1) Call to Order
2) Roll Call
3) Approval of the Minutes of February 5, 2019
4) Public Comment (on an agenda item)
5) Items for Consideration

**CPS19/03 - 10**  (Circuit Court/Family Court) Approve the Sole RFP Bid for the Juvenile Transition Center Kitchen Upgrade from Northside Heating and Cooling

**CPS19/03 – 11**  (Prosecutor’s Office) Authorize the Prosecutor to Accept the Byrne Justice Assistance Grant to Partially Fund Assistant Prosecutors

**CPS19/03 – 12**  (Sheriff’s Office) Approve Acceptance of the FY2019 Off-Road Vehicle Law Enforcement Grant and Authorize the Sheriff to Sign

**CPS19/03 – 13**  (Sheriff’s Office) Approve Funding Increase from the Office of Highway Safety Planning for the Secondary Road Patrol Program and Amend the Budget Accordingly

**CPS19/03 – 14**  (Sheriff’s Office) Approve Acceptance of the FY19 Byrne JAG-WEMET Grant and Amend the Budget Accordingly

**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.
5) Items for Consideration (Continued)

CPS19/03 – 15 (Sheriff's Office) Approve the Increase to the Sheriff's Purchase Order with Concierge Corrections to Cover Reimbursement Costs for Inmate Medical Bills

CPS19/03 – 16 (Sheriff's Office) Authorize Sheriff's Office to Apply for the 2019 Marine Safety Grant

6) Old Business

7) New Business

8) Public Comment

9) Adjournment
Muskegon County  
Courts & Public Safety Committee Meeting  
February 5, 2019  
3:30 p.m.  
Hall of Justice, 4th Floor  
Muskegon, MI

I. John Snider, II, Chair  

Rillastine Wilkins, Vice-Chair

MINUTES

CALL TO ORDER

The meeting was called to order by Commissioner Snider at 3:30 p.m.

ROLL CALL

Present: Gary Foster, Marcia Hovey-Wright, Susie Hughes, Zach Lahring, Kenneth Mahoney, Charles Nash, Bob Scolnik, John Snider, II, Rillastine Wilkins

Also Present: Doug Hughes, Williams Hughes, PLLC, Corporate Counsel; Mark Eisenbarth, County Administrator; Lisa Chalko, Administrative Coordinator

APPROVAL OF MINUTES

It was moved by Commissioner Mahoney, supported by Commissioner Wilkins to approve the closed session and regular session minutes of the January 8, 2019 meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CPS19/02 - 05  It was moved by Commissioner Nash, supported by Commissioner Wilkins, to authorize the Sheriff's Office to replace one (1) 2013 FWD Ford Fusion from Emergency Services with the associated cost covered by insurance reimbursement and by the sale proceeds from the Sheriff's fleet vehicles. Motion carried.
CPS19/02 - 06 It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve the acceptance of the State of Michigan, Department of Licensing and Regulatory Affairs Bureau, 2019 Medical Marijuana Operations and Oversight funding in the amount of $50,923 for this grant period. Motion carried.

CPS19/02 - 07 It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve the negotiated trade of an aluminum boat with the Sheriff’s Office and Facilities Management and to allow the Sheriff’s Office to use funds from the Marine Safety Fund Balance to outfit the boat with a motor and equipment at a cost of approximately $6,600.00; and amend the budget accordingly. Motion carried.

CPS19/02 - 08 It was moved by Commissioner Foster, supported by Commissioner Hughes, to approve the Sheriff’s request to reclassify job classifications for the Administrative Analyst, X04007, (NX-00220) to a Sheriff Operations Supervisor (NX-00290) and the Sheriff Administrative Secretary, N73501, (NO-00195) to an Administrative Analyst (NX-00220) position at a cost of approximately $4,800.00 for Fiscal Year 2019. [No – Lahrng] Motion carried.

CPS19/02 - 09 It was moved by Commissioner Foster, supported by Commissioner Nash, to approve and authorize the Sheriff to sign the third amendment to the contract between the Muskegon County Sheriff and Correctional Care Solutions to provide medical services in the jail, to include an increase of $105,000, at a date effective October 1, 2018 through September 30, 2022; and amend the budget accordingly. [No – Lahrng] Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

Commissioner Scolnik inquired about the overall maintenance and capacity of the Muskegon County Jail. Sheriff Poulin noted there are 542 beds in the facility and they are currently holding 539 people. Of the 539 people, 501 are currently housed and 38 are in holding; either for observation, bond out or classification. Of the 501 that are housed, 35 of them are state parole inmates.
Commissioner Scolnik asked if a tour of the jail could be provided to Commissioners and Sheriff Poulin noted that could certainly be arranged. A Board Work session will be scheduled in the near future for a tour and further discussion about the Muskegon County Jail.

