COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS'
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, February 20, 2018
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners' Room, 9:30 a.m.

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

1. Meeting Called to Order by Chairperson.

2. Additions or Deletions to the Agenda – Approval of the Agenda.


4. Employee/Board Comments.

5. Consider Approval of the Minutes of February 6, 2018.

6. Consider Payment of Claims.

7. Old Business:
   A. Update on Medical Examiner General Liability Insurance – Susan Vander Pol.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   B. Discuss C.O.A. Department Closure Policy – Scott Schryer.
   C. Discuss E.M.S. Items – Jeremy Beebe:
      2. BioMedical Solutions, Inc. – Preventative Maintenance Agreement
      3. 2017 Annual Update
   D. Discuss Items – Susan Vander Pol:
      1. Birch Communications Inc. Service Order
      2. LCM Surveying & Engineering, Inc. Agreement

9. Other Business:

10. Employee/Board Comments.

11. Extended Public Comments (Six Minute Limit).


Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT
The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
FEBRUARY 6, 2018

The Committee meeting was called to order at 9:36 a.m. by Chairman Emig.

Present: Commissioners Pam Wayne, Jill Halladay, Larry Emig, Roger Elkins, Jack Nehmer, Alan Tiedt and Mark Gregory.

Also present: Shane Helmer-E.M.S. Assistant Director, Scott Schryer-C.O.A. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and other members of the public.

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

Brief Public Comment: None.

Employee/Board Comment: None.

Motion by Commissioner Halladay, seconded by Commissioner Nehmer, to approve the minutes from January 16, 2018. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the current claims of the County in the amount of $41,732.11. Recommendation was unanimously supported.

Opioid Litigation Retainer Agreement & Resolution
Timothy Smith, Attorney with Smith & Johnson Attorneys, spoke to Board members regarding opioid epidemic litigation. He explained that he is part of a team of attorneys representing many jurisdictions in this matter. Discussion was held on several aspects of the case, including possible costs and how damages may be determined. A lengthy discussion was held.

DHHS Annual 2017 Report
Danielle Marek, DHHS Director Mecosta/Osceola County, shared information from the 2017 DHHS annual report. She spoke about services and the population receiving services within the County. She highlighted the Children’s Protective Services and the licensing process. She spoke about volunteer services needed in the rural community as well as their partnership with schools. Discussion was held.

Board members returned to the discussion on the opioid matter. Chairman Emig advised Michigan Association of Counties (MAC), has now joined their support in this legal matter. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Elkins, to approve the Retainer Agreement to prosecute and adjust for the County of Osceola a claim for damages related to opioids. Recommendation carried with Commissioners Tiedt, Elkins, Emig, Halladay and Nehmer voting yes and Commissioners Wayne and Gregory voting no.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the Resolution to Approve Outside Counsel for Opioid Litigation as presented. Recommendation carried with Commissioners Tiedt, Elkins, Emig, Halladay and Nehmer voting yes and Commissioners Wayne and Gregory voting no.
Medical Examiner Liability Insurance Update and Use of MEI’s
Chairman Emig updated Board members on where we currently are at on the liability insurance issues. Karen Bluhm, County Clerk, updated as to the Worker’s Compensation issue and Susan Vander Pol, County Coordinator, updated them on the general liability insurance coverage. Susan noted the Doctor is not covered by the County’s MMRMA because he is an independent contractor. An opinion from County Counsel on this matter was shared with Commissioners. Discussion was held.

Indigent Defense Grant Application
Susan Vander Pol, County Coordinator, noted the Indigent Defense Grant Application was returned for some changes and needs to be re-submitted. Discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Nehmer, to approve the resubmission of the Michigan Indigent Defense Commission Grant. Recommendation was unanimously supported.

Dighton Property Update
Susan Vander Pol, County Coordinator, spoke to the Board about possible options for the sale of the Dighton Property and asked how to proceed. Discussion was held.

Budget Amendments
Commissioner Tiedt reviewed the budget amendment received.

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

Marion Heat Tape Proposal & Reroute of Downspout/C.O.A.
Scott Schryer, C.O.A. Director, explained the proposal for the heat tape and rerouting of the downspout at the Marion Senior Facility with no cost to the County. He explained this is supposed to remedy the ice for the handicapped walkway. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the quote from Steve Jones construction for heat tape and installation in the amount of $1,980.00 with the contractor and Landmark Design Group to cover the expense. Recommendation was unanimously supported.

Bark in the Park
Scott Schryer, C.O.A. Director, spoke to Board members about using the Bark in the Park as a marketing strategy for the agency. He explained how the funding would occur without reducing services. He noted this event would not be a fund raiser like their annual golf outing. He also spoke about re-establishing a radio broadcast. He asked for direction from Board members before continuing to pursue these options. Discussion was held.

Bids on Sale of Vehicles/C.O.A.
Scott Schryer, C.O.A. Director, asked for the Board approval on the bids received for the disposal of three old departmental vehicles.

Recommended by Commissioner Elkins, seconded by Commissioner Tiedt, to approve the purchase of the 1999 Ford Windstar for $200, 2003 Dodge Caravan for $327, and 2004 Fort Econoline Van for $407 to Brian Olender in “as is” condition and authorize the County Clerk to sign off on the titles. Recommendation was unanimously supported.
Committee Minutes
February 6, 2018

West MI Forensic Pathology Services Authority Resolution
A resolution was presented for Board members to consider joining the Morgue Authority at no cost to the County for membership. Discussion was held.

Recommended by Commissioner Elkins, seconded by Commissioner Halladay, to approve the Resolution for the West Michigan Forensic Pathology Services Authority as presented. Recommendation was unanimously supported.

County Intraweb Update
Susan Vander Pol, County Coordinator, advised Board members that the County’s website does include Intraweb capabilities. A brief discussion was held.

Employee/Board Comments: None.

Extended Public Comment: None.

Moved by Commissioner Tiedt, seconded by Commissioner Wayne, to adjourn at 11:32 a.m. Motion carried.

