

MUSKEGON COUNTY BOARD OF COMMISSIONERS
MUSKEGON COUNTY, MICHIGAN
REVISED AGENDA

WAYS AND MEANS

Hall of Justice
990 Terrace, Muskegon, MI 49442
November 7, 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 October 22, 2013
 4. Public Comment (on an agenda item)
 5. Presentation: EEO Statistical Report
 6. Items for Consideration
 - WM13/11 – 124 (Administration) Approve Accounts Payable
 - WM13/11 – 125 (Administration) Accept Proposal/Price Structure from Williams Hughes, PLLC
 - WM13/11 – 126 (Administration) Accept the Proposed Amendment from the LCC Board to Amend Section 9 of the Second Amendment to the MOU
 - WM13/11 – 127 (Treasurer's Office) Amend the November 2006 Intergovernmental Agreement Between Muskegon County Board of Commissioners and the Land Bank Authority
 7. Old Business
 8. New Business
 9. Public Comment
 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
October 22, 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 4:00 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 Nash, supported by Cross, to approve the regular and closed session minutes of October 3, 2013, as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

- WM13/10 – 116 It was moved by Hughes, supported by Mahoney, to approve payment of the accounts payable of \$10,014,076.14 covering the period of October 1, 2013 through October 8, 2013 as presented by the County Clerk. Motion carried.
- WM13/10 – 117 It was moved by Cross, supported by Hughes, to reclassify Fiscal Analyst position #X37901 (NX00220) to Senior Fiscal Analyst (NX00280). Motion carried.
- WM13/10 – 118 It was moved by Sabo, supported by Wilkins, to accept the grant award for the establishment of the 14th Circuit Court Swift and Sure Sanctions Probation Program in the amount of \$368,000, and authorize the Board Chairman to sign the Swift and Sure Sanctions Probation Program FY 2014 Contract. Motion carried.

- WM13/10 – 119 It was moved by Hughes, supported by Mahoney, to award the Building Request for Proposal RFP 13-2084 to FWG Enterprises, LLC. Motion carried.
- WM13/10 – 120 It was moved by Mahoney, supported by Wilkins, to extend the contract with Canteen Services for a period of two years to provide inmate commissary service and to authorize the Sheriff to sign this agreement extension. Motion carried.
- WM13/10 – 121 It was moved by Cross, supported by Mahoney, to extend the contract with Securus Technologies for a period of two years to provide inmate telephone service and to have the Board Chair sign this contract extension. Motion carried.
- WM13/10 – 122 It was moved by Hughes, supported by Wilkins, to adopt the 2013 Apportionment Report as prepared and submitted by the Muskegon County Equalization Department. Motion carried.
- WM13/10 – 123 It was moved by Hughes, supported by Cross, to accept the bid in the amount of \$124,000 from Tridonn Construction Company for the Community Mental Health Brinks Relocation Project. Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

Commissioner Hughes noted she recently renewed her CCW (Carry Concealed Weapon) permit. She discussed how impressed she was with the process and how many applications/renewals are processed monthly in the County Clerk's Office.

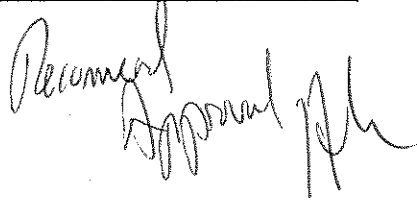

PUBLIC COMMENT (On a new topic)

None.

ADJOURNMENT

There being no further business to come before the Ways & Means Committee, the meeting adjourned at 4:14 p.m.

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means	BUDGETED NON-BUDGETED PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Administration	COMMITTEE DATE November 7, 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 \$22,924,758.10 covering the period of October 9, 2013 through November 1, 2013, as presented by the County Clerk.		
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)		
<u>HUMAN RESOURCES ANALYSIS:</u>	<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		
		N/A
AGENDA DATE: 11-7-13	AGENDA NO.: WM13/11-124	BOARD DATE: 11-12-13
		PAGE NO.

