

**AGREEMENT BETWEEN
THE COUNTY OF MUSKEGON
AND**

Volunteers of Muskegon County Animal Control, DBA Pound Buddies

For Board and Care of Impounded Dogs & Animal Control Services

This Agreement is made by and between the **County of Muskegon**, a municipal corporation and political subdivision of the State of Michigan, having its principal place of business at 990 Terrace Street, Muskegon, Michigan 49442, (hereinafter referred to as the “County”) and **Volunteers of Muskegon County Animal Control, DBA Pound Buddies**, a Michigan non-profit corporation, having its principal place of business at 839 Ashlee Court, Norton Shores, MI, 49441, (hereinafter referred to as “Contractor”)

I. AUTHORITY

The County of Muskegon has the authority and/or obligation to oversee and/or enforce: MCL 287.266 – 287.277; Michigan Public Act 339 of 1919 (Dog Law); and the Muskegon County Animal Control Ordinance.

II. PURPOSE

The purpose of this Agreement is a) to contract for services for the board and care of dogs impounded by law enforcement agencies and b) to contract for services for the Animal Control Officers/Agents to enable the County to meet its statutory obligation in an efficient and professional manner.

III. SCOPE OF SERVICES

Contractor is contracted to a) Board and Care of Impounded Dogs and provide office hours, dog food, water, shelter, other humane treatment, animal shelter licensing, rabies vaccinations (if needed), reporting, and all other associated duties through qualified personnel in a manner which conforms to all applicable federal, state and local laws, rules and regulations and all applicable standards of pertinent agencies and applicable professional associations, and b) Animal Control Services through qualified personnel in a manner which conforms to all applicable federal, state, and local laws, regulations, rules, and all applicable standards of pertinent agencies and applicable professional associations as defined in Exhibits A, & B.

IV. RESPONSIBILITIES OF CONTRACTOR

During the term of this Agreement, Contractor is responsible for the following:

Board and Care of Impounded Dogs

- A. Contractor shall assure that cage space is available to house stray or homeless dogs that were not licensed and/or were running at large in violation of the Dog Law of 1919, as most recently amended, which were brought to the shelter location by law enforcement agencies.
- B. Contractor will maintain suitable office hours for the convenience of the public and for the purpose of transacting business in connection with the duties listed in this contract and for the purpose of receiving dogs from law enforcement agencies or redemptions of impounded animals.
- C. Contractor must provide food, water, shelter or other humane treatment and care for such dogs while in their possession during the reclaim period specified in MCL 287.388 (*4 or 7 day hold period depending upon identification found on dog*). After the reclaim period, Contractor is to take final custody of the animal and make the determination whether to adopt, transfer, or humanely euthanize the dog.
- D. Contractor must acquire and maintain an animal shelter license and comply with all sections of Act 287 or 1969 (Pet Shops, Dog Pounds and Animal Shelters). Contractor must also comply with any other applicable State statutes or local ordinances (if applicable) pertaining to the care and adoption of dogs provided that any failure to comply caused by the County's failure to maintain the Shelter Building pursuant to section V subparagraph B of this agreement shall not be the responsibility of the Contractor.
- E. Contractor will assure that all dogs adopted have a current rabies vaccination and will also sell licenses for those dogs, if the owner resides in Muskegon County. The license information, along with the fees collected, must be submitted to County Treasurer's Office, on a monthly basis (due on the 10th of the following month).
- F. Contractor must submit monthly reports to the County Administrator detailing the disposition of all dogs dropped off to the shelter by law enforcement agencies (due the 15th of the following month).
- G. Contractor will provide cage space and access to the shelter as needed for the quarantine of animals that need to be observed by Public Health staff for rabies for a minimum of ten days.

- H. Contractor will provide veterinary services, space and refrigeration (if needed) for biological samples that need to be sent to the lab; and access to the shelter for Public Health staff responsible for sending the samples to the lab.
- I. Contractor will provide housing and care for animals that are evidence in cases involving animal neglect or cruelty laws per the Muskegon County Sheriff's Department.
- J. Contractor may use the County owned shelter for the first six (6) years of this agreement, rent-free, located at 1300 East Keating, Muskegon, Michigan 49442. Contractor will be solely responsible for the cost of utilities (electricity, gas, sewer, and water) and the labor and material associated with general maintenance (i.e. janitorial) of the Shelter not to exceed \$500.00/per occurrence during the contract period.
- K. Contractor will charge license fees and require appropriate licensing of Muskegon County dogs prior to release.
- L. Contractor, within six (6) years of the execution of this agreement shall construct new or relocate to a non-county owned animal shelter.