Karen J. Bluhm, County Clerk
Larry Emig, Chairman
COUNTY OF OSCEOLA

BUDGET AMENDMENT

TO: COUNTY TREASURER AND COUNTY CLERK

AS PROVIDED IN THE UNIFORM BUDGETING AND ACCOUNTING ACT OF 1978, AS AMENDED, AND AS APPROVED BY THE DIRECTION OF THE BOARD OF COMMISSIONERS OR AS ESTABLISHED BY POLICY, IT IS HEREBY AUTHORIZED TO RECORD THE FOLLOWING ADJUSTMENTS TO THE BUDGET:

FUND: GENERAL (X) 245 CAPITAL ( ) SPECIAL REVENUE (X) OTHER ( )

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EXPLANATION:

Sheriff

DEPARTMENT HEAD SIGNATURE

DATE 2/7/18

BOARD OF COMMISSIONERS/REPRESENTATIVE

RECORDED ( ) MOTION/RESOLUTION NO ___

BUDGET AMENDMENT NO. ________________
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

The County Treasurer is hereby directed to transfer funds in the following manner:

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COMMENTS:

to cover investigative app. used by Detectives

The above transfer has been appropriated by the Board of Commissioners by previous resolution and may be less than the full amount appropriated in the source fund. The appropriating action was by:

( ) Appropriation Act
( ) Budget Resolution
☒ Transfer Resolution

The County Treasurer is to complete the transfer within three business days following the date of this authorization order. A copy of the executed transfer is to be issued to the County Clerk. Should the County Treasurer be unable to complete the transfer, in whole or in part, within the time prescribed, a statement will be sent to the authorizing party within the same time limit, giving reason why the transfer can not be completed.

☒ By direction of the Board
( ) By direction of the Finance Committee

Date: Feb 7 2018

Chairman

Finance Chairperson
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

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

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TOTAL

Various Department

Department Head Signature

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No.
Budget Amendment No.

2/27/18 Date

80 12-31-17
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

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

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Board of Commissioners/Representative Recorded ( ) Motion/Resolution No. Budget Amendment No. 60 12-31-17

Department Head Signature 2-12-18 Date
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as amended, and as approved by the direction of the Board of Commissioners or as established by policy, it is hereby authorized to record the following adjustments to the budget:

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

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Department Head Signature

2-14-18 Date

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Total:
HOMELAND SECURITY GRANT PROGRAM
INTERGOVERNMENTAL AGREEMENT
BETWEEN
WEST MICHIGAN SHORELINE REGIONAL DEVELOPMENT COMMISSION
AND
OSCEOLA COUNTY
OSCEOLA COUNTY BOARD OF COMMISSIONERS
301 WEST UPTON AVENUE
REED CITY, MI 49677

This Intergovernmental Agreement ("the Agreement") is made between the West Michigan Shoreline Regional Development Commission (WMSRDC), 316 Morris Avenue, Suite 340, Muskegon, MI 49440 and Osceola County, a Michigan Municipal Corporation hereafter referred to as the Political Subdivision. The term of this agreement is from the date of execution through May 31, 2020, the end of the FY 2017 Homeland Security Grant.

PURPOSE OF THE GRANT The FY 2017 Homeland Security Grant Program supports State and local efforts to prevent terrorism and other catastrophic events, and prepares the nation for the threats and hazards that pose the greatest risk to the security of the United States.

PURPOSE OF AGREEMENT The WMSRDC and the Political Subdivision enter into this Agreement for the purpose of delineating the relationship and responsibilities between the WMSRDC and the Political Subdivision, and the Region 6 Homeland Security Planning Board, regarding the FY 2017 Homeland Security Grant Program ("Grant Program") and use of Grant Program funds, including but not limited to, the purchase, use, and tracking of equipment purchased with Grant Program funds, purchase or reimbursement of services with Grant Program funds, and/or reimbursement for certain salaries and/or backfill/overtime with Grant Program funds.

The WMSRDC was designated Fiduciary for the FY 2017 Homeland Security Grant Program by the Region 6 Homeland Security Planning Board.

The WMSRDC accepted the position of Fiduciary and as a result entered into the FY 2017 Homeland Security Grant Program Agreement with the State of Michigan.

It is hereby recognized by both parties that the State of Michigan, Michigan Department of State Police, Audit Office, has determined that the subgrantee is collectively the WMSRDC and the Region 6 Homeland Security Planning Board.

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

1. **WMSRDC RESPONSIBILITIES**
   
   ➢ The WMSRDC shall comply with all requirements set forth in the Grant Program Agreement between the WMSRDC and the State of Michigan.
The WMSRDC shall comply with all requirements set forth in the FY 2017 Homeland Security Grant Program Guidance.

The WMSRDC shall purchase equipment with Grant Program funds in accordance with the WMSRDC's purchasing policies and procedures. The Region 6 Homeland Security Planning Board shall determine what type of equipment will be purchased and who shall receive such equipment.

Per the FY 2017 HSGP Agreement requirements, the WMSRDC (the Subrecipient) shall create and maintain an inventory of all equipment purchases in Accordance with 2 CFR, Part 200.313. Within 30 days of the end of the WMSRDC's fiscal year, the WMSRDC must supply a copy of this inventory to the Michigan State Police.

The WMSRDC shall transfer ownership and legal title to the equipment purchased with Grant Program advanced funds to the Political Subdivision, designated by the Region 6 Homeland Security Planning Board, via the Transfer of Ownership Agreement. The WMSRDC's Executive Director shall execute the Transfer of Ownership Agreement and the Osceola County Board Chairman shall execute the Transfer of Ownership Agreement on behalf of the Political Subdivision.

The WMSRDC shall notify each Political Subdivision at the end of its fiscal year of the dollar amount of equipment that has been purchased for the Political Subdivision and the dollar amount reimbursed the Political Subdivision for the purchases it made.

The WMSRDC shall reimburse or purchase services for the Political Subdivision with Grant Program funds, as directed by the Region 6 Homeland Security Planning Board. Such funds shall only be transferred or services purchased after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMSRDC's Executive Director shall execute the Forms and the Osceola County Board Chairman shall execute the Forms on behalf of the Political Subdivision.

The WMSRDC shall reimburse the Political Subdivision as directed by the Region 6 Homeland Security Planning Board, with Grant Program funds for salaries and backfill/overtime for authorized Political Subdivision employees and/or agents. Such funds shall only be transferred after the applicable Request for Reimbursement Form is properly executed by the Parties including proof of payment if required. The WMSRDC's Executive Director shall execute the Forms and the Osceola County Board Chairman shall execute the Forms on behalf of the Political Subdivision.

The WMSRDC shall provide an executed copy of this Agreement to the Political Subdivision.

2. POLITICAL SUBDIVISION RESPONSIBILITIES

Activities implemented under the SHSP must support national terrorism preparedness by building or enhancing capabilities related to preventing, preparing for, protecting against or responding to acts of terrorism to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support
preparedness for other hazards. This dual-use quality must be demonstrated for an activity to be eligible.

- Upon receipt of equipment purchased with advanced Grant Program funds, the Political Subdivision shall execute the Transfer of Ownership Agreement for each piece of equipment. The Political Subdivision will not obtain title to the equipment and will not be permitted to use the equipment until the WMSRDC receives an executed Transfer of Ownership Agreement. The Political Subdivision agrees to be bound by all terms and conditions of the Transfer of Ownership Agreement.

