



**Calhoun County Board of Commissioners
Thursday, March 5, 2009, 7:00 p.m.**

**Board of Commissioners Meeting Room
Marshall, Michigan**

DRAFT

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| <p>LISA GEROW <i>District 1</i></p> <p>TERRIS E. TODD <i>Vice Chairman, District 2</i></p> <p>JIM HAADSMAN <i>District 3</i></p> <p>MIKE RAE <i>Chairman, District 4</i></p> <p>JULIE CAMP <i>District 5</i></p> <p>REBECCA ROCHO <i>District 6</i></p> <p>KIRK A. LEE <i>District 7</i></p> | <ol style="list-style-type: none">1. Call to Order/Roll Call 2. Invocation by Reverend Kelly Hadlich of Battle Creek Friends Church 3. Pledge of Allegiance 4. Approval of Agenda 5. Approval of Minutes: February 5, 2009 6. Citizens' Comments 7. Elected/Appointed County Officials' Comments 8. Special Order of Business:<ol style="list-style-type: none">A. Corporation Counsel and Freedom of Information Act Coordinator Appointment 9. Consent Agenda<ol style="list-style-type: none">A. Petitions, Communications, Reports:<ol style="list-style-type: none">(1) Copy of a communication remitted to Mr. Ken Blight and Mr. Art Blight, Albion residents, received from the Michigan Department of Agriculture advising that they have met all of the requirements set forth by the MAEAP Farmstead System. (To be received and placed on file, with a copy remitted to Health Officer Jim Rutherford) B. Resolutions:<ol style="list-style-type: none">(1) Calhoun County Jury Board Appointment (Term Expires April 30, 2015)<ol style="list-style-type: none">{a} Ann Lyon |
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10. **Special Committee/Workshop/Board Reports**
11. **Unfinished and Old Business**
12. **Petitions and New Business:**
 - A. **County Administrator/Controller's Report**
 - (1) **Equalizer Internet Services Agreement -- *attachment***
(Action: Motion to Approve)
 - (2) **Law Enforcement Services Agreement -- *attachment***
(Action: Motion to Approve)
 - (3) **FY 2008 Year End Budget Amendment (TO BE PROVIDED)**
(Action: Motion to Approve)
13. **Citizens' Time**
14. **Commissioners' Time**
15. **Claims Payable Listing**
16. **Announcements**
17. **CLOSED SESSION: Labor Negotiations**
18. **Open Session:**
 - A. **I.U.O.E. Labor Agreement Ratification -- *attachment***
(Action: Motion to Approve)
19. **Adjournment**

ADDITIONAL INFORMATION

Questions regarding agenda items may be answered prior to the meeting by contacting the Board of Commissioner's Office at 781-0910.

Persons with disabilities who need accommodations to effectively participate in County Board meetings should contact the County Administrator's Office at 781-0966 a week in advance to request mobility, visual, hearing or other assistance. Agenda for Calhoun County Board Meetings can be found on the internet at <http://www.calhouncountymi.gov>

March 5, 2009

12.A. (1)

RESOLVED, that the Calhoun County Board of Commissioners approve the Equalizer Internet Services Agreement between Bellefeuil, Szur & Associates, Inc. and Calhoun County for the period of May 1, 2009 through April 30, 2010; further, authorize the Board Chairman to execute the Agreement on behalf of Calhoun County.



Calhoun County

Office of the County Administrator
"Building A Better County Through Responsive Leadership"

MEMORANDUM TO: Calhoun County Board of Commissioners

FROM: John Hippensteel ^{JKH}
Deputy Director of Equalization

DATE: March 5th, 2009

RE: BS&A Website for Assessment Data; Recommendation for Approval

RECOMMENDED COUNTY COMMISSION ACTION

County Commissioner approval is requested for approval of a contract with BS&A software to host a website with the County's assessment information on it. There is no cost to the county for the hosting of the website. Individuals may go to the website and pay a \$2.00 per hit fee for the assessment information. Of this \$2.00 fee 20% will be returned to the County on a quarterly schedule.