RECAP
FOR ACCOUNTS PAYABLE

Total checks issued	10/09/13	through	11/01/13	\$ 7,613,786.41
Total P-Card Purchases	09/01/13	through	09/30/13	\$ 127,300.45
Total Electronic Fund Transfers	09/01/13	through	09/30/13	\$ 8,175,020.92
Total Electronic Fund Transfers	10/01/13	through	10/31/13	<u>\$ 7,008,650.32</u>
TOTAL ACCOUNTS PAYABLE				<u>\$ 22,924,758.10</u>

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED X	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Administration		COMMITTEE DATE November 7, 2013	REQUESTOR SIGNATURE Heath Kaplan	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The County solicited proposals for Legal Counsel Services on September 30, 2013 on MITN and the Muskegon Chronicle (October 3rd). Seventy-seven vendors received the notice and 21 accessed the attachments. On October 17th, the County received one proposal.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>Move to accept the proposal/price structure from Williams Hughes, PLLC for the term beginning January 1, 2014, through December 31, 2014.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>		
		Recommended Approval		
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>		
		Approval		
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: 11-7-13	AGENDA NO.: Wm13/11-125	BOARD DATE: 11-12-13	PAGE NO.	

MUSKEGON COUNTY PROPOSAL SUMMARY

Commodity Number: 96149; 96150

Department: Administration

Proposal: RFP 13-2097

Release Date: 09/30/13

Product / Service: Legal Counsel Services

Opening Date: 10/17/13

MITN Solicitation Statistics
Vendors Received Notice: 77
Vendors Accessed Attachments: 21
Proposals Received: 1
No-Proposal Form Received: 0

Vendor Name & Address		Proposal Received	Attorney Fee	Attorney Fee	Paralegal Fee	Comments
Williams Hughes, PLLC 120 W. Apple Avenue Muskegon, MI 49443		Yes	\$175 per Hour	\$125 per Hour	\$65.00 per Hour	Exception and Deviation on Monthly Retainer With Fee; Proposes Only Hourly Rates to be Charged to One-Tenth of an Hour.
Estimated Cost \$287,000.00 Advertised in Muskegon Chronicle						


Department Recommendation:

Name of Witness: Tina Nash

Name of Buyer: Christine R. Johnson

Williams Hughes, PLLC

Finance & Management Services Director Name: Heath Kaplan

Signature: 

Vendor Awarded: _____

Board Approval Date: _____

Purchase Order Number: _____

*****THIS PROPOSAL SUMMARY PAGE AND ANY OTHER PRICING MUST BE IN A SEPARATE SEALED ENVELOPE MARKED "RFP 13-2097 LEGAL COUNSEL SERVICES - PRICING". *****

PROPOSAL SUMMARY

All costs (including materials, travel expenses, shipping, handling and all other costs) must be included in the total proposal price.

Bidders are to submit prices on the lines (spaces) provided below. Every line (space) must contain a figure, zero (0) or line (-). Failure to complete the proposal summary as stated above shall be cause for rejection of proposal. (Remember to double check your addition, subtraction and multiplications.)

Please provide pricing for Legal Counsel Services as set forth in Scope of Work:

Monthly Retainer Amount for Corporate Counsel: \$ n/a - please see attached

Per Hour Charges (to tenth of an hour): \$ please see attached

Hourly Rate for Specialty Services:
Provide Listing of these Services \$ n/a - please see attached

All Expenses Outside of Above Fees
Provide Listing of these Expenses \$ n/a - please see attached

TOTAL NOT TO EXCEED YEARLY COST FOR SERVICES \$ n/a

WILLIAMS HUGHES, PLLC
Proposal for Legal Services – Pricing
In Response to RFP 13-2097

The only exception and deviation that the Firm would propose relates to the pricing structure contained in this proposal. The Request for Proposals suggests a structure which will be primarily based upon a monthly retainer with a fee for certain activities. It has been our experience that the practice of law is a very volatile affair and very difficult to predict from one month to the next the need for legal services. It is also our experience that a retainer arrangement makes it difficult to track specific activities and specific time spent on those activities.

