

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN

AGENDA

COURTS/PUBLIC SAFETY COMMITTEE

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

Benjamin Cross, Chair
Susie Hughes, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of Minutes of February 5, 2013
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - CPS13/03 – 06 (Circuit Court) Authorize Increase in the Hourly Wage of Judy Carnes
 - CPS13/03 – 07 (Sheriff's Office) Accept the Jail and Juvenile Transition Center Committee Recommendation to Proceed with the New Jail and Juvenile Transition Center Proposed Option Including Two Alternates and Authorize Administration to Coordinate RFPs for Architectural Services and Construction Management Services
 - CPS13/03 – 08 (Sheriff's Office) Approve the One Year Extension of the Agreement for Partnership in Neighborhood Safety Program Between Laketon, Fruitland and Whitehall Townships, Muskegon County Sheriff and Board of Commissioners
 - CPS13/03 – 09 (Sheriff's Office/Emergency Services) Accept the Joint Endeavor Agreement between the PRAECIPIO and the County of Muskegon
 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
February 5, 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 3:30 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 Hughes, supported by Mahoney, to approve the minutes of the January 8, 2013, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CPS13/02 -01 It was moved by Wilkins, supported by Engle, to 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. Motion carried.

CPS13/02 - 02 It was moved by Nash, supported by Sabo, to 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.

Motion carried.

CPS13/02 – 03 It was moved by Derezhinski, supported by Hughes, 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.

Motion carried.

CPS13/02 – 04 It was moved by Derezhinski, supported by Wilkins, 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.

Motion carried.

CPS13/02 – 05 It was moved by Derezhinski, supported by Hughes, 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.

Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENT (On a new topic)

None.

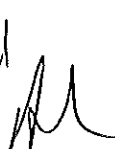
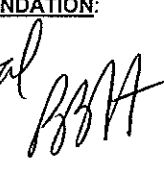
ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:56 p.m.

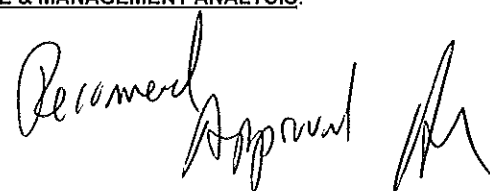
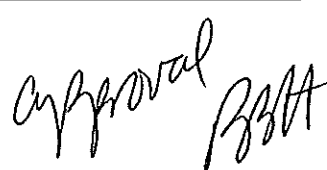
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Circuit Court	COMMITTEE DATE March 5, 2013	REQUESTOR SIGNATURE Eric Stevens	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES) On December 15, 2012, Suzie Flowers retired as Judge John C. Ruck's Circuit Court Legal and Scheduling Secretary. Ms. Flowers was earning \$19.688 per hour upon her retirement. (\$57,524.65 including benefits). At that time, Judge Ruck contemplating retirement, elected not to fill Ms. Flower's position knowing that his successor would probably like to appoint their own Secretary and that it did not make any sense to train and hire a new full-time employee for a short period of time just to have that employee potentially displaced and replaced by a new employee. Subsequently, Judge Ruck has formally announced his retirement effective March 31, 2013. The Governor is in the process of appointing a successor, applications are due by March 7, 2013. During the interim, Judge Ruck asked Judy Carnes to fill in until a new judge could be appointed and a new secretary hired. Ms. Carnes agreed to assist the Court through the transition with the understanding that she could be paid at the same rate as Ms. Flowers. Ms. Carnes reported to work on December 18, 2013. Ms. Carnes has over 30 years experience working as a judicial secretary for Judge Neil G. Mullally. This experience allowed Ms. Carnes to immediately step in and provide a vital service to the Circuit Court insuring that Judge Ruck's Courtroom would continue to function in an efficient and timely manner. Accordingly, the Circuit Court is requesting that Ms. Carnes hourly rate be increased from \$15.526 per hour to \$19.688 effective from December 18, 2013 until such time as a full time Circuit Court Legal and Scheduling Secretary can be appointed. There is no additional impact to the General Fund.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES) I move that the Board authorize an increase in the hourly wage of Judy Carnes from \$15.526 to \$19.688 effective December 18, 2013 until such time as a full time Circuit Court Legal and Scheduling Secretary can be appointed.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u> Recommend Approval D. Groeneveld		<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommend Approval</i>	
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> <i>Approval</i>	
AGENDA DATE: <i>3/6/13</i> AGENDA NO.: <i>CP513/03-06</i> BOARD DATE: <i>3/12/13</i> PAGE NO.			

