

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

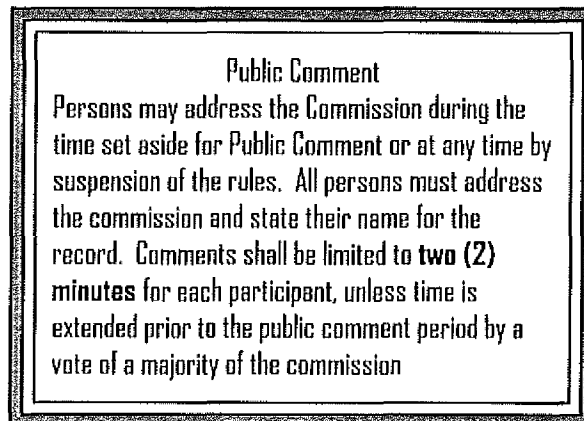
AGENDA

COURTS/PUBLIC SAFETY COMMITTEE

Hall of Justice
990 Terrace, Muskegon, MI
March 6, 2012 - 3:30 PM

I. John Snider, II, Chair
Anthony Longmire, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of February 7, 2012
 4. Presentation: WMU Evaluation Results/Muskegon Sobriety Court
 5. Public Comment (on an agenda item)
 6. Items for Consideration
 - CPS12/03 - 12 (Juvenile Transition) Approve Services Agreement Between Muskegon County and Muskegon Family Care for Medical Services to the Juvenile Transition Center
 - CPS12/03 - 13 (Sheriff's Office) Approve Sheriff to Initiate the Request for Proposals for Fleet Maintenance Services
 - CPS12/03 - 14 (Sheriff's Office) Authorize Sheriff to Add Two Hourly Building Security Officer Positions and to Fill Immediately
 - CPS12/03 - 15 (Sheriff's Office) Authorize Sheriff to Apply for Project Safe Neighborhoods Grant from United States Department of Justice for Purpose of Reducing Gun-Related Crimes
 - CPS12/03 - 16 (Sheriff's Office) Authorize Sheriff to Initiate Bid Process for Purchase of a Livescan Printer
 7. Old Business
 8. New Business
 9. Public Comment (on a new topic)
 10. Adjournment



AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE
MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS
COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**Muskegon County
Courts/Public Safety Committee Meeting
February 7, 2012
3:30 p.m.
Hall of Justice, 4th Floor
Muskegon, MI**

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Longmire at 3:30 p.m.

ROLL CALL

Present: Benjamin Cross, James Derezinski, Marvin Engle, Alan Jager, Anthony Longmire, Kenneth Mahoney, Scott Plummer, Rillastine Wilkins

Excused: Lewis Collins, Robert Scolnik, I. John Snider

APPROVAL OF MINUTES

It was moved by Engle, supported by Wilkins, to approve the minutes of the January 10, 2012, meeting as written. Motion Carried.

PUBLIC COMMENT (On an agenda item)

Mr. David Eling, Veterans Affairs Director, voiced his support of motion CPS12/02 - 06.

Mr. Lupe Alviar, Veteran's Advisory Council member, voiced his support of motion CPS12/02 - 06.

ITEMS FOR CONSIDERATION

CPS12/02 - 06 It was moved by Derezinski, supported by Mahoney, to authorize staff to apply for funding for a Veteran's Court under Category 2 (BJA-2012-3122) of the Drug Court Enhancement Program (CFDA #16.585) not to exceed \$200,000. There is a match of \$50,000 which will come from in-kind sources of funds. Motion Carried.

CPS12/02 - 07 It was moved by Engle, supported by Cross, to permit the County to hire Plante and Moran to assist in the selection of a vendor who

can provide a comprehensive justice systems ECM solution as well as replace the court's current aging Pyramid ECM system.
Motion Carried.

CPS12/02 - 08 It was moved by Engle, supported by Cross, to approve submission of the Prosecutor's FY2012 Cooperative Reimbursement Contract amendment request with a total program cost of \$333,072.
Motion Carried.

CPS12/02 - 09 It was moved by Engle, supported by Mahoney, to authorize the Sheriff to purchase one 2013 Ford Police Interceptor from Great Lakes Ford at a cost of \$26,810 and to purchase one 2012 Chevy Tahoe SSV from Berger Chevrolet at a cost of \$32,987.
Motion Carried.

CPS12/02 - 10 It was moved by Engle, supported by Mahoney, to authorize Administration to coordinate a Request for Proposal (RFP) for consulting services to conduct a feasibility study on other properties in the County for the new Muskegon County jail.
Motion Carried.

CPS12/02 - 11 It was moved by Plummer, supported by Cross, to approve Agreement for the Partnership in Neighborhood Safety Program for the period of April 1, 2012 through March 31, 2013 between the Townships of Laketon, Fruitland and Whitehall, the Muskegon County Sheriff and the Board of Commissioners which includes the purchase of two Ford Police Interceptor vehicles, with the County's share of the cost being \$111,624 or 50%, and authorize the Board Chair and the Sheriff to sign the document, contingent upon the approval of the Agreement by the Laketon, Fruitland and Whitehall Township Boards.
Motion Carried.