Attached, please find a chart that depicts the attorney fees by department charged from October 2012 to September 2013. The chart shows the wide variation in legal fees that can occur in the County of Muskegon's many departments. Although the Firm understands the County's desire to be able to budget for a particular retainer fee, the amount of legal fees charged to each department depends on many outside factors and variables that cannot be predicted. It is for these reasons that we strongly prefer to represent the County on an hourly rate basis.

Williams Hughes, PLLC, proposes the following hourly rates, to be charged to one-tenth of an hour.

Attorney	Proposed Rate
Theodore N. Williams, Jr.	\$175 per hour
Douglas M. Hughes	\$175 per hour
Eric C. Grimm	\$175 per hour
L. James Lemmen, M.D.	\$175 per hour
David B. Merwin	\$175 per hour
Enrika L. F. McGahan	\$125 per hour
Susan M. Franklin	\$125 per hour
Paralegals	\$65 per hour

Please note that this is the first price increase for Firm attorneys in 8 years.

**ATTORNEY FEES BY DEPARTMENT
PAID TO WILLIAMS HUGHES, PLLC
BY THE COUNTY OF MUSKEGON
OCTOBER 2012 THROUGH SEPTEMBER 2013**

Department	10/12	11/12	12/12	1/13	2/13	3/13
Administration	\$10,896.50	\$11,225.00	\$10,272.50	\$4,862.50	\$6,613.50	\$4,590.00
Airport	112.50	160.00	75.00	n/a	n/a	n/a
Brookhaven	n/a	112.50	987.50	1,210.00	589.00	250.00
Comm. Develop.	137.50	n/a	n/a	n/a	n/a	400.00
CMH	512.50	237.50	375.00	712.50	247.50	455.00
County Clerk	n/a	562.50	37.50	n/a	n/a	n/a
Drain Comm.	75.00	237.50	n/a	n/a	n/a	375.00
District Court	404.00	362.00	123.00	n/a	192.00	765.50
Emergency Serv.	n/a	n/a	n/a	n/a	n/a	n/a
Employee Ben.	1,742.50	n/a	n/a	160.00	2,662.50	n/a
Employ/Training	n/a	15.00	n/a	n/a	n/a	62.50
Equalization	450.00	n/a	n/a	112.50	n/a	37.50
Facilities Mgmt.	62.50	160.00	50.00	452.50	240.00	162.50
Family Court	50.00	87.50	1,637.50	315.00	327.50	710.00
Health Dept.	468.75	97.50	115.00	241.25	n/a	25.00
Labor/Personnel	n/a	80.00	87.50	n/a	287.50	452.50
MATS	n/a	97.50	145.00	167.50	200.00	695.00
NSP	n/a	37.50	725.00	n/a	n/a	n/a
Prosecutor	n/a	n/a	n/a	50.00	412.50	115.00
Public Works	612.50	345.00	428.75	543.75	687.50	457.50
Register of Deeds	n/a	n/a	n/a	n/a	n/a	n/a
Sheriff	3243.50	306.00	470.00	476.25	262.50	860.00
Solid Waste	391.00	34.00	96.00	105.00	400.00	612.50
Treasurer	n/a	n/a	n/a	n/a	n/a	n/a
Wastewater	2,260.25	650.00	300.00	631.25	1,107.50	236.50
Workers' Comp.	7,242.50	3,030.00	1,317.50	5,946.25	3,835.00	5,193.75

