

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

COURTS/PUBLIC SAFETY COMMITTEE

Hall of Justice
990 Terrace, Muskegon, MI
February 5, 2013 - 3:30 PM

Benjamin Cross, Chair
Susie Hughes, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of January 8, 2013
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - CPS13/02 – 01 (Circuit Court) Authorize the Circuit Court to Enter into Contract with Jennifer Hylland
 - CPS13/02 – 02 (Circuit Court) Authorize the Circuit Court to Enter into Contract with Brenda Sprader
 - CPS13/02 – 03 (Prosecutor's Office) Authorize Prosecutor to Apply for FY 2014 VOCA Grant from the Michigan Department of Community Health for Continuing Funding for Domestic Violence Specialist and Operating Expenses
 - CPS13/02 – 04 (Sheriff's Office/Emergency Services) Accept the 2011 and 2012 Homeland Security Grant Program Intergovernmental Agreement with West Michigan Shoreline Regional Development Commission
 - CPS13/02 – 05 (Sheriff's Office) Approve Amendment to the Strategic Traffic Enforcement Grant to Purchase Electronic Message Boards from All Traffic Solutions
 6. Old Business
 7. New Business
 8. Public Comment (on a new topic)
 9. Adjournment

Public Comment

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

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
January 8, 2013
3:30 p.m.
Hall of Justice, 4th Floor
Muskegon, MI**

Benjamin Cross, Chair

Susie Hughes, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Cross at 3:33 p.m.

ROLL CALL

Present: Benjamin Cross, James Derezinski, Marvin Engle, Susie Hughes, Kenneth Mahoney, Charles Nash, Terry Sabo, Robert Scolnik, Rillastine Wilkins

APPROVAL OF MINUTES

It was moved by Engle, supported by Wilkins, to approve the minutes of the December 4, 2012, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

**PRESENTATION – Nancy Hennard, District Court Administrator
Hall of Justice/District Court Remodel Project**

Ms. Nancy Hennard, District Court Administrator, presented information to the Board regarding the District Court first and second floor Hall of Justice renovation project. She noted the District Court Judges moved their offices and courtrooms to the second floor at end of 2011. The first floor remodel then began in 2012 and is now near completion.

Files from south campus are now being returned to the first floor which entails approximately 1,100 filled banker boxes.

Staff moves from South Campus back to Hall of Justice will begin soon and will include the probation, sobriety court and collection departments. Once those moves are

complete, appropriate staff from the second floor will relocate to the first floor. It is anticipated the end of February will complete the project.

ITEMS FOR CONSIDERATION

There were no items for consideration presented.

OLD BUSINESS

None.

NEW BUSINESS

None.

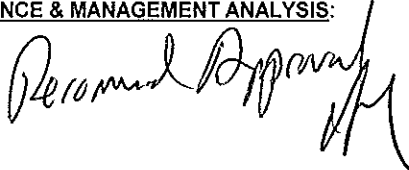
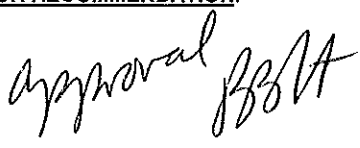
PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:48 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED NON-BUDGETED PARTIALLY BUDGETED X	
REQUESTING DEPARTMENT Circuit Court	COMMITTEE DATE February 5, 2013	REQUESTOR SIGNATURE Eric Stevens	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>On December 20, 2012, the Muskegon County Board of Commissioners authorized the Circuit Court Administrator to contract for a Part-Time Referee to handle domestic relations matters in the amount of \$30,000 annually.</p> <p>Pursuant to that authority, Chief Judge William C. Marietti has appointed Jennifer Hylland as a Circuit Court Referee to hear domestic relations matters.</p> <p>Jennifer Hylland graduated from DePaul University College of Law in June 1998 and has served at Legal Aid of Western Michigan for over ten years representing families in this community.</p> <p>I request that the Board Authorize the Circuit Court, through its Chief Judge, William C. Marietti to sign a contract with Jennifer Hylland to provide part-time (20 hours per week) domestic relations referee services in the amount of \$30,000 annually.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move the Board authorize the Circuit Court, through its Chief Judge, William C. Marietti to enter into a contract with Jennifer Hylland to serve as a part-time referee (20 hours per week) handling domestic relations matters at the rate of \$30,000 annually effective February 13, 2013 through September 30, 2013.</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: 2/5/13 AGENDA NO.: CPS13/02-01 BOARD DATE: 2/12/13 PAGE NO.			

