COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, March 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 February 17, 2015.

6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Sheriff Renovation and Addition Bid Results – Susan Vander Pol.
   B. Discuss Updated Policies and Procedures – Susan Vander Pol.
   C. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   D. Discuss E.M.S. Northwest Quadrant.

8. New Business:
   A. Discuss C.O.A. Marion and Reed City Meal Sites – Scott Schryer.
   B. Discuss Appointments to County Building Board of Appeals – Donald LaBrenz II.
   C. Discuss Land Bank Authority Annual Report – Dan Massy.
   D. Discuss E.M.D. WMSRDC 2014 Intergovernmental Agreement – Mark Watkins.

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 9:31 a.m. by Chairman Emig.


Also present: Scott Schyer-C.O.A. Director, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk and a few members of the public.

**Motion by Commissioner Elkins, supported by Commissioner Wayne, to approve the agenda as presented. Motion carried.**

Brief public comment: None.

Employee/Board comment: Scott Schryer, C.O.A. Director, commented on the new pay stub policy for employees that do not have email addresses. Discussion followed.

**Moved by Commissioner Gregory, supported by Commissioner Nehmer, to approve the minutes of February 3, 2015. Motion carried.**

**Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to approve the current claims of the County in the amount of $28,014.32. Recommendation was unanimously supported.**

Susan Vander Pol, County Coordinator, updated the Board on the bid process for the Sheriff’s Department renovation. She also updated the progress for the E.M.S. Tustin property deed.

**Wexford County Jail Agreement**
Russ Wayne, Jail Administrator, shared the new contract information for the Wexford County Jail Agreement. The only difference in the contract compared to prior years is the length of time.

**Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to approve the inmate housing agreement with Wexford County as presented and authorize the Chairman to sign. Recommendation was unanimously supported.**

**E.M.D. NACCHO Agreement**
Mark Watkins, Emergency Management Director, spoke about the NACCHO Agreement for the county.

**Recommended by Commissioner Gregory, supported by Commissioner Halladay, to approve the E.M.D. NACCHO Agreement and authorize the Chairman to sign. Recommendation was unanimously supported.**

**Section 19 Distribution**
Mark Watkins, Emergency Management Director, asked for the Board to authorize the distribution of the funds granted by Section 19. He stated that the funds would go to the departments that were affected by the flooding in 2014.

**Recommended by Commissioner Tiedt, supported by Commissioner Gregory, to authorize the distribution of the Section 19 Funds as designated by the attachment in the agenda. Recommendation was unanimously supported.**
Marion Eagles Community Space Agreement
Scott Schryer, C.O.A. Director, spoke about the agreement for renting space at the Marion Eagles.

Recommended by Commissioner Nehmer, supported by Commissioner Tiedt, to approve a one-year agreement with the Marion Eagles for utilizing their space for the Commission on Aging Meals program and activities and authorize the Chairman to sign. Recommendation was unanimously supported.

Sheriff’s Department 800 MHz Radios
Justin Halladay, Undersheriff, gave insight on the upgrade for the radios that the Sheriff’s Department uses. Rough estimate is ranging from $80,000 to $150,000. Discussion followed.

POAM/COAM Holiday Pay Payout
Susan Vander Pol, County Coordinator, explained that the Union would like to change the date that the Holiday pay is disbursed. Discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Tiedt, to approve changing the Holiday Pay payout in the POLC, POAM and COAM contracts through a Letter of Understanding to read to be paid the “first pay” of December. Recommendation was unanimously supported.

Budget Amendments and Cash Transfer
Commissioner Tiedt gave a review on the Budget amendment as presented. No cash transfers presented.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to approve the 2015 budget amendment as presented. Recommendation was unanimously supported.

Union Pay in Wage/Classification Study
Susan Vander Pol, County Coordinator, stated that the Unions have asked to see if the County will include the wages for Union members in the current study that is ongoing in the County. Discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Wayne to not include the union positions in the County’s Wage/Classification and Benefit study. Recommendation was unanimously supported.

Extended Public Comment: None.

Employee/Board Comment: Liaison reports given by Board members.