Department	4/13	5/13	6/13	7/13	8/13	9/13	Total
Administration	\$8,876.25	\$8,653.75	\$5,802.00	\$3,897.00	\$3,038.50	\$8,590.50	\$87,318.00
Airport	n/a	237.50	n/a	37.50	300.00	n/a	922.50
Brookhaven	1,568.00	176.50	3,908.50	2,137.50	1,701.50	4,717.00	17,358.00
Comm. Develop.	n/a	n/a	n/a	n/a	n/a	n/a	537.50
CMH	717.50	280.00	570.50	1,371.25	1,798.75	3,132.50	10,410.50
County Clerk	475.00	125.00	16.00	315.00	377.50	992.50	2,901.00
Drain Comm.	312.50	612.50	120.00	2,156.25	1,712.50	2,006.25	7,607.50
District Court	301.50	397.50	1,003.50	435.00	32.00	218.00	4,234.00
Emergency Serv.	n/a	n/a	62.50	20.00	n/a	n/a	82.50
Employee Ben.	n/a	1,025.00	2,292.50	762.50	1,439.00	64.00	10,148.00
Employ/Training	n/a	n/a	n/a	n/a	162.50	n/a	240.00
Equalization	n/a	n/a	n/a	n/a	n/a	n/a	600.00
Facilities Mgmt.	192.50	n/a	n/a	n/a	65.00	202.50	1,587.50
Family Court	112.50	75.00	10.00	552.50	282.50	105.00	4,265.00
Health Dept.	1,150.00	2,670.00	1,042.75	172.50	861.00	1,637.00	8,480.75
Labor/Personnel	37.50	280.00	350.00	287.50	1,137.50	537.50	3,537.50
MATS	549.50	92.50	97.50	1,695.00	745.00	1,387.50	5,872.00
NSP	n/a	62.50	n/a	250.00	n/a	n/a	1,075.00
Prosecutor	237.50	62.50	n/a	n/a	n/a	n/a	877.50
Public Works	893.75	875.00	1,898.75	125.00	225.00	312.50	7,405.00
Register of Deeds	n/a	n/a	173.00	n/a	n/a	n/a	173.00
Sheriff	1,217.50	77.50	1,650.00	2,108.50	3,108.00	722.50	14,502.25
Solid Waste	120.00	201.00	16.00	405.50	536.50	164.50	3,082.00
Treasurer	n/a	80.00	n/a	15.00	n/a	312.50	407.50
Wastewater	1,419.00	1,691.75	1,128.50	2,838.50	1,010.00	1,185.00	14,458.25
Workers' Comp	7,585.00	4,405.00	4,280.00	5,860.00	4,535.00	1,422.50	54,652.50*

*Paid by ASU

Total Fees Paid: \$262,735.24

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
BETWEEN THE COUNTY OF MUSKEGON
AND WILLIAMS HUGHES, PLLC**

This Agreement (hereinafter referred to as "Agreement") is made by and between the County of Muskegon, a political subdivision of the State of Michigan (hereinafter referred to as "County"), having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, and Williams Hughes, PLLC having its principal place of business at 120 W. Apple Avenue, Muskegon, Michigan 49440 (hereinafter referred to as "Contractor"), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE. Heath Kaplan at phone number 231-724-6397 is the representative of County and will administer this Agreement for and on behalf of County. Theodore N. Williams, Jr. at phone number 231-727-2101 and/or Douglas M. Hughes at phone number 231-727-2119 are the authorized representatives for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To County: Mr. Heath Kaplan, Director
Muskegon County Finance & Management Services
990 Terrace Street, Fourth Floor
Muskegon, MI 49442

To Contractor: Mr. Theodore N. Williams, Jr. or Mr. Douglas M. Hughes
Williams Hughes, PLLC
120 W. Apple Avenue
P.O. Box 599
Muskegon, MI 49443-0599

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

3. SCOPE OF SERVICE. Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. TERM. Contractor shall commence performance on January 1, 2014 and the Agreement will be for one (1) year with the option to renew for two (2) subsequent years, one year at a time, based on mutual agreement between the parties.