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts & Public Safety	BUDGETED NON-BUDGETED PARTIALLY BUDGETED		
REQUESTING DEPARTMENT Sheriff	COMMITTEE DATE March 5, 2013	REQUESTOR SIGNATURE Sheriff Roesler	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>In January 2012, the County Board of Commissioners participated in the Strategic Planning sessions and determined that the replacement of the current Jail and Juvenile Transition Center was a top priority. The Jail and Juvenile Transition Center Committee (JJTCC) was established as an advisory committee to the County Board to recommend a proposed replacement as well as a location of a new Jail and Juvenile Transition Center. In June 2012, RQAW was awarded the contract as the consultant to conduct a feasibility study on properties in the County for the Jail and Juvenile Transition Center as well as complete the conceptual design phase. On February 21, 2013, the JJTCC unanimously voted to recommend the proposed option for the Jail and Juvenile Transition Center replacement to the County Board of Commissioners.</p> <p>The consultant RQAW will give a detailed presentation of the proposed option and the County's Financial Advisor will present financial information for the project at the Courts and Public Safety Committee meeting on March 5, 2013.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>Move to accept the JJTCC recommendation to proceed with the new Jail and Juvenile Transition Center proposed option including the two alternates and authorize Administration to coordinate two (2) Request for Proposals (RFP); 1) architectural services and 2) construction management services.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<p><u>HUMAN RESOURCES ANALYSIS:</u></p>	<p><u>FINANCE & MANAGEMENT ANALYSIS:</u></p> <p style="text-align: center;"><i>Recommended Approval</i> </p>		
<p><u>CORPORATE COUNSEL ANALYSIS:</u></p>	<p><u>ADMINISTRATOR RECOMMENDATION:</u></p> <p style="text-align: center;"><i>approval</i> </p>		
AGENDA DATE: <i>3/6/13</i>	AGENDA NO.: <i>CPS 13/03-07</i>	BOARD DATE: <i>3/12/13</i>	PAGE NO.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED x		NON-BUDGETED		PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Sheriff			COMMITTEE DATE 3/5/13		REQUESTOR SIGNATURE Dean Roesler, Sheriff		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)							
<p>The current Partnership in Neighborhood Safety (PINS) Program Agreement expires on March 31, 2012. After having discussions with the township supervisors from the participating townships of Laketon, Fruitland and Whitehall and the County Administrator, all parties were in agreement to extend one-half of the cost of the Deputy assigned to their township and operating expenses and the County paying the other half. The total estimated program cost for the next contract period is \$221,529.15 with the townships paying \$110,764.58 and the County paying \$110,764.58. Approval of the Agreement is now being requested from the County Board.</p>							
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)							
<p>I move to approve the one-year extension of the Agreement for the Partnership in Neighborhood Safety Program between the Townships of Laketon, Fruitland and Whitehall, the Muskegon County Sheriff and the Board of Commissioners with the County's share of the cost being 50% or \$110,764.58 and authorize the Board Chair and Sheriff to sign the document.</p>							
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)							
<u>HUMAN RESOURCES ANALYSIS:</u>				<u>FINANCE & MANAGEMENT ANALYSIS:</u>			
							
<u>CORPORATE COUNSEL ANALYSIS:</u>				<u>ADMINISTRATOR RECOMMENDATION:</u>			
Concur Doug Hughes							
AGENDA DATE: 3/6/13		AGENDA NO.: CPS 13/03-08		BOARD DATE: 3/12/13		PAGE NO.	

**INTERGOVERNMENTAL AGREEMENT FOR PARTNERSHIP IN
NEIGHBORHOOD SAFETY**

This Agreement is entered into by and between the **County of Muskegon**, acting by and through its County Board of Commission and its Sheriff, hereinafter referred to individually as County Board or Sheriff, or where appropriate, collectively as County, and the **Townships of Fruitland, Laketon, and Whitehall**, hereinafter collectively referred to as Initial Participating Townships or by individual name as may be appropriate.

Recitals

A. Since 2000, the parties have entered into an intergovernmental agreement providing for the cooperative support of additional police presence in accordance with a per capita funding formula. The initial five-year agreement covered the period of April 1, 2000 through March 31, 2005.

