
2. Meeting Called to Order by Chairperson.

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

4. Brief Public Comments (Three Minute Limit).

5. Employee/Board Comments.


7. Consider Payment of Claims.

8. Old Business:
   A. Discuss Opioid Litigation Retainer Agreement & Resolution – Timothy Smith.
   B. Discuss Items – Susan Vander Pol:
      1. Medical Examiner Liability Insurance Update and Use of MEI’s
      2. Indigent Defense Grant Application
      3. Dighton Property Update
   C. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

9. New Business:
   B. Discuss C.O.A. Items – Scott Schryer:
      1. Marion Heat Tape Proposal and Reroute of Downspout
      2. Bark in the Park
      3. Bids on Sale of Vehicles
   C. Discuss Items – Susan Vander Pol:
      1. West MI Forensic Pathology Services Authority Resolution
      2. County Intraweb Update

10. Other Business:
11. Employee/Board Comments.
12. 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
JANUARY 16, 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, Jeremy Beebe-E.M.S. Director, Justin Halladay-Undersheriff, 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 Tiedt, to approve the agenda as amended. Motion carried.

Brief Public Comment: None.

Employee/Board Comment: None.

Motion by Commissioner Nehmer, seconded by Commissioner Wayne, to approve the minutes from January 3, 2018. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory, to approve the current claims of the County in the amount of $82,208.46. Recommendation was unanimously supported.

**Medical Examiner-Clause for Liability Insurance**
Susan Vander Pol, County Coordinator, spoke to Board members about a voucher request from the Medical Examiner’s office for payment toward medical liability coverage. Susan advised that per the contract that was included in the County’s contract expenses. Discussion was held. No payments will be made at this time until the issues are rectified.

**Medical Examiner-MDIlog Software**
Susan Vander Pol, County Coordinator, advised Board members that our E.M.S. Director’s access to the MDIlog Software has been terminated by the Medical Examiner. She explained our E.M.S. Director’s need for access. Discussion was held.

**Budget Amendments, Cash Transfers and Journal Register Report**
Commissioner Tiedt reviewed the cash transfers and budget amendments received.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the budget amendments, cash transfers and the County Treasurer’s Journal Register Report for December 2017 as presented. Recommendation was unanimously supported.

**Recognition of Years of Service to Osceola County**
County Commissioners took time to recognize and thank several employees for their various years of service to the County. Employees present for the presentation were Robert Cervantes-5 years, Alan
Tiedt-10 years, Jeremy Beebe-10 years, Terri Pontz-10 years, Tonia Hartline-15 years, Dan Massy-20 years, Sonja Reed-20 years and Jerry Lindquist for 35 years.

Board recessed at 10:08 a.m. for refreshments with recognized staff members.

Board reconvened the Committee meeting at 10:27 a.m.

**Sheriff Purchase of Vehicle**
Justin Halladay, Undersheriff, presented Board members with two quotes for the purchase of a 2018 patrol vehicle. He explained the quotes and recommended accepting the quote from My Chrysler Dodge Jeep Ram Fiat of Mt. Pleasant, Michigan. Discussion was held.

**Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to purchase a 2018 Patrol car from My Chrysler Dodge Jeep Ram Fiat, Mt. Pleasant, Michigan in the amount of $23,825. Recommendation was unanimously supported.**

**Installment Purchase Agreement/Sheriff’s Department Software**
Justin Halladay, Undersheriff, asked the Board to approve a resolution allowing him to finance their new jail software with Government Capital Corporation. A brief discussion was held.

**Recommended by Commissioner Elkins, seconded by Commissioner Gregory, to approve the Resolution Regarding an Installment Purchase Agreement designating Susan Vander Pol to sign the Installment Purchase Agreement and authorize the Chairman to sign the Resolution. Recommendation was unanimously supported.**

**General Mills Foundation Grant/C.O.A.**
Scott Schryer, C.O.A. Director, explained that last year a grant was submitted with General Mills Foundation to use toward their meal nutrition program. The grant has recently been awarded to Osceola County in the amount of $5,000 and needs Board acceptance. A brief discussion was held.

**Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to accept a $5,000 grant from the General Mills Foundation for Commission on Aging. Recommendation was unanimously supported.**

**AAAWM FY2018 Older Americans Act Contract Amendment**
Scott Schryer, C.O.A. Director, has received an increase for services through Area Agency on Aging of Western Michigan for the 2018 year. This increase requires a contract amendment be approved.

**Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to accept the Area Agency on Aging of West Michigan FY2018 Older Americans Act contract amendment as submitted. Recommendation was unanimously supported.**
Vairkko Contract Approval
Jeremy Beebe, E.M.S. Director, explained that the contract with Vairkko is for a human resource package to be used by the department. It is a new and improved resource to replace what they currently use. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the contract with Vairkko for software and authorize the Chairman to do an electronic signature for the documents. Recommendation was unanimously supported.

90-Day Notice to Cancel Tritech Billing & ePCR Online Contract
Jeremy Beebe, E.M.S. Director, explained that the new software they started in August 2017 is working well, so they are now ready to cancel the former service with Tritech Billing and ePCR Online. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to provide a 90-day notice to cancel the contract with Tritech for billing and ePCR for online services making it effective May 1st. Recommendation was unanimously supported.

90-Day Notice to Cancel Trizetto Contract
Jeremy Beebe, E.M.S. Director, explained that Trizetto is a 3rd party clearing house for their billing software and they no longer need their services with the new software. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to provide a 90-day notice to cancel the contract with Trizetto making it effective May 1st. Recommendation was unanimously supported.

New Voting Equipment/Board Resolution/Grant Agreement
Karen Bluhm, County Clerk, explained that with the selection of new voting equipment in the County, the State is requiring a Board Resolution approving the implementation of the new equipment and the grant agreement supplied by the State. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the resolution regarding the Grant to Purchase New Voting System and authorize the Chairman to sign. Recommendation was unanimously supported.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to accept the grant for voting machine equipment and authorize the County Clerk to sign. Recommendation was unanimously supported.

Other Business: Chairman Emig asked for Shane Helmer, Assistant E.M.S. Director, to explain the process for becoming a Level 2 MEI.
Employee/Board Comments: Commissioner Halladay asked questions regarding a recent accident in Lincoln Township.

Karen Bluhm, County Clerk, asked direction regarding Parks Department procedures for paying invoices. After discussion on the matter, Karen was advised not to pay further invoices, unless utilities as provided for in the Appropriation Act, until further notice.

Extended Public Notice: None.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory to adjourn at 11:29 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
RETAILER AGREEMENT

The County of Osceola, State of Michigan, ("Osceola") hereby retains, WEITZ & LUXENBERG, P.C. ("W&L"), as lead counsel and Sam Bernstein Law Firm PLLC and Smith and Johnson Attorneys PC, (collectively “Retained Counsel”) to prosecute and adjust for Osceola a claim for damages caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors of opioid analgesics and/or other culpable parties. Osceola hereby gives lead counsel, W&L, the exclusive right to take all legal steps to enforce its claims.

In consideration of the services rendered and/or to be rendered by Retained Counsel, Osceola hereby agrees to pay the following CONTINGENT fee:

Thirty (30) percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for Osceola’s share of the recovery only.

This fee will be paid ONLY if there is a recovery and will be deducted after the reimbursement of the litigation expenses, including, but not limited to, filing fees, costs associated with conducting discovery, hearings, conferences, meetings, trials, expert consultation and testimony, and investigation costs.

As lead counsel, W&L is authorized, in good faith and in the honest belief that it is in the best interests of Osceola, to associate other firm(s) to assist in this matter at no additional fee to Osceola. Regardless, W&L will maintain full control of the matter on behalf of the client at all times.

WEITZ & LUXENBERG, P.C, will advance all costs of the litigation.

On behalf of the County of Osceola:

Signature: __________________________________________
Dated: __________________________________________

On behalf of Sam Bernstein Law Firm PLLC:

Signature: __________________________________________
Dated: __________________________________________

On behalf of Weitz & Luxenberg, P.C.:

Signature: __________________________________________
Dated: __________________________________________

On behalf of Smith & Johnson Attorneys PC:

Signature: __________________________________________
Dated: __________________________________________
RESOLVED BY THE OSCEOLA COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE OUTSIDE COUNSEL FOR OPIOID LITIGATION

WHEREAS the Osceola County Board of Commissioners ("the Board") desires legal representation in national litigation that is being waged against manufacturers and distributors of opioids and other culpable parties; and

WHEREAS the participation in such national litigation requires specialized expertise; and

WHEREAS the Board has reviewed the qualifications of Weitz & Luxenberg PC, the Sam Bernstein Law Firm PLLC and Smith & Johnson Attorneys, PC, and believes that those firms collectively possess outstanding experience and qualifications to represent the County’s interests as it relates to the opioid epidemic.

NOW THEREFORE BE IT RESOLVED that the Board approves the firms of Weitz & Luxenberg PC, the Sam Bernstein Law Firm PLLC and Smith & Johnson Attorneys, PC, as special counsel to represent the interests of Osceola County in litigation concerning the opioid epidemic.
November 29, 2017

Larry Emig, Chairperson
County Board of Commissioners
301 W. Upton Ave.
Reed City, MI 49677

Re: Opioid Litigation

Dear Mr. Emig:

As you are aware, the opioid epidemic is creating an unprecedented financial burden on counties across Michigan and the country. The cost of Opioid pain medication addiction has taxed county resources to their limit. The cost of first responders, addiction services, rehabilitation, incarceration, healthcare and lost productivity, is staggering. One county that we have talked with indicated that they had budgeted $250,000.00 in 2017 for a county medical examiner. By the end of August, the number of opioid overdose autopsies had completely drained those monies, leaving the county with an unfunded examiner position. Another county we spoke with is in the process of a proposed millage to fund EMS services whose costs have skyrocketed as a direct result of runs for Opioid overdoses. Another county administrator we spoke with discussed at length the difficulty that manufacturers within the county have in hiring as it seems that no one can pass a drug test and job openings remain unfilled.

A number of municipalities in Michigan have decided to take action. Presently, the City of Detroit, Grand Traverse County, City of Lansing, Delta County and Saginaw County have retained our legal team on this important issue. We will be announcing another series of retentions in the coming week.

Why retain us?

