

Muskegon County
Board of Commissioners
Hall of Justice, 990 Terrace, 4th Floor
Muskegon, MI 49442

Terry J. Sabo, Chairman
Marvin Engle
Susie Hughes
Jeff Lohman
Kenneth Mahoney

Benjamin E. Cross, Vice Chair
Charles Nash
Robert Scolnik
Rillastine R. Wilkins

Board Minutes may be found on the web at <http://co.muskegon.mi.us/clerk>

Regular Meeting

Tuesday, December 17, 2015
4:24 p.m.

Chairman Sabo, Presiding

The Full Board of Commissioners was called to order by Chairman Sabo.

The invocation was given by David McCowan, Forest Park Covenant Church, 3815 Henry Street, Muskegon, MI 49441. The Pledge of Allegiance was led by Commissioner Engle and recited in unison.

Roll Call

Present: Benjamin Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Terry J. Sabo, Robert Scolnik, Rillastine R. Wilkins

Also Present: Mark Eisenbarth, County Administrator;
Nancy A. Waters, County Clerk;
Marcia L. Wilkes, Chief Deputy County Clerk
Doug Hughes, Corporate Counsel

2015-494 **APPROVAL OF THE AGENDA**

Moved by Commissioner Cross, seconded by Commissioner Hughes, to approve the agenda.

Voice vote

Motion Carried

2015-495 **APPROVE THE REGULAR MEETING MINUTES OF DECEMBER 8, 2015**

Moved by Commissioner Engle, seconded by Commissioner Wilkins, to approve the Regular meeting minutes of December 8, 2015.

Voice vote

Motion Carried

PUBLIC COMMENT (on an agenda item)

There was no public comment on an agenda item.

PRESENTATION

Commissioner Nash and Commissioner Cross presented a Board Resolution to Matt Kisosondi for his achievement as Outstanding Educator of the Year Recipient. Mr. Kisosondi has been an educator at the Orchard View Schools for more than ten (10) years.

COMMITTEE/BOARD REPORTS

2015-496 **ENTER INTO A CONTRACT WITH PROGRESSIVE AE FOR A CONCEPT DESIGN STUDY FOR A PROPOSED CONVENTION CENTER LOCATED IN DOWNTOWN MUSKEGON, AND TO AUTHORIZE THE CONTRACT, NOT TO EXCEED \$68,750, WITH FUNDING AVAILABLE FROM THE ACCOMMODATIONS TAX RESERVE FUND**

CD/SP15/12-26

The Community Development/Strategic Planning Committee recommends, moved by Commissioner Scolnik, seconded by Commissioner Cross, to enter into a contract with Progressive AE for a Concept Design Study for a proposed convention center located in downtown Muskegon, and to authorize the contract, not to exceed \$68,750, with funding available from the Accommodations Tax Reserve Fund.

Discussion followed concerning the timing of this study and how long it would be useful.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: Susie Hughes

Motion Carried

2015-497 **APPROVE AN AMENDMENT TO MDOT CONTRACT NO. 2013-0458, INCREASING THE CONTRACT BY \$10,697, FROM \$447,125 TO \$457,822 AND FURTHER AUTHORIZE THE CHAIRMAN TO EXECUTE THE CONTRACT AND THE CLERK TO EXECUTE THE REQUIRED RESOLUTION**

TR15/12-39

The Transportation Committee recommends, moved by Commissioner Wilkins, seconded by Commissioner Engle, to approve an amendment to MDOT Contract No. 2013-0458, increasing the contract by \$10,697, from \$447,125 to \$457,822 and further authorize the Chairman to execute the contract and the Clerk to execute the required Resolution.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-498 **APPROVE PAYMENT OF THE ACCOUNTS PAYABLE OF \$2,081,092.65 COVERING THE PERIOD OF NOVEMBER 21, 2015 THROUGH DECEMBER 4, 2015, AS PRESENTED BY THE COUNTY CLERK**

WM15/12-170

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve payment of the accounts payable of \$2,081,092.65 covering the period of November 21, 2015 through December 4, 2015, as presented by the County Clerk.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-499 **AUTHORIZE STAFF TO CONTINUE ADMINISTERING THE DTE TEST AND TUNE-UP PROGRAM FOR THE RESIDENTS OF MUSKEGON COUNTY THROUGH DECEMBER 31, 2017**

WM15/12-171

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to authorize staff to continue administering the DTE Test and Tune-Up Program for the residents of Muskegon County through December 31, 2017.