OLD BUSINESS

Commissioner Derezinski requested recognition of the agencies that provide support and funding to the Sheriff's Motor Unit. Commissioner Mahoney was in support of recognition at the February 14th, 2012 Full Board meeting.

NEW BUSINESS

None.

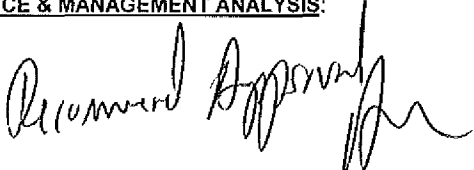
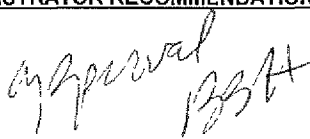
PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 4:07 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED <input checked="" type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>	
REQUESTING DEPARTMENT Muskegon County Juvenile Transition Center		COMMITTEE DATE March 6, 2012	REQUESTOR SIGNATURE		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)					
<p>Muskegon Family Care has been providing medical services to the Juvenile Transition Center since October of 2004. The Letter of Understanding for medical services expired on September 30, 2011.</p> <p>It is proposed that the services agreement with Muskegon Family Care be extended for two years at the current rate of Two Thousand (\$2000) dollars per month or an annualized rate of Twenty-four Thousand (\$24000) dollars.</p>					
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)					
<p>I move to approve a services agreement between Muskegon County and Muskegon Family Care effective October 1, 2011 through September 30, 2013 for medical services to the Juvenile Transition Center at the rate of Two Thousand (\$2000) dollars per month or an annualized amount of Twenty-four Thousand (\$24000).</p>					
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)					
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 			
<u>CORPORATE COUNSEL ANALYSIS:</u> Concur T. Williams		<u>ADMINISTRATOR RECOMMENDATION:</u> 			
AGENDA DATE. 3/6/12	AGENDA NO. CPS 12/03-12	BOARD DATE 3/13/12	PAGE NO.		

**AGREEMENT FOR THE PROVISION OF
MEDICAL CARE SERVICES FOR
THE MUSKEGON COUNTY TRANSITION CENTER**

This Agreement is entered into by and between the County of Muskegon of 990 Terrace Street, Muskegon, Michigan, by and through its elected County Board of Commissioners, hereinafter referred to as "County", and Muskegon Family Care of 2201 South Getty Street, Muskegon, Michigan 49444, hereinafter referred to as "Provider."

RECITALS

WHEREAS, County owns and operates the Muskegon County Transition Center, hereinafter referred to as "Center", and has an existing relationship with Provider for the providing of a full range of medical care service to the residents of the Center; and

WHEREAS, the County has reviewed and considered the performance of the Provider, subject to the terms and conditions hereinafter set forth, agrees to enter into a contract with Muskegon Family Care for the providing of such services; and

WHEREAS, the County and the Provider entered into a contractual relationship in the fall of 2009 to pay for and provide services; and

WHEREAS, the agreement between the County and the Provider is about to expire; and

WHEREAS, the County and provider wish to extend their existing relationship;

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

SECTION 1 – BASIC AGREEMENT

The County hereby agrees to engage, and Provider hereby agrees to provide medical and emergency dental services for residents of the Center. Such services shall include physical examinations, routine and emergency medical and dental care, health screening, maintenance of

health records, consultation for routine and emergency medical needs, together with service delivery every week of the year. All services will be delivered on-site at the Center with the exception of dental care. Dental care will be delivered at the Providers site located at 2201 S. Getty St. The purpose of this Agreement is to facilitate efficient access to medical and dental services for the residents at the Center. Such services are as more specifically provided in the County of Muskegon's "Request for Proposals", including "scope of work" and responses submitted by Muskegon Family Care to the extent not inconsistent with same. Muskegon Family Care acknowledges that in the event of conflict as between scope of work as defined in the Request for Proposal, and in responses submitted thereto, that superseding effect shall be given to the "scope of work" except where Provider response indicates an enhanced service beyond that outlined in such response.

SECTION 2 - DESIGNATED REPRESENTATIVE

Paul Wishka at phone number 231-724-8850, is the representative of County and will administer this Agreement for and on behalf of County. Paula Podein at phone number 231-737-1837 is the authorized representative for Provider. Changes in designated representatives shall be made only after advance written notice to the other party.

SECTION 3 - NOTICES

Any notice of consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To County: Ms. Bonnie B. Hammersley, County Administrator
 County of Muskegon
 990 Terrace Street
 Muskegon, MI 49442

To Provider:

Muskegon Family Care
2201 South Getty Street
Muskegon, MI 49444

or at such other address or to such other person that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the United States mail.