Chairman Hughes thanked the Juvenile Transition Center staff for the tour provided during a recent Board Work Session.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:49 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Courts and Public Safety

BUDGETED
X

NON-BUDGETED

PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Circuit Court/Family Court

COMMITTEE DATE
March 5, 2019

REQUESTOR SIGNATURE
Sandra Vanderhyde

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Muskegon County Family Court- Juvenile Transition Center (JTC) currently has a warming kitchen instead of a commercial grade kitchen. A commercial grade kitchen is needed in order to be able to allow for meals to be prepared on-site. In order to provide better quality food for our growing and developing youth, the Muskegon County Family Court is requesting to upgrade the JTC’s current stove/oven combo, including the mandatory vent hood and mechanical components, to vent the unit properly. This would bring the JTC up to commercial grade standards. In September 2018, the Board of Commissioners approved for the JTC to go out for bid for this upgrade and to use remaining Jail/JTC project funds. Therefore, the Muskegon County Family Court is requesting the Board of Commissioners approve the sole RFP bid submitted in the amount of $73,337.25 from Northside Heating and Cooling to complete this project.

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

To authorize the Board Chair to approve the sole RFP bid submitted for the JTC kitchen upgrade from Northside Heating and Cooling in the amount of $73,337.25, to be paid from the remaining Jail/JTC project funds. The upgrades specifically include a commercial stove/oven combo, vent hood, and necessary mechanical work, at the Muskegon County Family Court- Juvenile Transition Center.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

Concur
B. Dick

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

AGENDA DATE: 3/5/19
AGENDA NO: CPS19/03-10
BOARD DATE: 3/5/19
PAGE NO.

Revised 2/27/19
## MUSKEGON COUNTY PROPOSAL SUMMARY

Commodity Number: 16594, 91065
Proposal: RFP 19-2337
Product/Service: Commercial Kitchen Exhaust Hood

<table>
<thead>
<tr>
<th>Vendor Name &amp; Address</th>
<th>Received</th>
<th>Responsive</th>
<th>Scoring (%)</th>
<th>Term From Notice</th>
<th>Total Base Bid Amount</th>
<th>5% Contingency</th>
<th>Total Construction</th>
<th>ALTERNATE 1 Wall Mounted Fire Suppression</th>
<th>ALTERNATE 2 Stainless Steel Shroud</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northside Heating, Cooling and Refrigeration 2145 Jenna Ln Muskegon MI 49445</td>
<td>Yes</td>
<td>Yes</td>
<td>96.0%</td>
<td>75 Days</td>
<td>$69,845.00</td>
<td>$3,462.25</td>
<td>$73,337.25</td>
<td>($250.00)</td>
<td>$200.00</td>
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</table>

Department Recommendation: 

Name of Buyer: Jamie Burmeister
Director of Finance/Assistant County Administrator's Name: Beth Dick
Signature: [Signature]

Vendor Awarded: 
Board Approval Date: 
Board Motion Number: 

**Bid Net Solicitation Statistics**

- Received Notice: 225
- Viewed Documents: 9
- Solicitation Received: 1
- Opening Date: 02/20/2019

Page 1 of 1
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
<th>PARTIALLY BUDGETED</th>
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<tbody>
<tr>
<td>Courts &amp; Public Safety</td>
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<td>x</td>
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</table>

<table>
<thead>
<tr>
<th>REQUESTING DEPARTMENT</th>
<th>COMMITTEE DATE</th>
<th>REQUESTOR SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prosecutor's Office</td>
<td>03/05/2019</td>
<td>DJ Hilson</td>
</tr>
</tbody>
</table>

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Prosecutor's Office has been awarded a Byrne Justice Assistance Grant in the amount of $14,000.00. There is no local match. This grant award will be used to partially fund Assistant Prosecutors who will assist the West Michigan Enforcement Team (WEMET) in the drafting of search warrants, authorization of criminal charges, and prosecution of criminal cases. The grant period is October 1, 2018 through September 30, 2019.

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

Move to authorize the Prosecutor to accept the Byrne Justice Assistance Grant from the Michigan State Police in the amount of $14,000.00 and amend the budget accordingly.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

<table>
<thead>
<tr>
<th>HUMAN RESOURCES ANALYSIS:</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS:</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>BMD</td>
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</table>

<table>
<thead>
<tr>
<th>CORPORATE COUNSEL ANALYSIS:</th>
<th>ADMINISTRATOR RECOMMENDATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MEC</td>
</tr>
</tbody>
</table>

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

AGENDA DATE: 3/5/19  AGENDA NO: CPS19/03-11  BOARD DATE: 3/12/19  PAGE NO.

