



CALHOUN COUNTY **SHERIFF**

Matthew M. Saxton, Sheriff

Timothy A. Hurtt, Undersheriff
James McDonagh, Chief Deputy

To: Calhoun County Board of Commissioners
From: Durk L. Dunham – Emergency Management Division
Date: March 31, 2016
Subject: 2015 Intergovernmental Funding Agreement

RECOMMENDED ACTION

The Calhoun County Sheriff's Office, Emergency Management Division, recommends the Board of Commissioners authorize the County Board Chair and County Administrator to sign the 2015 Homeland Security Grant Program Intergovernmental Funding Agreement between the County of Van Buren and the County of Calhoun in Michigan.

BACKGROUND

Calhoun County is a member of the 5th District Board which includes: Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, and Van Buren Counties, along with the City of Battle Creek. Each planning board is required to have a governmental agency act as a fiduciary for any funds provided. The County of Van Buren was selected and appointed fiduciary for the 2015 Homeland Security Grant Program by the 5th District Regional Homeland Security Planning Board.

BUDGETARY IMPACT

If this agreement is signed, it will allow the 5th District Fiduciary to legally distribute and receive funds on behalf of the Calhoun County Sheriff's Office, Emergency Management Division and would have no negative budgetary impact. The Emergency Management Division would continue to function in support of the 5th District and meet the forecasted training objectives. This money is directly related to current needs which allow Calhoun County to serve the community and protect its population.

Further, if the Board of Commissioners elects to not sign this agreement, Calhoun County would not receive any 5th District grant monies they would normally be eligible for. This would have a significant negative financial impact on Calhoun County and the Emergency Management Division. It would force Calhoun County to supply payment for all missing grant money activities. This could lead to the cancellation of exercises and drills which are directly responsible for pacing with current training objectives and overall safety of the citizens of Calhoun County.

ALTERNATIVES

Refusal to enter into the agreements as described would make Calhoun County ineligible for any 2015 Homeland Security Grant funding. Calhoun County would need to find alternative funding for any needed or required Emergency Management Homeland Security projects.

SPECIAL NOTE

This 2015 Intergovernmental Funding Agreement is for 2016, released to the 5th District agencies in February of 2016.

SUMMARY

The Calhoun County Sheriff's Office, Emergency Management Division, requests the County Board of Commissioners authorize the signing of the Intergovernmental Funding Agreement.

Respectfully Submitted,

Durk L. Dunham – Director EMD

www.calhouncountymi.gov

Battle Creek Office
161 East Michigan Ave.
Battle Creek, MI 49014
(269) 969-6450
Fax (269) 969-6428

Marshall Office
212 South Grand St.
Marshall, MI 49068
(269) 781-0880
Fax (269) 781-0882

Correctional Facility
185 East Michigan Ave.
Battle Creek, MI 49014
(269) 969-6303
Fax (269) 969-6305

Community Corrections
34 Green Street
Battle Creek, MI 49014
(269) 969-6790
Fax (269) 969-6728

Emergency Management
161 East Michigan Ave.
Battle Creek, MI 49014
(269) 969-6430
Fax (269) 969-6428

**2015 HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL FUNDING AGREEMENT
BETWEEN
COUNTY OF VAN BUREN
AND
COUNTY OF CALHOUN**

This Intergovernmental Funding Agreement ("the Agreement") is made between County of Van Buren, a Constitutional Corporation, 219 E Paw Paw Street, Paw Paw, MI. 49079 ("Fiduciary"), and the County of Calhoun, 315 W. Green Street, Marshall, MI. 49068, a Michigan Municipal Corporation ("Political Subdivision"). In this Agreement the Fiduciary and the Political Subdivision may also be referred to individually as "Party" or jointly as "Parties."

PURPOSE OF AGREEMENT. The Fiduciary and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the Fiduciary, the Political Subdivision, and the 5th District Regional Homeland Security Planning Board ("5DRHSPB") 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, purchase or reimbursement of services, and/or reimbursement for certain salaries and/or overtime.

County of Van Buren, Michigan was elected and appointed Fiduciary for the 2015 Homeland Security Grant Program by 5th District Regional Homeland Security Planning Board via a resolution dated November 16th, 2015.

County of Van Buren accepted the position of Fiduciary and as a result entered into the 2015 Homeland Security Grant Program Agreement with the State of Michigan and became the Subgrantee for the Grant Program.