Discussion: Commissioners Lohman, Nash, Sabo and Hughes all expressed the fact that this was not using taxpayers' funds. Commissioners Scolnik, Lohman and Engle said that funds have been used by all local vendors. Commission Lohman also said that the Program must be appreciative with Muskegon's use of the funds, because we have been given more money to administer.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-500 **APPROVE THE GRANT MANAGEMENT POLICY AND CASH MANAGEMENT POLICY AND TO ADOPT THE UPDATED COST PRINCIPLES OF PART 200 OF TITLE 2 OF THE CODE OF FEDERAL REGULATIONS, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, EFFECTIVE RETROACTIVELY BACK TO OCTOBER 1, 2014**

WM15/12-172

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve the Grant Management Policy and Cash Management Policy and to adopt the updated cost principles of Part 200 of Title 2 of the Code of Federal Regulations, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, effective retroactively back to October 1, 2014.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-501 **APPROVE THE VENDOR AND CONTRACT RELATIONSHIPS OUTLINED ON THE SCHEDULE TO CONTINUE UNDER EXISTING ARRANGEMENTS FOR THE TIME PERIOD FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

WM15/12-173

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve the vendor and contract relationships outlined on the schedule to continue under existing arrangements for the time period from October 1, 2015 through September 30, 2016.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-502 **APPROVE THE CONTINUED MEMBERSHIP FOR MUSKEGON COUNTY WITH THE MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY FOR GENERAL LIABILITY AND PROPERTY INSURANCE COVERAGE WITH A 2016 ANNUAL CONTRIBUTION OF \$864,042**

WM15/12-174

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve the continued membership for Muskegon County with the Michigan Municipal Risk Management Authority for general liability and property insurance coverage with a 2016 annual contribution of \$864,042.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-503 **APPROVE THE CONTINUED MEMBERSHIP FOR MUSKEGON COUNTY WITH THE MICHIGAN TRANSIT POOL FOR MATS GENERAL LIABILITY AND AUTO LIABILITY INSURANCE COVERAGE FOR POLICY PERIOD 12/1/15 THROUGH 11/30/16 WITH AN ANNUAL CONTRIBUTION OF \$84,700**

WM15/12-175

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve the continued membership for Muskegon County with the Michigan Transit Pool for MATS general liability and auto liability insurance coverage for policy period 12/1/15 through 11/30/16 with an annual contribution of \$84,700.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-504 **AUTHORIZE HUMAN RESOURCES TO SOLICIT PROPOSALS FOR INSURANCE BROKERAGE SERVICES FOR MEDICAL, DENTAL, VISION, LIFE, LONG-TERM DISABILITY INSURANCES, VOLUNTARY BENEFITS AND SECTION 125 FLEXIBLE SPENDING ACCOUNT THIRD PARTY ADMINISTRATION**

WM15/12-176

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to authorize Human Resources to solicit proposals for insurance brokerage services for medical, dental, vision, life, long-term disability insurances, voluntary benefits and Section 125 Flexible Spending Account Third Party Administration.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-505 **APPROVE THE PURCHASE OF A FORD F-250 PICKUP FOR THE FACILITIES MANAGEMENT DEPARTMENT FROM SIGNATURE FORD FOR \$27,541 PLUS A BOSS 9.2' PLOW FROM MONROE EQUIPMENT FOR \$6,140 FOR A TOTAL OF \$33,681 WITH COSTS BEING PAID FROM THE EQUIPMENT REVOLVING FUND**

