MUSKEGON COUNTY BOARD OF COMMISSIONERS
Courts & Public Safety Committee
AGENDA

October 1, 2019 – 3:30 PM
Hall of Justice
990 Terrace, Muskegon, MI

I. John Snider, II, Chair
Rillastine Wilkins, Vice-Chair

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

CPS19/10 – 48 (Emergency Services) Approve Reimbursement for up to 35.69% of the Muskegon County Emergency Services Director’s Salary and Fringe Benefits from the 2018 Michigan State Police Emergency Management & Homeland Security Division

CPS19/10 – 49 (Prosecutor’s Office) Approve the Prosecutor’s Office to Accept the FY2020 Crime Victim Rights Navigator Grant and Approve the Creation of a Full-Time Crime Victim Rights Navigator Position and Position Description

CPS19/10 – 50 (Sheriff’s Office) Approve the Sheriff’s Office to Accept the Independent Contractor Agreement for Law Enforcement Service Between Michigan Works! West Central and the Muskegon County Sheriff’s Office

CPS19/10 – 51 (Sheriff’s Office) Approve the Sheriff’s Office to Utilize a Portion of the Remaining Jail Project Funds to Purchase a One-Year Support Package for the GTL Video Visitation System

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)

CPS19/10 – 52  (Sheriff’s Office) Approve the Sheriff’s Office to Accept the Fiscal Year 2020 Secondary Road Patrol Grant from the Office of Highway Safety Planning in the Amount of $135,150

6) Old Business

7) New Business

8) Public Comment

9) Adjournment
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 [arrived at 3:33 p.m.], Susie Hughes, Zach Lahring, Kenneth Mahoney, Bob Scolnik, John Snider, II, Rillastine Wilkins

Excused: Charles Nash

Also Present: 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 August 6, 2019 meeting as written. Motion carried.

PUBLIC COMMENT (On an agenda item)
None.

ITEMS FOR CONSIDERATION
CPS19/09 - 46 It was moved by Commissioner Foster, supported by Chairman Hughes, to approve the two (2) year contract extension between Correctional Recovery and the County of Muskegon and to authorize the Sheriff to sign the agreement. Motion carried.
OLD BUSINESS

CPS19/09 – 47 It was moved by Commissioner Foster, supported by Chairman Hughes, to approve the County Administrator to direct the Information Technology Department staff to begin installation of video recording equipment in the Muskegon County Board of Commissioners Room. Motion carried.

NEW BUSINESS

None.

PUBLIC COMMENT

Ms. Malinda Reese Pego addressed the Board regarding free training for law enforcement officials with MCOLES regarding domestic violence. She encouraged the Muskegon County Sheriff to utilize the training for his staff.

It was moved by Commissioner Lahrng, to request the Sheriff to send his staff to at least one such training. Motion failed due to lack of support.

Sheriff Poulin addressed the Board and noted his officers continue to attend trainings, conferences and in-services. He noted his office works very collaboratively with Every Women’s Place and the Domestic and Sexual Violence Task Force.

ADJOURNMENT

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 3:42 p.m.
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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

<table>
<thead>
<tr>
<th>REQUESTING DEPARTMENT</th>
<th>COMMITTEE</th>
<th>DATE</th>
<th>REQUESTOR SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Services</td>
<td></td>
<td>October 1, 2019</td>
<td>Richard Warner</td>
</tr>
</tbody>
</table>

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

To request permission to accept through the 2019 Michigan State Police – Emergency Management & Homeland Security Division (EMPG) reimbursement for up to 35.69% of the Muskegon County Emergency Services Director’s salary and fringe benefits. The EMPG program has a 50% cost match requirement. This should equate up to approximately $40,366.00. When reimbursement is received it will be used to offset the current changes in the Emergency Services budget.

The purpose of the grant is to provide Federal pass-through funds to the County for the development and maintenance of an emergency management program.

