COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, November 17, 2015
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, 9:30 a.m.

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Meeting Called to Order by Chairperson.

2. Additions or Deletions to the Agenda – Approval of the Agenda.


4. Employee/Board Comments.

5. Consider Approval of the Minutes of November 3, 2015.

6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Osceola County Housing Committee – Dan Massy.
   B. Discuss 911 Plan Amendment Proposed Schedule – Karen Bluhm.
   C. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   D. Discuss E.M.S. Northwest Quadrant / Tustin Station.
   E. Discuss Sheriff Office Renovation.

8. New Business:
   C. Discuss E.M.D. WMSRDC Intergovernmental Agreement – Mark Watkins.
   E. Discuss Tom Lyons’ County Laptop – Susan Vander Pol.
   F. Closed Session to Discuss Collective Bargaining Negotiations.

9. Other Business:

10. Employee/Board Comments.

11. Extended Public Comments (Six Minute Limit).


Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT
The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
November 3, 2015

Meeting was called to order at 9:35 a.m. by Chairman Emig.

Present: Commissioners Tiedt, Wayne, Elkins, Halladay, Nehmer, Gregory and Emig.

Also present: Tyler Thompson-Prosecuting Attorney, Dan Massy-Community Developer, Rosie McKinstry-Equalization Director, Scott Schryer-COA Director, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk, and a few members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the agenda as presented. Motion carried.

Brief Public Comment: None.

Employee Comment: None.

Motion by Commissioner Elkins, seconded by Commissioner Nehmer, to approve the minutes of October 20, 2015. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Halladay, to approve the current claims of the County in the amount of $43,097.50. Recommendation was unanimously supported.

Housing Rehabilitation Program
Dan Massy, Community Developer, gave insight on the Housing Grant that needs to be signed. There are two spots that need signatures. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the Osceola Housing Rehabilitation Program and authorize the Chairman and Vice-Chairman to sign. Recommendation was unanimously supported.

Overtime in the Prosecutors Office
Tyler Thompson, Prosecuting Attorney, stated his office is currently understaffed due to an employee’s FMLA leave. He requested that the board approve the overtime for 15 hours per week. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to authorize overtime in the County Prosecutor’s office with funds transferred from within his budget or contingencies to cover for another employee’s FMLA leave of absence. Recommendation was unanimously supported.

E.M.S. Northwest Quadrant
Jeremy Beebe, EMS Director, spoke on the current progress at the Tustin Site. The project is a bit behind schedule, but should be finished by November 16, 2015. Discussion followed.
Committee Minutes
November 3, 2015

Evart Fire Station
Shane Helmer, Evart Fire Chief, and Jeremy Beebe, EMS Director, talked about the possibility of the Evart Fire Department and EMS Department joining to build a new addition to the current Fire Department. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Elkins, to join the Evart Fire Department in exploring options for expansion of the existing Evart Fire Hall for jointly housing the Fire Department and County E.M.S. station. Recommendation was unanimously supported.

2016 County Budget
Susan Vander Pol, County Coordinator, spoke about the 2016 County Budget and appropriations that need to be approved. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to adopt the 2016 Budget as presented. Recommendation was unanimously supported.

Recommended by Commissioner Elkins, seconded by Commissioner Gregory, to approve the adoption of the 2016 Budget Resolution/General Appropriations Act. Recommendation was unanimously supported.

2016 Supplement
Susan Vander Pol, County Coordinator, and Chairman Emig gave details on the one-time wage increases for eight (8) people that the wage classification study did not give at least $500 to for 2016. The County would give a one-time check that would make up the difference between the wage increase given by the study, up to the $500.

Recommended by Commissioner Nehmer, seconded by Commissioner Wayne, to accept the recommendation to provide a supplement in the 2016 budget to the following positions so they receive $500 as an increase in wages, not affecting their placement in the Classification and Compensation study or rates of pay being: Equalization – Deputy Equalization Director/Property Description Clerk (approx. $355); Register of Deeds – Chief Deputy Register of Deeds (approx. $337); Treasurer – Chief Deputy Treasurer (approx. $337); Clerk - County Clerk (approx. $280); Circuit Court Clerk – Chief Deputy County Clerk (approx. $337); Maintenance – Maintenance Working Supervisor (approx. $307); Probate Court – Probation Officer (approx. $271); Probate Court – Probation Officer (approx. $320). Recommendation was unanimously supported.

Budget Amendments, Cash Transfers and Journal Register Report
Commissioner Tiedt presented the budget amendments & cash transfers.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments and cash transfers as presented. Recommendation was unanimously supported.

Sheriff Office Renovation & Addition
Susan Vander Pol, County Coordinator, spoke briefly on the ongoing renovations at the Sheriff Department.
Youth Attention Center
Kaye Frederick, Probate and Family Court Administrator, spoke about the possibility of allocating some funds to go to the Youth Attention Center. The funds would come from a line in the general fund that currently has $12,000 available.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve up to $10,000 from the 148 Family and Probate Court budget to pay Mecosta County for additional funds required for the YAC program. Recommendation was unanimously supported.

Employee Recognition for 2015
Susan Vander Pol, County Coordinator, asked the board if they would like to continue employee recognition. Discussion followed and the board members agreed the December 15, 2015 board meeting would be a good time to have the employee recognition.

Employee/Board Comments: None.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to adjourn at 10:46 a.m. Motion carried.

Courtney Causey, Deputy Clerk

Larry Emig, Chairman
November 4, 2015

Osceola County Board of Commissioners
301 W. Upton
Reed City, MI 49677

Please appoint the two individuals listed below as well as a county commissioner to the newly formed Osceola County Housing Committee. The committee is being formed as a result of the County’s recent Michigan State Housing Development Authority grant. I’ve attached a document that explains the Committee’s roles and responsibilities.

Ron Sikkema
447 County Line Road
Marion, MI 49665

Community Member
Building/Trades

Joe McNally
22816 13 Mile Road
LeRoy, MI 49655

Community Member
Realtor

The expiration date for each of the appointments should be September 30, 2017. This coincides with the expiration date of the grant.

Dan Massy
Community Development Coordinator

cc: Susan Vander Pol
November 9, 2015

**Osceola County Homeowner Assistance Program**  
**Roles and Responsibilities of the Osceola County Housing Committee**

**Purpose:** The role of the Osceola County Housing Committee is to provide oversight and guidance for Osceola County’s Homeowner Assistance program. This includes the County’s $189,862 Community Development Block Grant (CDBG) from the Michigan State Housing Development Authority (MSHDA) and any Program Income that may be received from previous Housing Rehabilitation grants.

**Composition:** The Committee is comprised of 3 voting members appointed by the Osceola County Board of Commissioners. Two individuals that are involved in the day-to-day operations of the program provide staff support and guidance.

1. Committee Members
   - a. County Commissioner
   - b. Individual with Building Trade Experience
   - c. Community Member

2. Staff Support
   - a. Community Development Coordinator
   - b. Third Party Administrator

**Guiding Documents:**

1. MSHDA Community Development Block Grant (CDBG) (HRF-2014-0541)
2. MSHDA Policy Bulletins
3. Other MSHDA directives

**Specific Tasks:**

1. Approve or deny all applications
2. Approve or deny all bids
3. Determine if a contractor should be temporarily suspended or determined ineligible for substandard workmanship

4. Hear requests for hardships and forward recommendations to the Board of Commissioners

5. Serve as the Review Committee for addressing all complaints

Questions: Dan Massy, Osceola County Community Development Coordinator, (231) 832-7397.
911 PLAN AMENDMENT

Proposed Schedule-Tentative Amendment

November 17, 2015: Board adopts Tentative Plan Amendment

November 19, 2015: County Clerk mails a notice and copy of the amendment to all affected municipalities.

January 1, 2016: Deadline for all affected municipalities to "opt out" if they should decide to do so.

January 5, 2016: "IF" a municipality chooses to opt out, the plan amendment shall be amended by the Board.

