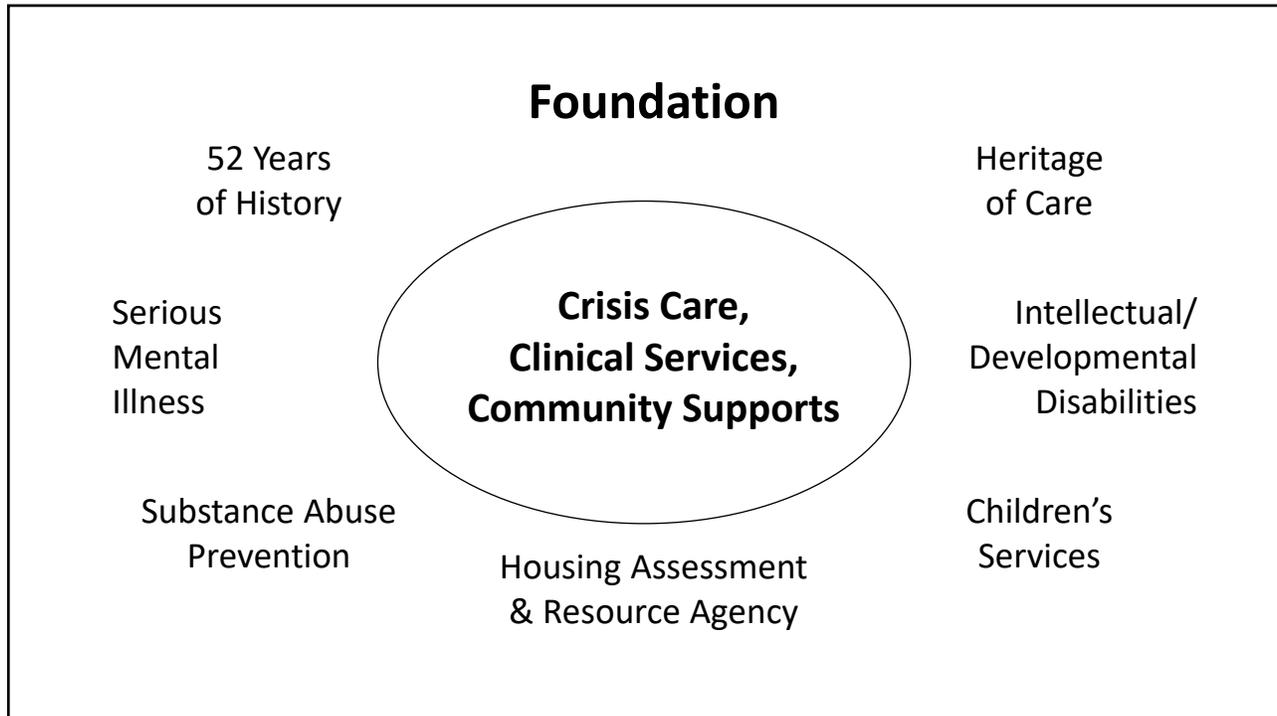
*(formerly Allegan County
Community Mental Health Services)*

Annual Presentation for the Allegan County Board of Commissioners

July 14, 2022

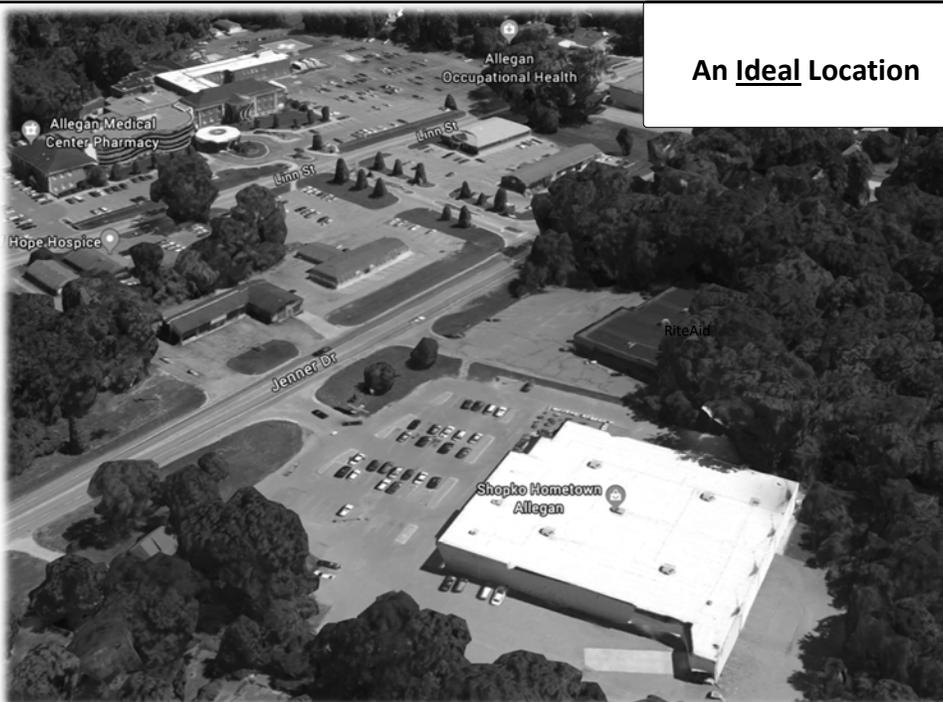
Today's Topics

- **Heritage, History, and Future**
- Facility Renovation and Move
- Modernizing Our Identity
- Programming Directions – CCBHC
- Q & A



Today's Topics

- Heritage, History, and Future
- **Facility Renovation and Move**
- Modernizing Our Identity
- Programming Directions – CCBHC
- Q & A





When Purchased

Timeline

- 01/19 – Awareness of Closure
- 03/19 – Dialogue with Owner
- 04/19 – USDA Loan Planning
- 05/19 – ShopKo Closes
- 06/19 – Fundraising Campaign?
- All 2019 – Architectural Planning
- 08/19 – Sales Agreement
- 03/20 – Pandemic hits, slows, \$
- 12/20 – USDA Commitment



Timeline

- 06/21 – Contractor Bid/Choice
- 06/21 – “Value Engineering”
- 07/21 – ARPA to Govt Units
- 12/21 – \$2.5m Supplemental via MEDC to Close Funding Gap
- 12/21 – USDA Finalizes Loan
- 01/22 – Close, Groundbreaking
- 01/22 – Construction Started



Timeline

----- FUTURE -----

- 12/22 – Construction Finishes
- 01/23 – Haworth Installations
- 02/23 – Open House/Move In



Today's Topics

- Heritage, History, and Future
- Facility Renovation and Move
- **Modernizing Our Identity**
- Programming Directions – CCBHC
- Q & A

Modernizing Our Identity

SINCE 1970

Allegan County Community Mental
Health Services



HOWEVER

- Do way more than “just” mental health
- Service array is evolving
- Complex, not well understood
- Stigma is real – prevents care when it is needed most

Modernizing Our Identity

- We provide services to adults, adolescents, children, families, including special populations such as veterans to address serious mental illness, substance use disorders, autism and other serious emotional disturbances, intellectual and developmental disabilities, homelessness services, and to promote community wellness
- Several CMH's around the state have rebranded



Modernizing Our Identity

- Branding is a process of (re)association
 - It takes hold in time
 - Requires active promotion
- New name/logo
- New message/meaning
- Supported by new signage, print materials, social media and an updated website



Today's Topics

- Heritage, History, and Future
- Facility Renovation and Move
- Modernizing Our Identity
- **Programming Directions - CCBHC**
- Q & A

Programming Directions - CCBHC

- CCBHC – Certified Community Behavioral Health Clinic
 - BiPartisan Champions: Senators Stabenow (D-MI) and Blunt (R-MO)
 - Basically makes the service array we have in MI available across the country
 - Supports expansion of core services beyond those with Medicaid
- OnPoint awarded \$2m x 2 yr federal CCBHC expansion grant late 2021
 - Earlier expansion grantees* have become state demonstration grant partners
 - CCBHC demonstration to become part of MI's Medicaid State Plan, sustained in the future through a prospective payment system (PPS) vs. current grant.

*some grantees were private agencies in SE Michigan – policy debate on their role in state plan vs. CMHSP's like OnPoint

Programming Directions - CCBHC

Keys Takeaways for Allegan County:

- Expanded crisis response services for adults & kids – including mobile
- Access to OnPoint services by those with less intensive needs and/or insurance funding (we will bill)
- Over the two years of the grant:
 - More services for those needing integrated primary care
 - More substance use disorder services (including medication assisted treatment for people with opioid use disorders)
 - More proficiency in delivering foundational evidence-based practices: trauma-informed care (TIC) and motivational interviewing (MI)

Conclusion

- OnPoint is building on the foundation of 52 years of caring, professional service delivery to the people of Allegan County
- OnPoint is constantly redesigning our access processes, service offerings, and physical facility for maximum individual, family and community benefit
- OnPoint is advancing our mission in the county under a new brand identity that emphasizes a dedication to right service and a willingness to step forward to address community needs

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 7/1/22, 7/8/22, 7/15/22; 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 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 7/1/22, 7/8/22, 7/15/22 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

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

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.

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

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

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

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.

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

BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEGAN

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

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; 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.

REQUEST FOR ACTION - PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 000-000 RFA Date: 6/13/2022 RFA Submitted By: Valdis Kalnins

PROJECT/SERVICE: Inmate Meal Services
Project/Service Description: Contracted servcie to procure, prepare and serve daily meals to inmates housed by the County.
Project/Contract # 1365-22 Contact Name: Charity Cummins
Department: Sheriff's Office Contact Info: ccummins@allegancounty.org

PROCUREMENT METHOD: Public Solicitation / RFP
4 Firms invited to bid and bidding opportunity posted to County Website. 3 Bids Received

CONTRACT AWARD: Estimated at about \$290,000 in year 1; \$930,000 over the 3-year contract term. Exact costs will vary with the Average Daily Inmate Population.
Parties - County and: Summit Food Servcies, LLC.
Contract Duration: 3 years
Evaluation Team: Charity Cummins, Scott Matice, Frank Baker, Valdis Kalnins
References Checked: Yes Debarred: No

FUNDING SOURCE: Budgeted Operational Funds - Sheriff' Office

AWARD THRESHOLD: CAO - Ongoing Budgeted Contract Renewal

NEW CONTRACT SUMMARY: New County Agreement with modifications

Summary of Changes:

Contractor requested a mutual non-hire provision of each other's employees without permission from the other party (Sec. 10); the addition of a 15 day cure period before default (Sec. 11); and mutual confidentiality language allowing for an exception when disclosure is required by law (Sec. 16). Language changes were reviewed and approved by Assistant Corporation Counsel, and incorporated into the final version of the Agreement.

BID PRESENTATION FOR PROJECT #: 1365-22

Date: 6/16/2022

Project Name: **Inmate Meal Services**

Advertised: County website and invitations to bid

Service Area: **Sheriff's Office**

of Firms Invited to Bid: 4

Award Recommendation: Summit Food Services

of Bids Received: 3

Award Criteria: Lowest estimated cost, satisfactory proposal and references

VENDOR TABLE	Vendor 1	Vendor 2	Vendor 3
Company Name	Summit Food Services	Tigg's Canteen Services	Cellmate Solutions
Company Address1	500 E. 52nd Street N.	353 S. Michigan Ave	905 N. Church Street
City, State, Zip	Sioux Falls, SD 57104	Coldwater, MI 49036	Tekonsha, MI 49092

COST TABLE (ranges based on expected low and high projections of Average Daily Population)

Estimated Year 1 Cost Range	\$268,450 to \$306,053	\$305,505 to \$357,846	Proposal Non-responsive
Estimated Year 2 Cost Range	\$289,926 to \$330,537	\$321,273 to \$374,326	No Pricing Provided
Estimated Year 3 Cost Range	\$313,120 to \$356,980	\$337,041 to \$393,160	
TOTAL Estimated Cost Range	\$871,497 to \$993,569	\$963,819 to \$1,125,332	



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Inmate Meal Services Contract #1365-22

This contract packet incorporates the following documents:

Inmate Meal Services Agreement.....	2
Attachment A – Scope of Work.....	8
Exhibit A – ACCC Policies and Procedures – Kitchen	15
Attachment B – Cost Proposal.....	17
Attachment C – Contractor’s Proposal	19

Inmate Meal Services Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and **Summit Food Service, LLC.**, 500 East 352nd Street North, Sioux Falls, South Dakota, 57104 (“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor 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. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) 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 commence on July 25, 2022 and remain in effect through June 30, 2025 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing.

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 Contractor.

Contractor may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving 180 days’ written notice to the County.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor 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. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. **Worker’s Compensation Insurance**: Contractor 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 Contractor’s insurance policy.

B. Commercial General Liability Insurance: Contractor 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 Contractors 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: Contractor 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, Contractor 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, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor 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, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

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

7. Indemnification

To the fullest extent permitted by law, Contractor 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 Contractor'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 Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section will survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

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

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor 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 Contractor 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

Contractor 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 Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor 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 Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. Party Employees

During the Term of this Agreement and for twelve months thereafter, Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County and the County shall not hire any Contractor employee to perform any of the services covered by this Agreement without written authorization from the Contractor.

11. Default

Upon default by Contractor, County will allow Contractor 15 days to implement a cure barring any external factors that may cause a longer delay. In the event Contractor fails to cure the default within the agree-upon time period, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other remedies.

12. Endorsement Prohibition

Contractor 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

Contractor 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. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, 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, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor 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 Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

The County 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 Contractor, and therefore the County agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of Contractor unless the County is required to disclose such information by law.

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor 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 Contractor 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

Contractor 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 Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

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

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors 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 Contractor from future bidding opportunities.

29. 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:

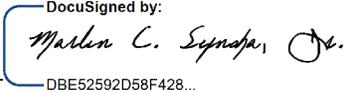
1. This Inmate Meal Services Agreement
2. Attachment A – County’s Scope of Work issued with RFP on 3/1/2022
3. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
4. Attachment C – Contractor’s Proposal received and opened by County on 3/29/2022

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.

Contractor:

County:

DocuSigned by:

 DBE52592D58F428...

Sign: _____

Name: Marlin C. Sejnoha, Jr.

Name: Robert J. Sarro

Title: President and CEO

Title: Allegan County Administrator

Date: 6/13/2022

Date: _____

Attachment A – Scope of Work

1. OVERVIEW

- 1.1 Contractor shall operate a food service at the Allegan County Corrections Center (ACCC) to prepare and provide all meals for jail inmates.
- 1.2 The ACCC is located at 640 River Street, Allegan, MI 49024.
- 1.3 The ACCC has a rated capacity of 225 beds.

2. SERVICE DELIVERY GOALS

In delivering services to the County, Contractor shall:

- 2.1 Be familiar with and deliver services in a manner consistent with, all applicable rules contained in the Michigan Department of Corrections - Administrative Rules for Jails and Lockups (MDOC-ARJL Section 791.719 through 791.723) as they may be amended from time to time.
- 2.2 Abide by all other applicable local, state, national and federal guidelines applicable to preparing and delivering meals in a correctional facility.
- 2.3 Comply with ACCC Policy and Procedure Section 2-22 (Exhibit A) as it may be amended from time to time establishing a standard for the general operations of the kitchen facility and meals provided therein for the inmates of the ACCC.
- 2.4 Develop, document, implement, maintain and regularly review such internal policies, procedures, plans and statistics as necessary to deliver high quality services to inmates of ACCC.
 - 2.4.1 All Contractor policies written or otherwise governing Contractor personnel delivering services at ACCC that assign any responsibility to ACCC corrections officers or inmate workers shall be discussed with the Sheriff or their designee before implementation and reviewed on an annual basis.
 - 2.4.2 All operational and service delivery policies must be mutually agreeable to the Sheriff or their designee and Contractor.
- 2.5 Operate with a high degree of communication, accountability, transparency, and feedback towards the County to ensure issues are addressed in a timely and collaborative manner and both internal and external performance reviews and operational audits result in minimal findings.
- 2.6 Operate in a cost-effective manner with full reporting and accountability to the Sheriff or their designee.
- 2.7 Maintain a collaborative and cost efficient working relationship with all other contractors providing services to ACCC.
- 2.8 Operate and manage its services to provide nutritious meals while maintaining high standards of quality, sanitation, and cleanliness.
- 2.9 Operate and provide services in a humane manner with respect to inmate's rights.

3. USE OF JAIL KITCHEN

- 3.1 The County shall allow Contractor to use the fully equipped Jail Kitchen with adequate equipment including refrigerated and non-refrigerated storage to carry out the duties and responsibilities outlined in this scope of work.
- 3.2 All equipment and items of equipment found in the Jail kitchen at the beginning of this Agreement or subsequently furnished by the County to equip the Jail Kitchen are the sole property of the County.
- 3.3 Contractor agrees not to change, deface, or remove any symbol or mark of identity upon any equipment or items of equipment furnished by the County.
- 3.4 Contractor shall not use the Jail Kitchen to prepare meals for any other facility, program or client without the express written permission of the County.
- 3.5 Contractor shall arrange for and cover the costs of all necessary permits and be available for any kitchen inspections that may be required by law. Contractor shall promptly address any findings.

4. EQUIPMENT MAINTENANCE

- 4.1 The County shall maintain the kitchen facility and its equipment in a safe, operating condition such that no Contractor employee is exposed to or subjected to any unsafe situation which would violate OSHA, including but not limited to the general duty and the specific duty clauses thereof, or any other similar Federal, state, or local law or regulation.
- 4.2 The County shall maintain (including replacement of expendable parts), repair and replace kitchen equipment and facilities at its own expense subject to Contractor's duty to exercise reasonable care in the use thereof.
- 4.3 Should equipment provided by the County become inoperative, hazardous, or inefficient to operate, Contractor shall, as soon as practical, notify the Sheriff or their designee of the issue in writing and set up a meeting to discuss and develop a mutually agreeable action plan for resolution.
- 4.4 If Contractor and the Sheriff are unable to come to a mutual agreement or the agreed upon action plan for resolving the issue is not followed, Contractor may escalate the issue to the County Administrator for final resolution.