Because, there is a legal option for counties such as yours that are facing these very real economic issues. In August of 2016, Suffolk County, New York filed the first lawsuit here in the United States by a municipal entity against the pharmaceutical companies and distributors that have caused this opioid epidemic. Since then, over 60 counties and municipalities have followed suit and the litigation is reaching critical mass. The team of attorneys that I am currently working with has been waiting to see what Michigan’s Attorney General would do. Would he follow suit like the State of Kentucky and join in this litigation as an entire state or move in a different direction? In September, Attorney General Bill Schuette announced he wouldn’t be filing suit on behalf of the State of Michigan, but was intending to investigate the culpability of the pharmaceutical companies
and the distributors here in Michigan through the State’s Corporate Oversight Division. This may mean fines and costs to some of these companies, but there will be nothing that will trickle down to counties like yours to compensate the county for the damages caused by the epidemic.

At the end of this month, there will be a hearing in Federal Court on the petition of current Plaintiffs who are currently in suit in Federal Court as a municipality against the pharmaceutical industry. The petition is to ask a Federal Court panel of judges to consolidate the sixty-some cases pending nation wide into a single Federal District court as part of “multi-district litigation” (MDL). If counties here in Michigan want to take part in that MDL, it is imperative that they move quickly.

For a number of years, Smith & Johnson has worked with both Attorney Mark Bernstein and Attorney Paul J. Pennock on various defective drug cases. The reasons we have worked with Attorney Pennock’s firm, Weitz & Luxenberg, is that Attorney Pennock is the chair of the drug and medical device litigation practice group at his firm in New York. He has a lengthy history of appointment to leadership roles on Plaintiffs steering committees in multi-district litigation. We anticipate he will appointed to that same committee in this case once the MDL is approved and assigned. We feel it is important to work with a team of attorneys who will be involved with the Plaintiffs steering committee so that our team has a hand on the tiller of the MDL to ensure our clients’ interests are directly represented in the litigation.

The approach that this team of attorneys is taking is unique. Smith & Johnson, Attorneys, P.C. will act as local counsel with direct contact with municipal clients throughout Northern Michigan. Mark Bernstein, of the Sam Bernstein Law Firm, will act as regional counsel in coordinating, not only the efforts of Smith & Johnson, Attorneys in Northern Michigan, but other local firms strategically positioned throughout Michigan. The national head of this particular attorney team will be Attorney Pennock of Weitz & Luxenberg out of New York for the reasons mentioned above. As chair of the drug and medical device litigation practice group at his firm, together with his lengthy history of leadership roles on steering committees, this makes him the obvious choice to best position our clients’ interests in the MDL against the opioid manufacturers and distributors.

I have attached information regarding each attorney in the team including Paul Novak who is the managing attorney at Weitz & Luxenberg’s Detroit office as well as a brief history of the Opioid epidemic and an overview of Michigan municipality Opioid litigation.

It is our intent to roll out a series of lawsuits in mid-December, shortly after the hearing regarding MDL. There are already a number of cities and counties who have or are in the process of retaining our litigation team to represent their interests. Anyone who has retained our group will have their respective cases filed by mid-December in Federal Court and, ultimately, joined into the MDL shortly thereafter. Retention of our team will be on a contingent fee basis. The team will advance all costs of litigation and the attorney fee is set at 30% of any net recovery after reimbursement of the monies spent pursuing the respective municipal claims.
November 29, 2017
Page 3

The approach that we are taking is unique. A combination of local knowledge, regional organization and national expertise is unprecedented within the current state of this litigation. If you, and/or any other decision makers within the county, would like to discuss the matter further, please contact my office or use my cell phone (231) 642-1798. This team has spent the last five weeks educating municipalities across Michigan on their immediate legal options. We are all available for teleconference, video-conference or face-to-face meetings as you see fit. Please let me know if you need any further information or would like to schedule a time to discuss your legal options.

Sincerely yours,

SMITH & JOHNSON, ATTORNEYS, P.C.

Timothy P. Smith

TPS:wmw
Enclosure
For two decades, Mr. Pennock has been chair of the Drug and Medical Device Litigation practice group at Weitz & Luxenberg.

He is directly responsible for leading a large national litigation department covering all aspects of litigation — from inception through trial. He has served as lead plaintiffs’ counsel, as well as plaintiff steering committee member, and liaison counsel in numerous state and federal multidistrict-litigation (MDL) mass tort cases.

This includes his current appointment as co-lead of the federal court Actos Multidistrict-Litigation coordination. In this role, he led the efforts in the recent $9 billion jury verdict, at the time the highest jury verdict in history for a personal injury case. Mr. Pennock has also handled numerous bellwether trials and Daubert hearings on expert-witness testimony in both state and federal courts.

He was also named national co-lead counsel of the federal power morcellator MDL, where he organized the first majority women Plaintiff Steering Committee in the 47 year history of multidistrict litigation.

As a well-respected member of the bar, he has been an invited speaker to dozens of legal conferences around the country, as well as at several law schools including Yale, Brooklyn, and the University of Denver, among others.

In 2007, he was honored with the invitation to author the mass tort litigation chapter in a two-volume legal treatise, "The Plaintiff’s Personal Injury Action in New York State" published by New York State Bar Association, edited by Patrick J. Higgins. It was published in 2009 and Mr. Pennock regularly provides updates.

Every year since 2007 he has been designated a “Super Lawyer.” He also has been a long-running “Best Lawyers” honoree. The National Law Journal calls him one of “America’s Elite Trial Lawyers.”

Mr. Pennock is widely considered, by both sides of the bar, as one of the best and most aggressive plaintiff litigators in the country. His work has led to more than a billion dollars in recoveries for Weitz & Luxenberg clients.

LEADERSHIP ROLES (PLAINTIFFS’ STEERING COMMITTEES OR LIAISON COUNSEL)
- Accutane Products Liability Litigation, MDL No. 1626
- Actos Products Liability Litigation, MDL No. 2299, Co-Lead Counsel
- Ethicon, Inc., Power Morcellator Products Liability Litigation, MDL No. 2652, Co-Lead Counsel
- Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation, MDL No. 2244, Science Committee
- Guidant Corp. Implantable Defibrillators Products Liability Litigation, MDL No. 1708
- New York State ReNu with MoistureLoc Product Liability Litigation, Index No. 766,000/2007, Liaison Counsel
- Proton-Pump Inhibitor Products Liability Litigation, MDL No. 2789, Co-Chair of Plaintiffs’ Executive Committee
- Seroquel Products Liability Litigation, MDL No. 1769, Co-Lead Counsel
- Silicone Breast Implant Litigation, Index No. 500,000/1993, Liaison Counsel
- Wright Hip System Cases, Judicial Council Coordination Proceeding (JCCP) No. 4710
Yasmin and Yaz (Drospirenone) Marketing, Sales Practices and Products Liability Litigation, MDL No. 2100

EDUCATION
- J.D., St. John's University, 1988
- B.A., Syracuse University, 1984

ASSOCIATIONS AND LICENSES
- American Association of Justice
- New York State Bar Association
- New York State Trial Association

BAR ADMISSIONS
- 1989, New York
- 1997, U.S. District Court, Eastern District of New York
- 2003, United States Supreme Court
- 2005, U.S. District Court, Western District of New York
- 2011, U.S. District Court, Northern District of New York
- 2014, United States Court of Appeals, 5th Circuit

PUBLICATIONS

SPEAKING ENGAGEMENTS
- Speaker: Louisiana State Bar Association, 17th Annual Class Action/Complex Litigation Symposium, November 10, 2017, Ritz-Carlton Hotel, New Orleans (upcoming)
- Speaker: Mass Torts Made Perfect, Nexium and Prilosec Litigation – Kidney Failure, October 19, 2017, Bellagio Hotel, Las Vegas, NV
- Speaker: Mass Torts Made Perfect, Nexium and Prilosec Litigation – Kidney Failure, April 27, 2017, Wynn Hotel, Las Vegas, NV
- Speaker: Counsel Financial, AAJ 2017 Winter Convention, Building a Mass Torts Practice: Straight Talk from the Experts, February 12, 2017, JW Marriott, Austin, TX
- Co-Chair: HarrisMartin's Proton Pump Inhibitors – Kidney Injury Litigation Conference, June 15, 2016, Philadelphia, PA
- Moderator: HarrisMartin's MDL Conference: 'Bet-the-Company' Mass Tort Litigation, Rapid Fire Updates on all Major Mass Tort Pharmaceutical and Medical Device Litigation, May 25, 2016, Thompson Chicago, Chicago, IL
- Speaker: Louisiana State Bar Association, 15th Annual Class Action/Complex Litigation Symposium, November 13, 2015, Hyatt French Quarter Hotel, New Orleans, LA
- Co-Chair: HarrisMartin's MDL Conference: Morcellator, Fluoroquinolone (FLQ) and Invokana Litigation, September 30, 2015, The Crowne Plaza Times Square, New York, NY
- Speaker: AAJ 2015 Annual Convention, Section on Toxic, Environmental, and Pharmaceutical Torts (STEP), July 13, 2015, Montreal Convention Center, Montreal, Canada
- Invited Faculty: Power Morcellator Litigation Webinar Presented with the AAJ's Laparoscopic Power Morcellator Litigation Group, February 11, 2015
• Speaker: Mass Torts Made Perfect: Actos Litigation Update, October 9, 2014, Bellagio Hotel, Las Vegas, NV
• Speaker: AAJ Education’s Plaintiff-Only Hot Topics and Trends in Litigation Seminar: GM Auto Recall, Pharmaceuticals, and Medical Devices, May 27-28, 2014, Sheraton Chicago Hotel & Towers, Chicago, IL
• Speaker: Louisiana State Bar Association, 12th Annual Class Action/Complex Litigation Symposium, Where’s the Fifth Circuit on Daubert?, November 30, 2012, Ritz-Carlton Hotel, New Orleans, LA
• Speaker: MTMP Presents: Actos Litigation: Winning the Cancer Case, October 11, 2012, The Bellagio Hotel, Las Vegas, NV
• Speaker: Harris Martin’s Mass Tort Litigation Conference with Judge Marina Corodemus (Ret.), Off Label vs. Approved Labeled Representations, June 4, 2012, The Ritz-Carlton Hotel, Philadelphia, PA
• Co-Chair: MTMP Productions Presents: Actos and Pelvic Mesh Litigation. A plaintiffs only forum, February 8-9, 2012, The Ritz-Carlton Hotel, Philadelphia, PA
• Co-Chair/Speaker: Harris Martin’s MDL Conference: Transvaginal Mesh and ACTOS Litigation, January 25, 2012, Miami, FL
• Speaker: Pharmaceutical & Medical Device Litigation, 11th Annual Class Action/Mass Tort Symposium, Louisiana State Bar Association, December 9, 2011, New Orleans, LA
• Speaker: Actos Science, Harris Martin’s MDL Conference: Transvaginal Mesh and ACTOS Litigation, November 30, 2011, Savannah, GA
• Speaker: American Association for Justice Education Yaz/Yasmin Teleseminar re: FDA Advisory Committee (Ad-Comm) November 10, 2011
• Speaker: Mass Torts Made Perfect Presents Yaz Litigation and Emerging Torts: SSRIs, Transvaginal Mesh and Actos
• Speaker: The Case for Mass Torts, Yale Law School, November 1, 2010, New Haven, CT
• Speaker: Defense Research Institute Corporate Counsel Roundtable, St. Regis Hotel, January 22, 2010, New York, NY
• Speaker: Seroquel Update, Mass Torts Made Perfect, October 15-16, 2009, Las Vegas, NV
• Lecturer: Medical Products Liability, Vioxx Liability, Brooklyn Law School, April 4, 2007
• Co-Chair: Mealey’s Vioxx Litigation Conference, December 11-12, 2006, Key Biscayne, FL
• Speaker: Identifying the Emerging Areas of Pharmaceutical & Medical Device Litigation, Mealey’s Teleconference, August 17, 2006
• Speaker: Contact Lens Solution Litigation, Focus on the Contact Solution Litigation, Mealey’s Teleconference, June 27, 2006
• Speaker: Verdicts & Mistrials – Where Are We Now? The Impact of the First Vioxx Trials on the Future of the Litigation, Mealey’s Vioxx Litigation Conference, May 8 – 9, 2006, Amelia Island, FL
• Speaker: ATLA Heart Device Litigation Group, Guidant MDL Meeting, The Unsettled J&J Takeover of Guidant, December 15, 2005, Minneapolis, MN
• Speaker: Mealey's Vioxx Litigation Conference, Consolidated Proceedings, NJ Update, December 12 - 13, 2005, Las Vegas, NV
• Speaker/Faculty Member: New York State Trial Lawyers' Association, Federal Practice for State Practitioners, The Use of Jury Questionnaires and Motions in Limine from a Plaintiff's Perspective, April 6, 2005, New York, NY
• Invitee: Conference on Electronic Discovery, February 20-21, 2004, Fordham University School of Law, New York, NY
• Speaker: Mealey's Conference on Baycol Litigation, The Non-Rhabdo Case: Disease Processes With or Without Elevated Enzyme Levels, June 2-3, 2003, Amelia Island, FL
• Speaker: Association of Trial Lawyers Association, Baycol and its Impact on Elderly Women, October 25 - 26, 2002, Scottsdale, AZ
• Speaker: Mealey's PPA & Ephedra Litigation Conference, Medical Literature: What is Known Regarding Heart Attacks, Strokes and Psychosis, February 4-5, 2002, Philadelphia, PA
• Speaker: Mealey's Conference on Baycol Litigation, Theories of Liability, January 14-15, 2002, San Diego, CA
• Speaker: Mealey's Conference on Propulsid Litigation, The "Hot" Documents and the "Key" Documents, June 14-15, 2001, New Orleans, LA
I have been fortunate enough to spend my entire legal career dedicated to the protection of the public. Whether it was through consumer advocacy on behalf of utility company ratepayers, targeting illegal price gouging in the pharmaceuticals industry, attacking corporate mismanagement and fraud on behalf of shareholders or litigating against corporate polluters who foul our land and poison our water, the underlying theme has always been the same: companies that take advantage of the public and behave irresponsibly should be taken to task and held responsible.