SECTION 4 – COMPENSATION

Provider, in accordance with response submitted, shall be entitled to compensation from the County in the amount of Two Thousand Dollars (\$2,000.00) per month, for a total annual amount not to exceed Twenty-Four Thousand Dollars (\$24,000.00). Said payment shall be in satisfaction of all services provided by Provider under this Agreement, except as may be otherwise agreed to between the parties pursuant to separate Letter of Understanding.

SECTION 5 - INDEPENDENT CONTRACTOR

Provider shall perform all of its services under this Agreement as an independent contractor and not as an employee of the County. Provider understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers compensation and protection of tenure.

SECTION 6 -- INDEMNIFICATION

To the fullest extent permitted by law, Provider shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability,

litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but it not limited to, claims alleging or involving the negligence of Provider, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

SECTION 7 – DURATION AND CANCELLATION

The parties agree that this Agreement shall continue for a period of two (2) years, commencing on October 1, 2011, and continuing until September 30, 2013. Provided, however, that this Agreement may be extended without further action by the County Board of Commissioners for a period of three (3) additional months thereafter by Letter of Understanding between representatives. The parties further agree that this Agreement may be canceled by County upon ninety (90) days written notice to Provider.

SECTION 8 – LICENSING AND INSURANCE

Provider agrees to maintain licensing and insurance as outlined in Request for Proposals and responses thereto.

SECTION 9 – AMENDMENT

This Agreement may be formally amended only upon formal action by the respective Boards for County and Provider. It constitutes the complete understanding, coupled with incorporation of reference of Request for Proposal and response thereto as herein incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement.

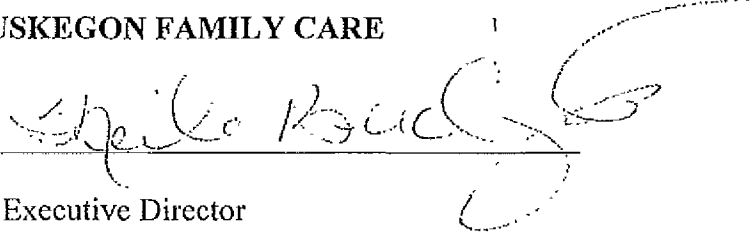
COUNTY OF MUSKEGON

Dated: _____, 20____

By: _____
Kenneth Mahoney, Chairperson
Muskegon County Board of Commissioners

MUSKEGON FAMILY CARE

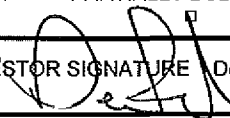
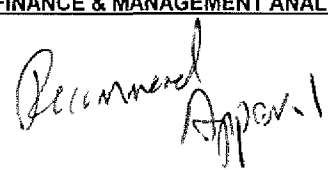
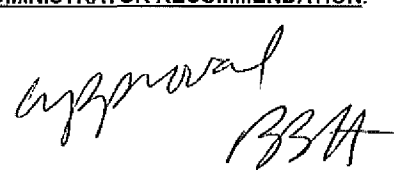
Dated: 2/7, 2012

By: 
Executive Director

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts & Public Safety		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Sheriff		COMMITTEE DATE 3/6/12	REQUESTOR SIGNATURE <i>Dean Rooster</i>	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Last October, the Sheriff's full-time automotive mechanic resigned which resulted in the need to find an immediate alternative for fleet maintenance. Since that time, the Sheriff's fleet maintenance has been performed by Emergency Services, a private company located in East Muskegon specializing in governmental and ambulance fleet maintenance. The Sheriff's Office wishes to continue utilizing fleet maintenance services from an outside vendor. Therefore, the Sheriff is requesting to initiate the request for proposal process for fleet maintenance services.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to approve the Sheriff to initiate the request for proposal process for fleet maintenance services.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
		<i>Recommend Approval AK</i>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
		<i>approval BBH</i>		
AGENDA DATE: <i>3/6/12</i>	AGENDA NO.. <i>CPS12/0313</i>	BOARD DATE: <i>3/13/12</i>	PAGE NO	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Sheriff		COMMITTEE DATE 3/6/12	REQUESTOR SIGNATURE  Dean Roesler	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The Sheriff is requesting to initiate the bid process for the purchase of a Livescan printer. An additional Livescan printer is necessary to facilitate fingerprinting requirements for those persons who are charged with misdemeanors but not lodged in the jail. Currently, those persons are brought into the secure receiving area of the jail to be fingerprinted. By installing a second Livescan printer in a non-secure area of the jail, or another area within the Hall of Justice, non-lodged misdemeanants can be fingerprinted in a safe and efficient manner requiring less staff time. The Sheriff's FY12 budget includes capital funding for this purchase.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to authorize the Sheriff to initiate the bid process for the purchase of a Livescan printer.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
				
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
				
AGENDA DATE <i>3/6/12</i>	AGENDA NO.: <i>CPS12103-16</i>	BOARD DATE: <i>3/13/12</i>	PAGE NO	