BACKGROUND

Currently in the Calhoun County Equalization Department if the public wants to find information on a parcel they must come in, call, or fax the department the request. The department staff then takes the information and looks up the parcel data and prints a paper copy of the information for the customer and the customer is charged \$2.00 for a fax or \$0.50 per page for walk-in customers. This service is currently available Monday through Friday from 8 a.m. until 5 p.m. except on holidays when the county building is closed.

The assessment software created by BS&A and used by the Equalization Department was designed to be used with an on-line version of the software for the public to use to look up information via the internet. This system is a web based operation and can provide the assessment data to the general public 24 hours a day 7 days a week including nights and holidays. The software will be provided to the county free of charge and BS&A will implement and provide the support for the program. They will also add our county to the directory of the other 430 units that have a BS&A website available and there will be a link from the County web page to the assessment information web site. This web site is built to link to a GIS system to display the parcels in GIS as well as provide the assessment information.

ALTERNATIVES

The County has the option to not proceed with the website. To not proceed with the website would keep the responsibility of answering requests on the staff.

The other alternative is to purchase the website access. This would allow the County to choose to charge per hit fee, or not charge a fee, and the total revenue would go to the County. The cost of this option is \$17,000.

BUDGETARY IMPACT

Budgetary wise the department would be impacted by a lose of \$1.60 per document, or an estimated \$420 per year, retrieved through the website rather than by the Equalization Staff. The public would still have the ability to contact us for the information to be faxed for a fee.

STAFFING IMPACT

The impact of the website would be to free up time from the appraisal staff and records clerk to preform other duties, such as working on Equalization studies which should be the appraisal staffs main focus, save time faxing and reviewing information for customers. In the summer time the appraisal staff is out conducting field work which leaves customer questions to me after the records clerk leaves at 1 pm until appraisal staff returns at 4:30.

SUMMARY

To provide better customer service and enhanced access to information for the general public it is requested that the Board of Commissioners authorize the contract with BS&A software.

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DATA HOSTING AND WORLD WIDE WEB DISPLAY
"PAY PER HIT" SERVICE AGREEMENT FOR THE
EQUALIZER INTERNET SYSTEM
A SERVICE PROVIDED BY BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and Calhoun County, State of Michigan, hereinafter referred to as the "County".

WITNESSETH:

Whereas the Corporation is the owner of the copyrighted, proprietary computerized World Wide Web display system entitled "Equalizer Internet System" (the "Program"); and

Whereas the County and the Corporation desire to enter into this World Wide Web public record data display service agreement whereby the County's data would be displayed on the Program by the Corporation on the terms and conditions set forth herein.

Now, therefore, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period commencing on the 1st of May, 2009, the Corporation will display the data of the County on its Program and server for access by the County and its permitted users via the Internet, together with support during the Corporation's normal business hours (the "Services") for a fee of \$0. Users of the System will be charged a per hit fee. Revenue generated from the Service will be shared between the County and Corporation, with 20% to the County and 80% to the Corporation. The Corporation will administer all tasks of the service including registering users and the collection of fees.
2. Commencing one year from the date of this agreement, the Program and telephone support during BS&A Software's normal business hours shall be available to the County for a fee of \$0. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination.
3. The purpose of the system is to augment the dissemination of public information, not replace the opportunity for citizens and business professionals to obtain the same data in person for a nominal fee or no cost. It is understood that the Corporation is charging the users a fee to cover various software maintenance and development costs incurred by the Corporation along with providing users the convenience of accessing the data by way of remote computer, not for the data itself.
4. This Agreement is not transferable or assignable by the County without the prior consent of the Corporation.
5. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.
6. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.
7. It is agreed and understood that if the County defaults in the performance of any of the terms of this agreement and fails to correct such default within 30 days after receipt of written notice from the Corporation, the Corporation shall have the right to terminate this Agreement.
8. Limitations.
 - a. Corporation will not be liable for any damages the County or its users or customers may suffer arising out of acts of God, use or inability to use Corporation's Program or failure to provide the Services. In no event shall Corporation be liable for unauthorized access to the County's transmission facilities or equipment or for unauthorized access to or alteration, theft or destruction of the County's or its users' data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Corporation will not be liable for indirect, incidental, special or consequential damages for any lost property or data of the County or its users or customers.
 - b. The County and its users and customers are solely responsible for the content of the data hosted on the Program and any transmissions of any County and any third party utilizing such County's facilities or Corporation's facilities. Use of other organizations' network or computing resources are subject to their respective permission and usage policies. The