5. STAFFING

- 5.1 Contractor shall hire, manage, supervise and compensate all employees necessary to efficiently and effectively deliver the services described in this scope of work ensuring each has the necessary professional training, licenses and certifications as may be needed to perform their duties and responsibilities.
- 5.2 All Contractor personnel providing services at the ACCC must pass a criminal record check, drug test, tuberculosis test and have an up-to-date immunization record before beginning work under this Agreement. Contractor must arrange for these checks and tests at Contractor's own expense.
- 5.3 Contractor shall provide Jail Administrator with the names; results of criminal record checks, drug tests and tuberculosis tests; immunization records; and any other relevant

information requested by the Jail Administrator of all Contractor personnel performing services at ACCC at least seven days prior to the start date of this Agreement for existing personnel or intended start date at ACCC for new employees hired after the start date of this Agreement.

- 5.4 The Jail Administrator shall schedule and arrange orientation and training of Contractor's employees in all applicable ACCC policies and procedures. Contractor personnel must be cleared by Jail Administrator before performing duties at ACCC under this Agreement.
- 5.5 Contractor's personnel shall follow all security procedures and health protocols established by the Sheriff as well as comply and observe all applicable rules and regulations concerning conduct on the premises which the County imposes upon Contractor's employees.
- 5.6 Contractor shall provide training to their personnel on working in a correctional facility, proper and safe use of kitchen equipment and handling of substances with Material Safety Data Sheets.
- 5.7 The Sheriff or their designee reserves the right to carry out independent criminal record checks, as well as request drug testing, tuberculosis testing and/or copies of immunization records of any Contractor personnel at any time throughout the life of this Agreement. The County will pay the costs of any requested checks and tests.
- 5.8 The County shall have the right to inspect or search all employees and agents of Contractor, their property and belongings while upon County property, without prior warning at any time. The County shall have the right to refuse access of any person to the secured areas of the jail.
- 5.9 Contractor shall provide all employees reporting to the ACCC for work, a Photo ID and standard uniform.
- 5.10 Contractor must provide an on-site supervisor during the operation of the kitchen.
- 5.11 The County acknowledges that Contractor's pricing is based on the having Contractor's staff assisted by inmate workers. As such, the County, through the ACCC, will make a good faith effort to make up to six inmate workers available to Contractor on a regular basis to assist in preparing inmate meals. Ultimately though, it is Contractor's responsibility to perform under this Agreement should inmate workers be unavailable for work due to factors such as, but not limited to, lockdown, quarantine or a shortage of inmate workers eligible to work in the kitchen.
- 5.12 Inmate workers are provided at no cost to Contractor and may not receive any compensation from Contractor.
- 5.13 The County will replace any disruptive inmate worker at Contractor's request as soon as feasible.

6. MENUS

- 6.1 Contractor shall have an established menu and submit changes in menu requests to the Jail Administrator at least fourteen days in advance.
- 6.2 Contractor must notify the Jail Administrator via email whenever an item on the menu is replaced by an alternate item with an explanation for the substitution.
- 6.3 Standard daily meals to be prepared by Contractor include a cold breakfast, hot lunch and hot dinner.
- 6.4 Menus and portion sizing approved by Jail Administrator need to be followed closely to ensure adequate calorie intake.
- 6.5 Menus must accommodate special diet meals for medical and/or religious reasons meeting minimum standards established by MDOC-ARJL Rule 791.720 - Special Diets.
- 6.6 Any meals ordered by the Jail’s Medical Services Supervisor for immediate inmate treatment must be accommodated by Contractor in a timely fashion.
- 6.7 Contractor must also provide snacks for inmates with special situations (e.g. pregnant, diabetic, on work or study release, being transferred).
- 6.8 County and Contractor may agree to menu changes as necessary.

7. MEAL PREPARATION AND DISTRIBUTION

- 7.1 Notification of daily meal types (including special meals) and counts will be provided to Contractor by County staff each morning.
- 7.2 The temperature of the refrigerator, freezer, and dishwasher shall be checked and logged by the Contractor every morning before beginning preparation of meals.
- 7.3 Inmate meal times, unless adjusted by mutual agreement, are:
 - Breakfast 7:00 a.m. and 7:30 a.m.
 - Lunch 11:30 a.m. and 12:00 p.m.
 - Dinner 6:00 p.m. and 6:30 p.m.
- 7.4 Contractor must have meals ready for delivery within 15 minutes of scheduled times.
- 7.5 Temperatures of prepared hot and cold foods (except breakfast) are expected to meet these standards and shall be measured, verified and recorded by Contractor just prior to making up trays at the food prep line.

Cold Foods	40° or below
Beef	155° or higher
Chicken	165° or higher
Pork	145° or higher
Fish	145° or higher
Reheated leftovers	165° or higher

- 7.6 Contractor is responsible for supervising its employees and any inmate workers in preparing meal trays.
- 7.7 Temperatures of prepared hot and cold foods (except breakfast) are expected to meet the following standards and shall be measured, verified and recorded by Contractor just prior to food trays leaving the kitchen for delivery to inmates:

Cold Foods	40° or below
Hot Foods	145° or higher

- 7.8 Contractor is to call control center when meals are ready for pick-up.
- 7.9 The County requires Contractor to use inmate workers to deliver all meals and snacks to inmates from the kitchen area under the escort of a corrections officer.
- 7.10 Contractor may prepare breakfast on the previous day and leave it for pick-up.
- 7.11 Food prepared by Contractor, shall at all times be subject to inspection by the County, Sheriff, Jail Administrator or their designee.
- 7.12 Contractor shall maintain a kitchen food inspection checklist, format and content to be approved by the Jail Administrator, and this checklist shall be completed, dated and signed daily by Contractor's personnel.

8. OPERATIONAL CONSIDERATIONS

- 8.1 Contractor shall procure and provide all food products necessary to provide meals and shall not use any food products that are past their expiration date in preparing said meals.
- 8.2 Contractor shall perform a monthly audit of food expiration dates and immediately dispose of any items that are past their marked expiration date.
- 8.3 Contractor shall procure and provide all expendable supplies (including, but not limited to Styrofoam cups for medical distribution and snack bags) required to prepare and serve inmate meals and otherwise perform under this contract with the exception of reusable food trays, reusable cups and reusable spoons, and ensure timely delivery of said products and supplies.
- 8.4 All service-related deliveries intended for Contractor must be scheduled to arrive during hours that Contractor has staff at the facility available to receive goods.
- 8.5 Contractor shall serve meals in reusable food trays with reusable cups and reusable spoons provided by the County.
- 8.6 Contractor shall count and verify all food trays, cups and utensils after all items are returned to the kitchen after each meal pass.
- 8.7 Contractor shall develop and maintain accountability procedures for knives and tools that are acceptable to the County. Sheriff or their designee shall review and approve.
- 8.8 Contractor shall pre-stage three days' worth of food at the ACCC available to be served to inmates in case of jail lockdown, delay in food delivery or any other type of emergency that prevents Contractor from preparing routine meals.
- 8.9 Contractor shall develop a Continuity of Operations Plan acceptable to the County for providing meals to inmates if an emergency condition lasts more than three days and prevents Contractor from using ACCC kitchen for routine meal preparation. Sheriff or their designee shall review and approve.

9. JAIL KITCHEN CLEANING

- 9.1 Contractor shall maintain the Jail Kitchen in a clean and sanitary condition at all times.
- 9.2 Contractor shall on a daily basis:

- 9.2.1 Clean all cooking utensils, mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, break room tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machines, utensil racks, and utility drawers.
- 9.2.2 Clean the freezer and refrigerator shelving, walls and floor.
- 9.2.3 Mop floors within all kitchen and storage areas.
- 9.2.4 Place trash and recycling items in the first sally port outside of the kitchen area on a daily basis for pickup by the County.
- 9.2.5 Contractor shall maintain a general kitchen inspection checklist, format and content to be approved by the Jail Administrator, to record completion of kitchen cleaning and operational activities. This checklist shall be completed, dated and signed daily by Contractor's personnel.
- 9.3 The County shall on a regular schedule:
 - 9.3.1 Provide cleaning supplies such as, but not limited to, paper towels, soap, mops as needed.
 - 9.3.2 Scrub, strip, and polish the floor in all kitchen areas.
 - 9.3.3 Clean all refrigerator and freezer fans, coils and condensers.
 - 9.3.4 Take trash and recycling items from the first sally port outside of the kitchen to the dumpster and recycling bin on a daily basis.
- 9.4 Kitchen area is subject to inspection by the County, Sheriff, Jail Administrator or their designee at all times without notice to Contractor or Contractor's on-site employees.

10. ANCILLARY SUPPORT SERVICES

- 10.1 The County shall provide and cover the costs of the following:
 - 10.1.1 Telephones and Telephone Service – the County shall support a reasonable number of telephones in the Jail Kitchen enabled with local and long distance phone service. These phones may be used by Contractor as necessary to provide the services covered by this contract.
 - 10.1.2 All utilities - electricity, gas, water, etc.
 - 10.1.3 Trash and Recycling – recycling services may or may not be arranged for by the County. If not available, recycled goods shall be treated as trash.
 - 10.1.4 Pest Control – routine and case specific
 - 10.1.5 Fire Systems - regular inspections and maintenance of all fire safety systems and equipment.
 - 10.1.6 Inmate worker uniforms.
- 10.2 Contractor shall provide and cover the costs of the following:
 - 10.2.1 All technology (hardware / software) needed to deliver inmate meal services.

11. RECORD KEEPING, REPORTING AND PERFORMANCE REVIEW

- 11.1 Contractor shall record and maintain complete and accurate records for services provided to inmates.
- 11.2 On a monthly basis, Contractor shall audit its daily kitchen food inspection checklists and general kitchen inspection checklists. This audit shall be completed by providing a letter to the Jail Administrator, signed by the Contractor's authorized representative, stating that the inmate meals were prepared and delivered within operational parameters and/or shall note any findings. Contractor shall provide the letter, along with the daily kitchen inspection checklists for the month, to the Jail Administrator for review.
- 11.3 Contractor shall coordinate with Jail Administrator to establish a regular meeting schedule at the beginning of each contract year for discussing service delivery, performance and continuous improvement.
- 11.4 All records shall be kept on file by Contractor for a period of three years (from the date the record is made, and Contractor shall, upon reasonable notice, give the County or his authorized representative the privilege at a reasonable time of inspecting, examining, and auditing during normal business hours, such of Contractor's business records which are directly relevant to the financial arrangements in this Contract. The cost of such inspection, examination, and audit will be at the sole expense of the County, and such inspection, examination, and audit shall be conducted at the Contractor's location where said records are normally maintained.

12. ADDITIONAL SERVICES

- 12.1 Upon mutual agreement, where such activities do not interfere with the delivery of inmate meals, the County at its sole discretion, may allow the Contractor to provide other services to the County such as, but not limited to meal preparation for employees, catering for events and meal preparation for other County programs.

13. CONTRACT MANAGEMENT

- 13.1 Contract Administration and Management: This Contract is administered and managed by the Allegan County Sheriff's Office & Corrections Center through the following primary point of contact:

Charity Cummins
Jail Administrator
Tel. (269) 673-0458
Allegan County Sheriff's Office and Corrections Center
640 River Street
Allegan, MI 49010

Exhibit A - ACCC Policies and Procedures - Kitchen

JAIL POLICY # 2-22, PAGE 1

JAIL POLICY # 2-22, PAGE 1

ALLEGAN COUNTY CORRECTIONAL FACILITY POLICY AND PROCEDURE	REVIEWED: 01/01/2019 REVISED: 01/01/2019 EFFECTIVE: 06/16/2000	Sec. 2-22
KITCHEN		

PURPOSE

The purpose of this policy is to establish a standard for the general operations of the kitchen facility and meals provided therein for the inmates incarcerated in this facility.

These orders are for Department use only and do not apply to any criminal or civil proceedings. The Department policy should not be construed as a creation of a higher legal standard of safety or care in evidentiary sense with respect to third party claims. Violations of these orders will only form the basis of Department administrative sanctions. Violations of law will form the basis for criminal and civil sanctions in a recognized judicial setting.

POLICY

The kitchen will run in accordance with Michigan Department of Corrections, Rules and Regulations and established Health Code Standards governing institutional food service. The kitchen will be managed by a contracted food service vendor who will be responsible for the general daily operation of the kitchen.

- I. The kitchen staff will be responsible for proper food preparation, proper nutrient content, proper serving size, and proper storage and sanitation conditions throughout the kitchen and dining room
 - A. The contracted Inmate Food Service provider will provide documentation that the facilities dietary allowances are reviewed at least annually by a dietician. Menu evaluations will be conducted at least quarterly by the contracted Inmate Food Service supervisory staff to verify adherence to the established basic daily servings.
 - B. Special diets will be reviewed and approved for any medical conditions that an inmate is currently being treated for by the Jail's contracted medical staff. Religious diets will be reviewed, and approved, by the Jail Administration if necessary.
- II. All inmates will be in their housing units prior to the beginning of serving meals, with the exception of inmate workers in the process of conducting their duties and out for court. Meals will be served daily in accordance with the schedule below.
 - A. BREAKFAST: Inmate workers and booking will be served at 6:00 a.m. and by 7:30 a.m. the delivery of meals to the inmate housing units will begin.
 - B. LUNCH: by 11:30 a.m. the delivery of meals to the inmate housing units will begin.
 - C. DINNER: by 6:00 p.m. the delivery of meals to the inmate housing units will begin.
- III. Kitchen staff will maintain a safe and secure kitchen.
 - A. The temperature of the refrigerator, freezer, and dishwasher will be checked every morning before beginning preparation of meals. A log will be kept of the temperatures.
 - B. Before any activity involving inmates occurs in the kitchen or dining room, the following will be done:

1. The kitchen In/Out doors and the doors to the food storage area will be closed and locked.
 - a. If deliveries are received, the door between the delivery sally ports will be kept closed and locked.
- C. An inventory will be kept on all utensils and kitchen instruments.
- D. Close supervision of the kitchen inmate workers will be maintained at all times.
 1. All inmates will be required to have a physical prior to being placed as an inmate worker in the kitchen.
 2. Inmate Workers and staff will follow food service sanitation practices.
- E. No inmates will be in the kitchen at night, except for those designated to be there.
- F. Inmate workers and employees will be properly trained in the safe use of all kitchen equipment they will be expected to operate.
- IV. Corrections personnel will escort kitchen inmate workers when delivering and picking up food trays.
- V. Kitchen employees who have an incident with an inmate, including inmate workers, will report the incident.
 - A. Report the incident to a corrections officer/sergeant.
 - B. Write an incident report to document the incident.
 1. List inmate(s) involved.
 2. List any witnesses.
 3. Document date, time, and location of incident.
 - C. If an inmate worker is involved, kitchen employees can request the inmate be removed from the kitchen, if necessary.
 - D. Corrections officers/sergeants will complete an incident report based on the kitchen employee's documentation.
 - E. If the inmate involved is an inmate worker, the program supervisor will be notified.
 - F. If the incident is of a disciplinary nature the inmate worker will be removed from the kitchen and placed in appropriate housing.

KITCHEN & DINING POLICY
BY ORDER OF:



FRANK L. BAKER
SHERIFF, ALLEGAN COUNTY

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.

Response To
Request For Proposal
(RFP) No. 1365-22



Allegan County Corrections Center

ORIGINAL

March 29, 2022

Detainee
Food Services

March 29, 2022

Kristin VanAtter, Project Management Specialist
Allegan County Corrections Center
3283 122nd Ave
Allegan, MI 49010



Dear Ms. VanAtter,

Summit Food Service, LLC, is pleased to submit our response to RFP#1365-22 for food services at the Allegan County Corrections Center. We are proposing a comprehensive detainee food program that meets and exceeds the quality and support required for your facility.

Nationally, Summit operates over 500+ food and commissary clients and, since 1991, Summit has operated within Michigan. Some of our key accounts are Marquette County (MI), Gladwin County (MI), Elkhart County (IN), Adams County (IL), and Washington County (AR). Through this, we have a deep understanding of all the standards and policies required by the American Correctional Association (ACA), the American Jail Association (AJA).

Since 1991, Summit has been organized to provide detainee food and commissary services within the correctional care environment. Our corporate offices, located in Sioux Falls, South Dakota, provide 24/7 support to our clients and our operating teams. We will strive to earn your business every day by providing an efficient and safe program that provides your staff and detainees with quality menus and products, well-trained and courteous staff, and industry best customer service.

For your program, we are proposing the following high value approaches:

- Summit understands and respects financial responsibility. We are pleased to present a price competitive lower cost menu to the county without a sacrifice of quality.

- Customer service-driven food program that is responsive to your needs. Employee wages designed to recruit and retain top quality staff to support your specific operation.

- We will strive to earn your business every day by providing an efficient and safe program that provides your staff and inmates with quality products, well-trained and courteous staff.

The contact persons for this proposal process are:

Trent Wright, Business Development Director | trent.wright@summitfoodservice.com | 330.587.8818
Naomi McLaughlin, Managing Director of Growth | naomi.mclaughlin@summitfoodservice.com | 605.359.1969

The following representative is authorized to commit Summit to the proposal and any contractual agreement.
Marlin C. Sejnoha Jr., President & CEO | marlin.sejnoha@summitfoodservice.com | 605.335.0825.

All information contained in this proposal is true and complete to the best of my knowledge.

Summit appreciates the opportunity to provide a very crucial service in the daily operations of your facilities and looks forward to implementing an industry leading food management program.

