1) Call to Order
2) Roll Call
3) Approval of the Minutes of June 4, 2019
4) Public Comment (on an agenda item)
5) Items for Consideration
   - CPS19/07 - 31 (Emergency Services) Approval to Accept the 2017 Homeland Security Grant Program Intergovernmental Agreement and Authorize the Board Chair to Sign
   - CPS19/07 – 32 (Emergency Services) Approval to Accept the 2018 Homeland Security Grant Program Intergovernmental Agreement and Authorize the Board Chair to Sign
   - CPS19/07 – 33 (Sheriff’s Office) Approve Sheriff’s Office to Purchase a Fingerprint Machine from IDNetworks
   - CPS19/07 – 34 (Sheriff’s Office) Approve the Increase to the Sheriff’s Purchase Order with Correctional Recovery and Amend the Budget Accordingly
6) Old Business
7) New Business
8) Public Comment
9) Adjournment
Muskegon County
Courts & Public Safety Committee Meeting
June 4, 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 Lahrng, 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 Foster, supported by Commissioner Mahoney, to approve the minutes of May 7, 2019 meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)

None.

ITEMS FOR CONSIDERATION

CPS19/06 - 27

It was moved by Commissioner Foster, supported by Commissioner Mahoney, to approve the Office of Emergency Management to apply and accept the FY18-19 Hazardous Materials Emergency Preparedness (HMEP) grant for the Muskegon County Local Emergency Planning Committee (LEPC). Motion carried.
CPS19/06 - 28  It was moved by Commissioner Foster, supported by Chairman Hughes, to accept the amended Agreement between the Prosecutor and the State of Michigan, Department of Health and Human Services, to provide legal representation for all cases of abuse and neglect in Muskegon County at a reimbursement amount not to exceed $160,000 annually and to adjust the budget accordingly. Motion carried.

CPS19/06 - 29  It was moved by Commissioner Wilkins, supported by Commissioner Mahoney, to approve a five (5) year agreement between the Sheriff’s Office and Emergency Services, LLC to provide Fleet Maintenance & Management Services with a first year cost of $119,616.00 for labor and a 15% markup on parts. Motion carried.

CPS19/06 - 30  It was moved by Commissioner Wilkins, supported by Chairman Hughes, to approve the Sheriff’s Office accepting the Huron-Manistee National Forest Cooperative Law Enforcement Agreement (16-LE-11090400-017) between the Muskegon County Sheriff’s Office and the USDA, Forest Service and authorize the Sheriff to sign. Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

None.

PUBLIC COMMENT

None.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:37 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Courts & Public Safety

BUDGETED

X

NON-BUDGETED

PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Emergency Services/Management

COMMITTEE DATE
July 9, 2019

REQUESTOR SIGNATURE
Richard Warner

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

Request authorization to accept the Homeland Security Grant Program Intergovernmental Agreement between the West Michigan Regional Medical Consortium (WMRMC) and Muskegon County. The purpose of the grant agreement is for the Region 6 Homeland Security Governing Board and its Fiduciary, West Michigan Regional Medical Consortium (WMRMC), to administer the State of Michigan 2017 Homeland Security Grants on behalf of Muskegon County.

There are no costs to the County of Muskegon. Richard Warner is the County’s voting representative on the Region 6 Homeland Security Board. This grant agreement will allow the County of Muskegon to receive equipment, participate in Homeland Security training, have access to grant funds and exercises.

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

Move to accept the 2017 Homeland Security Grant Program Intergovernmental Agreement between the West Michigan Regional Medical Consortium (WMRMC) and Muskegon County on behalf of the Muskegon County Emergency Services/Management, and authorize the Board Chair and appropriate staff to 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: 7/9/19
AGENDA NO.: CPS19/07-31
BOARD DATE: 7/16/19
PAGE NO.
This Intergovernmental Agreement ("the Agreement") is made between the West Michigan Regional Medical Consortium (WMRMC) 1675 Leahy Street, Suite 308B, Muskegon, MI 49442 and Muskegon County, a Michigan Municipal Corporation hereafter referred to as the Political Subdivision. The term of this agreement is from the date of execution through May 31, 2020, the end of the FY 2017 Homeland Security Grant.