- The Political Subdivision recognizes that a portion of the FY 2017 Homeland Security Grant Program is allocated directly to the thirteen counties; with the stipulation that all county projects must be approved by the Region 6 Homeland Security Planning Board and be consistent with regional investments established by the Grant.

- Upon execution of the Transfer of Ownership Agreement, the Political Subdivision shall be solely responsible for the equipment, including but not limited to the following:
  - Operation of the equipment;
  - Maintenance and repair of the equipment;
  - Replace or repair equipment which is willfully or negligently lost, stolen, damaged, or destroyed;
  - Investigate, fully document, and make part of the official Grant Program records any loss, damage, or theft of equipment;
  - Insurance for the equipment if required by law or if the Political Subdivision deems appropriate in its discretion;
  - Training for use of the equipment, if training is not included with the purchase of the equipment; and
  - Liability for all Claims arising out of the Political Subdivision’s use of the equipment;
  - Report any disposal of the equipment to the WMSRDC.

- The Political Subdivision shall comply with and shall use the equipment and program funds in accordance with the FY 2017 Homeland Security Grant Program Guidance and the applicable, Alignment and Allowability Form (AAF) or equivalent form used by MSP, approved by the State of Michigan. If the actual use is not consistent with what is stated in the approved AAF, the Political Subdivision shall be responsible for disallowed costs or audit exceptions.

- The Political Subdivision shall keep the WMSRDC informed of the location of the equipment and confirm this annually. If the equipment by its nature is mobile, the Political Subdivision must provide a general location or “home-base” where the equipment can be found. If the location of the equipment changes, the Political Subdivision shall provide the new location to the WMSRDC upon execution of the
Transfer of Ownership Agreement and continue until three (3) years after the close of this Grant Program.

- The Political Subdivision shall list all equipment transferred to it pursuant to the Transfer of Ownership Agreement on its Schedule of Expenditures of Federal Awards.

- Except for equipment that is disposable or expendable, the Political Subdivision shall inform the WMSRDC if it plans to dispose of the equipment and work with the WMSRDC regarding any issues associated with disposal of the equipment.

- The Political Subdivision shall be solely responsible for all costs, fines, and fees associated with the use and misuse of the equipment and program funds, including but not limited to costs for replacing the equipment or costs, fines, or fees associated with an ineligible use determination by auditors.

- The Political Subdivision shall make the equipment available to the WMSRDC and State and Federal Auditors upon request.

- Prior to reimbursement for the purchase of services and/or salaries or backfill/overtime, the Political Subdivision shall properly execute the applicable Request for Reimbursement Forms and any other applicable forms the WMSRDC deems necessary for such reimbursements or purchases. The Political Subdivision shall not receive reimbursement for services, salaries, and/or overtime until all applicable Request for Reimbursement Forms are properly executed including proof of payment if required. The WMSRDC, in its sole discretion, shall determine if the Request for Reimbursement Forms are properly executed.

- The Political Subdivision shall comply with the WMSRDC’s purchasing policies and procedures.

- Supplanting is not permitted.

3. REGION 6 HOMELAND SECURITY PLANNING BOARD RESPONSIBILITIES

The Parties agree and acknowledge that the Region 6 Homeland Security Planning Board shall have the following responsibilities:

- Utilize a regional approach in reviewing and approving projects;

- Undertake studies and make recommendations on matters of emergency management and homeland security to Political Subdivision in the Region;

- Prepare and present to the State Homeland Security Advisory Council findings of activities and initiatives undertaken in the Region;

- Hold public meetings, guided by the Michigan Open Meetings Act;

- Perform such other acts or functions as it may deem necessary or appropriate to fulfill the duties and obligations imposed by Federal and State Homeland Security Grant Program requirements;
➢ Establish sub-committees and/or project managers to carry out its work;

➢ Advocate for, monitor, and actively engage in the implementation of the Regional Homeland Security Strategy; and be responsible for compliance with the FY 2017 Grant Program guidance, and the investments therein.

➢ Determine (i) what will be purchased with the Grant Program funds, (ii) what equipment each Political Subdivision will receive, and (iii) convey this information to the WMSRDC immediately after such determinations are made.

4. DURATION OF INTERGOVERNMENTAL AGREEMENT

This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party and shall end when terminated and/or cancelled pursuant to Section 6. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party.

5. ASSURANCES

➢ Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.

➢ The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

➢ Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement, including but not limited to the Grant Program Agreement and the FY 2017 Homeland Security Grant Program Guidance.

➢ Each party shall assure professional conduct and cooperative work. Should concerns or complaints arise from either a representative of the Political Subdivision or of the WMSRDC; they should be submitted in writing on letterhead and be signed by the county administrator, city manager or executive director, as appropriate. A period of 30 days must be given for response to the concern/complaint, after which all parties will attempt to resolve the issues.

➢ The Political Subdivision shall assure that a request by its representative to the Region 6 Homeland Security Planning Board to submit a petition to the Michigan State Police to terminate its Grant Agreement with the WMSRDC will only be through a resolution of its governing body, which will be copied to the WMSRDC. The request to Michigan State Police would be governed by the terms of the Grant Agreement. The WMSRDC may give 30 days' notice directly to Michigan State Police of its intent to cancel the Grant Agreement, in accordance with provisions in that agreement.
6. **TERMINATION OR CANCELLATION OF AGREEMENT**

Either Party may terminate and/or cancel this Agreement upon thirty (30) days’ notice to the other Party. The effective date of termination and/or cancellation shall be clearly stated in the notice. If this Agreement is terminated and/or cancelled, the Transfer of Ownership Agreements executed prior to the date of termination and/or cancellation shall remain valid and govern the Parties’ duties and obligations regarding equipment transferred to the Political Subdivision, and the Parties shall execute Transfer of Ownership Agreements for all equipment ordered by the WMSRDC prior to the date of termination and/or cancellation.

7. **NO THIRD PARTY BENEFICIARIES.**

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

8. **DISCRIMINATION**

The Parties shall not discriminate against their employees, agents, applicants for employment, or other persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.

9. **PERMITS AND LICENSES**

Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.

10. **RESERVATION OF RIGHTS**

This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

11. **DELEGATION/SUBCONTRACT/ASSIGNMENT**

Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

12. **NO IMPLIED WAIVER**

Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or
provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

13. SEVERABILITY

If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

14. CAPTIONS

The section and subsection numbers, captions, and any indexes to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

15. NOTICES

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

➢ If Notice is sent to the West Michigan Shoreline Regional Development Commission, it shall be addressed and sent to: Erin Kuhn, Executive Director, WMSRDC, 316 Morris Avenue, Suite 340, Muskegon, MI 49440.