Paul Novak has a distinguished career of prosecuting complex civil cases against corporate wrongdoers and came to Weitz & Luxenberg to manage the firm's Detroit office and continue his practice of fighting irresponsible corporate behavior.

In the late 1980s, as an Assistant Attorney General in Michigan Attorney General Frank Kelley's office, Mr. Novak successfully attacked an illegal $1.5 billion transaction by Michigan's largest public utility, Consumers Power Company, and saved hundreds of millions of dollars for Michigan's ratepayers.

Mr. Novak is a national leader in litigation against the pharmaceutical industry. He led an $80 million case on behalf of all fifty State Attorneys General that attacked anticompetitive "pay for delay" deals that increase the price of prescription drugs and delay generic products from coming to market. And he has participated in several additional cases and obtained several hundred million dollars in recoveries on behalf of injured consumers and third-party payers who are overcharged by pharmaceutical companies.

Mr. Novak was appointed, by several state and federal courts, as lead counsel for plaintiffs in class action cases involving antitrust violations and in shareholder class actions. He has tried numerous antitrust and environmental enforcement cases to judgment and was awarded the Frank J. Kelley Distinguished Trial Advocacy Award for his service in the Michigan Attorney General's office. His antitrust work has been featured in the National Law Journal on the "Plaintiff's Hot List." He is routinely recognized as one of Michigan's Super Lawyers, as a Best Lawyer in DBusiness Magazine, as AV-rated by Martindale Hubbell, and as one of the top plaintiff antitrust lawyers in the nation by the Global Competition Review's Who's Who in International Competition Law. He was the former division head of the Special Litigation Division in the Michigan Attorney General's office with responsibility for all antitrust, securities regulation, and utility ratepayer consumer advocacy matters. And he served as the City Attorney of Lansing.

He sits on the State Bar of Michigan's U.S. Courts Committee. Among dozens of legal and civic organizations, Mr. Novak served as a member of the:

- State Bar of Michigan’s Antitrust, Franchising and Trade Regulation Section (former chair)
- National Association of Attorneys General Midwest Antitrust Enforcement Task Force (former chair)
- National Association of Attorneys General Prescription Drug Pricing Task Force
- Michigan Attorney General’s Litigation Advisory Board
- Lansing City Council
- Lansing Economic Development Corporation
  He derked at the Federal Trade Commission Regional Office in Atlanta, Georgia, the Michigan Public Service Commission in Lansing, Michigan, and as a Lyndon Baines Johnson Congressional intern while working on Capitol Hill in Washington D.C.

EDUCATION
- J.D., Emory University School of Law, 1986
- M.A. in Economics, Michigan State University, 1983
- B.A., Michigan State University, 1982

BAR ADMISSIONS
- Michigan
Mark J. Bernstein  
President, Managing Partner  
The Sam Bernstein Law Firm  
31731 Northwestern Highway, Suite 333  
Farmington Hills, MI  48334  
Phone: 800.225.5726  
Cell: 734.320.5505  
Fax: 248.737.4392  
mbernstein@sambernstein.com

Education

Juris Doctorate/MBA – University of Michigan 1996

Bachelor of Arts – University of Michigan 1993

Biography

Mark is honored to serve as the President and Managing Partner of The Sam Bernstein Law Firm, PLLC. In courtrooms and communities across Michigan he fights to make sure everyone gets a fair shake – not just powerful corporations and insurance companies. He continues the Bernstein family commitment to public service, work in government, business and the law.

Mark serves on the Executive Board of the Michigan Association for Justice. He was elected by leading defense and plaintiff attorneys from across Michigan to serve on the State Bar of Michigan Negligence Section Council. He was recently honored as a Fellow of the Michigan State Bar Foundation and a Leader in the Law by Michigan Lawyers Weekly. Mark is recognized as a Super Lawyer for excellence in the practice of law.

Mark helps educate future lawyers and leaders. He has lectured at the University of Michigan Law School and the University of Michigan College of Literature, Science & the Arts on tort and civil rights law.

In 2012, Michigan voters elected Mark to serve on the University of Michigan Board of Regents. Over 2.3 million voters in the state-wide election supported his campaign to make college affordable and accessible for Michigan families. His term on the Board of Regents ends in 2020.

Mark was the longest serving member of the Michigan Civil Rights Commission. He was appointed to serve on the Commission by Governor Jennifer Granholm in 2004 and served until
2012. In his work on the Commission, Mark was a strong voice for fairness and equality. He aggressively investigated the conduct of Michigan Civil Rights Initiative sponsors, organized the Michigan Civil Rights Summit, and examined migrant worker living conditions. Mark led the Commission to advocate for contraceptive equity, hate crime legislation, and equality for all Michigan citizens. He helped lead the Commission's work related to bullying. Mark also helped initiate the Civil Rights Youth Initiative, a collaboration between the University of Michigan and the Michigan Department of Civil Rights.

Mark served as Director of Press Pool Operations in the White House during the Clinton administration. At the White House, he helped to promote an agenda that produced the longest economic expansion in American history and the largest expansion of college opportunity since the GI Bill.

Mark has served on the Board of Directors of the Jewish Federation of Washtenaw County, as Chairperson of the Community Relations Committee of the Jewish Federation of Washtenaw County, and on the Advisory Board of Jewish Family Services of Washtenaw County. Mark has also served on both the Governing Board and Board of Trustees of the University of Michigan Hillel. Mark serves on the Board of Directors of Detroit Public Television.

His commitment to public service and professional success has been celebrated across Michigan. Mark recently received the Congressman John Conyers, Jr. Public Official Award from The ARC Detroit. He is the 2011 recipient of the Washtenaw Association for Justice Outstanding Attorney Award. Mark was also honored to receive the Claire and Isadore Bernstein Award from Jewish Family Services of Washtenaw County.

Mark is a grateful product of Michigan’s public education system...from kindergarten to earning three degrees from the University of Michigan (BA, JD, MBA).

Mark is licensed to practice law in Michigan, Illinois, and Ohio.
Timothy P. Smith
Practice Group Chair – Personal Injury Litigation
Smith & Johnson, Attorneys PC
603 Bay St. Traverse City, MI 49684
Phone: 231.946.0700
Cell: 231.642.1798
Fax: 231.946.1735
tsmith@smith-johnson.com

Education

Juris Doctorate – Notre Dame Law School 1992
Bachelor of Arts – Philosophy and English Literature, University of Notre Dame 1989

Biography

Mr. Smith has practiced in plaintiff side personal injury cases since graduating law school. He has litigated nationwide including cases in Ventura County, California and Middlesex County, New Jersey. He filed one of the first Ethicon PhysioMesh cases here in Michigan. Those cases are currently pending as part of a Multidistrict Litigation in the Northern District of Georgia. Recently, Best Lawyers listed Mr. Smith as the Plaintiffs Lawyer of the Year for Northern Michigan. At 34 years of age, he was one of the youngest attorneys in the state to receive an AV-rating, the highest rating, from Martindale-Hubbell. Both Best Lawyers and Martindale-Hubbell rely on peer review from other attorneys and local judges as to these rankings, which, represent the highest level of professional excellence in the field.

He is a frequent speaker in the area of litigation strategies and techniques and has annually moderated the Michigan Trial Lawyers Winter Seminar since 2000. In 2006 he was named to the 40 under 40 list by the Grand Traverse Business News and was named to the “A-List” of attorneys in Northern Michigan by Traverse the Magazine.