**AT-WILL CONTRACT FOR EMPLOYMENT SERVICES
CONTRACT TO PROVIDE FAMILY COURT REFEREE
SERVICES**

THIS CONTRACT, effective this 13th day of February, 2013, between the MUSKEGON COUNTY CIRCUIT COURT FAMILY DIVISION, hereinafter "COURT", and attorney Jennifer Hylland.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. That the term of this Agreement shall be from February 13, 2013, through September 30, 2013, unless terminated as provided hereunder.
2. That the Court hereby appoints Attorney Jennifer Hylland to act as a Part-Time Family Court Referee upon the terms and conditions established below:
3. Ms. Hylland shall perform the duties and responsibilities of a Family Court Referee as required and directed by the Circuit Court Administrator and the Chief Circuit Court Judge of the 14th Circuit Court and in accordance with the Michigan Court Rules, Michigan Statutes, and Local Administrative Orders. Ms. Hylland shall be expected to work a total of 20 hours per week.
4. That for the performance of the above described duties, the Court agrees to pay Ms. Hylland the sum of Thirty Thousand Dollars (\$30,000). Said sums will be paid on a monthly basis in equal monthly installments. Said installments shall be subject to proration in the event of termination of this Contract.

5. Ms. Hylland agrees that her obligations under this Contract to conduct Family Court Referee duties shall take precedence over any and all other commitments that Ms. Hylland might have in the course of her legal practice.

6. Ms. Hylland shall perform the services under this Contract as an independent contractor and not an employee of the Court or County of Muskegon. Ms. Hylland understands and acknowledges that she is not entitled to any benefits of a Muskegon 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.

7. The Court and/or County of Muskegon shall not be responsible for paying any taxes on Ms. Hylland's behalf. Should the Court or County of Muskegon be required to do so by State, Federal or local taxing agencies, Ms. Hylland agrees to promptly reimburse the Court and/or County of Muskegon for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following, FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.

8. This Contract may be terminated by the Court at any time without a showing of cause.

9. Ms. Hylland agrees to indemnify and hold the Court and the County of Muskegon harmless from any and all complaints filed against the Court and/or County of Muskegon by third party as a result of or attributable to acts or omissions of Ms. Hylland to this Contract.

10. Ms. Hylland agrees as required by law, shall not discriminate against any person seeking services with the Court because of race, color, height, weight, marital status, religion, national origin, age, sex or handicap.

11. Ms. Hylland may not assign, subcontract or otherwise transfer her duties and/or obligations under this Contract.

12. Modifications, amendments or waivers of any provision of this Contract may be made only by the written mutual consent of the parties to this agreement.

IN WITNESS WHEREFORE, the parties have fully executed this Contract on the date and time stated below.

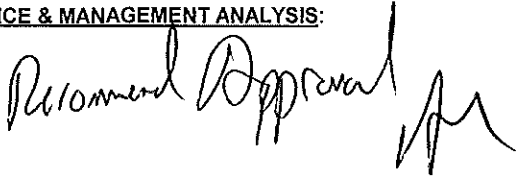

Date: _____

Hon. William C. Marietti
Chief Circuit Court Judge

Date: _____

Jennifer Hylland

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED X		NON-BUDGETED		PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Circuit Court			COMMITTEE DATE February 5, 2013		REQUESTOR SIGNATURE Eric Stevens		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVE)							
<p>On December 20, 2012, the Muskegon County Board of Commissioners authorized the Circuit Court Administrator to contract for a Family Court Contract Attorney to handle conflict cases in juvenile delinquency, neglect and abuse, guardianships and mental health cases in the amount of \$20,000 annually.</p> <p>Accordingly, the Circuit Court is requesting authorization through its Chief Judge, the Honorable William C. Marietti to enter into a contract with Brenda Sprader to provide legal representation in family division conflict cases, as required by law, to indigent defendants and families at the rate of \$20,000 annually.</p> <p>I further request that the Contract be effective February 13, 2013 through September 30, 2013.</p>							
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)							
<p>I move that the Board authorize the Circuit Court, through its Chief Judge the Honorable William C. Marietti to enter into a contract with Brenda Sprader to provide legal representation in family division conflict cases, as required by law, to indigent defendants and families at the rate of \$20,000 annually effective February 13, 2013 through September 30, 2013.</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: 2/5/13		AGENDA NO.: CPS 13/02-02		BOARD DATE: 2/12/13		PAGE NO.	