Animal Control Services

- A. Contractor will maintain suitable office hours for the convenience of the public and for the purpose of transacting business in connection with duties listed in this agreement and for the purpose of receiving dogs from law enforcement agencies or redemptions of impounded animals.
- B. In addition to the reporting requirements in subparagraph F of this section, Contractor will also submit monthly reports to the County Administrator. These monthly reports will detail all information on the disposition of all animals Contractor takes possession of. This submission will be made on a monthly basis, due on the 15th of the following month. This report may be included in the report outlined in section IV, subparagraph F.
- C. Contractor will provide cage space and access to the shelter as needed for the quarantine of animals that need to be observed by Public Health staff for rabies for a minimum of ten days.
- D. Contractor will provide veterinary services, space, and refrigeration (if needed) for biological samples that need to be sent to the lab and access to the shelter for Public Health staff responsible for sending the samples to the lab.
- E. Contractor will provide housing and care for the animals they take in possession of in cases involving animal neglect or cruelty laws per the Muskegon County Sheriff's Department.

- F. Contractor will charge and remit to the County any impound and boarding fees collected by Contractor for dogs taken in by law enforcement.
- G. Contractor will not use any County funds towards the board and care of cats.

V. RESPONSIBILITIES OF THE COUNTY

- A. County shall maintain insurance coverage on the building structure covering damage or destruction of the building itself.
- B. County shall be responsible for major repairs to the building or building systems. Major repairs shall be defined as any repair necessary for proper performance of the building or building system as intended which cost exceeds \$500.00 so long as the repair is not necessary due to abuse, vandalism or other reasons other than normal wear. County shall be responsible for lawn maintenance and snow removal.
- C. County shall not be responsible to maintain anything modified by Contractor without prior County approval.
- D. County shall perform periodic walkthrough tours of the building to observe the condition and use of the building.
- E. Section V of this agreement shall terminate when the Contractor constructs or relocates to a new non-county owned animal shelter.

A. INSURANCE REQUIREMENTS

Contractor as a part of this Agreement shall be required to maintain insurance coverage as specified below:

- A. Workers' Compensation Coverage for its employees with statutory limits and Employer's Liability coverage with limits of:
Coverage A – Compensation as required by State
Coverage B – Employer's Liability to \$500,000.00
- B. Commercial General Liability – Coverage not less than provided on the standard ISO 1993 Form, which includes contractual liability, personal injury, board form property damage, extended liability, and where applicable, products liability coverage, with coverage limits of:
Per occurrence - \$1,000,000
- C. Comprehensive Automobile Liability – Coverage not less than provided on the standard ISO 1990 Form, which includes contractual liability coverage and coverage for all owned, hired, and non-owned vehicles with limits of:

Bodily Injury and Property Damage, Any One Accident or Loss - \$1,000,000

- D. Umbrella or Excess Liability
Per occurrence - \$1,000,000

Contractor shall name the County of Muskegon as an additional insured and shall provide proof of the coverage listed above at or before the execution of this Agreement.

B. TAXES

County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by State, Federal, or local taxing agencies, Contractor agrees to reimburse County promptly for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, without limitation the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

C. HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its subsidiaries, departments, division, and agencies and their respective officials, officers, directors, employees, and agents from and against any and all liability, litigation, causes of action, and claims, by whomsoever brought or alleged, and regardless of the legal theories upon which based, and from and against all losses, costs, expenses, and fees and expenses of attorneys and expert witnesses resulting there from on account of, relating to, or arising out of bodily injury or death of any person or on account of damage to property, including loss of use thereof, arising or allegedly arising out of or resulting from this Agreement.