Mr. Smith has sat on the Board of Directors for the Father Fred Foundation, the Board of Trustees of the Great Lakes Children’s Museum, the Board of Directors for the Brain Injury Association of Michigan, and the Executive Board of the Michigan Association for Justice, fka - Michigan Trial Lawyers Association.

Mr. Smith was a licensed fly fishing guide from 1999 to 2009, spent many evenings coaching kids basketball, softball and volleyball, enjoys hunting and fishing throughout Northern Michigan and currently enjoys being an empty nester with his wife Shawn now that Caroline, Molly and Luke have headed off to college.
The Opioid Epidemic

Opioids are a class of drug used to reduce pain.
- **Heroin**: illegal substance derived from opium.
- **Fentanyl**: synthetic opioid, 50 to 100x more potent than morphine.
- **Prescription Pain Relievers**, including, but not limited to:
  - OxyContin
  - Percocet
  - Actiq
  - Opana

**Opioids are addictive.**
- Opioids act on the opioid receptors in both the spinal cord and the brain to reduce the intensity of pain-signal perception.
- Opioids can produce a sense of euphoria.
- People can develop an addiction to opioids astonishingly quickly. The CDC (Centers for Disease Control and Prevention) found that if patients took opioid pain relievers for just 8 days – 13.1% would still be using opioids a year later.¹

**Rise of opioid use in the U.S.**
- From 1999 to 2010, sales of opioid pain reliever in the U.S. quadrupled.²
- Sales of OxyContin rose from $44 million in 1996 to nearly $3 billion in 2001 and 2002.³
- By 2010, despite only making up 4.6% of the world’s population, the U.S. consumed 80% of the global opioid supply.⁴
- Prescription opioid use also serves as a gateway to heroin, which for many users can be cheaper and easier to access.
  - 75% of heroin users whose abuse began in the 2000s started by using prescription opioids.⁵

**How did we get here?**
- In the late 1990s, pharmaceutical companies undertook an aggressive marketing campaign that promoted the use of opioids to treat both acute and chronic, non-cancer pain.⁶
- Sales representatives minimized the risk of addiction, leading healthcare providers to prescribe opioids at increasingly greater rates.⁷
- This lead to widespread diversion and misuse of opioid medications before it became clear these medications could indeed be highly addictive.⁸
- Pharmaceutical companies spent more than $880 million from 2006 through 2015 on lobbying and campaign contributions fighting opioid prescription reform and legislation.⁹

**The Opioid Epidemic Today.**
- Each day, more than 1,000 people are treated in emergency departments for not using prescription opioids as directed.¹⁰
- Drug overdoses are now the leading cause of death among Americans under 50.¹¹
- **91 Americans die of an opioid overdose every day.**¹²
Opioid addiction and abuse creates increased economic burdens.
  • The total economic burden of prescription opioid misuse in the U.S. is estimated to be a staggering $78.5 billion a year.
    o This includes healthcare, lost productivity, addiction treatment and criminal justice involvement.
  • Your municipality has faced an increased economic burden due to opioid addiction and abuse

Across the county, cities, counties and states are taking steps to hold opioid manufacturers, distributors and retailers accountable.
  • There are at least 92 actions pending in courts across the nation.
    o They represent actions in 21 different states.

With Weitz & Luxenberg’s experience in complex civil litigation, we are uniquely qualified to pursue the issues surrounding the serious public health crisis of opioid addiction and abuse, including the enormous associated economic burdens placed on local governments.

Weitz & Luxenberg, P.C.

Located in downtown Manhattan Detroit, Los Angeles and Cherry Hill, N.J. (outside of Philadelphia), Weitz & Luxenberg, P.C. is one of the leading civil plaintiffs’ firms in the country with a practice concentrating in product liability, environmental, consumer fraud, class actions, negligence and healthcare. The firm was founded in 1986 and has represented individuals and municipalities in civil actions against the largest companies in the pharmaceutical industry as well as polluters. Our firm has been appointed to leadership positions and played leading roles in national, state and local pharmaceutical and healthcare litigations for decades. Such pharmaceutical and healthcare litigations involve complex medical and healthcare issues requiring a commitment of extraordinary time and resources to achieve success for our clients.

The attorneys at Weitz & Luxenberg, P.C. are top courtroom advocates, respected legal scholars, skilled managers of complex litigation, and legal and community leaders as well. The firm is assisted by a team of nearly 500 support staff with skill and experience in addressing and assessing the severity of a governmental cost recovery action such as the opioid litigation.

Weitz & Luxenberg, P.C. has a long history representing public sector clients. Recently, the firm was involved in litigation on behalf of New York counties against 77 pharmaceutical companies for fraudulent pricing practices and false claims in the Medicaid program. During the course of the ten plus years litigating the claims, the firm worked with numerous county administrators and employees at the Department of Social Services, the County Detention Facility, County Nursing Homes, the County Hospital(s), and the County Pharmacy to understand the extent of damages within the Medicaid Program. After long and protracted litigation against essentially the entire pharmaceutical industry, the litigation resulted in a much-needed recoupment of millions of taxpayer dollars to each of our county clients. We have additionally represented municipalities in water pollution cases, which were similarly successful.
Citations:


7. Id.

8. Id.


Michigan Municipality Opioid Litigation

How long will this litigation take?
We are at the inception of what will likely be a multi-year process. This litigation involves a number of opioid manufacturers, distributors and retailers that are currently facing dozens, and will likely face hundreds, of lawsuits throughout the United States, including government investigations. There is still a lot of investigation to be conducted regarding liability and damages at the local, state and national level. Weitz & Luxenberg, P.C. will be extensively involved at every step of the way to ensure that you are kept fully informed of each development as the case proceeds.

Where will our case be filed?
A petition has been filed to consolidate the cases filed throughout the country into a federal Multi-District litigation ("MDL"). If the MDL petition is granted, your case will be filed in the United States District Court for the appropriate District of Michigan or the district court where the Opioid MDL is established.

What is a MDL?
A Multidistrict Litigation is a legal proceeding designed to consolidate and coordinate the process by which general discovery is conducted in complex cases. In a MDL, your municipality would have an individual claim among a collection of similar claims; however, aspects of the litigation, such as general discovery and experts, will be consolidated to avoid the time and expense of duplicative efforts in separate district courts across the county.

Why would we want our case filed in a MDL?
MDLs allow for plaintiffs with similar claims to consolidate their resources and efforts while litigating a case and avoid inconsistent rulings among federal courts on important issues relating to discovery, expert testimony and/or case dispositive issues. Since this litigation affects people throughout the nation, an MDL is an opportunity to bring together cases filed in district courts across the county in order to provide efficient and coordinated adjudication of issues affecting all cases. MDLs provide an organizational process essential to managing a litigation of this size and nature, which affects so many individuals, municipalities, and government entities.
Why is this case not targeting the doctors who prescribed opioids?
Your case will be focused on the manufacturers, distributors, and retailers of prescription opioids. In the late 1990s, pharmaceutical companies undertook an aggressive marketing campaign that promoted the use of opioids to treat both acute and chronic, non-cancer pain. Sales representatives, along with marketing materials, drastically minimized the risk of addiction, while simultaneously overstating the effectiveness of opioids for chronic pain. As a result, healthcare providers across the country began prescribing opioids at increasingly greater rates. We believe that the proliferation of opioids in the United States is a direct result of the actions of manufacturers, as well as the inaction of distributors and retailers, and they should all be held accountable for it.

Will this case adversely impact our local doctors or locally owned pharmacies?
No. Your lawsuit will be focused on the national manufacturers, distributors, and retailers, who developed, marketed, sold and distributed prescription opioids within Michigan and your municipality.

What are the steps our municipality has to take if we decide to get involved in this litigation?
The first step we will ask your municipality to take is to place a litigation hold on any and all information and documents relevant to this matter including the preservation of all electronically stored information, including copies and backup files, and paper documents/files which your municipality maintains to comply with its legal obligation. Almost immediately, we will have attorneys and/or trained legal assistants meet with whoever you designate to start the process of ascertaining and then calculating the damages sustained, as well as compiling the documentary evidence for this. Beyond that, the litigation will not likely require much time consuming effort on the part of the municipality.

What types of claims can our municipality bring?
The claims against the manufacturers, distributors and retailers of brand name and generic prescription opioids include, but are not limited to: (1) false and deceptive acts and business practices; (2) false and deceptive marketing and advertising; (3) violations of the Social Services law; (4) public nuisance; (5) negligence; (6) fraud; and (7) unjust enrichment.
What damages are likely recoverable in this litigation?

The damages in these claims result from the additional economic burden placed on municipalities relating to opioid addiction and abuse. Increased costs and expenditures to municipality departments, agencies, facilities, clinics or otherwise, include public health costs such as addiction treatment centers; law enforcement costs, including specialized courts; emergency response costs; and medical examiner costs.
MICHIGAN MUNICIPALITY OPIOID LITIGATION

DAMAGES TO MUNICIPALITIES

The damages in the claims against manufactures, distributors and retailers of prescription opioids result from the additional economic burden placed on the municipality relating to opioid addiction abuse. The below itemization is an initial list of recoverable costs and expenses directly related to county expenditures. Such opioid addiction abuse increases the following costs in the municipality:

1. Public Health Costs:
   a. Hospitals
   b. Clinics and Pharmacies
   c. Addiction treatment and rehabilitation centers
   d. Substance abuse programs
   e. Substance prevention and education programs
   f. Mental Health and Behavioral Facilities
   g. Social Services
   h. Medicaid/Medicare
   i. Veteran’s Affairs
   j. Worker’s Compensation and Disability

2. Emergency Response Costs:
   a. EMT and Ambulance Services
   b. Fire Department Responses
   c. Narcan/Naloxone Training and Administration

3. Medical Examiner’s Office Costs:
   a. Increased staffing
   b. Storage of bodies
   c. Indigent burials
   d. Cemetery

4. Law Enforcement Costs:
   a. Detention Center/Prison
   b. Prosecution/Public Defender’s Office
   c. Investigation/Arest Increase
   d. Narcotic Task Forces
   e. Specialized Court Costs: drug treatment, juvenile, surrogate, probate
   f. Probation

5. Foster Care Programming Costs:
   a. Family/Child services
   b. Child protective services
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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<td>Data Fund</td>
<td>815120 699001</td>
<td>$(_____</td>
<td>$(_____, 100)</td>
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<tr>
<td>___ ___ ___</td>
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<td>___ ___</td>
<td>___ ___</td>
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<tr>
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<td>___ ___ ___</td>
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</tr>
</tbody>
</table>

EXPENSES:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copy Admin</td>
<td>745 903 970006</td>
<td>$(_____</td>
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<td>___ ___</td>
</tr>
</tbody>
</table>

TOTAL $(_____ 100) $(_____ 100)

County Coordinator
Department

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

Department Head Signature
Date

EXPLANATION:
Mission Statement

MDHHS provides opportunities, services, and programs that promote a healthy, safe, and stable environment for residents to be self-sufficient.