**FAMILY COURT/CONFLICT ATTORNEY AGREEMENT
WITH BRENDA SPRADER**

THIS AGREEMENT, is entered into effective as of the 13TH day of February, 2013, by and between the County of Muskegon, a Michigan municipal corporation, hereinafter referred to as "County", and Brenda Sprader, hereafter referred to as Ms. Sprader.

WITNESSETH:

WHEREAS, the County of Muskegon is in need of a continuing, just, effective, and economical system for providing attorneys at County expense to defend those individuals involved in the Muskegon County Family Court and cannot retain private counsel due to indigence; and

WHEREAS, the system which appears to offer the most satisfactory fulfillment of that need is that of a contract between Muskegon County and one or more law firms to provide such services as may be needed; and

WHEREAS, Ms. Sprader has represented that she is ready, willing, and able to provide such services on a contract basis; and

WHEREAS, the Circuit Court, by and through Chief Judge William C. Marietti has appointed Ms. Sprader to function in the capacity of the Family Court Conflict Attorney;

NOW, THEREFORE, the parties do hereby mutually agree as follows:

AGREEMENT

1. The term of this Agreement shall be deemed effective from February 13, 2013 through September 30, 2013.
2. Ms. Sprader agrees to provide the legal defense services for the Family Court in conflict cases requiring court appointed counsel during the term of this Contract.
3. If it is judicially determined that a person is entitled to court appointed counsel, then the Family Court for Muskegon County shall appoint Ms. Sprader functioning in the capacity of a Family Court Attorney, in such matters as the Court may deem appropriate, to represent parties in Family Court matters including delinquency, neglect and abuse, guardianship and mental illness cases.

Ms. Sprader may assign new representation of the Family Court matter to another attorney from her law firm or associated with her law firm, provided, however, the other attorney delegated the case is capable of and shall provide constitutionally satisfactory services.

4. That, for the performance of the above described services, the County agrees to pay Ms. Sprader the sum of Twenty Thousand Dollars (\$20,000). Said sums will be paid on a monthly basis in equal monthly installments. Said installments shall be subject to proration in the event of termination of this Agreement.
5. Ms. Sprader agrees that its obligations under this Agreement to represent Family Court Parties shall take precedence over any and all other commitments that Ms. Sprader might have in the course of its legal practice.
6. Ms. Sprader shall perform the services under this Agreement as an independent contractor and not an employee of the County. Ms. Sprader understands and acknowledges that it is not entitled to any 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.
7. The County shall not be responsible for paying any taxes on Ms. Sprader's behalf. Should County be required to do so by State, Federal or local taxing agencies, Ms. Sprader agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following, FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and workers' compensation insurance.
8. This Agreement will remain in force and effect beyond the period hereof pending the execution of a new Agreement in the event both parties hereto express a desire to continue same, either pending negotiation of a new rate, development of a new Agreement, or change in appointment by the Circuit Court. In the case of such interim continuation, Ms. Sprader shall be paid at the same rate, subject to monthly proration of services performed.
9. This Agreement may be terminated by the County if:
 - a. Ms. Sprader fails to perform its obligations under this Agreement or have not provided adequate counsel for those Family Court Clients it is appointed to represent in a manner satisfactory to the Circuit Court for the County of Muskegon, or
 - b. Change of law relieves County of obligation to fund such services, or
 - c. The Circuit Court elects to terminate Ms. Sprader's appointment as a Public Defender.
10. Ms. Sprader shall be required to keep adequate records of all appearances and services on behalf of defendants represented under this Agreement and shall make such records available to the Muskegon County Circuit Court and Muskegon County Board of Commissioners.
11. It is understood that County, through its Board of Commissioners, is solely undertaking funding of this program without undertaking any supervisory responsibility whatsoever.
12. Ms. Sprader agrees to indemnify and hold County harmless from any and all complaints filed against County by third party as a result of or attributable to acts or omissions of Ms. Sprader to this Contract. Ms. Sprader agrees to provide and maintain during the term of this contract,

malpractice insurance coverage at a minimum of One Hundred Thousand Dollars (\$100,000) per incident and to provide proof of same to County upon request.

IN WITNESS WHEREFORE, the Parties have fully executed this Contract on the day signed below.