PURPOSE OF THE GRANT The FY 2017 Homeland Security Grant Program supports State and local efforts to prevent terrorism and other catastrophic events, and prepares the nation for the threats and hazards that pose the greatest risk to the security of the United States.

PURPOSE OF AGREEMENT The WMRMC and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the WMRMC and the Political Subdivision, and the Region 6 Homeland Security Planning Board, regarding the FY 2017 Homeland Security Grant Program ("Grant Program") and use of funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or backfill/overtime with Grant Program funds.

The WMRMC was designated Fiduciary for the FY 2017 Homeland Security Grant Program by the Region 6 Homeland Security Planning Board.

The WMRMC accepted the position of Fiduciary and as a result entered into the FY 2017 Homeland Security Grant Program Agreement with the State of Michigan.

It is hereby recognized by both parties that the State of Michigan, Michigan Department of State Police, Audit Office, has determined that the subgrantee is collectively the WMRMC and the Region 6 Homeland Security Planning Board.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. WMRMC RESPONSIBILITIES

➢ The WMRMC shall comply with all requirements set forth in the Grant Program Agreement between the WMRMC and the State of Michigan.
The WMRMC shall comply with all requirements set forth in the FY 2017 Homeland Security Grant Program Guidance.

The WMRMC shall purchase equipment with Grant Program funds in accordance with the WMRMC’s purchasing policies and procedures. The Region 6 Homeland Security Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.

Per the FY 2017 HSGP Agreement requirements, the WMRMC (the Subrecipient) shall create and maintain an inventory of all equipment purchases in accordance with 2 CFR, Part 200.313. Within 30 days of the end of the WMRMC’s fiscal year, the WMRMC must supply a copy of this inventory to the Michigan State Police.

The WMRMC shall transfer ownership and legal title to the Political Subdivision designated by the Region 6 Homeland Security Planning Board for equipment purchased with Grant Program advanced funds, via the Transfer of Ownership Agreement. The WMRMC’s Medical Director shall execute the Transfer of Ownership Agreement and the Director of Emergency Management shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.

The WMRMC shall notify each Political Subdivision at the end of its fiscal year of the dollar amount of equipment that has been purchased for the Political Subdivision and the dollar amount reimbursed the Political Subdivision for the purchases it made.

The WMRMC shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 6 Homeland Security Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMRMC’s Medical Director shall execute the Forms and the Director of Emergency Management shall execute the Forms on behalf of the Political Subdivision.

The WMRMC shall reimburse the Political Subdivision as directed by the Region 6 Homeland Security Planning Board, with Grant Program funds for salaries and backfill/overtime for authorized Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMRMC’s Medical Director shall execute the Forms and the Director of Emergency Management shall execute the Forms on behalf of the Political Subdivision.

The WMRMC shall provide an executed copy of this Agreement to the Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES

Activities implemented under the SHSP must support national terrorism preparedness by building or enhancing capabilities related to preventing, preparing for, protecting against or responding to acts of terrorism to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support
preparedness for other hazards. This dual-use quality must be demonstrated for an activity to be eligible.

- Upon receipt of equipment purchased with advanced Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the WMRMC receives an executed Transfer of Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement.

- The Political Subdivision recognizes that a portion of the FY 2017 Homeland Security Grant Program is allocated directly to the thirteen counties; with the stipulation that all county projects must be approved by the Region 6 Homeland Security Planning Board and be consistent with regional investments established by the Grant and specified in the Project Workbook.

- Upon execution of the Transfer of Ownership Agreement, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
  
  - Operation of the equipment;
  
  - Maintenance and repair of the equipment;
  
  - Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  
  - Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
  
  - Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
  
  - Training for use of the equipment, if training is not included with the purchase of the equipment; and
  
  - Liability for all Claims arising out of the Political Subdivision's use of the equipment;
  
  - Report any disposal of the equipment to the WMRMC.