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

Move to accept, through the 2019 Michigan State Police – Emergency Management & Homeland Security Division (EMPG), reimbursement for up to 35.69% of the Muskegon County Emergency Services Director’s salary and fringe benefits.

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

AGENDA DATE: 10-1-19 | AGENDA NO.: 10-3/19 | BOARD DATE: 10-8-19 | PAGE NO.

Revised 9/24/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

REQUESTING DEPARTMENT: Prosecutor
COMMITEE: Courts & Public Safety
COMMITTEE DATE: 09/26/2019
REQUESTOR SIGNATURE: DJ Hilson

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

The Prosecutor is requesting approval to accept the FY2020 Crime Victim Rights Navigator grant for the amount of $77,608. This allocation will be used to fund the salary, fringe benefits, and travel expenses for a full-time Crime Victim Rights Navigator to assist victims of crime in Muskegon County in applying for the Crime Victim Compensation Fund. There are no additional efforts required to receive this funding. The Prosecutor is also requesting the creation of a full-time Crime Victim Rights Navigator (pay table NO-00165 $15,590-$19,629). Additionally, the Prosecutor is request the approval of the proposed position description for the Crime Victim Rights Navigator. The agreement is in effect through September 30, 2020.

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

Move to approve the Prosecutor to accept the FY2020 Crime Victim Rights Navigator grant, to approve the creation of a full-time Crime Victim Rights Navigator (pay table NO-00165 $15,590-$19,629), and approve the proposed Crime Victim Rights Navigator position description.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

HUMAN RESOURCES ANALYSIS:
Concur
K. Wade

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.

AGENDA DATE: 10-1-19 AGENDA NO: MPS.19/10-49 BOARD DATE: 10-8-19 PAGE NO.

Revised 9/24/19
MUSKEGON COUNTY, MICHIGAN

CLASS TITLE  CRIME VICTIM RIGHTS NAVIGATOR

DISTINGUISHING FEATURES OF THE CLASS
The Crime Victims Right Navigator, under the direction of the Administrative Services Manager and Chief Trial Attorney, will notify victims of crimes and use the appropriate procedure to inform them of the Crime Victim Compensation Program. An employee in this class will assist victims of crime in applying for the Crime Victim Compensation Program by working with the victim to complete the Application and obtain the necessary documentation required by the Crime Victim Services Commission. This employee will handle the record keeping and report writing necessary for VOCA (Victim of Crime Act) regulations. This employee may also perform other related duties as assigned.

SUPERVISION RECEIVED
The Crime Victims Right Navigator, under the direction of the Administrative Services Manager and Chief Trial Attorney, performs job duties in compliance with established policies and procedures.

SUPERVISION EXERCISED
Generally none.

TYPICAL EXAMPLES OF WORK PERFORMED
(The following examples are intended to be descriptive but not restrictive.)

Informs victims of the Crime Victim Compensation Program;
Assists victims in completing the Crime Victim Compensation Application;
Assists victims in obtaining necessary documentation required by the Crime Victim Services Commission;
Makes arrangements for meetings with crime victims to discuss or apply for the Crime Victim Compensation Fund with respect to transportation and interpreters when necessary;
Contacts local agencies to increase community awareness of the Crime Victim Compensation Program;
Maintains accurate information through record keeping and report writing;
Maintains up-to-date knowledge of current program regulations and requirements;
Maintains effective working relations with victims, witnesses, courts and agencies;
Performs other related duties as assigned.

EXPERIENCE, TRAINING, KNOWLEDGE, SKILLS AND ABILITIES

A. Required Experience and Training
1. Possess an Associate’s Degree from an accredited college or university; AND
   Have a minimum of two (2) years of previous work experience relating to Criminal Justice, Social Work or Psychology; OR
2. Possess a Bachelor’s Degree from an accredited college or university with a major in Criminal Justice, Social Work, Psychology, Human Services, or a closely related field.
3. Possess a valid Michigan driver’s license.