➢ If Notice is sent to the Political Subdivision, it shall be addressed and sent to:

   Osceola County
   Larry Emig, Chairman
   301 W. Upton Ave.
   Reed City, MI 49677

➢ Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

16. GOVERNING LAW

This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan.
17. AGREEMENT MODIFICATIONS OR AMENDMENTS

Any modifications, amendments, recissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

18. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, Erin Kuhn, Executive Director, West Michigan Shoreline Regional Development Commission, hereby acknowledges that she has been authorized by a resolution of the West Michigan Shoreline Regional Development Commission, to execute this Agreement on behalf of the West Michigan Shoreline Regional Development Commission, and hereby accepts and binds the West Michigan Shoreline Regional Development Commission to the terms and conditions of this Agreement.

EXECUTED: ___________________________ DATE: ________________
Erin Kuhn, Executive Director
West Michigan Shoreline
Regional Development Commission

WITNESSED: ___________________________ DATE: ________________

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

EXECUTED: ___________________________ DATE: ________________

WITNESSED: ___________________________ DATE: ________________
Osceola County COA
(Commission on Aging)

Policy: Department Closures

Policy #: 280.001

Date Implemented: 2/20/2018       Revised: N/A

1. Purpose:
The purpose of this policy is to detail when, how and who has the responsibility for closing the Commission on Aging and its programs. It is created with the intention of keeping the COA open unless an emergent condition arises and the proper county official closes all county buildings or certain program.

2. Policy:
Commission on Aging building service locations and in-home services will remain open whenever possible in inclement weather. Should the weather or other condition require the Commission on Aging buildings to be closed, or in-home services cancelled the following criteria will be met.

3. Procedure:
a. In the event all of the county buildings and services need to be closed due to an emergent condition, the Other Leave with Pay policy under Emergencies in the Osceola County Personnel and Policy Manual will be followed.
b. If the county is closed by the proper county official, NO COA worker will be allowed to work without the COA Director’s approval.
c. If a worker in the field determines conditions are severe and unsafe to travel to provide client services, they will notify their supervisor or a member of the Commission on Aging office staff who will provide information to the COA Director for consideration of cancelling services.
d. In the event of inclement weather, the COA Director will communicate with the Emergency Management Department to make program closure decisions. If the COA does close, a form of contact will be made with all clients affected, and their emergency contact if necessary.

Approved By:

________________________________________   __________________________
Osceola County Board of Commissioners, Chairperson   February 20, 2018

________________________________________   __________________________
Osceola County COA Director, Scott Schryer       February 20, 2018
January 27, 2018

Osceola County EMS

The attached report includes outstanding accounts for October through December. We have exhausted all effort to collect on these accounts. These accounts have been written off as bad debt and have been turned over to our collections company.

Thank you,

Jamie Cornelius
Billing Specialist

Jeremy Beebe
EMS Director
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BioMedical Equipment
Maintenance and Management Program

Prepared For

Osceola County EMS
306 North Patterson Road
Reed City, MI 49677
Attn: Jeremy Beebe, EMS Director
231.832.6152

“Preventive Maintenance Agreement”

JAN 18, 2018

Contract# 1182018B
INTRODUCTION

BioMedical Solutions appreciates the opportunity to offer our biomedical equipment preventive maintenance and management program for Osceola County EMS

As per your request, we have designed a customized and comprehensive stand alone program that will allow you to reach your cost and performance goals as they relate specifically to your biomedical equipment.

The program that we propose to install includes the following program elements:

*All Scheduled Preventive Maintenance Inspections.
*All Electrical Safety Inspections.
*All Preventive Maintenance Parts/Kit (excluding PM kits/Service for ventilators).
*All Electrical Safety Repairs and Parts.
*Equipment Procurement Consultation Services.
*Equipment Evaluation/Ranking System.
*Computerized Asset Management System.

SUMMARY OF SERVICES

Covered Equipment
Our proposal includes biomedical equipment maintenance management services along with preventive maintenance and/or electrical safety inspections as described herein for the biomedical equipment contained within or associated with the Osceola County EMS. See attached equipment list.

Preventive Maintenance and Electrical Safety Inspections
Preventive maintenance inspections, including electrical safety testing, will be performed in accordance with appropriate codes, standards, regulations and manufacturer procedures. Acceptance stickers will be applied to equipment tested. Those units not meeting codes will be tagged as such and the designated customer representative will be notified in writing. Upon completion of an inspection, a summary report will be prepared showing all units tested and their status: Passed, Failed, Out Of Service or Unable To Locate. All inspection data will be recorded on individual equipment sheets and filed in the BioMedical Solutions office. These sheets and the inspection summary report, when properly filed, should be adequate to meet applicable regulatory agency requirements.

Inspections will be scheduled in advance with the customer’s representative. It will be the customer’s responsibility to make all contracted equipment available for the technician at the time the inspection is scheduled. BioMedical Solutions will, within reason, search for equipment but will not be held responsible for locating equipment to be serviced.

Frequency
Preventive Maintenance, Calibrations, and Electrical Safety Inspections will be performed annually.

Repairs
Electrical Safety Repairs for the covered equipment are included in this proposal. All other repairs for the covered equipment are not included. BioMedical Solutions will perform any non-covered repair at the preferred labor rate of $105.00 per hour and such repairs will be under separate invoice.

Old/Outdated equipment
We will make every effort to service old & outdated equipment and keep them operating IAW manufacturer specifications. Unfortunately, parts and/or support become no longer available. It will be the customers option to continue to keep in service any piece of equipment that has exceeded it’s useful life as set out in the current edition of the AHA Estimated Useful Lives of Depreciable Hospital Assets, Catalog# 061106.

Exclusions
Audiometers, Sterilizers, Ventilators, Diagnostic ultrasound units and x-ray systems/film processors are excluded from this proposal. However, BioMedical Solutions will perform an annual electrical safety inspection on all excluded equipment and/or BioMedical Solutions will coordinate the service with an appropriate vendor for this equipment. Equipment Overhauls, Rebuilds, Manufacturer ordered Modifications, Upgrades and Warranty Repairs are also not included in our pricing. However, if requested, we will perform the work at our current hourly rates plus the cost of any parts. Note we can only perform this type of repair if authorized by the manufacturer.
Our proposal assumes the equipment described herein has been maintained and is operational in accordance with the manufacturer specifications. Any repairs, repair parts, and manuals required bringing the described equipment to the manufacturers specifications would be invoiced separately at prevailing rates. If the customer does not choose to authorize this service, BioMedical Solutions reserves the right to exclude those units in question from this agreement. BioMedical Solutions will not be responsible for service by any source other than us. Any expense incurred by the customer for service provided by any source other than BioMedical Solutions will be the customer’s sole responsibility.

