

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN
AGENDA

WAYS AND MEANS

Hall of Justice
990 Terrace, Muskegon, MI 49442
June 18, 2013 - 4:00 p.m

James Derezinski, Chair
Charles Nash, Vice-Chair

-
1. Call to Order
 2. Roll Call
 3. Approval of the Minutes of the June 6, 2013
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - WM13/06 – 60 (Administration) Approve Accounts Payable
 - WM13/06 – 61 (Administration) Approve the Inter Local Agreement with City of Muskegon to Submit Joint Application to Department of Homeland Security and Authorize Board Chair to Sign
 - WM13/06 – 62 (Administration) Authorize Board Chair to Execute Agreement with Muskegon Community Health Project
 - WM13/06 – 63 (Administration) Authorize Staff to Apply for Funding Under the Michigan Comprehensive Cancer Control Program
 - WM13/06 – 64 (Administration) Authorize Board Chair to Enter Into and Sign Memorandum of Understanding Between County of Muskegon, Cities of Muskegon and Muskegon Heights for Submission of JAG Grant
 - WM13/06 – 65 (District Court) Authorize District Court to Terminate Public Defender Contract with Benjamin Medema and Approve Contract with Angella Guerrero; Authorize Board Chair to Sign
 - WM13/06 – 66 (Finance/Management/Purchasing) Authorize Finance & Management Services/Purchasing to Sell County Surplus Vehicles through Sealed Quote Process

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.

Ways and Means Committee Meeting
Agenda
June 18, 2013
Page Two

5. Items for Consideration (Continued)

- WM13/06 – 67 (Human Resources) Approve Renewal of Professional Liability Insurance Policy Covering CMH Psychiatrists with RSUI Landmark
- WM13/06 – 68 (Human Resources/Employment & Training) Accept Grant from United Way of the Lakeshore from DTE Foundation to Provide Low Income Youth with a Summer Youth Experience
- WM13/06 – 69 (Human Resources/Employment & Training) Accept Grant from Muskegon Community College to Assist the College with Credentials to Careers
- WM13/06 – 70 (Sheriff's Office) Approve Sheriff's Office to Apply for State Criminal Alien Assistance Program Off-Road Vehicle and Snowmobile Grants

6. Old Business

7. New Business

8. Public Comment

9. 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-hour 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
Ways & Means Committee
June 6, 2013
4:00 p.m.
Hall of Justice
990 Terrace
Muskegon, MI**

James Derezinski, Chair

Charles Nash, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Derezinski at 4:01 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 May 21, 2013, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

- WM13/06 – 54 It was moved by Hughes, supported by Cross, to approve payment of the accounts payable of \$3,402,072.10 covering the period of May 15, 2013 through May 31, 2013 as presented by the County Clerk. Motion carried.
- WM13/06 – 55 It was moved by Hughes, supported by Mahoney, to accept the bid proposal of Driesenga Associates for site surveys of the Muskegon County Hall of Justice property and the Muskegon County South Campus property. Motion carried.
- WM13/06 – 56 It was moved by Cross, supported by Wilkins, to approve a one-year lease in the amount of \$4,200 between Safecutters, Inc., and the County of Muskegon for 299 square feet of office space in the Airport Administration building. Motion carried.

WM13/06 – 57 It was moved by Hughes, supported by Wilkins, to approve a one-year lease in the amount of \$2,916 between Bodywise Clinical Massage, LLC, and the County for 208 square feet of office space in the Airport Administration building. Motion carried.

WM13/06 – 58 It was moved by Sabo, supported by Cross, to approve the operating levy of 5.6984 mills for Muskegon County to be levied in July 2013, the operating levy of 0.3221 mills for the Lakeshore Museum Center to be levied in December 2013, the operating levy of 0.0752 mills for the Department of Veteran's Affairs to be levied in December 2013, the operating levy of 0.3000 mills for Muskegon County Central Dispatch to be levied in December 2013 and the debt repayment levy of 0.3000 mills for the Quality of Life bond issuance to be levied in December 2013 and to authorize the Muskegon County Clerk and the Chair of the Muskegon County Board of Commissioners to sign the associated forms required by the State of Michigan which will be submitted to the State of Michigan by the Muskegon County Equalization Department. Motion carried.

WM13/06 – 59 It was moved by Hughes, supported by Nash, to approve the Summer Tax Collection Bond from 7/1/13 through 3/31/14 with Hartford Insurance Company in the amount of \$11,221. 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 Ways & Means Committee, the meeting adjourned at 4:11 p.m.