WM15/12-178

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve the purchase of a Ford F-250 pickup for the Facilities Management department from Signature Ford for \$27,541 plus a Boss 9.2' plow from Monroe Equipment for \$6,140 for a total of \$33,681 with costs being paid from the equipment revolving fund.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-506 **APPROVE THE TRANSFER OF A 2009 FORD F-250 FROM WASTEWATER TO FACILITIES MANAGEMENT FOR A COST OF \$9,833.65 AND A 2002 CHEVROLET 2500HD FROM WASTEWATER TO FACILITIES MANAGEMENT FOR \$4,414.90 WITH A COST BEING PAID FROM THE EQUIPMENT REVOLVING FUND**

WM15/12-179

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to approve the transfer of a 2009 Ford F-250 from Wastewater to Facilities Management for a cost of \$9,833.65 and a 2002 Chevrolet 2500HD from Wastewater to Facilities Management for \$4,414.90 with a cost being paid from the equipment revolving fund.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-507 **ALLOW THE COUNTY'S CONSTRUCTION-RELATED RFBS TO BE PROMULGATED ON THE ENGINEER/ARCHITECT PLAN ROOM IN ADDITION TO MITN.INFO**

WM15/12-180

The Ways and Means Committee recommends, moved by Commissioner Nash, seconded by Commissioner Engle, to allow the County's construction-related RFBs to be promulgated on the Engineer/Architect plan room in addition to MITN.info.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

NOTE: Item WM15/12-177 was removed from the agenda prior to vote.

Move to approve the following ballot language and to submit it to the County Clerk for placement on the Tuesday, August 2, 2016, ballot: *"Shall the limitation on the amount of taxes on the general ad valorem taxes within the County of Muskegon imposed under Article IX, Section 6, of the Michigan Constitution be increased for said County by 0.50 mills (\$0.50 per \$1000 of taxable value) for the period of 2017 to 2024, inclusive, for the intended purpose of planning, coordinating and providing services to older persons in Muskegon County, as provided by Public Act 39 of 1976 (Activities or Services for Older Persons Act)? If approved and levied in its entirety on January 1, 2017, this millage would raise an estimated \$2,115,870 in the first year."*

CHAIRMAN'S REPORT/COMMITTEE LIAISON REPORTS

Chairman Sabo announced that the Board of Commissioners Organizational Meeting will held on Tuesday, January 5, 2016 at 4:00 p.m.

Chairman Sabo stated that the 20th Annual Dr. Martin Luther King, Jr. Unity Breakfast will be held on Friday, January 15, 2016, at 7:30 a.m. at the Muskegon Community College Collegiate Hall.

2015-508 **THE CHAIRMAN RECOMMENDS, MOVED BY COMMISSIONER CROSS, SECONDED BY COMMISSIONER MAHONEY, TO REAPPOINT KIM ARTER TO THE PUBLIC WORKS BOARD AS AN EX-OFFICIO MEMBER, TERM EXPIRATION 12/31/2018.**

Voice vote.

Motion Carried

2015-509 THE CHAIRMAN RECOMMENDS MOVED BY COMMISSIONER NASH, SECONDED BY COMMISSIONER MAHONEY, TO APPROVE THE FOLLOWING REAPPOINTMENTS TO THE ACCOMMODATIONS TAX ADVISORY BOARD WITH TERMS ENDING 12/31/2017: LEN PIASECKI, SPORTS/RECREATION SLOT; ANGEL MONTGOMERY, HOTELS/MOTELS SLOT; KETAN PATEL, HOTELS/MOTELS SLOT; AND FRANK PETERSON, AT-LARGE SLOT.

Voice vote. Motion Carried

2015-510 THE CHAIRMAN RECOMMENDS, MOVED BY COMMISSIONER WILKINS, SECONDED BY COMMISSIONER NASH, TO APPROVE THE FOLLOWING REAPPOINTMENTS TO THE AIRPORT ADVIORY COMMITTEE WITH TERMS ENDING 12/31/2017: DAVID PICKARD, PUBLIC SLOT AND ROBERT WYGANT, PRIVATE SECTOR.

Voice vote. Motion Carried

2015-511 THE CHAIRMAN RECOMMENDS, MOVED BY COMMISSIONER WILKINS, SECONDED BY COMMISSIONER LOHMAN, TO APPROVE THE APPOINTMENT TO THE FRIENDS OF THE COUNTY PARKS OF LUPE ALVIAR FOR DISTRICT #3 (WAS PREVIOUSLY DISTRICT #7 REP) WITH A TERM ENDING 12/31/2017.