Kenneth Mahoney, Chairperson
Muskegon County Board of Commissioners

Date

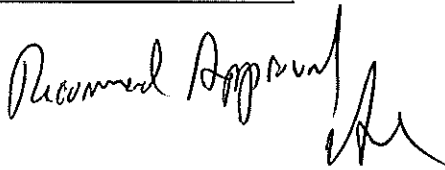

William C. Marietti
Chief Circuit Judge

Date



Brenda Sprader
Family Court Conflict Attorney

Date

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 Prosecutor	COMMITTEE DATE 02/05/13	REQUESTOR SIGNATURE Dale J. Hilson	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>The Prosecutor's Office is requesting approval to submit an application for renewal of the Victims of Crime Act Victim Assistant Grant program (VOCA). The Prosecutor's Office has been a VOCA grant recipient since 1998. The Fiscal Year 2014 VOCA grant application includes a funding request for a full-time Domestic Violence Specialist and operating expenses. The local match requirement is an in-kind contribution provided by volunteer hours. The period covered by the grant is October 1, 2013 through September 30, 2014. Application is due at the Michigan Department of Community Health no later than March 1, 2013.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>I move to authorize the Prosecutor to apply for the Fiscal Year 2014 VOCA (Victims of Crime Act) grant from the Michigan Department of Community Health, for the purpose of continuing funding for the Domestic Violence Specialist and operating expenses and for the Chairman of the Board to affix his signature to the certification page.</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: 2/5/13	AGENDA NO.: CPS13/02-03	BOARD DATE: 2/12/13	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts/Public Safety		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Sheriff/Emergency Services	COMMITTEE DATE 2-5-13	REQUESTOR SIGNATURE Dean Roesler, Sheriff	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>Request authorization to accept the Homeland Security Grant Program Intergovernmental Agreement between the West Michigan Shoreline Regional Development Commission and the Muskegon County. The purpose of the grant agreement is for the Region 6 Homeland Security Governing Board and its Fiduciary, West Michigan Shoreline Regional Development Commission (WMSRDC), to administrate the State of Michigan 2011 and 2012 Homeland Security Grants on behalf of the Muskegon County.</p> <p>There are no costs to the County of Muskegon. Undersheriff Daniel Stout is the County's voting representative on the Region 6 Homeland Security Board. This grant agreement will allow the County of Muskegon to receive equipment, participate in Homeland Security training, have access to grant funds and exercises.</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
Move to accept the 2011 and 2012 Homeland Security Grant Program Intergovernmental Agreement between the West Michigan Shoreline Regional Development Commission and the Muskegon County on behalf of the Muskegon County Sheriff Department/Emergency Services, and direct the Board Chair and appropriate staff to sign the agreement.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>	
(Empty)			
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>	
REVIEWED BY CORPORATE COUNSEL T. WILLIAMS			
(Empty)			
AGENDA DATE: 2/5/13	AGENDA NO.: CPS13/02-04	BOARD DATE: 2/12/13	PAGE NO.

**HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL AGREEMENT^①
BETWEEN
WEST MICHIGAN SHORELINE REGIONAL DEVELOPMENT
COMMISSION
AND
Muskegon County
1611 Oak Street
Muskegon, MI 49442**

This Intergovernmental Agreement ("the Agreement") is made between West Michigan Shoreline Regional Development Commission (WMSRDC), 316 Morris Avenue, Suite 340, P.O. Box 387, Muskegon, MI 49443-0387 and **Muskegon County**, a Michigan Municipal Corporation hereafter referred to as Political Subdivision.

PURPOSE OF AGREEMENT. The WMSRDC and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the WMSRDC and the Political Subdivision, and the Region 6 Homeland Security Planning Board, regarding the 2011 and 2012 Homeland Security Grant Program ("Grant Program") (the grants to be administered concurrently) and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or backfill/overtime with Grant Program funds.

WMSRDC was designated Fiduciary for the 2011 and 2012 Homeland Security Grant Program by Region 6 Homeland Security Planning Board.

WMSRDC accepted the position of Fiduciary and as a result entered into the 2011 and 2012 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. WMSRDC RESPONSIBILITIES

- The WMSRDC shall comply with all requirements set forth in the Grant Program Agreement between the WMSRDC and the State of Michigan.

^①This Agreement is an adaptation of the agreement used by Oakland County, which is the designated Fiduciary for the Region 2 Planning Board.