The foregoing indemnity of the County shall include, but is not limited to, claims alleging or involving the negligence of Contractor, its sub-contractors, or the joint negligence of Contractor and its sub-contractors, except to the extent that such liability may be found by way of final judgment to have resulted in whole or in part from the negligence, recklessness and/or willful misconduct of the County.

D. RELATIONSHIP OF THE PARTIES

It is strictly understood that the relationship created by this document between the County and Contractor is that of an independent contractor and nothing in this document creates an employer/employee relationship.

E. DAMAGES TO PROPERTY

Responsibility for damage or theft of County or Contractor's property directly caused by Contractor, its employees or volunteers during the course of shelter service operations shall be

assumed by Contractor. A written report of same and cause of damage, if known, must be submitted to County Facilities Management within seventy-two (72) hours following the discovery of the occurrence.

F. COMPENSATION / PAYMENT SCHEDULE

Contractor agrees to charge the County and the County agrees to pay Contractor as follows:

Board and Care of Impounded Dogs

Year 1:	\$235,000
Year 2:	\$235,000
Year 3:	\$239,700
Year 4:	\$244,494
Year 5:	\$249,384
Year 6:	\$254,372
Year 7:	\$259,459
Year 8:	\$264,648
Year 9:	\$269,941
Year 10:	\$275,340
Year 11:	\$280,847(County Option)
Year 12:	\$286,464 (County Option)

Animal Control Services

Year 1:	\$32,000
Year 2:	\$32,000
Year 3:	\$32,640
Year 4:	\$33,293
Year 5:	\$33,959
Year 6:	\$34,638
Year 7:	\$35,331
Year 8:	\$36,037
Year 9:	\$36,758
Year 10:	\$37,493
Year 11:	\$38,243(County Option)
Year 12:	\$39,008(County Option)

Billing shall be made by monthly invoice and will not exceed 1/12 of the annual cost. Services rendered will not be considered complete until monthly reports are submitted.

- A. This Compensation / Payment Schedule apply only to the Scope of Services and Responsibilities outlined in Sections III and IV of this Agreement. All modifications or amendments of the services to be performed hereunder shall be made only by the written mutual consent of the parties hereto, and may require additional compensation.

- B. Itemized invoices must be received within thirty (30) days of the service provided. Payment will be made by the County within thirty (30) days of receipt of invoice and upon receipt of required reports to the County.
- C. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following, FICA (Social Security), unemployment insurance contributions, income tax, disability insurance and worker's compensation insurance.

G. OWNERSHIP OF DOCUMENTS

County shall be the owner of the following items incidental to the Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any materials under this section except after prior written approval of County.

H. ASSIGNMENT

Contractor shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of County and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

I. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

J. TERM

This Agreement shall commence on October 1, 2019, and shall continue through September 30, 2029. The County has the right to exercise two one-year options at its sole discretion by notifying the Contractor on or before 90 days preceding the date the agreement expires.

K. TERMINATION

- A. By County
County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's financial hardship or because of the failure of Contractor

to fulfill the obligations herein, upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to County all data estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process.

1. For Financial Hardship. County may terminate the Agreement upon ninety (90) days written notice. Following notice of such termination, Contractor shall promptly cease work and notify County as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

2. For Cause. Should Contractor default in the performance of this Agreement or materially breach any of its provision, County may, at County's sole option, terminate this agreement with thirty (30) days written notice, which shall be effective upon receipt by Contractor.

B. By Contractor (Contractor)

Should County fail to pay Contractor all or any part of the payment set forth in this agreement, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

1. For Cause. Should County default in the performance of this Agreement or materially breach any of its provision, Contractor may, at Contractor's sole option, terminate this agreement with thirty (30) days written notice, which shall be effective upon receipt by County.

L. NO WAIVER OF DEFAULT

No delay or omission of either party to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to either party shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.

M. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct waiver or estoppel.

N. COMPLIANCE WITH LAW

Contractor shall, at its sole cost and expense, comply with all local, state, and federal ordinances and statues now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County be a party thereto or not, that Contractor has violated any such ordinance or statute shall be conclusive of that fact as between Contractor and County.

O. TERMS AND CONDITIONS

The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.

P. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

Q. MISCELLANEOUS

- A. All notices, required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if and when hand delivered or duly sent by registered mail:

To Contractor: Connie Karry
839 Ashlee Ct.
Norton Shores, MI 49441

To County: Muskegon County Administrator
990 Terrace Street
Muskegon, MI 49442

- B. None of the parties under this Agreement shall assign any of its rights or delegate any of its duties under this Agreement unless it has obtained the prior written consent of the other parties.
- C. All parties to the Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, person, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any State and/or Federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms of conditions of any contract or agreement to which Contractor is obligated, which breach would have a material effect there on.
- D. This Agreement is not intended to confer benefits or rights upon any person or entity not a party to the Agreement, and the terms and conditions hereof shall not be interpreted or construed to give rise to any right or benefit of any third party.
- E. This Agreement constitutes the entire Agreement of the parties. All prior agreements between the parties, either written or oral, are merged herein and shall be of no force and effect.
- F. This Agreement is binding upon the parties hereto, their respective successors, and permitted assigns.
- G. The Contractor assures that in accordance with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title IX of the Education Amendment of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), the Regulations issued there under by the U.S. Department of Health and Human Services (45 CFR Parts 80, 84, 86, and 91), the Michigan Handicapper's Civil Rights Act (1976, P.A. 220), and the Michigan Civil Rights Act (1976, P.A. 453), no individual shall, on the ground of race,

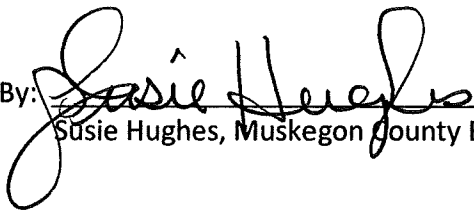
creed, age, color, national origin or ancestry, religion, sex, marital status, or handicap be excluded from participation, be denied the benefit of, or be otherwise subjected to discrimination or harassment under any program or activity provided by this Contractor.

H. Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records at any time during Contractor's regular business hours or upon reasonable notice.

IN WITNESS WHEREOF, the parties have executed this Agreement.


COUNTY OF MUSKEGON

Dated: 10-22-2019, 2019

By: 
Susie Hughes, Muskegon County Board Chair

Volunteers of Muskegon County Animal Control, DBA Pound Buddies

Date: 9/26/19, 2019

By: 
Lynn Jazdyk, Board President/Chair

Employer Identification #: 38-3590598

MUSKEGON COUNTY, MICHIGAN

CLASS TITLE

ANIMAL CONTROL OFFICER

DISTINGUISHING FEATURES OF THE CLASS

The Animal Control Officer shall be approved by the Michigan Department of Agriculture and Rural Development per MCL 287.289b and is responsible for responding to calls for service and enforcing animal control laws, the public health code, ordinances, and regulations. The Animal Control Officer may assist with investigative complaints, maintains kennel facilities, impounds animals and performs related duties as assigned.

SUPERVISION RECEIVED

An employee in this class, under the direction of the Program Supervisor and/or Program Coordinator, performs job duties on an independent basis with reasonable latitude for independent judgment and discretion, subject to periodic evaluation and review, in accordance with policies and procedures established by the Health Department.

SUPERVISION EXERCISED

Generally none.

TYPICAL EXAMPLES OF WORK PERFORMED

(The following examples are intended to be descriptive but not restrictive.)

Performs animal/vector control activities necessary to safeguard public health;
May be assigned duties, which they are qualified for, outside of their normal activities in the event of a public health emergency according to the approved MCHD All Hazard Response Plan;
Conduct animal bite investigations according to approved procedures;
Receives and investigates reports regarding stray, dangerous, unwanted or uncontrolled dogs and other animals;
Impounds dogs, cats and other animals;
Issues citations and/or court appearance tickets in order to enforce animal licensing statutes, the public health code, ordinances, and regulations;
Cares for and feeds impounded animals;
Write reports and/or enter activities into the computer;
Maintains equipment;
Answers inquiries from the public concerning all areas of operation;
Cleans and maintains kennels as periodically assigned;
Performs other related duties as assigned.