- The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the FY 2017 Homeland Security Grant Program Guidance and the applicable, Alignment and Allowability Form (AAF) or equivalent form used by MSP, approved by the State of Michigan. If the actual use is not consistent with what is stated in the approved AAF, the Political Subdivision shall be responsible for disallowed costs or audit exceptions.

- The Political Subdivision shall keep the WMRMC informed of the location of the equipment and confirm this annually. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or “home-base” where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the WMRMC upon execution of the
Transfer of Ownership Agreement and continue until three (3) years after the close of this Grant Program.

- The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer of Ownership Agreement on its Schedule of Expenditures of Federal Awards.

- The Political Subdivision shall make any equipment purchased with Regional Homeland Security dollars and housed with the Political Subdivision available for use to other jurisdictions within Region 6 when requested and available.

- Except for equipment that is disposable or expendable, the Political Subdivision shall inform the WMRMC if it plans to dispose of the equipment and work with the WMRMC regarding any issues associated with disposal of the equipment.

- The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment and program funds, including but not limited to costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

- The Political Subdivision shall make the equipment available to the WMRMC and State and Federal Auditors upon request.

- Prior to reimbursement for the purchase of services and/or salaries or backfill/overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms and any other applicable forms the WMRMC deems necessary for such reimbursements or purchases. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed including proof of payment if required. The WMRMC, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

- The Political Subdivision shall comply with the WMRMC's purchasing policies and procedures.

- Supplanting is not permitted.

3. **REGION 6 HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES**

The Parties agree and acknowledge that the Region 6 Homeland Security Planning Board shall have the following responsibilities:

- Utilize a regional approach in reviewing and approving projects;

- Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivision in the Region;

- Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;

- Hold public meetings, guided by the Michigan Open Meetings Act;
➢ Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Grant Program requirements;

➢ Establish sub-committees and/or project managers to carry out its work;

➢ Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and be responsible for compliance with the FY 2017 Grant Program guidance, and the investments therein.

➢ Determine (i) what will be purchased with the Grant Program funds, (ii) what equipment each Political Subdivision will receive, and (iii) convey this information to the WMRMC immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT

This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES

➢ Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.

➢ The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

➢ Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement and the FY 2017 Homeland Security Grant Program Guidance.

➢ Each party shall assure professional conduct and cooperative work. Should concerns or complaints arise from either a representative of the Political Subdivision or of the WMRMC; they should be submitted in writing on letterhead and be signed by the county administrator, city manager or executive director, as appropriate. A period of 30 days must be given for response to the concern/complaint, after which all parties will attempt to resolve the issues.

➢ The Political Subdivision shall assure that a request by its representative to the Region 6 Homeland Security Planning Board to submit a petition to the Michigan State Police to terminate its Grant Agreement with the WMRMC will only be through a resolution of its governing body, which will be copied to the WMRMC. The request to Michigan State Police would be governed by the terms of the Grant Agreement. The WMRMC
may give 30 days’ notice directly to Michigan State Police of its intent to cancel the Grant Agreement, in accordance with provisions in that agreement.

6. **TERMINATION OR CANCELLATION OF AGREEMENT**

Either Party may terminate and/or cancel this Agreement upon thirty (30) days’ notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation shall remain valid and govern the Parties’ duties and obligations regarding equipment transferred to the Political Subdivision, and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the WMRMC prior to the date of termination and/or cancellation.

7. **NO THIRD PARTY BENEFICIARIES.**

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. **DISCRIMINATION**

The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. **PERMITS AND LICENSES**

Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. **RESERVATION OF RIGHTS**

This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. **DELEGATION/SUBCONTRACT/ASSIGNMENT**

Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to
any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. SEVERABILITY

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

14. CAPTIONS

The section and subsection numbers, captions, and any indexes to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

➢ If Notice is sent to the West Michigan Regional Medical Consortium, it shall be addressed and sent to: Jerry Evans, MD, Medical Director, WMRMC, 1675 Leahy Street, Suite 308B, Muskegon, MI 49442.

