

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN
AGENDA

WAYS AND MEANS

Hall of Justice
990 Terrace, Muskegon, MI 49442
October 3, 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 September 19, 2013
 4. Public Comment (on an agenda item)
 5. Items for Consideration
 - WM13/10 – 112 (Administration) Approve Accounts Payable
 - WM13/10 – 113 (Administration) Authorize the Chairman of the County Board to Sign the Fair Housing Contract with the Cities of Muskegon, Norton Shores, Muskegon Heights and the Fair Housing Center of West Michigan
 - WM13/10 – 114 (Human Resources) Award Three Year Contract to Oliver Wyman Actuarial Consulting to Provide IBNR Actuarial Analysis of Muskegon County Claims
 6. Old Business
 7. New Business
 8. Public Comment
 9. Closed Session: Pending Litigation
 10. 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-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
September 19, 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 Nash at 4:00 p.m.

ROLL CALL

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

Members

Excused: James Derezinski

APPROVAL OF MINUTES

It was moved by Cross, supported by Mahoney, to approve the minutes of the September 5, 2013, meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

County Clerk Nancy A. Waters addressed the Board regarding motion #WM13-09 – 107.

ITEMS FOR CONSIDERATION

- WM13/09 – 100 It was moved by Mahoney, supported by Hughes, to approve payment of the accounts payable of \$17,097,780.40 covering the period of August 31, 2013 through September 13, 2013 as presented by the County Clerk. Motion carried.
- WM13/09 – 101 It was moved by Cross, supported by Wilkins, to adopt the resolution initiating Public Act 423 for the 2013 fiscal year and authorize the Board Chair to sign it. Motion carried.
- WM13/09 – 102 It was moved by Sabo, supported by Mahoney, to accept the funding in the amount of \$196,100.00 from the Great Lakes Area of Concern Acquisition Grant to acquire 26 acres of Willbrandt property on the west side of Witham Road in North Muskegon and authorize the County Administrator to sign the electronic grant agreement. Motion carried.

- WM13/09 – 103 It was moved by Mahoney, supported by Cross, to accept a \$300,000 grant from the Michigan State Housing Development Authority (MSC-2012-0787-HOA) to rehabilitate homes in the non-entitlement communities within Muskegon County for income eligible homeowners and to allow staff to issue Requests for Proposals for contractors and other vendors to implement the program. Motion carried.
- WM13/09 – 104 It was moved by Hughes, supported by Mahoney, to, pursuant to Section 8 of the Publicly Funded Health Insurance Contribution Act (State of Michigan Public Act 152 of 2011), the Board of Commissioners of the County of Muskegon hereby extends the County's exemption from the requirements of said act from an additional year through the end of fiscal 2014; and that 15 percent of the medical benefit plan's premium equivalent amount shall be deducted from compensation due to each covered employee and elected public official; and that authorization by the employee or elected public official for the County to make the deduction shall be a condition for eligibility for the medical benefit plan. Motion carried.
- WM13/09 – 105 It was moved by Hughes, supported by Mahoney, to approve renewal of Assessment Administration Services provided by the Equalization Department to the City of Whitehall and authorize the Chair of the County Board of Commissioners to execute an agreement prepared by the Equalization Department to provide the services. Motion carried.
- WM13/09 – 106 It was moved by Engle, supported by Mahoney, to amend the current adopted FY2013 budgets as presented. Motion carried.
- WM13/09 – 107 It was moved by Mahoney, supported by Sabo, to adopt the FY2014 County of Muskegon Appropriation Ordinance including the Budget Amendments, and including the adoption of the associated FY2014 position changes, FY2014 Equipment Items and FY2014 Capital Projects, which collectively represent the implementation of the County of Muskegon's FY2014 Operating Budget. Motion carried.
- WM13/09 – 108 It was moved by Sabo, supported by Hughes, to authorize Finance & Management Services/Purchasing Office staff to accept the highest authenticated bid for each of the twelve (12) surplus vehicles and distribute the proceeds to the appropriate funds. Motion carried.