Marlin C. Sejnoha, Jr.
President and CEO - Summit
500 East 52nd Street North | Sioux Falls, SD 57104
605.310.4950 Mobile | Marlin.Sejnoha@summitfoodservice.com

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Statement of Confidentiality

This proposal is submitted to Allegan County for use in evaluating Summit as a Food Services Provider. This proposal contains information that is confidential and proprietary in nature. All pages are marked individually and are only to be utilized for fulfilling the terms of this agreement. Allegan County shall not duplicate, use or disclose in whole or in part any materials containing such information for any purpose except for use in the procurement process without prior written consent. This proposal and all information are guaranteed for ninety (90) days.



Section 1

19.1 Company Information

19.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

Legal Name: Summit Food Service, LLC

Year Established: 2007

Annual Revenue: \$200 Million

Summit by the Numbers



2,150+

team members
nationwide



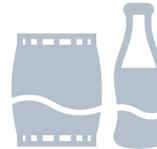
60+
years

in corrections
as a company



500+

corrections-based
organizations served



500+

products stocked
at our 6 commissary
warehouses across
the country



14,000

commissary
orders processed
each week



80+

officer and staff
dining programs

Plus



340,000+

inmate meals served daily

That's over 125 million meals each year!

19.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.

Summit Food Service Cooperate office is located: Sioux Falls, SD. Established in 2007.

Our Regional Vice President's Office: Plymouth, MI. Established in 2006.

19.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

The contact persons for this proposal process are:

Trent Wright, Business Development Director

E: trent.wright@summitfoodservice.com

P: 330.587.8818

Naomi McLaughlin, Managing Director of Growth

E: naomi.mclaughlin@summitfoodservice.com

P: 605.359.1969

19.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor 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.

Occasionally, Summit Food Service, LLC may be party to various legal actions involving claims incidental to the conduct of our business, including, but not limited to, actions by inmates, employees and third-parties. Based on information currently available, advice of counsel, the confidentiality of such actions, and available insurance coverage, Summit Food Service, LLC does not believe that any such current actions are likely to be, individually or in aggregate, material to our business financial condition, results of operations, cash flow or our ability to perform under a contract with Allegan County .Corrections Center.



Section 2

19.2 Company Experience

19.2.1 If your company currently provides meal services to other jails or similar institutions, provide the following information for up to five such jails or institutions that are most similar in nature to the ACCC.

Reference Sheet

ELKHART COUNTY SHERIFF'S OFFICE

**26861 County Road 26,
Elkhart, IN 46517
ADP: 750**

Food, Commissary, and Laundry
Captain David Lanzen
574.891.2151
dlanzen@elkhartcountysheriff.com
Contract Start Date: 2014 - Present

MARQUETTE COUNTY SHERIFF'S OFFICE

**236 W Baraga Ave
Marquette MI 49855
ADP: 60**

Food and Commissary Services
Captain Brian Steede
906.225.8453
bsteede@mqtco.org
Contract Start Date: 2015 - Present

GLADWIN COUNTY SHERIFF'S OFFICE

**401 W Cedar Ave
Gladwin, MI 48624
ADP: 86**

Food Services
Captain Matt McGoruty
989.426.7121
matt.mcgourty@gladwincoutny-mi.gov
Contract Start Date: 2013 - Present

ADAMS COUNTY SHERIFF'S OFFICE

**521 Vermont Street
Quincy, IL 62301
ADP: 135**

Food and Commissary Services
Captain Sue Hester
217.277.2190
shester@co.adams.il.us
Contract Start Date: 2018 - Present

*"Since being with Summit,
the only thing that I wish we had
done differently was to have
gone with Summit sooner!"*

**Lt. Gordon N. Clapp
Natrona County Detention
Center, WY**

**WASHINGTON COUNTY
DETENTION CENTER**

**1155 W. Clydesdale Drive
Fayetteville, AR 72701
ADP: 697**

Food and Commissary Services
Major Randall Denzer
479.444.5870
rdenzer@co.washington.ar.us
Contract Start Date: 2017 - Present



Section 3

19.3 Staffing



Marlin C. Sejnoha, Jr.

President & CEO
605.310.4950

Our Promise to You

We know we will be your most trusted partner, and that means delivering on our promises, providing unmatched service, and continually exceeding your expectations. Every member of our team is committed to supporting your program, so if we ever miss the mark, we'll make it right. Summit's President and CEO, Marlin Sejnoha, Jr., is directly accessible to you any time, any day to ensure that **YOU** are getting the best service possible.

**If you need anything, at any time,
please give me a call.**

We'll take care of it.

We look
forward to the
opportunity to
partner with you!

Your Summit Team

Local and Regional Team



Trent Wright
Business Development
Director

15 YEARS CORRECTIONS EXPERIENCE

Trent is your Summit Liaison and business partner throughout contract discussions. He will connect with you frequently as our relationship grows.



Michael Flesch
Vice President of Operations

20+ YEARS CORRECTIONS EXPERIENCE

Michael is responsible for driving the full Midwest regional teams toward operational excellence. He will support your onsite team and is always available.



Sandra Kiger
Director of Operations

11 YEARS CORRECTIONS EXPERIENCE

Sandra is responsible for providing guidance and support to your District Manager and Onsite Management Team. Your District Manager reports directly to her.



Mary Dryburgh
District Manager

1 YEAR CORRECTIONS EXPERIENCE

Mary is your next level go-to and will directly supervise your Onsite Manager. She will frequently be onsite to support the kitchen teams and connect with you.



Kate Hagan
Registered Dietitian

2 YEARS CORRECTIONS EXPERIENCE

Our RD's support regional corrections accounts. Kate will be available to assist in both diet and menu planning for health, nutrition, and regulation compliance.



Staffing: Hiring & Training A Great Team

Everyone is successful when you invest in people.

19.3.1 Describe your firm’s plan for meeting your proposed staffing levels by the contract start date detailing any hiring, transfers, training you will need to do.

Staffing Plan

In the business since 1991, our experienced team knows exactly what it takes to supply the manpower needed to deliver you the quality service you need.

Summit will hire and train staff prior to our contract start date and train new employees at another location until we are on-site and transfer them at the appropriate time.

We Offer

- Complete and competitive employee benefits packages
- Dedicated employee assistance program
- Competitive pay with annual increases
- Paid time off 401(k) Retirement/Savings Plan
- Paid training
- Educational assistance for managers
- \$25 subsidy to help employees purchase slip-resistant shoes

Our hiring philosophy is simple: hire for positive attitude and train for skill.

Our experienced team knows exactly what it takes to supply the manpower required to deliver the quality service you need.

19.3.2 Describe how your firm will meet on-site staffing requirements to accommodate personnel unable to report to work due to unplanned absences such as illness with last-minute notification.

Summit will ensure that adequate communication occurs between both the County and Summit. Notification is imperative in the situation as they may occur.

First and foremost, any call out starts with notification of our on-site Management.

Secondly, a well maintained Phone/Text/Email Tree for the County as well as our team.

Upon award of the contract, Summit will work with the County to Maintain an Inventory of Shelf Stable Meals that can be utilized in the absence of Summit staff. These meals meet the required calorie counts.

19.3.3 Describe how your firm will meet on-site staffing requirements to accommodate personnel on planned absences such as vacations.

Summits District Manager under the direction of our Operations Director will coordinate a relief schedule for the manager and employees at the Facility. As our DM has a limited number of contact facilities, in most cases they will fulfill the needs when a manager is absent and the Manager will also fulfill the needs during the absence of the hourly employee, if ever needed.

19.3.4 Fully describe your employee screening process.

Background Checks

Summit Employee Background Screenings

In addition to background checks required by your facility, we use talentReef and Sterling Talent Solutions to facilitate standard checks at no cost to you.

At a minimum, we run the following background checks as part of the on-boarding process for all Summit team members:

- Seven (7) Year - National, State & County Criminal and Social Security Check
- Department of Motor Vehicles Check
- 5 – Panel Drug Screening

Our on-site management team will be well trained in utilizing our team member screening processes as new employees are hired.

Health Examinations

Summit will provide documentation of health examinations for each employee performing services under this agreement as required by Local, State and Federal law

- Food Employee/Applicant Health
- Personal Cleanliness of Food Service Employees and.
- Hygienic Practices of Employees and Food Employees

Summit employees performing the scope of work under this agreement will undergo a physical examination by a licensed physician or nurse practitioner as required by local law. The physical examination shall include a physical systems check, a tuberculosis skin test and a chest X-ray as determined by the staff members' previous history or the current result of tuberculosis skin test, and a Hepatitis A and B vaccination. Summit will provide evidence of compliance with the above health regulation both annually and upon request. Documents shall be provided to the administration.



Summit will maintain documentation of employees' annual screenings for tuberculosis in accordance with local health codes.

Summit will maintain current, accurate, and confidential personnel records for each of our employees performing the scope of work under this agreement. Our personnel records shall include at a minimum the following for each employee:

- Initial application
- Reference letters
- Pre-employment investigation results
- Health examination results
- Verification of training and experience
- Wage and salary information
- Performance evaluations
- Incident reports, as applicable and;
- Commendations and disciplinary actions, as applicable

Training

It starts with Summit’s leadership and local management team, which you will notice from their introduction earlier in this proposal, is made up of some of the best and most experienced people in the industry. We are committed to employing the right team members for your facility and then providing them with the training needed to be successful. Our all-inclusive management training program prepares them for working in your facility, allows them the opportunity to understand policies and procedures so they can perform well, and continuously supports their learning process and growth.

We have included a comprehensive overview of our training materials to give you a firm understanding of how we prepare our Summit team members for success.

Staff will be well trained and prepared to best serve your facility.

Hourly Team Member Training

In addition to our standard program, we will ensure that all Summit team members complete any additional trainings that are equally important and specified by your facility.

New Team Members

All team members new to our company receive a warm welcome. We review expectations, policies and procedures, and our core values, the foundation of which are the key areas that are important to you as our partner.

Training	SAFE	Driver’s Training	Corrections
Audience	Available for all team members	Available for all team members who drive company or client-owned vehicles	For all team members in Corrections
Mode	Team Huddle	Team Huddle	Team Huddle, Boundaries is eLearning
Frequency	Monthly	Monthly	Quarterly
October	Illness Reporting & Hand washing	Rules of the Road	
November	Safety Cross	Importance of Wearing Seatbelts	Manipulation
December	Slip & Fall Prevention	Driving in Inclement Weather	
January	Ergonomics	Speeding	
February	Reporting Work-Related Injuries	Reporting Accidents	Key Control Managing Keys & Tools
March	Injury & Illness Prevention Program (Understanding Accident Prevention)	Harsh Corning, Starts & Stops	
April	Harassment & Discrimination Training	Preventive Vehicle Maintenance	
May	Business Ethics – Integrity Guide	Food Safety for Drivers	HR Policies: Sick, Vacation, Time Off & Contraband
June	Emergency Response (fire, disaster, pandemic, etc.)	Client and Customer Interaction	
July	Temperature: Cold and Hot Holding/ Cooling Process	Backing Up Safety	
August	HAZ COMM/GHS/PPE	Distracted Driving	Boundaries
September	Food Allergies	Parking Safety	

Among other introductory topics, other training materials may include:

- Employee expectations and handbook
- Corrections Procedure Manual review
- Foodservice safety and sanitation basics
- Emergency Procedures: Fire Safety, Chemical Safety, Equipment Safety, First Aid
- Customer Service
- Diversity in the workplace
- Working in the Correctional Environment
 - » Summit Food Service Staff-Detainee Worker Handbook for Correctional Service
 - » Contraband
 - » Key Control
 - » Tool and Knife Control
 - » Food Control
 - » Selection of Detainee service workers
 - » Security Procedures and Regulations: Maintaining a Safe Environment
 - » Working Professionally with detainee workers

Additional training topics available:

- Awareness: Signs to Watch For
- Fraternalization
- Maintaining a Professional Distance
- Firm, Fair, and Consistent Treatment
- Respect
- Detainee Supervision
- Policies and Regulations
- Harassment and Discrimination
- Confidentially Acknowledgement
- Effective Communication and Appropriate Interaction with Detainees
- Being Proactive and Problem Solving

Ongoing Trainings Diversity

Celebrating diversity in the workplace is a core value for Summit, and our “Discovery Days” training modules help our team members relate to each other and understand cultural differences.

Just In Time Training

Uniquely designed to be easily facilitated by our onsite management team to all foodservice staff on a bi-monthly basis. The topics cover soft skills such as:

- Time Management
- Organizational Skills
- Personal Accountability
- Team Building

Example Training Calendar Monthly Safe Training

Monthly topics designed to keep safety practices top of mind for all employees. These are used as “refreshers” and supplemental training sessions to our standard program. Topics include:

- Preventing slips and falls
- Hand Washing
- Illness reporting
- Food allergies
- and many more!

Read more about these in our SAFETY section of this proposal.

19.3.5 Does your firm use inmate workers in contracts with other facilities?

Summit operates facilities across the United States and we utilize inmate labor in the majority of accounts.

19.3.6 If yes, describe any training your firm provides supervisors/managers on how to effectively work with inmate workers?

Boundaries Employee Training: Working in Correctional Facilities

Working With Detainee Fraternization

Fraternization between detainees and Summit team members is strictly prohibited. Any conduct of fraternization may result in disciplinary action, including, but not limited to; suspension, loss of security clearance, termination, and/or criminal prosecution.

Examples of professional behavior include:

- Understanding and following all current Summit and facility specific policies/procedures
- Refraining from becoming too familiar with detainee
- Refraining sharing any personal information with a detainee
- Refraining from sympathizing with or helping detainee workers with personal matters
- Avoiding any conduct that appears to be discriminatory or harassing
- Reporting all security concerns promptly
- Being visible so detainees are aware that you are paying attention
- Maintaining a neat and professional appearance
- Working with enthusiasm and a positive attitude

Correctional facilities require a controlled environment to ensure safety and security. There are rules, regulations, systems, and policies that must be consistently enforced and monitored to maintain order. All Summit team members working at a correctional facility are expected to share the responsibility of maintaining

control in the environment, in addition to their foodservice responsibilities. Therefore, working in a correctional foodservice operation requires not just the knowledge of foodservice but also an understanding of the correctional environment and the influences that affect it.

To work effectively in this type of environment, an employee must:

- Understand the correctional environment and the detainee mind
- Have a constant awareness of their surroundings, potential problems, and security
- Conduct themselves in a professional manner no matter what the circumstance or situation
- Control their interactions with those they work with
- Help enforce that all systems and procedures are followed for tighter control

Boundaries is a Summit team member training program specifically designed to prepare new team members to work in the correctional environment and was developed through our partnership with the Minnesota Department of Corrections. The program provides information and tools to help team members interact professionally with offenders, to effectively enforce policies and procedures, and to understand their roles and working relationships with staff as well as administration in maintaining a safe and secure environment. The Boundaries training is also included as a part of the required monthly training modules for all team members to maintain constant awareness of the challenges faced when working with detainees.

Upon completion of each of the following parts included in the Boundaries training, team members will have a better understanding of the correctional environment and how to work effectively within it, so they can remain safe.

Boundaries Employee Training Consists of Four Parts:

- **Part 1:** Self-Assessment
- **Part 2:** Drawing the Line on Manipulation from Detainees
- **Part 3:** Controlling Boundaries
- **Part 4:** PREA

PREA

Summit is committed to compliance with the Prison Rape Elimination Act (PREA). This policy covers both the expectation of our employees to refrain from any type of sexual contact, harassment, or misconduct with detainees and juvenile offenders, as well as our employee's responsibility if they witness or are made aware of any employee, facility staff, detainee, or volunteer engaging in any type of sexual contact, harassment, or misconduct with detainees and juvenile offenders. Along with our Boundaries training program, our employee training and all communication are administered at all our partner facilities.

Here are a few key PREA objectives within our employee training:

- Understanding what PREA is and Summit's zero-tolerance policy
- Important definitions for understanding PREA
- Detainee's right to be free from sexual abuse and harassment
- The dynamics of sexual abuse and harassment in confinement
- How to detect and respond to signs of threats and actual sexual abuse

- Summit employee responsibility in sexual abuse and harassment awareness, prevention, and reporting
- Your right and the detainee's right to be free of retaliation for reporting sexual abuse and harassment
- How to work and communicate professionally with detainees
- Know who to report any type of sexual contact, harassment, or other misconduct to at the facility
- All allegations are to be done in writing and taken seriously

Team members are required to attend all trainings related to sexual abuse, harassment, staff sexual misconduct prevention, and detection that is required by Summit, Elior North America, or by the client. Team members have a duty to immediately report all rumors, allegations and observations of staff sexual contact, staff sexual harassment, or staff sexual misconduct involving any detainee or juvenile resident to the team member's immediate supervisor or to the Summit team member and labor relations manager.

Staff sexual contact, staff sexual harassment, or staff sexual misconduct is expressly prohibited. Team members who engage in staff sexual contact, staff sexual harassment, or staff sexual misconduct with detainees or juvenile offenders will be terminated from employment and referred for criminal prosecution when applicable. Complete information can be found in the Elior North America Team Member Prep Book and Business Segment Supplements.

19.3.7 Given the County will provide six inmate workers, how many personnel will your firm have working on-site?

Employee Compensation

We are committed to ensuring that the staff serving your facility are competitively paid and rewarded for exceptional performance. Your Summit management team has a solid understanding of both your needs and the labor market, and we know that fair, competitive wages will provide you with a food service team that is motivated, takes ownership, and loves what they do.

- Summit understands the local wage demands, our current starting wage of \$16.50.

Allegan County Jail MI

NAME	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Director	9am-7pm	9am-7pm	9am-7pm	9am-7pm	OFF	OFF	OFF
Supervisor	OFF	OFF	OFF	OFF	9am-7pm	9am-7pm	9am-7pm

19.3.8 What is your firm’s contingency plan if inmate workers are not available? Per Section 5.11.

Section 5.11 - The County acknowledges that Contractor’s pricing is based on the having Contractor’s staff assisted by inmate workers. As such, the County, through the ACCC, will make a good faith effort to make up to six inmate workers available to Contractor on a regular basis to assist in preparing inmate meals. Ultimately though, it is Contractor’s responsibility to perform under this Agreement should inmate workers be unavailable for work due to factors such as, but not limited to, lockdown, quarantine or a shortage of inmate workers eligible to work in the kitchen.