Revised 2/26/19
BYRNE JUSTICE ASSISTANCE (BYRNE JAG) GRANT or RESIDENTIAL SUBSTANCE ABUSE TREATMENT (RSAT) GRANT

Subcontract Agreement between

CONTRACTOR: West Michigan Enforcement Team
Federal Identification (I.D.) Number: 32-0062268

and

SUBCONTRACTOR: Muskegon County Prosecutor's Office
Federal I.D. Number: 38-6006063

Project Title: West Michigan Enforcement Team
Michigan State Police (MSP) Contract Number: 201970834
MSP Project Number: 70834-7-W.E.M.E.T.-19
Catalog of Federal Domestic Assistance (CFDA) Number: 16.738
CFDA Title: Formula Edward Byrne JAG
Federal Agency Name: United States Department of Justice (DOJ), Bureau of Justice Assistance (BJA)
Federal Grant Award Number: 2017-MU-BX-0191
Federal Program Title: Byrne JAG State FY 2019

I. Period of Agreement:
This Agreement shall commence on October 1, 2018 and terminate on September 30, 2019.
This Agreement is in full force and effect for the period specified in this section and must be signed prior to the initiation of any associated subcontract activity unless an exception is explicitly granted by the Michigan State Police (MSP). All projects must be initiated within 30 days of the start date of this Agreement.

II. Agreement Amount and Budget:
The agreed upon Project Budget for this Agreement is described in this section. Any changes to the Project Budget, by either the Contractor or Subcontractor, must be in writing and signed by both parties. Budget deviation allowances are not permitted.

<table>
<thead>
<tr>
<th></th>
<th>GRANT FUNDS</th>
<th>MATCHING FUNDS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary and Wages &amp; Fringe Benefits</td>
<td>$ 14,000.00</td>
<td>$</td>
<td>$ 14,000.00</td>
</tr>
<tr>
<td>Travel Expenses</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Supplies and Expenses</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Equipment Expenses</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL AGREEMENT AMOUNT</strong></td>
<td>$</td>
<td>$</td>
<td>$ 14,000.00</td>
</tr>
</tbody>
</table>
III. **Project Budget Detail:**
The agreed upon Project Budget Detail for this Agreement is described in this section. Any change to the Project Budget Detail, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed budget item descriptions:

<table>
<thead>
<tr>
<th>SALARY AND WAGES &amp; FRINGE BENEFITS: List the positions and cost for each position. Also indicate the total number of hours or percentage of time each position will be assigned to grant activities. List the fringe benefits costs for each position.</th>
</tr>
</thead>
<tbody>
<tr>
<td>14,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TRAVEL EXPENSES: This includes cost for mileage, per diem, lodging, rental vehicles, registration fees, approved seminars or conferences, and other approved travel costs incurred by the subcontractor.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>SUPPLIES AND EXPENSES: This category is used for all consumable and short-term items and equipment items costing less than $5,000.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>EQUIPMENT EXPENSES: Individual line items greater than $5,000.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>OTHER EXPENSES: Communication, space, and allowable expenses not covered by other line items.</th>
</tr>
</thead>
</table>

IV. **Statement of Work:**
The Subcontractor agrees to undertake, perform, and complete the services described in this section. Any changes to the Statement of Work, by either the Contractor or Subcontractor, must be in writing and signed by both parties. The Subcontractor may not assign the performance under this Agreement to any other entity or person who is not an employee of the Subcontractor, except with prior written approval of the Contractor. All provisions and requirements of this Agreement shall apply to any agreements the Subcontractor may enter.
into in furtherance of its obligations under the Agreement and shall be responsible for the performance of any contracted work. ontrac

Detailed description of services/deliverables:

WEMET has a unique role in the two (2) counties served and proposes to do the following: In Ottawa County the Gang Task Force and Conspiracy Team will work mid to high level crimes with an emphasis on building large scale cases against drug trafficking organizations, with hotel interdiction as well. The street team in Ottawa County will combat street level dealers and work those investigations upward utilizing confidential informants and tips that come in from the public and law enforcement uniform divisions. Muskegon detectives target all levels of traffickers. In all three counties detectives will arrest and prosecute narcotics traffickers. A renewal of this grant would continue to fund eight (7) sworn police officers and one (1) prosecutor with an emphasis on cooperation, coordination, and follow through.

V. Project Timeline:
The Subcontractor agrees to undertake, perform, and complete the services described in Section III within the timeline described in this section. Any changes to the Project Timeline, by either the Contractor or Subcontractor, must be in writing and signed by both parties.