EXPERIENCE, TRAINING, KNOWLEDGE, SKILLS AND ABILITIES

A. Required Experience and Training

1. Possess an Associate's Degree from an accredited college or university with an emphasis in Criminal Justice, Public Health, Biological Sciences, or other related field; **OR**
2. Must be a high school graduate or have a certificate of completion of the General Education Development Test (GED); **AND**
3. Must have a valid unrestricted Michigan driver's license.
4. Must not have been convicted of:
 - a. A violation of criminal law. (Criminal law generally includes all offenses except traffic law, conservation law and liquor law. In general, a conviction for a violation of criminal law is automatically disqualifying.)
 - b. Three (3) moving violations in the twenty-four (24) months prior to application.
 - c. Driving while under the influence of alcohol or drugs.
 - d. Two (2) or more times of reckless driving or once of reckless driving accompanied by aggravating circumstances.
 - e. Offenses which resulted in lost driving privilege through suspension or revocation of any driving license.



B. Special Requirements

An employee in this class that has not completed the required 100 hours of animal control training approved by the Michigan Department of Agriculture prior to employment shall complete that training within 60 days of the hire date.

C. Required Knowledge, Skills and Abilities

- Knowledge of or ability to learn state animal laws, the public health code, ordinances and regulations;
- Knowledge of and interest in dogs, cats and other animals;
- Knowledge of the cities, villages, townships, and transportation network throughout Muskegon County;
- Skill and ability in handling animals under adverse conditions;
- Ability to conduct investigations and write reports;
- Ability to make decisions in accordance with established policies and procedures;
- Ability to establish and maintain effective working relationships with animal owners, various municipal agencies, supervisors, other employees and the general public;
- Basic ability to recognize symptoms of illness in animals.

PHYSICAL ACTIVITIES

Must possess sufficient strength and mobility to pursue, capture, restrain, and carry animals weighing up to 100 pounds; load and unload cages from vehicles; place animals in, and remove animals from cages and other restraints. Must have sufficient hearing acuity with or without audio logical appliances to receive dispatches and other information communicated by two-way radio. Must have sufficient visual acuity with or without corrective lenses to visually locate and identify animals. Must be free of any allergic reactions to animals, and must be able to wear any protective clothing and equipment that may be required.

ENVIRONMENTAL CONDITIONS

Employees in this class generally work outdoors and are required to work in inclement weather when the situation dictates.

CAREER OPPORTUNITIES

Opportunities for advancement are limited without additional training and experience. With sufficient experience and training, an employee in this class may be considered for promotion to a higher classification should a vacancy occur.

Approved by _____
Michael Poulin, Sheriff

Date _____

Approved by _____
Kristen N. Wade, Human Resources Director

Date _____



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT

JAMIE CLOVER ADAMS
DIRECTOR

ANIMAL CONTROL OFFICER

SUGGESTIONS FOR A MINIMUM OF 100 HOURS OF TRAINING
IN COMPLIANCE WITH ACT 399, P.A. 1919, SEC. 29b
(FORMULATED IN 1976. UPDATED MAY 9, 2014)

Method of Training	# of Hours
1. Two days studying the state laws and regulations along with local ordinances dealing with animal control. (MANDATORY)	16
2. One half day spent with the local authority, county commissioner, or city manager discussing local policies and procedures.	4
3. One day spent with a Michigan Department of Agriculture and Rural Development Animal Industry Division Field Inspector discussing state laws and regulations under the jurisdiction of MDARD to learn MDARD's role in the State of Michigan, as well as how MDARD interfaces with animal control/local law Enforcement. Inspections of licensed facilities and/or observations of animal disease testing should occur as part of this training.	8
4. Two days spent with an animal control officer of a neighboring county that has an active animal control program, including an animal control shelter. The ride with the animal control officer should include inspecting kennels and surveying the shelter operations, including record keeping.	16
5. One day spent in a large city humane society shelter learning shelter operations, including record keeping and methods of euthanasia.	8
6. One day spent with the sheriff or police chief discussing laws, enforcement policies, how to issue a summons, serving of warrants, and public relations.	8
7. One day spent with a prosecuting attorney discussing preparing and writing complaint and other types of cases, preparing and giving testimony, court protocol, and public relations.	8
8. One day spent with a licensed veterinarian learning methods of animal restraint and euthanasia. This training is required pursuant to the Public Health Code 333.7333(c) in order to use sodium pentobarbital for euthanasia.	8
9. One day of emergency responder training (ICS 100, 700, 10, 11, and 111 are strongly advised and can be found at http://training.fema.gov/IS/ .)	8
10. Two days spent with a licensed veterinarian learning methods of tranquilizing animals pursuant to Public Health Code 333.7333 and the associated rules. This training program must be MDARD-approved if seeking a permit to use Tranquilizers with the Department of Licensing and Regulatory Affairs.	16