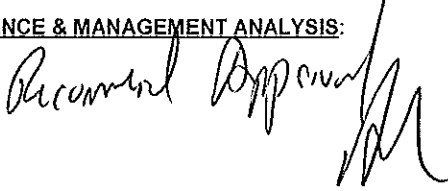
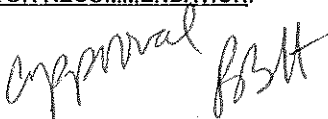
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Administration	COMMITTEE DATE June 18, 2013	REQUESTOR SIGNATURE Bonnie Hammersley	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
Accounts payable - already distributed.			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
I move to approve payment of the accounts payable of \$2,156,159.55 covering the period of June 1, 2013 through June 10, 2013, as presented by the County Clerk.			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>	
(Empty)		Recommend Approval H. Kaplan	
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>	
(Empty)		<i>approval</i> 	
AGENDA DATE: 6/18/13	AGENDA NO.: wm 13/06-60	BOARD DATE: 6/25/13	PAGE NO.

RECAP
FOR ACCOUNTS PAYABLE

Total checks issued	06/01/13	through	06/10/13	<u>\$ 2,156,159.55</u>
	TOTAL ACCOUNTS PAYABLE			<u>\$ 2,156,159.55</u>

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED	NON-BUDGETED x	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration		COMMITTEE DATE June 18, 2013		REQUESTOR SIGNATURE Judith Kell
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Staff is requesting the approval of the attached Inter Local Agreement between the City of Muskegon and the County of Muskegon to submit a joint application to the Department of Homeland Security for equipment. The Courts and Public Safety Committee approved the submission of an application to the Department of Homeland Security on June 4, 2013 for the purchase of equipment by the County of Muskegon. The following day the City of Muskegon contacted County staff to see if the City and the County could submit a joint application. Staff believes that it would be better to submit a joint application with the County of Muskegon acting as the applicant and fiduciary rather than two municipalities submitting an application in a highly competitive environment. If both applications were to proceed as separate applications, neither would likely be approved given the changes in the funding allocations. The funding agency requires an Inter Local Agreement be submitted with the application if it is a multi-jurisdictional application.</p> <p>The Inter Local Agreement defines the roles of the City and the County and the source of the match for the City's funding request. The equipment for which the City of Muskegon is seeking funds is to replace all of their portable radios so that there is the ability to communicate efficiently in the field.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to approve the Inter Local Agreement between the City of Muskegon and the County of Muskegon to submit a joint application to the Department of Homeland Security and authorize the Chairman of the County Board of Commissioners to sign the application.</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 D. Hughes				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
				Date
AGENDA DATE: <i>6/18/13</i>	AGENDA NO.: <i>WM13/06-61</i>	BOARD DATE: <i>6/25/13</i>	PAGE NO.	

INTERLOCAL AGREEMENT

**COUNTY OF MUSKEGON
and
CITY OF MUSKEGON**

2013 PORT SECURITY GRANT

CFDA Number 97.056
CFDA Title: Port Security Grant Program
U.S. Department of Homeland Security

This Agreement is made and entered into on the 25th day of June, 2013 by and between the County of Muskegon, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as "County," located at 990 Terrace Street, Muskegon, Michigan 49442 and City of Muskegon, acting by and through its governing body, the City Commission, hereinafter referred to as "City," located at 933 Terrace Street, Muskegon, Michigan 49443-0536, both of Muskegon County, (referred from time-to-time as either Parties or Governing Bodies) witnesseth:

RECITALS:

WHEREAS, this Agreement is made under the authority of MCL 244.504, the "Urban Cooperation Act," and

WHEREAS, the COUNTY has agreed to serve as the applicant/fiscal agent for a joint application for funding under the Port Security Grant, Department of Homeland Security;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the provision of

costs fairly compensates the performing party for the services or functions under this Agreement' and

WHEREAS, the CITY agrees to pay the COUNTY Twenty-six thousand and sixty three dollars and seventy cents (\$26,063.70) in cash match for the grant, if awarded;

WHEREAS, the CITY and COUNTY believe it to be in their interests to allocate the funds if awarded, as specified in this Agreement.

THEREFORE, THE CITY AND COUNTY agree as follows:

RECITALS:

1. CITY agrees to pay COUNTY Twenty-six thousand and sixty three dollars and seventy cents (\$26,063.70) for the cash match.
2. COUNTY agrees to pay CITY Seventy-eight thousand, one hundred ninety one dollars and ten cents (\$78,191.10) from the Port Security Grant, if awarded. The CITY will be responsible for its actions in the use of equipment purchased under this Agreement and the COUNTY shall not be liable for any civil liability that may arise from the purchase or the use of the equipment.
3. The CITY will be responsible for submitting the quarterly reports to the COUNTY by the third day of the month following the quarter in the fashion required by the COUNTY.
4. The CITY will be responsible for the accuracy of all data submitted to the COUNTY for the submission of reports to the Department of Homeland Security and will be liable for penalties as a result of submitting the data late or any inaccurate data.