MDHHS Vision

Develop and encourage measurable health, safety and self-sufficiency outcomes that reduce and prevent risks, promote equity, foster healthy habits, and transform the health and human services system to improve the lives of Michigan families.

Board Members:

Carolyn Curtin, Chair
Glenn Bluhm, Vice Chair
Carole Edstrom, Member
Larry Emig, Osceola County Commissioner
Assistance Payments & Administrative Support

The primary programs within Assistance payments are the Family Independence Program (FIP or formerly cash assistance), Food Assistance Program (FAP), Medicaid and Affordable Health Care Act benefits (MA), State Emergency Relief (SER) and State Disability Assistance (SDA). The programs are accessed and served by Eligibility Specialist and Family Independence Specialists. Administrative staff register all applications for assistance, scan and index documents, respond to customers and complete internal accounting tasks. Mecosta/Osceola DHHS had 20 staff and two managers overseeing Assistance Payments programs. There are five Administrative Support staff.

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Clients Served</th>
<th>Timely Processing</th>
<th>Funds Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Independence Program</td>
<td>88.5 Avg.</td>
<td>97.33%</td>
<td>$185,528</td>
</tr>
<tr>
<td>Food Assistance</td>
<td>3,400 Avg.</td>
<td>97.94%</td>
<td>$4,156,519</td>
</tr>
<tr>
<td>Child Day Care</td>
<td>142 Avg.</td>
<td>99.28%</td>
<td>$230,435</td>
</tr>
<tr>
<td>State Emergency Assistance</td>
<td>217</td>
<td>98.4%</td>
<td>$131,489</td>
</tr>
<tr>
<td>Medicaid Programs</td>
<td>5,244 MA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1,433 HMP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

http://www.michigan.gov/mdhhs/0,5885,7-339-73970_61179_10830---Y_2017,00.html

Adult Protective Services

Protective Services for adults are services designed to address conditions which cause neglect, abuse or exploitation of an adult who is vulnerable because of a mental or physical impairment or as a result of a competency determination by a health care provider. Independent living services are provided to adults who are vulnerable to assist them in maintaining continuity in placement or care. Mecosta/Osceola DHHS had three APS staff and one Program Manager overseen by the Business Service Center in 2017.

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Clients Served</th>
<th>Timely Processing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independent Living Services</td>
<td>100</td>
<td>98.77%</td>
</tr>
<tr>
<td>Protective Services Complaints</td>
<td>153</td>
<td>100%</td>
</tr>
</tbody>
</table>
Children’s Protective Services

The Child Protection Law (Act 238) requires the agency to act upon any report of child abuse, child neglect or exploitation that is received by the agency, including any report on a child in foster care or a child without proper custody or care. Investigators determine if there is factual evidence to support a preponderance finding and are allowed a thirty day period to do so. Ongoing CPS staff provide direct oversight and services in open cases where abuse or neglect has been established and the family is in need of intervention to safeguard the child(ren) in the home and maintain placement of the child(ren) in the home. Mecosta/Osceola DHHS had 10 CPS investigators and 5 CPS Ongoing workers in 2017.

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Cases</th>
<th>Timely Report Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Investigation</td>
<td>289</td>
<td>97%</td>
</tr>
<tr>
<td>Ongoing</td>
<td>35</td>
<td>79%</td>
</tr>
</tbody>
</table>

Licensing

Our mission is to ensure protection to children who are receiving care from licensed agencies and facilities by enforcing rules and laws such as the Child Care Organizations Act (1973 PA 116).

<table>
<thead>
<tr>
<th>Licensed Homes</th>
<th>Homes Pending Licensure</th>
<th>Timely Processing</th>
</tr>
</thead>
<tbody>
<tr>
<td>27</td>
<td>4</td>
<td>78%</td>
</tr>
</tbody>
</table>

Foster Care & Juvenile Justice

Foster care programming is provided to families to assist in the reunification efforts when a child(ren) are placed in care as a result of imminent safety risks. Reunification efforts are maintained for nine months after placement and then goal changes are evaluated based on legal standards and the progress of the case. Workers in these roles assist families in addressing barriers such as housing, substance abuse, domestic violence and lack of employment. The primary goal of Juvenile Justice Services under the Youth Rehabilitation Act (P.A. 150 of 1974) is to promote productive behavior on the part of high risk youth, to prevent them from becoming delinquent, and to prevent them from moving further into the system. Objectives include maintaining youth in school, work or training.

<table>
<thead>
<tr>
<th>Program Type</th>
<th>Cases</th>
<th>Timely Report Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Foster Care</td>
<td>15</td>
<td>94%</td>
</tr>
<tr>
<td>Young Adult Voluntary Foster Care</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
Volunteer Services

This program is intended to provide services and resources where gaps are evident. The volunteer services program continues to coordinate the Gifts for Kids program annually and has facilitated a golf outing annually to assist with expenditures for this program. The program also assists with a grant application for a student clothing program for Evart Elementary and oversees the distribution of these funds. All volunteer transportation is scheduled, monitored and paid under the scope of this program.

Volunteers | Volunteer Trips Provided | Other Services offered
--- | --- | ---
24 | 4,102 | Gifts for Kids, P2P Clothing Grant and Golf Outing, Coat Distribution

Annual Highlights

Mecosta/Osceola DHHS passed the Department of Child Welfare Licensing Audit for fiscal year 2016/17 with no findings or missed items. This includes all of the components/requirements set forth by the Implementation Sustainability and Exit Plan (ISEP), as well as all state of Michigan Child welfare licensing rules for all cases reviewed.

Mecosta/Osceola DHHS has been involved in the planning of a Child Advocacy Center to provide forensic interviewing by an expert interviewer in cases of severe physical abuse and sexual abuse. Mecosta and Osceola Counties are two of only 6 counties in lower Michigan that do not have an accessible child advocacy center.

Mecosta/Osceola DHHS will pilot Universal Caseloads for assistance payments programs beginning in April of 2018. This will modify the existing workload for all assistance payments programs from a case basis to tasks. For example, the current caseloads for workers are now at an average of 673 per worker. The task based system will assign tasks from each of these cases to individual workers allowing for a streamlined process, better customer service and improved expertise in each task. Similar programming has been utilized by the State Office of Child Support and has demonstrated excellent results.
Mecosta/Osceola DHHS now has one Pathway to Potential (P2P) Specialist in Osceola County. The specialist is tasked with processing cases as other workers in assistance payments would, as well as working collaboratively with the school to improve overall attendance rates through tracking, consistent contact, incentivizing excellent attendance and development of community partnerships. The Specialist works from the Evart Elementary School. The department also has Child Welfare and Eligibility Workers stationed at Reed City Elementary as well.

The Pathway to Potential (P2P) Specialist in Osceola County has been involved with the Rising Tides Planning through her role as the lead in the Education Sub-Team.

Mecosta/Osceola DHHS has experienced a steady decrease in the number of foster children in care in both Mecosta and Osceola Counties over the last five years. There are currently 15 in care in Osceola County. In 2012 21 children were removed from their homes in Osceola County. In 2017 15 children were removed from their homes for a 29% overall decrease. This has equated to cost savings for the county due to decreased placement and court costs, as well as provided increased stability for families due to the department’s efforts to maintain children within their homes.

In 2017 the Osceola DHHS Board of Directors returned $20,000 carryover of funding from their general budget to the county for the purpose of assisting in general budgetary planning and fiscal needs.
January 22, 2018

Marion Comm. On Aging
101 East Main Street
Marion Michigan, 49665

RE: Install of Heat tape

We propose to furnish labor, material, and equipment needed to install heat tape on the east side of the covered handicap ramp.

Work includes:
- Furnish and install 75' of commercial grade heat tape with an ambient air thermostat starting in the valley of the new roof, along the eave above the existing gutter, and in the gutter and downspout.
- Furnish and install new power outlet for the heat tape on its own circuit in the existing panel.
- Clean up all construction debris

We propose to complete the above stated work for the sum of:

**One Thousand Nine Hundred Eighty and no/100....... Dollars ($1,980.00)**

Sincerely,

Nick Bentley

Accepted By __________________________ Date __________________
Hello Susan and Scott.

Last week Wednesday I had the opportunity to visit the Marion COA building. After looking at the gutter/downspout, We spoke to Nick to discuss how the east downspout will be revised. Nick is planning on running the east downspout under the deck to the west. It will terminate in the stone area adjacent to the west sidewalk. This should help to direct the water away from the ramp entry.

As previously discussed, this reworking of the east downspout will be completed at no cost to the County.

Thanks.

Bob Van Putten, President
Landmark Design Group, PC
Bark in the Park
Your Business and 9&10 News Presents a Day of Fun with our Furry Friends!
Bark in the Park

Celebrate pets with others at the 9&10 News annual Bark in the Park. Bark in the Park will be held this summer in July or August at your business. This event will feature games and contests relating to pets. Pets and their owners will be invited to come to this free event. Everyone will enjoy the afternoon with dogs.

A spot promoting the event will run for three weeks prior. 9&10 News will also provide games, such as an obstacle course, look-a-like contests, and Doggie IQ tests. Your staff is welcome to help with the judging of the contests or running any of the games.
9&10 News Will Provide Games too!

- Homemade Obstacle Course
- Costume Contest
- Doggie IQ Test
Our Commitment!

9&10 News will provide:

- Production of :30 promotional spot, including your name as a sponsor
- Coordinating and running the event
- Airtime of promotional spot as available
- Mention of event on 9and10news.com
- Giveaways for the contests

Your Business will provide:

- Giveaways for the contests
- Received through local vendors
- $4250. airtime schedule for promotional spot/digital schedule
- Tent
- Sound System
- Location (at your business or we can work together to find a public park)
Thank you!
OSCEOLA COUNTY COMMISSION ON AGING
SALE OF: 1999 Ford Windstar / Minimum Bid: $150.00

Bids Due Date: January 25, 2018, at 3:00 p.m.

1. Bidder: Dustin Stauffer  Bid: $150.00
   City: Lake City, MI

2. Bidder: Scott Schryer  Bid: $165.00
   City: Mc Bain, MI

3. Bidder: Brian Olender  Bid: $300.00
   City: Tustin, MI

4. Bidder:  Bid: 
   City: 

5. Bidder:  Bid: 
   City: 

6. Bidder:  Bid: 
   City: 

7. Bidder:  Bid: 
   City: 

8. Bidder:  Bid: 
   City: 

Jody Wray
Signature of Bid Opener

Witness Signature
OSCEOLA COUNTY COMMISSION ON AGING
SALE OF: 2003 Dodge Caravan / Minimum Bid: $150.00

Bids Due Date: January 25, 2018, at 3:00 p.m.