County, for itself and its users and customers, agrees to comply with all applicable laws with regard to the transmission and use of information and content, the privacy and confidentiality of all information and content, and solicitation of any activity that is prohibited by applicable law over the Internet. The County, for itself and its users and customers, further agrees not to use the Internet service for illegal purposes, or to interfere with or disrupt other network users, network services or network equipment. The County, for itself and its users and customers, shall be liable for and shall indemnify and defend Corporation from and against any claims in any way arising from or related to customer use or inclusion of any information, photographs, art work or other content (including without limitation claims based on invasion of privacy, right of publicity, the Communications Decency Act of 1996, obscenity or pornography, and the violation of any states or ordinances or other laws).

- c. The County, for itself and its users and customers, understands that Internet use, and related products and Programs provided under this Agreement, may require registration and related administrative reports which are public in nature.
- d. Failure by the County, and, with respect to any user or customer, such user or customer, to comply with the terms of this Agreement will result in immediate termination of this Agreement, and the County shall not be entitled to the return of any fees paid herewith.
- e. The County, for itself and its users and customers, agrees not to export or re-export (including by way of electronic transmission), directly or indirectly, any software or technical data through the Internet without first obtaining any required export license or governmental approval.

- 9. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.
- 10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the County agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

THE CORPORATION MAKES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM OR THE SERVICES WILL MEET ANY OR ALL OF THE COUNTY'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAM ERRORS IN THE SOFTWARE CAN BE FOUND IN ORDER TO BE CORRECTED.

THE CORPORATION SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM BY THE COUNTY, USE OF THE PROGRAM BY ANY THIRD PARTY, OR ANY THIRD PARTY PERFORMANCE OR LACK THEREOF. FURTHERMORE THE CORPORATION HAS NO LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OR LACK THEREOF OF THE HOSTED AND DISPLAYED DATA PROVIDED BY THE COUNTY. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE CORPORATION SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE SERVICES, THE PROGRAM, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR CORPORATION'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FORE GOING, LOSS OF REVENUE, PROFIT OR USE.

- 11. ~~Indemnification and Hold Harmless~~. To the fullest extent permitted by law, Corporation agrees to defend, pay on behalf of, indemnify, and hold harmless Calhoun County, its elected and appointed officials, employees, and volunteers and others working on behalf of Calhoun County against any and all claims, demands, suits, or loss including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Calhoun County, its elected and appointed officials, employees, and volunteers and other working on behalf of Calhoun County by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. Corporation will not be liable for any damages arising out of an act of negligence by the County, its elected and appointed officials, employees, and volunteers and other working on its behalf.
- 12. ~~Insurance~~. Corporation shall provide the County with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not limited to, personal injury, bodily injury, property damage and contractual liability. Corporation shall have the County listed as an additional insured on the certificate of insurance (to the extent of the liability which Corporation assumes under this Agreement). The insurance certificate shall state that the insurance policy cannot be amended or canceled unless the County is given thirty (30) days written

notice. The insurance company issuing the certificate shall strike from the certificate the usual words in the cancellation clause of the certificate which state "endeavor to" or "failure to mail such notice shall impose no obligation or liability of any kind upon the company." Corporation shall also furnish to the County a certificate of insurance covering Corporation's workers compensation responsibilities for Corporation's employees. Failure of Corporation to provide the certificates of insurance or receipt by the County of a Notice of Cancellation of the insurance policies by Corporation's insurance company(s) shall constitute a material breach of this Agreement and the County may then, at its sole option, terminate this Agreement immediately.