5. COMPENSATION OF CONTRACTOR. Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Section 2, "Notices" above, following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

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

7. STANDARD OF PERFORMANCE. Contractor represents that contractor has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Contractor shall perform all services under this Agreement in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. TAXES. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

9. CONFLICT OF INTEREST. Contractor covenants that Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by contractor.

10. RESPONSIBILITIES OF COUNTY. County shall provide all information reasonably necessary to the Contractor in performing the services provided herein.

11. OWNERSHIP OF DOCUMENTS. This Agreement is a written instrument, signed by County and the Contractor, for purposes of the Copyright Act of the United States and the copyright laws of any other country. County and Contractor agree that the copyright for any and all works of authorship, prepared under this Agreement, as a result of this Agreement, or in the course of performance of this Agreement, in any medium of expression, shall belong exclusively to County. County shall, for purposes of 17 U.S.C. § 201(a) and the copyright laws of any other country, be deemed the sole and exclusive author of any and all such works. If and to the extent necessary, any and all such works shall be deemed works made for hire, prepared for County and belonging exclusively to it. If necessary to secure County's exclusive ownership of any or all such copyrights, Contractor shall perform all actions and execute all documents required to transfer any and all such rights exclusively to County, including each and all of the exclusive rights identified in Section 106 of the Copyright Act.

Ownership of a copyright, or of any of the exclusive rights under a copyright, is distinct from ownership of any material object in which the work is embodied. 17 U.S.C. § 202. Accordingly, County shall be the exclusive owner (both of the copyright and of every embodiment) of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production. Contractor shall not release any such works, items, or embodiments thereof, to any third party, except with the prior written approval of County.

All items, works, or embodiments thereof, produced in whole or in part under this Agreement shall, if subject to the copyright laws of the United States or of any other country, belong (both the copyright and all embodiments of the work or item) exclusively to County. County shall have the unrestricted authority to publish, disclose, distribute, otherwise use in whole or in part, or to prepare derivative works based on, any reports, data, documents or other works or materials prepared under this Agreement.

12. RECORDS, AUDIT AND REVIEW. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

13. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting therefrom on account of, relating to, or arising out of bodily injury or death of any person, or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from the work. The foregoing indemnity of the County shall include, but it not limited to, claims alleging or involving the negligence of Contractor, its subcontractors, or the joint negligence of Contractor, its subcontractors, and/or the County, but shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the County.

14. INSURANCE. Contractor is required to provide proof of the minimum levels of insurance coverage as indicated by the attached Exhibit C. The purpose of this coverage shall be to protect the County from claims which may arise out of or result from the Contractor's performance of services under the terms of this Agreement, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The insurance shall be written for not less than the minimum coverage specified in Exhibit C or as required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the County. BEFORE THE AGREEMENT IS SIGNED BY BOTH PARTIES, THE CONTRACTOR'S INSURANCE AGENCY MUST FURNISH TO THE COUNTY AN ORIGINAL CERTIFICATE OF INSURANCE VERIFYING LIABILITY COVEAGE. THAT COVERAGE MUST NAME THE COUNTY OF MUSKEGON AS AN ADDITIONAL INSURED. All such certificates shall contain a provision indicating that coverage for it under the policy WILL NOT BE CANCELLED, MATERIALLY CHANGED OR NOT RENEWED without THIRTY (30) DAYS prior written notice except for ten (10) days for nonpayment of premium having been given to the County.

If a motor vehicle is used to provide services or products under this Agreement, the Contractor must have vehicle liability insurance on any automobile including owned, hired, and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

15. NONDISCRIMINATION. The Contractor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86 and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the

Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race, creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Contractor.

Additionally, assurance is given to County that good-faith efforts will be made to identify and encourage the participation of minority-, women- and handicapper-owned businesses in contract solicitations. The Contractor shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-, women- and handicapper-owned business in subcontracting; and (2) making discrimination a material breach of contract.