Voice vote. Motion Carried

Chairman Sabo added that he needed recommendations for the Friends of the County Parks.

2015-512 THE CHAIRMAN RECOMMENDS, MOVED BY COMMISSIONER MAHONEY, SECONDED BY COMMISSIONER LOHMAN, TO REAPPOINT DEB ACKERMAN TO THE TOWNSHIP SLOT OF THE LAND BANK AUTHORITY, TERM ENDING 12/31/2018.

Voice vote. Motion Carried

2015-513 THE CHAIRMAN RECOMMENDS, MOVED BY COMMISSIONER ENGLE, SECONDED BY COMMISSIONER LOHMAN, TO APPROVE THE FOLLOWING REAPPOINTS TO THE SOLID WASTE PLANNING COMMITTEE, TERM ENDING 12/13/2017: VICTORIA LUTHY, ENVIRONMENTAL SLOT; WILLIAM CRABTREE, PUBLIC SLOT; AND JIM FISHER, INDUSTRIAL.

Voice vote. Motion Carried

ADMINISTRATOR'S REPORT

2015-514 **THE ADMINISTRATOR RECOMMENDS, MOVED BY COMMISSIONER HUGHES, SECONDED BY COMMISSIONER ENGEL, TO ADOPT THE ANIMAL SHELTER SERVICES CONTRACT AS MODIFIED.**

Corporate Counsel Doug Hughes thanked Beth Dick, Lisa Chalko, Mark Eisenbarth and Sarah Miller from his firm for their dedication in getting this project complete and quickly reviewed the changes.

Commissioner Hughes questioned if there would be a reporting regarding licenses once a dog was sold. Corporate Counsel Hughes assured her that there would be a reporting. Commissioner Nash also questioned dangerous dogs temperament and that issue has also been addressed in the Contract.

Voice vote.

Motion Carried

2015-515 **APPROVE BROOKHAVEN MEDICAL CARE FACILITY TO ADD TWO ADDITIONAL NON-BARGAINING REGISTERED NURSE POSITIONS AND CHANGE PAY GRADE TO NO-00290.**

The Administrator recommends, moved by Commissioner Cross, seconded by Commissioner Hughes to approve Brookhaven Medical Care Facility to add two non-bargaining registered nurse positions and change pay grade to NO-00290.

Commissioner Nash asked how this would impact the general fund. He also asked when they could expect the Final Report regarding Brookhaven.

Beth Dick will get a final report set up by January or February of 2016.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

OLD BUSINESS

The following item is being brought back from November 24th Full Board Meeting.

2015-516 **TO APPROVE ONE \$10,000 TOURISM MERIT AWARD TO EACH OF THREE ESTABLISHED FESTIVALS: MUSKEGON BIKE TIME, THE UNITY CHRISTIAN MUSIC FESTIVAL, AND THE MICHIGAN IRISH MUSIC FESTIVAL, FOR A TOTAL OF \$30,000 IN EXPENDITURES WITH FUNDING FROM THE ACCOMMODATIONS TAX RESERVE FUND, AND TO AUTHORIZE THE CONVENTION & VISITORS BUREAU TO PROCESS THE AWARDS.**

Moved by Commissioner Cross, seconded to Commissioner Lohman, to approve one \$10,000 Tourism Merit Award to each of three established festivals: Muskegon Bike Time, the Unity Christian Music Festival, and the Michigan Irish Music Festival, for a total of \$30,000 in expenditures with funding from the accommodations tax reserve fund, and to authorize the Convention & Visitors Bureau to process the awards.

Commissioner Sabo explained that this issue had been held up until some issues were resolved.