Detailed timeline:

First Quarter: WEMET is a continuation project; the implementation of this grant will begin on October 1, 2018 and end on September 30, 2019, with investigative activities continuing from the previous grant year. Evaluations by the WEMET boards will be undertaken on a quarterly basis to determine the direction of team activities. First quarter progress reports will be due no later than January 20, 2019. Reports will detail the anticipated outcomes and performance measures. Departments will submit requests for funds not to exceed the awarded amount to each department of 14,000.00. Civil Rights Training certifications will be submitted no later than 90 days after the grant acceptance. Monthly FSRs will be prepared and submitted in MAGIC+ no later than 30 days after the close of each month. The Project Manager will be responsible for adherence to the timeline for all quarters.

Second Quarter: WEMET is a continuation project; the implementation of this grant will begin on October 1, 2018 and end on September 30, 2019, with investigative activities continuing from the previous grant year. Evaluations by the WEMET boards will be undertaken on a quarterly basis to determine the direction of team activities. Second quarter progress reports will be due no later than April 20, 2019. Reports will detail the anticipated outcomes and performance measures. If not exhausted in the previous quarter, departments will submit requests for funds not to exceed the awarded amount to each department of 14,000.00. Employee Time Certifications will be submitted no later than 20 days after the end of the 1st period. Monthly FSRs will be prepared and submitted to the MSP in MAGIC+.

Third Quarter: WEMET is a continuation project; the implementation of this grant will begin on October 1, 2018 and end on September 30, 2019, with investigative activities continuing from the previous grant year. Evaluations by the WEMET boards will be undertaken on a quarterly basis to determine the direction of team activities. Third quarter progress reports will be due no later than July 20, 2019. Reports will detail the anticipated outcomes and performance measures. If not exhausted in the previous quarter, departments will submit requests for funds not to exceed the awarded amount to each department of 14,000.00. Monthly FSRs will be prepared and submitted to the MSP in MAGIC+, no later than 30 days after the close of each calendar month.

Fourth Quarter: WEMET is a continuation project; the implementation of this grant will begin on October 1, 2018 and end on September 30, 2019, with investigative activities continuing from the previous grant year. Evaluations by the WEMET boards will be undertaken on a quarterly basis to determine the direction of team activities. Fourth quarter reports will be due no later than October 20, 2019. Reports will detail the anticipated outcomes and performance measures. If not exhausted in the previous quarter, departments will submit requests for funds not to exceed the awarded amount to each department of 14,000.00. Employee Time Certifications will be submitted no later than 20 days after the end of the 2nd Period. Monthly FSRs will be
prepared and submitted to the MSP in MAGIC+, no later than 30 days after the close of each calendar month. A final FSR will be submitted by 30 days following the end of the fiscal year.

VI. Publication Rights:
The Subcontractor shall give proper recognition in any and all publications, papers, and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers, and presentations:

"This project was supported by Federal Grant Award Number 2017-MU-BX-0191, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the MSP or DOJ."

The MSP shall, in return, give recognition to the Contractor and/or Subcontractor when applicable.

Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor or Subcontractor, the Contractor or Subcontractor may copyright such but shall acknowledge that the MSP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.

VII. Performance Measurement Data and Reporting:
The Subcontractor agrees to provide all applicable performance measurement data related to this Agreement in a timely manner in order for the Contractor to meet its reporting obligations with the MSP. The failure of the Subcontractor to comply with this requirement may result in the withholding of funds and/or termination of the Subcontract.

Detailed performance measurement data requirements description (if applicable):

Performance Management Tool (PMT) reporting will take place no later than 20 days after the end of each quarter through the federal PMT system located at: http://www.bjaperformancetools.org

VIII. Payment Processing:
The Contractor, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide payment to the Subcontractor based upon appropriate reports, records, and documentation maintained by the Subcontractor. Any billing or request for reimbursement for Subcontract costs must be supported by adequate source documentation on costs and services. Payment requests must be submitted to the Contractor in a timely manner in order that the Contractor can subsequently request reimbursement from the MSP within the required monthly reimbursement period. The Subcontractor will be paid within 30 days of receipt of reimbursement by the Contractor.

IX. Program Income:
The DOJ regulations allow the Contractor to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ. Program income is the gross income earned by the Contractor and/or Subcontractor during the Agreement period as a direct result of the grant project. All income generated as a direct result of an MSP-funded project shall be deemed program income. Program income may be used to further program objectives under this Agreement or may be refunded to the MSP. Program income must be used for the purposes of and under the conditions applicable to the award specified in the agreement between the Contractor and the MSP. Program income may only be used for allowable program costs. Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the state administrative agency (the MSP). The Subcontractor must report any and all generated program income to the Contractor on a quarterly basis in order for the Contractor to comply with the MSP reporting and tracking requirements.