Bellefleur, Szur, & Associates:

Representing County:

Date: May 1, 2009

Date: _____

Tax Identification #



BS&A SOFTWARE
 14965 ABBEY LANE
 BATH, MI 48808
 PHONE: 517-641-8900
 FAX: 517-641-8960
 www.bsasoftware.com

**PROPOSAL TO
 CALHOUN COUNTY**

EQUALIZER INTERNET SERVICES

Option A: Your municipality can use the Internet Services **free of charge** in exchange for allowing BS&A to charge the users a per-hit fee. **With this option, you pay us no money.** We set up your system, configure the web site, and your users pay a per-hit fee using a credit card to view the data. **In this option, you may display a County Master File (Assessing & Tax) and Delinquent Taxes. With this option, the County is entitled to 20% of the pay-per-hit revenue.** Notes: Taxpayers are allowed to view their own property information free; County personnel can use the system 'in-house' without a charge.

| | |
|---------------------------|---------------|
| Unit's Yearly Cost | FREE |
| End Users' Cost | |
| Local Unit Assessing | \$2.00/record |
| County Master File Lookup | \$2.00/record |
| Local Unit Tax System | \$2.00/record |
| Delinquent Tax System | \$2.00/record |
| PRE Audit System | \$2.00/record |

Recommended hardware for real-time data: BS&A recommends that you have a dedicated workstation class machine which will process all IS requests which in turn relays the requests to the appropriate server(s) where the data resides. Ultimately, using a dedicated workstation will allow the service to run more efficiently and improve security.

Required Personnel or Remote Access for real-time data: BS&A Software requires that all real-time hosted sites have either an on-staff IT person, or grant BS&A Software a remote terminal services ability to the machine which the real-time service is installed. This is necessary to ensure service availability and quality.

As part of Internet Services, BS&A provides an **online directory of customers** who host data online using our software. The intent of this directory is to allow interested parties an accessible list of online data. Directory membership is included free, with the use of Internet Services and can be accessed by logging on <http://directory.is.bsasoftware.com>.



BS&A SOFTWARE
14965 ABBEY LANE
BATH, MI 48808
PHONE: 517-641-8900
FAX: 517-641-8960
www.bsasoftware.com

Please select one of the following payment options:

Option A

Quoted by: Ted L Droste _____, January 14, 2009

Accepted by: _____, Date: _____

Signature above constitutes an order for products & services as quoted in this proposal

PLEASE COMPLETE THE FOLLOWING FOR OUR RECORDS:

Contact Name John Hippensteel
Mailing Address Equalization Department
(if PO Box, please provide Street Address for UPS
or Overnight Mail Shipments)
Street Address 315 W Green St.

City, State Zip Marshall, MI 49068
Phone Number 269-781-0747
Fax Number 269-781-0647
Email hippensteel@calhouncountymi.gov

March 5, 2009

12.A. (2)

RESOLVED, that the Calhoun County Board of Commissioners approve the Law Enforcement Services Agreement between the County of Calhoun and the Township of Convis for the period of February 1, 2009 through January 31, 2013, and shall renew annually thereafter; further, authorize the Board Chairman to execute the Agreement on behalf of Calhoun County.



Office of the Sheriff
Calhoun County, Michigan
INTER-OFFICE MEMO

To: Calhoun County Board of Commissioners

From: Sheriff Allen L. Byam

Date: February 19, 2009

Re: **AGREEMENT FOR LAW ENFORCEMENT SERVICES FOR THE TOWNSHIP OF CONVIS.**

RECOMMENDATION

The Office of the Sheriff requests the Board to authorize the Board Chair to sign the Contract for Law Enforcement Services with the Township of Convis.

BACKGROUND

The Office of the Sheriff has continued to look for ways to enhance law enforcement services to the citizens of the county. We board out of county inmates to provide regular law enforcement services in the county. Some local governments request more than the mandated law enforcement services the Sheriff is required to provide. For several years Convis Township has contracted for additional law enforcement services with the Office of the Sheriff. We provide one full-time officer that works exclusively in the township.

