

**SERVICE CONTRACT
BETWEEN
BRUCE MORNINGSTAR
AND
COUNTY OF MUSKEGON**

**Edward Byrne Memorial Justice Assistance Grant
CFDA 16.738**

This Agreement is made and entered into on the 1st day of October, 2013, by and between the COUNTY of Muskegon, acting by and through its governing body, the Board of Commissioners, hereinafter referred to as "COUNTY," located at 990 Terrace Street, Muskegon, Michigan 49442 and Bruce Morningstar, herein after referred to as "CONTRACTOR" located at P.O. Box 278, Fruitport, MI 49415 both of the State of Michigan witnesseth:

RECITALS:

WHEREAS, the COUNTY has agreed to serve as the grantee for funding from the Michigan Supreme Court State Court Administrative Office to perform certain grant activities; and

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

NOW THEREFORE, THE COUNTY AND BRUCE MORNINGSTAR agrees as follows:

I. TERM

Bruce Morningstar shall commence performance on October 1, 2013 and end performance upon completion, but no later than September 30, 2014, unless otherwise directed by COUNTY or unless earlier terminated.

II. AGREEMENT

The Contractor shall provide surveillance services to the Court through the Sobriety Court Judges or designee (hereinafter referred to as COORDINATOR). Said services shall include: surveillance services of participants referred to the Sobriety Court Treatment Program (hereinafter referred to as PROGRAM) under the direction of the Sobriety Court Judges or designee; work with a multi-disciplinary, collaborative team consisting of judges, defense attorneys, prosecutors, police liaison staff, probation officers, and agency representatives.

III. CONTRACTOR

The name of the Contractor is Bruce Morningstar. The Contractor's contact telephone number is 231-557-8138.

IV. COMPENSATION

A. The COUNTY agrees to pay the Contractor fifteen dollars (\$15.00) per hour up to 20 hours per week, with additional hours being assigned upon prior approval of Coordinator / Chief Judge, for surveillance services as rendered and set forth herein and upon submission of proper invoices, unless modified by the Court. Invoices for services by the contractor must be submitted to the 60th District Court within the first week of the month for the previous month's services. Payment shall be paid in bi-weekly checks issued on the Court's regular payroll schedule. Total contract price not to exceed Fifteen Thousand Dollars (\$15,000.00). Fifteen Thousand Dollars (\$15,000) will be paid from grant funds (CFDA 16.738). The Court shall reimburse for mileage at the County rate for transportation for the Contractor in which to fulfill his contractual responsibilities and shall also supply Contractor with sufficient equipment, software, and office supplies as are needed to perform his job as indicated by the Coordinator.

V. CONTRACTOR RESPONSIBILITIES

The Surveillance Officer classification is distinguished by the performance of announced and unannounced chemical and PBT testing of Program participants primarily during weekends; and, providing case reporting to the Coordinator and the Sobriety Court Collaborative Team.

Essential functions of the Surveillance Officer are:

- A. Surveillance Officer's main duty is to conduct random, announced, unannounced, and frequent PBT and RediCup (Drugs of Abuse Test Devices) tests on the Sobriety Court participants in the community. PBT and RediCup tests on participants should be random, and should be done at least weekly for each participant, and preferably on weekends (Friday, Saturday, or Sunday).
- B. Conduct required surveillance of participants, including participants on SCRAM, primarily at their homes; or other locations, such as job sites, etc.
- C. Enforce mandated curfews.
- D. Maintain records of all contacts with participants.
- E. Verify data/information submitted by participants.
- F. Submit a weekly form report to Sobriety Court showing all contacts made on assigned participants.
- G. Notify the Sobriety Court Probation Officer or Sobriety Court Case Manager of any suspicious activity observed at the participant's home.
- H. Provide a report to the Probation Officer / Sobriety Court Case Manager to determine violation of probation of Sobriety Court contract.
- I. Adhere to the procedures and policies of the Sobriety Court.
- J. Attend case staff, business meetings and conferences to help evaluate participant's progress and assist in determining appropriate changes in the Program as required.