This proposed level of staff is based on requirements presented in your specifications and our experience. However, with additional detainee workers per shift, the Summit team is prepared to work with you to decrease levels as needed, ensuring that your kitchen runs smoothly and potentially reducing costs.

Contingency plans may include going to Styrofoam service. Summit will maintain adequate food inventory’s to accommodate the decrease in inmate labor.



Section 4

19.4 Menu

19.4.1 Provide a sample weekly menu which includes a cold breakfast, hot lunch and hot dinner.

Nutritional Compliance Statement



NUTRITIONAL COMPLIANCE STATEMENT

The enclosed four-week menu cycle for Allegan County meets the menu planning guidelines for the American Correctional Association and the National Academy of Science, Food and Nutrition Board.

The proposed menu cycle provides a weekly average of 2600 calories per day and meets the Recommended Dietary Allowances (RDA) and Dietary Reference Intakes (DRI) requirements for the adult mixed population, age 19-50.

All entree portions purchased fully cooked are within manufacturer tolerance specifications and weight measurements listed are prior to reheating. Casseroles and combination recipes made from scratch are based upon approximate cooked weight measurements. Weights on desserts are prior to baking.

Katelyn Moore, RD

Katelyn Moore, RD
Summit Dietitian

3/25/2022

Date

*Deficient nutrients limited by incomplete nutrient database information available.

Menu without Milk

Summit: Corrections							Proposal MI - Allegan County Sun Valley							Regular							Week 1																																																
Monday							Tuesday							Wednesday							Thursday							Friday							Saturday							Sunday																											
Breakfast																																																																					
Sweet Cornbread 1/48 cut							Biscuit 1/48 cut							Coffee Cake 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Coffee Cake 1/48 cut							Sweet Cornbread 1/48 cut																											
Biscuit 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz																				
Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Peanut Butter 1/2 oz							Peanut Butter 1/2 oz							Peanut Butter 1/2 oz							Peanut Butter 1/2 oz							Peanut Butter 1/2 oz																				
Peanut Butter 1/2 oz							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each																											
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Lunch																																																																					
Taco Meat 3.2 oz							Hearty Meat Gravy 6 oz							Chili 8 oz							Turkey Cheesy Rice 8 oz							Italian Meat Sauce 1/2 cup							Pizza Casserole 8 oz							Turkey Jambalaya 8 oz																											
Cheese Sauce 1 oz							Macaroni Noodles 1 cup							Fluffy Rice 1 cup							Cooked Beans 1 cup							Spaghetti Noodles 1 cup							Garlic Biscuit 1/48 cut							Biscuit 1/48 cut							Biscuit 1/48 cut																				
Chips 1 oz							Peas & Carrots 1/2 cup							Lettuce Salad 1 cup							Bread 2 slices							Carrots 1/2 cup							Carrots 1/2 cup							Carrots 1/2 cup							Cooked Beans 1 cup																				
Mexican Rice 1 cup							Biscuit 1/48 cut							Salad Dressing 1/2 oz							Whipped Margarine 1/2 oz							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut																				
Mexican Beans 1 cup							Whipped Margarine 1/2 oz							Sweet Cornbread 1/48 cut							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz																				
Frosted Bar 1/54 cut							Frosted Bar 1/54 cut							Whipped Margarine 1/2 oz							Frosted Bar 1/54 cut							Frosted Bar 1/54 cut							Frosted Bar 1/54 cut							Frosted Bar 1/54 cut							Whipped Margarine 1/2 oz																				
Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each																				
Dinner																																																																					
Turkey & Noodle Casserole 8 oz							Spanish Rice Casserole 8 oz							Turkey a la King 8 oz							Cheeseburger Macaroni 8 oz							Italian Pasta Bake 8 oz							Mexican Pie 8 oz							Turkey & Gravy 6 oz																											
Corn 1/2 cup							Cooked Beans 1 cup							Fluffy Rice 1 cup							Carrots 1/2 cup							Fluffy Rice 1 cup							Green Beans 1/2 cup							Fluffy Rice 1 cup							Fluffy Rice 1 cup																				
Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Garlic Biscuit 1/48 cut							Sweet Cornbread 1/48 cut							Sweet Cornbread 1/48 cut							Mixed Vegetables 1/2 cup																				
Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Sweet Cornbread 1/48 cut													
Cake 1/48 cut							White Cake White Frosting 1/48 cut							Whipped Margarine 1/2 oz							White Cake White Frosting 1/48 cut							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Whipped Margarine 1/2 oz							Sweet Cornbread 1/48 cut													
Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Frosted Bar 1/54 cut													
Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each							Fortified Flavored Beverage PC 1 each						

Katelyn Moore, RD

Summit: Corrections **Proposal MI - Allegan County Sun Valley** **Regular** **Week 2**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Muffin 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each
Lunch	Chili Macaroni 8 oz Corn 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Mic & Cheese w/Meat 8 oz Lettuce Salad 1 cup Salad Dressing 1/2 oz Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Spanish Rice 8 oz Casserole 1 cup Cooked Beans 1/48 cut Sweet Cornbread 1/2 oz Whipped Margarine 1/54 cut Frosted Bar 1 each Fortified Flavored Beverage PC 1 each	Taco Meat 3.2 oz Cheese Sauce 1 oz Chips 1 oz Mexican Rice 1 cup Mexican Beans 1 cup Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey & Noodle Casserole 8 oz Cooked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey Cheesy Rice 8 oz Biscuit 1/48 cut Cooked Beans 1 cup Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Pizza Casserole 8 oz Fluffy Rice 1 cup Cooked Beans 1 cup Frosted Bar 1/54 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each
Dinner	Beef a Roni 8 oz Cooked Beans 1 cup Garlic Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey & Gravy 6 oz Fluffy Rice 1 cup Green Beans 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1/48 cut Sweet Cornbread 1/2 cup Mixed Vegetables 1/48 cut Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Italian Meat Sauce 1/2 cup Spaghetti Noodles 1 cup Corn 1/2 cup Garlic Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Chili 8 oz Mixed Vegetables 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Pot Pie 8 oz Cooked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Stew 8 oz Fluffy Rice 1 cup Cooked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each

Katelyn Moore, RD

Summit: Corrections **Proposal MI - Allegan County Sun Valley** **Regular** **Week**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Breakfast	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Muffin 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Muffin 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Muffin 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each
Lunch	Turkey Cheesy Rice 8 oz Carrots 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Jambalaya 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Goulash 8 oz Cooked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mexican Pie 8 oz Lettuce Salad 1 cup Salad Dressing 1/2 oz Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1 cup Cooked Beans 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Taco Meat 3.2 oz Cheese Sauce 1 oz Mexican Beans 1 cup Corn Tortilla 2 each Mexican Rice 1 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Taco Meat 3.2 oz Cheese Sauce 1 oz Mexican Beans 1 cup Corn Tortilla 2 each Mexican Rice 1 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Mac & Cheese w/Meat 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each
Dinner	Italian Meat Sauce 1/2 cup Spaghetti Noodles 1 cup Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Beef a Roni 8 oz Green Beans 1/2 cup Garlic Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mac & Cheese w/Meat 8 oz Peas & Carrots 1 cup Garlic Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Meat Stroganoff 6 oz Fluffy Rice 1 cup Baked Beans 1 cup Bread 2 slices Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Meatloaf Patty 3 oz Gravy 2 fl oz Fluffy Rice 1 cup Baked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Meatloaf Patty 3 oz Gravy 2 fl oz Fluffy Rice 1 cup Baked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Hearty Meat Gravy 6 oz Macaroni Noodles 1 cup Peas & Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey a Roni 8 oz Sweet Cornbread 1/48 cut Cooked Beans 1 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each

Katelyn Moore, RD

Summit: Corrections **Proposal MI - Allegan County Sun Valley Regular** **Week**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Breakfast	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Biscuit 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Biscuit 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Muffin 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Coffee Cake 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each	Sweet Cornbread 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz Fortified Flavored Beverage PC 1 each
Lunch	Turkey & Noodle Casserole 8 oz Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Meatloaf Patty 3 oz Fluffy Rice 1 cup Gravy 2 fl oz Baked Beans 1 cup Frosted Bar 1/54 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Italian Pasta Bake 8 oz Fluffy Rice 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mac & Cheese w/Meat 8 oz Cooked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Pizza Casserole 8 oz Fluffy Rice 1 cup Carrots 1/2 cup Frosted Bar 1/54 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Pizza Casserole 8 oz Fluffy Rice 1 cup Carrots 1/2 cup Frosted Bar 1/54 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Spanish Rice Casserole Cooked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Beef a Roni 8 oz Baked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each
Dinner	Mexican Pie 8 oz Sweet Cornbread 1/48 cut Baked Beans 1 cup Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Cheesy Rice 8 oz Green Beans 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Chili Macaroni 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey & Noodle Casserole 8 oz Green Beans 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey & Gravy 6 oz Seasoned Rotini Noodles 1 cup Green Beans 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey & Gravy 6 oz Seasoned Rotini Noodles 1 cup Green Beans 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1/48 cut Biscuit 1/48 cut Mixed Vegetables 1/2 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Red Beans & Rice w/Meat 8 oz Green Beans 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each

Katelyn Moore, RD

Menu with Milk

Summit: Corrections Proposal MI - Allegan County ith Milk Sun \Regular Week

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast						
Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Cold Cereal 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Cold Cereal 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint
Lunch						
Taco Meat 3.2 oz Cheese Sauce 1 oz Chips 1 oz Mexican Rice 1 cup Mexican Beans 1 cup Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Hearty Meat Gravy 6 oz Macaroni Noodles 1 cup Peas & Carrots 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Chili 8 oz Fluffy Rice 1 cup Lettuce Salad 1 cup Salad Dressing 1/2 oz Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Cheesy Rice 8 oz Cooked Beans 1 cup Bread 2 slices Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Italian Meat Sauce 1/2 cup Spaghetti Noodles 1 cup Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Pizza Casserole 8 oz Garlic Biscuit 1/48 cut Carrots 1/2 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Turkey Jambalaya 8 oz Biscuit 1/48 cut Cooked Beans 1 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each
Dinner						
Turkey & Noodle Casserole 8 oz Corn 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Spanish Rice 8 oz Casserole 1 cup Cooked Beans 1/48 cut Whipped Margarine 1/2 oz White Cake White Frosting 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey a la King 8 oz Corn 1/2 cup Fluffy Rice 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1/2 cup Carrots 1/48 cut Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz White Cake White Frosting 1/48 cut Fortified Flavored Beverage PC 1 each	Italian Pasta Bake 8 oz Fluffy Rice 1 cup Garlic Biscuit 1/48 cut Cooked Beans 1 cup Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mexican Pie 8 oz Green Beans 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey & Gravy 6 oz Fluffy Rice 1 cup Mixed Vegetables 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each

Katalyn Moore, RD

Summit: Corrections **Proposal MI - Allegan County** **ith Milk Sun \ Regular** **Week 2**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Breakfast							
Cold Cereal	1 cup	1/48 cut	1 cup	1/48 cut	1 cup	1/48 cut	1 cup
Biscuit	1/48 cut	1 cup	1/48 cut	1 cup	1/48 cut	1 cup	1/48 cut
Whipped Margarine	1/2 oz	1/2 oz	1/2 oz	1/2 oz	1/2 oz	1/2 oz	1/2 oz
Peanut Butter	1/2 oz	1/2 oz	1/2 oz	1/2 oz	1/2 oz	1/2 oz	1/2 oz
1% Milk	1/2 pint	1/2 pint	1/2 pint	1/2 pint	1/2 pint	1/2 pint	1/2 pint
Lunch							
Chili Macaroni	8 oz	Mac & Cheese w/Meat	8 oz	Taco Meat	Turkey & Noodle	Turkey Cheesy Rice	Pizza Casserole
Corn	1/2 cup	Lettuce Salad	1 cup	Cheese Sauce	Casserole	Biscuit	Fluffy Rice
Biscuit	1/48 cut	Salad Dressing	1/2 oz	Chips	Cooked Beans	Cooked Beans	Cooked Beans
Whipped Margarine	1/2 oz	Biscuit	1/48 cut	Mexican Rice	Sweet Cornbread	Whipped Margarine	Frosted Bar
Cake	1/48 cut	Whipped Margarine	1/2 oz	Mexican Beans	Whipped Margarine	Frosted Bar	Whipped Margarine
Fortified Flavored Beverage PC	1 each	Cake	1/54 cut	Frosted Bar	Cake	Fortified Flavored Beverage PC	Fortified Flavored Beverage PC
		Fortified Flavored Beverage PC	1 each	Fortified Flavored Beverage PC			
Dinner							
Beef a Roni	8 oz	Turkey & Gravy	6 oz	Italian Meat Sauce	Chili	Turkey Pot Pie	Turkey Stew
Cooked Beans	1 cup	Fluffy Rice	1 cup	Spaghetti Noodles	Mixed Vegetables	Cooked Beans	Fluffy Rice
Garlic Biscuit	1/48 cut	Green Beans	1/2 cup	Corn	Biscuit	Sweet Cornbread	Cooked Beans
Whipped Margarine	1/2 oz	Biscuit	1/48 cut	Garlic Biscuit	Whipped Margarine	Whipped Margarine	Sweet Cornbread
Frosted Bar	1/54 cut	Whipped Margarine	1/2 oz	Whipped Margarine	Frosted Bar	Frosted Bar	Whipped Margarine
Fortified Flavored Beverage PC	1 each	Cake	1/48 cut	Cake	Fortified Flavored Beverage PC	Fortified Flavored Beverage PC	Cake
		Fortified Flavored Beverage PC	1 each	Fortified Flavored Beverage PC			

Katelyn Moore, RD

Summit: Corrections **Proposal MI - Allegan County** **ith Milk Sun \Regular** **Week**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Breakfast	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Muffin 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Muffin 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Muffin 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint
Lunch	Turkey Cheesy Rice 8 oz Carrots 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Jambalaya 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Goulash 8 oz Cooked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mexican Pie 8 oz Lettuce Salad 1 cup Salad Dressing 1/2 oz Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1 cup Cooked Beans 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Taco Meat 3.2 oz Cheese Sauce 1 oz Mexican Beans 1 cup Corn Tortilla 2 each Mexican Rice 1 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Mac & Cheese wMeat 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mac & Cheese wMeat 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each
Dinner	Italian Meat Sauce 1/2 cup Spaghetti Noodles 1 cup Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Beef a Roni 8 oz Green Beans 1/2 cup Garlic Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mac & Cheese wMeat 8 oz Peas & Carrots 1/2 cup Garlic Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Meat Stroganoff 6 oz Fluffy Rice 1 cup Baked Beans 2 slices Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Meatloaf Patty 3 oz Gravy 2 fl oz Fluffy Rice 1 cup Baked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Meatloaf Patty 3 oz Gravy 2 fl oz Fluffy Rice 1 cup Baked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Hearty Meat Gravy 6 oz Macaroni Noodles 1 cup Peas & Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey a Roni 8 oz Sweet Cornbread 1/48 cut Cooked Beans 1 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each

Katelyn Moore, RD

Summit: Corrections **Proposal MI - Allegan County** **ith Milk Sun \Regular** **Week**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Breakfast	Cold Cereal 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Coffee Cake 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Biscuit 1/48 cut Cold Cereal 1 cup Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint	Cold Cereal 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Peanut Butter 1/2 oz 1% Milk 1/2 pint
Lunch	Turkey & Noodle Casserole 8 oz Carrots 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Meatloaf Patty 3 oz Fluffy Rice 1 cup Gravy 2 fl oz Baked Beans 1 cup Frosted Bar 1/54 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Italian Pasta Bake 8 oz Fluffy Rice 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Mac & Cheese w/Meat 8 oz Cooked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Pizza Casserole 8 oz Fluffy Rice 1 cup Carrots 1/2 cup Frosted Bar 1/54 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Spanish Rice 8 oz Casserole 1 cup Cooked Beans 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Spanish Rice 8 oz Casserole 1 cup Cooked Beans 1/48 cut Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Beef a Roni 8 oz Baked Beans 1 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each
Dinner	Mexican Pie 8 oz Sweet Cornbread 1/48 cut Baked Beans 1 cup Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey Cheesy Rice 8 oz Green Beans 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Chili Macaroni 8 oz Baked Beans 1 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Turkey & Noodle Casserole 8 oz Green Beans 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Frosted Bar 1/54 cut Fortified Flavored Beverage PC 1 each	Turkey & Gravy 6 oz Seasoned Rotini Noodles 1 cup Green Beans 1/2 cup Biscuit 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1/48 cut Biscuit 1/2 cup Mixed Vegetables 1/2 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Cheeseburger 8 oz Macaroni 1/48 cut Biscuit 1/2 cup Mixed Vegetables 1/2 cup Cake 1/48 cut Whipped Margarine 1/2 oz Fortified Flavored Beverage PC 1 each	Red Beans & Rice w/Meat 8 oz Green Beans 1/2 cup Sweet Cornbread 1/48 cut Whipped Margarine 1/2 oz Cake 1/48 cut Fortified Flavored Beverage PC 1 each

Katelyn Moore, RD

19.4.2 Describe what a typical snack bag includes.

Sack Meals

Per your specifications, we will provide any sack meals requested by the facility. Sack meals will contain approximately one-third of the minimum daily nutrition requirement.

Sack Meals will include:

- Two (2) Sandwiches
- PC Mustard/Mayo
- Fresh Fruit
- Two (2) Sandwich Cookies
- Beverage



Section 5

19.5 Operations

19.5.1 Note any proposed variances from the County's scope of work.

Summit has fully read, understands, and will comply with all Scope of Work requirements as outlined in the Scope of Service in the issued specifications.

19.5.2 Does your firm intent to use any subcontractors? If yes, describe the work to be performed.

Summit does not utilize subcontractors.