- WM13/09 – 109 It was moved by Cross, supported by Wilkins, to approve the purchase of 5,000 GAIN skill assessments from Wonderlic, Inc., in the amount of \$30,000. Motion carried.
- WM13/09 – 110 It was moved by Hughes, supported by Mahoney, to authorize the Board Chairman to execute the agreement between the Muskegon Community Health Project and the County of Muskegon in the amount of \$31,200 from October 1, 2013 through June 30, 2014 for community health worker services; and authorize Public Health to add and recruit a new Public Health Technician position to perform the related contract duties, with no increase in the general fund allocation. Motion carried.
- WM13/09 – 111 It was moved by Cross, supported by Wilkins, to award RFP13-2090 to Information Systems Intelligence (ISI) for a period not to exceed five (5) years (October 1, 2013 – September 30, 2018) and a cost not to exceed \$66,000 per month, with a 1% annual modifier at the anniversary of the agreement; in addition, authorize the Board Chairman to execute the agreement. Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

Commissioner Wilkins inquired as to how the concerns of the County Clerk Nancy A. Waters would be addressed. Administrator Hammersley was directed to meet with the Circuit Court Administrator Eric Stevens and to provide a response prior to Full Board meeting of Tuesday, September 24, 2013.

PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 4:26 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED NON-BUDGETED PARTIALLY BUDGETED		
REQUESTING DEPARTMENT Administration		COMMITTEE DATE October 3, 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 \$7,149,614.69 covering the period of September 14, 2013 through September 30, 2013, as presented by the County Clerk.				
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> Recommend Approval B. Hammersley		
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: 10/3/13	AGENDA NO.: WM13/10-112	BOARD DATE: 10/8/13	PAGE NO.	

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means		BUDGETED x	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration		COMMITTEE DATE October 3, 2013		REQUESTOR SIGNATURE Judith Kell
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>Approval is being requested to authorize the Chairman of the County Board of Commissioners to sign the Fair Housing Contract with the Cities of Muskegon, Norton Shores, Muskegon Heights and the Fair Housing Center of West Michigan for fair housing services and to utilize \$6,500 from either the NSP 3 or CDBG administrative funds for the County of Muskegon's share of the contract costs. The County of Muskegon was awarded funds from the Department of Housing and Urban Development for the Neighborhood Stabilization Program 3, the Supportive Housing and PATH programs for Community Mental Health. The Department of Housing and Urban Development has many fair housing requirements related to investigations, testing, education and outreach to which the County of Muskegon must adhere as a recipient of HUD funds. In addition, the County of Muskegon received a Community Development Block Grant (CDBG) allocation through the Michigan State Housing Development Authority and the same fair housing requirements apply.</p> <p>The Cities of Muskegon, Norton Shores and Muskegon Heights are entitlement communities for Community Development Block Grant funds. As recipients of CDBG funds these municipalities must also adhere to the fair housing requirements. Rather than each municipality entering into a separate and more costly agreement, the Cities and the County can enter into one agreement with the Fair Housing Center of West Michigan to provide the required services for each of the municipalities at a reduced cost.</p>				
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move to authorize the Chairman of the County Board of Commissioners to sign the Fair Housing Contract with the Cities of Muskegon, Norton Shores, Muskegon Heights and the Fair Housing Center of West Michigan for fair housing services and to utilize \$6,500 from either the NSP 3 or CDBG administrative funds for the County of Muskegon's share of the contract costs.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
HUMAN RESOURCES ANALYSIS:		FINANCE & MANAGEMENT ANALYSIS:		
		<i>Recommend Approval</i>		
CORPORATE COUNSEL ANALYSIS:		ADMINISTRATOR RECOMMENDATION:		
		<i>Approval</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>				
				Date
AGENDA DATE: <i>10/3/13</i>	AGENDA NO.: <i>Wm/3/10-1/3</i>	BOARD DATE: <i>10/8/13</i>	PAGE NO.	

