COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, November 3, 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 October 20, 2015.

6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Osceola Housing Rehabilitation Program – Dan Massy.
   B. Discuss 2016 County’s Budget – Susan Vander Pol:
      1. Consider Adoption of Budget and 2016 Appropriations Act.
   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:
   A. Discuss Overtime in Prosecutor’s Office – Tyler Thompson.
   B. Discuss Evart Fire Station Addition – Jeremy Beebe.
   C. Discuss Y.A.C. Funding for 2015 – Kaye Frederick and Larry Emig.
   D. Discuss Employee Recognition for 2015 – Susan Vander Pol.

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.
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: Jeremy Beebe-E.M.S. Director, Pete Carlson-Community Correction Director, Rosie McKinstry-Equalization Director, Scott Schryer-C.O.A. Director, Lori Leudeman-County Treasurer, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and a few members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the agenda as amended. Motion carried.

Brief Public Comment: None.

Employee Comment: None.

Motion by Commissioner Gregory, seconded by Commissioner Wayne, to approve the minutes of October 6, 2015. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the current claims of the County in the amount of $ 49,416.33. Recommendation was unanimously supported.

Community Corrections SCRAM Program Update
Pete Carlson, Community Corrections Director, updated Board members on the progress of the SCRAM program adopted earlier this year. He reported all County purchased SCRAMs are in use and he is currently renting 22 more units due to the participation in the program. He then spoke about GPS units being used in the near future. Discussion was held.

C.O.A. Release & Hold Harmless Agreement
Scott Schryer, C.O.A. Director, along with Susan Vander Pol, County Coordinator, spoke about the Hold Harmless agreement with Roger VanHaitsma for tree removal near the Tustin Meal Site location. Discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the Release of Liability Waiver and Hold Harmless Agreement with Mr. Roger VanHaitsma and authorize the Chairman to sign. Recommendation was unanimously supported.

Commissioner Elkins asked for an update on the parking lot situation at the Tustin location. Susan Vander Pol, County Coordinator, reported the Road Commission has looked at the parking lot and does not feel they can do anything else at the site. They recommend we wait for re-paving in the spring, although he did suggest two other contractors we might contact for another opinion. Commissioner Elkins then spoke about a request he received about the name of the Tustin meal site location, currently known as Boomer's Rendezvous. Discussion was held.
**Rescinding of Motion #3C of October 6, 2015**
Karen Bluhm, County Clerk, explained that the Board, when passing the motion for the 911 Plan Amendment, did not provide a Public Hearing Date which was required. Because she did not have the hearing date, she was unable to comply with the legal timeline requirements of the process. Discussion was held.

*Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to rescind Motion No. 3C of October 6, 2015. Recommendation was unanimously supported.*

**Photo of Board of Commissioners & Elected Officials**
Commissioners discussed the possibility of having a photo taken of the County Commissioners and the Elected Officials. Commissioner Elkins and Commissioner Emig will work on the project.

**Closing County Buildings for Holiday Luncheon December 11, 2015**
Chairman Emig spoke about allowing the County Buildings to close on December 11, 2015 for a two (2) hour period allowing employees to share in a holiday luncheon. Discussion followed.

*Recommended by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the closure of the main courthouse and annex buildings from noon until 2:00 p.m. on December 11, 2015 to allow employees to attend a holiday gathering. Recommendation was unanimously supported.*

**2016 County Budget**
Susan Vander Pol, County Coordinator, reviewed a summary of requests from the various County departments needing to be addressed by the Board in order for her to finalize the proposed 2016 County Budget.

Jeremy Beebe, E.M.S. Director, explained his 2016 budget request to the Board regarding the raise increase requested for the pool employees. Discussion was held.

*Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the E.M.S. Pool staff rate of pay and policy no. 210.2018 for 2016 to reflect an additional increase of $5.50 per hour above the GELC Agreement 8 year step wage. Recommendation was unanimously supported.*

E.M.S. Director, Jeremy Beebe, then addressed his request for the change in compensation for Lieutenants. Discussion was held.

*Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to change the stipend amount for the E.M.S. Lieutenant position from $2,500 to $4,000. Recommendation was supported with Commissioner Wayne voting no.*

Discussion was held on the request for the part-time corrections officers to be placed at the same Level 7 on the new pay scale as they were on the old scale.

*Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to place the part-time Corrections Officer position at Level 7 of the Classification and Compensation Study scale. Recommendation was unanimously supported.*
Discussion was held on setting the salary for the Drain Commissioner based on the information in the Wage and Classification Study.

**Recommended by Commissioner Wayne, seconded by Commissioner Nehmer, to set the Drain Commissioner 2016 salary at $13,578.24. Recommendation was unanimously supported.**

No further action was taken on any other 2016 budget requests. Committee of the Whole recessed at 10:56 a.m.

Committee of the Whole reconvened at 12:17 p.m. with all Commissioners present.

**Budget Amendments, Cash Transfers and Journal Register Report**
No budget amendments or cash transfers were presented.

**Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the September Journal Entries Report from the County Treasurer as submitted. Recommendation was unanimously supported.**

**E.M.S. Northwest Quadrant/Tustin Station**
Jeremy Beebe, E.M.S. Director, updated the Board on the progress of the new Tustin station. He reported they should be operating out of that location by the end of November.

**E.M.S. Bad Debt Report for June-September 2015**
Jeremy Beebe, E.M.S. Director, asked for the Board to approve the bad debt for E.M.S. for the period of June through September 2015. A brief discussion was held.

**Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the E.M.S. write off for bad debt for the months of June through September in the amount of $10,932.49. Recommendation was unanimously supported.**

**Sheriff Office Renovation & Addition**
Susan Vander Pol, County Coordinator, reported the final payment on the new portion of the jail renovation has been made and they continue now with the remodel portion of the job.

**Overtime in Prosecutor's Office**
The Prosecutor did not attend the meeting. No action was taken.

**Chief Deputy Treasurer Position**
Lori Leudeman, County Treasurer, spoke to the Board regarding her written request to hire a new employee while the current employee remains on the payroll using paid benefit time, but is not actively working. Discussion was held.

**Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the request from the County Treasurer to post and hire for the position of Chief Deputy Treasurer now with payment of the wages through January 7, 2016 to come from the Delinquent Tax Funds. Recommendation was unanimously supported.**
Jail Purchase of a Convection Steamer
Jail Administrator, Russ Wayne, spoke about replacing the Convection Steamer since the current one is worn out. He presented bids on the purchase of a new one and advised the Commissary funds will pay for the purchase. A brief discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Halladay, to purchase a Convection Steamer with a water treatment system from Cooks Corrections in the amount of $6,146.00, with payment to come from the Jail Commissary Fund. Recommendation was unanimously supported.

Carpeting Bids for Main Courthouse & Jail
Susan Vander Pol, County Coordinator, advised they sent out ten (10) RFP’s for the carpeting in the Main Courthouse and Jail. Only two (2) vendors responded and she explained the bids. Discussion followed.

Recommended by Commissioner Wayne, seconded by Commissioner Nehmer, to approve purchase of carpeting from Van Drie Home of Cadillac in an amount not to exceed $10,450.00 with payment from the 245 Fund. Recommendation was unanimously supported.

Appointments to County Board of Canvassers
Karen Bluhm, County Clerk, advised it is time to appoint two (2) members to the Board of Canvassers for a period of four (4) years. One member from the Republican Party and one from the Democratic Party need to be selected. She was unable to locate a Democratic Chairman for the local county party, however she did contact the Republican Party Chair for a recommendation. She asked for the re-appointment of Joan Iler-Democrat and Pam Prichard-Republican to the Board of Canvassers.

Recommended by Commissioner Elkins, seconded by Commissioner Nehmer, to approve the appointments of Pam Prichard and Joan Iler to the County Board of Canvassers. Recommendation was unanimously supported.

PA 152 Opt In or Opt Out
Susan Vander Pol, County Coordinator, explained the Board must yearly decide to Opt "In" or "Out" according to PA 152. After some explanation of PA 152, she asked how the Board wished to proceed. Discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to choose to “Opt Out” for compliance with PA 152 for 2016. Recommendation was unanimously supported.

Employee/Board Comments: Rosie McKinstry, Equalization Director, made a brief statement regarding the Wage and Classification Study.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to adjourn at 12:49 p.m. Motion carried.

Karen J. Bluhm, County Clerk  Larry Emig, Chairman
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.
Legislative/Public Relations Inquiry Form

We are encouraging your office to notify us of any public relation activity scheduled and/or anticipated that is tied to this grant award.

Date: TBD

Activity: Grant award announcement in each of the three newspapers serving Evart and Reed City. The date of the announcement is dependent on the formal release of grant funds.