B. Required Knowledge, Skills and Abilities
   Basic knowledge of or ability to learn and understand VOCA regulations;
   Basic knowledge of counseling and interviewing techniques;
   Considerable ability to resolve victim concerns;
   Considerable ability to communicate effectively with courts, attorneys, and appropriate agencies;
   Ability to establish and maintain effective working relationships with co-workers and supervisors;
   Ability to perform accurate record keeping responsibilities;
   Ability to communicate with others orally and in writing.

PHYSICAL ACTIVITIES
An employee in this class performs generally sedentary work activities requiring the occasional lifting of objects weighing up to thirty-five (35) pounds.
ENVIRONMENTAL CONDITIONS
This employee works within the office of the Muskegon County Prosecutor.

CAREER OPPORTUNITIES
With sufficient experience and training, an employee in this class may be considered for promotion to a higher level position within the Prosecutor's office should a vacancy occur.

Approved by ________________
DJ Hilson, Prosecutor

Date __________________________

Approved by ________________
Kristen N. Wade, Human Resources Director

Date __________________________

Revised 02/97
NF235_spec.wpd
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

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

<table>
<thead>
<tr>
<th>REQUESTING DEPARTMENT</th>
<th>COMMITTEE DATE</th>
<th>REQUESTOR SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff’s Office</td>
<td>10/1/2019</td>
<td>Michael Poulin</td>
</tr>
</tbody>
</table>

SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)
The Sheriff’s Office is requesting to accept the Independent Contractor Agreement for Law Enforcement Service between Michigan Works! West Central and the Muskegon County Sheriff’s Office. The effective dates for this agreement are from October 1, 2019 through September 30, 2021. Funding for the first and second years of the agreement is $16,560.00 each year. This program obligates funds to perform routine checks of high risk Muskegon County MPRI parolees (Night Hawk) during evenings and weekends.

SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)
Move to accept the Independent Contractor Agreement for Law Enforcement Service between Michigan Works! West Central and the Muskegon County Sheriff’s Office. Funding for the first and second years of the agreement is $16,560 for each year, October 1, 2019 through September 30, 2021.

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.

AGENDA DATE: 10-1-19  AGENDA NO.: CPS19/10-50  BOARD DATE: 10/8/2019  PAGE NO.

Revised 9/23/19
Independent Contractor Agreement for Law Enforcement Services

This Independent Contractor Agreement for a Region 4 Offender Success Law Enforcement Services is entered into by Michigan Works! West Central on behalf of the Region 4 Offender Success Program with funding for the Michigan Department of Corrections (MDOC) for implementation in this area.

This Agreement is between

Michigan Works! West Central
14330 Northland Drive
Big Rapids, Michigan 49307

Muskegon County Sheriff Department
25 West Walton
Muskegon, MI 49440

Michigan Works! West Central is the fiduciary for the Region 4 Offender Success program. The thirteen county area covered by the Region 4 Offender Success program include, Allegan, Barry, Ionia, Kent, Lake, Mason, Mecosta, Montcalm, Muskegon, Newaygo, Oceana, Osceola, and Ottawa counties.

Dates

The Agreement is in effect from **October 1, 2019 through September 30, 2021**. All costs must be incurred between these dates. This Agreement allows for multiple renewals that will extend the Agreement up to two years in duration with each renewal, contingent upon acceptable performance, continued funding and authorization for activities and no major changes in legislation of programs. The agreement renewals could potentially extend this Agreement to March 31, 2026.

Funding

Funding for the first year of the Agreement, October 1, 2019 through September 30, 2021, is $16,560, which covers payment for all work performed, mileage, and supplies as allowed by the Agreement between MDOC and Michigan Works! West Central. Funding for the second year of the Agreement, October 1, 2019 through September 30, 2021 is $16,560, and is contingent upon receipt of funding from the MDOC and continued authorization for the Program.