16. NONEXCLUSIVE AGREEMENT. Contractor understands that this is not an exclusive Agreement and the County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

17. ASSIGNMENT. Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

18. TERMINATION.

A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience or because of the failure of Contractor to fulfill the obligations herein. Upon receipt of this notice, Contractor shall immediately discontinue all services (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

i. For Convenience. County may terminate the Agreement upon thirty (30) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provisions of this Agreement, County shall pay Contractor for services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement, nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

ii. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by Contractor.

B. By Contractor. Should County fail to pay Contractor all or any part of the payment set forth in Exhibit B, Contractor may, at Contractor's option, terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

19. SECTION HEADINGS. The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

20. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. REMEDIES NOT EXCLUSIVE. No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

22. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

23. NO WAIVER OF DEFAULT. No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of County.

24. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest

or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.

25. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

26. **NO THIRD-PARTY BENEFICIARY.** No person dealing with the County or Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between the County or the Contractor and any staff, visitors, residents, or other individuals who may have business through the County.

27. **COMPLIANCE WITH THE LAW.** Contractor shall, at his sole cost and expense, comply with all local, State, and Federal ordinances, laws, rules, regulations and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

28. **MICHIGAN LAW.** This Agreement shall be governed by the laws of the State of Michigan. Any litigation regarding this Agreement or its contents shall be filed in the County of Muskegon, if in State Court, or in the United States District Court for the Western District of Michigan, if in Federal Court.

29. **TERMS AND CONDITIONS.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

30. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

31. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.

32. PRECEDENCE. In the event of the conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. CONFLICTING PROVISIONS. To the extent that there are conflicts in the provisions of this Agreement and Exhibit A, the terms and conditions of this Agreement shall prevail.

In Witness Whereof, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF MUSKEGON

Dated: _____

By: _____

Kenneth Mahoney, Chairperson
County Board of Commissioners

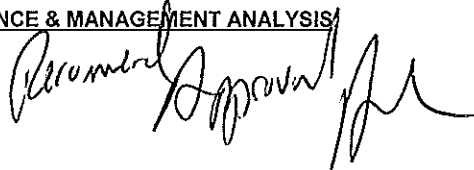

WILLIAMS HUGHES, PLLC

Dated: _____

By: _____

Douglas M. Hughes, Partner

REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means Committee		BUDGETED NON-BUDGETED PARTIALLY BUDGETED X	
REQUESTING DEPARTMENT Administration	COMMITTEE DATE November 7, 2013	REQUESTOR SIGNATURE Heath Kaplan	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)			
<p>On August 20, 2013, the Ways & Means Committee (WM13/08-92) approved the second amendment to the memorandum of understanding between Muskegon County and the Lakeshore Coordinating Council (LCC). The Board of Commissioners subsequently approved the second amendment on August 27, 2013.</p> <p>The County received correspondence from the LCC Board of Directors on October 4, 2013, which proposes amending section 9 of the amendment:</p> <p>"This agreement is in full force and effect unless the County elects to withdraw from or effect a termination of its involvement with LCC. Further, this agreement can be terminated by either party upon thirty (30) days written notice or provisional changes to the State Convention Facility Development Act that prohibits the arrangements currently outlined within this agreement".</p>			
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)			
<p>Move to accept the proposed amendment from the LCC Board of Directors to amend section 9 of the second amendment to the Memorandum of Understanding between Muskegon County and LCC.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE & MANAGEMENT ANALYSIS:</u>	
			
<u>CORPORATE COUNSEL ANALYSIS:</u>		<u>ADMINISTRATOR RECOMMENDATION:</u>	
Reviewed 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: 11-7-13	AGENDA NO.: wm13/11-126	BOARD DATE: 11-12-13	PAGE NO.