Commissioner Scolnik thanked Commissioner Sabo for his dedication in working through this situation. Commissioner Nash liked the way this came out. Commissioner Lohman said that this shows that Muskegon props up events. Commissioner Hughes said that this made a real in road for Bike Time. Chairman Sabo said that we must all push in the same direction. Commissioner Hughes also thanked ATAC for their involvement at the festivals. Doug Pollock from the Holiday Inn expressed his thanks in getting everything worked out. Commissioner Lohman also thanked the Prosecutor for his assistance.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

The following items are being brought back from the December 8th Full Board Meeting:

2015-517 **TO ALLOW THE WAGE ADJUSTMENT PAY GRADE FOR CNA HOURLY/CALL IN POSITIONS FOR BROOKHAVEN MEDICAL CARE FACILITY, FROM \$13.00 TO \$14.50 EFFECTIVE THE BEGINNING OF THE FIRST PAY PERIOD AFTER THIS MOTION PASSES.**

Moved by Commissioner Wilkins, seconded Commissioner Hughes, to allow the wage adjustment Pay Grade for CNA Hourly/Call In positions for Brookhaven Medical Care Facility, from \$13.00 to \$14.50 effective the beginning of the first pay period after this motion passes.

Commissioner Lohman did ask whether or not any union positions were being lost. The response was no.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-518 **ALLOW THE RECLASSIFICATION OF 2 RECEPTIONIST HOURLY POSITIONS (N61001 & N61002) TO 1 ADMISSIONS CLERK POSITION FULL TIME FOR BROOKHAVEN MEDICAL CARE FACILITY.**

Moved by Commissioner Engle, seconded by Commissioner Mahoney, to allow the reclassification of 2 Receptionist Hourly Positions (N61001 & N61002) to 1 Admissions Clerk Position Full Time for Brookhaven Medical Care Facility.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

2015-519 **ALLOW THE RECLASSIFICATIONS OF 3 LPN HOURLY POSITIONS (L02531/L02534/L02535) PAY GRADE TS-00500 TO 3 RN HOURLY POSITIONS PAY GRADE TS-00600 FOR BROOKHAVEN MEDICAL CARE FACILITY.**

Moved by Commissioner Cross, seconded by Commissioner Hughes, To allow the reclassifications of 3 LPN Hourly Positions (L02531/L02534/L02535) Pay Grade TS-00500 to 3 RN Hourly Positions Pay Grade TS-00600 for Brookhaven Medical Care Facility.

Roll Call:

Yes: Benjamin E. Cross, Marvin Engle, Susie Hughes, Jeff Lohman, Kenneth Mahoney, Charles Nash, Robert Scolnik, Rillastine R. Wilkins, Terry J. Sabo

No: None

Motion Carried

Commissioner Mahoney complimented the staff for making Brookhaven a better run facility.

Commissioner Scolnik discussed the floor project at the L. C. Walker. He said there is major problem of where to store the floor. It makes no sense in getting the floor when there is no place to store it. He was going to ask the Community Foundation to hold their funding toward this project until a later date.

NEW BUSINESS

Commissioner Scolnik attended a meeting yesterday at Brookhaven. Commissioner Scolnik said that they have a few tags left on the Christmas tree, which you can pick up to make it a Merry Christmas for Brookhaven residents. Additionally, they will take donations if you do not wish to shop.

Commissioner Hughes stated that she had been at the WMSRDC building. The staff at WMSRDC were very concerned about a Wi-Fi antenna which was put up in order to receive better Wi-Fi access at the bus terminal. Their concern was that this antenna was emitting things into the building in which WMSRDC is housed. Bob Lukens Chamber of Commerce stated that he was not aware of it, but that he would look into the matter.

PUBLIC COMMENT

Lesa Vandermeer, Interim Administrator at Brookhaven, thanked the Board for their support.

Deb Ackerman, Egleston Township Treasurer, thanked the Board for her reappointment to the Landbank Board, and wished everyone a Merry Christmas.

Joshua Eldenbrady asked what the county policy was for smoking on county property. He noticed that at the Irish Festival there was a lot of smoking. He asked who enforces the County's Smoking Policy. He suggested that with the new entrance into the building and everyone having to funnel into one location, the Board might want to consider a greater space away from the door for those who wish to smoke.

Chairman Sabo asked the Administrator to look into the situation at the entrance of the building and to make a recommendation.