1. Bidder: Craig Smith  Bid: $150.00
   City: Lake City, MI

2. Bidder: Scott Schryer  Bid: $165.00
   City: McBain, MI

3. Bidder: Brian Olender  Bid: $327.00
   City: Tustin, MI

4. Bidder:  Bid: $
   City: 

5. Bidder:  Bid: $
   City: 

6. Bidder:  Bid: $
   City: 

7. Bidder:  Bid: $
   City: 

8. Bidder:  Bid: $
   City: 

Signature of Bid Opener

Witness Signature
OSCEOLA COUNTY COMMISSION ON AGING
SALE OF: 2004 Ford Econoline Van / Minimum Bid: $150.00

Bids Due Date: January 25, 2018, at 3:00 p.m.

9. Bidder: Craig Smith  Bid: $ 150.00
   City: Lake City, MI

10. Bidder: Scott Schryer  Bid: $ 165.00
    City: McBain, MI

11. Bidder: Scott Schryer  Bid: $ 311.00
    City: McBain, MI

12. Bidder: Brian Glender  Bid: $ 407.00
    City: Tustin, MI

13. Bidder:  Bid: $ 
    City: 

14. Bidder:  Bid: $ 
    City: 

15. Bidder:  Bid: $ 
    City: 

16. Bidder:  Bid: $ 
    City: 

Signature of Bid Opener

Witness Signature
OSCEOLA COUNTY

RESOLUTION

#2018-_____

The following preamble and resolution were offered by Board Member ________________ and supported by Board Member__________________.

WHEREAS, Newaygo, Mecosta, and Montcalm Counties have formed the West Michigan Regional Pathology Services Authority (the Authority), under the authority of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 ("Act"), and

WHEREAS, the Authority has been formed for the purpose of:

(a). Providing autopsy services.

(b). Providing body storage services.

(c). Providing medical examiner services.

(d). Providing crime scene investigatory services.

(e). Providing body transport services.

(f). Providing for the operations of a morgue.

(g). Developing or enhancing intergovernmental cooperation with 1 or more Public Agencies.

(h). Entering into joint endeavors or undertakings with 1 or more Public Agencies.

(i). Entering into cooperative agreements or other forms of intergovernmental cooperation with 1 or more Public Agencies, and,

WHEREAS, under the Act, a public agency may jointly exercise with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately, and

WHEREAS, the County of Osceola, a Michigan municipal corporation located within the State of Michigan and a Public Agency as defined in the Act, wishes to petition for membership in the Authority, and
WHEREAS, the Authority Board has to review the petition and find the addition of the County of Osceola to the Authority to be appropriate and beneficial to all parties.

NOW THEREFORE BE IT RESOLVED THAT, Osceola County formally petitions the Authority Board to amend the Authority Agreement to allow participation in the Authority by the County of Osceola as a Party to the Agreement.

Commissioners:
AYES: ____________________________

Commissioners:
NAYS: ____________________________

STATE OF MICHIGAN   )
                     )ss.
COUNTY OF OSCEOLA

I, Karen J. Bluhm, Osceola County Clerk, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Osceola County Board of Commissioners at a regular meeting on February 6, 2018.

__________________________________________
Karen J. Bluhm
Osceola County Clerk

Date: __________________
INTERLOCAL AGREEMENT

BETWEEN THE

COUNTY OF NEWAYGO
(a Michigan public body corporate)

AND THE

COUNTY OF MECOSTA
(a Michigan public body corporate)

CREATING THE

WEST MICHIGAN FORENSIC PATHOLOGY SERVICES AUTHORITY
(a Michigan public body corporate)

As Restated and Amended by the Parties

DATE OF AMENDMENT
Newaygo County: July 26, 2017
Mecosta County: August 3, 2017
Montcalm County: August 28, 2017
The following recitals are made regarding this interlocal agreement between the County of Newaygo ("Newaygo") and the County of Mecosta ("Mecosta"):

The State of Michigan and its political subdivisions have been authorized by the People of the State of Michigan to enter into agreements for the performance, financing, and execution of governmental functions through Section 5 of Article III of the State Constitution of 1963. The People of the State of Michigan, through Section 28 of Article VII of the State Constitution of 1963, have required the Michigan Legislature to authorize two or more counties, townships, cities, villages, or districts to, among other things: (1) enter into contracts, including with the State, for the joint administration of functions or powers; (2) share costs and responsibilities; (3) transfer functions or responsibilities; (4) cooperate; and (5) lend their credit in connection with any publicly owned undertaking.

The Michigan Legislature has implemented Section 5 of Article III of the State Constitution of 1963 and Section 28 of Article VII of the State Constitution of 1963 by enacting the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 ("Act"). Under the Act, a public agency may jointly exercise with any other public agency any power, privilege, or authority that the agencies share in common and that each might exercise separately. An agreement between one or more public agencies under the Act may provide for a separate legal or administrative entity, which must be a public body corporate or politic, to administer or execute the agreement.

Both Newaygo and Mecosta are a "public agency" as that term is defined under the Act. Newaygo and Mecosta both possess the power, privilege, and authority under State law to engage in intergovernmental cooperation. Each have previously executed an intergovernmental agreement on or about April of 2014 that recognized the cost efficiencies achieved by common arrangements for the development and operation of a consolidated public morgue and authorized Phase I of two phases that entailed the mutual cooperation between the two counties and directed the administrators of the two counties to jointly manage the project in order to get the new joint public morgue up and running.

Both Newaygo and Mecosta now seek to continue to cooperate with the other in the ongoing development, cost, and operations of the new morgue operation while commencing Phase II of that agreement to include the management control and ownership of the morgue, by entering into this interlocal agreement. Newaygo and Mecosta intend to achieve their goal by creating a separate legal entity to own, manage, and control the morgue named the West Michigan Forensic Pathology Services Authority ("Authority").

Under this interlocal agreement, Newaygo and Mecosta agree that the Authority will administer or execute the joint powers, duties, functions, responsibilities, and authority possessed by Newaygo and Mecosta as necessary to provide for the ownership, management control, and continued operations of the new morgue.

Accordingly, Newaygo and Mecosta agree to the following terms and conditions:
ARTICLE I

DEFINITIONS

Section 1.01. Definitions. As used in this interlocal agreement:


(b). "Agreement" means this interlocal agreement between Newaygo and Mecosta.

(c). "Authority" means the West Michigan Forensic Pathology Services Authority, a separate legal entity and public body corporate created under Article III.

(d). "Authority Board" means the board of the Authority created under Article IV.

(e). "Book of Contributions" means a book listing and noting any and all financial contributions by the Founding Counties to the creation and startup of the West Michigan Forensic Pathology Services Morgue, including the award and receipt of a State of Michigan Competitive Grant Assistance Program Grant, and any existing non-monetary asset and in-kind contributions reduced to a monetary amount.

(f). "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a

(g). "CEO" means a chief executive officer of the Authority selected under Section 4.8.

(h). "Effective Date" means the later of January 1, 2017 or the date on which all of the following are satisfied:

   (i). The Agreement is approved and entered into by Newaygo.

   (ii). The Agreement is approved and entered into by Mecosta.

(i). "Fiscal Year" means the fiscal year of the Authority and refers to the period of time that the budget shall be effective. The fiscal year shall begin on January 1 of each calendar year and end on December 30 of the following calendar year and shall be coterminous with Mecosta County’s fiscal year.

(j). "Founding County" means both Newaygo and Mecosta, the first two counties that are Parties to this Agreement.

(k). "Newaygo" means the County of Newaygo, a Michigan municipal corporation located in the State of Michigan.

(l). "Mecosta" means the County of Mecosta, a Michigan municipal corporation located in the State of Michigan.

(m). "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

(n). "Party" means a county that has approved this Agreement and that has not withdrawn from this Agreement.
(o) "Person" means an individual, authority, corporation, limited liability company, partnership, limited partnership, firm, organization, association, joint venture, trust, governmental entity, Public Agency, or other legal entity.

(p) "Protected Person" means a commission, council, board, commission member, council member, board member, officer, employee, contractor, or agent of a Party, as defined in Section 1.01(n) of this agreement..

(q) "Public Agency" means that term as defined under Section 2(e) of the Act.

(r) "State" means the State of Michigan.

Section 1.02. Captions and Headings. The captions, headings, and titles in this Agreement are a convenience and not intended to have any substantive meaning or be interpreted as part of this Agreement.

Section 1.03. Plural Terms. A term or phrase in this Agreement importing the singular number may extend to and embrace the plural number and every term or phrase importing the plural number may be applied and limited to the singular number.

ARTICLE II

PURPOSE

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the Authority to exercise the common powers, privileges, and authority of the Parties to own, manage, control, operate, and continually develop the morgue known as the West Michigan Forensic Pathology Services, including an ancillary services related to such operations, including, but not limited to, autopsies, medical examiner services, crime scene investigation, and body transportation, consistent with this Agreement.

ARTICLE III

CREATION OF
WEST MICHIGAN FORENSIC PATHOLOGY SERVICES AUTHORITY

Section 3.01. Creation and Legal Status of Authority. The West Michigan Forensic Pathology Services Authority is established as a separate legal entity for the purpose of administering and executing this Agreement. The Authority shall be a public body corporate and special authority having the powers granted under this Agreement, the Act, and other applicable law.

Section 3.02. Principal Office. The principal office of the Authority shall be at a location in the State determined by the Authority.

Section 3.03. Title to Authority Assets. All property owned by the Authority is owned by the Authority as a separate legal entity and public body corporate, and no Party has any ownership interest in Authority property. This paragraph does not prevent the Authority from contracting with a Party or other
person for the use of the property of the Party or person under the contract, with the ownership of the property addressed as provided under the contract.

**Section 3.04. Tax-Exempt Status.** The Parties intend the activities of the Authority to be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under Section 115 of the Internal Revenue Code of 1986,26 USC 115, or any corresponding provisions of any future federal tax code. The Parties also intend the activities of the Authority to be governmental functions carried out by a political subdivision of the State, exempt to the extent provided under State law from taxation by this State, including, but not limited to, business tax under the Michigan Business Tax Act, 2007 PA 36, MCL 208.1101 to 208.1601, income tax under the Income Tax Act of 1967, 1967 PA 281, MCL 206.1 to 206.713, and property tax under The General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157, and any successor State tax laws.