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

1. FIDUCIARY RESPONSIBILITIES:

- 1.1. The Fiduciary shall comply with all requirements set forth in the Grant Program Agreement between the Fiduciary and the State of Michigan.
- 1.2. The Fiduciary shall comply with all requirements set forth in the 2015 Homeland Security Grant Program Guidance.
- 1.3. The Fiduciary shall purchase equipment with the Grant Program funds in accordance with the Fiduciary's purchasing policies and procedures. The 5DRHSPB shall determine what type of equipment will be purchased and who shall receive such equipment.
- 1.4. The Fiduciary 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 (05/31/2021). 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.
- 1.5. Transfer of Ownership Forms will be completed and executed by the Fiduciary and the **Director of the Calhoun County Office of Emergency Management** on behalf of the Political Subdivision.
- 1.6. The Fiduciary shall transfer ownership and legal title to the equipment purchased with Grant Program funds to Political Subdivisions, designated by the 5DRHSPB, via the Transfer of Ownership Form.
- 1.7. The Fiduciary shall notify each Political Subdivision at the end of the Fiduciary's fiscal year of the dollar amount of equipment that has been transferred to the Political Subdivision.
- 1.8. The Fiduciary shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the 5DRHSPB. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form, are properly executed by the Parties.
- 1.9. The Fiduciary shall reimburse the Political Subdivision as directed by the 5DRHSPB, with Grant Program funds for salaries for Political Subdivision employees and/or

agents. Such funds shall only be transferred after the applicable Request for Reimbursement Forms, are properly executed by the Parties.

- 1.10. The Fiduciary shall file this Agreement pursuant to law and provide executed copies of this Agreement to the 5DRHSPB, Chairman and the applicable Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES:

- 2.1. Upon receipt of equipment purchased with Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Form, 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 Fiduciary receives an executed Transfer of Ownership Form. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership.
- 2.2. Upon execution of the Transfer Ownership Form, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
 - 2.2.1. Operation of the equipment;
 - 2.2.2. Maintenance and repair of the equipment;
 - 2.2.3. Replace or repair Equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
 - 2.2.4. Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of Equipment;
 - 2.2.5. Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
 - 2.2.6. Training for use of the equipment, if training is not included with the purchase of the equipment; and
 - 2.2.7. Liability for all Claims arising out of the Political Subdivision's use of the equipment.
- 2.3. The Political Subdivision shall comply with and shall use the equipment in accordance with the 2015 Homeland Security Grant Program Guidance.
- 2.4. The Political Subdivision shall keep the Fiduciary informed of the location of the equipment. 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 Fiduciary immediately. The information required by this Section shall

be provided to the Fiduciary upon execution of the Transfer Ownership Form and continue until three (3) years after the close of this Grant Program (05/31/2021).

- 2.5. The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer Ownership Form on its Schedule of Expenditures of Federal Awards.
- 2.6. Except for equipment that is disposable or expendable, the Political Subdivision shall inform the Fiduciary if it plans to dispose of the equipment and work with the Fiduciary regarding any issues associated with disposal of the equipment.
- 2.7. The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment, including but not limited to, costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.
- 2.8. The Political Subdivision shall make the equipment available to the Fiduciary and State and Federal Auditors upon request.
- 2.9. Prior to reimbursement for the purchase of services and/or for salaries or overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable requests for Reimbursement Forms are properly executed. The Fiduciary, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

3. 5TH DISTRICT REGIONAL HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES:

The Parties agree and acknowledge that the 5th District Regional Homeland Security Planning Board shall have the following responsibilities:

- 3.1. Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivisions in the Region;
- 3.2. Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;
- 3.3. Hold public meetings, subject to the Michigan Open Meetings Act;
- 3.4. 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 program requirements;
- 3.5. Establish sub-committees to carry out its work;

- 3.6. Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and
- 3.7. Determine what will be purchased with the Grant Program funds, determine what equipment each Political Subdivision will receive, and convey this information to the Fiduciary immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT.

- 4.1. The 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 here to shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES.

- 5.1. 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.
- 5.2. 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.
- 5.3. 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.

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 Forms 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 Forms for all equipment ordered by the Fiduciary 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 another 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.