Lakeshore Coordinating Council
For Prevention and Addiction Recovery Services

324 WASHINGTON AVENUE

P.O. BOX 268

GRAND HAVEN, MI 49417-0268

Phone: (616) 846-6720 • Fax: (616) 846-5081

October 4, 2013

Heath Kaplan, Director of Finance
Muskegon County
990 Terrace Street
Muskegon, MI 49442

Dear Mr. Kaplan:

We are in receipt of the proposed "Amendment to the Agreement Between the County of Muskegon and the Lakeshore Coordinating Council" dated August 27, 2013. The amendment extends the current agreement until October 1, 2015 and allows the arrangements between the two entities to continue beyond this date if written notice "not less than twelve (12) months before the current or extended agreement expires" is received from LCC.

After review of the amendment, the LCC Board of Directors would like to propose using the following wording to amend section 9 of the first amended agreement.

9. The First Amendment to the Memorandum of Understanding effective October 1, 2011 shall be amended to read as follows:

This agreement is in full force and effect unless the County elects to withdraw from or effect a termination of its involvement with LCC. Further, this agreement can be terminated by either party upon thirty (30) days written notice or provisional changes to the State Convention Facility Development Act that prohibits the arrangements currently outlined within this agreement.

The wording above allows the current arrangements to continue beyond a specified end date, thereby eliminating the need for the two parties to request, process, and execute annual amendments. Furthermore, it allows a reasonable advance notice of termination by both parties, as desired, or as maybe required by law.


We appreciate the working relationship that has been established with Muskegon County and its staff. Thank you for your time and consideration. If you have any questions, feel free to call me at (616) 846-6720.

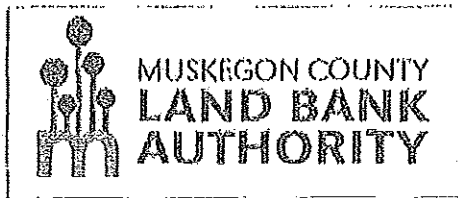
Sincerely,

Maxine Coleman, Director of Finance

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REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Ways & Means		BUDGETED X	NON-BUDGETED	PARTIALLY BUDGETED
REQUESTING DEPARTMENT Treasurer's Office		COMMITTEE DATE November 7, 2013	REQUESTOR SIGNATURE Tony Moulatsiotis	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The Treasurer's Office is requesting, on behalf of the Muskegon County Land Bank Authority, to amend the Intergovernmental Agreement dated November 2006 to provide staffing with compensation and benefits in lieu of contracting for administrative services. This would replace the current independent contract with the approved position of Land Bank Coordinator.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move to amend the November 2006 Intergovernmental Agreement between the Muskegon County Board of Commissioners and the Muskegon County Land Bank Authority to provide a designated staff member "Land Bank Coordinator" as approved by motion 2013-365; with position being funded by the Land Bank and be considered a bona fide County employee with equivalent compensation and benefits as others in the same employee class; also to authorize the County Board Chair to sign the amendment to the Intergovernmental Agreement.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u> <p style="text-align: center;">Recommend Approval D. Groeneveld</p>		<u>FINANCE & MANAGEMENT ANALYSIS:</u> <p style="text-align: center;"><i>Recommend Approval</i> </p>		
<u>CORPORATE COUNSEL ANALYSIS:</u> <p style="text-align: center;">Concur T. Williams</p>		<u>ADMINISTRATOR RECOMMENDATION:</u> <p style="text-align: center;"><i>Approval</i> <i>BBH</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:				10/15/13
AGENDA DATE: <i>11-7-13</i>	AGENDA NO.: <i>wm 13/11-126</i>	BOARD DATE: <i>11-12-13</i>	PAGE NO.	



Minutes for Meeting of Board of Directors

October 15, 2013

8:30 A.M.