January 11, 2016: 1st Publication on Final Hearing

February 8, 2016: 2nd Publication on Final Hearing

February 16, 2016: Public Hearing held by the Board
# County of Osceola

## BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

<table>
<thead>
<tr>
<th>FUND:</th>
<th>General ( )</th>
<th>245 Capital ( )</th>
<th>Special Revenue ( )</th>
<th>Debt Service ( )</th>
<th>Other ( )</th>
</tr>
</thead>
</table>

### REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building</td>
<td>249.371.479.00</td>
<td>$(______)</td>
<td>$(8,800)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$(______)</td>
<td>$(______)</td>
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<td></td>
<td></td>
<td>$(______)</td>
<td>$(______)</td>
</tr>
</tbody>
</table>

### EXPENSES:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cont. Ser. Electrical</td>
<td>249.371.808.000</td>
<td>$(4,800)</td>
<td>$(______)</td>
</tr>
<tr>
<td>Plumbing</td>
<td>249.371.808.812</td>
<td>$(1,000)</td>
<td>$(______)</td>
</tr>
<tr>
<td>Mechanical</td>
<td>249.371.808.019</td>
<td>$(3,000)</td>
<td>$(______)</td>
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<tr>
<td></td>
<td></td>
<td>$(______)</td>
<td>$(______)</td>
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<td>$(______)</td>
<td>$(______)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$(8,800)</td>
<td>$(8,800)</td>
</tr>
</tbody>
</table>

**Building Dept.**

Department Head Signature: 

**Board of Commissioners/Representative**

Recorded ( ) Motion/Resolution No.

Budget Amendment No. ____________

**Date**

11-06-05

**EXPLANATION:** Increased revenue to offset contract amounts due to inspectors. Per contract.
Osceola County Commission on Aging

Date: 11/6/2014

To: Board of Commissioners & Sue Vander Pol, County Coordinator

From: Scott Schryer, Commission on Aging Director

Re: Home Health Aide Positions

Dear Board and Susan,

The COA currently has 13 Home Health Aide position that can work up to 29 hours per week. All of the positions are full and we are continuing to see our client count grow. At this time I am asking to increase the number of part time positions to 16 so we can fulfill the needs of the seniors of Osceola County. Thank you for your time and consideration in this matter.

Sincerely,

Scott Schryer
Director, Osceola County Commission on Aging
Osceola County Commission on Aging

Date: 11/9/15

To: Board of Commissioners & Sue Vander Pol, County Coordinator

From: Scott Schryer, Commission on Aging Director

Re: Tustin Property North of Boomers

Dear Board and Susan,

I have been in contact with the owner of the property directly north of our meal site in Tustin, Mr. Van Haistma, and he is interested in selling the county his property. He has conveyed the following to me:

1. He would like $50,000 for the property, but would like to keep the shed
2. It was built in the 1950s
3. Has no asbestos
4. All heating pipes are visible and new within past 5-6 years
5. It has all new insulation, cellulous
6. Has a partial basement, approximately 1/2
7. Shingle roof
8. New vinyl siding and windows, 1 year old
9. Property lines goes back to the railroad right away
10. Although the house sits lower than our building there is enough land on the east side of the property to level it all off for a parking lot

I informed him I was not in a position to make this decision that it needed to go to the board. At which point he asked that I bring this to you for consideration on his behalf. He is willing to come to a board meeting if needed but would prefer to wait until he knows you have an interest. Attached you will find a copy of the 2015 summer tax bill which includes a property description. Thank you for your time and consideration in this matter.

Sincerely,

Scott Schryer
Director, Osceola County Commission on Aging
# BURDELL TOWNSHIP

## 2015 Summer Tax Bill

<table>
<thead>
<tr>
<th>PAYMENT INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>This tax is due by: 09/14/2015</td>
</tr>
</tbody>
</table>

Pay by mail to:
BURDELL TOWNSHIP TREASURER
MARY E HOLMES
PO BOX 144
TUSTIN, MI 49688-0144
231-829-3642

<table>
<thead>
<tr>
<th>TAX DETAIL</th>
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<tbody>
<tr>
<td>Taxable Value: 25,416</td>
</tr>
<tr>
<td>State Equalized Value: 28,500</td>
</tr>
<tr>
<td>Class: 401</td>
</tr>
<tr>
<td>Pre/AG/MBT %: 100</td>
</tr>
</tbody>
</table>