- The WMSRDC shall comply with all requirements set forth in the 2011 and 2012 Homeland Security Grant Program Guidance.
- The WMSRDC shall purchase equipment with the Grant Program funds in accordance with the WMSRDC's purchasing policies and procedures. The Region 6 Homeland Security Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.
- The WMSRDC shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.
- The WMSRDC shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivision, designated by the Region 6 Homeland Security Planning Board, via the Transfer of Ownership Agreement. The WMSRDC's Executive Director shall execute the Transfer of Ownership Agreement and the Undersheriff Daniel A Stout shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.
- The WMSRDC shall notify each Political Subdivision at the end of the fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- The WMSRDC shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 6 Homeland Security Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMSRDC's Executive Director shall execute the Forms and the Undersheriff Daniel A Stout shall execute the forms on behalf of the Political Subdivision.
- The WMSRDC shall reimburse the Political Subdivision as directed by the Region 6 Homeland Security Planning Board, with Grant Program funds for salaries and backfill/overtime for authorized Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMSRDC's Executive Director shall execute the Forms and the Undersheriff Daniel A Stout shall execute the Forms on behalf of the Political Subdivision.
- The WMSRDC shall provide an executed copy of this Agreement to the Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES

- Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the WMSRDC receives an executed Transfer of Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement.
- The Political Subdivision recognizes that a portion of the FY 2012 Homeland Security Grant Program is allocated directly to the thirteen counties; with the stipulation that all county projects must be approved by the Region 6 Homeland Security Planning Board and be consistent with regional priorities established by the Board.
- Upon execution of the Transfer of Ownership Agreement, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - Operation of the equipment;
 - Maintenance and repair of the equipment;
 - Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
 - Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
 - Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
 - Training for use of the equipment, if training is not included with the purchase of the equipment; and
 - Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the 2011 and 2012 Homeland Security Grant Program Guidance and the applicable, Allowable Cost Justification (ACJ) or equivalent form used by MSP, approved by the State of Michigan. If the actual use is not consistent with what is stated in the approved ACJ, the Political Subdivision shall be responsible for disallowed costs or audit exceptions.
- The Political Subdivision shall keep the WMSRDC informed of the location of the equipment and confirm this annually. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the

equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the WMSRDC upon execution of the Transfer of Ownership Agreement and continue until three (3) years after the close of this Grant Program.

- The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer of Ownership Agreement on its Schedule of Expenditures of Federal Awards.
- Except for equipment that is disposable or expendable, the Political Subdivision shall inform the WMSRDC if it plans to dispose of the equipment and work with the WMSRDC regarding any issues associated with disposal of the equipment.
- The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment and program funds, including but not limited to costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- The Political Subdivision shall make the equipment available to the WMSRDC and State and Federal Auditors upon request.
- Prior to reimbursement for the purchase of services and/or salaries or backfill/overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms and any other applicable forms the WMSRDC deems necessary for such reimbursements or purchases. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed including proof of payment if required. The WMSRDC, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.
- The Political Subdivision shall comply with the WMSRDC's purchasing policies and procedures.

3. **REGION 6 HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES.** The Parties agree and acknowledge that the Region 6 Homeland Security Planning Board shall have the following responsibilities:

- Utilize a regional approach in reviewing and approving projects;
- Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivision in the Region;
- Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
- Hold public meetings, guided by the Michigan Open Meetings Act;

- Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Grant Program requirements;
- Establish sub-committees and/or project managers to carry out its work;
- Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and be responsible for compliance with the 2011 and 2012 Grant Program guidance, and the investments therein.
- Determine (i) what will be purchased with the Grant Program funds, (ii) what equipment each Political Subdivision will receive, and (iii) convey this information to the WMSRDC immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT

- This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES

- Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.
- The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement and the 2011 and 2012 Homeland Security Grant Program Guidance.
- Each party shall assure professional conduct and cooperative work. Should concerns or complaints arise from either a representative of the Political Subdivision or of WMSRDC; they should be submitted in writing on letterhead and be signed by the county administrator, city manager or executive director, as appropriate. A period of 30 days must be given for response to the concern/complaint, after which all parties will attempt to resolve the issues.
- The Political Subdivision shall assure that a request by its representative to the Region 6 Homeland Security Planning Board to submit a petition to the Michigan State Police to terminate its Grant Agreement with WMSRDC will only be through a resolution of its governing body, which will be copied to WMSRDC. The request to

Michigan State Police would be governed by the terms of the Grant Agreement. WMSRDC may give 30 day notice directly to Michigan State Police of its intent to cancel the Grant Agreement, in accordance with provisions in that agreement.