B. The parties are desirous of continuing the agreement for another one-year period, that period being April 1, 2013 through March 31, 2014, with the option, upon mutual written consent, to extend this agreement for up to two one-year terms with changes to the funding formula.

Agreements

1. Basic Agreement. Initial Participating Townships agree to annually appropriate and pay County, in accordance with the formula hereinafter set forth, in order to assist the County in the financing of two additional road patrol positions which will be primarily utilized for providing enhanced road patrol protection to the Initial Participating Townships. In consideration of such payment, County agrees to appropriate such funds as may be additionally required in order to fully finance the addition of such positions and Sheriff, upon hiring such additional officers, agrees to make additional road patrol assignments according to the following schedules:

(1) One deputy to Laketon Township

Week 1 Laketon Township:

Week 2 Laketon Township:

Partnership In Neighborhood Safety Annual Agreement – 2013 – 2014

Sunday:	off	Sunday:	12 PM – 8 PM;
Monday:	12 PM – 12 AM;	Monday:	off
Tuesday:	12 PM – 12 AM;	Tuesday:	off
Wednesday:	off	Wednesday:	12 PM – 12 AM
Thursday:	off	Thursday:	12 PM – 12 AM
Friday:	12 PM – 12 AM;	Friday:	off
Saturday:	12 PM – 12 AM;	Saturday:	off

(2) One deputy shared to Fruitland and Whitehall Townships

<u>Week 1 Fruitland and Whitehall:</u>		<u>Week 2 Fruitland and Whitehall</u>	
Sunday:	12 PM – 8 PM;	Sunday:	off
Monday:	off	Monday:	12 PM – 12 AM;
Tuesday:	off	Tuesday:	12 PM – 12 AM;
Wednesday:	12 PM – 12 AM;	Wednesday:	off
Thursday:	12 PM – 12 AM;	Thursday:	off
Friday:	off	Friday:	12 PM – 12 AM;
Saturday:	off	Saturday:	12 PM – 12 AM

[Both schedules total 80 hours for each two week period.]

2. Financial Formula and Participation. The County and Initial Participating Townships have agreed that an appropriate formula for participation in the PINS program will provide for payment by participating townships equivalent to fifty (50%) percent of actual total costs for the coverage described in the alternating weekly schedules described in Section 1 for their deputy (see Exhibit I). This contract is based on the current deputy assigned to each Township. If that deputy changes at any time during this contract, then the dollar amount charged to that Township will be adjusted accordingly; either higher or lower.

If any or all of the Townships desire more coverage than described in the alternating weekly schedules described in Section 1, that Township or those Townships shall pay one hundred percent (100%) of the

Partnership In Neighborhood Safety Annual Agreement – 2013 – 2014

additional costs. Those additional costs shall be defined as overtime pay (time and one half) at the rate of pay

for the officer assigned plus the following fringe benefits:

	<u>Currently at</u>
Social Security	7.65%
Life Insurance	.18%
Retirement	20.00%
Retirees' Benefits	12.20%
Unemployment Ins.	0%
Worker's Compensation	2.28%

These fringe benefit rates are those currently in effect. These rates are subject to change as new actuarial reports are received and/or changes in insurance rates occur.

The overtime plus fringe pay rate for a PINS deputy currently ranges from a low of \$40.11/hour to a high of \$79.09/hour. In addition to costs for overtime pay and fringe benefits, there shall be a vehicle charge of \$6.60 per hour, (gas, oil, filters, etc. at \$12,673, vehicle repair at \$2,000 and equipment rent revolving at \$14,313.36 = \$28986.36 (divided by 4,160 total annual hours: 2080 total shift hours x 2 deputies).

Notwithstanding the foregoing, the parties agree, subject to Sheriff express approval, that any Initial Participating Township may elect to receive funds from a non-participating township to offset the Initial Participating Township cost, in exchange for a sharing of assigned deputy coverage. Sheriff approval for such is, of course, acknowledged as being necessary by the parties in order to assure logistic feasibility.