Nothing in the performance of this Agreement shall impose any liability for claims against the COUNTY passing from this program or from the CITY's expenditure of Port Security grant funds.

By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

Dated: _____ 2013

Kenneth Mahoney, Chairman
Muskegon County Board of Commissioners

Dated: _____ 2013

Stephen Gawron, Mayor
City of Muskegon

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means Committee		BUDGETED x	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration		COMMITTEE DATE June 18, 2013		REQUESTOR SIGNATURE Judith Kell
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The County Board of Commissioners approved a contract with a two year renewal provision with the Muskegon Community Health Project on November 8, 2012 to locate a Community HUB for the Michigan Pathways to Better Health program. Muskegon County is one of three counties that is implementing the Pathways project to reduce the health care costs of Medicaid and Medicare beneficiaries with two or more chronic diseases in the State of Michigan. The initial contract paid for the 45% of the time of the Grants Coordinator to be the HUB Director and 15% of the Grant Specialist to support the HUB administrative operations for the period of December 1, 2012 through June 30, 2013. To date, the HUB has referred 500 participants to the Pathways program. The Pathways program is also paying MATS for transportation for the participants on a pilot basis, which will likely be continued for the next two years of the grant period. In addition, the Health Department will be applying for funding for a project that is supported by the HUB in the upcoming fiscal year.</p> <p>The second grant year will commence on July 1, 2013 and end on June 30, 2014. An amendment to the contract extending the agreement is attached for your review and approval. 1,250 people are to be served in the second year of the grant. The grant amendment would increase the total compensation as a result in the increase in the percentage of time being spent by the Grant Coordinator and Grant Specialist to provide administrative support for the project.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
I move to authorize the Board Chairman to execute the agreement between the Muskegon Community Health Project and the County of Muskegon from July 1, 2013 through June 2014 with renewal provisions for one year thereafter.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
		Recommend Approval H. Kaplan		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
Concur D. Hughes		<i>approval</i> <i>BBH</i>		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
N/A				
AGENDA DATE: <i>6/18/13</i>	AGENDA NO.: <i>WM13/06-62</i>	BOARD DATE: <i>6/25/13</i>	PAGE NO.	

AMENDMENT # 1
to the
AGREEMENT FOR COMMUNITY HUB AND RELATED SERVICES

WHEREAS, the Muskegon Community Health Project (hereinafter called "the Health Project") whose address is 565 West Western Ave.; Muskegon, MI 49440, County of Muskegon, whose address is 990 Terrace St., Muskegon, MI 49442, hereinafter called "the Contractor," do mutually desire to amend the Agreement entered into the 7th day of January 2013 for Community Hub services in connection with the Michigan Pathways to Better Health Project, and;

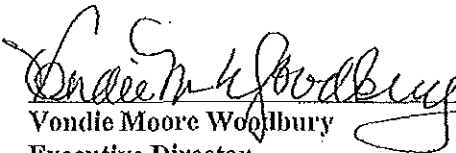
WHEREAS, the Health Project and The Contractor desire to amend said Agreement in accordance with the terms and conditions set forth therein;

NOW, THEREFORE, the parties hereto do mutual agree as follows:

1. Extend the Agreement effective July 1, 2013 through June 30, 2014.
2. The Health Project is purchasing ½-time of Judy Kell (1,040 hrs) and Mike Baatm (1,040 hrs). Additional time up to 75% can be purchased if the project work load warrants the increase. Compensation will be adjusted, accordingly, based on their current base salary and fringe benefit rates.
3. Change the "Method of Payment" in Attachment A, as follows below.
 - Total compensation will be \$122,600 for the 12-month period.
 - Monthly payments of \$10,216.66 will be made by the 10th of each month, beginning with the first payment in August 2013 and the last payment of \$10,216.74 in July 2014.
4. All other terms and conditions set forth in the Agreement shall stay in force.

IN WITNESS WHEREOF, the Health Project and the Department have executed this Amendment written an under the laws of the State of Michigan.