X. Unobligated Funds:
Any unobligated balance of funds held by the Subcontractor at the end of the Agreement period will be returned to the Contractor, which will then be returned to the MSP, or treated in accordance with instructions provided by the MSP.

XI. Equipment Purchases and Title:
Any Subcontractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of $5,000 or more per unit. Title to items having a unit acquisition cost of less than $5,000 shall vest with the Subcontractor upon acquisition. The MSP reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of $5,000 or more, to the extent that the MSP’s proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Subcontractor’s local requirements.

XII. Employee Time Certifications:
It is the Subcontractor’s obligation to notify the Contractor immediately when a Byrne JAG-funded employee:
- is disabled or deceases while having been assigned to a grant-funded position;
- is removed or reassigned from a grant-funded position; and/or,
- is unable to report to work due to injury or illness not related to job performance (and is not replaced within 30 days by another employee).

All Byrne JAG-funded employees will complete and submit to the Contractor an executed ADM-214 Employee Time Certification form supplied by the Contractor. The failure to comply with notification to the MSP and/or submit Employee Time Certification forms could result in loss of position funding.

XIII. Record Maintenance/Retention:
The Subcontractor agrees to maintain adequate program and fiscal records and files (including source documentation) to support program activities and all expenditures made under the terms of this Agreement, as required. The Subcontractor must assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure or until any pending litigation and/or audit findings have been resolved. All retention record guidelines set by the Contractor and/or Subcontractor must be adhered to if they require additional years beyond retention guidelines stated herein.

XIV. Authorized Access:
The Subcontractor must permit, upon reasonable notification and at reasonable times, access by authorized representatives of the Contractor, MSP, Program Evaluators (contracted by the MSP), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Contractor and/or the MSP may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, if requested.

The Contractor and/or the MSP may request that a funded program be evaluated by a contracted outside evaluation team. Subcontractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

XV. Subcontractor/Vendor Monitoring:
The Subcontractor must comply with the Single Audit Act of 1984, as amended, 31 USC 7501 et seq., requirements and must forward all single audits covering grant funds administered through this Agreement to the Contractor. The Contractor is responsible for reviewing all single audit adverse findings, issuing management decisions on audit findings, and ensuring that corrective actions are implemented in accordance
of OMB Circular A-133.

The Contractor is responsible for ensuring that the Subcontractor is expending grant funds appropriately as specified through this Agreement, and shall conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions, as well as ensure that performance goals are achieved. The Contractor shall ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section .210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section .210(f).

XVI. Notification of Criminal or Administrative Investigations/Charges:
If any employee of the Subcontractor that is associated with this Agreement project becomes aware of a criminal or administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Subcontractor shall immediately notify the Contractor, in writing, that such an investigation is ongoing or that a charge has been issued.

XVII. Agreement Suspension/Termination:
The Contractor and/or the Subcontractor may suspend and/or terminate this Agreement without further liability or penalty to the Contractor for any of the following reasons:

A. This Agreement may be suspended by the Contractor if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Subcontractor to comply with this Agreement terms; otherwise, termination by the Contractor may occur.

B. Failure of the Subcontractor to make satisfactory progress toward the goals, objectives, or strategies set forth in the Agreement.

C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.

D. Filing false certification in this Agreement or other report or document.

E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination, along with the effective date.

F. This Agreement may be terminated immediately if the Subcontractor, an official of the Subcontractor, or an owner is convicted of any activity referenced in Section XVI of this Agreement, during the term of this Agreement, or any extension thereof.

XVIII. Final Reporting Upon Termination:
Should this Agreement be terminated by either party, within 30 days after the termination, the Subcontractor shall provide the Contractor with all financial, performance, and other reports required as a condition of this Agreement. The Contractor will make payments to the Subcontractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Subcontractor shall immediately refund to the Contractor any funds not authorized for use and any payments or funds advanced to the Subcontractor in excess of allowable reimbursable expenditures.

XIX. Severability:
If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XX. Liability:
A. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Subcontractor in the performance of this Agreement shall be the responsibility of the Subcontractor, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Subcontractor, employee, or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity, as provided by statute or court decisions.
B. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Subcontractor, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.

C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Subcontractor and the Contractor in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Subcontractor and the Contractor in relation to each party’s responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Subcontractor, the Contractor, or their employees, respectively, as provided by statute or court decisions.

XXI. **Certifications and Assurances:**

The Subcontractor must adhere to all applicable Certifications and Assurances. The failure to do so may result in the termination of grant funding or other remedies.