Commencing April 1, 2013, Initial Participating Townships agree to appropriate and pay County quarterly on or before April 30, July 31, October 31, 2013, and January 31, 2014, a sum of money as outlined below for the period April 1, 2013 through March 31, 2014. Such formula is set forth in tabular amounts as follows:

<u>TOWNSHIP</u>	<u>ANNUAL COST</u>	<u>QUARTERLY</u>
Fruitland	\$40,605.61	\$10,151.41
Laketon	\$57,336.15	\$14,334.04

Partnership In Neighborhood Safety Annual Agreement – 2013 – 2014

Whitehall	<u>\$12,822.82</u>	<u>\$3,205.71</u>
	\$110,764.58	\$27,691.15

For all Initial Participating Townships, the total amount of One Hundred Eleven Thousand Six Hundred Twenty-Four Dollars (\$110,764.58) shall be utilized by the County for road patrol enhancement as herein provided for and for no other purpose. At the close of the Township's fiscal year, actual costs will be reconciled to estimated costs and Townships will be billed for any actual costs exceeding estimated costs and likewise, Townships will be credited for estimated costs (payments) exceeding actual costs.

The Townships will be notified at least semi-annually, or more often if circumstances warrant, if current projected costs are still on target or if costs are projected to be higher or lower. The projection will come from the Finance and Management Services/Budget Office and will include an explanation of the change.

The parties acknowledge that the County will match Township contributions dollar for dollar in order to fully fund employment of the two (2) additional officers and County agrees to appropriate and pay such additional amounts.

3. Assignment of Deputies. Deputies financed for employment under this agreement shall be solely under the control and supervision of the Sheriff. Consequently, such deputies shall be bound by the same policies and procedures which shall from time to time be promulgated by County and/or Sheriff, as may be appropriate, as well as applicable collective bargaining agreement.

Provided, however, that nothing herein shall be construed, nor have the effect of in any way limiting the Sheriff's ability or authority to re-deploy officers, as may be necessary and appropriate, in order to respond to unusual circumstances of need or emergency situations as determined by Sheriff; provided, however, that the Sheriff shall periodically advise Participating Townships as to standards utilized by the Sheriff for determining such unusual circumstances of need or emergency situations. For example, officer down, fleeing felon, back-up needed, or escaped prisoner.

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If an officer is off due to sick leave or duty related injury in excess of three (3) days, the Sheriff, at his discretion, shall have the option of filling this position with another Deputy or to reimburse the Township the cost of the officer for those days not covered. If an officer is off on vacation or training, the Township will pay its share of the cost.

4. Maintenance of Effort. The parties agree for the duration of this agreement to undertake no act, which would have the purpose, or effect, of diminishing the level of service herein provided to the Townships. Consistent therewith, the County, through County Board and Sheriff, stipulate that a total of 19 deputies, are currently financed by County exclusive of Sergeants, Lieutenants, and Captains and excluding deputies financed by townships under separate agreements [i.e. One financed by the Muskegon County Wastewater Management System]. Of that number, a total of 18 road patrol deputies (consisting of 16 road patrol deputies plus 2 financed by secondary road patrol) are currently assigned to road patrol or primary road patrol functions.¹ The County, through County Board and Sheriff, agree that so long as this agreement remains in force and effect, that the effect of same shall be to increase the total number of deputies customarily assigned to road patrol duty from 18 to 20.

Provided, however, that notwithstanding the foregoing, in the event the State of Michigan reduces amount of Secondary Road Patrol funding, that County shall not be obliged to maintain the two current deputy positions funded by grant from the State of Michigan for such purpose.

Finally, the parties agree that the County shall have an audit performed by a certified independent auditor in order to insure that such maintenance of effort obligation is honored. The parties stipulate and agree that such audit may be made a part of the County's annual audit process.

5. Term and Effect of Agreement. This agreement shall continue, subject to budgetary approval by County and all Initial Participating Townships, from its date of commencement of April 1, 2013, through March 31, 2014, that Initial Participating Townships and County shall provide financing as above provided. Thereafter, renewal shall require approval of all Initial Participating Townships as well as County, through its

¹This figure excludes the following deputy assignments: 1 WEMET, 1 Marine, 8 Bailiffs, 3 Detectives. Nothing herein shall be construed as limiting authority of Board or Sheriff with regard to these "non-road patrol" functions and assignments.

Partnership In Neighborhood Safety Annual Agreement – 2013 – 2014

Board and Sheriff. In the event the agreement is not renewed, then the parties acknowledge that County Board, in its discretion, may elect to eliminate positions so as to relieve both itself and Initial Participating Townships of further financial responsibility with respect to the program.