By: _____
Kenneth Mahoney
Chairman, Muskegon County
Board of Commalssioners



Vondie Moore Woodbury
Executive Director
Muskegon Community Health Project

Date _____



Date

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means Committee	BUDGETED	NON-BUDGETED x	PARTIALLY BUDGETED
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REQUESTING DEPARTMENT Administration	COMMITTEE DATE June 18, 2013	REQUESTOR SIGNATURE Judith Kell
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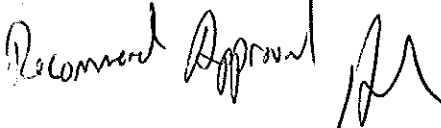
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

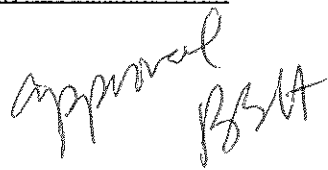
Approval is being requested to submit a grant application for funding from the Michigan Department of Community Health under its Michigan Comprehensive Cancer Control Program: Community Implementation Project, 2013 – 2015 in the amount of \$40,000 for a two year period. The project would support the Public Health Department's tobacco focused health educator in coordinating and providing the smoking cessation services to which participants in the Michigan Pathways to Better Health Project are referred. The County of Muskegon currently serves as the HUB for referrals to the Michigan Pathways to Better Health project and the integration of Public Health services into this model would further enhance the level of service that the participants receive by increasing the training of the community health workers and expanding the smoking cessation options in the community. The 10% match, or \$4,000, would come from the Public Act 2 funds.

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

I move to authorize staff to apply for funding under the Michigan Comprehensive Cancer Control Program: Community Implementation Project, 2013-2015 in the amount of \$40,000 with a 10% match coming from the Public Act 2 funds.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

<u>HUMAN RESOURCES ANALYSIS:</u> 	<u>FINANCE & MANAGEMENT ANALYSIS:</u> 
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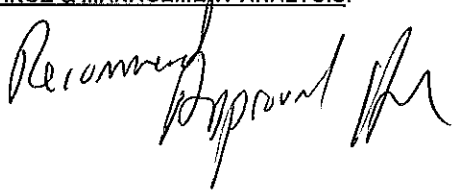

<u>CORPORATE COUNSEL ANALYSIS:</u> Concur D. Hughes	<u>ADMINISTRATOR RECOMMENDATION:</u> 
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

	Date
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AGENDA DATE: 6/18/13	AGENDA NO.: WM13/06-63	BOARD DATE: 6/25/13	PAGE NO.
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REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED	NON-BUDGETED x	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration	COMMITTEE DATE June 18, 2013	REQUESTOR SIGNATURE Judith Kell		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Approval is requested to authorize the Chairman of the County Board of Commissioners to enter into and sign a Memorandum of Understanding between Muskegon County, the City of Muskegon Heights and the City of Muskegon, as the fiscal agent for the (Edward Byrne Memorial Justice Assistance Grant (JAG)). The JAG program allows local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. The Bureau of Justice Statistics calculates an allocation based on each jurisdiction's share of total violent crime reported within the State and defines an area for such funds. The Cities of Muskegon and Muskegon Heights and Muskegon County are designated funds via a disparate allocation. The allocation as defined by the Bureau of Justice Assistance for the 2013 year is: County of Muskegon \$ 0; City of Muskegon -\$27,549; City of Muskegon Heights \$16,346. A signed Memorandum of Understanding stipulating the allocation of funding as well as the designation of a fiscal agent must be signed by all jurisdictions in the disparate allocation area whether funding is allocated to a jurisdiction or not.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to authorize the Chairman of the County Board of Commissioners to enter into and sign the Memorandum of Understanding between Muskegon County, and the Cities of Muskegon and Muskegon Heights for the submission of the JAG grant by the City of Muskegon.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
HUMAN RESOURCES ANALYSIS:		FINANCE & MANAGEMENT ANALYSIS:		
				
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION:		
Concur D. Hughes				
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
<div style="border: 1px solid black; padding: 5px; display: inline-block;">N/A</div>				
AGENDA DATE: 6/18/13	AGENDA NO.: wm13/06-64	BOARD DATE: 6/25/13	PAGE NO.	

**MEMORANDUM OF UNDERSTANDING
THE CITY OF MUSKEGON
THE COUNTY OF MUSKEGON
THE CITY OF MUSKEGON HEIGHTS**

**FY 2013 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD
Regular Funding/Local Solicitation**

This Agreement is made and entered into on the _____ day of _____, 2013, by and between the County of Muskegon, acting by and through its governing body, the Board of County Commissioners, located at 990 Terrace Street, Muskegon, Michigan 49442 and the City of Muskegon, acting by and through its governing body, the City Commission, located at 933 Terrace Street, Muskegon, Michigan 49443-0536, and the City of Muskegon Heights, acting by and through its governing body, the City Council, located at 2724 Peck Street, Muskegon Hts., MI 49444, all of Muskegon County, State of Michigan, witnesseth:

WHEREAS, the CITY OF MUSKEGON has agreed to serve as the applicant/fiscal agent for the joint funds under the: Justice Assistance Grant(Local Solicitation) as the Bureau of Justice Assistance has designated the allocation to the law enforcement communities in Muskegon County as a disparate allocation; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions, hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the breakdown of allocated funding agreed upon by those entities involved in the disparate funding is \$ 27,549 to the CITY OF MUSKEGON and \$ 16,346 to the CITY OF MUSKEGON HEIGHTS; and

WHEREAS, the CITY OF MUSKEGON, CITY OF MUSKEGON HEIGHTS and COUNTY OF MUSKEGON believe it to be in their best interests to allocate the JAG funds as specified in this Agreement.