**Equipment Additions or Deletions**
Additions or deletions to the covered equipment can be made at any time. The customer should provide a written request and BioMedical Solutions will initiate an addendum. Upon acceptance of the addendum by both the customer and BioMedical Solutions, the changes will be incorporated into the covered equipment list.

**Equipment Procurement**
BioMedical Solutions will provide consultation services for equipment procurement decisions and purchasing support of current and future capital assets. This includes support for budget preparation, recommendations on priorities and assistance in preparing purchase specifications. BioMedical Solutions will provide assistance in the review of your equipment inventory and furnish equipment repair histories to support capital asset replacement decisions along with warranty recommendations for new equipment purchases.

**Computerized Asset Management System**
Our program is specifically designed for managing biomedical equipment maintenance. It tracks equipment that has changing maintenance requirements or a series of failures and/or user errors. It signals management to manifest a procedural change. The change process is documented and monitored for effectiveness as a part of our quality improvement program and reported to the appropriate facility committee or officer. Through a series of failure-coded work orders, our program monitors and controls a process for identifying and correcting equipment malfunctions. By tracking failure codes, we can detect trends in equipment repairs that need monitoring. Our computer assisted management program provides immediate screen inquiry or printed reports on an array of maintenance information. The facility can be assured that the equipment complies with the most current standards of the manufacturer and regulatory agencies requirements.

**Repair and Preventive Maintenance Parts**
Electrical safety repair and preventive maintenance parts/kits are included in our pricing (i.e. power cord, plugs, filters, etc.). All other repair parts are not included in our pricing.

**Coverage**
During normal business hours, Service calls, routine or emergency, can be scheduled by calling the BioMedical Solutions office @ (989) 560-1595. We will return the customer call within 2 hours and respond as soon as possible. Normally, we will be on-site within 24 hours.

**Hours of Service**
Services as noted herein will be provided on site during normal working hours 9:00 A.M.-5:30 P.M. Monday thru Friday.

**Tools and Test equipment**
BioMedical Solutions will be responsible for providing any tools & test equipment required to perform the services herein.

**Pricing**
The annual fees for services described in this proposal are as follows:

| Year 1 (annual inspections) | $ 2300.00 |

Prices are firm for sixty - (60) days from date of proposal. BioMedical Solutions reserves the right to revise its pricing if proposal is not received within the sixty - (60) days.

**Term**
This proposal provides services for a 12-month period beginning Feb 1, 2018 and ending Jan 31, 2019.
Signatures/Acceptance

Osceola County EMS

Authorized Signature

Name

Title

Date

Purchase Order #

BioMedical Solutions
Your Solution for Expert BioMedical Equipment Maintenance & Management

Authorized Signature

KEVIN BLUMBERG
Name
PRESIDENT/CEO
Title

1-22-2019
Date

Contract #:11820188
1/18/2012
TERMS AND CONDITIONS

1. **Intent to Service on Schedule**: BioMedical Solutions intent is to ensure that all equipment is serviced during the month that it is scheduled for inspection. We shall not be responsible for delays or charges incurred because of inaccessibility of the equipment. However, efforts will be made to schedule maintenance in advance to avoid conflict.

2. **Excusable Delays**: BioMedical Solutions shall not be responsible for delays in the delivery or performance of services and products or parts due to causes beyond its reasonable control, natural disasters, acts of customer, acts of civil or military authority, governmental priorities, strikes, or other labor disturbances, war, riot, delays in transportation, or inability on account of causes beyond the reasonable control of BioMedical Solutions to obtain necessary materials, components, services or facilities.

3. **Terms Contrary to Agreement**: The sale of any services covered by this Agreement is conditioned upon the terms contained herein. Any contrary terms are specifically rejected. Receipt by customer of the services covered by this Agreement shall comprise acceptance of the terms set forth herein.

4. **Modification**: No representation, promise, modification, waiver, or amendment shall be binding upon either party to this Agreement unless in writing and signed on behalf of party by a duly authorized representative.

5. **Taxes**: The amount (if any) now and hereafter imposed as taxes, for and upon the furnishing of services or materials herein described, or the Agreement for, or the receipts therefrom, shall be in addition to the price specified herein. Customer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder, or to their use by BioMedical Solutions, or customer shall furnish BioMedical Solutions with a tax exemption certificate acceptable to the taxing authorities.

6. **Access to Books and Records**: The availability of BioMedical Solutions books, documents and records shall be subject at all times to such criteria and procedures for seeking or obtaining access as may be promulgated by the Secretary of Health and Human Services' regulations, and other applicable laws.

7. **Entire Contract and Interpretation**: Each of the paragraphs in this proposal will apply to the full extent permitted by law. The invalidity, in whole or part, of any paragraph will not affect the remainder of such paragraph or any other paragraph. This proposal (including any specifications or other documents incorporated by reference) constitutes the entire understanding between customer and BioMedical Solutions concerning the subject hereof and supersedes previous agreements and addenda and any representation, promises; source of dealing or trade usage not contained herein will not be binding. No modification, amendment, rescission, waiver, or change to the Agreement or any part thereof shall be binding on BioMedical Solutions unless assented to in writing by BioMedical Solutions authorized representative. The laws of the State of Michigan shall govern the validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment hereto. If between the acceptance of this service contract and its start date, BioMedical Solutions or its supplier's redesign any product or parts specified in this contract and the redesigned product of parts are of like grade, quality and value and perform the same function as the product or part specified, BioMedical Solutions shall have the right to substitute the redesigned product or parts.

8. **Governing Laws**: This Agreement and any modifications hereof shall be governed by the law of the State of Michigan, irrespective of any principles of choice law.

9. **Insurance**: BioMedical Solutions maintains a minimum of $1,000,000 coverage on its general liability policy.

10. **Indemnity**: BioMedical Solutions agrees to defend, indemnify and hold customer harmless from any and all liability to all persons, because of bodily injuries, including death, and/or damage to all property, arising directly or indirectly from the performance of this service contract, to the extent of the negligence of BioMedical Solutions, but not for consequential or incidental damages including, but not limited to, loss of profit or revenues, loss of use of the product or any associated equipment, down-time costs, cost of substitute equipment, costs of labor, costs due to delays, or claims of account's own customers for such damages. BioMedical Solutions agrees to defend, indemnify and hold customer harmless from any and all liability due to bodily injuries, including death, to employees of BioMedical Solutions or customer arising directly or indirectly from the performance of this service contract, to the extent of the negligence of BioMedical Solutions provided that customer agrees to defend, indemnify and hold BioMedical Solutions harmless from the same to the extent of the negligence of customer.
11. **Termination:** This contract may be terminated by either party by giving a ninety (90) day written notice. BioMedical Solutions reserves the right to terminate this contract for any unpaid balance, which exceeds thirty (30) days. Upon termination, payments will be prorated. Any unused portions will be credited to the customer’s account. Portions due BioMedical Solutions will be billed at the normal hourly rates for time spent.