Agreement

The Law Enforcement Provider will perform the services generally described in the Statement of Work to meet the requirements of Offender Success Program, under the guidance of Michigan Works! West Central and the Region 4 Community Coordinator. This is a contracted position and the parties’ agreement does not create an employer-employee relationship between the Law Enforcement Provider and Michigan Works! West Central, the Region 4 Steering Team, the Region 4 Community Coordinator or Michigan Department of Corrections.
Statement of Work

The purpose of this Agreement is to meet the requirements of the Offender Success Program for the designated County of Muskegon within the Region 4 in working with the Community Coordinator, Service Providers, Department of Corrections and Parolees in the Offender Success program, by providing the services described in the Program Parameters, Attachment A, to be performed for the timeframe specified.

Law Enforcement Description of Responsibilities

Law Enforcement responsibilities includes supervision/monitoring activities such as Night Hawk and local transition meeting and orientation events for participants and law enforcement personnel. Please note that Offender Success funds can not pay for food or beverages at the events.

All activities under this Agreement will be conducted in compliance with the Agreement between MDOC and Michigan Works! West Central including the Comprehensive Plan accepted by MDOC, including any revisions, and in compliance with all MDOC instructions. The Administrative Agency will complete annual site reviews to ensure compliance with this agreement. This includes extensive work in the communities of the Region 4 Area and a variety of audiences and constituencies. Attendance at MDOC training, Advisory Council Meetings, and other sessions is required.

The Parties understand that Offender Success is subject to change and revision by various parties, such as the Michigan Department of Corrections and agrees to work with any such changes as they occur.

As an Independent Contractor, the Law Enforcement Provider shall have sole control of the manner and means of performing the Work.

Relationship of the Parties

The Law Enforcement Provider is an Independent Contractor with all the attendant rights and liabilities. The Law Enforcement Provider is not an agent or employee of Michigan Works! West Central and is not entitled to the benefits provided by Michigan Works! West Central to its employees. The Law Enforcement Provider shall be solely responsible for any workers’ compensation, FICA, withholding tax, unemployment compensation, or any other payment in connection with the Work. Any provision in this Agreement or any action by Michigan Works! West Central or the Community Coordinator which may appear to give the right to direct or control the Law Enforcement Provider in performing Work means the Law Enforcement Provider will follow the desires of Michigan Works! West Central with results of the Work only.

The Work performed by the Law Enforcement Provider will be at the risk of the Law Enforcement Provider exclusively. To the fullest extent permitted by law, the Law Enforcement Provider will indemnify, defend (at the Law Enforcement Provider’s sole expense) and hold harmless Michigan Works! West Central and the Michigan Department of Corrections from and against any and all claims for bodily injury, death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities which
are, in any way, connected with the Work performed under this Agreement, whether or not the Law Enforcement Provider’s actions constitute negligent or willful misconduct.

The Law Enforcement Provider understands they will not be covered by the Michigan Works! West Central General Liability Insurance policy while performing work under this Agreement.

**Representations and Warranties**
The Law Enforcement Provider represents and warrants to Michigan Works! West Central, as the administrative entity for the West Central Offender Success program as follows: (a) Law Enforcement Provider shall obtain, pay for and maintain all licenses, permits, inspections, fees and qualifications required to perform its obligations to Michigan Works! West Central; and (b) Law Enforcement Provider shall comply with all applicable federal, state and local laws, ordinances, orders, rules and regulations, including applicable Equal Employment Opportunity and Affirmative Action obligations under E.O. 11246, the Vietnam Era Veterans’ Readjustment Assistance Act, Section 503 of the Rehabilitation Act of 1973 and their implementing regulations and applicable regulations pertaining to federal government contractors and subcontractors of the Office of Federal Contract Compliance Procedures.