15.1. If Notice is sent to the Fiduciary, it shall be addressed and sent to: Van Buren County Sheriff's Office Attention; Homeland Security Grant Fiduciary, 205 S. Kalamazoo

Street, Paw Paw, MI. 49079, with a copy to County of Van Buren, Chairman of the Board of Commission, 219 E. Paw Paw Street, Paw Paw, MI. 49079 and a copy to Kalamazoo County Office of Emergency Management, Chairman of 5th District Regional Homeland Security Planning Board, 1500 Lamont Ave, Kalamazoo, MI 49048.

- 15.2. If Notice is sent to the Political Subdivision, it shall be addressed to: County of Calhoun, Chairman of the Board of Commissioners, 315 W. Green Street, Marshall, MI. 49068..
- 15.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Parties in writing of the change.

16. GOVERNING LAW. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.

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

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

19. DEFINITIONS. The following words and expressions used throughout this Agreement, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows.

- 19.1. **Agreement** means the terms and conditions of this Agreement, the Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, or addendum.
- 19.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiduciary or Political Subdivision, as defined herein, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 19.3. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 19.4. **Fiduciary** means County of Van Buren, a Constitutional Corporation including, but not limited to, its Board, any and all of its departments, divisions, elected and appointed officials, directors, board members, council members, commissioners,

authorities, committees, employees, agents, volunteers, and/or any such persons successors.

- 19.5. **Political Subdivision** means the County of Calhoun, a Michigan Municipal Corporation including, but not limited to, its Council, Board, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such person's successors.
- 19.6. **Region** means the area comprised of the Counties of; Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph and Van Buren. This Region mirrors the existing State Emergency Management 5th District and the Office of Public Health Preparedness Bio-Defense Network region.
- 19.7. **5th District Regional Homeland Security Planning Board** means the Regional Homeland Security Planning Board for Region 5, as created by the Michigan Homeland Protection Board, and is comprised of the Counties of; Allegan, Barry, Berrien, Branch, Calhoun, Cass, Kalamazoo, St. Joseph, and Van Buren. The Region mirrors the existing State Emergency Management 5th District and the Office of Public Health Preparedness Bio-Defense Network region.
- 19.8. **2015 Homeland Security Grant Program ("Grant Program")** means the grant program described which began September 1, 2015 and ends May 31, 2018. The purpose of the Grant Program is to prevent, deter, respond to, and recovery from incidents of national significance including, but not limited to, threats and incidents of terrorism.
20. **Compliance**; All Political Subdivisions shall comply with all board approved project requirements by means of submission of required forms, documents, and information. All Political Subdivisions shall be required to meet all Board approved deadlines, Fiduciary and equipment requirements or grant funding will be withheld or denied.

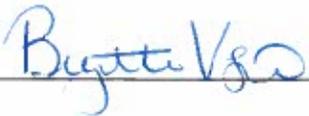
IN WITNESS WHEREOF, Fiduciary, Van Buren County Sheriff's Office, hereby acknowledges that he has been authorized by a resolution of the Van Buren County Board of Commissioners, to execute this Agreement on behalf of the County of Van Buren, and hereby accepts and binds the County of Van Buren to the terms and conditions of this Agreement.

EXECUTED: 

DATE: 1-20-16

Dale R. Gribler

Sheriff for the County of Van Buren

WITNESSED: 

DATE: 1/15/16

Brigitte Vegter, Fiduciary

Van Buren County Sheriff's Office

IN WITNESS WHEREOF: Chairman of the Board of Commissioners Derek King for the County of Calhoun and Kelli D. Scott, County Administrator/Controller for County of Calhoun, hereby acknowledges that he/she has been authorized by a resolution of the Board of Commissioners for the County of Calhoun to execute this Agreement on behalf of the County of Calhoun, and hereby accepts and binds the County of Calhoun to the terms and conditions of this Agreement.

EXECUTED: _____

DATE: _____

Derek King

Chairman of the Board of Commissioners

County of Calhoun

EXECUTED: _____

DATE: _____

Kelli D. Scott

County Administrator/Controller

County of Calhoun

IN WITNESS WHEREOF, Chairman, 5th District Regional Homeland Security Planning Board, hereby acknowledges that he has been authorized by a resolution of the 5th District Regional Homeland Security Planning Board, to execute this Agreement on behalf of the 5th District Regional Homeland Security Planning Board, and hereby accepts and binds 5th District Regional Homeland Security Planning Board to the terms and conditions of this Agreement.

WITNESSED: Pat Wright DATE: 1-28-16
Pat Wright, Chairman
5th District Regional Homeland Security Planning Board