**Section 3.05. Compliance with Law.** The Authority shall comply with all federal and State laws, rules, and regulations applicable to the Authority.

**Section 3.06. Relationship of the Parties.** The Parties agree that no Party shall be responsible for the acts of the Authority or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate any other Party.

**Section 3.07. No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, the Agreement does not create in any Person, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.

**Section 3.08. Legal Settlements.** The Authority shall not be liable for any settlement of any proceeding made without its consent, and the Authority shall not unreasonably withhold consent.

**Section 3.09. Nonprofit Status.** As a governmental instrumentality within this State, the Authority may not be operated for profit. Except as otherwise expressly provided in a contract approved by the Authority Board, no part of any earnings of the Authority may inure to the benefit of a Person other than the Parties. I. is the intent of the Parties that the Authority maintain its nonprofit status.

**ARTICLE IV**

**AUTHORITY BOARD AND CEO**

**Section 4.01. Authority Board Composition.** The governing body of each Founding County shall appoint 2 members of the Authority Board. Any subsequent County who shall become a Party to this agreement shall appoint 1 member of the Authority Board. Each member of the Authority Board shall be appointed by the Chairperson and approved by the majority of the governing body of each respective appointing Party. A member of the Authority Board shall serve at the will of the Party appointing the member. In the event of a vacancy on the Authority Board, the vacancy shall be filled in the same manner as the original appointment.

**Section 4.02. Term of Office.** The members of the Authority Board shall serve until such time as their successor is appointed. Each Founding County shall initially appoint one member to a one year
term, one to a two year term, and one to a three year term. Any additional County who shall become a Party to this agreement shall appoint one member to a term not to exceed three years. After the expiration of the initial terms, members shall be appointed in the same manner as the original appointments, but for terms of three (3) years. Upon the Authority reaching five or more Parties, each Founding County shall be reduced to one member upon the first expiration of an appointee’s term. Terms shall coincide with the calendar year and elected county officials appointed under Section 4.01 shall serve only as long as they hold office.

Section 4.03. Authority Board Power. Except as otherwise provided in this Agreement, the Authority Board shall exercise the powers of the Authority. The Authority Board has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this Agreement. The Authority Board shall adopt bylaws, rules, and procedures governing the Authority and its actions and meetings; Elect officers as noted under Section 4.6; Approve policies to implement day to day operations of the Authority, including policies governing any staff of the Authority; Provide for a system of accounts to conform to a uniform system required by law, and review and approve the Authority’s budget to assure that the budget is approved and administered in accordance with the Budget Act; Provide for an annual audit in accordance with the Budget Act; Adopt policies and procedures for contracting and procurement, including capital expenditures; Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96 and establish banking arrangements; Provide for a system to request amendments to this Agreement; Provide for a system to enter into contracts, including to contract to provide services to local Public Agencies; And take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

The Authority Board may appoint a CEO under Section 4.8. The Authority Board may make inquiries, conduct studies or investigations, hold hearings, and receive comments from the public. The Authority Board also may consult with outside experts in order to perform its duties including, but not limited to, experts in the field of medicine, the private sector, government agencies, nonprofit entities, and experts at institutions of higher education. The Authority Board may establish subcommittees and work groups, task forces, or advisory bodies, which may include individuals not serving as members of the Authority Board, to assist the Authority Board in performing its responsibilities.

Section 4.04. Authority Board Meetings. The Authority Board shall hold an Annual Meeting in January and regularly at such times, dates, and place as determined by the Authority Board, but not less than quarterly. Meetings of the Authority Board shall comply with the OMA. Public notice of the time, date, and place of Authority Board meetings shall be given in the manner required by the OMA. Members of the Authority Board may participate in meetings by electronic means of communication to the fullest extent permitted by law.

Section 4.05. Authority Board Quorum and Voting. A majority of the members serving on the Authority Board shall constitute a quorum for the transaction of business. The Authority Board shall act by a majority vote of the members serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

Section 4.06. Authority Board Officers. During the Annual Meeting in January, the Authority Board shall elect from among the serving members of the Authority Board a Chairperson and Vice-Chairperson. In the event of the temporary absence or disability of the Chairperson of the Authority Board, the Vice-Chairperson of the Authority Board shall serve as the acting Chairperson of the Authority Board. At the Annual Meeting, the Authority Board shall also elect from among the serving members of the Authority Board, a Secretary who shall serve as the official custodian of records of the Authority. The
Authority Board may elect other officers of the Authority Board and assign duties to the officers as the Authority Board deems appropriate.

Section 4.07. Ethics and Conflicts of Interest. The Authority Board shall adopt ethics policies governing the conduct of Authority Board members, the officers, and any employees of the Authority. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348. Members of the Authority Board, the officers, and employees of the Authority shall be deemed to be public servants under 1968 PA 317, MCL J 5.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Authority Board shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

Section 4.08. CEO. The Authority Board may appoint a CEO of the Authority to administer all programs, funds, personnel, facilities, contracts, and all other administrative and operational functions of the Authority. The CEO may receive compensation as determined by the Authority Board. All terms and conditions of a CEO's employment, including length of service, may be specified in a written contract between the CEO and the Authority Board, provided that the CEO shall serve at the pleasure of the Authority Board, and the Authority Board may remove or discharge the CEO by a vote of not less than the majority of the members of the Authority Board.

Section 4.09. Fiduciary Duty. The members of the Authority Board are under a fiduciary duty to conduct business in the best interests of the Authority, including the safekeeping and use of all Authority monies and assets for the benefit of the Authority.

Section 4.10. Litigation Costs. In the event of a legal proceeding challenging the validity of this Agreement or action or activity under this Agreement where a Party or a Protected Person of a Party is named as a defendant, to the extent permitted by law, including, but not limited to, Section 28 of Article VII of the State Constitution of 1963 and Section 5 of the Act, and from funds lawfully available to the Authority, the cost of legal representation of the Party or the Protected Person shall be the responsibility of the Authority, not the Parties. To the extent permitted by law, and from funds lawfully available to the Authority, the Authority shall defend, hold harmless, and reimburse the Party or a Protected Person of the Party from and against any and all costs, losses, claims, liabilities, actions, suits, proceedings, fines, expenses, payments, penalties, damages, and injuries, of whatever kind or nature, including attorneys' fees and settlement costs, arising out of, resulting from, caused by, or associated with, or alleged to have arisen out of, resulted from, been caused by, or associated with, in whole or in part, directly or indirectly, the execution or performance of this Agreement, or any acts or omissions of any Party or any Person taken in connection with this Agreement or its performance. The Parties intend that a Party and Protected Persons of a Party shall have no liabilities or costs of any nature in connection with this Agreement other than those specifically agreed to or assumed in writing by a Party. To the extent permitted by law and from funds lawfully available to the Authority, if any suit, action, or proceeding is brought against a Party or any Protected Person of the Party, that suit, action, or proceeding shall be defended by counsel as each Party shall determine. If the defense is by counsel to a Party, the Authority shall pay all reasonable and necessary costs of the defense, including reasonable counsel fees, to the extent permitted by law and from funds lawfully available to the Authority. If a Party determines that the Authority shall defend the Party or Protected Person of the Party, the Authority shall immediately assume the defense at its own reasonable and necessary cost, to the extent permitted by law and from funds lawfully available to the Authority. Notwithstanding another provision of this section, if the Authority refuses to defend a Party or a Protected Person under this section, or a conflict under applicable law or rules prohibits the Authority from defending a Party or a Protected Person, the Party or Protected Person may retain counsel and the Authority shall be responsible for the reasonable and necessary costs and expenses of the Party or Protected Person, to the extent permitted by law and from funds lawfully available to the Authority.
Section 4.11. Compensation. The members of the Authority Board shall receive no compensation for the performance of their duties from the Authority. Members of the Authority Board may be reimbursed by the Authority for actual and necessary expenses incurred in the discharge of their official duties consistent with policies adopted by the Authority Board.

Section 4.12. Oath of Office. Members of the Authority Board and the CEO, prior to entering upon the duties of office, shall take and subscribe to the constitutional oath of office under Section I of Article XI of the State Constitution of 1963. The oath of office of Authority Board members shall be filed with the Clerk of each respective Party. The oath of office of the CEO shall be filed with the Mecosta County Clerk.

ARTICLE V

POWERS OF THE AUTHORITY

Section 5.01. Common and Shared Powers. The enumeration of a power, privilege, or authority in this Agreement shall not be construed as limiting the powers, privileges, or authorities of the Authority. In carrying out its purposes, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority relating to intergovernmental cooperation that the Parties share in common and that each might exercise separately to the fullest extent permitted by the Act, including, but not limited to, all of the following:

(a). Providing autopsy services.
(b). Providing body storage services.
(c). Providing medical examiner services.
(d). Providing crime scene investigatory services.
(e). Providing body transport services.
(f). Providing for the operations of a morgue.
(g). Developing or enhancing intergovernmental cooperation with 1 or more Public Agencies.
(h). Entering into joint endeavors or undertakings with 1 or more Public Agencies.
(g). Entering into cooperative agreements or other forms of intergovernmental cooperation with 1 or more Public Agencies.

Section 5.02. Powers Under the Act. In addition to other powers of the Authority, the Authority shall, consistent with Section 7 of the Act, have the power to do all of the following:

(a). Make or enter into contracts.
(b). Employ agencies or employees.
(c). Acquire, construct, manage, maintain, or operate buildings, works, or improvements.
(d). Acquire, hold, or dispose of property.

(e). Incur debts, liabilities, or obligations that, except as expressly authorized by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties.

(f). Cooperate with a Public Agency, an agency or instrumentality of the Public Agency, or another legal or administrative entity created by the Public Agency under the Act.

(g). Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further the purposes of the Authority.

(h). Form other entities necessary to further the purposes of this Agreement.

(i). Sue and be sued in the name of the Authority.

Section 5.03. Additional Powers Under the Act. The Authority also shall have the power, consistent with Section 5 of the Act, to do all of the following:

(a). Fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans.

(b). Promulgate necessary rules and provide for their enforcement by or with the assistance of the Parties to accomplish the purposes of this Agreement.

(c). Determine the manner in which purchases shall be made and contracts entered into by the Authority.

(d). Acquire, own, hold, operate, maintain, lease, or sell real or personal property.

(e). Accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this Agreement. The Authority may apply for and accept grants, assistance funds, loans, or contributions from any source. Gifts, grants, assistance funds, or bequests accepted by the Authority shall become the property of the Authority upon acceptance, except as otherwise agreed by the Authority and the grantor. The Authority may do anything within its power to secure the grants, loans, or other contributions, including, but not limited to, maintaining separate segregated funds for gifts, grants, assistance funds, or bequests.