19.5.3 How often do you expect to take deliveries at the ACCC?

Summit anticipates weekly deliveries to ACCC.

For all situations, we have contingency plans and crisis management support that will be immediately engaged to allow us to continue service in extreme circumstances.

19.5.4 What is your firm's contingency plan should the kitchen at the ACCC become temporarily unusable for food storage and/or meal preparation?

Planning For Emergencies

In any emergency situation, you need to trust that your partner will be prepared and take charge with solutions. Summit has the experience, foresight, and support resources to ensure that foodservice operations in your facility will continue to meet the daily needs required. We have maintained operations through many emergency situations including:

- Lockdowns
- Pandemics
- Strikes (employee, public transportation strikes, etc.)
- Power failures
- Natural disasters (blizzards, tornadoes, hurricanes, etc.)

Emergency Meals

Summit is uniquely positioned to maintain service levels during emergency conditions through the support of our sister company, PMC (Prepared Meals Company), a supplier to the FEMA National Response Program. We have access to obtain pre-packaged, sealed meals that meet correctional dietary requirements.

Food In Case of Emergency

Summit understands maintaining food on site in the event of emergencies. Summit will manage an inventory supply of 30 days.

Lockdowns

If a disturbance in the facility or serving area requires a lockdown, our Food Service Director will respond immediately. Each Summit food service director is familiar with the following procedures:

1. The facility administration will keep the Food Service Director advised of the situation and the lifting of the lockdown.
2. In all instances, the kitchen should be immediately secured.
3. Exterior entrances, including loading docks, should be secured.
4. Elevators should be returned to the kitchen level and locked.
5. All potential weapons should be returned to the secured cabinet.
6. Unnecessary movement in the foodservice area should cease.
7. The Food Service Director should assign responsibilities for lockdown procedures in advance. However, everyone without an assignment should stay where they are.

Emergency Action and Support

When disaster strikes or emergencies arise, you will have a wide network of experienced support immediately engaged to assist.

Your **Foodservice Director** will:

- Immediately notify and engage the Crisis Management Hotline and District Manager when an emergency is likely and, if needed, request additional assistance, such as a dietitian, purchasing director, personnel specialist, management personnel with experience, onsite duties, etc.
- Assess if all equipment is operable and utilities will not be interrupted
- Meet with client contact and facility administration to determine:
 - » Probable or anticipated length of the crisis
 - » Approval for emergency menu implementation
 - » If needed, outlet and parking space for a refrigerated truck is available for use as a backup storage
- Have emergency menu inventory on-hand, preparing for three consecutive cold meals in case power is lost
- Maintain listing of current names, contact information, addresses, and social security numbers for all employees
- Develop special cleaning schedules

Your **District Manager** will coordinate additional support to:

- Rearrange all refrigerator, freezer, and dry storage space to accommodate largest possible orders
 - » Paper Cleaning supplies
 - » Linen and special items needed
 - » Personal care items not in commissary
 - » Arrangement of pest control treatment
- Ensure first aid kit is well stocked
- Review with client medical assistance, if any, that will be available such as doctor, nurse, etc.

Your Summit **Purchasing Director** will work with authorized suppliers to:

- Ensure increased deliveries
- Develop home numbers of suppliers in case of emergencies
- Determine union and non-union houses and establish supervisory deliveries
- Establish drop location for supplies, complete with surety bonds, if needed
- Arrange for special equipment as needed
- Arrange for latest possible expiration date on milk and bread
- Arrange for special vehicles as needed
- Set up for outside repair and maintenance if in-house personnel are unavailable

When disaster strikes or emergencies arise, you will have a wide network of experienced support immediately engaged to assist.

REQUEST FOR ACTION - PROCUREMENT OF GOODS AND/OR SERVICES

RFA #: 000-000 RFA Date: 6/13/2022 RFA Submitted By: Valdis Kalnins

PROJECT/SERVICE: Inmate Commissary Services
Project/Service Description: Contracted service that allows inmates, friends and family to order specific pre-screened goods and have them delivered to inmates housed by the County.
Project/Contract #: 1364-22 Contact Name: Charity Cummins
Department: Sheriff's Office Contact Info: ccummins@allegancounty.org

PROCUREMENT METHOD: Public Solicitation / RFP
4 Firms invited to bid and bidding opportunity posted to County Website. 2 Bids Received

CONTRACT AWARD: Generates revenue from 40% commission on certain commissary sales.
Parties - County and: Summit Food Services, LLC.
Contract Duration: 3 years
Evaluation Team: Charity Cummins, Scott Matice, Frank Baker, Valdis Kalnins
References Checked: Yes Debarred: No

FUNDING SOURCE: Budgeted Operational Funds - Sheriff's Office

AWARD THRESHOLD: CAO - Ongoing Budgeted Contract Renewal

NEW CONTRACT SUMMARY: New County Agreement with modifications
Summary of Changes:
Contractor requested a mutual non-hire provision of each other's employees without permission from the other party (Sec. 10); the addition of a 15 day cure period before default (Sec. 11); and mutual confidentiality language allowing for an exception when disclosure is required by law (Sec. 16). Language changes were reviewed and approved by Assistant Corporation Counsel, and incorporated into the final version of the

BID PRESENTATION FOR PROJECT #:**1364-22**

Date: 6/16/2022

Project Name:

Inmate Commissary Services

Advertised: County website and invitations to bid

Service Area:

Sheriff's Office

of Firms Invited to Bid: 4

Award Recommendation:

Summit Food Services

of Bids Received: 2

Award Criteria:

Highest commission rate; lowest fees, integration with other solutions in use by County; synergy with inmate meal contract

VENDOR TABLE	Vendor 1	Vendor 2
Company Name	Summit Food Services	Tigg's Canteen Services
Company Address1	500 E. 52nd Street N.	353 S. Michigan Ave
City, State, Zip	Sioux Falls, SD 57104	Coldwater, MI 49036



CONTRACT PACKET

Allegan County
3283 122nd Ave
Allegan, MI 49010

Inmate Commissary Services Contract #1364-22

This contract packet incorporates the following documents:

Inmate Commissary Services Agreement.....	2
Agreement and Scope of Work Clarifications.....	8
Attachment A – Scope of Work	12
Attachment B – Cost Proposal.....	16
Attachment C – Contractor’s Proposal	18

Inmate Commissary Services Agreement

This Agreement (“Agreement”) is made by and between the **County of Allegan**, 3283 122nd Avenue, Allegan, Michigan 49010 (“County”) and **Summit Food Service, LLC.**, 500 East 352nd Street North, Sioux Falls, South Dakota, 57104 (“Contractor”). The parties agree as follows:

1. Contractor Services

Contractor shall provide the County with the services, products and supplies described in Attachment A subject to the terms and conditions set forth in this Agreement.

Contractor 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. Contractor further warrants to the County that all products and supplies used in conjunction with the services provided under this Agreement shall be new and of acceptable quality and quantity to the County.

2. Payment

The County shall pay Contractor for the services described in Attachment A based on the pricing provided by Contractor in Attachment B. Any additional work must be mutually agreed upon in writing and costs known before that work may commence. Payment shall be provided within thirty (30) days following receipt of invoice commensurate with progress towards Scope of Work completion and (or) satisfactory performance.

3. Term of Agreement

The term of this Agreement shall commence on July 18, 2022 and remain in effect through July 13, 2025 unless terminated earlier in accordance with Section 4 of this Agreement. This Agreement may be extended beyond this term through mutual agreement between both parties in writing.

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 Contractor.

Contractor may terminate this Agreement for any or no reason prior to the expiration date set forth in Section 3 of this Agreement by giving 180 days’ written notice to the County.

5. Insurance Requirements

Contractor, and any and all of its subcontractors, shall not commence any services or perform any of its other obligations under this Agreement until Contractor obtains the insurance required under this Section. Contractor 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. Contractor shall be responsible to the County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. The specified limits of liability do not limit the liability of Contractor. All deductibles and self-insured retentions are the responsibility of Contractor.

A. **Worker’s Compensation Insurance**: Contractor 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 Contractor’s insurance policy.

B. Commercial General Liability Insurance: Contractor 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 Contractors 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: Contractor 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, Contractor 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, Contractor agrees to furnish a Certified Copy.

No payments shall be made to Contractor 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, Contractor shall deliver renewal certificates to the County at least ten days prior to the expiration date.

6. Reporting and Review

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

7. Indemnification

To the fullest extent permitted by law, Contractor 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 Contractor'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 Contractor or its agents, representatives and employees, or any subcontractor or its agents, representatives and employees, in connection with this Agreement. The obligations of Contractor under this Section will survive any termination of this Agreement or completion of Contractor's performance under this Agreement.

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

8. Independent Contractor

To the fullest extent permitted by law, the parties agree that Contractor is an independent contractor; that Contractor 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 Contractor 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

Contractor 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 Contractor's Proposal with details provided on the names of the agencies and portion of work to be subcontracted.

Contractor assumes all risk, liability and supervisory responsibility for the actions and / or inactions and performance of all subcontractors used by Contractor in providing services under this Agreement. In choosing to use subcontractors, Contractor shall ensure that all subcontractors comply with, and perform services in manner consistent with, all the terms and conditions set forth in this Agreement. Contractor 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 Contractor and County shall have no relationships or obligations to any subcontractors used by Contractor in performing work under this Agreement.

10. Party Employees

During the Term of this Agreement and for twelve months thereafter, Contractor shall not hire any County employee to perform any of the services covered by this Agreement without written authorization from the County and the County shall not hire any Contractor employee to perform any of the services covered by this Agreement without written authorization from the Contractor.

11. Default

Upon default by Contractor, County will allow Contractor 15 days to implement a cure barring any external factors that may cause a longer delay. In the event Contractor fails to cure the default within the agree-upon time period, the County may procure the products or services from other sources and hold Contractor responsible for any excess costs incurred, in addition to all other remedies.

12. Endorsement Prohibition

Contractor 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

Contractor 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. Contractor agrees to protect, defend and indemnify the County against liability for loss, cost or damage resulting from actual or alleged violations of law by Contractor.

14. Nondiscrimination

Contractor shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Contractor, 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, Contractor certifies that it is an Equal Opportunity Employer.

16. Confidentiality

Contractor 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 Contractor agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of the County.

The County 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 Contractor, and therefore the County agrees that all such information shall be kept confidential and shall not be disclosed without the written authorization of Contractor unless the County is required to disclose such information by law.

17. Contractor Personnel

Contractor's employees may be subject to an approved criminal background check prior to entering County property to perform work under this Agreement. Employees of Contractor 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 Contractor 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

Contractor 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 Contractor and/or Contractor's subcontractors and agents.

26. Debarment or Suspension Status

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

28. Anti-Collusion Statement

In signing this Agreement, Contractor certifies that it has not divulged to, discussed or compared its bid with other contractors 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 Contractor from future bidding opportunities.

29. 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 Inmate Commissary Services Agreement
2. Agreement and Scope of Work Clarifications
3. Attachment A – County’s Scope of Work issued with RFP on 3/1/2022
4. Attachment B – Cost Proposal Form completed and submitted with Contractor’s Proposal
5. Attachment C – Contractor’s Proposal received and opened by County on 3/29/2022

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.

Contractor:

County:

Sign: _____

DocuSigned by:

 DBE52592D58F428...

Sign: _____

Name: _____

Marlin C. Sejnoha, Jr.

Name: _____

Robert J. Sarro

Title: _____

President and CEO

Title _____

Allegan County Administrator

Date: _____

6/13/2022

Date: _____

Agreement and Scope of Work Clarifications

Summit Responses Inmate Commissary:

1. Per Section 5.6 of the RFP, the County's Corrections Staff will distribute the commissary items to inmates. On Page 16 of Summit's proposal under Order Fulfillment, it states "Distribution of all commissary orders will be performed by Summit's commissary personnel unless otherwise designated by the facility". Assuming the labor costs of having Summit's personnel, distribute items on a weekly basis is built into the cost model and the County would like to continue having corrections staff perform this function, are there any adjustments to be made to Summit's proposal?
 - a. The statement in the proposal was generic in form and Summits proposal was written to the County specifications where the County's Correctional Staff will distribute commissary items to the inmates which is designated by the facility. No adjustments to our proposal will need to be made.
2. The County would like to get a better understanding of how net sales are calculated given the following statement on Page 27 of Summit's proposal under Summit Offers – "Net sales is defined as total gross sales minus sales tax, postal products, credits, and any other items sold at no markup or at cost.". Specifically:
 - a. Is the County's understanding correct that sales tax needs to be paid on all items purchased by inmates through commissary?
 - i. Sales tax has been added to the individual items where sales tax is applicable. Based on our research of Michigan tax laws items such as groceries and non-prepared items are considered tax exempt. Additional items such as clothing and non-perishable items are considered taxable.
 - b. Are there any exceptions for which sales tax is not due?
 - i. In addition to the above-mentioned items stamps
 - c. Assuming sales tax is due, do prices listed on the order sheets already include sales tax or is that applied and added when the order is placed?
 - i. Prices listed do not include tax on the menu tax will be added when the order is finalized. Inmate will see the tax as items are added to their orders. Applicable Michigan tax rates.
 - d. Explain "postal products" and what this relates to.
 - i. Postal products refers to stamps and stamped envelopes.
 - e. Explain "credits" and what this relates to.
 - i. A credit could be issued in numerous situations accommodating any specific facility requests, some examples may include:
 1. Inmate being released.
 2. Product out of stock.
 3. Damage product during delivery.

Proposed Training Schedule (Implementation Plan Attached)

- i. As needed, an online demonstration of the Inmate Trust Fund software can be conducted prior to the installation.
 - ii. Summit will coordinate a training plan, prior to installation, with all key personnel.
 - iii. Summit's preference for training is to first work with all staff who perform the Intake and Release of Inmates, so we can ensure your facility is operational as soon as possible after the data conversion.
 - iv. Once they are trained, Summit will train with the Admin staff on their required duties and then any other parties that need training on the Banking Software.
 - v. Summit will provide hands on training for each shift, during the conversion, on all required processes.
 - vi. Training is unlimited while on-site and ongoing via Webinars and/or Phone conversations after going live
 - vii. Follow-up on-site training can be coordinated if deemed necessary.
- b. Inmates to use the interface to order Commissary items.
- i. Summits technology partner is VendEngine and we have interfaced with your current ViaPath (GTL) in numerous facilities across the county and the training for inmates is minimal and will be provided by our onsite staff during transition.
 - ii. Inmate training will be done by posting information on the pod kiosks/tablets.
 - iii. Inmate should not experience any significant changes to their normal commissary ordering behaviors.
- c. Inmate Friends and Family to order Commissary items on the inmate's behalf.

Web commissary ordering

- i. Online ordering by friends and family members offers inmates more opportunity for commissary purchases and is a way for them to connect with loved ones. Friends and family are able to order via our website and phone app.
- ii. Like most websites this is self-guided and user friendly. Summit can provide additional information at the facility for friends and family in the lobby.

Implementation Plan

Week One

Post-Award of Bid: Complete Facility Walk-Through

This will allow us to determine where kiosks should be installed, installation notes to be completed for installation crew, network information and infrastructure outline. Kiosk manufacturing begins and network is ordered. Software integration phase begins and contact the JMS provider to set up the required integration interfaces.

Week Two

Post-Award of Bid: Account Executive Assigned to Facility

This will allow the facility to have a dedicated account manager assist in the configuration, training, and implementation processes before, during and after go-live. The account executive will reach out to the facility contact to schedule a preliminary set-up call to discuss expectations for modules to be used, complete a pre-training of the admin/inmate/deposit dashboards and answer any questions regarding the go-live process.

Weeks Three-Four

Post Award of Bid: Network Installation Begins

Network infrastructure to be completed with required configured routers/modems and access points as set forth in the initial walk-through outline.

Weeks Five-Six

Post-Award of Bid: Kiosk Installation Begins

Kiosks to be installed, configured, and left in a disabled state until the final go-live and training phase begins.

Week Seven

Post-Award of Bid: Training and Go-Live

Attachment A – Scope of Work

1. INTRODUCTION

- 1.1 Contractor will provide a commissary service for inmates at the Allegan County Corrections Center (ACCC) located at 640 River Street, Allegan, MI 49024.
- 1.2 The ACCC has a rated capacity of 225 beds.

2. SERVICE DELIVERY GOALS

In delivering services the County, Contractor shall:

- 2.1 Be familiar with and deliver services in a manner consistent with, all applicable rules contained in the current version of Michigan Department of Corrections: Administrative Rules for Jails and Lockups (MDOC-ARJL) as they may be amended from time to time.
- 2.2 Comply with all applicable ACCC Policies and Procedures as they may be amended from time to time.
- 2.3 Develop, document, implement, maintain and regularly review such internal policies, procedures, plans and statistics as necessary to deliver high quality services to inmates of ACCC.
 - 2.3.1 All Contractor policies written or otherwise governing Contractor personnel delivering services at ACCC that assign any responsibility to ACCC corrections officers or inmate workers shall be discussed with the Sheriff or their designee before implementation and reviewed on an annual basis.
 - 2.3.2 All operational and service delivery policies must be mutually agreeable to the Sheriff or their designee and Contractor.
- 2.4 Operate with a high degree of communication, accountability, transparency, and feedback towards the County to ensure issues are addressed in a timely and collaborative manner and both internal and external performance reviews and operational audits result in minimal findings.
- 2.5 Operate in a cost-effective manner with full reporting and accountability to the Sheriff or their designee.
- 2.6 Maintain a collaborative and cost efficient working relationship with all other contractors providing services to ACCC.
- 2.7 Operate and provide services in a humane manner with respect to inmate's rights.

3. COMMISSARY ITEMS

- 3.1 The parties shall discuss and review product selection annually (more frequently if desired) and may agree to add or remove products available through commissary.
- 3.2 All commissary items shall be approved by the Sheriff or their designee before being made available for order by inmates.

- 3.3** Contractor shall procure all commissary products and all expendable supplies required to deliver ordered items to individual inmates and otherwise perform under this contract. All items shall be in new condition, used items are not permitted.
- 3.4** Prices for products sold through commissary services shall be determined by mutual agreement between Contractor and the County.
- 3.5** Upon request of the County, Contractor shall procure and provide selected supplies necessary for the County to assemble Admission Kits and Indigent Inmate Kits or shall supply these said kits in pre-packaged form with contents as described in the following table. All kits and products used in said kits to be approved by the Jail Administrator.

Item	Admissions Kit	Indigent Kit
Soap Bar	1 Small	1 Large
Deodorant	1 Small	1 Large
Toothpaste	1 Small	1 Large
Toothbrush (fingertip)	1	1
Barber Comb	1	1
Stamped Envelopes	2	2
Sheets of Writing Paper	4	4
Pencil (golf size)	1	1

4. KIOSKS

- 4.1** Equipment: Unless otherwise proposed by Contractor and agreed to by the County in writing, Contractor shall provide and maintain three kiosks at the following locations where kiosks are currently located: Main Lobby; Booking Area and Bond Lobby.
- 4.2** Use: Kiosks shall allow users to deposit cash or otherwise make payments that will be credited to an inmate's account for commissary spending, for inmate's bond, or to be applied, fully or partially, as allowed by law, towards inmate's debt repayment via cash, credit card or debit card. Transactions to be credited for use as a bond shall not be used for any other purpose. Kiosk transactions shall not be used for any other purpose than those purposes stated in this Agreement. Contractor represents that the time taken to credit the inmate's account following a successful kiosk transaction will be almost instantaneous.
- 4.3** Fees: Contractor may charge transaction fees to kiosk users according to any fee schedule in Contractor's proposal. Any such fees shall be clearly identified to the user before the transaction is completed and automatically collected during the transaction process. All funds received via kiosk transactions shall be deposited into Allegan County's Inmate Commissary Trust Account. Unless otherwise agreed to, the County shall be responsible for emptying all kiosk devices and depositing funds into Allegan County's Inmate Commissary Trust Account on a regular basis. Any change in transaction fees requires written approval from the County.
- 4.4** System Interface: Contractor and County shall establish a system interface that allows for processing of payments directly between the systems used by the County and Contractor. The County and Contractor shall bear their own cost(s) to implement

the system interfaces. Should it become apparent that costs will be incurred by the County to establish any system interface, County reserves the right to temporarily suspend and even cancel deployment of the kiosks as no funds are currently appropriated for the development of such an interface. Both parties shall be responsible for ensuring system interfaces meet the minimum industry standards for confidentiality.

- 4.5 Instructions: The County and Contractor will instruct users to identify the inmate whose account is to be credited, or bond is provided for, by the transaction at the kiosk by providing the following information as deemed necessary: a) the inmate's name; b) the inmate's PIN or permanent identification number; c) the user's full name and address.
- 4.6 Payment Information: The County shall provide Contractor a list of payment types, the payment amount for each transaction, and the payment limits for each transaction type. Contractor shall use its default parameters unless County specifies unique requirements.
- 4.7 Title: County acknowledges that Contractor is the sole owner of the kiosk equipment and owns all intellectual property rights in and to the kiosk equipment, including, but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated with the kiosk equipment. Except as expressly authorized in this Agreement, County shall not use, copy, modify, distribute, sublicense, transfer, display, rent or unbundle the kiosk equipment. In addition, the County shall not reverse engineer, decompile or disassemble the kiosk equipment, and will not otherwise attempt to reconstruct or discover the source code for the kiosk equipment. Contractor reserves all rights in the kiosk equipment not expressly granted to the County in this Agreement.
- 4.8 Service, Maintenance and Repairs: Contractor shall maintain the kiosk equipment in good operating condition, ordinary wear and tear accepted, including without limitation, furnishing all parts and labor to do so. Except as otherwise provided, all maintenance and repairs, including complete kiosk replacement if necessary, shall be done at Contractor's expense. Contractor shall respond on-site within 24 hours of notification to facilitate necessary repairs and/or resolve the issue. County shall be responsible for, and reimburse Contractor for, repairs or maintenance to a kiosk that are a result of any misuse, destruction, damage, or vandalism. County shall promptly notify Contractor in writing of any misuse, destruction, damage, or vandalism.
- 4.9 Access: Contractor and/or its contracted third party shall have the right to access the kiosk equipment at reasonable times with advance notice and coordination to make repairs, upgrades, replacements, etc.

5. OPERATIONAL CONSIDERATIONS

- 5.1 Contractor shall have a means by which individuals can remotely and securely add money to an inmate's Commissary Trust Account without needing to use a kiosk.

- 5.2 All software and any on-site hardware needed to support the solution shall be provided by Contractor or through Contractor's agreements with other vendors at no additional cost to the County.
- 5.3 Contractor shall provide County with appropriate levels of access to the Commissary Management system to enable corrections officers to activate and process new inmates into the system and deactivate inmates from the system when they leave ACCC.
- 5.4 Contractor shall ensure that its deployed Commissary Management system has the functionality to communicate all changes to inmate status made by corrections officers through the County's ViaPath Technologies (formerly GTL) solution currently used by inmates to place commissary orders.
- 5.5 Contractor shall ensure that its deployed Commissary Management system has the functionality to allow inmates to order items through the County's ViaPath terminals currently used by inmates to place commissary orders.
- 5.6 Contractor shall ensure that any changes or upgrades to its Commissary Management system are compatible with the systems with which it is integrated and that any needed modifications are at no cost to the County.
- 5.7 Inmates typically place their orders on Sunday and all orders placed by midnight on Sunday shall be delivered by the Contractor on the following Tuesday so County staff can distribute to inmates on Wednesday unless this schedule is altered by mutual agreement.
- 5.8 Contractor and the County shall agree on a mutually acceptable Tuesday delivery time window to ensure deliveries can be accepted with minimal disruption to ACCC operations.
- 5.9 If orders are missing items, the County will notify Contractor according to the process identified in Contractors' proposal and Contractor shall provide the missing items in the next delivery or reimburse the inmate's account at the option of the inmate.
- 5.10 Contractor shall record and maintain a complete and accurate record of commissary orders and shall provide a monthly report, or means by which the County can generate a monthly report, summarizing quantities of each type of commissary item ordered.

6. CONTRACT MANAGEMENT

- 6.1 This Agreement shall be administered and managed by the Allegan County Sheriff's Office & Corrections Center through the following primary point of contact:

Charity Cummins
Jail Administrator
Tel. (269) 686-5392
Allegan County Sheriff's Office and Corrections Center
640 River Street
Allegan, MI 49010

Attachment B – Cost Proposal**7. 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:

7.1 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.

7.2 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.

7.3 Delivery Provisions

All goods procured through this Agreement by the Contractor for the County shall be delivered by the Contractor under the terms Free on Board 640 River Street, Allegan, Michigan. Title and risk of loss to the purchased goods does not pass to the County until the items are received and accepted by County.

7.4 Invoices:

All invoices must reference contract #1364-22, itemize services rendered and be mailed to:

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

7.5 Commission Table

Contractor and the County have agreed upon the following commission rates for the term of this Agreement:

	7/18/2022 through 7/13/2025
Commission Rate for the County	40 %

7.6 Cost of Pre-packaged Kits

Contractor and the County have agreed upon the following costs for pre-packaged Kits if Contractor supplies them and County requests them:

Kits shall contain items specified in Section 3.5 unless otherwise agreed upon.	7/18/2022 through 7/13/2025
Admissions Kit	\$ N/A
Indigent Kit	\$ N/A

7.7 Cost of Individual Kit Supplies

Contractor and the County have agreed upon the following costs for kit supplies if Contractor supplies them individually in bulk:

Kit Item	Description and Bulk Quantity	Cost
Soap Bar – Small	1oz Freshscent - 500/case	\$ 90.00
Soap Bar – Large	3oz Feshscent - 72/case	\$ 26.00
Deodorant – Small	1oz Freshscent - 500/case	\$ 49.00
Deodorant – Large	1.6oz Dawn Mist deodorant stick - 144/case	\$ 85.00
Toothpaste – Small	.6oz tube - 720/case	\$ 95.00
Toothpaste – Large	2.75oz - 144/case	\$ 60.00
Toothbrush – Fingertip	short handled 3.25” - 144/case	\$ 10.50
Barber Comb	5” black plastic comb - 144/case	\$ 4.00
Pre-stamped Envelopes	#10 pre-stamped envelopes - 500/case	\$ 400.00
Sheets of Writing Paper	loose paper 3600 sheets per case	\$ 40.00
Pencil - Golf size	Standard golf pencil - 144/case	\$ 5.00
Distribution bags (Ziploc or other)	9x12 2MIL ziplock style bags - 1000/case	\$ 52.00

7.8 Cost of Commissary Items and Financial Transaction Fees

The cost of individual commissary items and financial transaction fees charged to inmates or other users shall be according to Contractor’s proposal as may be updated from time to time with approval of the Jail Administrator or as otherwise required by law.

Response To
Request For Proposal
(RFP) No. 1364-22



Allegan County Corrections Center

Inmate
Commissary
Services

ORIGINAL

March 29, 2022

March 29, 2022

Kristin VanAtter, Project Management Specialist
Allegan County Corrections Center
3283 122nd Ave
Allegan, MI 49010



Dear Ms. VanAtter,

Summit Food Service, LLC, is pleased to submit our response to RFP#1364-22 for commissary services at the Allegan County Corrections Center. We are proposing a comprehensive inmate commissary and technology program that meets and exceeds the quality and support required for your facility.

Nationally, Summit operates over 500+ food and commissary clients and, since 1991, Summit has operated within Michigan. Some of our key accounts are Marquette County (MI), Gladwin County (MI), Elkhart County (IN), Adams County (IL), and Washington County (AR). Through this, we have a deep understanding of all the standards and policies required by the American Correctional Association (ACA), the American Jail Association (AJA).

Since 1991, Summit has been organized to provide inmate food and commissary services within the correctional care environment. Our corporate offices, located in Sioux Falls, South Dakota, provide 24/7 support to our clients and our operating teams. We will strive to earn your business every day by providing an efficient and safe program that provides your staff and inmates with quality products, well-trained and courteous staff, easy-to-use technologies, and industry best customer service.

For your program, we are proposing the following high value approaches:

- VendEngine, is Summit's technology partner. We have interfaced with Tyler Technologies at other facilities across the United States. VenEngine is not a wholly owned subsidiary of Tyler Technologies - our partnership will ensure a smooth transition.
- Our proposal gives you a look into our programs and highlights our solutions to the key areas that your RFP indicated were most important to ACCC.

The contact persons for this proposal process are:

Trent Wright, Business Development Director | trent.wright@summitfoodservice.com | 330.587.8818
Naomi McLaughlin, Managing Director of Growth | naomi.mclaughlin@summitfoodservice.com | 605.359.1969

The following representative is authorized to commit Summit to the proposal and any contractual agreement.
Marlin C. Sejnoha Jr., President & CEO | marlin.sejnoha@summitfoodservice.com | 605.335.0825.

All information contained in this proposal is true and complete to the best of my knowledge.

Summit appreciates the opportunity to provide a very crucial service in the daily operations of your facilities and looks forward to implementing an industry leading commissary management program.

Marlin C. Sejnoha, Jr.
President and CEO - Summit
500 East 52nd Street North | Sioux Falls, SD 57104
605.310.4950 Mobile | Marlin.Sejnoha@summitfoodservice.com

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Statement of Confidentiality

This proposal is submitted to Allegan County for use in evaluating Summit as a Commissary Services Provider. This proposal contains information that is confidential and proprietary in nature. All pages are marked individually and are only to be utilized for fulfilling the terms of this agreement. Allegan County shall not duplicate, use or disclose in whole or in part any materials containing such information for any purpose except for use in the procurement process without prior written consent. This proposal and all information are guaranteed for ninety (90) days.



Section 1

12.1 Company Information

12.1.1 State the legal name under which Contractor carries out business, the year the company was established and the approximate size of the company in terms of total employees and annual revenues.

Legal Name: Summit Food Service, LLC

Year Established: 2007

Annual Revenue: \$200 Million

Summit by the Numbers



2,150+

team members
nationwide



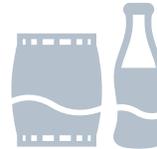
60+
years

in corrections
as a company



500+

corrections-based
organizations served



500+

products stocked
at our 6 commissary
warehouses across
the country



14,000

commissary
orders processed
each week



80+

officer and staff
dining programs

Plus



340,000+

inmate meals served daily

That's over **125 million** meals each year!

12.1.2 Identify the location of the office from which work described here will be managed and the year that office was established if other than above.

Summit Food Service Cooperate office is located: Sioux Falls, SD. Established in 2007.

Our Regional Vice President's Office: Plymouth, MI. Established in 2006.

12.1.3 Provide the contact information (name, title, telephone number and email) for Contractor representative submitting proposal.

The contact persons for this proposal process are:

Trent Wright, Business Development Director
E: trent.wright@summitfoodservice.com
P: 330.587.8818

Naomi McLaughlin, Managing Director of Growth
E: naomi.mclaughlin@summitfoodservice.com
P: 605.359.1969

12.1.4 Indicate whether any disciplinary action has been taken or is pending against Contractor 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.

Occasionally, Summit Food Service, LLC may be party to various legal actions involving claims incidental to the conduct of our business, including, but not limited to, actions by inmates, employees and third-parties. Based on information currently available, advice of counsel, the confidentiality of such actions, and available insurance coverage, Summit Food Service, LLC does not believe that any such current actions are likely to be, individually or in aggregate, material to our business financial condition, results of operations, cash flow or our ability to perform under a contract with Allegan County .Corrections Center.



Section 2

12.2 Company Experience

12.2.1 If your company currently provides meal services to other jails or similar institutions, provide the following information for up to five such jails or institutions that are most similar in nature to the ACCC.

Reference Sheet

ELKHART COUNTY SHERIFF'S OFFICE

**26861 County Road 26,
Elkhart, IN 46517
ADP: 750**

Food, Commissary, and Laundry
Captain David Lanzen
574.891.2151
dlanzen@elkhartcountysheriff.com
Contract Start Date: 2014 - Present

MARQUETTE COUNTY SHERIFF'S OFFICE

**236 W Baraga Ave
Marquette MI 49855
ADP: 60**

Food and Commissary Services
Captain Brian Steede
906.225.8453
bsteede@mqtco.org
Contract Start Date: 2015 - Present

SEDGWICK COUNTY SHERIFF'S OFFICE

**141 West Elm
Wichita, KS 67203
ADP: 1,200**

Food and Commissary Services
Sheriff Jared Schechter
316.660.0905
jared.schechter@sedwick.gov
Contract Start Date: 2017 - Present

ADAMS COUNTY SHERIFF'S OFFICE

**521 Vermont Street
Quincy, IL 62301
ADP: 135**

Food and Commissary Services
Captain Sue Hester
217.277.2190
shester@co.adams.il.us
Contract Start Date: 2018 - Present

*"Since being with Summit,
the only thing that I wish we had
done differently was to have
gone with Summit sooner!"*

**Lt. Gordon N. Clapp
Natrona County Detention
Center, WY**

**WASHINGTON COUNTY
DETENTION CENTER**

**1155 W. Clydesdale Drive
Fayetteville, AR 72701
ADP: 697**

Food and Commissary Services
Major Randall Denzer
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Contract Start Date: 2017 - Present



Section 3

12.3 Commissary System

Your Operational Plan

12.3.1 Describe the commissary management solution used by your firm and its system architecture.

Summit's technology partner, VendEngine, provides cloud-based technology solutions specifically designed for the corrections industry – from inmate commissary and communication technology deposits and banking to commissary management systems to a myriad of inmate communication applications

Delivery of a high-quality commissary program, in accordance with industry standards.

- Your commissary program will meet all applicable federal, state, and local guidelines, laws, and regulations and will meet the guidelines prescribed by the ACA, as described in Exhibit B of the RFP release.

Beginning the Journey of an Inmate

The journey of an inmate in your facility starts when they walk in the door. With the right technology, starting their accounting process can be smooth for everyone involved. We offer equipment and technology that your corrections officers and staff can rely on to ensure accuracy, safety, and security. Booking manager kiosks, secure cash counters, and credit/debit swipe-at-booking equipment help streamline and secure your intake process.

Service Equipment Agreement

If your commissary technology has an issue, it affects everyone in your facility and you need immediate support. Any repairs needed will be fixed in a timely manner.

In response to the requirements of the RFP and in conjunction to the operational plan we are proposing, Summit is committed to providing the following equipment:

- 1x Bond Lobby
- 1 Lobby Kiosk
- 1 Booking Kiosk
- 1 Release Card Swipe

12.3.2 Describe the system’s safety and security measures and how secure inmate accounts are created for and used by inmates.

Contraband Prevention

We take the security of your facility very seriously. It is a priority of the full Summit team to ensure we prevent any instances of contraband from entering or exiting your facility. This means:

- **Responsibility** - Summit will assume full responsibility for our commissary personnel.
- **Vetting** - Summit employees will be subject to the facility’s approval prior to starting work.
- **Identification** - All Summit employees are provided a required uniform for easy identification and a locker to store all personal effects for security purposes. All staff are required to wear ID badges if requested by the facility. All lost ID cards/badges will be reported immediately to the security sergeant on duty.
- **Control** - All commissary orders are checked by at least two (2) Summit employees before being placed for shipment.

12.3.3 The County currently uses Tyler Technologies New World system for booking and managing inmates. State whether your solution has been successfully interfaced with Tyler Technology at other correctional facilities and whether any additional costs are to be incurred for this integration.

VendEngine, Summit’s technology partner, has interfaced with Tyler Technologies at other facilities including VendEngine which was recently acquired by Tyler Technologies, Inc. (“Tyler”) effective September 1, 2021. VendEngine is now a wholly owned subsidiary of Tyler.