- K. Surveillance Officer may perform other duties as assigned by the Sobriety Court Judges or designee.
- L. Mr. Morningstar shall be responsible to pay all taxes, if any that arise.
- M. Mr. Morningstar acknowledges that it is a crime to knowingly and willingly file false information with the County of Muskegon for the purpose of obtaining this Contract and/or any payment under the Contract or of any cause of action arising out of the performance of this contract.
- N. Mr. Morningstar shall perform all of the services under the Contract as an independent contractor. Nothing contained in this Agreement shall create any special relationship between the Court and the Contractor, nor will it create an expectation of entitlement to continue, or future employment with the Court.

VI. ROLE OF THE COUNTY AND THE 60th DISTRICT COURT

- A. The 60th District Court acknowledges that it will provide oversight of the Sobriety Court program.
- B. The 60th District Court acknowledges that it will convene the meetings of the Sobriety Court team.
- C. The 60th District Court acknowledges that it will conduct programmatic and financial audits.
- D. The 60th District Court acknowledges that it will review the performance of the Contractor on a monthly basis to ensure that the Contractor is performing his duties as outlined in this agreement. The contract may be terminated within 14 days by written notice of the County at its sole discretion following the monthly reviews.
- E. The 60th District Court acknowledges that it will review the financial performance of The Contractor on a quarterly basis. The contract may be terminated within 14 days by written notice of the County at its sole discretion following the quarterly reviews.

VII. MISCELLANEOUS CONTRACT PROVISIONS

- A. Nothing in the performance of this Agreement shall impose any liability for claims against the County and/or the 60th District Court passing from this program or from Bruce Morningstar's expenditure of the Edward Byrne Memorial Justice Assistance Grant funds.
- B. **AUDIT AND ACCESS TO RECORDS.** The County of Muskegon and the 60th District Court will conduct both programmatic and financial audits of the project and the County of Muskegon may withhold payment until the audit is satisfactorily completed. Mr. Morningstar will be required to maintain all pertinent records and evidence pertaining to the grant contract, in accordance with generally accepted accounting principles and other procedures specified by the County of Muskegon. The County of Muskegon or any of its duly authorized representatives may have access, upon reasonable notice, to such books, records, documents and other evidence for the purpose of inspection, audit and copying. Mr. Morningstar will provide proper facilities for such access and inspection. All records must be maintained for the minimum of seven years after the final payment has been issued by the County of Muskegon.
- C. **OTHER SOURCES OF FUNDING.** Mr. Morningstar guarantees that any claims for reimbursement made to the County of Muskegon under this Contract must not be financed through any other source than the County of Muskegon under the terms of this contract. If funding is received through any other sources, Mr. Morningstar agrees to delete from the Morningstar billings or to immediately refund the County of Muskegon, the total amount representing such duplication of funding.
- D. **DEBARMENT AND SUSPENSION.** By signing this Contract, Mr. Morningstar certifies that to the best of his knowledge and belief that he:

1. He is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the State of Michigan.
 2. Have not, within a three-year period preceding this Contract, been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
 4. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations and policies governing these programs.
- E. AGREEMENT. By entering into this Agreement, the parties do not intend to create any obligation, express or implied, other than those set herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.
- F. ASSIGNMENT. Mr. Morningstar shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of the COUNTY and 60th District Court 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.

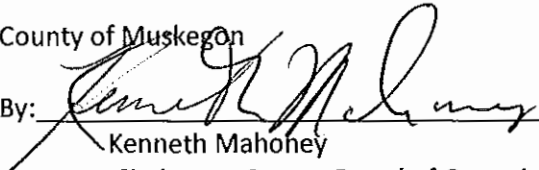
- G. INDEMNIFICATION. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the COUNTY and the 60th District Court, its subsidiaries, departments, divisions, and agencies and their respective officials, officers, directors, employees, and agents from and against 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 and the 60th District Court shall include, but is not limited to claims alleging or involving the negligence of the Contractor shall not extend to liability found by way of final judgment to have resulted from the sole negligence of the COUNTY and the 60th District Court.
- H. 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.
- I. NON-EXCLUSIVE AGREEMENT. The parties acknowledge that the 60th District Court may contract with other sub-contractors for similar services.
- J. COMPLIANCE WITH SCAO AGREEMENT. Mr. Morningstar agrees that this contract is subject to the Agreement between 60th District Court and the State Court Administrator's Office.