➢ If Notice is sent to the Political Subdivision, it shall be addressed and sent to:

1611 Oak St Lower Level
Muskegon MI 49442

➢ Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

16. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. **AGREEMENT MODIFICATIONS OR AMENDMENTS**

Any modifications, amendments, recessions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

**IN WITNESS WHEREOF**, Jerry Evans, MD, Medical Director, West Michigan Regional Medical Consortium, hereby acknowledges that he has been authorized by a resolution of the West Michigan Regional Medical Consortium, to execute this Agreement on behalf of the West Michigan Regional Medical Consortium, and hereby accepts and binds the West Michigan Regional Medical Consortium to the terms and conditions of this Agreement.

**EXECUTED**: ___________________________ **DATE**: ________________
Jerry Evans, MD, Medical Director
West Michigan
Regional Medical Consortium

**WITNESSED**: ___________________________ **DATE**: ________________

**IN WITNESS WHEREOF**, ____________________, hereby acknowledges that he/she has been authorized by a resolution of the ____________________ to execute this Agreement on behalf of ____________________, and hereby accepts and binds ____________________ to the terms and conditions of this Agreement.

**EXECUTED**: ___________________________ **DATE**: ________________

**WITNESSED**: ___________________________ **DATE**: ________________
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Courts & Public Safety

BUDGETED X
NON-BUDGETED
PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Emergency Services/Management

COMMITTEE DATE
July 9, 2019
REQUESTOR SIGNATURE
Richard Warner

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

Request authorization to accept the Homeland Security Grant Program Intergovernmental Agreement between the West Michigan Regional Medical Consortium (WMRMC) and Muskegon County. The purpose of the grant agreement is for the Region 6 Homeland Security Governing Board and its Fiduciary, West Michigan Regional Medical Consortium (WMRMC), to administer the State of Michigan 2018 Homeland Security Grants on behalf of Muskegon County.

There are no costs to the County of Muskegon. Richard Warner is the County’s voting representative on the Region 6 Homeland Security Board. This grant agreement will allow the County of Muskegon to receive equipment, participate in Homeland Security training, have access to grant funds and exercises.

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

Move to accept the 2018 Homeland Security Grant Program Intergovernmental Agreement between the West Michigan Regional Medical Consortium (WMRMC) and Muskegon County on behalf of the Muskegon County Emergency Services/Management, and authorize the Board Chair and appropriate staff to sign the agreement.

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

AGENDA DATE: 7/9/19  AGENDA NO.: CPS19/07-32  BOARD DATE: 7/16/19  PAGE NO. 13

Revised 6/21/19
HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL AGREEMENT
BETWEEN
WEST MICHIGAN REGIONAL MEDICAL CONSORTIUM
AND
Muskegon County
1611 Oak Street, Lower Level
Muskegon, MI 49442

This Intergovernmental Agreement ("the Agreement") is made between the West Michigan Regional Medical Consortium (WMRMC) 1675 Leahy Street, Suite 303B, Muskegon, MI 49442 and Muskegon County, a Michigan Municipal Corporation hereafter referred to as the Political Subdivision. The term of this agreement is from the date of execution through May 31, 2021, the end of the FY 2018 Homeland Security Grant.

PURPOSE OF THE GRANT The FY 2018 Homeland Security Grant Program supports State and local efforts to prevent terrorism and other catastrophic events, and prepares the nation for the threats and hazards that pose the greatest risk to the security of the United States.

PURPOSE OF AGREEMENT The WMRMC and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the WMRMC and the Political Subdivision, and the Region 6 Homeland Security Planning Board, regarding the FY 2018 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or backfill/overtime with Grant Program funds.

The WMRMC was designated Fiduciary for the FY 2018 Homeland Security Grant Program by the Region 6 Homeland Security Planning Board.

The WMRMC accepted the position of Fiduciary and as a result entered into the FY 2018 Homeland Security Grant Program Agreement with the State of Michigan.