Please note that you cannot work as an animal control officer until officially approved. As a reminder, a person must meet one of the following to work as animal control officer:

- Have at least 100 hrs. of training approved by MDARD
- Be a certified police officer
- Have worked in animal control for at least 3 years prior to 1973



Please also note that training is advised to have occurred within the past 2 years prior to submission date unless otherwise approved by the department. The individual may perform certain duties under the direct supervision of ACO, but he/she may not act as an ACO.

The above 100 hours are only suggestions made by the Michigan Department of Agriculture and Rural Development. Other training may be substituted and the time schedules certainly can be adjusted without changing the intent of giving the new animal control officer some experience in all phases of animal control.

There are also formal training courses offered in some of the community colleges that may be taken in lieu of the above.

When other training courses become available, please submit to the Michigan Department of Agriculture and Rural Development for approval prior to enrollment.

EXHIBIT C

TRANSIT LEASE AGREEMENT

This lease agreement is made on _____ between The County of Muskegon ("Lessor"), located at 990 Terrace, Muskegon, MI 49442 and _____ ("lessee") located at 1300 E. Keating Avenue, Muskegon, MI 49442.

AGREEMENT

In consideration of the mutual acts and promises, the parties agree as follows:

1. Lease. Lessor leases to Lessee, and Lessee leases from Lessor, the following Described Vehicle ("Vehicle") owned by Lessor:

2014 Ford Transit VIN #NMOLE6E77E1144280
2. Term. The term of this lease shall be twelve months, commencing on August 30, 2018 or until the ACO portion of the contract is terminated.
3. Rental. Lessee agrees to pay Lessor as rent for the Vehicle lease hereunder the sum of \$1.00 per year in advance, commencing on August 30, 2018.
4. Taxes. Lessee shall pay all taxes, assessments, and other governmental charges levied against the Vehicle or this lease agreement.
5. Insurance. Lessee agrees to procure and pay the premium for insurance covering both damage to persons and property incurred as result of the use of the Vehicle, with liability coverage of no less than one million dollars (\$1,000,000), with an insurance company satisfactory to Lessor. The insurance policy shall name both parties as insured parties. The insurance policy shall cover liability for any loss, damage, injury or other casualty to person or property caused or occasioned by or arising from any use of the Vehicle by or negligence of Lessee or any of Lessee's agents, servants, or employees during the lease term. The insurance policy also shall provide for full standard extended risk insurance covering damage to the Vehicle by fire, wind, storm or other insurable casualties, in an amount equal to the full insurable replacement value of the Vehicle. A copy of the certificate of coverage, along with the policy or endorsements shall be provided by Lessor. Lessee must promptly notify Lessor of any accident or incident that may result in an insurance claim. Possession of the vehicle will not be taken until proof of insurance is received.