Motion by Commissioner Tiedt, supported by Commissioner Gregory, to adjourn at 10:49 a.m. Motion unanimously supported.

Courtney Causey, Deputy Clerk
Larry Emig, Chairman
# BID TABULATION FORM

**OWNER:** Osceola County  
301 Upton Ave.  
Reed City, MI 49667

**ARCHITECT:** Landmark Design Group, P.C.  
3883 Linden SE, Suite A - Grand Rapids, MI 48548

**PROJECT:** Osceola County Sheriff Office  
Addition and Renovation

**DATE:** Tuesday February 24, 2015  
2:00 p.m..

<table>
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<tr>
<th>GENERAL CONTRACTOR</th>
<th>BASE BID (Stipulated Sum)</th>
<th>Contract Time</th>
<th>% Changes</th>
<th>ADD 1,2,3</th>
<th>Bid Security</th>
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<td>BCI Construction, LLC.</td>
<td>$255,000.00</td>
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<td>Mann Construction, Inc.</td>
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<td>J.R. Heineman &amp; Sons, Inc</td>
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OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

POLICY NUMBER: 3010

POLICY TITLE: Unemployment Compensation Policy

Authorized by: Board of Commissioners

Date Implemented: Date Amended:

POLICY:

Purpose: To comply with federal and state laws regarding unemployment compensation for eligible employees.

Policy: Osceola County will provide statutory contributions to the unemployment compensation fund.

I. Standards.

a. Unemployment Compensation is available to provide a weekly supplement in periods of unemployment to eligible persons as determined by state law.

b. Osceola County makes contributions to the unemployment program to provide for unemployment compensation for employees as determined by state law. Employees may become eligible for unemployment due to layoff, termination due to no fault of the employee, reduced hours or other reasons.

c. The employee must apply for benefits directly with the appropriate unemployment agency. Osceola County is not responsible in any way for the application procedures and it does not make determinations on eligibility.

d. Payments made to the employee will not be supplemented by any additional payments from the County.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

POLICY NUMBER: 3011

POLICY TITLE: Wage Deduction Policy

Authorized by: Board of Commissioners

Date Implemented: Date Amended:

POLICY:

Purpose: To comply with state and federal laws concerning deductions that may be made from an employee's paycheck.

Policy: Osceola County will deduct from each paycheck only those amounts required by law or authorized by the employee.

I. Standards.

a. All deductions as required by state, federal, or local law, or by court order (e.g. garnishment of wages), shall be made.

1. The amount of the deductions will depend on earnings and on the information furnished on each W-4 form regarding the number of dependents and/or exemptions claimed.

2. The W-2 form received each year will indicate precisely how earnings were deducted for these purposes.

b. Payroll deductions include, but are not limited to:

A. Federal Withholding.
B. FICA. (Social Security and/or Medicare Tax)
C. State Income Tax.
D. Local Wage Tax and/or Occupational Tax
E. Retirement Savings (if applicable).
F. Correction of errors or obligations.
G. Union Dues (if applicable).
H. Miscellaneous Voluntary Deductions.
I. Other deductions authorized in writing by the employee.
POLICY NUMBER: **1017**

POLICY TITLE: **Hours of Work Policy**

Authorized by: Board of Commissioners

Date Implemented: 09/01/1997  
Date Amended: 

**POLICY:**

A. **WORK DAY AND WORK WEEK.**

The normal work day shall begin at **8:30 a.m.** and extend through **5:00 p.m.**

The normal public hours of operation shall be **9:00 a.m. to 5:00 p.m.**

The normal work week shall include five (5) days, being Monday through Friday of each week. **Exception: departments that provide emergency services normal week shall include seven (7) days, being Sunday through Saturday of each week.**

Departments with sufficient personnel may, at the discretion of the department head, elect to have certain employees work from **8:00 a.m. until 4:30 p.m.**, in so long as the department remains open until **5:00 p.m.** The normal work day and work week may be changed both as to the number of hours and the starting and quitting times.