NOW THEREFORE, THE COUNTY OF MUSKEGON, CITY OF MUSKEGON AND CITY OF MUSKEGON HEIGHTS agree as follows:

AGREEMENT

1. THE CITY OF MUSKEGON will act as the fiscal agent/applicant agency.
2. The total eligible joint allocation for the disparate jurisdictions of \$ 43,895 will be allocated as follows: COUNTY OF MUSKEGON - \$ 0; CITY OF MUSKEGON - \$27,549; CITY OF MUSKEGON HEIGHTS - \$ 16,346
3. Each municipality will be responsible for its actions in the use of any equipment purchased under this Agreement and the fiscal agent shall not be liable for any civil liability that may arise from the purchase of the use of the equipment.
4. The CITY OF MUSKEGON HEIGHTS will be responsible for submitting quarterly reports to the CITY OF MUSKEGON by the third day of the month following the quarter in the reporting fashion required by the CITY OF MUSKEGON and for any month in which an expenditure under the grant has occurred the CITY OF MUSKEGON HEIGHTS will submit a reimbursement request to the CITY OF MUSKEGON by the third day of the following month along with backup documentation such as invoices.
5. The CITY OF MUSKEGON HEIGHTS will be responsible for the accuracy of all data submitted to the CITY OF MUSKEGON for submission to the Bureau of Justice

Programs and will be liable for penalties as a result of submitting the data late and for any inaccurate data.

6. Nothing in the performance of this Agreement shall impose any liability for claims against the CITY OF MUSKEGON passing from this program or from the CITY OF MUSKEGON HEIGHT's expenditure of the JAG funds.
7. By entering into this Agreement, the parties do not intent to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF MUSKEGON

Dated: _____, 2013

By: _____
Kenneth Mahoney, Chairman
County Board of Commissioners

CITY OF MUSKEGON

Dated: _____, 2013


By: _____
Stephen Gawron, Mayor

CITY OF MUSKEGON HEIGHTS

Dated: _____, 2013

By: _____
Darrell Paige, Mayor

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED X		NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT 60 th District Court		COMMITTEE DATE June 18, 2013		REQUESTOR SIGNATURE Chief Judge Maria Ladas Hoopes	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)					
<p>The Muskegon County 60th District Court will be terminating the contract between Public Defender Benjamin Medema and the 60th District Court effective June 30, 2013 and proposes the appointment of Angella Guerrero to provide public defender representation effective July 1, 2013 to indigent defendants in misdemeanor cases through September 30, 2013. The approved amount of Benjamin Medema's contract is \$43,541.65 for 11 months of his service. The remaining amount of the contract would be paid to Angella Guerrero prorated monthly through September 30, 2013. There will be no additional monies required for this change of Public Defender.</p>					
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)					
<p>I move that the Board authorize the District Court to terminate the public defender contract with Benjamin Medema and approve a contract with Angella Guerrero, through its Chief Judge the Honorable Maria Ladas Hoopes for the remainder of the \$43,541.65 (\$11,875.00) board approved contract through September 30, 2013 and authorize Board Chair to sign said contract.</p>					
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)					
HUMAN RESOURCES ANALYSIS:			FINANCE & MANAGEMENT ANALYSIS:		
			Recommend Approval H. Kaplan		
CORPORATE COUNSEL ANALYSIS:			ADMINISTRATOR RECOMMENDATION:		
			<i>approval</i> 		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee					N/A
AGENDA DATE: <i>6/18/13</i>	AGENDA NO.: <i>WM13/06-65</i>	BOARD DATE: <i>6/25/13</i>	PAGE NO.		

**PUBLIC DEFENDER AGREEMENT
WITH ANGELLA R. GUERRERO**

THIS AGREEMENT, is entered into effective as of the 1st day of July, 2013, by and between the County of Muskegon, a Michigan municipal corporation, and the 60th District Court, hereinafter collectively referred to as "County", and ANGELLA R. GUERRERO, hereafter referred to as "Public Defender".