FAIR HOUSING SERVICES AGREEMENT

Cities of Muskegon, Muskegon Heights, and Norton Shores and County of Muskegon and Fair Housing Center of West Michigan

This Agreement is effective as of this 1st day of January, 2014, by and between the **City of Muskegon**, a Michigan municipal corporation with its principal offices located at 933 Terrace Street, Muskegon MI, 49443; the **City of Muskegon Heights**, a Michigan municipal corporation with its principal offices located at 2424 Peck Street, Muskegon Heights, MI 49444; the **City of Norton Shores**, a Michigan municipal corporation with its principal offices located at 4814 Henry Street, Norton Shores, MI 49441 (City of Muskegon, City of Muskegon Heights and City of Norton Shores are hereinafter the "Cities"); the **County of Muskegon** (hereinafter the "County"), a Michigan municipal corporation with its principal offices located at 990 Terrace Avenue, Muskegon, MI 49442; and the **Fair Housing Center of West Michigan** (hereinafter the "FHCWM"), a Michigan non-profit corporation with its principal offices located at 20 Hall Street SE, Grand Rapids, MI 49507.

I. AGREEMENT OUTCOMES

The purpose of this Agreement is to decrease impediments to housing choice and to promote open, diverse communities by way of the provision of fair housing services based on the Fair Housing Act, 42 USC §3601 et.seq

II. AGREEMENT ACTIVITIES AND DEFINITIONS

A. General Activities

- i. Education and Outreach. The FHCWM will conduct a community outreach program throughout the County and the Cities to educate housing consumers, professionals and the general public concerning fair housing. As part of a comprehensive, regional program, the FHCWM will disseminate fair housing information to housing consumers, and housing/human service agencies in order to educate them about housing rights, and to increase awareness and reporting of discriminatory practices. The FHCWM will also provide fair housing information to sales, rental, and lending professionals in order to encourage their voluntary compliance with federal, state and local fair housing laws. The FHCWM will disseminate materials on a community-wide basis in order to promote understanding of fair housing and the benefits thereof, and to increase general public awareness regarding equal access to housing opportunity. Such services will include the provision of formal fair housing training upon request. The FHCWM shall also provide technical assistance to the staff of the Cities and the County in response to any and all questions regarding unlawful housing discrimination or fair housing practices. The FHCWM will complete a minimum of 15 hours of education and outreach activities throughout the County and the Cities.

- ii. Complaint Investigation. The FHCWM shall receive, review, investigate and process all complaints of unlawful housing discrimination involving people and/or properties located within the Cities or the County which the FHCWM may receive from residents of any of the Cities or the County, a person wishing to reside in any of the Cities or the County, or any other source during the term of this Agreement. In the absence of an individual complainant, the FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

- B. Housing Tests within the Cities. The FHCWM shall conduct a minimum of seven (7) fair housing tests (at least one (1) per City) involving people and/or property within any of the Cities in order to investigate compliance with fair housing laws in the areas of sales, rental, advertising, insurance, appraisal and/or financing. The fair housing tests shall be based upon bona fide complaints or conducted on a survey basis, with a focus on complaint-based testing. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology. In the absence of an individual complaint, the FHCWM will initiate enforcement action in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

- C. Housing Tests within the County. The FHCWM shall conduct a minimum of six (6) fair housing tests involving people and/or property within the County in order to investigate compliance with fair housing laws in the areas of sales, rental, advertising, insurance, appraisal and/or financing. The fair housing tests shall be based upon bona fide complaints or conducted on a survey basis, with a focus on complaint based testing. All housing testing will be conducted by trained testers according to generally-accepted housing testing methodology. In the absence of an individual complaint, the FHCWM may initiate enforcement in those cases where evidence of potential discrimination exists, as deemed necessary and appropriate at the sole discretion of the FHCWM.