B. **LUNCH PERIOD**

The lunch period shall be no longer than one (1) hour. All offices and departments with sufficient personnel shall remain open during the lunch hour. Ordinarily, this will mean that all County offices will be open over the noon hour during regular business days.

C. **BREAKS**

Employees shall be allowed a fifteen (15) minute break in each half day work period at a time and place acceptable to the department head. No pay or accumulation of time missed for breaks will be allowed.
STATEMENT OF POLICY

A. **WORK DAY AND WORK WEEK.**
The normal work day shall begin at 9:00 a.m. and extend through 5:00 p.m. The normal work week shall include five (5) days, being Monday through Friday of each week. Departments with sufficient personnel may, at the discretion of the department head, elect to have certain employees work from 8:00 a.m. until 4:00 p.m., so long as the department remains open until 5:00 p.m. The normal work day and work week may be changed both as to the number of hours and the starting and quitting times.

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The lunch period shall be one (1) hour. All offices and departments with sufficient personnel shall remain open during the lunch hour. Ordinarily, this will mean that all County offices will be open over the noon hour during regular business days.

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OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

POLICY NUMBER: 2009

POLICY TITLE: Termination of Employment / Service Policy

Authorized by: Board of Commissioners

Date Implemented: 09/01/1986

POLICY:

Notice of Resignation

Normally two (2) or more week written notice of intended resignation or separation of employment shall be expected of all employees.

Forfeiture of Benefits

Any employee thereafter rehired shall forfeit all previously accrued benefits, rights and seniority,
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY
MANUAL

POLICY SUBJECT: TERMINATION OF SERVICE

POLICY NO: 

PAGES: 1 OF 1

AUTHORIZED BY: BOARD OF COMMISSIONERS

IMPLEMENTED: 9/1/86

AMENDED:

STATEMENT OF POLICY

TERMINATION OF SERVICE

Notice of Resignation
Normally two (2) or more weeks written notice of intended resignation or separation shall be expected of all employees.

Forfeiture of Benefits
Any employee thereafter rehired shall forfeit all previously accrued benefits, rights and seniority.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

POLICY NUMBER: 3002

POLICY TITLE: RECORD OF HOURS AND LEAVE POLICY

Authorized by: Board of Commissioners

Date Implemented: Date Amended:

POLICY:

Elected Officials are not required to keep records of the hours they work.

The County may require Exempt employees to keep records/logs of the time they spend on various tasks they perform and where such tasks are performed. Exempt employees are required to report any absences from work for deduction from the appropriate awarded leave time, including sick, personal or vacation leave or other awarded leave time as provided by County policies on a bi-weekly time sheet.

All non-exempt employees of the County are required to complete bi-weekly time sheets which identify all hours worked, including overtime hours, sick leave, personal leave, vacation leave and all other absences of an employee. Time sheets must be signed and approved by the applicable Department Head or designee.

All original time sheets and department payroll reports must be submitted to the Payroll Clerk of the County Clerk’s office by 12:00 noon on the Monday following close of each bi-weekly payroll period. In the event that all of the county offices are closed due to holiday or inclement weather, all original time sheets and department payroll reports must be submitted to the Payroll Clerk the next business day. Time sheet records will be maintained by the County Clerk’s Office.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY
MANUAL

POLICY SUBJECT: RECORD OF HOURS AND LEAVE

POLICY NO: PAGES: 1 OF 1

AUTHORIZED BY: BOARD OF COMMISSIONERS

IMPLEMENTED: AMENDED:

STATEMENT OF POLICY

Department heads shall report bi-weekly, in writing, on pay vouchers submitted to the County Clerk’s office all hours worked by each employee and all sick leave and vacation taken by and other absences of employee.
POLICY NUMBER: **6002**

**POLICY TITLE:** Property of Osceola County Identification Policy

Authorized by: Board of Commissioners

Date Implemented: 07/09/1996

Date Amended:

**POLICY**

All County property with a value of $100.00 or more shall be inventoried with a County tag.

All County property with a value exceeding $100.00 shall be given an identification number. It is essential that upon the purchase of equipment it be tagged to show County ownership and be placed in the inventory system in order to insure it is covered under the insurance policies of the County. The number is to be attached to the equipment in a manner where it cannot be accidentally removed.