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 who are charged with misdemeanor offenses, criminal contempt of court, and/or probation violations 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, ANGELLA R. GUERRERO, as referenced above has represented that she is ready, willing, and able to provide such services on a contract basis; and

WHEREAS, the 60th District Court for the County of Muskegon is authorized, pursuant to Administrative Order 2008-03J, which is hereby incorporated by reference and attached hereto as Exhibit A, to appoint counsel for indigent parties; and

WHEREAS, the 60th District Court, by and through Chief Judge Maria Ladas Hoopes, has appointed Angella R. Guerrero to function in the capacity of "Public Defender";

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

AGREEMENT

1. The term of this Agreement shall be deemed effective from July 1, 2013, through September 30, 2013.
2. Angella R. Guerrero agrees to provide the legal defense services for all appointed indigent criminal defendants charged with misdemeanors, criminal contempt of court, and/or probation violations requiring and obtaining court appointed counsel during the term of this Contract.
3. If it is judicially determined that a person accused of a misdemeanor, contempt of court, and/or probation violation is entitled to court appointed counsel, then the 60th District Court for Muskegon County shall appoint, Angella R. Guerrero, functioning in the capacity of "Public Defender", or such other appointed public defender in such matters as the Court may deem appropriate, to represent said accused and, from time to time, when necessary, Angella R. Guerrero may utilize other members of her firm to fulfill the obligations hereunder.

Angella R. Guerrero may assign new representation of the accused person 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 Angella R. Guerrero the sum of Eleven Thousand Eight Hundred Seventy-Five Dollars (\$11,875). Said sums will be paid on a monthly basis in equal monthly installments. Said installments shall be subject to pro-ration in the event of termination of this Agreement.

5. Angella R. Guerrero agrees that her obligations under this Agreement to represent indigent criminal defendants shall take precedence over any and all other commitments that she might have in the course of her legal practice.

6. Angella R. Guerrero shall perform the services under this Agreement as an independent contractor and not an employee of the County. Ms. Guerrero understands and acknowledges that she 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. County shall not be responsible for paying any taxes on Angella R. Guerrero's behalf. Should County be required to do so by State, Federal or local taxing agencies, Ms. Guerrero 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 60th District Court. In the case of such interim continuation, Angella R. Guerrero shall be paid at the same rate, subject to monthly proration of services performed.

9. This Agreement may be terminated by the County or 60th District Court if:

A. Angella R. Guerrero fails to perform her obligation under this Agreement or has not provided adequate counsel for those individual defendants she is appointed to represent in a manner satisfactory to the 60th District Court for the County of Muskegon, or

B. Change of law relieves County of obligation to fund such services, or

C. The 60th District Court elects to terminate Angella R. Guerrero's appointment as a Public Defender.

10. This Agreement may be terminated by Angella R. Guerrero upon thirty (30) days advance written notice of her resignation.

11. Angella R. Guerrero 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 60th District Court and Muskegon County Board of Commissioners. Such bodies shall reasonably direct Angella R. Guerrero to provide written explanation when cases are referred due to conflict, to conflict contract attorney for payment pursuant to conflict contract.

12. It is understood that County, through its Board of Commissioners, is solely undertaking funding of this program without undertaking any supervisory responsibility whatsoever.

13. Angella R. Guerrero 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 Angella R. Guerrero to this Contract. Angella R. Guerrero 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.

14. County agrees to reimburse Angella R. Guerrero for costs she incurs for serving subpoenas on witnesses.

COUNTY OF MUSKEGON

Dated: _____, 2013

By _____
Kenneth Mahoney, Chairperson
Muskegon County Board of Commissioners

**MUSKEGON COUNTY 60TH DISTRICT
COURT**

Dated: _____, 2013

By _____
Maria Ladas Hoopes
Chief District Judge

Dated: _____, 2013

By _____
Angella R. Guerrero
Public Defender

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Finance and Management Services / Purchasing Office	COMMITTEE DATE 06/18/13	REQUESTOR SIGNATURE Heath Kaplan	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>Staff requests authorization to sell by sealed quotation surplus County vehicles. The attached list of six vehicles plus previously submitted five vehicles represents the current inventory to be sold. All departments were advised of these vehicles for any departmental transfers, of which one vehicle has been requested to be transferred. The quotation document will outline the procedure that will be used to identify the successful bidder and will require sealed quotations to be submitted.</p> <p>With the addition of these vehicles, there will be a total of eleven vehicles representing the current inventory to be sold.</p> <p>Reference Request for Board Consideration Committee Ways and Means Date 05/21/13.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to authorize Finance and Management Services / Purchasing Office to sell County surplus vehicles through the sealed quotation process.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<p><u>HUMAN RESOURCES ANALYSIS:</u></p>		<p><u>FINANCE & MANAGEMENT ANALYSIS:</u></p> <p style="text-align: center;">Recommend Approval H. Kaplan</p>	
<p><u>CORPORATE COUNSEL ANALYSIS:</u></p>		<p><u>ADMINISTRATOR RECOMMENDATION:</u></p> <p style="text-align: center;"><i>approval BSA</i></p>	
<p>If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee</p>			
			Date
AGENDA DATE: <i>6/18/13</i>	AGENDA NO.: <i>WM13/06.660</i>	BOARD DATE: <i>6/25/13</i>	PAGE NO.