Please provide us with your Public Relations Coordinator contact information below:

Name: Dan Massy

Phone: (231) 832-7397

E-Mail Address: dmassy@osceolacountymi.com

If a future event is scheduled that is not identified above please notify your Community Development staff contact and Esther Haugabook, CD Liaison Public Relations.

PLEASE RETURN THIS FORM WITH YOUR SIGNED GRANT AGREEMENT DOCUMENTS
As the highest elected official of Osceola County, I designate the following individual(s) as Authorized Signer(s) for MSC-2014-0541-HOA to sign the associated Grant Agreement, submit FSR payment requests, and Grant Amendments, if applicable, for the aforementioned grant.

Date: 11/3/15
Authorized Signer Printed Name: Larry E. Emig
Title: Chair, Osceola County Board of Commissioners

Date: 11/3/15
Authorized Signer Printed Name: Alan Tiptt
Title: Vice-Chair, Osceola County Board of Commissioner

APPROVED BY HIGHEST ELECTED OFFICIAL:

Date: 11/3/15
Authorized Official Printed Name: Larry E. Emig
Title: Chair, Osceola County Board of Commissioner
CDBG Grant #: MSC-2014-0541-HOA

Effective Date: 10/1/2015

Source of Funds: **CDBG Federal – CFDA #14.228**


CDBG GRANT AGREEMENT

BETWEEN

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AND

OSCEOLA COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AND
OSCEOLA COUNTY

I. GRANT OFFER

The Michigan State Housing Development Authority (the "Authority"), acting pursuant to Community Development Act Of 1974, as amended (the "Act"), hereby offers to Osceola County (hereinafter the "Grantee"), grant assistance subject to the availability of federal Community Development Block Grant (CDBG) funds, terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is $189,862.

The term of work performance by the Grantee under this grant agreement is 10/1/2015 to 9/30/2017. The Authority will provide CDBG funds for the Grantee’s eligible expenses in accordance with the attached Conditions.

Dated this _____ day of ________________, _____.

________________________________________
Kevin Eisenheimer, Executive Director
Michigan State Housing Development Authority

The foregoing Grant Offer is hereby accepted and it is agreed that the funds provided will be used only as set forth in the Grant Agreement.

Dated this 3rd day of November, 2015.

WITNESSED BY: OSCEOLA COUNTY

Witness Signature

________________________________________
Authorized Official Signature Larry E. Emig
Chair, Osceola County Board of Commissioners

Type Name and Title of Authorized Official
II. GRANT TERMS

The Authority and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame (the “Grant Term”) and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A", which is attached and incorporated herein by reference.

2. The Grantee shall:
   
a. Expend all CDBG program funds in accordance with the requirements of 24 CFR 570 pertaining to eligible project costs for the CDBG program.
   
b. Comply with all the requirements now or hereafter in effect for Title II of the Community Development Act of 1974, the CDBG program, and the regulations appearing at Section 24, Part 570 of the Code of Federal Regulations (24 CFR 570 et seq.), including, but not limited to, the assurances and certifications contained in Section 30 of this Agreement.
   
c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of CDBG Funds, as administered by the U.S. Department of Housing and Urban Development and the Authority.
   
d. Utilize grant funds for the approved activities (excluding administration) at the following minimum expenditure rate, by the end of the:
      3rd quarter of the Grant Term, 15% expended; and
      4th quarter of the Grant Term, 30% expended; and
      6th quarter of the Grant Term, 75% expended; and
      8th quarter of the Grant Term, all grant funded activities substantially complete.

      The Authority expects all activities to be substantially complete with the first 24 months of the Grant Term. Funds not committed and/or expended in accordance with this schedule may be recaptured by the Authority.

      Funds not expended in accordance with this schedule be recaptured by the Grant Administrator.

      To account for occasional, unavoidable delays in some activities, the final two quarters of the Grant Term are for final reporting on grant progress and activities.

3. **Effective Date.** The effective date of this Agreement is 10/1/2015. Unless otherwise extended, suspended, or terminated by the Authority, this Agreement shall remain in effect until such time as the Grantee has: 1) expended or returned to the Authority the funds authorized hereunder; 2) met all terms and conditions for the receipt of funds pursuant to this Agreement.

4. **Disbursement of Funds.** The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Authority established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Authority. Further, in no event will a disbursement or further disbursements be made after a notice by the Authority of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Authority.
5. **Advancement of Funds.** If an advance of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose or another purpose permitted under this Agreement and approved by the Authority, or if the Grantee decides not to use the money, upon such disbursement or upon such decision, the Grantee shall immediately return to the Authority the funds advanced.

6. **Availability of Funds.** The State of Michigan CDBG Housing Program awards funds based upon year-to-date federal appropriations from HUD. Further, all Authority CDBG funding is subject to the availability of funds since the Housing Program is dependent upon federal appropriations and/or rescissions. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.

7. **Increase of Funds.** The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds as administered by HUD or the Authority.

8. **Monitoring.** The Grantee agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Authority may request.

9. **Records Retention Period.** The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of four (4) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Authority.

10. **Reporting Schedule.** The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Authority may require.

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<tr>
<th>TYPE OF REPORT</th>
<th>DUE DATE</th>
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<tr>
<td>A. Accounting Certification</td>
<td>Prior to disbursement of funds.</td>
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<td>B. Financial Status Reports (FSR)</td>
<td>The 15th of the month following the report period. Payment requests</td>
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<td>commonly referred to as</td>
<td>should be submitted at least quarterly but not more than monthly.</td>
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<td>&quot;payment requests&quot;</td>
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<td>C. Interim and Final OMB A-133</td>
<td>Nine months after the Grantee's fiscal year end in which the funds</td>
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<td>Audit reports prepared by a</td>
<td>governed by this Agreement have been expended. Please refer to the</td>
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<td>certified public accountant.</td>
<td>Community Development Division's Supplemental Audit Guide for</td>
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<td>additional audit instructions.</td>
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11. All reports, correspondence, and documents required under this Agreement shall be submitted to:
12. **Procurement.** The Grantee shall ensure that all procurement transactions shall be conducted in a manner that provides for maximum open and free competition.

13. **Reasonable Costs.** The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.

14. **Cost Overruns.** All cost overruns shall be the responsibility of the Grantee.

15. **General Compliance.** All aspects of the Grantee’s plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review and approval by Authority staff to ensure compliance with Authority, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Authority.

16. **Records Review.** The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Authority or its authorized representatives for review by the Authority to ensure conformity with the terms of this Agreement.

17. **Contractors and Subcontractors.** The Grantee, all contractors and subcontractors shall ensure that any construction, rehabilitation, or conversion implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe and sanitary conditions and meet all applicable local building codes.

18. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property, and shall observe the safety provisions of all applicable laws and building and construction codes.

19. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

20. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker’s compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee’s or contractor’s or subcontractor’s operations under this Agreement.

21. **Discrimination.** The Grantee agrees that all activities assisted pursuant to the terms and
conditions of this Agreement shall be open to all regardless of age, height, weight, marital status, familial status (except certain limitations for housing the elderly may be permitted by the Authority), sex, race, religion, disability, color, national origin, or creed and that all contractors, subcontractors, and lending institutions involved shall assure equal opportunity in all areas of employment and borrowing. This section shall be implemented in a manner consistent with state and federal law and MSHDA policy and to the extent allowed therein.

22. **Conflict of Interest.** If any member of the Grantee’s Board of Directors or staff has an identity of interest with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being advanced under this Agreement in the form of 10% or more voting stock in such business, or interest as a director or officer of such business, or financial interest directly or indirectly in an amount of 10% or more, or in the form of common immediate family membership, the Grantee shall make written disclosure of the nature and extent of the relationship to the Authority prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Authority.

23. **Liability.** The Authority, the State of Michigan, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

24. **Hold Harmless.**

   a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Grantee in the performance of this agreement shall be the responsibility of the Grantee, and not the responsibility of the Authority, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Grantee, any subcontractor, anyone directly or indirectly employed by the Grantee, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

   b. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Authority in the performance of this agreement shall be the responsibility of the Authority, and not the responsibility of the Grantee, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Authority, any subcontractor, anyone directly or indirectly employed by the Authority, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Authority or its employees by statute or court decisions.

   c. In the event that liability to third parties, loss or damage arises as a result of activities conducted jointly by the Grantee and the Authority in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the Grantee and the Authority in relation to each party’s responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies (or the Authority) or their employees, respectively by statute or court decisions.
25. **Violations of Grant Agreement.** The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Authority shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority.