Should an item not be capable of being tagged, the information should be forwarded to the County Coordinator for notation and inclusion in the asset inventory and if applicable, the depreciation software program.

All items with a value of $2,000 shall be entered into the depreciation software program. (See Fixed Asset Policy 6004.)

Inventory information will be provided to the County Coordinator to be reported to the county's liability insurance carrier.
COUNTY OF OSCEOLA
PERSONNEL AND OPERATIONS POLICY MANUAL

POLICY SUBJECT: COUNTY PROPERTY IDENTIFICATION

POLICY NO.: PAGE 1 OF 1

AUTHORIZED BY: *** CURRENT PRACTICE

IMPLEMENTED: AMENDED:

STATEMENT OF POLICY

*** It is the current practice of the County that:

All County property with a value of $ 50.00 or more shall be inventoried with a County tag.

SUGGESTED POLICY: All County property with a value exceeding $ 50.00 shall be given an identification number. It is essential that upon the purchase of equipment it be tagged to show County ownership and be placed in the inventory system in order to insure it is covered under the insurance policies of the County. The number is to be attached to the equipment in a manner where it cannot be accidentally removed.

Inventory information will be provided to the administrative assistant of the board of commissioners to be reported to the county’s liability insurance carrier.
POLICY NUMBER: 6004

POLICY TITLE: Fixed Asset Capitalization & Disposal Policy

Authorized by: Board of Commissioners

Date Implemented: 08/08/00  Date Amended: 07/21/2005; 06/22/06

POLICY:
Any purchase exceeding $2,000 with a useful life greater than one year should be capitalized as a fixed asset. These assets should be depreciated over their life expectancy.

Every Department Head should notify the County Coordinator and County Treasurer of the expected life of the asset. If a purchase over $2,000 is being applied to an existing fixed asset (i.e. new motor for a truck), the existing fixed asset's life expectancy should be extended. This policy applies to all equipment and buildings.

Assets existing as of the date of this policy should be booked at their purchased price, not their replacement value. A list of all assets can be found on the County's insurance inventory sheets.

Disposal of Surplus and Scrap Fixed Assets:

Definition of Surplus and Scrap:

1. Surplus - Items owned by the County exceeding current needs, likely to exceed future needs, but still useful and of value; referred to as excess supplies.

2. Scrap - Property owned by the County that is of no further use to the County because of the effects of time, use or accident; also referred to as "obsolete equipment."

Disposition by Interdepartmental Transfer:

1. The County Coordinator/Purchasing Agent shall coordinate, whenever feasible, the disposition of equipment between departments. When a department head notifies the County Coordinator/Purchasing Agent's office of a piece of County owned equipment (not considered scrap or beyond repair) is no longer needed by that Department and if the County Coordinator/Purchasing Agent can find a suitable use
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL
for the equipment in another department, a transfer of equipment will be initiated, as such activity (when possible) would be economically beneficial to the County.

2. The value at which the property is transferred shall be the book value of the asset as carried on the accounting records.

3. The physical transfer of items shall be the responsibility of the respective affected departments.

4. Purchasing shall report all such transfers in the fixed asset file.

**Disposition by Trade-In:**
When deemed appropriate by the Purchasing Agent, bid documents used for the purpose of purchasing new, equipment to replace obsolete equipment may include a description of the old equipment to be replaced. In such bids, the price of the new equipment would be listed by bidders, the trade-in amount would be shown, and the new amount would represent the total bid. It shall be indicated in the bidding documents that the County reserves the right to purchase the lowest priced new equipment either inclusive or exclusive of trade-in value of old equipment depending upon the relative economics of each option.