2013 MUSKEGON COUNTY SURPLUS VEHICLE SALE

Department	Year	Make	Model	VIN Number	Mileage	Description	Tag No.
Mental Health	1999	Ford	Taurus SE	1FAFP53U1XG115599	111,489	Dark Green Exterior, Medium Graphite Interior, V6, PS, PL, A/C, Cruise, Tilt, Automatic Transmission, Anti-Lock Brakes, Runs, Rear Dent	24543
Mental Health	2000	Chevrolet	Astro Van	1GNDM19W0YB130435	125,723	Dark Copper Metallic Exterior, Neutral Interior, V6, 4 Spd Auto Transmission, PS, PL, PW, Anti-Lock Brakes, A/C, Cruise, Tilt, Runs	25183
Mental Health	2000	Chevrolet	Astro Van	1GNDM19W3YB130445	116,674	Gray Metallic Exterior, Med. Gray Interior, V6, 4 Spd Auto Trans., PS, PL, PW, Anti-Lock Brakes, A/C, Cruise, Tilt, Runs	25182
Mental Health	1996	Dodge	Ram Maxi Wagon	2B5WB35Y0TK173288	52,306	Dark Spruce Exterior, Quartz Interior, V8, 4 Spd Automatic Trans., PS, PB, PL, PW, A/C, A/C, Cruise, Tilt, Runs	22652
Mental Health	2004	Ford	E-350 XL Ext. Wagon	1FBSS31L84HA90197	173,194	Toreador Red Exterior, Gray Interior, V8, Auto Trans., PS, PB, PL, PW, A/C, Cruise, Tilt, Runs	26896
Wastewater	2002	Chevrolet	Venture Mini Van	1GNDU23E32D264003	105,309	White exterior, V6, Cloth Seats, PS, PB, PL, AM/FM Radio, A/C, Rust Issues, Runs	22076

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED		
REQUESTING DEPARTMENT Human Resources		COMMITTEE DATE June 18, 2013		REQUESTOR SIGNATURE D. Groeneveld
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
Request authorization to renew the Professional Liability insurance policy, covering CMH psychiatrists, for the policy period June 26, 2013 – June 26, 2014 in the amount of \$15,432 with RSUI Landmark. This is a 23.75% increase from last year.				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
I move to approve renewal of the Professional Liability insurance policy, covering CMH psychiatrists, for the policy period June 26, 2013 – June 26, 2014 in the amount of \$15,432 with RSUI Landmark.				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u> Recommend approval – D. Groeneveld		<u>FINANCE & MANAGEMENT ANALYSIS:</u> Recommend Approval H. Kaplan		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> <div style="text-align: center; font-family: cursive; font-size: 1.5em;"> approval BSA </div>		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				N/A
AGENDA DATE: 6/18/13	AGENDA NO.: WM13/0667	BOARD DATE: 6/25/13	PAGE NO.	

INSURANCE

PROPOSAL

FOR

*COMMUNITY MENTAL HEALTH
SERVICES OF MUSKEGON COUNTY
376 E. APPLE AVENUE
MUSKEGON, MI 49442*

*Presented by: Keith Potter
P.O. Box 3355
Farmington Hills, Mi 48333-3355
Phone-877-888-4239
Fax-248-538-0471*

06/11/2013

PROFESSIONAL LIABILITY

RSUI – LANDMARK

<u>COVERAGES</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>
Per Claim Limit	\$1,000,000	\$10,000
Aggregate Limit	\$3,000,000	\$10,000
TOTAL ANNUAL PREMIUM		\$15,432*

CNA

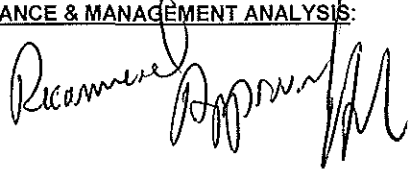
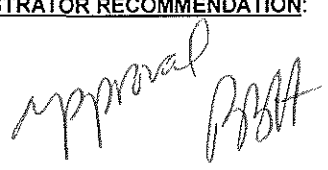
<u>COVERAGES</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>
Per Claim Limit	\$1,000,000	\$10,000
Aggregate Limit	\$3,000,000	\$10,000
TOTAL ANNUAL PREMIUM		\$16,458*