12. **Authority to Execute:** In executing this Agreement, the parties hereto acknowledge that they have read each of the terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and they have signed this agreement as their own respective free act with the express authority to do so.

13. **Services Not Included:** BioMedical Solutions is not responsible for maintenance, repairs, or replacement parts due to damage caused by windstorm, floods, lightning, earthquake, or other natural disaster, acts of civil or military authority, strikes or other labor disturbances, vandalism, fire, smoke, customer and/or operator negligence, misuse, abuse, or any other cause beyond the reasonable control of BioMedical Solutions.

14. **Payment Terms:** Payment shall be due thirty (30) days of the signing of this contract. Terms of payment shall be $2300.00 (annual inspections) for the year in which this contract is in effect. BioMedical Solutions shall be relieved of any obligation to render services or provide service documentation during the period of time in which the customer’s account is past due. BioMedical Solutions shall not be obligated to make up or provide reimbursement for services not performed while customer’s account is past due. This will in no way relieve the customer of any payment obligation.

15. **Start Date:** Contract to begin on Feb 1, 2018.

16. **Warranty:** BioMedical Solutions warrants that the services, products or parts provided hereunder will be free from defects in material and workmanship, under normal use and operation, for a period of thirty (30) days from the date provided. During this period, BioMedical Solutions shall repair such defects at our expense. Parts generally considered as expendable during normal use, such as lamps, fuses, door gaskets, etc., are not covered under warranty.

This warranty is exclusive and in lieu of all warranties, whether written, oral or implied, no warranties of merchantability or fitness for a particular purpose shall apply.

17. **Assignment:** This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

18. **Limitation of Claims:** Claims of either party will be presented in writing to the other party within one (1) year of the termination of the contract or they will be forever barred.

19. **Modification:** Entire Agreement and Waiver: This agreement cannot be modified orally, or by course of conduct, but only in writing signed by a duly authorized officer or agent of each party. This agreement contains the entire understanding of the parties with respect to the subject matter. No waiver of any default will be construed to be or constitute a waiver of any subsequent defaults.

20. **Authorized Representative:** Customer agrees to allow BioMedical Solutions to act as its duly authorized representative in performing the duties of this contract such as obtaining service support, parts and/or other technical information from the manufacturer. In the event that BioMedical Solutions notifies customer that BioMedical Solutions cannot obtain a part, support or information directly from a manufacturer, customer will use its best efforts to obtain such parts, support or information directly from the manufacturer or assist us in doing so.
## Inventory by Dept / device description
### Osceola County EMS

### 100 Emergency Services

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<tr>
<th>Control#</th>
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**print date**:  1/22/2018

**rptInventory_ByDeptDescription**

**HarvestCEMS**

**Owner**: H=Hospital, L=Leased, R=Rental, O=Other

**Status**: A=Active, B=Back-up, N=non-equip, S=Storage, R=Retired

**Service Provider**: H=Hospital, C=Contract, L=Leased, W=Warranty

**Technology Level**: 1=New – 5=Obsolete

**Physical Condition**: 1=New – 5=Obsolete

**PM = Is Equipment on PM Testing Program? Yes/No**
### Inventory by Dept / device description

**Osceola County EMS**

#### 100 Emergency Services

<table>
<thead>
<tr>
<th>Control#</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Serial</th>
<th>Status</th>
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**Record Count:** 36

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**Owner:** H=Hospital, L=Leased, R=Rental, O=Other

**Status:** A=Active, B=Back-up, N=non-equip, S=Storage, R=Retired

**Service Provider:** H=Hospital, C=Contract, L=Leased, W=Warranty

**Technology Level:** 1=New -- 5=Obsolete

**Physical Condition:** 1=New -- 5=Obsolete

**PM = Is Equipment on PM Testing Program? Yes/No**
EMS Department Annual Update

2017 Budget Update- As the 2017 budget is closed out and adjustments made, it appears the 210 fund had a good year with revenues exceeding expenditures. The EMS millage accounted for approximately 40% of total revenue which is consistent with the previous 2 years. Revenues collected from ambulance fees also remain consistent between 2015, 2016 and 2017.

2017 expenditures were much lower than budgeted in a number of areas. Health insurance and employee related costs were much lower than budgeted. The main reason for this is the staffing shortage that the Department experienced in 2017. Workman’s Comp premiums were $20,000 less than budgeted for 2017. Also the Quality Assurance Assessment that the State was going to assess on ambulance revenue did not pass, which resulted in a savings of $80,000 for the EMS Department. The above items account for the majority of the savings which were added to the EMS fund balance.

EMS Fleet Update- There was a total of 243,572 miles driven by the ambulance fleet in 2017, compared to 242,664 miles in 2016. The ambulance fleet accumulated 8,294 hours of use in 2017, compared to 8,745 in 2016. The 2017 daily average use of an ambulance was 6.5 hours in 2017, compared to 6.8 hours in 2016.

The cost per mile including fuel for the ambulance fleet averaged $0.67 per mile in 2017 compared to $0.47 per mile in 2016. This increase is attributed to the oldest ambulance in our fleet which required major repairs at the beginning of 2017. This ambulance is scheduled to be replaced this year.

The 2 EMS Support Vehicles were used on numerous occasions in 2017 for both emergency responses and daily use. I would like to highlight just a few of these uses. There was a fire at the Reed City Laundromat and the truck was used to block Upton Street. This allowed the fire department to not worry about traffic control and to focus on putting out the fire. The Equinox was used on Labor Day weekend to block the highway in the LeRoy area during a car accident. We receive numerous compliments from all public safety departments for the use of both support vehicles.

Both EMS support vehicles responded to a house fire with an individual trapped in the house. Both vehicles were the first arriving units and were able to size up the scene prior to fire department arrival to help expedite the process of attempting to make entry into the house in attempt to save the individual.

Both EMS support vehicles responded to the 26 car pileup on 131 this winter. The vehicles were initially used to block traffic and provide a safety barrier for first responders while additional fire departments and law enforcement could respond. After the initial response, both vehicles and an ambulance were used to place displaced drivers out of the cold and provide them somewhere warm to stage until arrival of a school bus.

The EMS Truck was used in support capacity for a hunter which had fallen from a tree stand in the fall. The EMS truck was planned to be used to tow the disaster trailer/command post to Evart for the fireworks. The trailer was not transported as it was found to have a flat tire and was not able to be used for this event.