**Disposition by Sale:**
If a Department Head determines they have salvage, surplus material or equipment for disposal or transfer, they will compile information on the items and forward the information to the County Coordinator's office. The Purchasing Agent shall determine the value of the salvage, surplus material or equipment. If the value is less than $300, the County Coordinator may dispose of the surplus in a manner which is determined to be in the best interest of the County. If the value is equal to or greater than $300, the Board of Commissioners may dispose of the surplus in a manner which is determined to be in the best interest of the County. If the surplus is disposed of by public sale, the following regulations will apply:

1. The Coordinator's Office shall post Notice of Sale in the County's main courthouse. Advertisements of sale may also be published in any newspaper or magazine likely to generate interest in the items being sold, and/or posted on the County's website.

2. The County shall neither warrant nor guarantee any items sold.

3. The County shall endeavor to list all known and major defects; although the County shall not be held liable and claim that all defects are known. All items shall be sold as is.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

4. No sale shall be invalid due to defects discovered after the sale, and all sales are final.

5. The County shall assume no responsibility nor in any way be held liable once the items are sold.

6. The Board of Commissioners shall grant the County Clerk authority to sign titles to Vehicles with a value less than $300. Vehicles with a value over $300 shall require a Board motion for authorization to sign the titles.

7. Upon notification of award, the buyer shall make payment in full to the County at the Treasurer's office with a certified check or any equivalent form of payment deemed acceptable by the Treasurer.

8. Surplus or scrap shall not be released by the county department responsible for its storage until proof of payment has been presented by the buyer.

9. The Buyer shall remove, at his/her own expense and within forty-eight (48) hours, all items purchased, unless other removal time has been approved.

10. County employees and/or their immediate family members are not eligible for direct open sale of items. If a sealed bid process is followed, county employees and/or their immediate family members may submit bids on items in the same manner as members of the general public.

Disposition by Auction:
When deemed to be in the best economic interest of the County, the Board of Commissioners may hire an auctioneer for the purpose of conducting a public auction (live or silent) for the disposal of surplus and scrap. Unless otherwise provided for, all monies derived from sale or auction shall be credited to the General Fund account of the County. County employees and/or their immediate family members are eligible to participate in the County's auction in the same manner as the general public.

Disposition of Scrap Equipment:
Equipment no longer functioning and not repairable may be destroyed by the Maintenance Department. Hard drives, in any computer equipment must have all data removed prior to disposal.
OSCEOLA COUNTY
PERSONNEL AND OPERATIONS POLICY MANUAL

Disposition of Scrap Metals:
Items comprised of recyclable metal determined to be scrap yet salvageable, shall be turned over to the Maintenance Department. The Maintenance Department shall periodically check with local scrap metal dealers to find the best market price for items to be recycled and process the same. Revenue from recycled metals shall go into the County's General Fund, or into other designated funds as specified by official actions of the Board of Commissioners.

Disposition of Firearms and Weapons:
In the interest of protecting public safety, firearms and weapons purchased with County funds shall be disposed of by the Sheriff's Department when necessary and in conformance to policies and procedures implemented by the Department as approved by the Sheriff and the Osceola County Board of Commissioners.

Notification of Disposal for Depreciation and Insurance Purposes:
A record of all items sold or scrapped will be remitted to the County Coordinator's office for the purpose of removing these items from the County Depreciation and Insurance Inventories.

Fixed Asset Storage Procedures:
If in the event a piece of equipment is not transferred, a trade in is not accepted, or the item sold, then that piece of equipment will be moved to a storage area for later disposition.

Sale Proceeds:
Proceeds from the sale of County owned property, unless otherwise approved by the Board, will be receipted into the County's general fund or into other designated funds as specified by official actions of the Board of Commissioners.
STATEMENT OF POLICY

Any purchase exceeding $2,000 with a useful life greater than one year should be capitalized as a fixed asset. These assets should be depreciated over their life expectancy. Every Department Head should notify the County Treasurer of the expected life of the asset. If a purchase over $2,000 is being applied to an existing fixed asset (i.e. new motor for a truck), the existing fixed asset's life expectancy should be extended. This policy applies to all equipment and buildings.

Assets existing as of the date of this policy should be booked at their purchased price, not their replacement value. A list of all assets can be found on the County's insurance inventory sheets.

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2. The value at which the property is transferred shall be the book value of the asset as carried on the accounting records.
3. The physical transfer of items shall be the responsibility of the respective affected departments.