RSUI – LANDMARK 2012

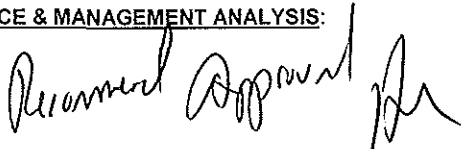

<u>COVERAGES</u>	<u>LIMITS</u>	<u>DEDUCTIBLE</u>
Per Claim Limit	\$1,000,000	\$10,000
Aggregate Limit	\$3,000,000	\$10,000
TOTAL ANNUAL PREMIUM		\$12,470.80*

*This insurance has been quoted with an insurer that is not licensed by the state of Michigan. In case of insolvency, payment of claims may not be guaranteed.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Human Resources/Employment & Training	COMMITTEE DATE June 18, 2013	REQUESTOR SIGNATURE Deborah Groeneveld		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The Department of Employment and Training/Muskegon-Oceana Michigan Works! has operated a Summer Youth Work Experience program every summer for low income youth with barriers. Due to Sequestration cuts, it was unlikely that a Summer Youth Experience program would be operated in 2013. United Way of the Lakeshore has been awarded a \$50,000 grant from the DTE Foundation to be used to provide low income youth with a Summer Youth Experience. United Way of the Lakeshore would like to pass this grant opportunity to Muskegon-Oceana Michigan Works! to pay for the 2013 Summer Work Experience Program.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to accept the grant from United Way of the Lakeshore for \$50,000 from the DTE Foundation to provide low income youth with a Summer Youth Experience as approved by the Muskegon-Oceana Workforce Development Board.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u> Recommend Approval D. Groeneveld		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
<div style="border: 1px solid black; padding: 5px; display: inline-block;">June 18, 2013</div>				
AGENDA DATE: <i>6/18/13</i>	AGENDA NO.: <i>WM13/06-68</i>	BOARD DATE: <i>6/25/13</i>	PAGE NO.	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Human Resources/Employment & Training		COMMITTEE DATE June 18, 2013	REQUESTOR SIGNATURE Deborah Groeneveld	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>Muskegon Community College was awarded a "Credentials to Careers" grant by the US Department of Labor. This project, aimed at serving trade adjustment impacted workers, consists of a national network of top-performing community colleges seeking to build new capacities to bridge the needs of workforce development and STEM (Science, Technology, Engineering, and Mathematics) employers. Under this agreement, Michigan Works! Muskegon-Oceana would be responsible for identifying and supporting qualifying candidates seeking CAD/CNC careers. If funding permits, Michigan Works! will provide tuition funding and provide soft skills training for students involved in CAD/CNC trainings. After the students have finished their trainings, Michigan Works! will assist the students with reconnecting to the workplace. The grant provides Michigan Works! Muskegon-Oceana with a total of \$55,000 over three years.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to accept the grant from Muskegon Community College for \$55,000 to assist the college with the "Credentials to Careers" grant awarded by the US Department of Labor as approved by the Muskegon-Oceana Workforce Development Board.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u> Recommend approval D. Groeneveld		<u>FINANCE & MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> 		
If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee				
		June 18, 2013		
AGENDA DATE: 6/18/13	AGENDA NO.: WRM13/06-69	BOARD DATE: 6/25/13	PAGE NO.	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED x	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Sheriff's Office		COMMITTEE DATE 6/18/13		REQUESTOR SIGNATURE Dan Stout
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>Approval is being requested for the Sheriff's Office to apply for funding for the following three (3) grants. The State Criminal Alien Assistance Program (SCAAP) from the Department of Justice. This grant covers a portion of Correctional Officer salary & fringe benefits and runs from October 1st through September 30th of each year. The Off-Road Vehicle (ORV) and Snowmobile grants from the Michigan DNR. These grants cover a portion of salary, fringe benefits and other eligible expenditures. The ORV grant runs from October 1st through September 30th and the Snowmobile grant runs from October 1st through April 30th of each year.</p>				
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to allow the Sheriff's Office to apply for the State Criminal Alien Assistance Program (SCAAP), Off-Road Vehicle (ORV) and the Snowmobile grants.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> <i>Recommend Approval AS</i>		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u> <i>approval BBA</i>		
<p>If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee</p> <div style="text-align: center; border: 1px solid black; width: 150px; margin: 0 auto; padding: 5px;">N/A</div>				
AGENDA DATE: <i>6/18/13</i>	AGENDA NO.: <i>wm13/06-70</i>	BOARD DATE: <i>6/25/13</i>	PAGE NO.	