III. MONITORING REPORTS

The FHCWM shall provide the County with program performance reports which contain information regarding the activities carried out and the results of those activities. Reports shall be submitted bi-annually, within 30 days after the conclusion of each six-month reporting period. The County will forward the reports to each of the Cities by July 30, 2014 and January 30, 2014. The complaint and testing activities will be reported by municipality.

IV. COMPENSATION AND METHOD OF PAYMENT

A. For the performance of the activities under this Agreement, the Cities and the County hereby agree to pay the FHCWM the amount of \$15,000.00 (fifteen thousand dollars) following the table below:

Municipality	Approx. Population	Percentage of total	Financial Responsibility
City of Muskegon	40,000	31%	\$4,675
City of Norton Shores	22,000	17%	\$2,635
City of Muskegon Heights	10,000	9%	\$1,190
County of Muskegon	172,000	43%	\$6,500
TOTALS		100%	\$15,000

B. The Cities and the County shall pay the FHCWM the amount of \$15,000.00 (fifteen thousand dollars) in two (2) bi-annual installments of \$7,500.00 (seven thousand five hundred dollars).

- i. The FHCWM shall submit an invoice to the County in the amount of \$7,500.00 (seven thousand five hundred dollars) with each of its two (2) reports required by this Agreement. Each invoice will be payable within 30 days of its date of issue.
- ii. If payment is not made by one or more of the Cities or the County, the County shall immediately notify the FHCWM in writing of the reason for nonpayment, services will immediately cease, and the FHCWM will be reimbursed for work completed under the terms of the contract up to the date of said notification.

V. CONFIDENTIALITY

The Parties agree that by virtue of entering into this Agreement, they will have access to certain confidential information regarding each other's operations related to this project. All Parties agree that they will not at any time disclose confidential information and/or material without the consent of that Party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. This provision shall be subject to the provisions of the Freedom of Information Act.

VI. NONDISCRIMINATION

There shall be no discrimination of any Individual on account of race, color, creed, religion, sex, marital status, weight, age, handicap, ancestry, national origin and any other statutorily protected class.

VII. TERM

This Agreement will begin January 1, 2014, and will continue until December 31, 2014.

Any Party may terminate their participation with this Agreement for any reason by giving the other Parties ninety (90) days prior written notice. If a Party provides such written notice of termination, prior to the expiration of said ninety (90) day period the remaining Parties retain the right to amend the Agreement to continue services; else, the effective date of termination by one Party will serve as the effective date of the termination of the Agreement.

VIII. SEVERABILITY

In the event any provision of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality and enforceability of the remainder of the Agreement.

IX. AMENDMENTS

This Agreement may be amended only with the mutual written consent of the Parties.

XI. ADDITIONAL REQUIREMENTS

The FHCWM will act as an independent contractor and the contract cannot be assigned. The FHCWM will indemnify the Cities and the County and will add the governmental units identified in the contract as an additional insured. The FHCWM at the time of the execution of the contract will provide to the County of Muskegon a copy of their insurance coverage and limits. The insurance coverage shall include but not be limited to general liability, no fault automobile insurance and workers compensation insurance.

XII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing this Agreement on behalf of the Cities, County and FHCWM hereto certify by said signatures that they are duly authorized to sign this Agreement.