4. Purchasing shall report all such transfers in the fixed asset file.

**Disposition by Trade-In:** When deemed appropriate by the Purchasing Agent, bid documents used for the purpose of purchasing new equipment to replace obsolete equipment may include a description of the old equipment to be replaced. In such bids, the price of the new equipment would be listed by bidders, the trade-in amount would be shown, and the new amount would represent the total bid. It shall be indicated in the bidding documents that the County reserves the right to purchase the lowest priced new equipment either inclusive or exclusive of trade-in value of old equipment depending upon the relative economics of each option.

**Disposition by Sale:** If a Department Head determines they have salvage, surplus material or equipment for disposal or transfer, they will compile information on the items and forward the information to the County Coordinator’s office. The Purchasing Agent shall determine the value of the salvage, surplus material or equipment. If the value is less than $300, the County Coordinator may dispose of the surplus in a manner which is determined to be in the best interest of the County. If the value is equal to or greater than $300, the Board of Commissioners may dispose of the surplus in a manner which is determined to be in the best interest of the County. If the surplus is disposed of by public sale, the following regulations will apply:

1. The Coordinator’s Office shall post Notice of Sale in the County’s main courthouse. Advertisements of sale may also be published in any newspaper or magazine likely to generate interest in the items being sold.

2. The County shall neither warrant nor guarantee any items sold.

3. The County shall endeavor to list all known and major defects; although the County shall not be held liable and claim that all defects are known. All items shall be sold as is.

4. No sale shall be invalid due to defects discovered after the sale, and all sales are final.

5. The County shall assume no responsibility nor in any way be held liable once the items are sold.

6. The Board of Commissioners shall grant the County Clerk authority to sign titles to Vehicles with a value less than $300. Vehicles with a value over $300 shall require a Board motion for authorization to sign the titles.

7. Upon notification of award, the buyer shall make payment in full to the County at the Treasurer’s office with a certified check or any equivalent form of payment deemed acceptable by the Treasurer.

8. Surplus or scrap shall not be released by the county department responsible for its storage until proof of payment has been presented by the buyer.
9. The Buyer shall remove, at his/her own expense and within forty-eight (48) hours, all items purchased.

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**Disposition of Scrap Equipment:** Equipment no longer functioning and not repairable may be destroyed by the Maintenance Department. Hard drives, in any computer equipment must have all data removed prior to disposal.

**Disposition of Scrap Metals:** Items comprised of recyclable metal determined to be scrap yet salvageable, shall be turned over to the Maintenance Department. The Maintenance Department shall periodically check with local scrap metal dealers to find the best market price for items to be recycled and process the same. Revenue from recycled metals shall go into the County’s General Fund.

**Disposition of Firearms and Weapons:** In the interest of protecting public safety, firearms and weapons purchased with County funds shall be disposed of by the Sheriff’s Department when necessary and in conformance to policies and procedures implemented by the Department as approved by the Sheriff and the Osceola County Board of Commissioners.

**Notification of Disposal for Depreciation and Insurance Purposes:** A record of all items sold or scrapped will be remitted to the County Coordinator’s office for the purpose of removing these items from the County Depreciation and Insurance Inventories.

**Fixed Asset Storage Procedures:** If in the event a piece of equipment is not transferred, a trade-in is not accepted, or the item sold, then that piece of equipment will be moved to a storage area for later disposition.

**Sale Proceeds:** Proceeds from the sale of County owned property, unless otherwise approved by the Board, will be receipted into the County’s general fund.
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:

FUND: General ( ) 245 Capital ( ) Special Revenue ( ) Debt Service ( ) Other ( )

REVENUE:

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TOTAL (35,000) (35,000)

Osceola COA
Department

Board of Commissioners/Representative
Recorded ( ) Motion/Resolution No.
Budget Amendment No.

Department Head Signature

2-25-15 Date
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**Total:** 38,542.00

38,542.00
March 3, 2015

BOARD OF COMMISSIONERS:

The following list of contractors have agreed to be appointed to serve on the “Board of Appeals” for the Building Department.