**Confidentiality**
The Law Enforcement Provider acknowledges that Michigan Works! West Central and Michigan Department of Corrections may disclose certain confidential and proprietary information to the Law Enforcement Provider in connection with the Work provided to Michigan Works! West Central, including but not limited to prints, specifications, pricing, methods, processes and customer lists (the “Confidential Information”). The Law Enforcement Provider agrees not to use the Confidential Information for Law Enforcement Provider’s own purposes or benefit or to provide access to the Confidential Information to any third party for a minimum period of two (2) years from the date of termination of the contractual agreement between Law Enforcement Provider and Michigan Works! West Central.

**Non-Exclusivity**
Michigan Works! West Central may obtain similar services from other parties at its sole discretion.

**Termination of the Agreement**
This Agreement may be terminated by either the Law Enforcement Provider or Michigan Works! West Central at their discretion and for any reason by providing written notice to the other party at least two weeks (14 calendar days) prior to termination. At a minimum, such written notice will contain the termination date for the Agreement and a listing of reasons for termination. Michigan Works! West Central may request a corrective action plan prior to termination if appropriate. Unless termination is for non-performance of the Work described, Michigan Works! West Central will be liable for payment to the Law Enforcement Provider in accordance with the payment terms, through the date of termination. This does not apply if funding source does not continue funding and/or approval for funds to honor this Agreement.
Monthly Invoicing
Itemized invoices and a completed Data Collection Sheet are to be submitted on or before the 5th of each month following the month services were provided. Invoices must be submitted for services provided in each county to the correct OS email address. Email address: OSMuskegon@michworkswe.org.

Invoices, at a minimum, must include the following details:
- Parolee First and Last Name
- MDOC Number
- Service Type provided
- Service Utilization (i.e. start and end date of service)
- Unit Rate for Services
- Subtotal for the Services provided for each Parolee
- Total for the Services billed for the month

It is strongly encouraged that you sign up and receive payment through electronic funds transfer. This will ensure that payment is received timely and eliminate the need to wait for a paper check.

Performance Standards and Corrective Action
The Agency understands that the above listed Description of Services is the expected standard of performance for this agreement. Should the Agency not meet this standard of performance at any time during the term of this agreement, the Agency understands that payment may be withheld as a corrective action.

Certification
This Agreement for the Law Enforcement Provider as a

____ X ____ Corporation, partnership or limited liability company
_______ Sole proprietor who does not hire any employees, casual labor, or subcontractors with employees.

Inspection and Retention Provision
The Agency shall accept and implement all management, fiscal, and participant reporting as required by the Administrative Entity and as listed in the Statement of Work. The Provider shall retain all records pertinent to this agreement for a minimum of seven (7) years.

Miscellaneous
This Agreement shall not be assigned by either party without the prior written consent of the non-assigning party. This does not restrict Michigan Works! West Central and MDOC from approving or changing similar positions should this become necessary to meet the responsibilities of the program. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and be enforceable by the successors and assigns of the parties to this Agreement. This Agreement and any agreement to which it refers contains all of the terms of the agreement between the parties with respect to this subject matter and may be amended only by a writing
signed by all of the parties to this Agreement. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any dispute between Michigan Works! West Central and the Law Enforcement Provider shall be filed, heard and decided in Mecosta County, Michigan Circuit Court.
Signature

The parties whose signatures appear below certify by their signature that they are authorized to enter into this Agreement and to bind their respective entities to this Agreement.

For Michigan Works! West Central
Michelle A Keene, Executive Director

For Muskegon County Sheriff Department
Michael J. Poulin, Sheriff

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

Page 6 of 6
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

<table>
<thead>
<tr>
<th>COMMITTEE</th>
<th>BUDGETED</th>
<th>NON-BUDGETED</th>
<th>PARTIALLY BUDGETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courts and Public Safety</td>
<td></td>
<td></td>
<td>XX</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTING DEPARTMENT</th>
<th>COMMITTEE DATE</th>
<th>REQUESTOR SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff’s Office</td>
<td>October 1, 2019</td>
<td>Sheriff Poulin</td>
</tr>
</tbody>
</table>

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

The Sheriff’s Office is requesting approval to utilize a portion of the remaining jail project funds to purchase a one-year extension to our video visitation support software. The previous support agreement expired in March 2019. The provider, GTL, has offered us a 20% discount bringing the one-year cost from $9,000 to $7,200. The video visitation system currently operating in the Muskegon County Jail is not functioning to its full potential. The support package will allow us to utilize the system properly and potentially create additional revenue, as it relates to inmate video visitation.