- K. 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.
- L. FEDERAL AND STATE ASSURANCES AND GRANT REQUIREMENTS. Mr. Morningstar acknowledges that he will comply with all federal and state grant requirements and assurances by signing Appendix A and Appendix B.
- M. 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.
- N. 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.
- O. 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, Bruce Morningstar hereby warrants that he shall not have breached the terms or conditions of any contract or

agreement to which Bruce Morningstar is obligated, which breach would have a material effect there on.

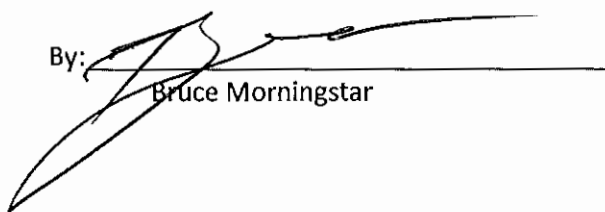
Dated: 10/5/13

County of Muskegon

By: 
Kenneth Mahoney
Chairman, County Board of Commissioners

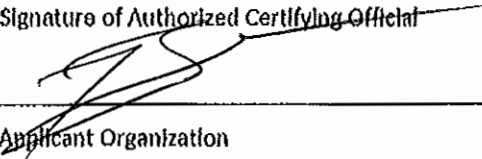
CONTRACTOR

Dated: 11/20/2013

By: 
Bruce Morningstar

Michigan State Police Byrne-JAG Grant Requirements - Appendix A

1. The subcontractor agrees and understands that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a subcontractor's budget and may not supplant (replace) state, local or tribal funds that the subcontractor otherwise would have spent on positions or any other items approved in this agreement if it had not received a grant award.
2. If the subcontractor hires new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted level of positions.
3. If the subcontractor rehires personnel who have already been laid off at the time of application as a result of state, local or tribal budget cuts, it must rehire the personnel on or after the official grant award start date and maintain documentation showing the date(s) that the positions were laid off and rehired.
4. For the subcontractor's plans on maintaining personnel who are at the time of the application scheduled to be laid off on a future date as a result of state, local or tribal budget cuts, the subcontractor must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off.
5. The court gives assurance to the county and the SCAO that the subcontractor shall comply with 45 CFR §76 and certifies to the best of its knowledge and belief that it and its subcontractors: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. (b) Have not within a three year period preceding this agreement been: (1) Convicted of or had a civil judgment rendered against them for commission of fraud; (2) Convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; (3) Convicted of a violation of federal or state anti-trust statutes; or (4) Convicted of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in subsection B. (d) Have not within a three (3) year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.
6. The subcontractor agrees that it will provide a drug-free workplace and abide by all requirements under the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 67, Subpart F, for contractors.
7. Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require approval by SCAO. Individual consultant fees are limited to \$450 (excluding travel, lodging and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$450 for an eight-hour day, written approval is required from SCAO. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

Signature of Authorized Certifying Official 	Title
Applicant Organization	Date Submitted 11-20-2013

Appendix B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Approval No. 4040-000
Expiration Date: 08/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

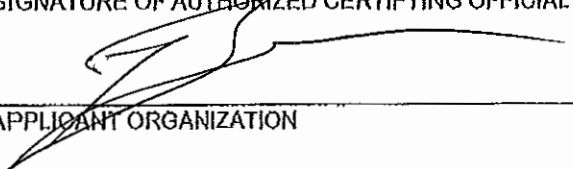
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4720-4703) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-362) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§278a to 278a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11614; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1988 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11693 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED 11-20-2013