Herbert B. Phelps
Plumbing/Mechanical
17358 Meceola Rd.
Hersey, MI. 49639
231-832-3257
License #81-10058

George Hollingshead
Building Contractor
9920 River Rd.
Evart, MI. 49631
231-734-6044
License #2101105584

Sidney King
Building Contractor
8380 21 Mile Rd.
Marion, MI. 49665
231-743-6166
License #2101050938

Kevin Miller
Electrical Contractor
519 E Main St.
Marion, MI. 49665
231-743-6423
License #61-08230

Jim Peterson
Building Contractor
18882 140th Ave.
Leroy, MI. 49655
231-829-3780
License #2102153258

Keith Holmes
Building Contractor
19519 150th Ave.
Tustin, MI. 49688
231-878-1055
License #2101030235

Terrance Gerber
Building Contractor
415 S Morse St
Reed City, MI 49677
231-846-0047
License #2102113056

The appointments to this board must be approved by the chairman of the Board of Commissioners (Public Acts 1992-125.1514)

Thank you,

Donald LaBrenz II
Osceola County Building Official

DL/sar
February 18, 2015

Osceola County Board of Commissioners
Osceola County Treasurer
Michigan Land Bank Fast Track Authority

1. This annual report is filed as required by Section 7.09 of the Intergovernmental Agreement (IGA) between the Michigan Land Bank Fast Track Authority (MLBFTA) and the Treasurer of Osceola County, Michigan.

2. During 2014 no properties were disposed of or acquired. Procedures for acquiring parcels from the Michigan Land Bank Fast Track Authority were obtained and two parcels in Lincoln Township are currently under consideration.

3. Questions concerning this report should be directed to Dan Massy, (231) 832-7397 or dmassy@osceolacountymi.com.

Dan Massy
Secretary
This Intergovernmental Agreement ("the Agreement") is made between West Michigan Shoreline Regional Development Commission (WMSRDC), 316 Morris Avenue, Suite 340, Muskegon, MI 49440-1140 and Osceola County, a Michigan Municipal Corporation hereafter referred to as Political Subdivision. The term of this agreement is from the date of execution through May 31, 2016, the end of the FY 2014 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 2014 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.

WMSRDC was designated Fiduciary for the 2014 Homeland Security Grant Program by Region 6 Homeland Security Planning Board.

WMSRDC accepted the position of Fiduciary and as a result entered into the 2014 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 2014 Homeland Security Grant Program Guidance.

➢ The WMSRDC shall purchase equipment with the 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.

➢ The WMSRDC shall create, maintain, and update a list/inventory of all equipment purchased with Grant Program funds beginning at the time the Grant Program Agreement is executed and ending three (3) years after the Grant Program is closed. The list/inventory shall include the following: (1) the equipment purchased; (2) the cost for each piece of equipment; (3) what Political Subdivision the equipment is transferred to; and (4) the physical location of the equipment.

➢ The WMSRDC shall transfer ownership and legal title to the equipment purchased with Grant Program funds to 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 transferred to 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 2014 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 priorities established by the Board.

- 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.

- The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the 2014 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 2014 Grant Program guidance, and the investments therein.

- Determine (i) what will be purchased with the Grant Program funds, (ii) what equipment each Political Subdivision will receive, and (iii) convey this information to the 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 2014 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 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 WMSRDC will only be through a resolution of its governing body, which will be copied to WMSRDC. The request to
Michigan State Police would be governed by the terms of the Grant Agreement. WMSRDC may give 30 day 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 index 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 WMSRDC, it shall be addressed and sent to: Erin Kuhn, Executive Director, WMSRDC, 316 Morris Avenue, Suite 340, Muskegon, MI 49440-1140.

- If Notice is sent to the Political Subdivision, it shall be addressed 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, rescissions, 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: ______________________________  DATE: __________________
Erin Kuhn, Executive Director
West Michigan Shoreline
Regional Development Commission

WITNESSED: ______________________________  DATE: __________________

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

EXECUTED: ______________________________  DATE: __________________

WITNESSED: ______________________________  DATE: __________________