26. **Suspension of Grant.** If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding to MSHDA for the CDBG program, or a decision to terminate in accordance with this Agreement. The Authority shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

27. **Termination for Cause.** The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Authority determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available to the Authority. The Authority shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority shall be in accordance with the legal rights and liabilities of the parties.

28. **Termination for Convenience.** The Authority or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Authority shall pay from available Grant funds; the Grantee’s share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.

29. **Remedies.** The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

30. **Specific Compliance Requirements.** The Grantee hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the CDBG program as implemented pursuant to regulations contained in 24 CFR Part 570 and as administered by the Authority on behalf of the State of Michigan. Such assurances and certifications include, but are not limited to, the following:

   a. The execution of this Agreement is authorized under State and local statutes, and the Grantee possesses the legal authority to implement the CDBG program described herein and in accordance with regulations contained in 24 CFR Part 570 et. seq.

   b. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.426, and HUD CPD Notice 04-11 to assure that any repayment, interest, and other program income shall be returned to the Authority. However, County CDBG Allocation Grantees may be eligible to retain CDBG program income if they meet HUD requirements and MSHDA Community Development Division (CD) requirements as outlined in CD Policy Bulletin #4 – “HOME, CDBG, & MSHDA
Program Income and Its Appropriate Use."

c. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.904 pertaining to equal opportunity and fair housing.

d. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.606 pertaining to displacement, relocation, acquisition, and replacement housing.

e. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.608 and 24 CFR Part 35 pertaining to the testing for and abatement of lead-based paint in HUD-associated housing.

f. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.611 pertaining to conflict of interest.

g. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.605 pertaining to flood insurance.

h. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.489(c) to assure that no funds available under this agreement are requested until funds are needed for payment of eligible costs. Further, the amount requested must be limited to the amount needed.

i. The Grantee shall comply with all other requirements of the CDBG program which may be now or hereafter applicable to a CDBG Grantee as determined by the Authority pursuant to the requirements of 24 CFR 570 et. seq.

j. The Grantee acknowledges and agrees that the housing quality standards for units assisted with CDBG program funds must, at a minimum, meet the housing quality standards contained in 24 CFR 570.251 for the duration of this Agreement.

31. **Severability.** The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

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Community Development Block Grant Agreement

Exhibit A
Grant Term: 10/1/2015 to 9/30/2017

Budget:

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<thead>
<tr>
<th>Component/Activity</th>
<th>Funds Awarded</th>
<th>Leverage Funds</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Costs: Administrative Costs</td>
<td>$28,962</td>
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<tr>
<td>Homeowner Assistance: Emergency Repair</td>
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<tr>
<td>Homeowner Assistance: Rehabilitation</td>
<td>$138,900</td>
<td>$24,135</td>
<td>$163,035</td>
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</table>

| TOTALS                                 | $189,862      | $24,135        | $213,997|
Program Description:
Osceola County will use grant funds for Homeowner Rehabilitation. This project will include Administrative costs. Osceola County will rehabilitate six (6) owner-occupied units in the cities of Reed City and Evart in Osceola County and complete four (4) emergency repairs throughout Osceola County.
**Special Conditions:**

There are no additional Special Conditions.

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**Pre-Disbursement Conditions:**

1. Completion of the National Environmental Policy Act (NEPA) Environmental Review Process in accordance with 24 CFR Part 58
To: County Treasurer

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:

Fund: General ( ) 245 Capital ( ) Special Revenue ( )
Debt Service ( ) Other Parks (x)

Revenue:
Account Number  Acct Name  Decrease  Increase

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Acct Name</th>
<th>Decrease</th>
<th>Increase</th>
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</thead>
<tbody>
<tr>
<td>508.000.702.004</td>
<td>Temp Emp</td>
<td>$</td>
<td>$ 9,800.00</td>
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<tr>
<td>508.000.702.003</td>
<td>Appt Official</td>
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<td>508.000.702.004</td>
<td>Perm Emp</td>
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<td>508.000.719.000</td>
<td>FICA</td>
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<td>Bank Charges</td>
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<td>508.000.860.000</td>
<td>Travel</td>
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<td>Bldg Maint</td>
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Total  $ 9,800.00  $ 9,800.00

Budget Amendment # 5

Julie Homan

10/20/15

Alan Reed

Park Administrator/Bookkeeper
dated

Date Signed

Park Commissioner/Date

County Commission Approval/Date