Chairman Sabo said that he would be entering his last year as a Commissioner as he would be pursuing a State Representative seat for the 92nd District. He promised to continue working for his constituents until his term ends as County Commissioner on December 31, 2016.

Commissioner Mahoney wished everyone a Merry Christmas.

2015-520 **MOVED BY COMMISSIONER ENGLE, SECONDED BY COMMISSIONER
MAHONEY, TO ADJOURN**

Voice vote

Motion Carried

Meeting adjourned at 5:56 p.m.

Nancy A. Waters, County Clerk

NAW/mlw

Approved at the Full Board Meeting on January, 2016

County of Muskegon



RESOLUTION

In Recognition of Matt Kisosondi Outstanding Educator of the Year

WHEREAS, Matt Kisosondi, a teacher with Orchard View Adult Education for more than 10 years, was recently named **Outstanding Educator** of the Year by the Michigan Association of Community and Adult Education; and

WHEREAS, Matt Kisosondi specializes in helping ex-offenders use education as a way out of lifestyles that landed them in the corrections systems, always finding ways to relate to each particular student; and

WHEREAS, Matt Kisosondi focuses on his clients' potential and future as part of his firm belief in second chances; and

WHEREAS, Matt Kisosondi assisted 224 individuals (in one year) receive their GED; and

WHEREAS, Matt Kisosondi is known by his co-workers as everybody's "big brother", often helping behind the scenes whether it be someone needing assistance with replacing a headlight or a blinker or that student looking for non-traditional ways to be taught; he will always "have your back"; and

WHEREAS, Matt Kisosondi is an extremely humble individual who exemplifies a passion for teaching and striving to be a positive role model; and

NOW, THEREFORE, BE IT RESOLVED that the Muskegon County Board of Commissioners does hereby wish to recognize Matt Kisosondi for his recent Outstanding Educator of the Year award and to thank him for his continued belief in second chances, his inspiration and his hard work.

Muskegon County Board of Commissioners

Terry J. Sabo, Chair

Benjamin Cross, Vice-Chair

Marvin Engle

Jeff Lohman

Kenneth Mahoney

Susie Hughes

Charles Nash

Robert Scolnik

Rillastine Wilkins



Approved: November 24, 2015

**AGREEMENT BETWEEN
THE COUNTY OF MUSKEGON
AND
VOLUNTEERS OF MUSKEGON COUNTY ANIMAL CONTROL
(A/K/A POUND BUDDIES)**

This Agreement is made by and between the **County of Muskegon**, a municipal corporation and political subdivision of the State of Michigan, having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, (hereinafter referred to as the “County”), and **Volunteers of Muskegon County Animal Control**, a Michigan non-profit corporation and 501(c)(3), having its principal place of business at 3840 Eastbrook Drive, Muskegon, Michigan 49444, (hereinafter referred to as “Contractor” or “Pound Buddies”).

I. AUTHORITY

The County of Muskegon has the authority and/or obligation to oversee and/or enforce: MCL 287.266 – 287.277; Michigan Public Act 339 of 1919 (Dog Law); and the Muskegon County Animal Control Ordinance.

II. PURPOSE

The purpose of this Agreement is to contract for services for the board and care of dogs impounded by law enforcement agencies to enable the County to meet its statutory obligation in an efficient and professional manner.

III. SCOPE OF SERVICES

Pound Buddies is contracted to provide office hours, dog food, water, shelter, other humane treatment, animal shelter licensing, rabies vaccinations (if needed), reporting, and all other associated costs through qualified personnel in a manner which conforms to all applicable federal, state and local laws, rules and regulations and all applicable standards of pertinent agencies and applicable professional associations.

IV. RESPONSIBILITIES OF POUND BUDDIES

During the term of this Agreement, Pound Buddies is responsible for the following:

- A. Pound Buddies shall assure that cage space is available to house stray or homeless dogs that were not licensed and/or were running at large in violation of the Dog Law of 1919 which were brought to the shelter location by law enforcement agencies.
- B. Pound Buddies will maintain suitable office hours for the convenience of the public and for the purpose of transacting business in connection with the duties listed in this

contract and for the purpose of receiving dogs from law enforcement agencies or redemptions of impounded animals.