Provided, however, that any Initial Participating Township, or the County, may, due to circumstances of acute financial distress, elect to withdraw from such agreement. Notification of same must be provided to all parties in writing ninety (90) days prior to effective date of withdrawal. In the event, County Board, and/or any Initial Participating Township, elects to withdraw from this agreement, County Board may make budgetary adjustments, subject to Collective Bargaining Agreements, to effect necessary and appropriate lay-offs.

Provided, however, that execution of this agreement shall be required by County, through Board and Sheriff, and by all Initial Participating Townships in order for this agreement to be given force and effect.

6. Indemnity and Insurance. The County agrees to indemnify, and hold Townships harmless, as against liability, or claims, which may arise out of, or be filed as a consequence of actions taken by deputies hired pursuant to this agreement. In addition, County shall request its insurance carrier to name Townships as additional insured under its comprehensive general liability and shall maintain such endorsements throughout the terms of this contract.

IN WITNESS WHEREOF, the parties hereto, by and through their respective authorized representatives, have executed this agreement as of the dates hereinafter set forth.

COUNTY OF MUSKEGON

Date: _____

By _____
Kenneth Mahoney, Chair
County Board of Commission

MUSKEGON COUNTY SHERIFF

Date: _____

By _____
Dean Roesler, Sheriff

Partnership In Neighborhood Safety Annual Agreement – 2013 – 2014

FRUITLAND TOWNSHIP

Date: _____

By _____

Its _____

LAKETON TOWNSHIP

Date: _____

By _____

Its _____

WHITEHALL TOWNSHIP

Date: _____

By _____

Its _____

PINS Analysis

Assumes 50/50 split with 80 hours bi-weekly coverage

	<u>4/1/13 thru</u>	
	<u>3/31/14</u>	
Grants from Local Units	\$ 110,765	
Contribution from General Fund	110,765	
	<u>221,529</u>	
Salary	\$ 112,882	
Overtime	6,000	
FICA	8,635	
Medical	16,017	
Life	203	
Retirement	22,576	
Benefit Option	-	
Dental	1,204	
Retirees Benefit	13,772	
Longevity	1,050	
Unemployment	-	
Workers Comp	2,574	184,913
Telephone	20	
Uniforms	1,700	
Auto Insurance	1,775	
Gas, oil, filters etc.	12,673	
Audit Expense	150	
General Liability Insurance	1,028	
Vehicle Repair	2,000	
Equipment Rent Revolving	14,313	
Administrative Expense	2,957	36,616
	<u>\$ 221,529</u>	

	<u>4/1/13 thru</u>	
	<u>3/31/14</u>	
<u>Township</u>	<u>Allocation</u>	
Fruitland	\$ 40,606	
Laketon	\$ 57,336	
Whitehall	\$ 12,823	
	<u>\$ 110,765</u>	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts/Public Safety	BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Sheriff/Emergency Services	COMMITTEE DATE 3-5-13	REQUESTOR SIGNATURE Daniel Stout

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Muskegon County Sheriff's Department requests authorization to accept a Joint Endeavor Agreement Between the County of Muskegon and PRAECIPIO for a period of three years. In the past the County of Muskegon contracted with the City of Grand Rapids Fire Department to create, revise, and update Muskegon County's SARA Title III Hazardous Materials Plans (Superfund Amendments And Reauthorization Act of 1986). SARA Title III Plans are mandated by law. The City of Grand Rapids is no longer handling their own SARA Title III Plans. They have contracted with Kent County to perform these duties along with all other emergency management functions. To be consistent with Kent County and the City of Grand Rapids, the Muskegon County Sheriff Department is requesting permission to enter into a contract with PRAECIPIO. The costs of the processing of the plans will be: \$9,000.00 for year 1, \$9,250.00 for year 2 and \$9,500 for year 3. The advantages are that Muskegon and Kent Counties, and the City of Grand Rapids off-site response plans will be in the identical format with all HAZMAT units in both counties having access to the plans for a better coordinated response in the event of an incident. All fire departments in Muskegon County will also have access to all of the plans within our county. Most importantly, this will also show a collaborative working relationship between the three local units of government. Retired Grand Rapids Deputy Fire Chief Gary Sztoko coordinates the planning process for Kent County/Grand Rapids and will be Praecipio's Project Manager overseeing this if the agreement is signed.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)