ALTERNATIVES

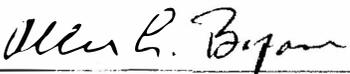
The County could refuse to enter into this agreement.

BUDGETARY IMPACT

The township has agreed to pay for 110% of the direct cost of the deputy. This is a five year agreement with a self renewal clause.

SUMMARY

The Office of the Sheriff requests the Board Chair to sign this agreement.



Allen L. Byam, Sheriff

FEB 23 2009

COUNTY OF CALHOUN POLICE PROTECTION AGREEMENT

This Agreement is made by and between the County of Calhoun, Michigan, hereinafter referred to as "County"; the Sheriff of Calhoun County, Michigan, hereinafter referred to as "Sheriff", and the Township of Convis, Calhoun County, Michigan, hereinafter referred to as "Township".

WITNESSETH:

WHEREAS, Act 246 of the Public Acts of 1945, as amended [MCL 41.181 et seq] authorizes a township, by resolution, to appropriate funds and call upon the sheriff of the county to provide special police protection for the township, including enforcement of local township ordinance, and

WHEREAS, Act 33 of the Public Acts of 1951, as amended [MCL 41.801 et seq] further authorizes a township to appropriate funds for police protection, motor vehicles and equipment and, in general, to establish a police department for police protection within the township; and

WHEREAS, the Township accordingly desires to enter into an Agreement with the Sheriff and the County for additional police protection within the township.

NOW, THEREFORE, in consideration of the promises covenants, and conditions hereinafter contained, **IT IS HEREBY AGREED** by and between the parties hereto as follows:

1. The Township, under the authority of the aforementioned Public Acts, hereby calls upon the Sheriff to furnish additional special police protection within the Township for the enforcement of state and local laws and ordinances of the Township, subject to the terms and conditions hereinafter contained. Within the limitations of available manpower, the Sheriff hereby covenants and agrees to furnish such additional police protection under such terms and conditions
2. For the period February 1, 2009 through January 31, 2013, the County and the Sheriff agree to provide one (1) full-time patrol officer, with appropriate experience, together with at least one in-service patrol vehicle, for forty (40) hours per week, to serve the Township with additional special police protection exclusively within the confines of the Township, at such times and hours as agreed upon by the Sheriff and the Township, and as permitted by collective bargaining agreement. However, the schedule shall be agreed upon, prepared, and posted no less than thirty (30) days before the first day on which the schedule is to begin. Adjustments made for special events must be requested and approved no less than five (5) working days before the date of the requested adjustment. In addition, the County and the Sheriff agree to provide the necessary indirect services associated with their performance under this agreement. ([T]he indirect expenses include, but are not limited to,

equipment, supplies, clerical and secretarial services, necessary command and administrative support services, insurance, communication systems, follow-up investigations, records, crime lab, etc, which must be issued in the Township's name. Additional police protection for the Township may be provided by the County if both parties agree in writing that such services are needed and the County has the qualified personnel to provide the requested enhanced service.

3. The patrol officer assigned to the Township by the Sheriff under this agreement shall prepare written reports, complete police and traffic records, testify in court, and perform all other functions necessary to the successful prosecution of offenses and enforcement of state and local ordinance. The patrol officer shall also serve such criminal warrants as may be necessary in the enforcement of state statutes and Township ordinances.
- 4.. The Sheriff shall provide the Township with regular reports of activities including daily dispatch reports, the number and nature of calls responded to, traffic enforcement activity reports, etc. Sheriff shall consult with the Township to determine the form and nature of the reports. Reports shall be provided to the Township the first of each month.
5. During the 40 hour per week time period that the above referenced patrol officer is providing service exclusively to the Township, the Sheriff shall meet or exceed a 6 minute initial response time for personal injury accidents, criminal offenses involving injury or the threat of injury, and offenses in progress involving property damage and other serious criminal activity requiring immediate police action. This response time standard shall be met 90% of the time calculated on a monthly basis.
6. All persons employed in performance of such services and functions for the Township pursuant to this agreement shall be County employees and not employees of the Township. No person providing services to the Township hereunder shall acquire any Township pension, civil services status or rights by reason of such employment with the County.
7. Township specifically grants authority to the County and its Sheriff and Sheriff's Department to enforce state law and Township ordinances with the boundaries of Convis Township to the full extent the Township is authorized under Michigan law to exercise its police power. For the purpose of performing services and functions hereunder relating to and within the scope of this agreement, and only for the purpose of giving official status to the performance thereof, each County officer and employee engaged in performing any such service or function shall be deemed an officer of the Township while so performing.
8. The Township shall not be liable for the direct payment of any salaries, wages , benefits or other compensation and shall not incur liability other than as provided for in this agreement.