There will be no associated costs passed onto the county for these integrations.

12.3.4 The County currently uses ViaPath Technologies (formerly GTL) for its inmate video and visitation system with fixed terminals (and potentially tablets in the near future) deployed in each pod. The ViaPath terminals have an interface with the County’s current commissary system which allows inmates to place commissary orders. State whether your solution has been successfully interfaced with ViaPath at other correctional facilities and whether any additional costs are to be incurred for this integration.

VendEngine, Summit’s technology partner, has interfaced with ViaPath (GTL) at other facilities.

There will be no associated costs passed onto the county for these integrations.

12.3.5 Note whether any additional hardware or software is required (other than the kiosks and inmate terminals) to implement the solution.

Non-Applicable



Section 4

12.4 Commissary Items

12.4.1 Attach a listing of available commissary items with proposed costs.

ID: _____		Printed Name: _____	
Location: _____		Signature: _____	
Date: _____		*I authorize the deduction of funds to pay for the items selected.	
Revised 3/24/2022			
CLOTHING			
1000	___ Washcloth Brown	2.30	2016 ___ Mouthwash-Alcohol Free
1001	___ Shower Shoes Size S	3.84	2019 ___ Aloe Lotion 20oz
1002	___ Shower Shoes Size M	3.84	2021 ___ Ladv Sneed Stick
1004	___ Womens Briefs 6	3.84	2022 ___ Women's Deodorant Cucumber 2oz (generic)
1005	___ Womens Briefs 8	3.84	2023 ___ Secret Women's Antiperspirant 1.7oz
1006	___ Womens Briefs 10	3.84	2027 ___ Sulfur 8 shampoo 7.5oz
1007	___ Womens Briefs 12	3.84	2028 ___ Denture Adhesive 2.4oz
1008	___ Mens Briefs S	3.84	2029 ___ Contact Lens Solution 12oz
1009	___ Mens Briefs M	3.84	2030 ___ Contact Lens Case
1010	___ Mens Briefs L	3.84	2031 ___ Blue Magic Conditioner 4oz
1011	___ Mens Briefs XL	3.84	2033 ___ Cocoa Butter Lotion 4oz
1012	___ Mens Briefs 2XL	4.06	2035 ___ Sneed Stick Mens Deodorant
1013	___ Boxer Shorts S	4.95	2036 ___ VO5 Shampoo 12oz
1014	___ Boxer Shorts M	4.95	2037 ___ Skin Hand & Body Care Lotion 4oz
1015	___ Boxer Shorts L	4.95	2039 ___ Dove Bar Soap
1016	___ Boxer Shorts XL	4.95	2040 ___ Toothbrush Long Handled
1017	___ Boxer Shorts 2XL	4.95	2044 ___ Multi-Vitamin
1018	___ Boxer Shorts 3XL	4.95	2045 ___ Bergamot Hair Dressing 3.75oz
1019	___ T-Shirt White M	6.59	2047 ___ 3 in 1 Shampoo, soap, shave 4oz
1020	___ T-Shirt White L	6.59	2048 ___ Neutrogena Soap
1021	___ T-Shirt White XL	6.59	2049 ___ Dove Sensitive Skin
1022	___ T-Shirt White 2XL	8.79	2050 ___ Conditioner Balsam & Protein 4oz
1023	___ T-Shirt White 3XL	8.79	2051 ___ Dawn Mist Generic Deodorant 1.6oz
1024	___ Sports Bra 34	14.99	2052 ___ Freshmint Sensitive Toothpaste 4.3oz
1025	___ Sports Bra 36	14.99	2053 ___ CoolWave Toothpaste 4oz
1026	___ Sports Bra 38	14.99	2055 ___ "Toothbrush Short Handled 3.25" ""
1027	___ Sports Bra 40	14.99	2062 ___ Freshscent Soap 3oz
1028	___ Sports Bra 42	14.99	2063 ___ Sulfur 8 Conditioner 2oz
1029	___ Sports Bra 44	14.99	2069 ___ Petroleum Jelly 6oz
1030	___ Thermal Shirt Medium	7.15	2070 ___ Dial HypoAllergenic Soap 3.2oz
1031	___ Thermal Shirt L	7.15	2090 ___ PonvTail Band - Black
1032	___ Thermal Shirt XL	7.15	4030 ___ Panty Liner
1033	___ Thermal Shirt 2XL	7.69	4050 ___ Tampons EACH
1034	___ Thermal Shirt 3XL	8.79	
1035	___ Thermal Pants M	7.15	MEDICAL
1036	___ Thermal Pants L	7.15	2041 ___ Tolnaftate Antifungal Foot Creme
1037	___ Thermal Pants XL	7.15	2042 ___ Cough Drop Honey Lemon
1038	___ Thermal Pants 2XL	7.69	2061 ___ Dandruff Shampoo 12oz
1039	___ Thermal Pants 3XL	8.79	2081 ___ Vitamin C 100ct
1041	___ Canvas Shoes Navv Size 7	12.99	4010 ___ Ibuprofen (generic Advil) 2ct
1042	___ Canvas Shoes Navv Size 8	12.99	4011 ___ Acetaminophen (generic Tylenol) 2ct
1043	___ Canvas Shoes Navv Size 9	12.99	4022 ___ Tums - 8ct roll
1044	___ Canvas Shoes Navv Size 10	12.99	4026 ___ Decongestant Tab 2pk
1045	___ Canvas Shoes Navv Size 11	12.99	4029 ___ Triple Antibiotic Ointment
1046	___ Canvas Shoes Navv Size 12	12.99	4032 ___ Hydrocortisone cream
1047	___ Canvas Shoes Navv Size 13	12.99	4051 ___ Hemorrhoidal ointment
1048	___ Canvas Shoes Navv Size 14	12.99	
1049	___ Shower Shoes Size 2XL	3.49	MISC
1050	___ Shower Shoes Size L	3.49	4000 ___ Envelope #10
1051	___ Shower Shoes Size XL	3.49	4001 ___ Golf Pencil
1052	___ Reading Glasses 1.50	9.99	4003 ___ Eraser Tin
1053	___ Bath Towel Brown	8.99	4004 ___ Denture Cup/Bath
1054	___ Heavv White Sock	1.99	4005 ___ 9x12 Envelope
1055	___ Reading Glasses 2.0	9.99	4006 ___ Eraser-Block
1056	___ Reading Glasses 2.5	9.99	4007 ___ Stamp 58 cent
1072	___ Boxer Shorts 5XL	7.49	4009 ___ Pen-Flex Blue Ink
1091	___ Boxer Shorts 4XL	7.49	4012 ___ Floss Loops
1092	___ Sports Bra 32	14.99	4013 ___ Stamp Envelope
1100	___ T-Shirt White 4XL	8.99	4014 ___ Hair Pick 5in
1101	___ T-Shirt White 5XL	8.99	4018 ___ Soap Box
	PERSONAL HYGIENE		4019 ___ AA Battery 1ea
2000	___ Freshmint Fluoride Toothpaste 1.5oz	1.99	4020 ___ AAA Battery 1ea
2001	___ Dial Soap Bar	2.49	4027 ___ Cereal Bowl w/ Security Lid
2004	___ Generic Sneed Stick Deodorant 2.25oz	4.29	4031 ___ Level 10 Lip Balm
2005	___ Original Skin Cream 4oz	4.49	4033 ___ Winter Holiday Card
2006	___ Shampoo Balsam/Protein 4oz	1.49	4034 ___ Get Well card
2007	___ Colgate toothpaste 2.5oz	3.49	4035 ___ Thank You card
2011	___ Hair Gel	3.99	4036 ___ Birthday Card
2012	___ Magic Shave Cream	9.99	4037 ___ Thinking of You Card
2014	___ VO5 Conditioner 12oz	3.99	4038 ___ Love Card
			4039 ___ Birthday Card (Spanish)
			4040 ___ 2 Pocket Folder
			4042 ___ Mothers Day Card

ID: _____ Printed Name: _____
 Location: _____ Signature: _____ Revised 3/24/2022
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

4043	_____ Crossword puzzle (RANDOM)	3.49	6018	_____ Maxwell House 4oz Coffee (K)	8.49
4044	_____ Dictionary/English	6.99	6022	_____ Kool Aid Grape 6oz (K)(S)	3.99
4045	_____ Acne Cream	4.29	6023	_____ Kool Aid Tropical Punch 6oz (K)(S)	3.99
4046	_____ Denture Cleanser Tablets 40ct	4.29	6026	_____ Decafe Nescafe SS Coffee (V+)	0.65
4048	_____ Colored Pencils 3.5 inch 12ct	3.59	6027	_____ Hot Cocoa Mix (V)	0.59
4049	_____ Pinochle Cards	3.99	6029	_____ Countrvtime Lemonade 6oz (K)(S)(V+)	3.99
4059	_____ Carmex	2.79	6034	_____ Protein Health Shake Chocolate	3.49
4060	_____ Foam Ear Plugs	0.99	6050	_____ SF Fruit punch drink mix 10pk (K)	2.89
4061	_____ Economy Playing Cards	3.99	6051	_____ SF Lemonade Drink mix 10pk (K)(V+)	2.89
4062	_____ Paper Lined Writing Pad - White	1.99	6052	_____ SF Orange drink mix 10pk (K)	2.89
4063	_____ Paper Sketch Pad	4.29	6053	_____ SF Ice Tea drink mix 10pk (K)(V+)	2.89
4066	_____ "Comb 5"" Black"	0.59		CHIPS / SNACKS	
4067	_____ Toothbrush Holder	1.99	5033	_____ Nutty Bar SINGLE (K)(S)(V)	0.79
4068	_____ Uno Cards	14.99	6028	_____ Premium Freeze Dried Coffee 3oz (V+)	6.49
4069	_____ Word Search (RANDOM)	3.49	7004	_____ Grandmas Peanut Butter Cookie (K)(V)	1.49
4077	_____ Sudoku (RANDOM)	3.49	7005	_____ Famous Amos 2oz (K)(V)	1.59
4079	_____ Fixodent Denture Adhesive Cream 1.4oz	9.99	7006	_____ Duplex Cookie 5oz (K)(S)(V+)	1.79
4080	_____ Eye Drops Artificial Tears .5oz	3.49	7007	_____ Lemon Creme Cookie 5oz (K)(S)(V+)	1.79
4081	_____ Nasal Sprav	3.99	7008	_____ Peanut Butter Creme Cookie 5oz (K)(S)(V+)	1.79
4083	_____ Club Brush	4.29	7009	_____ Vanilla Creme Cookie (K)(S)(V+)	1.79
4086	_____ Horizon Earbuds w/MIC	12.00	7010	_____ Oatmeal Apple Cinnamon (K)(V+)	0.89
4089	_____ Flex Spoon TAN	1.89	7011	_____ Oatmeal Brown Sugar (K)(V+)	0.89
4091	_____ Composition Notebook	4.29	7012	_____ Jalapeno Slices (K)(S)(V)	1.29
4096	_____ Maxell Stereo Ear Buds	12.99	7013	_____ Hot Peanuts (K)(V+)	1.49
4097	_____ AM/FM Analog Radio	39.99	7016	_____ Cheez Its (K)(V)	1.49
4100	_____ Fathers Day Card	2.99	7020	_____ Jalapeno Cheese Tub 16oz	6.99
4104	_____ Valentine's Card	2.99	7021	_____ Grade Jellv Squeeze Packet	0.59
4105	_____ Blank Greeting Card	2.99	7022	_____ Cheetos (V)	1.69
4106	_____ Easter Greeting Card	2.99	7024	_____ Cheetos Flamin Hots (V)	1.69
4107	_____ Thanksgiving Greeting Card	2.99	7027	_____ Chili Ramen	1.09
4108	_____ Symbathv Greeting Card	2.99	7028	_____ Picante Beef Ramen	1.09
4115	_____ Colored Pencils 12ct 7"	6.99	7029	_____ Beef Ramen	1.09
4145	_____ Koss Stereo Earbuds	16.99	7030	_____ Chicken Ramen	1.09
	CANDY		7031	_____ Shrimp Ramen	1.09
5000	_____ Chick-O-Stick (K)(S)(V+)	0.69	7032	_____ Squeeze Peanut Butter (V+)	0.99
5003	_____ M&M Plain (K)(S)(V)	1.79	7033	_____ Squeeze Cheddar Cheese 2oz. (V)	1.79
5004	_____ Skittles (S)(V+)	1.79	7034	_____ Squeeze Jalapeno Cheese 2oz. (V)	1.79
5005	_____ Atomic Fire Ball 3oz (K)(S)(V+)	1.79	7035	_____ Pre-Cooked White Rice 2oz (K)(S)(V+)	1.59
5006	_____ Root Beer Barrels 4.25oz (S)(V+)	1.79	7036	_____ Pop Tart Strawberry 2ct (V)	1.59
5007	_____ Now & Later 3.25oz (S)(V+)	1.79	7037	_____ Toast'em Pop Ups S'mores 6ct	4.49
5008	_____ Snickers (K)(S)(V)	1.79	7041	_____ Spanish Rice w/cheese	1.99
5009	_____ M&M Peanut (K)(S)(V)	1.79	7043	_____ Tuna In Water 6oz (K)	6.99
5010	_____ Twix (K)(S)(V)	1.79	7045	_____ Honey Bun Iced (K)(V)	1.99
5011	_____ Hershevs Milk Chocolate (K)(S)(V)	1.79	7046	_____ Chili with Beans Pouch (V)	4.29
5012	_____ Butterfinger (K)(S)(V)	1.79	7049	_____ Instant Chili 4oz (V)	2.29
5013	_____ Milky Way (K)(S)(V)	1.79	7052	_____ Hot Chili w Beans Pouch	4.29
5014	_____ Kit Kat (K)(S)(V)	1.79	7054	_____ Mrs. Freshleys Choc Cupcakes 2pk (V)	1.99
5015	_____ M&M Peanut Butter (K)(S)(V)	1.79	7055	_____ Cheddar Cheese Tub 16oz (V)	6.99
5016	_____ Snickers Almond (K)(S)(V)	1.79	7056	_____ Graham Cracker Box 14oz (S)(V+)	5.99
5017	_____ Babv Ruth (K)(S)(V)	1.79	7059	_____ Cheetos Jalapeno (V)	1.69
5019	_____ Whatchmacallit (K)(S)(V)	1.79	7061	_____ Doritos Cool Ranch 1.5oz (V)	1.69
5020	_____ 3 Musketeer (K)(S)(V)	1.79	7062	_____ Doritos Nacho Cheese 1.5oz (V)	1.69
5021	_____ Mike & Ike (K)(S)(V+)	1.79	7064	_____ Fritos Chili Cheese 1.5oz (V)	1.69
5022	_____ Reese's Peanut Butter Cup (K)(V)	1.79	7067	_____ Sardine Pouch 3.5oz (K)(V)	2.99
5023	_____ Lemon Drops	1.79	7068	_____ Hot Fries - Small (V+)	1.09
5024	_____ Butterscotch Disc 4.25oz (S)(V+)	1.79	7069	_____ Jack Links Original Beef Stick	2.49
5028	_____ Jollv Rancher 3.7oz (S)(V+)	1.99	7070	_____ Summer Sausage 5oz	4.49
5030	_____ Hershev's Milk Chocolate Almonds (K)(S)(V)	1.79	7071	_____ Jumbo Hot Dill Pickle (K)	1.89
5035	_____ Skittles Sour (S)(V+)	1.79	7072	_____ Kosher Dill Pickle (K)(V+)	1.89
5037	_____ Starburst Original (S)(V+)	1.79	7073	_____ Lavs BBO 1.5oz (K)(V+)	1.69
5038	_____ Starlite Mints 3.75oz (S)(V+)	1.79	7075	_____ Lavs Sour Cream & Onion 1.5oz (K)(V)	1.69
5039	_____ Tootsie Roll 2.25oz (K)(S)(V)	1.79	7077	_____ Obriens Beef and Cheddar	1.89
5040	_____ Twizzlers 5oz (K)(S)(V+)	2.99	7078	_____ Obriens Double Barrel Salami	1.79
5041	_____ Gummi Bears 4oz (S)(V+)	1.99	7080	_____ Spicv Vegetable Ramen (V+)	0.99
5042	_____ Cinnamon Bears (S)(V+)	1.99	7083	_____ Sndvers Hot Buffalo Pieces (K)(V+)	1.69
5045	_____ SF Starlite Mints 3.25oz (K)(S)(V+)	3.99	7084	_____ Sndvers Jalapeno Pieces (K)(V+)	1.69
5047	_____ SF Butterscotch Disc 3.25oz (K)(S)(V+)	3.99	7085	_____ Krunchers Kettle Jalapeno Chip (K)(V+)	1.69
5051	_____ Skittles Tropical (S)(V+)	1.79	7086	_____ Flour Tortillas 6ct. (K)(V+)	2.49
	BEVERAGES		7091	_____ Cheese and Cracker (K)(S)(V)	0.69
6000	_____ Nescafe Tasters Choice Single (K)(V+)	0.55	7092	_____ Cup O Noodle Beef	1.39
6001	_____ Sweet and low 10 ct (K)(V+)	0.99	7093	_____ Cup O Noodle Chicken	1.39
6002	_____ Creamer singles 10pk (K)(V)	0.99	7094	_____ Cup O noodle Spicv Chile Chicken	1.39
6012	_____ SF Cocoa single (V)	0.59	7095	_____ Spicv Refried Beans 8oz (K)(V+)	3.99
6013	_____ Cappuccino SINGLES	0.79	7102	_____ Mustard PC (K)(V+)	0.10

ID: _____ Printed Name: _____
 Location: _____ Signature: _____ Revised 3/24/2022
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

7103	___ Ketchun PC (K)(V+)	0.10
7104	___ Pepper Packets 10ct (V+)	0.99
7105	___ Salt Packet 10ct. (V+)	0.99
7106	___ Hot Sauce PC (K)	0.35
7107	___ Mavo PC (K)(V)	0.19
7108	___ Oatmeal Variety Pack 10ct (V)	6.99
7109	___ Pot Tart Brown Sugar 2ct (V)	1.49
7112	___ Sugar Packets 10ct (V+)	0.99
7115	___ Ouaker choc chip granola bars (V)	0.79
7117	___ Mac & Cheese 3oz (K)(V)	2.19
7118	___ Ranch Dressing packet (V)	1.09
7120	___ Trail Mix 2oz.	1.79
7121	___ Peanut Butter Cracker (K)(V)	0.69
7129	___ Peanuts 3.5oz (V)	2.29
7141	___ Pork Rinds Hot & Spicy 2oz	2.79
7142	___ Chocolate Chip Cookie 12oz (K)(S)(V)	3.99
7147	___ Snack Crackers Full box (K)(V+)	4.99
7148	___ Saltine Crackers Full Box (K)(V+)	4.99
7149	___ Toast 'Em Strawberry 6ct Box (V)	4.49
7150	___ Toast 'Em Blueberry 6ct Box (V)	4.49
7151	___ Toast 'Em Brown Sugar/Cinnamon 6ct Box (V)	4.49
7152	___ Blazin Hot Cheese Crunchy Nibblers 7oz	3.99
7154	___ Cream Cheese Squeeze Packet	1.39
7168	___ Oreo Brownie	2.19
	SPECIAL	
9030	___ Sweet Care Pack	25.99
9031	___ Salty Care Pack	25.99
9032	___ Meat & Soup Care Pack	25.99
9500	___ Soup Lovers Care Pack	32.99

**ALL SALES FINAL
 CHECK ORDER AT DELIVERY
 TAXES ADDED AS NECESSARY**

12.4.2 Describe how the items are packaged and labeled for distribution to Inmates.

Commissary Order & Fulfilment

Quality Brands and Plenty of Choices

With our national buying power, Summit can offer a wide variety of products in our commissary menus, including a multitude of high-quality national brands and a wide assortment of coffees that inmates know and enjoy. Value is as important as variety, so we research the local retail market to establish a competitive and fair market price to the inmate. We will work closely with you to customize a final commissary menu. You can be assured any new menu offerings will only be added with your approval. We guarantee the freshness of each commissary product and will make certain that we meet your required delivery standards.