6. TERMINATION OR CANCELLATION OF AGREEMENT. Either Party may terminate and/or cancel this Agreement upon thirty (30) Days notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision, and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the WMSRDC prior to the date of termination and/or cancellation.

7. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. DISCRIMINATION. The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. RESERVATION OF RIGHTS. This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. DELEGATION/SUBCONTRACT/ASSIGNMENT. Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. NO IMPLIED WAIVER. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

14. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. NOTICES. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

- If Notice is sent to the WMSRDC, it shall be addressed and sent to: Sandeep Dey, Executive Director, WMSRDC, P.O. Box 387, Muskegon, MI 49443-0387.
- If Notice is sent to the Political Subdivision, it shall be addressed to: Daniel A Stout, Muskegon County Emergency Services, 1611 Oak, Muskegon, MI, 49442
- Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

16. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

17. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. ENTIRE AGREEMENT. This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Sandeep Dey, Executive Director, West Michigan Shoreline Regional Development Commission, hereby acknowledges that he has been authorized by a resolution of the West Michigan Shoreline Regional Development Commission, to execute this Agreement on behalf of the West Michigan Shoreline Regional Development Commission, and hereby accepts and binds the West Michigan Shoreline Regional Development Commission to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Sandeep Dey, Executive Director
West Michigan Shoreline
Regional Development Commission

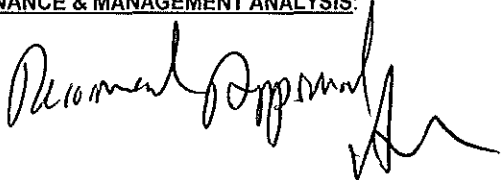

WITNESSED: _____ DATE: _____

IN WITNESS WHEREOF, _____, hereby acknowledges that he/she has been authorized by a resolution of the _____ to execute this Agreement on behalf of _____, and hereby accepts and binds _____ to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Kenneth Mahoney, Chairperson
Muskegon County Board of Commissioners

WITNESSED: _____ DATE: _____

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED NON-BUDGETED PARTIALLY BUDGETED x	
REQUESTING DEPARTMENT Sheriff	COMMITTEE DATE 2/5/13	REQUESTOR SIGNATURE	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
The Sheriff is requesting permission to accept FY2013 funding from the Michigan State Police, Office of Highway Safety Planning in the amount of \$27,000.00. This amount is to purchase electronic message boards to support High Visibility Enforcement and is an amendment to the Strategic Traffic Enforcement Grant (grant number PT-13-11). There is no impact to the general fund for this purchase. The purchase was previously approved through Board motion 2012-371 to All Traffic Solutions.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
I move to approve the amendment to the Strategic Traffic Enforcement Grant to purchase electronic message boards in the amount of \$27,000.00 from All Traffic Solutions.			
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: 2/5/13	AGENDA NO.: CPS13/02-05	BOARD DATE: 2/12/13	PAGE NO.

Approved Budget - Revised	FISCAL YEAR: 2013
PROJECT TITLE: Strategic Traffic Enforcement Program	GRANT NUMBER: PT-13-11
APPLICANT: Muskegon County Sheriff's Office	APPROVED GRANT PERIOD: 10/19/12 through 09/30/2013
PROJECT DIRECTOR AND ADDRESS: Lt. Shane Brown Muskegon County Sheriff's Office 1611 Oak Ave. Muskegon, Michigan 49442	REVISION NUMBER: #1
	Forward Copies to: Mr. Christian Toebe Mr. Kenneth Mahoney


The Michigan Office of Highway Safety Planning has approved the following revision(s) to the above referenced grant. All requirements, conditions and due dates of the original grant remain in effect.

\$27,000 has been added to Equipment for the purchase of electronic message boards to support high visibility enforcement.

FUNDING BREAKDOWN

UND. TYPE GFDA #	PAP	TASK	FEDERAL FUNDS COMMITTED
402 - 20.600	13:03	1	\$ 81,945

Cost Category	Previously Approved Federal Budget	Revisions	Revised Federal Budget	Non-Federal Match
Personnel	\$54,945		\$54,945	
Contractual				
Operating				
Equipment		27,000	\$27,000	
Indirect				
Total Approved Costs	\$54,945	\$27,000	\$81,945	

SIGNATURE 	TITLE OHSP Director	DATE APPROVED 12/20/12
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