9. The Township shall not be liable for compensation or indemnity to any County employee for injury or sickness arising solely out of his or her employment.
10. Neither party, its officers, employees or agents shall be liable for intentional or negligent acts of the other party or any officers, employees or agents thereof. Each party shall hold the other party harmless from damages, including the cost of litigation, resulting from intentional or negligent acts of the other party or any officer, employee or agent thereof.
11. For the performance of the above described services, the Township agrees to pay the County for all direct costs (defined as, but not limited to, wages, benefits, training expenses, uniform cleaning expenses, and vehicle and equipment repair expenses) while the deputy is performing "on-duty" work for the Township. The Township shall also pay an additional ten percent (10%) of the direct costs, representing indirect expenses incurred by the County for the deputy(ies). Payments shall be made within 10 days of receipt of the County invoice.

Payments shall be remitted to the following address:

Calhoun County Treasurer's Office
315 East Green Street
Marshall, Michigan, 49068

12. At the end of the five year term the contract shall renew annually unless either party notifies the other party in writing of its intention not to renew by November 1 of the respective current contract year. The Township may submit a written request describing changes in police services they desire and the Sheriff agrees to open negotiation at that time.
13. The normal Sheriff's police protection shall be continued within the Township, and shall not be reduced as a result of this Agreement, nor as a result of additional police service provided hereunder. Police officers assigned to the Township under this Agreement shall enforce Township ordinances, as well as State law, and county ordinances. The officer(s) shall not be utilized by the Township for functions or duties other than those related to law enforcement or police protection.
14. All police officers shall be deputy sheriffs, and under the jurisdiction of, and solely responsible to the Sheriff.
15. The Township agrees to allow the assigned deputy six (6) training days, which will be considered as on-duty hours
16. Any dispute or controversy over any of the provisions hereof, of the administration of this Agreement, shall be arbitrated between the parties,

bearing in mind the general purpose of this Agreement is to afford greater police protection and law enforcement within the Township.

17. This agreement shall continue until one of the parties hereto delivers a written notice to all other parties of this Agreement of an intent to terminate the agreement. Ninety (90) days after delivery of such notice, this Agreement shall end, and be null and void thereafter. This Agreement may also be terminated pursuant to the provisions of paragraph 12 hereof, if the Township or the County indicate their unwillingness to continue the Agreement.
18. This Agreement constitutes the entire agreement between the parties, and may only be amended by the written agreement of all parties. All correspondence shall be delivered in person or sent via registered mail to the Convis Township Supervisor or the Calhoun County Sheriff.
19. If any provision in this Agreement is declared illegal or unenforceable by a court of law, such provision shall be severed from the remainder of the Agreement, and such action shall not affect the enforceability of the remaining provisions of the Agreement.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below:

COUNTY OF CALHOUN

TOWNSHIP OF CONVIS

Dated: _____

Dated: _____

Chairperson
Calhoun County Board of Commissioners

Julia Shafer
Convis Township Supervisor

SHERIFF

Dated: _____

Allen L. Byam, Sheriff
Calhoun County Office of the Sheriff

Marilyn McCleary
Convis Township Clerk

March 5, 2009

18. A.

RESOLVED, that the Calhoun County Board of Commissioners ratify the Collective Bargaining Agreement between Calhoun County and the International Union of Operating Engineers for the period of January 1, 2009 through December 31, 2011; further, authorize the Board Chairman to execute said Agreement on behalf of Calhoun County.