(f). Make claims for federal or state aid payable to a Party on account of the execution of this Agreement, with the written consent of the Party.

(g). Determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability.

(h). Adjudicate disputes or disagreements, the effects of failure of the Parties to pay their shares of the costs and expenses agreed to by the Parties, and the rights of the other Party in such cases.

(i). Engage auditors to perform independent audits of the financial statements of the Authority.

(j). Invest surplus funds or proceeds of grants, gifts, assistance funds, or bequests, consistent with an investment policy adopted by the Authority Board.
Section 5.04. Bonds or Notes. The Authority may borrow money and issue bonds or notes in its name for purposes authorized by law. The Authority may not issue any type of bond in its own name, except as provided in this section, or in any way indebted a Party except as expressly authorized by the Party in writing. Bonds or notes issued by the Authority are the debt of the Authority and not of the Parties. Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to Section 7(7) of the Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, MCL 141.2101 to 141.2821 as required by Section 7(8) of the Act.

Section 5.05. Agreements with Public Agencies. The Authority may enter into contracts or other agreements with other Public Agencies, including, but not limited to, contracts or agreements under all of the following:

(a) A contract providing for the transfer of functions or responsibilities under 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536. The Authority shall be a special authority and a political subdivision for purposes of 1967 (Ex Sess) PA 8, MCL 124.531 to 124.536.

(b) A contract for the ownership, operation, or performance, jointly, of any property, facility, or service under 1951 PA 35, MCL 124.1 to 124.13. The Authority shall be a special authority and a municipal corporation for purposes of 1951 PA 35, MCL 124.1 to 124.13.

(c) A contract for a joint endeavor under the Municipal Partnership Act, 2011 PA 258, MCL 124.123.

Section 5.06. Agreements Other Persons. The Authority may enter into contracts or other agreements with other Persons, including, but not limited to, nonprofit corporations, as the Authority deems necessary and consistent with the objectives of this Agreement.

Section 5.07. Employees. The Authority will function as the employer of any employees of the Authority. The Authority shall have the responsibility, authority, and right to manage and direct the employees of the Authority. Nothing in this Agreement creates an employment relationship between the Authority and an employee of a Party.

Section 5.08. Tax Limitation. The Authority shall not levy any type of tax under the Act within the boundaries of any Party. Nothing contained in this Agreement restricts a Party or other Person from levying taxes or assigning the revenue from the taxes to the Authority, as agreed by the Parties or other Person, and to the extent provided by law.

Section 5.09. Limitation on Binding Parties. The Authority shall not have the power to bind a Party or to create debts, liabilities, or obligations of a Party, unless otherwise specifically agreed to by the Party. This Agreement does not authorize the Authority to exercise a power, privilege, or authority of a Party other than a common and shared power, privilege, or authority detailed in Section 5.01.

Section 5.10. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under the Act or other law.
ARTICLE VI

MANNER AND METHOD FOR EXERCISE OF COMMON POWER

Section 6.01. Joint Exercise of Power. The joint exercise of power authorized under this Agreement is effective on the Effective Date. No employees of Newaygo or Mecosta shall be transferred to the Authority on the Effective Date. Nothing in this Agreement restricts the Parties from continuing to individually and independently exercise a power jointly exercised through this agreement. This Agreement does not authorize the Authority to exercise a power, privilege, or authority of a Party other than a common and shared power, privilege, or authority detailed in Section 5.01.

Section 6.02. Transfer of Assets, Functions, or Services. The Founding Counties hereby agree that title to, and possession of, any and all assets derived from, or related to, costs listed in the Book of Contributions, including any assets purchased with the State of Michigan Competitive Grant Assistance Program Grant awarded to Mecosta, on behalf of the Founding Counties, transfer to the newly created Authority upon the execution of this agreement.

The Founding Counties have formerly agreed to attempt to equally distribute the contributions into the Book of Contributions and recognize that upon an auditing of the Book of Contributions that a Founding County may be required to advance money to the Authority to ensure, as reasonably as possible, that each Founding County has indeed contributed a relatively equal share of costs; and in-kind services and non-monetary asset contributions, reduced to a monetary value, into the Book of Contributions at the creation of this Authority and the implementation of this Agreement.

The Founding Counties further agree that subsequent agreements or amendments to this agreement may be necessary to transfer to the Authority the assets, liabilities, employees, money, or revenue of a Party to support this Agreement.

A Party or the Authority may execute documents as necessary to implement this Agreement or a subsequent agreement or amendment under this paragraph.

Section 6.03. Regional Activities. The Authority Board may organize the activities of the Authority on a regional basis or within yet to be determined service areas with a focus on adding 1 or more additional counties.

Section 6.04. Assumption of Liabilities. Except as otherwise explicitly provided in this Agreement, the Authority does not assume any liabilities or obligations of a Party relating to the joint exercise of power under this Agreement. After the Effective Date, the Authority may assume a liability or obligation of a Party relating to the joint exercise of powers under this Agreement only with the consent of all of the Parties.

Section 6.05. Acts and Omissions. Except as provided in Section 4.10, it is the intent of the Parties that liability for acts or omissions of a Party prior to the Effective Date shall remain with a Party and not be transferred, assigned, or assumed by the Authority. The Authority only shall be liable for its own acts or omissions that occur after the Effective Date and the Parties shall not be liable for any acts or omissions of the Authority.
ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. Authority Records. The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority. The records of the Authority, which shall be available to the Parties, shall include a copy of this Agreement, any amendments to the Agreement, and any agreements under Article VI. The records and documents shall be maintained until termination of this Agreement and shall be returned to any successor entity or, if none, to the State Treasurer.

Section 7.02. Financial Statements and Reports. The Authority shall prepare, or cause to be prepared, at its own expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. The financial statements shall be prepared in accordance with generally accepted accounting principles and shall be accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement, report shall be filed with the State Department of Treasury, made available to each of the Parties, and may be posted on a publicly accessible internet website.

Section 7.03. Audits. The Authority Board shall obtain an annual audit of the financial statements of the Authority. Upon completion of the annual financial audit, the audit shall be transmitted to the Authority Board for approval.

Section 7.04. Freedom of Information Act. The Authority shall be subject to and comply with the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 7.05. Uniform Budgeting and Accounting Act. The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a. Unless otherwise designated by the Authority Board, a CEO of the Authority shall serve as the Chief Administrative Officer of the Authority. The CEO, or such other person so designated by the Authority Board, shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each Fiscal Year.

Section 7.06. Deposits and Investments. The Authority shall deposit and invest money of the Authority, not otherwise employed in carrying out the purposes of the Authority, in accordance with an investment policy established by the Authority Board consistent with laws and regulations regarding investment of public funds.

Section 7.07. Disbursements. Disbursements of money by the Authority shall be in accordance with the annual budget adopted by the Authority Board, consistent with any guidelines approved, and also shall be in accordance with applicable law.

ARTICLE VIII

TERM AND TERMINATION

Section 8.01. Term. This Agreement and the Authority shall commence on the Effective Date and continue for an initial term of 15 years. After the initial term, the Agreement is extended in 10-year increments unless not extended by joint action of all of the Parties.
Section 8.02. Withdrawal. Subject to any contractual obligations to the Authority, a Party may withdraw from this Agreement prior to the expiration of the term of the Agreement at any time if there are more than 2 Parties, or if there are less than 3 Parties, with the consent of the Authority Board or 6 months after notice of withdrawal to the other Party(s).

Section 8.03. Effect of Withdrawal. The withdrawal of a Party shall neither terminate nor have any effect upon the provisions of the Agreement as long as not less than 2 Parties remain as Parties to the Agreement.

Section 8.04. Disposition upon Termination. As soon as possible after termination of this Agreement, the Authority shall wind up its affairs as follows:

(a). All of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets shall be paid first,

(b). Title to all property owned by the Authority then shall be distributed equally by the Authority Board to the Founding Counties, provided they are Parties to the Agreement at the time of termination.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Due Execution of this Agreement. Each Party shall duly execute not less than 2 copies of this Agreement, each of which, taken together, is an original but all of which constitute 1 instrument.

Section 9.02. Public Purpose and Governmental Functions. The powers, duties, rights, obligations, functions, and responsibilities of the Authority constitute essential public purposes and governmental functions.

Section 9.03. Non-Impairment. Nothing in this Agreement authorizes the impairment of a bond, note, security, or uncontested legal obligation of a Party.

Section 9.04. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first-class mail. All such written notices shall be sent to each other Party's clerk. All correspondence shall be considered delivered to a Party as of the 2nd business day after the date that the notice is deposited with sufficient postage with the United States Postal Service. A notice of withdrawal shall be sent via certified mail to each Party's clerk and shall be deemed received on the date noted on the return receipt.

Section 9.05. Entire Agreement. This Agreement is meant to compliment and augment a prior Intergovernmental Agreement entered into by the parties on or about April of 2014 attached to this document for reference as Exhibit A. With that exception, this Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. The terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement. In as much as any existing contracts or intergovernmental agreements conflict with this Agreement, this Agreement shall prevail.
Section 9.06. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Persons or circumstances and to the remaining Parties is not affected but will be enforced to the extent permitted by law, it being the intent of the remaining Parties to continue to agree to the substantive provisions of this Agreement and to implement the Agreement.

Section 9.07. Governing Law. This Agreement is made and entered into in this State and shall in all respects be interpreted, enforced, and governed under State law without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

Section 9.08. Jurisdiction and Venue. Jurisdiction and venue for any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement not resolved by the Parties shall be submitted to the courts of the State in the County of Ingham.

Section 9.09. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties. Any contract among the Parties that is inconsistent with this Agreement shall be adopted as an amendment to the Agreement and be approved as provided in the Act by the governing bodies of the Parties prior to becoming effective. Any amendment to allow the participation in the Authority by another Public Agency as a Party will be completed in a manner consistent with the Act.

Section 9.10. Effective Date. This Agreement is effective on the Effective Date. This Agreement is executed by the Parties on the dates indicated below.
Execution

NEWAYGO COUNTY

By: 

Patrick J. Gardner, Chairperson
Nwaygo County Board of Commissioners

Date: 7.26.17

Attest: 

Jason VanderStelt, Newaygo County Clerk

MECOSTA COUNTY

By: 

Marilyn Vargo, Chairperson
Mecosta County Board of Commissioners

Date: Aug. 3, 2017

Attest: 

Marcel Purcell, Mecosta County Clerk

MONTCALM COUNTY

By: 

Patrick Q. Carr, Chairperson
Montcalm County Board of Commissioners

Date: 8-28-17

Attest: 

Kristen Millard, Montcalm County Clerk