A. **Certifications:**


B. **Lobbying:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 C.F.R. Part 69, the Subcontractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,

C. **Debarment, Suspension and Other Responsibility Matters (Direct Recipient):**

As required by Executive Order 12549, Debarment and Suspension, implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. Section 2867.20(a):

1. The Subcontractor certifies that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

   b. Have not within a three-year period preceding this application been convicted of 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; 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;

c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpc successorreporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.

d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:
If the applicant is a corporation, the applicant certifies that either: (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or, (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at Ojpc successor report@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the MSP and U.S. Government in this case.

E. Drug-Free Workplace:
1. As required by the Drug-Free Workplace Act of 1988, 41 U.S.C. §8101 et seq., and implemented at 28 C.F.R. Part 83. The Subcontractor certifies that it will provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subcontractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   
   b. Establishing an ongoing drug-free awareness program to inform employees about:
      i. The dangers of drug abuse in the workplace;
      ii. The Subcontractor's policy of maintaining a drug-free workplace;
      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.

   d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under this Agreement, the employee will:
      i. Abide by the terms of the statement; and,
      ii. Notify the employer in writing of his/her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:
Department of Justice, Office of Justice Programs, Attn: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
   i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq; or,
   ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. Standard Assurances:
The Subcontractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (intergovernmental review of federal programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Subcontractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It 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.

3. It will give the awarding agency or the general accounting office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).


5. It will comply with Executive Order 13279, Executive Order 13559, and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part. 39, which prohibite recipients from using DOJ financial assistance on inherently (or explicitly) religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support 12-step programs, which are considered to be religious in nature. The 12-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in 12-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that 12-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in 12-step programs and cannot penalize a participant who chooses not to participate in a 12-step program. It must ensure that employees fully funded by DOJ are not involved with 12-step programs whereby they are instructing or indoctrinating clients on the 12 steps. Employees of the Subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on
12-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to 12-step programming.


a. Notification:
   It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the MSP as described in the complaint procedures in Attachment 7, Discrimination Complaint Procedures for Federal Grant-Funded Projects Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights directly, as outlined in Attachment 7 but the Contractor shall notify the MSP of the complaint as soon as the complaint is known. In the event that a federal or state court, or federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the MSP.

b. Training:
   Any and all DOJ-funded employees of the Subcontractor shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Contractor shall provide the Subcontractor with access to training developed by the OJP/OCR, which may be found at: http://www.ojp.gov/ocr-training-videos/video-ocr-training.htm. The DOJ-funded employees of the Subcontractor shall complete the required training within 60 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Contractor within 60 days of the date of hire.

c. Monitoring:
The Contractor shall ensure that the Subcontractor is complying with all applicable civil rights laws and procedures by completing the Civil Rights Compliance Questionnaire with the Subcontractor during site monitoring visits and desk audits.

8. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required pursuant to 28 C.F.R. 42.301 et seq. If the Subcontractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR, and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Subcontractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the MSP certifying that an EEOP is on file which meets the applicable requirements. If the Subcontractor is awarded a grant of $500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

9. If the Subcontractor is a governmental entity, it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 et seq., which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,

10. If the Subcontractor is a governmental entity, it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:
The Contractor understand that the non-supplanting requirement mandates that grant funds may be used only to supplement (increase) the Subcontractor’s budget, and may not supplant (replace) state, local, or tribal funds that otherwise would have been spent on positions and/or any other items approved in this Agreement budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire 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 (funded) level of positions.

2. Rehire 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.

3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts. It must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off (e.g., if the grant award start date is July 1 and the layoff is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff), and maintain documentation showing the date(s) and reason(s) for the layoff. [Please note that as long as your agency can document the date that the layoff(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the layoff without formally completing the administrative steps associated with a layoff for each individual personnel.]

4. Documentation that may be used to prove that scheduled layoffs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to): council or departmental meeting minutes, memoranda, notices, or orders discussing the layoffs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or, budget
documents ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency’s grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:
The Subcontractor will comply with the Hatch Act of 1939, 5 USC 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996 (HIPAA):
To the extent that HIPPA is pertinent to the services that the Subcontractor provides to the Contractor under this Agreement, the Subcontractor assures that it is in compliance with the HIPAA requirements including the following:

1. Subcontractor must not share any protected health data and information provided by the Contractor that falls within the HIPAA requirements.

2. Subcontractor must only use the protected health data and information for the purposes of this Agreement.

3. Subcontractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Subcontractor’s employees.

4. Subcontractor must have a policy and procedure to report to the Contractor any unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subcontractor becomes aware.

5. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XVII, above.

6. In accordance with the HIPAA requirements, the Subcontractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subcontractor from the Contractor, the MSP, or any other source.