It is hereby recognized by both parties that the State of Michigan, Michigan Department of State Police, Audit Office, has determined that the subgrantee is collectively the WMRMC and the Region 6 Homeland Security Planning Board.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. WMRMC RESPONSIBILITIES
   - The WMRMC shall comply with all requirements set forth in the Grant Program Agreement between the WMRMC and the State of Michigan.
The WMRMC shall comply with all requirements set forth in the FY 2018 Homeland Security Grant Program Guidance.

The WMRMC shall purchase equipment with Grant Program funds in accordance with the WMRMC's purchasing policies and procedures. The Region 6 Homeland Security Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.

Per the FY 2018 HSGP Agreement requirements, the WMRMC (the Subrecipient) shall create and maintain an inventory of all equipment purchases in Accordance with 2 CFR, Part 200.313. Within 30 days of the end of the WMRMC's fiscal year, the WMRMC must supply a copy of this inventory to the Michigan State Police.

The WMRMC shall transfer ownership and legal title to the Political Subdivision designated by the Region 6 Homeland Security Planning Board for equipment purchased with Grant Program advanced funds, via the Transfer of Ownership Agreement. The WMRMC’s Medical Director shall execute the Transfer of Ownership Agreement and the Director of Emergency Management shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.

The WMRMC shall notify each Political Subdivision at the end of its fiscal year of the dollar amount of equipment that has been purchased for the Political Subdivision and the dollar amount reimbursed the Political Subdivision for the purchases it made.

The WMRMC shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 6 Homeland Security Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMRMC’s Medical Director shall execute the Forms and the Director of Emergency Management shall execute the Forms on behalf of the Political Subdivision.

The WMRMC shall reimburse the Political Subdivision as directed by the Region 6 Homeland Security Planning Board, with Grant Program funds for salaries and backfill/overtime for authorized Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMRMC’s Medical Director shall execute the Forms and the Director of Emergency Management shall execute the Forms on behalf of the Political Subdivision.

The WMRMC shall provide an executed copy of this Agreement to the Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES

Activities implemented under the SHSP must support national terrorism preparedness by building or enhancing capabilities related to preventing, preparing for, protecting against or responding to acts of terrorism to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support
preparedness for other hazards. This dual-use quality must be demonstrated for an activity to be eligible.

- Upon receipt of equipment purchased with advanced Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the WMRMC receives an executed Transfer of Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement.

- The Political Subdivision recognizes that a portion of the FY 2018 Homeland Security Grant Program is allocated directly to the thirteen counties; with the stipulation that all county projects must be approved by the Region 6 Homeland Security Planning Board and be consistent with regional investments established by the Grant and specified in the Project Workbook.

- Upon execution of the Transfer of Ownership Agreement, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
  
  - Operation of the equipment;
  - Maintenance and repair of the equipment;
  - Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  - Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
  - Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
  - Training for use of the equipment, if training is not included with the purchase of the equipment; and
  - Liability for all Claims arising out of the Political Subdivision's use of the equipment;
  - Report any disposal of the equipment to the WMRMC.

- The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the FY 2018 Homeland Security Grant Program Guidance and the applicable, Alignment and Allowability Form (AAF) or equivalent form used by MSP, approved by the State of Michigan. If the actual use is not consistent with what is stated in the approved AAF, the Political Subdivision shall be responsible for disallowed costs or audit exceptions.

- The Political Subdivision shall keep the WMRMC informed of the location of the equipment and confirm this annually. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or "home-base" where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the WMRMC upon execution of the
Transfer of Ownership Agreement and continue until three (3) years after the close of this Grant Program.

➢ The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer of Ownership Agreement on its Schedule of Expenditures of Federal Awards.

➢ The Political Subdivision shall make any equipment purchased with Regional Homeland Security dollars and housed with the Political Subdivision available for use to other jurisdictions within Region 6 when requested and available.

➢ Except for equipment that is disposable or expendable, the Political Subdivision shall inform the WMRMC if it plans to dispose of the equipment and work with the WMRMC regarding any issues associated with disposal of the equipment.