Move to accept the Joint Endeavor Agreement between the PRAECIPIO 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, term 3/15/13 through 6/30/15.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)	
HUMAN RESOURCES ANALYSIS:	FINANCE & MANAGEMENT ANALYSIS: <i>Recommended Approval</i>
CORPORATE COUNSEL ANALYSIS: Concur Douglas Hughes	ADMINISTRATOR RECOMMENDATION: <i>approval</i> <i>BBB</i>

AGENDA DATE: <i>3/6/13</i>	AGENDA NO.: <i>CPS13/03.09</i>	BOARD DATE: <i>3/12/13</i>	PAGE NO.
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Praecipio Incorporated

Contractual Agreement

For Muskegon County Sheriff Department

Gary Szotko, Senior Project Manager

Melissa Ponstein, President

2/20/13

PRAECIPIO

ANTICIPATE • ADVISE • INSTRUCT

CONTRACTUAL AGREEMENT

Praecipio Incorporated
1316 Front Street NW, Suite 109
Grand Rapids, MI 49504

and

Muskegon County Sheriff's Department
Michael E. Kobza Hall of Justice
990 Terrace Street
Muskegon, MI 49442

This Agreement made and entered into this _____ 2013, by and between Praecipio Incorporated, hereinafter referred to as "PRAECIPIO," and Muskegon County Sheriff's Department hereinafter referred to as "Muskegon County," for the purpose of establishing the rights, obligations and responsibilities of the parties with regard to the providing of technical assistance services.

WITNESSETH:

WHEREAS, Muskegon County requested PRAECIPIO to provide technical assistance services; and

WHEREAS, Muskegon County and PRAECIPIO, with regard to their respective interests as above described and as hereinafter set forth, agree that:

PRAECIPIO SHALL:

- Provide technical assistance services identified in the attached Scope of Services Addendum, which is part of the Agreement and is superseded by this Agreement in the event of a conflict.
- Provide an invoice of progress and project costs on a monthly basis that outlines the work accomplished during the reporting period. Problems that have arisen or may arise will be brought to the attention Muskegon County, most notably if they will affect work accomplished or create a deviation to agreed-upon work plans.
- Provide monthly invoices detailing costs incurred.

PRAECIPIO

ANTICIPATE • ADVISE • INSTRUCT

- Attend meetings as may be required for coordination and implementation purposes.
- Be responsible for all expenses PRAECIPIO incurs while performing services under this Agreement; including report development, printing, mileage, and presentation materials.
- Be responsible for any federal, state or local taxes applicable to the compensation/fees PRAECIPIO receives under this Agreement.
- Not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Muskegon County without permission, except to the extent necessary to perform services.

MUSKEGON COUNTY SHALL:

- Reimburse PRAECIPIO in the amount of \$9,000 in the first contract term, \$9,250 in the second contract term, and \$9,500 in the third contract term for technical assistance services detailed under Scope of Services Addendum.
- Payments for such fees will be made on a monthly basis upon receipt of PRAECIPIO's invoice detailing its costs.
- Cooperate act in good faith with PRAECIPIO in carrying out the terms of this Agreement including (i) promptly undertaking any action required to effectuate the terms, intent and purpose of this Agreement, and (ii) promptly delivering such further documents or information which may be reasonably necessary to carry out the terms and conditions of this Agreement.
- Not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of PRAECIPIO (including the terms of this Agreement) without permission, except to the extent necessary to perform services.

IT IS FURTHER AGREED THAT:

A. CHANGES

This Agreement constitutes the entire agreement and understanding between the parties regarding the

subject matter. Any amendment or change to this Agreement or the Scope of Services shall require prior written approval of both parties. Should this change result in an increase in the costs for PRAECIPIO and/or Muskegon County; the fee shall be subject to renegotiation. Any changes or increases in costs shall require prior written approval by both parties. Should the parties disagree to the proposed changes or cost increases, then the original contract agreement shall continue as written.

B. TERMINATION/CANCELLATION

Either party may terminate this Agreement after 30 days written notice to the other party for any reason or no reason. Either party may terminate this Agreement immediately upon breach by the other party by giving written notice of the breach to the other party. "Breach" is defined as the failure of either party to fulfill its obligations under this Agreement. In the event of termination, PRAECIPIO shall be reimbursed for all eligible costs incurred in the furtherance of the above-mentioned services as of the date of termination. No payment will be made for costs incurred after the date of cancellation.