XXII. Unallowable Costs:
- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect costs, rates, or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project for which you are applying.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fund raising and any salaries or expenses associated with it.
- Legal fees.
- All travel, including first-class or out-of-state travel, unless prior approval by the MSP is received.
- Promotional items, unless prior approval by the MSP is received.
- One-time events, prizes, and entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the MSP is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training/conferences, unless prior approval by the MSP is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
• Purchases of land.
• Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the MSP is received.
• Compensation to federal employees.
• Military type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
• Purchasing of vehicles, vessels, or aircraft.
• Construction costs and/or renovation, including remodeling.
• Service contracts and training beyond the expiration of this Agreement.
• Informant fees, rewards, or buy money.
• K9 dogs and horses, including any food and/or supplies relating to the upkeep of law enforcement animals.
• Livescan devices for applicant prints, including any related supplies.
• Weapons, including tasers.
• Food, refreshments, and snacks.
  • Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the MSP and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization’s travel policy.

XXIII. **Conditions on Expenses:**
Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. 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, prior written approval is required from the MSP. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XXIV. **Conflict of Interest:**
The Contractor and Subcontractor are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 et seq, and 1973 PA 196, as amended, MCL 15.341 et seq.

XXV. **Compliance with Applicable Laws and Agreements:**
The Subcontractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Subcontractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement, as well as the terms of the agreement between the MSP and Contractor. The Contractor shall supply the Subcontractor with a copy of said agreement.

XXVI. **Agreement Signatures:**
The Subcontractor hereby accepts this Agreement in the amount and for the period indicated in the first page of this document on the basis of the application, assurances, and supporting documents submitted by the Contractor to the MSP. The Agreement becomes effective upon the return of the signed Subcontract to the Contractor. This award does not assure or imply continuation in funding beyond the funding period of this Subcontract. The Subcontractor agrees to provide the Contractor with a copy of the Single Audit Report of the Subcontractor’s entity.
<table>
<thead>
<tr>
<th>SUBCONTRACTOR:</th>
<th>CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 25 W. Walton Avenue</td>
<td>Address: 12220 fillmores Street</td>
</tr>
<tr>
<td>City, State, and ZIP: Muskegon, MI 49442</td>
<td>City, State, and ZIP: West Olive, MI 49460</td>
</tr>
<tr>
<td>Phone: (231) 724-6351</td>
<td>Phone: (616)738-4068</td>
</tr>
<tr>
<td>Fax: (231) 724-6177</td>
<td>Fax: (616)738-4888</td>
</tr>
<tr>
<td>Authorized Official Signature:</td>
<td>Authorized Official Signature:</td>
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<tr>
<td>Name: Mark Eisenbarth</td>
<td>Name: Alan Vanderberg</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 1/28/2019</td>
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<td>Project Official Signature:</td>
<td>Project Director Signature:</td>
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<tr>
<td>Name: D.J. Hilson</td>
<td>Name: Andrew Fias</td>
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<tr>
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<td>Date: 1/28/2019</td>
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<td>Financial Official Signature:</td>
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<tr>
<td>Name: Beth Dick</td>
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REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE: Courts & Public Safety

BUDGETED X NON-BUDGETED PARTIALLY BUDGETED

REQUESTING DEPARTMENT: Sheriff's Office
COMMITTEE DATE: 3/5/19
REQUESTOR SIGNATURE: Michael Poulin

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Sheriff is requesting approval to accept the FY2019 Off-Road Vehicle (ORV) Law Enforcement Grant in the amount of $10,000.00 from the Michigan Department of Natural Resources. The Snowmobile grant runs from October 1, 2018 – September 30, 2019. This award amount is the same as the previous fiscal year.

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

Move to accept the FY2019 Off-Road Vehicle (ORV) Law Enforcement Grant in the amount of $10,000.00 from the Michigan Department of Natural Resources and to authorize the Sheriff sign the agreement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:

FINANCE & MANAGEMENT ANALYSIS:

CORPORATE COUNSEL ANALYSIS:

ADMINISTRATOR RECOMMENDATION:

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: 3/5/19 AGENDA NO.: 03/19/03-12 BOARD DATE: 3/12/19 PAGE NO.

Revised 2/15/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<th>REQUESTING DEPARTMENT</th>
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<td>Sheriff's Office</td>
<td>3/5/19</td>
<td>Michael Poulin</td>
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**SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)**

The Sheriff's Office received, on January 15, 2019, a letter from the Office of Highway Safety Planning which indicates that a supplemental appropriation has been approved by the Legislature and the Governor. The letter indicates that the Muskegon County Sheriff's Office is receiving an increase of funding in the amount of $31,800.00. The additional funding is being requested to offset personnel costs, operating expenses and indirect costs and will reduce the amount of General Fund appropriation needed for this operation by the equivalent amount. A grant adjustment request follows and explains the revisions.