Taxes are based upon Taxable Value.
1 mill equals $1.00 per $1000 of Taxable Value.
Amounts with no millage are either Special Assessments or other charges added to this bill.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>MILLAGE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY ALLOC</td>
<td>6.40350</td>
<td>169.15</td>
</tr>
<tr>
<td>STATE ED</td>
<td>6.00000</td>
<td>158.49</td>
</tr>
</tbody>
</table>

**Total Tax** 12.40350 327.64
Administration Fee 3.27
Interest/Penalty 0.00
**TOTAL AMOUNT DUE** 330.91

Refer to back of bill for important information.
HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL AGREEMENT
BETWEEN
WEST MICHIGAN SHORELINE REGIONAL DEVELOPMENT COMMISSION
AND
Osceola County
301 West Upton Avenue
Reed City, MI 49677

This Intergovernmental Agreement ("the Agreement") is made between the West Michigan Shoreline Regional Development Commission (WMSRDC), 316 Morris Avenue, Suite 340, Muskegon, MI 49440 and Osceola 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, 2018, the end of the FY 2015 Homeland Security Grant.

PURPOSE OF AGREEMENT The WMSRDC and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the WMSRDC and the Political Subdivision, and the Region 6 Homeland Security Planning Board, regarding the 2015 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 WMSRDC was designated Fiduciary for the 2015 Homeland Security Grant Program by the Region 6 Homeland Security Planning Board.

The WMSRDC accepted the position of Fiduciary and as a result entered into the 2015 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 WMSRDC 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. **WMSRDC RESPONSIBILITIES**

   ➢ The WMSRDC shall comply with all requirements set forth in the Grant Program Agreement between the WMSRDC and the State of Michigan.

   ➢ The WMSRDC shall comply with all requirements set forth in the 2015 Homeland Security Grant Program Guidance.
The WMSRDC shall purchase equipment with Grant Program funds in accordance with the WMSRDC’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 2015 HSGP Agreement requirements, the WMSRDC (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 WMSRDC’s fiscal year, the WMSRDC must supply a copy of this inventory to the Michigan State Police.

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

The WMSRDC shall notify each Political Subdivision at the end of the fiscal year of the dollar amount of equipment that has been purchased for the Political Subdivision.

The WMSRDC 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 WMSRDC’s Executive Director shall execute the Forms and the __________ shall execute the Forms on behalf of the Political Subdivision.

The WMSRDC 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 WMSRDC’s Executive Director shall execute the Forms and the __________ shall execute the Forms on behalf of the Political Subdivision.

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

2. **POLITICAL SUBDIVISION RESPONSIBILITIES**

Upon receipt of equipment purchased with 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 WMSRDC 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 2015 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.

- 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 WMSRDC.

- The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the 2015 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 WMSRDC 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 WMSRDC 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.

➢ Except for equipment that is disposable or expendable, the Political Subdivision shall inform the WMSRDC if it plans to dispose of the equipment and work with the WMSRDC 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 WMSRDC 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 WMSRDC 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 WMSRDC, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

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

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 2015 Grant Program guidance, and the investments therein.

 DETERm ine (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 WMSRDC 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 2015 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 WMSRDC; 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 WMSRDC will only be through a resolution of its governing body, which will be copied to the WMSRDC. The request to Michigan State Police would be governed by the terms of the Grant Agreement. The WMSRDC 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 WMSRDC 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 Shoreline Regional Development Commission, it shall be addressed and sent to: Erin Kuhn, Executive Director, WMSRDC, 316 Morris Avenue, Suite 340, Muskegon, MI 49440.

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

- 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,** Erin Kuhn, Executive Director, West Michigan Shoreline Regional Development Commission, hereby acknowledges that she has been authorized by a resolution of the West Michigan Shoreline Regional Development Commission, to execute this Agreement on behalf of the West Michigan Shoreline Regional Development Commission, and hereby accepts and binds the West Michigan Shoreline Regional Development Commission to the terms and conditions of this Agreement.

**EXECUTED:**

Erin Kuhn, Executive Director
West Michigan Shoreline
Regional Development Commission

**DATE:**

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**WITNESSED:**

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**DATE:**

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**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:**

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**DATE:**

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**WITNESSED:**

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**DATE:**

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