Our team is excited to work with you to customize a program that works best for your facility. Remember, from your onsite Summit representative to our full support team in the warehouse and beyond, there will be someone available to help answer your questions 24 hours a day, every day.



12.4.3 Describe where commissary shipments are assembled and delivered from.

Warehouse Specs

The Commissary Process

Your Summit team will work with you to set the schedule for how frequently inmates can purchase commissary goods. Orders can be placed through inmate phone, kiosk or tablets (depending on your program details), where they will find the full menu with pricing. Then we're off to order fulfillment and delivery. A large selection of your approved commissary items will be picked and packed from our Wisconsin Warehouse and delivered on schedule.



Order Fulfillment

Once the inmate order is transmitted and processed, we will fill and package each order in a clear, heat-sealed plastic bag. Orders will be grouped by cell block and/or pod to ensure smooth delivery of each inmate order. Upon delivery, a two-part receipt will be generated to confirm delivery and document each transaction. In addition, all errors and shortages will be addressed, typically within the same day of the handout.

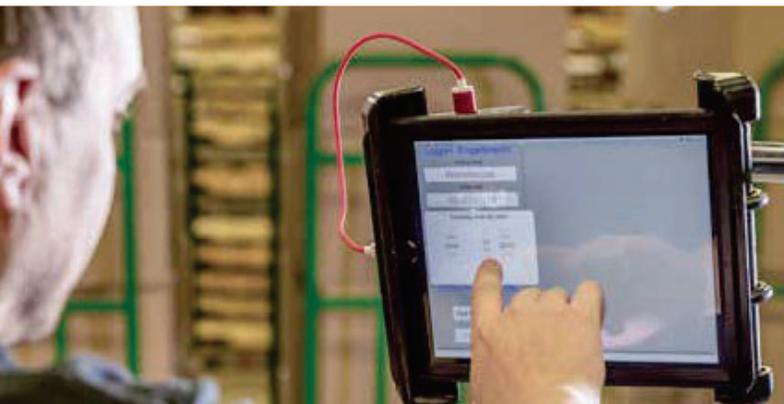
Distribution of all commissary orders will be performed by Summit's commissary personnel unless otherwise designated by the facility.

Lightspeed™ Means More Accurate Orders

We use Lightspeed™ order picking software exclusively in our warehouses, which allows for our 99.8% accuracy of commissary orders. Lightspeed™ is a wireless order processing system developed exclusively for prison commissary order fulfillment. Using iPads mounted on a customized pick cart, LightSpeed™ directs the picker from item to item throughout the warehouse for fast and accurate picking. Content verification is achieved by processing orders into clear bags. Inmate order information is restricted to ensure proper security compliance. This advanced system provides huge savings while delivering virtually error-free orders.

This means:

- We pull multiple orders at the same time with an optimized warehouse picking route for faster order processing
- Increased number of orders picked by employees for more efficiency
- Reduced error rate to .02% for less grievances



12.4.4 Explain whether your firm can provide pre-packaged kits as described in Section 3.5 and if so fully describe the contents and how they are packaged noting any variations from the items desired for each type of kit. If yes, also fill out the cost table in Section 7.6.

Summit will provide bulk items.

12.4.5 Explain whether your firm can provide bulk supplies needed for the County to assemble the kits as described in Section 3.5 on its own. If yes, fill out the cost table in Section 7.7.

Summit will provide bulk items for the County to assemble please refer to Section 7.7.

12.4.6 State whether your firm can adhere to having orders placed by midnight Sunday delivered on Tuesday.

Summit understands and will adhere to having orders delivered on Tuesday.

12.4.7 Describe how inmates would identify incorrect orders and how those would be communicated to your firm.

Discrepancies will be reported during the commissary handout process and corrected via credits after handout by jail staff.

12.4.8 Describe how the Jail Administrator would obtain a monthly summary report of commissary orders and include a sample report if available.

The Summit Foods Admin Portal Reports Module powered by VendEngine offers dozens of accounting and auditing reports, a full bank reconciliation module, and real-time inmate balances. Each report has multiple filter options to allow the authorized admin user to customize and generate report results that meets their needs. The report can be printed directly from the Admin Portal or after the report is generated it can be saved as a PDF and/or a Microsoft Excel file.

VendEngine's solutions are 100% cloud-based, so there is no need for a server in your jail. You can access dozens of accounting and auditing reports and manage all inmate communications and administration remotely with your PC or mobile device.





Section 5

12.5 Kiosks and Remote Deposits

12.5.1 Confirm that your firm has and can install kiosks necessary to manage on-site cash and debit/credit card financial transactions.

Lobby ATM Kiosks

VendEngine (VendEngine, Inc. is a wholly owned subsidiary of Tyler Technologies, Inc.) has partnered with Summit Food Service. These lobby kiosks come standard with a touch screen, receipt printer, and one or two bill acceptors (whichever amount is needed or required) provided within a built-in steel case to prevent vandalism. The kiosk units are self-contained and only require power and network connectivity to operate.

Our kiosks are built in America (Nashville, Tennessee) in a state-of-the-art manufacturing facility where we can take any product from design to manufacturing in-house. VendEngine's production facility enables us to design and develop custom kiosks and equipment solutions to fit specific needs and applications of our clients.

The lobby and booking deposit kiosk solution is a competitive industrial computer system with security in mind. From hardened glass on our touchscreen system to countersinking of the security fasteners that keep the unit closed.

The kiosk units are designed to quickly be serviced in the field when needed with minimal disruption to the facility.

Kiosk monitoring and management is available 24/7 within the software and are available through the online admin portal available through desktop or mobile device that has a secured internet connection and admin access credential. The software has many capabilities/tools, such as:

- Review kiosks use and commands
- Monitor real-time issues
- Deposit transactions and balances
- Kiosk(s) not communicating
- Cash cassette box full and need to be emptied
- Inmate login attempts, allowed and denied
- Locations for kiosk logins
- Special permissions on a per kiosk basis

12.5.2 Explain where and how deposited funds are held. If additional agreements governing financial transactions with third parties are required, please include copies of those agreements in the proposal.

Inmate Banking and Accounting Software (Jail Trust Funds Management)

The Summit Foods Inmate Banking and Accounting Software powered by VendEngine is a complete inmate banking and accounting software that maintains and facilitates full record-keeping of inmate accounts (including balances, credits, and debits of any kind), check writing and trust management, bank reconciliation, audit-reporting and much more. The system is completely cloud-based and is accessible via the web from any source having an internet connection and login credentials.

The Admin Suite provides clients the full ability to add and change any charges, payments, credits, or debits to inmate accounts. Whether the inmate is using the in-pod kiosks or the IVR phone system, the software gives inmates access to their account balances at any time, ability to place commissary orders or to transfer commissary funds to phone time purchases if needed. It includes dozens of accounting and auditing reports, a commissary warehouse management system and a point-of-sale system integrated into the Trust Account. When synced with your Jail Management System, this makes passing audits a breeze.

The Summit Foods Platform powered by VendEngine is designed as an application-based modular system to deliver a comprehensive technology suite that provides authorized users all the tools necessary to deposit and manage inmate trust accounts. Deposits can be made through the lobby kiosk(s), CorrectPay App (available for download through Google Play or the Apple App Store), online at www.correctpay.com, or by phone at (855) 836-3364.

Inmate Releases

Any remaining funds can be given to the inmate at the time of release either by paper check or by electronic inmate debit release card payment. The combination of both methods can be used at the discretion of the facility.

Audit History

The system keeps a full audit trail of all deposits, adjustments, inmate history and fund movement within the system that is both viewable to the inmate through the in-pod kiosks and to the admins from the online Administrative Portal.

Debit Cards

Debit cards can be assigned to inmates manually or done through the booking kiosk. Debit cards are provided to your facility directly from the debit card company and are replenished as needed. Inmates must be recognized as released through the software before they can receive a debit card for security. Cards can be used like a gift-card anywhere Mastercard is accepted, or at any ATM, until the balance is depleted.

Check-Writer System

The Summit Foods platform powered by VendEngine includes a comprehensive check writing system for paying vendors, courts, inmate releases or any other need your facility may have.

Fee Collection

All fees can be set in the system to collect automatically, at whatever amount has been set by the facility and can be on a per-fee basis. There is no limit to how many fees can be applied within the system and the system provides a full reporting suite to view any payments, fees applied and checks for when those are paid out to the appropriate parties. The system will create a debit balance on any inmate's account for unpaid fees, if desired.

Reports

The Summit Foods Admin Portal Reports Module powered by VendEngine offers dozens of accounting and auditing reports, a full bank reconciliation module, and real-time inmate balances. Each report has multiple filter options to allow the authorized admin user to customize and generate report results that meets their needs. The report can be printed directly from the Admin Portal or after the report is generated it can be saved as a PDF and/or a Microsoft Excel file.

12.5.3 Describe all transaction fees to be charged to users of the system and explain whether these are made known to end users before transactions are processed.

Statement of Pricing, Fees, and Operational Snapshot

We recognize that an investment in your commissary program is an investment in your entire facility, and that should come with a fair price. We will maintain a fair pricing structure for all commissary goods. We comply with all federal and state laws. We will pay all applicable taxes and will hold you harmless as a result of any violation throughout the life of the agreement.

Summit Offers

**40% COMMISSION
ON ALL COMMISSARY NET SALES**

**25% COMMISSION
ON ALL ONLINE WEB SALES**

Net sales is defined as total gross sales minus sales tax, postal products, credits, and any other items sold at no markup or at cost. Commissions will be paid in accordance to the requirements throughout the duration of the contract.

Commissary Fee Structure

Lobby Kiosk Deposits

Fee for Cash Deposits. - \$4.00

Flat Fee or Percentage Fee, whichever is greater for Credit/Debit Card Deposits.

\$4.00 + 4% processing fee, whichever is greater

Debit Phone Time Purchase

Fee for phone time purchase. \$0.80

Example: Inmate purchases \$10 phone time.

Their account is deducted the fee. Any unused phone time will be credited to the inmate at time of release.

Inmate Debit Cards

Zero fee to load and fund the card for the inmate and the facility. The inmate has 72 hours to use the card with no weekly maintenance fee.

Bonds

Zero fee for Cash Bonds.

Percentage Fee for Credit/Debit Card Bonds.

\$4.00 + 4% processing fee, whichever is greater.

CPI Language

Pricing which is offered pursuant to this solicitation shall be firm and fixed during the initial term of the agreement. For each annual renewal, price adjustments may be considered. Upon written request of the Contractor, and by mutual agreement of the parties, the contract prices may be renegotiated, prior to the end of the one-year term. This request must be submitted in writing, along with documented reasons for the increase, and shall be submitted to the Purchasing Office, not later than thirty (30) days prior to the expiration of the current term. The Purchasing Office shall notify the Contractor, in writing, of the County’s acceptance and/or rejection of the requested price increase.

Material Adverse Change

This proposal is based upon conditions stated in the Allegan County RFP and Summit Food Service, LLC (Summit) reserves the right to renegotiate pricing or menu if necessary in the case of major change in inmate population, 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.

12.5.4 Describe how friends and relatives can deposit funds to an inmate’s account remotely and what information about the inmate they will need to do this.

24/7 Deposits

We offer a variety of ways (web, phone app, kiosks, toll free call) for families and friends to connect and deposit funds. Our free CorrectPay App (available for download through Google Play or the Apple App Store) and website is the hub to deposit money for inmates to use for commissary, phone time, scheduling a visit, or even send electronic messages. Money received for deposits is placed into the account and processed and updated in real-time. We are proud that we offer some of the lowest transaction fees in the industry.



Gift Pack Purchases

Special gifts or commissary items can be sent to an inmate through our Commissary program.



**SEND SOME SMILES
WITH CARE PACKS**

Let someone inside know you are thinking of them with a variety of premium comfort gift packs for any occasion.

Go to www.JailATM.com and follow the prompts to locate the facility and the person.
Select Commissary or Gift Packs (depending on the facility).
Place your order and make your purchase from there!

Choose a Variety of Care Packages



The Big Deal

- 5 Chili ramen
- 5 Texas beef ramen
- 5 Chicken ramen
- 5 Spicy veggie ramen
- 2 BBQ chips 6oz
- 2 Hot hot hot chips 6oz
- 2 Whole shabang chips 6oz
- 2 Stuffed jalapeno chips 6oz
- 2 Blazin hot chips 7oz
- 1 Oatmeal variety pack 10ct
- 1 Chocolate chip cookies 12oz
- 1 Assorted cream cookies 12oz
- 1 Toaster pastries strawberry 6ct
- 1 Toaster pastries brown sugar 6ct
- 1 Cheese crackers 9oz
- 1 Wheat crackers 9oz
- 1 Honey graham crackers 14oz
- 1 Chicken breast pouch 4.5oz
- 1 Peanuts 7oz
- 1 Lasagna pouch 11.25oz
- 1 Chili pouch 11.25oz
- 1 Beef stew pouch 11.25oz
- 1 Taco filling pouch 11.25oz
- 1 Twizzlers 5oz
- 1 Gummie bears 4.5oz
- 1 Atomic Fireballs 3oz
- 1 Cinnamon bears 5oz
- 1 Root Beer barrels 4.5oz



A.M. Delight

- 2 Instant coffee 4.5oz
- 5 Cappuccino packets
- 5 Hot chocolate packets
- 1 Creamer 10ct
- 1 Sweet sprinkles 10ct
- 3 Bagels plain
- 3 Cream cheese packets
- 1 Chocolate mini donuts
- 1 2pk cupcakes
- 1 Iced honey bun
- 1 Oatmeal variety pack 10ct
- 1 Toaster pastries strawberry 6ct
- 1 Toaster pastries brown sugar 6ct



The Meal Deal

- 5 Chili ramen
- 5 Chicken ramen
- 5 Spicy veggie ramen
- 5 Texas beef ramen
- 1 Lasagna pouch 11.25oz
- 1 Taco filling pouch 11.25oz
- 1 Chili pouch 11.25oz
- 1 Saltine cracker box 16oz
- 1 Tortilla shells 6ct
- 1 Refried beans with jalapenos 8oz
- 3 Kosher dill pickles



Soup Lovers

- 1 Box saltines
- 1 Peanut butter squeezer
- 1 Jelly squeezer
- 5 Chicken ramen
- 5 Cajun shrimp
- 5 Chili ramen
- 5 Beef ramen
- 5 Texas beef ramen



Something Salty

- 2 Doritos Nacho Cheese bags
- 2 Lay's Sour Cream & Onion bags
- 2 Cheetos bags
- 2 Cheetos Flamin' Hot bags
- 2 Chili Cheese Fritos bags
- 2 Snyder's Hot Buffalo Pieces 2.25oz
- 2 Andy Capp Hot Fries .85oz
- 2 Hot peanut tubes 1.5oz



Something Sweet

- 2 3 Musketeers candy bars
- 2 Snickers
- 2 Plain M&M's
- 2 Skittles
- 2 Reese's Peanut Butter Cups
- 1 Atomic Fireballs 3oz
- 1 Now & Later 3.5oz
- 1 Jolly Ranchers 3.7oz
- 1 Duplex 5oz cookie tray
- 1 Peanut butter 5oz cookie tray



Hygiene Refresh

- 1 Short handled toothbrush
- 1 5" comb
- 1 4oz coco butter lotion
- 1 Colgate toothpaste 2.8oz
- 1 Power Stick deodorant
- 1 Shampoo 4oz
- 1 Bar soap
- 1 Soap box



Meat & Soup

- 2 Chili ramen packs 3oz
- 2 Texas beef packs 3oz
- 2 Hot N Spicy ramen packs 3oz
- 2 Chicken ramen packs 3oz
- 2 Tuna packs 7.1oz
- 2 Jack Link's Beef sticks