- C. Pound Buddies must provide food, water, shelter or other humane treatment and care for such dogs while in their possession during the reclaim period specified in MCL 287.388 (*4 or 7 day hold period depending upon identification found on dog*). After the reclaim period, Pound Buddies is to take final custody of the animal and make the determination whether to adopt, transfer or humanely euthanize the dog.
- D. Pound Buddies must acquire and maintain an animal shelter license and comply with all sections of Act 287 or 1969 (Pet Shops, Dog Pounds and Animal Shelters). Pound Buddies must also comply with any other applicable State statutes or local ordinances (if applicable) pertaining to the care and adoption of dogs.
- E. Pound Buddies will assure that all dogs adopted or released have a current rabies vaccination.
- F. Pound Buddies will provide adopting parties the option of purchasing dog licenses at Pound Buddies, if the adopting party resides in Muskegon County. The County Treasurer's Office will provide proper training to Pound Buddies' employees on how to sell dog licenses. When Pound Buddies sells a dog license, Pound Buddies will submit to the County Treasurer's Office the license information and fees collected. This submission will be made on a monthly basis, due on the 10th of the following month.
- G. In addition to the reporting requirements in Subparagraph F of this section, Pound Buddies will also submit monthly reports to the County Administrator. These monthly reports will detail the information on the disposition of all dogs dropped off at Pound Buddies. This information shall include the disposition of the dog, and if adopted, the adopting parties contact information, as well as whether a license was purchased. This submission will be made on a monthly basis, due on the 15th of the following month. This reporting requirement shall begin January 2016.
- H. Pound Buddies will provide cage space and access to the shelter as needed for the quarantine of animals that need to be observed by Public Health staff for rabies for a minimum of ten days.
- I. Pound Buddies will provide veterinary services, space and refrigeration (if needed) for biological samples that need to be sent to the lab; and access to the shelter for Public Health staff responsible for sending the samples to the lab.
- J. Pound Buddies will provide housing and care for animals that are evidence in cases involving animal neglect or cruelty laws per the Muskegon County Sheriff's Department.

- K. Pound Buddies will be solely responsible for the cost of utilities (electricity, gas, water) and the labor and material associated with general maintenance (i.e. janitorial) of the Shelter not to exceed \$500.00/per occurrence during the contract period. Pound Buddies will maintain the building in good working condition.
- L. Pound Buddies will charge all appropriate fees (impound, quarantine and surrender) and will require appropriate licensing of dogs prior to release.
- M. Pound Buddies will not use any County funds toward the board and care of cats.
- N. Pound Buddies will continue to perform temperament testing to evaluate the dogs' behavior before adoption. Pound Buddies will not release a dog for adoption if the dog does not pass the temperament test or has any tendency toward aggressiveness.
- O. Pound Buddies will seek additional funding through grants and other means.

V. RESPONSIBILITIES OF THE COUNTY

- A. County shall maintain insurance coverage on the building structure covering damage or destruction of the building itself.
- B. County shall be responsible for major repairs to the building or building systems. Major repairs shall be defined as any repair necessary for proper performance of the building or building system as intended which cost exceeds \$500.00 so long as the repair is not necessary due to abuse, vandalism or other reasons other than normal wear. County shall be responsible for lawn maintenance and snow removal.
- C. County shall not be responsible to maintain anything modified by Pound Buddies without prior County approval.
- D. County shall perform periodic walkthrough tours of the building to observe the condition and use of the building.

VI. INSURANCE REQUIREMENTS

Pound Buddies as a part of this Agreement shall be required to maintain insurance coverage as specified below:

- A. Workers' Compensation Coverage for its employees with statutory limits and Employer's Liability coverage with limits of:
 - Coverage A – Compensation as required by State
 - Coverage B – Employer's Liability to \$500,000.00

- B. Commercial General Liability – Coverage not less than provided on the standard ISO 1993 Form, which includes contractual liability, personal injury, board form property damage, extended liability, and where applicable, products liability coverage, with coverage limits of:
Per occurrence - \$1,000,000

- C. Comprehensive Automobile Liability – Coverage not less than provided on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:
Bodily Injury and Property Damage, Any One Accident or Loss - \$1,000,000

- D. Umbrella or Excess Liability
Per occurrence - \$1,000,000

Pound Buddies shall name the County of Muskegon as an additional insured and shall provide proof of the coverage listed above at or before the execution of this Agreement.