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

Move to approve the funding increase in the amount of $31,800.00 from the Office of Highway Safety Planning for the Secondary Road Patrol Program; and to adjust the budget accordingly.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE)**

<table>
<thead>
<tr>
<th>HUMAN RESOURCES ANALYSIS</th>
<th>FINANCE &amp; MANAGEMENT ANALYSIS</th>
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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee.

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Revised 2/25/19
SECONDARY ROAD PATROL AND TRAFFIC ACCIDENT PREVENTION PROGRAM

CONTRACT ADJUSTMENT REQUEST

1. County
Muskegon County

2. Sheriff
Michael J. Poulin

3. Address
25 W. Wallyon Avenue

4. City
Muskegon

5. State
MI

6. Zip Code
49440

7. OHSP Contract No.
50746-19

8. Date of Request
2/12/2019

9. The following change, amendment, or adjustment to the referenced contract is requested
   (Provide explanation of changes. If equipment is being purchased, please list it in detail here):
   The additional allocation will be primarily used for Personnel costs but also spread across the grant with no additional equipment purchases anticipated.

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<th>Budget Category</th>
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<td>31,800</td>
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Prepared By:
Name: Christian Toebbe
Title: Administrative Analyst
Telephone: 231.724.6282

Authorized By:
Sheriff: Michael J. Poulin
Signature
Date

Financial Officer
Signature
Date

OHSP Authorization
Signature
Date

Mail form with original signatures to: OHSP, 7150 Harris Drive
P.O. Box 30634, Lansing, MI 48909

AUTHORITY: 1978 PA 416, as amended & Exec. Order 1989-4
COMPLIANCE: Voluntary, but reimbursement will be delayed until completed.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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<tbody>
<tr>
<td>Sheriff's Office</td>
<td>03/05/2019</td>
<td>Michael J. Poulin</td>
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**SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)**

The Sheriff is requesting approval to accept and have the County Administrator and Sheriff sign the FY19 Byrne JAG - WEMET Grant (MSP #JAG 70834-7-WEMET-19) in the amount of $14,000.00. The WEMET grant runs from October 1, 2018 – September 30, 2019. This is higher than the amount budgeted of $11,200.

The grant is used to offset a portion of the salary and fringe expenses for the WEMET officer. The WEMET officer is on a team with other narcotics officers overseen by the Michigan State Police.

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

Move to accept and sign the FY19 Byrne JAG – WEMET grant (MSP #JAG 70834-7-WEMET-19) in the amount of $14,000.00 and amend the budget accordingly.

**ADMINISTRATIVE ANALYSIS (AS APPLICABLE)**

**HUMAN RESOURCES ANALYSIS:**

**FINANCE & MANAGEMENT ANALYSIS:**

[Signature]

**CORPORATE COUNSEL ANALYSIS:**

**ADMINISTRATOR RECOMMENDATION:**

[Signature]

If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee

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<td>03/19/03/14</td>
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Revised 2/25/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

Concierge Corrections provides rebilling services and up-front billing for inmate medical bills not covered by the current inmate medical contract. Due to unforeseen inmate medical care in the jail, the Sheriff’s Office is requesting a budgetary increase to the purchase order with Concierge Corrections in the amount of $54,000 (fifty-four thousand dollars). This will bring the total purchase order amount to $150,000 (one hundred fifty thousand dollars).

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

Move to approve the increase to the Sheriff’s purchase order with Concierge Corrections to a total amount of $150,000 (one hundred fifty thousand dollars) to cover reimbursement costs for inmate medical bills.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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If motion originates from a Statutory Board, Authority or Advisory Committee, please provide the date the motion was approved by that Board/Authority/Committee. Date

AGENDA DATE: 3/5/19  
AGENDA NO.: UPS-19/03-15  
BOARD DATE: 3/12/19  
PAGE NO. 27

Revised 2/20/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)

The Sheriff is requesting approval to apply for the 2019 Calendar year Marine Safety Grant. The Sheriff's Office is requesting $193,969.00 in expenditures which includes a 25% local match requirement. This grant is provided by the State of Michigan Department of Natural Resources.

The grant period for this grant is January 1, 2019 – December 31, 2019.

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

Move to authorize the Sheriff's Office to apply for the 2019 calendar year Marine Safety grant in the amount of $193,969.00 for personnel and operating costs with a 25% match requirement.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

**HUMAN RESOURCES ANALYSIS:**

**FINANCE & MANAGEMENT ANALYSIS:**

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AGENDA DATE: 3/5/19
AGENDA NO.: CP519/03-16
BOARD DATE: 3/12/19
PAGE NO. 28

Revised 2/27/19