➢ The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment and program funds, including but not limited to costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

➢ The Political Subdivision shall make the equipment available to the WMRMC and State and Federal Auditors upon request.

➢ Prior to reimbursement for the purchase of services and/or salaries or backfill/overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms and any other applicable forms the WMRMC deems necessary for such reimbursements or purchases. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed including proof of payment if required. The WMRMC, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

➢ The Political Subdivision shall comply with the WMRMC’s purchasing policies and procedures.

➢ Supplanting is not permitted.

### 3. REGION 6 HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES

The Parties agree and acknowledge that the Region 6 Homeland Security Planning Board shall have the following responsibilities:

➢ Utilize a regional approach in reviewing and approving projects;

➢ Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivision in the Region;

➢ Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;

➢ Hold public meetings, guided by the Michigan Open Meetings Act;
Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Grant Program requirements;

Establish sub-committees and/or project managers to carry out its work;

Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and be responsible for compliance with the FY 2018 Grant Program guidance, and the investments therein.

Determine (i) what will be purchased with the Grant Program funds, (ii) what equipment each Political Subdivision will receive, and (iii) convey this information to the WMRMC immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT

This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES

Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement and the FY 2018 Homeland Security Grant Program Guidance.

Each party shall assure professional conduct and cooperative work. Should concerns or complaints arise from either a representative of the Political Subdivision or of the WMRMC; they should be submitted in writing on letterhead and be signed by the county administrator, city manager or executive director, as appropriate. A period of 30 days must be given for response to the concern/complaint, after which all parties will attempt to resolve the issues.

The Political Subdivision shall assure that a request by its representative to the Region 6 Homeland Security Planning Board to submit a petition to the Michigan State Police to terminate its Grant Agreement with the WMRMC will only be through a resolution of its governing body, which will be copied to the WMRMC. The request to Michigan State Police would be governed by the terms of the Grant Agreement. The WMRMC may give
30 days' notice directly to Michigan State Police of its intent to cancel the Grant Agreement, in accordance with provisions in that agreement.

6. **TERMINATION OR CANCELLATION OF AGREEMENT**

Either Party may terminate and/or cancel this Agreement upon thirty (30) days' notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation shall remain valid and govern the Parties' duties and obligations regarding equipment transferred to the Political Subdivision, and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the WMRMC prior to the date of termination and/or cancellation.

7. **NO THIRD PARTY BENEFICIARIES.**

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. **DISCRIMINATION**

The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. **PERMITS AND LICENSES**

Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. **RESERVATION OF RIGHTS**

This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. **DELEGATION/SUBCONTRACT/ASSIGNMENT**

Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or
provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. SEVERABILITY

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

14. CAPTIONS

The section and subsection numbers, captions, and any indexes to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

➢ If Notice is sent to the West Michigan Regional Medical Consortium, it shall be addressed and sent to: Jerry Evans, MD, Medical Director, WMRMC, 1675 Leahy Street, Suite 308B, Muskegon, MI 49442.

➢ If Notice is sent to the Political Subdivision, it shall be addressed and sent to:

   1611 Oak St. Lower Level
   Muskegon, MI 49442

➢ Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

16. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. AGREEMENT MODIFICATIONS OR AMENDMENTS

Any modifications, amendments, recissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. ENTIRE AGREEMENT

This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Jerry Evans, MD, Medical Director, West Michigan Regional Medical Consortium, hereby acknowledges that he has been authorized by a resolution of the West Michigan Regional Medical Consortium, to execute this Agreement on behalf of the West Michigan Regional Medical Consortium, and hereby accepts and binds the West Michigan Regional Medical Consortium to the terms and conditions of this Agreement.

EXECUTED: ___________________ DATE: ______________
Jerry Evans, MD, Medical Director
West Michigan
Regional Medical Consortium

WITNESSED: ___________________ DATE: ______________

IN WITNESS WHEREOF, ___________________, hereby acknowledges that he/she has been authorized by a resolution of the ___________________ to execute this Agreement on behalf of ___________________, and hereby accepts and binds ___________________ to the terms and conditions of this Agreement.