VII. 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.

VIII. HOLD HARMLESS

To the fullest extent permitted by law, Pound Buddies shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, division, 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 there from 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 this Agreement.

The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of Contractor, its sub-contractors, or the joint negligence of Contractor and its sub-contractors, except to the extent that such liability may be found by way of final judgment to have resulted in whole or in part from the negligence, recklessness and/or willful misconduct of the County.

IX. RELATIONSHIP OF THE PARTIES

It is strictly understood that the relationship created by this document between the County and Pound Buddies is that of an independent contractor and nothing in this document creates an employer/employee relationship.

X. DAMAGES TO PROPERTY

Responsibility for damage or theft of County or Pound Buddies' property directly caused by Pound Buddies, its employees or volunteers during the course of shelter service operations shall be assumed by Pound Buddies. A written report of same and cause of damage, if known, must be submitted to County Facilities Management within twenty-four (72) hours following the discovery of the occurrence.

XI. COMPENSATION / PAYMENT SCHEDULE

Contractor agrees to charge the County and the County agrees to pay Contractor as follows:

- A. Year 1: \$140,000 per year
Year 2: \$190,000 per year
Year 3: \$235,000 per year

Billing shall be made by monthly invoice and will not exceed 1/12 of the annual cost. Services rendered will not be considered complete until the required monthly reports are submitted.

- B. This Compensation / Payment Schedule applies only to the Scope of Services and Responsibilities outlined in Sections III and IV of this Agreement. All modifications or amendments of the services to be performed hereunder shall be made only by the written mutual consent of the parties hereto, and may require additional compensation.
- C. Itemized invoices must be received within thirty (30) days of the service provided. Payment will be made by the County within thirty (30) days of receipt of invoice and upon receipt of required reports to the County Treasurer and County Sheriff departments.

XII. OWNERSHIP OF DOCUMENTS

County shall be the owner of the following items incidental to the 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 whether or not performance under this Agreement is completed or terminated prior to completion. Pound Buddies shall not release any materials under this section except after prior written approval of County.

XIII. ASSIGNMENT

Pound Buddies 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.

XIV. 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.

XV. TERM

This Agreement shall continue for three years from the date of its execution.

XVI. 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 financial hardship or because of the failure of Contractor to fulfill the obligations herein, upon receipt of notice, Contractor shall immediately discontinue all services affected (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.

1. For Financial Hardship. County may terminate the Agreement upon ninety (90) 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 provision of this Agreement, County shall pay Contractor for service 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.

2. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provision, County may, at County's sole option, terminate this agreement with thirty (30) days written notice, which shall be effective upon receipt by Contractor.

B. By Contractor (Pound Buddies)

Should County fail to pay Contractor all or any part of the payment set forth in this agreement, 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.

1. For Cause. Should County default in the performance of this Agreement or materially breach any of its provision, Contractor may, at Contractor's sole option, terminate this agreement with thirty (30) days written notice, which shall be effective upon receipt by County.

XVII. 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.

XVIII. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the 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.

XIX. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all local, state, and federal ordinances and statues 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.

XX. 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.

XXI. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of 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.

XXII. MISCELLANEOUS

- A. All notices, required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given if and when hand delivered or duly sent by registered mail:

To Contractor: Lynn Jazdyk, Chair
Pound Buddies
3840 Eastbrook Drive
Muskegon, MI 49444

To County: Muskegon County Administrator
990 Terrace Street
Muskegon, MI 49442

- B. None of the parties under this Agreement shall assign any of its rights or delegate any of its duties under this Agreement unless it has obtained the prior written consent of the other parties.
- C. All parties to the 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 of conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.
- D. This Agreement is not intended to confer benefits or rights upon any person or entity not a party to the Agreement, and the terms and conditions hereof shall not be interpreted or construed to give rise to any right or benefit of any third party.