C. NEWS RELEASES

News releases pertaining to this Agreement or the work to which it relates, shall not be made without the prior express approval of both Muskegon County and PRAECIPIO.

D. INDEMNITY

Muskegon County agrees to indemnify, defend and hold harmless PRAECIPIO, as well as its officers, trustees, agents and employees, from any and all claims, damages, costs, expenses and losses or any other liability PRAECIPIO may incur, arising out of as a result of the acts or omissions of Muskegon County.

E. INSURANCE

1. **COMPREHENSIVE GENERAL LIABILITY.** Upon request by Muskegon County, PRAECIPIO shall provide a certificate of insurance to Muskegon County, which proves the firm has not less than \$1,000,000 coverage for Comprehensive General Liability and Property Damage. The Comprehensive General Liability and Property Damage certificate shall name Muskegon County, its officers,

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commissioners, employees, agents and representatives as additionally insured and shall require thirty (30) days prior written notice before any cancellation.

2. WORKERS' COMPENSATION. Muskegon County will not be responsible for covering PRAECIPIO under any worker's compensation or unemployment compensation insurance plans.

F. NON-DISCRIMINATION

PRAECIPIO shall not discriminate against an employee or applicant for employment with respect to his or her hire, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The parties further agree that any sub-agreement shall contain a nondiscrimination provision identical to this provision and shall be binding upon any and all subcontractors. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 200, as amended, MCL 37.1101, *et seq* and any breach thereof may be regarded as a material breach of this Agreement.

G. CONTRACT TERM AND EXTENSIONS

The first contract period will commence from March 15, 2013 through June 30, 2013, the later being the date for completion for the Scope of Services. Each subsequent contract period will commence January 1 through June 30 each year thereafter, the later being the date for completion for the Scope of Services. The final contract term expires June 30, 2015.

H. ASSIGNMENT

PRAECIPIO may not assign, in whole or part, its obligations or any contract right or rights to payment under this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the parties hereto.

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I. GOVERNING LAWS

This Agreement shall be interpreted and enforced under the laws of the State of Michigan. The parties hereby irrevocably consents to the jurisdiction and venue of the federal and state courts located in Kent County, Michigan over any dispute, action or proceeding instituted to enforce or to construe this Agreement or any of the provisions hereof. This Agreement shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for GRCC and PRAECIPIO.

J. RELATIONSHIP OF THE PARTIES

The parties acknowledge and agree that this Agreement does not create a fiduciary relationship between them. The parties shall be independent contractors, and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, affiliate, joint venturer, partner, or employee of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

PRAECIPIO INCORPORATED

MUSKEGON COUNTY

Melissa Ponstein, President

Daniel Stout, Undersheriff

Date

Date

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SARA II Emergency Response Plans for the Submittal to the State of Michigan Scope of Work

Praecipio Incorporated is to work with the Muskegon County Sheriff's Department and its Emergency Management Coordinator, to create, revise and update hazardous materials response plans related to the SARA III sites located in Muskegon County. The scope of service can be as directed by the Muskegon County Sheriff with adjustments made to the level of effort accordingly.

The scope of work includes, but is not limited to,

1. Review existing Muskegon County SARA II Emergency Response Plans.
2. Create, revise, and update response plan information for each SARA III site located in Muskegon County based upon information contained in the existing response plan(s), and in the State of Michigan DEQ Tier II Manager Database.
3. Interact via telephone, electronic correspondence, and/or face to face meetings with the Emergency Management Coordinator and staff, to gather pertinent information, letters of support and relevant data as needed to support the plan development, and to provide progress updates.
4. Interact via telephone, electronic correspondence, and/or face to face meetings with the MDEQ Tier II coordinator to ensure a timely, complete and accurate plan submittal and to respond to related follow up activities.
5. Manage and track the completion of all information gathering, writing, revisions, editing, and finalization tasks according to the plan for submittal and to assure accuracy and completeness.

Work to be performed by the Muskegon County Sheriff Staff

1. Notify and distribute the revised response plans to the appropriate local fire departments.
2. Review of response plans and associated documents, as necessary.
3. Submit plans to the Michigan State Police Region 6 Emergency Management District Coordinator.

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Prepared for: Muskegon County Sheriff's Department
Contact: Daniel Stout
Undersheriff
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Muskegon, MI 49442