The Sheriff’s Office anticipates seeking Requests for Proposals for our phone and video visitations in the early part of 2020.

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

Move to approve the Sheriff’s Office to utilize a portion of the remaining jail project funds to purchase a one-year software support package extension for the GTL – Video Visitation System.

ADMINISTRATIVE ANALYSIS (AS APPLICABLE)

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

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

<table>
<thead>
<tr>
<th>AGENDA DATE</th>
<th>AGENDA NO</th>
<th>BOARD DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-1-19</td>
<td>LPS 19/10-51</td>
<td>10-8-19</td>
</tr>
</tbody>
</table>

Revised 9/24/19
REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE
Courts & Public Safety

BUDGETED  

NON-BUDGETED 

PARTIALLY BUDGETED

REQUESTING DEPARTMENT
Sheriff's Office

COMMITTEE DATE
October 1, 2019

REQUESTOR SIGNATURE
Michael Poulin

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

The Sheriff is requesting permission to accept the FY20 grant amount from the State of Michigan, Office of Highway Safety Planning, in the amount of $135,150.00. This is for the renewal of the annual Secondary Road Patrol (OHSP-402) grant. The grant period is October 1, 2019 – September 30, 2020.

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

Move to approve the Sheriff's Office to accept for the Fiscal Year 2020 Secondary Road Patrol grant from the Office of Highway Safety Planning in the amount of $135,150.

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: 10-1-19  AGENDA NO: CP519/10-5A  BOARD DATE: 10-8-19  PAGE NO. 17

Revised 8/29/19
July 12, 2019

Sheriff Michael Poulin
Muskegon County Sheriff's Office
990 Terrace Street
Muskegon, Michigan 49442

Dear Sheriff Poulin:

Enclosed is the Secondary Road Patrol and Traffic Accident Prevention Program (SRP) application for FY 2020 (October 1, 2019 through September 30, 2020). Appropriate forms to certify compliance are enclosed. The application, quarterly financial report, semi-annual program report, annual program report, and contract adjustment requests are also available on the Secondary Road Patrol website at www.michigan.gov/ohsp-srp; click on SRP Forms. Completed applications for participation in the program must be back in our office by September 1, 2019. Applications received after September 1, 2019 may jeopardize the county's eligibility for funding.

Estimated program funding for fiscal year 2020 is $8,500,000 from the Secondary Road Patrol and Training Fund.

Based upon our projections, your county's total allocation for FY 2020 is $135,150. Your reimbursement from the fund may not exceed this amount. The amount being allocated to each county for FY 2020 is based on the best estimates of revenue at this time.

P.A. 416, as amended, requires a "Maintenance of Effort" by the county. Your attention is directed to Section 77(1), which states, in part:

"An agreement entered into under this section shall be void if the county reduces its expenditures or level of road patrol below which the county was expending or providing immediately before October 1, 2978, unless the county is required to reduce general services because of economic conditions and is not merely reducing law enforcement services."

County level of effort must not include positions and expenditures funded from the SRP. If the level of county funded road patrol is less than your "Maintenance of Effort" requirement, which is 23 for Muskegon County, your application cannot be processed. Should this occur, and you subsequently come into compliance during the year, a partial year application will be processed at that time.

If you have any questions, please call Julie Roth at 517-284-3121 or Mallory Fox at 517-284-3091.

Sincerely,

Michael L. Prince, Director
Office of Highway Safety Planning

Enclosures (6)