County Treasurers Board Room
173 E. Apple Avenue, South Campus

Present: Moulatsiotis Plummer
Ackerman Derezinski
Drier Sabo
Watson

Excused: Hood Mahoney

Also Present: Burgess Jack Rutkowski
Chris Dean

- I. Call To Order
The Meeting was called to order by Chairman Moulatsiotis at 8:30 A.M.
- II. Roll Call
 - a. Establishment of Quorum
Roll call was performed by Chairman Moulatsiotis and a quorum established.
- III. Approval of Agenda
The revised agenda was approved by all, motion by Plummer, supported by Ackerman.
- IV. Approval of Minutes—August 20, 2013
The Minutes from August 20, 2013 were approved by all, motion by Sabo, supported by Plummer.
- V. Financials
The financials were accepted and unanimously ordered to be placed on file, motion by Derezinski, supported by Plummer.
A motion was made and unanimously accepted to apply \$25,000 toward the line of credit, motion by Ackerman, supported by Plummer.
- VI. Old Business
The City of Norton Shores rejected the Resolution for the agreement between Castle Dunes and the Land Bank.
- VII. New Business

Muskegon County Land Bank Authority
173 E. Apple Avenue, Suite 104, Muskegon, MI 49442
231-724-6170 phone 231-724-6549 fax

- a. Auto sale
 - i. Land Bank Vehicle
The Delorean auto was sold at auction, while the Miata did not sell. A further attempt will be made with the Miata. The Board approved up to \$6,000 at the discretion of the Chairman to obtain a vehicle for Land Bank use, motion by Derezhinski, supported by Sabo.
 - b. Property Offers
There were no property offers.
 - c. Marketing Progress
Washington sold. Walton has been shown twice since a buyer backed out.
 - d. Land Contract Extensions
 - i. Establish Procedure for extensions
 - ii. Costs to contracted
This matter has been passed to Executive Committee to be acted upon before the end of the month. A report will be made to the full board for establishment of procedure.
 - e. Executive Committee
 - i. Bundled Property
The bundled property was purchased by a bidder.
 - ii. 2380 Madalene PA amendment
The original cash sale was converted to a land contract at the request of the buyer, \$30,000 at 6% with a payout of about fifteen years.
 - iii. 5550 Pine Bluff Lane
This property was sold at Land Bank cost to the City of Norton Shores who have earmarked it for a road right of way.
 - f. Consultant Activity Report
 - i. Consultant status update
 - g. Intergovernmental Agreement
An agreement was presented that will establish a Land Bank Coordinator position. The position will be employed by the Treasurer's Office and contracted to the Land Bank. Passed unanimously, motion by Plummer, supported by Drier.
- VIII. Report of the Chairman
The Chairman reported on the positive feedback of the presentation made by Burgess to the Muskegon Rotary Club.
- IX. Public Comment
Chris Dean commented on the hopes of intergovernmental cooperation in the elimination of blight.
- X. Board Comment
- XI. Next Meeting Date—November 19, 2013
- XII. Adjournment
The Meeting was adjourned at 9:51 A.M.

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

COUNTY OF MUSKEGON, MICHIGAN

AND THE

MUSKEGON COUNTY LAND BANK AUTHORITY

The County of Muskegon and the Muskegon County Land Bank Authority, per the Intergovernmental Agreement dated November 2006, as amended, invokes Section 4.15 of said agreement, to wit:

Section 4.15 Relationship to the County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Muskegon County may provide the County Authority staff and other support, including but not limited to, legal, clerical and information technology services.

The County of Muskegon contracts with the Muskegon County Land Bank Authority to provide a staff designated as Land Bank Coordinator. This staff will oversee the day to day operations of the Authority. The County will provide staff with compensation and fringe benefits. The Authority contracts to reimburse the County with Authority operating funds.

COUNTY OF MUSKEGON

Dated: _____, 2013

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

MUSKEGON COUNTY LAND BANK AUTHORITY

Dated: October 15, 2013

By: _____
Tony Moulatsiotis, Chairman