The EMS Truck has also been most recently used as a mock ambulance for training of the EMT class. As the truck has the same cot and mounting system as an ambulance it can be used for training EMT students in the proper use and operation of an ambulance cot. This system also ensures that if a patient is transported from a remote location to an ambulance it will be done in a safe manner, preventing additional harm to the patient and reducing the County’s liability.

Both support vehicles have also responded to many death scenes. The truck has transported five decedents between August 2017 and January 2018.
OSCEOLA COUNTY EMERGENCY MEDICAL SERVICES

Total Calls and Response Times- The total number of calls for service remained consistent between 2016 and 2017. In 2016, there were a total of 3,020 calls for service. In 2017, there were a total of 3,094 calls for service. The number of transported patients remained at 76% of total calls for both 2016 and 2017. In 2011, we responded to 75% of all calls within 15 minutes from the time the ambulance goes enroute to the call. In 2015, this number was 77.5%. In 2017, we responded to 80% of all calls within 15 minutes from the time the ambulance goes enroute to the call.

In August 2017, the EMS Department started using a new patient care reporting software. This software has the ability to provide many more details about trends, statistics, and reports. I am very excited to get a complete year of data in order to compare with. One of the new features of the software is to break down ambulance responses by priority. From August 2017-January 2018, the average response time for a priority 1 call was 9.65 minutes. The NFPA standard is 8 minutes for all areas, including career and municipal departments.

Another feature of the new reporting system is the ability to print a map showing the locations of our responses. I have included this map at the end of this document. This map is a good visual reference to verify that our ambulance stations are in the correct locations in the County.

EMS Department Projects- Major equipment purchases in 2018 include the remounting of an ambulance, replacing the laptops used in our ambulances and by the EMS Director, and the purchase and inservice of Rescue Task Force equipment for EMS and the Fire Departments.

EMS Education is an ongoing project. The EMT class will be finishing at the end of the month, with students able to test for their state license in March. The goal is to host another EMT class in the fall of 2018. We continue to assist with the Paramedic class slated to end this summer. The Region has already allocated an additional $20,000 towards hosting an additional Paramedic class in the area if there is a continued need. In January and February the Department has hosted a total of 16 hours of Critical Care Paramedic Refresher training, bringing in guest speakers to refresh our staff on Critical Care Paramedic Transport. On March 13-14, Bob Page, will present his internationally known 12 Lead EKG and Capnography program. Mr. Page is one of the most well-known paramedic educators in the world. We are very privileged to have him come to our area to provide this education.

There is much happening at the Regional and State level. The initial Quality Assurance Assessment Tax that I referenced above was found to be illegal by the federal government and was sent back to the State for review. The State has now implemented a "per transport" fee which will be assessed to all EMS providers in the State of Michigan. This fee will be $3.50 per transported patient which will be sent to the State. The goal of the State is to use this money to draw down on federal funds to raise the Medicaid reimbursement rate. The latest update is the fee will be charged in July. Our initial assessment fee is anticipated to be around $8,000, much less than the original plan of $80,000. I am skeptical that the increased reimbursement will cover the assessment fee, but only time will tell.

The State has also sent out an entire new protocol manual which our local medical control authority is in the processing of reviewing and adopting. The last major update was 2012. Assistant Director, Shane Helmer, has been named to the Active Assailant State Task Force and along with Emergency Manager, Mark Watkins, will be the keynote speakers on Osceola County's Active Assailant Plan at the upcoming Homeland Security Conference.

The EMS Department continues to be actively involved in the community. The majority of our current focus is in the public school systems. One goal is exposing students to EMS as a career in order to help solve the EMS shortage, and to hopefully encourage local students to consider a career in EMS. The Department plays an active role in training schools in the Safe Schools Initiative and also assists schools training students CPR and First Aid. One of our Lieutenants was a celebrity reader in a local elementary classroom. We are also assisting the local schools, and the Muskegon River Youth Home with their medical emergency response plans. We also present a "Personal Safety" program to all local schools teaching middle school students about personal safety.

Respectfully Submitted,

Jeremy Beebe, EMS Director

306 N. PATTERSON
231-832-6152

REED CITY, MI 49677
FAX 231-832-6192
Customer Name: Osceola County Clerk
Billing Address: 301 W. Upton Ave Reed City MI 49677-1149

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All Lines will Retain Current Features w/ no changes

Monthly Recurring Cost: **$880.95**

Essentials POTS = Unlim Local, Full Features, 1,500 LD per line

*Additional $7.95 Paper Bill Monthly Fee Removed w/ switch to EBILL*

Federal Tax ID:

Primary Contact:

Name      Email      Phone

By signing below, Customer agrees to the following: (i) that this Service Order is an offer to purchase from Birch Communications, Inc. or its Affiliate (collectively "Birch") the Services described herein and is not binding on Birch until it is accepted by way of Birch installing/converting the Services; (ii) the Service Order and the Services described herein are subject to and governed by the terms and conditions of the governing tariff, or, if no tariff is applicable, the terms and conditions in Customer's Agreement with Birch, including the Service Guide applicable to the Services described herein; (iii) If Customer does not have an Agreement with Birch at the time of signing this Service Order, then the Service Order and the Services described herein shall be subject to Birch's then-current Master Services Agreement and the Service Guide applicable to the type of Services ordered herein, including its Limitation Of Liability and Auto-Renewal provisions (i.e. at the end of the Service Term, the Service Term automatically renews for another 12 months) posted at the following URL's: [www.birch.com/legal/msa](http://www.birch.com/legal/msa) and [www.birch.com/legal/pots-service-guide](http://www.birch.com/legal/pots-service-guide)
Customer Name: Osceola County Clerk  
Billing Address: 301 W. Upton Ave Reed City MI 49677-1149

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Customer's Signature

Title

Printed Name

Date
By signing below, I am authorizing Birch Communications to become my new telephone service provider in place of my Current Telephone Company (listed above) for the provision of the following type(s) of service.

### Service

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By signing below, I certify that I have read and understand this Letter of Agency. I further certify that I am at least eighteen (18) years of age, and that I am authorized to change telephone companies for services to the telephone number(s) listed above and on any Birch forms attached to this Letter of Agency.

### Outbound Caller ID Company Name

Outbound Caller ID Company Name: Retain Current Outbound Caller ID's

NOTE: Up to 14 characters are permitted.

ATTENTION: This is the name that displays on the destination caller ID unit when you make outbound calls. This name is REQUIRED and there is no charge to display your company name on your outbound calls.

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By signing below, I certify that I have read and understand this Letter of Agency. I further certify that I am at least eighteen (18) years of age, and that I am authorized to change telephone companies for services to the telephone number(s) listed above and on any Birch forms attached to this Letter of Agency.