EXECUTED: ___________________ DATE: ______________

WITNESSED: ___________________ DATE: ______________
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Courts & Public Safety

BUDGETED X

REQUESTING DEPARTMENT
Sheriff's Office

COMMITTEE DATE
7/9/19

NON-BUDGETED

PARTIALLY BUDGETED

REQUESTOR SIGNATURE
Michael Poulin

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

The Sheriff’s Office is requesting to purchase, through the approved Capital Improvement Plan, a new fingerprint machine from IDNetworks. IDNetworks is the State of Michigan approved MiDeal supplier. A quote was received and the total anticipated cost is $15,495.00.

The current machine in the Sheriff Records Department is no longer supported by the Michigan State Police Office and Microsoft.

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

Move to approve the Sheriff’s Office to purchase a fingerprint machine from IDNetworks at an estimated price of $15,495.00.

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: 7/9/19
AGENDA NO.: CPS19/07-33
BOARD DATE: 7/10/19
PAGE NO.

Revised 6/18/19
## Sales Quotation

**QUOTE #: 19-0429-01**

**ID Networks, Inc.**
7720 Jefferson Road
Ashtabula, Ohio 44004

Phone 800-882-0751
Fax 440-992-1109

E-mail: jwheelock@idnetworks.com
Rep Name: John Wheelock
Web Site: www.idnetworks.com

**Company**
Ryan Foster
Muskegon County Sheriff's Office
25 W Walton Ave
Muskegon, MI 49440

**Contact**

**Address**

**Phone**
231-724-7170 office

**Fax**
231-638-7560 cell

**Email**
ryan.foster@muskegonsheriff.com

**Website**

**Ship To:**

**Company**

**Contact**

**Address**

**Phone**

**Fax**

**Email**

**Method**

<table>
<thead>
<tr>
<th>Item</th>
<th>Reference</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LiveScan System - Palm</td>
<td>ID Networks Criminal Desktop Palmprint LiveScan System (includesTPS300 Palm Scanner, WIN10 Desktop PC, FBI Approved Printer, Onsite Installation and Training)</td>
<td>1</td>
<td>$15,495</td>
<td>$15,495</td>
</tr>
</tbody>
</table>

**Pricing:** ✅ State Contract Number: 07186000022

**Sales Tax:** ☐ Non Exempt  ☑ Exempt

**Payment Terms:** ☐ Net Terms

**Annual Maintenance:**
Reoccurring Annual Maintenance per year – $3,495

**Customer Approval:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

**PO #:** ______________________________

**Subtotal:** $15,495

**Sales Tax:**

**Shipping:**

**Other:**

**TOTAL:** $15,495

---

April 29, 2019
Live Scan System

Live Scan System
Contract # 071B66000022
Vendor: ID Networks, Inc.
Contract Expired: 1/25/21
Contact Person: John Wheelock
To order, call: 440-992-0062

RELATED CONTENT

Verint Camera System Integrator and Installation
Video Systems - Public Safety
Transport Services for Prisoners and Detainees
Fence Detection Systems
Court Reporting Services
Electronic Monitoring Program-Global Positioning System (GPS) and/or Radio Frequency (RF) Monitoring Devices and Support
Hamilton Robotics Consumables, Equipment, Service/Maint Agreements and Repair
Electronic Monitoring Program-Alcohol Monitoring Devices and Support
Drug Testing Services
Polygraph Testing Services
Fuses/Flares
Defibrillators-Automated External (AED)
Public Safety and Emergency Preparedness Equipment and Related Services
Preliminary Breath Testers
DNA Profile Analysis

https://www.michigan.gov/dtmb/0,5562,7-358-82550_86753_64886-377103--,00.html
Correctional Recovery (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 Correctional Recovery in the amount of $100,000. This will bring the total purchase order amount to $250,000.

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

Move to approve the increase to the Sheriff's purchase order with Correctional Recovery to a total amount of $250,000 to cover reimbursement costs for inmate medical bills and amend the budget accordingly.

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