XIII. APPROVAL AND SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF MUSKEGON

By: _____
Stephen Gawron, Mayor

Date: _____

CITY OF MUSKEGON HEIGHTS

By: _____
Darrell Paige, Mayor

Date: _____

CITY OF NORTON SHORES

By: _____
Gary Nelund, Mayor

Date: _____

COUNTY OF MUSKEGON

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

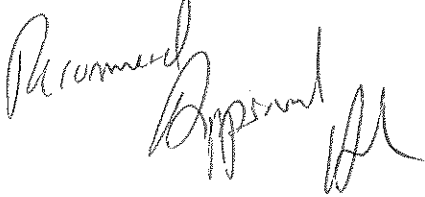

Date: _____

FAIR HOUSING CENTER OF WEST MICHIGAN

By: _____
Nancy Haynes, Executive Director

Date: _____

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways and Means	BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Human Resources	COMMITTEE DATE October 3, 2013	REQUESTOR SIGNATURE Deborah Groeneveld
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)		
Request approval to award a three (3) year contract for Actuarial Services to Oliver Wyman Actuarial Consulting. The actuarial services will provide IBNR analysis of Muskegon County claims and allocation claims adjustment expenses for General Liability, Property, Automobile Liability, Automobile Physical Damage, and Unemployment Insurance. The contract will be for \$9,990 per year for a total of \$29,970 for three (3) years.		
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)		
I move to award Oliver Wyman Actuarial Consulting a three (3) year contract in the amount of \$29,970 per year, to provide IBNR actuarial analysis of Muskegon County claims and allocated claims adjustment expenses.		
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		
		Date
AGENDA DATE: 10/3/13	AGENDA NO.: Wm13/10-114	BOARD DATE: 10/8/13
		PAGE NO.

MUSKEGON COUNTY PROPOSAL SUMMARY

Commodity Number: 948-12

Department: Human Resources

Proposal: RFP 13-2093

Release Date: 02/16/13

Product/Service: Actuarial Services

Opening Date: 09/13/13

"MCTN Solicitation Statistics"

Vendors Received Notice: 42
 Vendors Accessed Attachments: 23
 Proposals Received: 3
 No-Proposal Form Received: 0

Vendor Name & Address	2013 Review Fee	2014 Review Fee	2015 Review Fee	Optional On-Site Visit	Comments
Aon Risk Consultants, Inc. dba Aon Global Risk Consulting 200 E. Randolph Street Chicago, IL 60601	\$18,000.00	\$18,000.00	\$18,000.00	\$1,500.00	3 Yrs Renewal Option at Same Pricing
Oliver Wyman Actuarial Consulting Three Logan Square 1717 Arch Street, Suite 1100 Philadelphia, PA 19103	\$9,990.00	\$9,990.00	\$9,990.00	No Charge	
Pinnacle Actuarial Resources, Inc. 2817 Reed Road, Suite 2 Bloomington, IL 61704	\$12,500.00	\$12,500.00	\$12,500.00		
Estimated Cost \$29,700 Not Advertised in Local Paper Board Approved 08/13/13					

Department Recommendation:

Name of Witness: Tina Nash

Name of Buyer: Christine R. Johnson

Oliver Wyman Actuarial Consulting

Finance & Management Services Director Name: Heath Kaplan

Signature: 

Vendor Awarded: _____

Board Approval Date: _____

Purchase Order Number: _____

RFP13-2093 ACTUARIAL SERVICES

Vendor Evaluation Summary

	Rater #1	Rater #2	Proposal Ranking Average	Overall Rating
Aon Risk Consultants, Inc.				
Actuarial Firm Experience	225.0	225.0		
Staff Qualifications	225.0	225.0		
Sub-Contracting	90.0	100.0		
Special Knowledge	135.0	135.0		
Price	175.0	200.0		
Rating Total	850.0	885.0		
			867.5	3

	Rater #1	Rater #2	Proposal Ranking Average	Overall Rating
Oliver Wyman Actuarial Consulting				
Actuarial Firm Experience	225.0	225.0		
Staff Qualifications	225.0	225.0		
Sub-Contracting	90.0	100.0		
Special Knowledge	135.0	150.0		
Price	225.0	250.0		
Rating Total	900.0	950.0		
			925.0	1

	Rater #1	Rater #2	Proposal Ranking Average	Overall Rating
Pinnacle Actuarial Resources, Inc.				
Actuarial Firm Experience	225.0	200.0		
Staff Qualifications	225.0	225.0		
Sub-Contracting	90.0	100.0		
Special Knowledge	135.0	120.0		
Price	200.0	225.0		
Rating Total	875.0	870.0		
			872.5	2