### Customer Acceptance

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND AGREES THAT (1) THE INFORMATION PROVIDED ON THE FOREGOING LETTER OF AGENCY IS CORRECT AND (2) CUSTOMER HAS READ THE FOREGOING LETTER OF AGENCY AND AGREES TO BE LEGALLY BOUND THEREBY.

Customer Signature (written signature required):  
Customer Name (printed):  
Title:  
Date:  

Page 1
AGREEMENT

THIS AGREEMENT, made and entered into this _______ day of __________, 20__, by and between the Osceola County Board of Commissioners (hereafter referred to as the "Board"), acting on behalf of the County of Osceola, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and LCM SURVEYING & ENGINEERING, INC, whose address is 225 East Main St, P.O. Box 408, Marion, Michigan 49665 (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, The county has entered into a Grant Agreement with the Michigan Department of Consumer and Industry Services, Property Development Division, Survey and Remonumentation Section for the conduction of surveying, monumentation and remonumentation of property controlling corners in Osceola County during the 2018 calendar year; and

WHEREAS, the Consultant, is licensed as a surveyor in the State of Michigan, has submitted a proposal to the County to perform the surveying, monumentation and remonumentation service required by the County on an independent consultant basis; and

WHEREAS, the County accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained. IT IS HEREBY AGREED as follows:

I. SCOPE OF SERVICES. The Consultant shall perform the following services in areas of Osceola County designated in the attached Exhibit A:

A. Research of public and private records for information regarding public land survey corners.

B. Field work including, but not limited to:

1. Field traversing for determining mathematical relationships.

2. Excavation for physical evidence of monumentation of government corners.

3. Setting restoring and perpetuating physical monumentation for government corners under the requirements of P.A. 74 of 1970.
4. Establishment of accessories for all monumented Section corners.

C. Preparation of Comer Recordation Certificates under the guideline of P.A. 74 of 1970 and presentation of data to peer review committee for review and approval.

D. Compiled data of field activities and corner research will be maintained and filed at the county, according to current written County Standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks for a period of 7 years.

II. SERVICES NOT EXCLUSIVE TO CONSULTANT. It is expressly understood and agreed by the Consultant that the performance of the services required in Section I are not exclusive to the Consultant. The board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

III COMPENSATION. The Consultant shall be compensated for the services performed under this agreement at the rate of $1390 per corner for the 36 corners to be monumented as designated in exhibit A, which the Consultant performs the services required in Section I. It is expressly understood and agreed that the total compensation, which the Consultant shall receive under this agreement, shall not exceed the sum of: $50,040.

The Consultant shall submit bills to the Grant Administrator for services completed on the corners designated in Exhibit A after data regarding the corners to be billed has been presented to the Peer Review Committee for review and has received the Committee's approval. All bills properly submitted shall he paid within thirty (30) days of submission in accordance with the County's procedure for payment of Accounts Payable.

IV. HOURS OF WORK. The Consultant shall have control over determining the days and hours in which he performs work under this Agreement.

V. CONSULTANT'S OFFICE, TOOLS AND EQUIPMENT. The Consultant shall maintain and utilize his own office while performing services required by this Agreement. The Consultant shall also at his own expense, supply all tools, equipment, and vehicles he needs to perform the services required by this Agreement. The County shall be responsible to provide the monuments and monument boxes as required to perform the services under this agreement.

VI. LICENSING. Throughout the term of this Agreement, the Consultant must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any
reason, the Consultant's license is revoked, suspended, or otherwise not in effect, such shall be deemed terminated on the date that the Consultant is no longer licensed as a surveyor in the State of Michigan.

VII. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Osceola County, Michigan.

VIII. COMPLIANCE WITH THE LAW. The Consultant shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Consultant shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Osceola County Road Commission when doing any work on an Osceola County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

IX. PROTECTION OF PERSONS AND PROPERTY. The Consultant shall ensure that precautions are exercised for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Consultant shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Consultant shall secure all necessary certificates and Permits for municipal or other public authorities as may be required in connection with the performance of service covered by this Agreement.

X. NON DISCRIMINATION. The Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination. The Consultant, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, political affiliation, or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this section shall be regarded as a material breach of this Agreement. In the event the Consultant is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Consultant.

XI. INDEPENDENT CONSULTANT. It is expressly understood and agreed that the Consultant is an independent consultant. The Consultant and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health
and accident insurance, life insurance, longevity, paid sick or vacation leave. The Consultant shall be responsible for paying salaries, wages and any other compensation due his personnel for services performed under this Agreement and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Consultant shall also be responsible for providing his personnel with workers’ compensation and unemployment compensation coverage, as required by law.

XII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at his own expense, protect, indemnify and hold harmless the County, the County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions of negligence of the Consultant or any of his officers, employees or agents which may arise out of the Agreement.

The Consultant’s indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, the County Grant Administrator, the State of Michigan, their officers, employees and agents by the insurance coverage obtained and/or maintained by the Consultant pursuant to the requirements of the Agreement.

XIII. LIABILITY INSURANCE.

A. The Consultant shall procure, pay the premium on, keep and maintain during the term of this Agreement as long as insurance is available, liability insurance coverage with limits of not less than the following:

1. Workers' Compensation: When and as required by law.

2. Employers' Liability: When and as required by law.

3. General Liability (occurrence basis only) with the following coverage Inclusions:
   a. Broad Form General Liability Endorsement or equivalent, if not in policy proper.
   b. Independent Consultant Coverage.
   c. Contractual Liability.


5. The Consultant may maintain such other insurances as he deems
appropriate for his own protection.

B. In the event that the Consultant's insurance coverage is at any time reduced or terminated during the duration of the Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Consultant.

XIV. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XV. ASSIGNMENT OR SUBCONTRACTING. The Consultant may not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

XVI. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVII. COMPLETENESS OF THE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XVIII. AGREEMENT PERIOD. The Consultant shall commence performance of the services and obligations required of the Consultant hereunder after this Agreement has been fully designed by the authorized representatives of both parties to this Agreement. The Consultant shall complete all services required by this Agreement by no later than the 31st day of December, 2018. This Agreement shall terminate on the 31st day of December, 2018 of whenever all funding is exhausted, whichever occurs first.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days written notice to the Consultant, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Consultant for the services rendered by the Consultant up to the effective date of termination.

XIX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Consultant shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
XX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are fully authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, The authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

Witnessed by:

Karen J. Bluhm  Date  Chairperson  Date
County Clerk  County Board of Commissioners

Susan VanderPol  Date
Grant Administrator

OSCEOLA COUNTY

CONSULTANT

William E. Sikkema, Secretary  Date
LCM SURVEYING & ENGINEERING INC