6. Risk of Loss and Damage. Lessee will bear all risks of damage or loss of the Vehicle, or any part thereof, not covered by insurance. No abatement or reduction in rental fees shall be granted while the Vehicle is being repaired.
7. Licensing and Registration. The title of the Vehicle will be registered in the name of the Lessor. Lessor will obtain the license plates and registration with the fee for same being responsibility of the Lessee.
8. Use of Vehicle. Lessee shall not use or permit the use of the leased Vehicle in a negligent or improper manner in violation of any law, so as to void any insurance covering the vehicle, or as a public or private carrier. Lessee shall also not permit the vehicle to become subject to any lien, charge, or encumbrance. Lessee shall not remove the Vehicle from the state of Michigan without the written permission of Lessor. Lessee agrees that the Vehicle will be operated by competent employees and will be used solely in the conduct of Lessee's business. Only licensed drivers with a valid driver's license shall use the Vehicle. In no event shall the Vehicle be operated by a person under the influence of drugs or alcohol. Lessee agrees not to permit others to use the Vehicle, for hire or otherwise, without first obtaining the written consent of Lessor.
9. Responsibility for Care, and Maintenance of Vehicle.
 - a. Lessee shall be responsible for the gasoline, oil, batteries, and tires necessitated by Lessee's use of the Vehicle.
 - b. Lessee also shall maintain the Vehicle in good condition and repair and shall make all necessary repairs and adjustments at Lessee's expense.
 - c. Lessee agrees to maintain the vehicle in accordance with the recommendations in the manufacturer's manual.
 - d. Lessee agrees not to change, alter, or remove, or permit to be changed, altered, or removed, any insignia, lettering, serial number, or model name on the Vehicle. If requested by Lessor, Lessee shall identify the Vehicle conspicuously with lettering indicating Lessor's ownership.
 - e. Repairs and service shall only be completed by a licensed mechanic.
 - f. In the event of any loss, theft, or destruction of all or any part of the Vehicle, or damage of it beyond repair, Lessee shall notify Lessor promptly and hold the Vehicle or any wreckage available for disposal.
 - g. Lessee agrees to keep the Vehicle clean and properly garaged.
 - h. Lessee shall be responsible to promptly pay for any traffic, parking or other fines incurred as a result of its use of the Vehicle.
10. Ownership. The Vehicle is, and shall at all times remain, the sole and exclusive property of Lessor; Lessee shall have no right, title, or interest in it except as expressly set forth in this lease.
11. Assignment; Subletting. Lessee agrees not to assign, sublease, or transfer the leasehold interest in Vehicle granted under this lease without first receiving the prior written consent of Lessor.

12. Security Interest. Although the parties specifically intend that the Vehicle is being leased only and do not intend to sell purchase the Vehicle now or later, if there is any claim that the lease actually is a sale, then Lessee grants Lessor a security interest in the Vehicle.
13. Default. Upon the occurrence of any of the below listed actions, Lessee shall be in default of this agreement and Lessor or its agent may, without demand or notice, terminate this lease agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Lessee or any agent of Lessee where the Vehicle may be and take possession of the Vehicle. Lessee expressly waives all further rights to possession of the Vehicle and all claims for injury suffered through nor loss caused by repossession. Lessee shall be in default of this lease if.
 - a. The Lessee defaults in making any payment under this lease.
 - b. The Lessee violates or fails to perform any of the terms and provisions contained in this lease.
 - c. Any policy of insurance required under this lease is canceled or expires.
 - d. The Lessee becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment for the benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Lessee, the Vehicle, or any of Lessee's other property.
 - e. The Lessee attempts to remove, sell, transfer, encumber, sublet, or part with possession of the Vehicle.
14. Waiver. Failure of Lessor to insist on the performance of any of the terms of this lease, or the exercise of right or privilege conferred in this lease, shall not be construed as a waiver of the terms and shall not affect Lessor's right to enforce same at such time as it deems proper.
15. Return of Vehicle. On expiration of the lease term or default of its provisions, Lessee must return the vehicle to the Lessor in the same condition as when received, less reasonable wear and tear.
16. Indemnification. Lessee agrees to indemnify Lessor against all claims, losses, causes of action, and expenses, including attorney fees and legal expense, arising from the use, maintenance, and operation of the Vehicle.
17. Notices. Any notice specified in this lease shall be deemed properly given if delivered in writing personally or by first class mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing.
18. Severability. If any provisions of this lease are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.
19. Headings. The headings contained in this lease are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this lease.
20. Entire Agreement and Binding Effect. This lease contains all of the terms and conditions of this rental and shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, administrators, successors, and assigns.

21. Governing Law. This lease agreement shall be subjected to and governed by the laws of the State of Michigan, and the parties consent to jurisdiction of the Muskegon County, Michigan courts over this agreement and over the parties in any proceeding to enforce this agreement.
22. Counterparts. This lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
23. Gender and Number. As used in this lease, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender neuter shall be applicable to all genders and neuters.

The parties have executed this lease agreement on _____.

LESSOR:

County of Muskegon County

By: _____

Its: _____

LESSEE:
