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

1. Meeting Called to Order by Chairperson.

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


4. Employee/Board Comments.


6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Health Insurance and PA 152 of 2011.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Discuss 2017 County Audit – Ken Talsma.
   B. Discuss Community Corrections Alcohol Monitoring Systems Agreements – Pete Carlson.
   C. Discuss Veterans’ Services – Wayne Stevens.
   D. Discuss C.O.A. 40th Birthday – Scott Schryer.
   E. Discuss E.M.D. WMSRDC FY2017 HSGP Grant – Mark Watkins.
   F. Discuss Items – Susan Vander Pol:
      1. Kettunen Center Agreement
      2. 2019 County Budget Time Lines

9. Other Business:

10. Employee/Board Comments.

11. Extended Public Comments (Six Minute Limit).


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

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

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
JUNE 5, 2018

The Committee meeting was called to order at 9:37 a.m. by Chairman Emig.

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

Also present: Jeremy Beebe-E.M.S. Director, Jon-Thomas Burgess-Technology Coordinator, Scott Schryer-C.O.A. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk and several members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the agenda as presented. Motion carried.

Brief Public Comment: None.

Employee/Board Comment: Susan Vander Pol, County Coordinator, advised Board members the next County Alliance will be held at the Kettunen Center.

Moved by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the minutes of May 15, 2018, as presented. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the claims of the County in the amount of $79,499.38. Recommendation was unanimously supported.

E.M.S. Ambulance Remount RFB
Jeremy Beebe, E.M.S. Director, reported all USDA approvals have been received to obtain bids for an ambulance remount. He explained the time frame in which he believes we can accomplish the project. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Gregory to issue the Request for Proposals for the new ambulance chassis and box remount. Recommendation was unanimously supported.

Budget Amendments
Commissioner Tiedt reported no budget amendments were received.

C.O.A. Marion Terminix Agreements
Scott Schryer, C.O.A. Director, asked for approval of a Terminix agreement for the new facility in Marion. He advised this is the same agreement he has for the Tustin and Evart facilities. A brief discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Wayne, to approve the Terminix agreement for the Marion Commission on Aging building and authorize the Chairman to sign. Recommendation was unanimously supported.

Animal Control Internet Services
Jon-Thomas Burgess, Technology Coordinator, shared information on better internet service for our Animal Control Department. He explained the problem with what we currently have and recommended changing to Spectrum. He also shared costs for the project and why the costs
will be incurred. Susan Vander Pol, County Coordinator, also spoke about the new phone system which is internet based and how they would tie those old phone lines in with the rest of the County. Discussion was held.

**Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve the agreement with Spectrum for Animal Control Department services and installation and authorize the Chairman to sign. Recommendation was unanimously supported.**

**Housing Grant, Program Income**
Dan Massy, Community Developer, explained the Housing Grant program and how a fire destroyed a residence owing money under the program. He then explained the Program Guidelines recommending Commissioners forgive a portion of the debt. Discussion was held.

**Recommended by Commissioner Halladay, seconded by Commissioner Nehmer, to forgive $5,400 for the Michigan State Housing Development Authority Homeowner Rehab Program Loan for 148 E. Lincoln, Reed City, Michigan in the best interest of Osceola County, thereby reducing the amount owed to $34,900. Recommendation was unanimously supported.**

**Attorney Invoice**
Commissioner Halladay explained why she submitted an attorney bill for a recent FOIA request she received. Discussion was held.

**Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve payment of the attorney invoice from Commissioner Halladay in the amount of $50.00 regarding the FOIA request. Recommendation was unanimously supported.**

**MERS Options**
Karen Bluhm, County Clerk, spoke about the information MERS shared from a previous Board meeting and asked how and if the Board wished to pursue any of the possible options offered at that time. Discussion was held and a committee will be formed to look at options in more detail.

**49th Circuit Court Contract Attorney LGAL Costs**
Susan Vander Pol, County Coordinator, shared information presented by Judge Thompson regarding the amount paid to contract attorneys for visiting children who are place in and out of County. Discussion was held.

**Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to concur with the 18th Probate Court and 49th Circuit Court recommendations to change the Lawyer Guardian Ad Litem visit fees. Recommendation was unanimously supported.**

**Resolution on Indigent Defense**
Susan Vander Pol, County Coordinator, spoke about the proposed amendments to PA 93 of 2013 regarding funding for Indigent Defense. She advised the increase to local governments would be negatively impacted under the proposed amendment. Discussion was held.
Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the Resolution of Opposition to Amendatory Legislation to Michigan Public Act 93 of 2013 regarding Indigent Defense. Recommendation was unanimously supported.

Employee/Board Comments: Susan Vander Pol, County Coordinator, told Board members the Marion Fair Board wished to give the County several tickets for an event at their upcoming Fair in appreciation of the County’s annual appropriation. After discussion, the Board declined the offer, but expressed their appreciation.

Board liaison reports were given.

Extended Public Comment: None.

Motion to adjourn by Commissioner Gregory, seconded by Commissioner Halladay at 11:04 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
### JOURNAL REGISTER FOR OSCEOLA COUNTY

**Posted and Unposted Journal Entries**

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**Total:** 47,667.00 47,667.00
Good afternoon Pete,

Attached with this email are the renewal contracts that we spoke of when we met last month. There are a couple of changes that I want to make note of:

- The master agreement looks drastically different than your previous contract. This is just a template change and the terminology included is consistent with your previous contract.
- Pricing changes and additions:
  - CAM set rental pricing has been reduced from $70/month to $66/month to reflect our current price book.
  - CAM Wireless Base station is now available. This allows for a base station to communicate without the use of ethernet or landline service.
  - GPS purchase pricing has been reduced from $725 per unit to $600 per unit to reflect our current price book.
  - GPS daily service fee has been reduced from $3.00 to $2.60 to reflect our current price book.

Please review these documents and if you have any questions, please don’t hesitate to ask. If everything look correct, please sign and scan back to me at your convenience and I will get the signature handled on the AMS side.

Regards,

Chris Barstad | Regional Sales Manager – Kentucky, Michigan, Ohio, Virginia, West Virginia
mobile (440) 264-3445
scramsolutions.com | SCRAM Blog | sobering-up.com

MAKING A DIFFERENCE
MASTER AGENCY AGREEMENT

AGENCY: OSCELOA COUNTY COMMUNITY CORRECTIONS

ADDRESS: 410 W. Upton
Reed City, MI 49677

TELEPHONE: 213-832-6163

INITIAL CONTRACT TERM: 36 Months

This AGENCY PRODUCTS AND SERVICES AGREEMENT (the "Agreement"), is entered into as of the Effective Date by and between ALCOHOL MONITORING SYSTEMS, INC. ("AMS"), a Delaware corporation located at 1241 West Mineral Avenue, Suite 200, Littleton, Colorado 80120, and the Agency listed above. This Agreement incorporates by reference any and all Schedules executed by the parties. Capitalized terms not otherwise defined in this Agreement are those as defined in the attached Schedule(s). Should there be a conflict between the terms in this Agreement and those of any Schedule, the terms in the Schedule will prevail. The effective date of the Agreement is the date last signed by AMS (Effective Date).

1 GENERAL SCOPE OF AGREEMENT. AMS sells and rents Equipment and provides supporting Services specific to monitoring Clients who are required to or opt to wear such Equipment. AMS desires to sell or rent and Agency desires to order such Equipment and the supporting Services as specified in this Agreement and the attached Schedules in the Territory described on the applicable Schedule.

2 DEFINITIONS

"Clients" means individuals who are required or choose to wear the Equipment.

"Effective Date" means the date this Agreement is signed by AMS.

"Equipment" means the hardware identified in the applicable Schedule.

"Monitoring Services" means the remote collection, compilation and reporting of data from the Equipment.

"Monitoring Software" means AMS' proprietary, web-based software applications, depending on the Equipment or Service contracted for, which track and store Client data and other features as may be added from time to time.

"Parts" means peripheral hardware necessary for the support of the Equipment such as, but not limited, to batteries, straps and back-plates.

"Products" means collectively the Equipment and the Parts.

"Rental Equipment" means Equipment rented by AMS to Agency.

"RMA" means a Return Material Authorization issued by AMS.

"Services" means collectively the; (i) the Monitoring Services; (ii) provision of training and certification necessary for Partner to use Products; (iii) provision of technical support and telephone assistance; (iiii) scheduled Equipment (vi) maintenance; (iv) disaster recovery and backup services for Client data stored using the Monitoring Software; and (v) provision of such other Services and support functions as may be agreed to in writing by the parties and made part of this Agreement.

"Territory" means the geographic area type as defined on each Schedule in which Agency may provide the Products and Services to Clients.

"Third Party Contractor" means Agency's third party subcontractors to whom Agency is subcontracting any of Agency's work or responsibilities under this Agreement.

3 GENERAL BUSINESS TERMS

3.1 Payment Terms.

3.1.1 Purchased Products. Products will be invoiced at the time of shipment. The price of the Products does not include applicable taxes and is due and payable in U.S. dollars within ten (10) days of date of invoice.

3.1.2 Rental Equipment. Rental Equipment Fees will be invoiced monthly to Agency by AMS based on the specific pricing option for the Rental Equipment on or before the tenth (10th) day of each month and shall be paid by Agency to AMS within thirty (30) days from the date of such invoice.
3.1.3 Monitoring Service and Other Fees. Service fees will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency within thirty (30) days from the date of such invoice. Other fees include, but are not limited to, fees for the following: Court appearances whereby AMS is requested by Agency to be a witness in a court case; manual check-in for inactive Equipment; repair or replacement not covered by the Maintenance and Repair Policy under Section 7 and Equipment returned to AMS without an RMA. Unless set forth on an applicable Schedule, fees will be charged at AMS' then prevailing rates.

3.1.4 Currency: Invoiced Taxes. All fees are payable in U.S. Dollars. In addition, Agency is responsible for the timely payment of all taxes invoiced by AMS related to the purchase price for Products, Rental Equipment Fees, Services and any other fees set forth on the Schedule(s).

3.2. Ordering; Freight Terms; Order Cancellation and Reschedule.

3.2.1 Orders. AMS may provide Agency with AMS' standard order form to use for when Agency places orders under this Agreement. Agency may use its own purchase order form in addition to the AMS order form. All terms on any Agency purchase order shall not alter or amend the terms of this Agreement and any additional or varying terms contained in such instrument are expressly rejected.

3.2.2 Freight Terms. Products ordered by Agency shall be shipped to Agency's designated facility. AMS paying ground freight, and AMS bearing the risk of loss of damage until Products are delivered to Agency's dock, at which time any visible damage to the outermost packaging must be noted on the Bill of Lading. AMS shall determine the type of packaging, mode of transportation for all shipments including for returns. Any returns must be accompanied by an RMA. Orders expedited at Agency's request will be shipped FOB Origin, with all freight costs to be paid by the Agency.

3.2.3 Order Cancellation and Reschedule. Orders for Products, once accepted by AMS, are non-cancelable, and Products are non-returnable, except in accordance with the Maintenance and Repair Policy set forth in this Agreement or the terms, if any, in the applicable Schedule. Upon AMS agreement, Agency can reschedule orders one time upon thirty (30) days written notice prior to the shipment date. Any such rescheduled delivery date must be within thirty (30) days of the original delivery date.

3.3 Taxes. Agency shall be solely responsible for all taxes related to Products or Services provided to it by AMS under this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, and gross receipts irrespective of whether the Products are purchased or rented. If Agency is exempt from taxes of any kind, Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement.

3.4 Failure to Make Payments and Suspension of Services. Late paid invoices will be subject to interest, accruing from the due date at the rate of either one-and-one-half percent (1.5%) per month or the highest rate specified by applicable statute, whichever is lower. In addition, if Agency fails to pay any amount when due under this Agreement, AMS will provide written notice to Agency of such failure. If Agency does not pay any outstanding amount due within five (5) business days of the date of such notice, AMS may do any of the following: (i) reject orders from Agency for additional Products or withhold delivery of Products already ordered but not yet shipped; (ii) suspend access to the Services until Agency pays all outstanding amounts in full; and (iii) proceed with termination of this Agreement and any applicable Schedules in accordance with the terms in Section 9.3 of this Agreement.

3.5 Title to Equipment; Rental Equipment.

3.5.1 Title to Equipment. Title to purchase Equipment transfers to Agency upon delivery to the freight carrier. Title to any Rental Equipment shall remain with AMS, unless such Equipment is later purchased by the Agency.

3.5.2 Rental Equipment. Agency may rent Equipment from AMS in quantities agreed to by the parties. Agency will not encumber or dispose of any Rental Equipment. Agency will inventory Rental Equipment in a location that is used and operated by Agency authorized personnel only. All Rental Equipment maintained in Agency's inventory location will be handled in accordance with industry standard practices for prevention of loss or physical damage, including that which may be caused by electronic static discharge and environmental concerns. Agency will be responsible to and reimburse AMS for all loss to AMS resulting from damage, theft, destruction or any other loss whatsoever of Rental Equipment received by Agency. In the event of the loss or damage to any of the Rental Equipment, Agency agrees to pay AMS the Replacement Fee amounts specified on the relevant Schedule. AMS reserves the right, at its sole option, to reduce Agency's inventory of Rental Equipment, if Agency does not remit the Replacement Fee within thirty (30) days from the date of receipt of AMS' invoice. Agency will cooperate with AMS in the preparation and filing of any documents considered necessary by AMS to preserve AMS' title and ownership rights to the Rental Equipment. Upon reasonable notice, AMS reserves the right to audit Rental Equipment inventory on a quarterly basis. At all times throughout the Term, Agency will procure and maintain risk insurance to specifically cover loss or damage to Rental Equipment while in Agency's possession up to the equivalent of the Replacement Fee for the Rental Equipment. At the end of the rental period, Agency must obtain an RMA and ship returned Rental Equipment to AMS with freight to be paid by Agency and risk of loss or damage to remain with Agency until delivery to AMS.
4 USE RESTRICTIONS; FIRMWARE LICENSE; OWNERSHIP; LIMITED LICENSE; DISCLAIMER

4.1 **Use Restrictions; No Modification.** Agency shall not do any of the following acts: (i) willfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorized server or account on the Monitoring Software; (iv) attempt to probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorization; (v) willfully render any part of Monitoring Software unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) modify, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS' or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; or (xii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

4.2 **Firmware License.** The Products contain firmware developed and owned by AMS or its third party supplier. Agency is hereby granted a limited, non-exclusive, non-transferable, royalty-free license, for the Term, as defined in Section 9.1 below, to use the firmware in the Products. Use of the Parts may be subject to third party license agreements. AMS and its third party suppliers shall retain all rights to the firmware contained in the Products. Any applicable license shall be deemed to be in effect upon delivery of the Products.

4.3 **Ownership; Limited License.** Agency acknowledges that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers. This Agreement provides Agency only the rights expressly granted in this Agreement. Further, if Agency suggests any new features or functionality for the Equipment, Monitoring Software or Parts that AMS its third party suppliers subsequently incorporate into the Products or Monitoring Software, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Section 8 below.

4.4 **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, AMS DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. AMS SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE EQUIPMENT BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE (IF APPLICABLE), OR IF THE EQUIPMENT FAILS TO ESTABLISH A CONNECTION WITH THE MONITORING SOFTWARE OR THE MONITORING SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES.** Without limiting the express warranties set forth in this Agreement, AMS does not warrant that the Services will meet Agency's requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond AMS' or its third party supplier's reasonable control.

5 SERVICE TERMS

5.1 **Service Scope.** AMS will provide Agency with the Services and support functions per the terms in this Agreement. Unless otherwise expressly agreed to by the parties, AMS is not obligated to and will not provide Services for any Equipment not obtained directly from AMS.

5.2 **Monitoring Service Availability.** AMS shall use commercially reasonable efforts to make the Monitoring Services available for twenty-four (24) hours a day, seven (7) days a week. Agency agrees that from time to time the Monitoring Services may be inaccessible or inoperable for reasons beyond the reasonable control of AMS, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which AMS may undertake; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures. Agency will not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Monitoring Services unless expressly provided in this Agreement.

5.3 **Monitoring Software Security.** AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Monitoring Software by a user if such user is found or reasonably suspected to be using his/her access to facilitate illegal, abusive or unethical activities. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency agrees to hold AMS harmless from any claims resulting from such use.
5.4 **Access to Monitoring Software.** Agency agrees to limit requests for access to the Monitoring Software to Agency personnel who are authorized to enroll Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide to Agency user names, passwords and other information necessary to access the Monitoring Software. Agency is responsible for keeping its user names and passwords protected as Confidential Information as defined in and per the terms of Section 8 of this Agreement and for any communications or transactions made using its user names and passwords. Agency personnel are responsible for changing their respective user names and passwords if they believe that either have been stolen or might otherwise be misused. Agency shall provide written notice to AMS within ten (10) days if any previously authorized personnel status changes such that access should no longer be allowed, including but not limited to termination or resignation of any Agency personnel who had access to the Monitoring Software. These requirements are subject to change based on periodic review by AMS of its information security needs.

5.5 **Equipment and Utilities.** Agency is responsible and shall bear the costs associated with providing and maintaining internet access and all necessary telecommunications equipment, software and other materials necessary for accessing the Monitoring Software. Agency agrees to notify AMS of any changes in the foregoing, including any system configuration changes or any hardware or software upgrades, which may affect Agency's ability to access the Monitoring Software.

5.6 **Equipment Maintenance.** AMS and Agency shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with AMS' then-published specifications, including establishing a schedule that will ensure the return of the Equipment to AMS at approximately annual intervals. Unless otherwise agreed, Agency shall be responsible for collecting any Equipment from Clients that is scheduled for maintenance and (ii) shipping it to AMS having first obtained a RMA number from AMS. Such maintenance program shall not cover Equipment damaged or rendered inoperative for any cause not due to defects covered by the service and repair policy in the Agreement. Agency shall not, without prior approval from AMS, send to AMS for maintenance any Equipment not then scheduled for maintenance. Equipment returned to AMS for any reason, including rental returns, damages, and scheduled repairs, that are not accompanied with a properly issued RMA may be assessed a returned administrative charge.

5.7 **Training and Certification.** AMS will provide Agency personnel with on-line, training and certification in the use of the Products at AMS' current training rates as quoted by AMS to Agency.

5.8 **Additional or Changes to Services.** From time-to-time, AMS may revise the scope of the Services, subcontract or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Services. Additionally, as a part of these changed Services, AMS also may determine, at its sole option, to discontinue providing Services hereunder for specific versions of the Products upon a minimum of one (1) year prior notice to Agency.

6. **AGENCY RESPONSIBILITIES.**

6.1 **Equipment.** Agency shall be solely responsible for the management and supervision of the Equipment and any personnel or Clients using the Equipment and the Monitoring Software, as well as the selection and implementation of the Client enrollment, monitoring and notification options provided for the Monitoring Software. For avoidance of doubt, Agency is solely responsible for the management of the Clients, including the response to any Client violations reported by AMS or its third party providers. AMS is not responsible or liable for Agency's failure to properly fulfill its foregoing responsibilities.

6.2 **Agreements with Clients.** Agency shall obtain the necessary written consent from any Client authorizing the tracking and/or monitoring of the Equipment by AMS or its subcontractors. Agency is solely responsible for notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS. These mandatory restrictions and prohibitions to be communicated to Clients are available on the Monitoring Software platform in the form of a "Participant Agreement". This Participant Agreement is not intended to cover all possible requirements of the relationship between Agency and its Clients and should be reviewed by Agency's legal advisors prior to use. Agency agrees to indemnify and hold AMS harmless from any claim resulting from the failure of Agency to notify Clients of the restrictions and prohibitions on use of the Equipment and to obtain Client's written consent authorizing the tracking and or monitoring of the Equipment by AMS or its subcontractors.

6.3 **Third Party Call Center Support.** If Agency determines that it will establish and use a third party call center to monitor and receive alerts from the Monitoring Software, then Agency will notify AMS and shall ensure that personnel certified by AMS will operate the call center. Agency shall be responsible for all acts and omissions of the third party call center personnel granted access to Monitoring Software as if they were employees of Agency.

7 **MAINTENANCE AND REPAIR**

7.1 **Maintenance and Repair Policy.** Provided Agency; (i) pays to AMS the Service fee(s) for Equipment; and (ii) installs the Equipment in accordance with AMS' instructions, for all Equipment manufactured by and ordered directly from AMS, AMS will provide the necessary maintenance and repair for such Equipment at AMS' expense to enable it to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the documentation for the specific Equipment. For any Parts manufactured by third parties and sold by AMS, any service or repair commitment for
that Part shall be solely as described in the relevant Schedule for that Part. Products returned to AMS under warranty must be returned within thirty (30) days of issuance of the RMA. Agency must return damaged or defective Products to AMS, freight prepaid, and Agency is responsible for the risk of loss or damage during shipment for both shipment of damaged Product units back to AMS and the cost of return shipment of replaced or repaired Products back to Agency.

7.2 Maintenance and Repair Policy Exclusions. The above policy does not cover Equipment that is obtained from sources outside of AMS or is defective due to (i) improper use or installation, damage, accident, abuse or alteration; (ii) failure to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) servicing of the Equipment by anyone not authorized by AMS; (iv) failure of Agency to obtain reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of Parts in the repair of the Equipment that have not been approved in writing by AMS for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by AMS.

7.3 Sole Remedy. In the event of a breach of the above Maintenance and Repair policy, Agency's sole remedy shall be, at AMS' option, the repair or replacement of the defective Equipment or Part by AMS.

7.4 Product Changes; Retrofit Activities. AMS shall have the right at any time (i) to change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with all new models of Equipment at no additional cost, and AMS may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where AMS charges a fee for an Equipment model upgrade, it will provide no less than six (6) months' notice to Agency prior to discontinuing the sale or rental of the discontinued Equipment model. In addition, AMS will continue to offer repair and/or replacement services for the discontinued Equipment models under the Maintenance and Repair Policy referenced in this Section 7 for no less than three (3) years after the date of notice of Equipment discontinuation as provided by AMS to Agency.

8 CONFIDENTIAL INFORMATION

8.1 Confidential Information. In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) legends or other markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes all information accessed by Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all exhibits hereto, as Confidential Information of each party.

8.2 Nondisclosure. It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) restrict the dissemination of such Confidential Information to those employees who need to use the Confidential Information in the performance of this Agreement, and (ii) to use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who may be exposed to Discloser's Confidential Information.

8.3 Exceptions from Confidential Information. Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient.

8.4 Required Disclosures. If Recipient is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose legally required; and (ii) prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9 TERM AND TERMINATION

9.1 Term. This Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term expires, this Agreement can be extended by mutual written agreement of the parties for additional terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term, is referred to as the "Term".

Master Agency Agree
20180126
9.2 **Termination for Convenience.** This Agreement may be terminated for convenience at any time upon thirty (30) days prior written notice by one party to the other.

9.3 **Termination for Breach.** Either party may terminate this Agreement; (i) if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within sixty (60) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any nonpayment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in clause (ii) above) within sixty (60) days of such notice (it is understood, however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); or (iv) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under clause (iii) above.

9.4 **Termination for Non-Appropriation of Funds.** In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency’s financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, Agency may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.

9.5 **Survival.** This Section, any indemnity obligations of either party, and Sections 4.3, 4.4, 6, 8, 11, 12.1 and 12.2 shall survive termination of this Agreement.

10 **EFFECT OF TERMINATION**

10.1 **Payments; Return of Equipment.** Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return to AMS all Equipment not owned by Agency or, if so directed by AMS, to AMS’ third party supplier. Upon termination of this Agreement, each party shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for backup and archived Client data.

11 **ALLOCATION OF LIABILITY**

Each party agrees, to the extent allowed by law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the “Indemnified Parties”) harmless from and against all losses, damages and expenses, including reasonable attorneys’ fees, in connection with any claims against the Indemnified Parties arising out of or related to the negligence or willful misconduct of the other party’s employees or agents. Further, Agency shall indemnify and hold harmless AMS and its officers, directors, shareholders, employees and third party suppliers against the acts of any Client assigned to wear the Equipment, including claims for personal, injury property damage or death. An indemnifying party shall have the foregoing obligation only if the other party provides: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

EXCEPT AS ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL A PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY OR ANY OTHER THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, PROFITS, DATA, (OR USE THEREOF), OR BUSINESS INTERRUPTION ARISING OUT OF ANY ACTS OR FAILURES TO ACT, WHETHER SUCH DAMAGES ARE LABELED IN STRICT LIABILITY, TORT, CONTRACT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AMS HAS NO RESPONSIBILITY OR LIABILITY FOR ACTS THAT MAY BE COMMITTED BY INDIVIDUALS WHILE THEY ARE CLIENTS. EXCEPT AS LIMITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY AGENCY TO AMS DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE CLAIM.

The limitations set forth in this Section 11 shall apply even if any exclusive remedy in this Agreement fails of its essential purpose. The allocation of liability in this Section 11 represents the agreed and bargained for understanding of the parties and each party’s compensation hereunder reflects such allocations.

12 **MISCELLANEOUS PROVISIONS**

12.1 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of laws provisions. AMS and Agency hereby irrevocably consent to jurisdiction, service of process and venue in the City and County of Denver, Colorado.
12.2 **Arbitration.** Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall be conducted in the City and County of Denver, Colorado. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.

12.3 **Injunctive Relief.** Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 4 and/or 8), without any showing or proving of any actual damages and without posting a bond or other security.

12.4 **Non-Discrimination and Business Code of Conduct.**

12.4.1 **Non-discrimination.** To the extent not exempt, the parties shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

12.5 **Records Retention and Audit Rights.** Agency will retain all records relating to the Agreement or any Schedule for a period of seven (7) years after termination of the Agreement or applicable Schedule. During the Term, upon ten (10) days prior written notice, and not more than once per year (unless circumstances warrant additional audits as described below), AMS may audit Agency’s procedures and records that relate to the obligations under this Agreement. Notwithstanding the foregoing, the parties agree that AMS may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities or (ii) investigations of a breach of this Agreement.

12.6 **Assignment.** Except as expressing permitted herein, neither party may transfer or assign this Agreement, in whole or in part, without the written consent of the other party and any such attempt at transfer or assignment shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, each without the consent of Agency. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties.

12.7 **No Agency; Independent Contractor.** The use of the term “Agency” in this Agreement is solely for convenience and is not intended to make either party an agent of the other party. This Agreement does not constitute and shall not be construed as constituting an agency, distributorship or joint venture business arrangement between the parties. AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement. AMS may subcontract the performance of any of its obligations under this Agreement. However, such subcontracting will not relieve AMS of its obligations under this Agreement.

12.8 **Force Majeure.** Except for the obligation to make payments as provided herein, neither party shall be in default under this Agreement by reason of its delay in the performance of, or failure to perform, any of its obligations under this Agreement, if, and to the extent that, such delay or failure is caused by strikes, wars, natural disasters, acts of the public enemy, government restrictions or acts of terrorism. Upon claiming any excuse or delay under this Section, such party shall promptly notify the other party, use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

12.9 **Notices.** All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail, facsimile or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail, facsimile or overnight delivery service.

12.10 **Waiver; Severability.** Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default. If any provision of this Agreement is held to be invalid, the remaining portions of this Agreement shall remain in full force.

12.11 **Publicity.** AMS shall have the right to issue news releases, press releases or other communications regarding this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the Client and Agency.

12.12 **Headings.** Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

12.13 **Execution.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures on this Agreement, as well as any other documents to be executed under this Agreement, may be delivered by
facsimile or email and signed using a portable document format or an electronic signature in lieu of an original signature, and the parties agree to treat such signatures as original signatures and agree to be bound by this provision.

12.14 **Entire Agreement.** This Agreement constitutes the entire understanding of the parties, and supersedes all prior or contemporaneous written and oral agreements, representations or negotiations with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

**OSCELOA COUNTY COMMUNITY CORRECTIONS**

By: [Signature]
Name: Pete Carlson
Title: 
Date: 

**ALCOHOL MONITORING SYSTEMS, INC.**

By: 
Name: Lou Sugo
Title: Vice President – Sales and Marketing
Date: 

Attest: Clerk of Agency

Signed by AMS and effective as of: Effective Date
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT

AGENCY: OSCEOLA COUNTY COMMUNITY CORRECTIONS

This PRODUCT AND SERVICES SCHEDULE ("Schedule") to the MASTER AGENCY AGREEMENT (the "Agreement") is entered into on the date last signed by AMS by and between Alcohol Monitoring Systems, Inc. ("AMS") and the Agency identified above. This Schedule is incorporated by reference into the Agreement effective __________ executed by the parties. Unless otherwise defined herein, capitalized terms in this Schedule are those as defined in the Agreement. This Schedule is effective on the date signed by AMS.

AMS hereby desires to provide Agency with the Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS

a. "Active Equipment" means any Equipment unit actively using the Monitoring Software.

b. "Additional Monitoring Services" means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A

c. "CAM Equipment" means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.

d. "Service Fee" as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.

e. "Equipment" means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.

f. "High Priority Alerts" are Equipment generated alerts that signal; (i) the Client violated the exclusion/inclusion zone(s), or failed to return to or leaves without proper authorization an assigned location; (ii) device and/or strap tampering; (iii) evidence of communication and/or location failure; or (iv) any other alert types required by Agency.

g. "GPS Equipment" means, if applicable per the pricing table below, a device that monitors Client's geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.

h. "House Arrest Equipment" means, if applicable per the pricing table below, an electronic ankle device that monitors Client's adherence to a home arrest curfew schedule and includes the base station if configured as a kit.

i. "Remote Breath Equipment" means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.

j. "SLA" means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by Agency.

k. "Wireless Base Station" means, if applicable per the pricing table below, an AMS device that uses cellular transmission to connect with another device, such as a GPS or CAM bracelet.

l. "Wireless Multi-connect Device" means, if applicable per the pricing table below, a third-party wireless device that connects multiple electronic hardware devices, such as a CAM bracelet to a base station.

2. TERRITORY: Osceola County in the State of Michigan
3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 Alcohol Detection. The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 Tamper Efforts. AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.1.3 Submergence in Water or Other Liquid. Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

3.1.4 Failure by Agency to Adhere to Maintenance Schedules. AMS bears no liability for Agency’s failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 Set Up. Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 Breath Test Results. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 Other Limitations. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

3.3 ADDITIONAL MONITORING SERVICES – 24/7 REQUIREMENTS. Additional Monitoring Services are supported by a separate SLA document, which must be completed for each Client. Each SLA specifies, among other things, the type, description and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. AMS is not liable for; (i) the actions or inactions of Agency or its employees, contractors and agents that result in delay or error in the Services; (ii) failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred; or (iii) inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

3.4 WIRELESS EQUIPMENT AND NETWORK LIMITATIONS. AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

4 EQUIPMENT AND SERVICE PRICING
### 4.1 Purchased Equipment

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Quantity</th>
<th>Price per Unit</th>
<th>Service Fee per Unit, per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAM Kit Landline Base Station</td>
<td>1+</td>
<td>$1500</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Bracelet</td>
<td>1+</td>
<td>$1200</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Kit Wireless Base Station</td>
<td>1+</td>
<td>$1735</td>
<td>$4.40</td>
</tr>
<tr>
<td>GPS Bracelet</td>
<td>1+</td>
<td>$600</td>
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<tr>
<td>Remote Breath Equipment</td>
<td>1+</td>
<td>$850</td>
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<tr>
<td>CAM Landline Base Station</td>
<td>1+</td>
<td>$400</td>
<td>NA</td>
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<td>CAM Wireless Base Station</td>
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</tr>
<tr>
<td>Wireless Multi-connect Device</td>
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<td>$450</td>
<td>$1.00</td>
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</table>

### 4.2 Rental Equipment Price

<table>
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<tr>
<th>Equipment Type</th>
<th>Quantity</th>
<th>Equipment Rental Fee per Unit, per Month w/90 Day Minimum Unless Otherwise Indicated</th>
<th>Service Fee per Unit, per Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAM Kit Landline Base Station</td>
<td>1+</td>
<td>$66</td>
<td>$4.40</td>
</tr>
<tr>
<td>CAM Bracelet</td>
<td>1+</td>
<td>$53</td>
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</tr>
<tr>
<td>CAM Kit Wireless Base Station</td>
<td>1+</td>
<td>$77</td>
<td>$4.40</td>
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<td>GPS Bracelet</td>
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<td>Remote Breath Equipment</td>
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<td>CAM Landline Base Station Standalone</td>
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<tr>
<td>CAM Wireless Base Station Standalone</td>
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<td>$54</td>
<td>$1.00</td>
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<tr>
<td>Wireless Multi-connect Device</td>
<td>1+</td>
<td>$18 with 6 month minimum rental</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**Note 1:** If purchasing/renting the Wireless Base Station kit with CAM or House Arrest Equipment, the Service Fee will be invoiced at the amount for CAM or House Arrest Kit listed above, plus the Service Fee amount listed above for the CAM or House Arrest Wireless Base station as if it were purchased/rented as a standalone unit.

### 5 ADDITIONAL SERVICES

Agency Product and Services Schedule Purchase Only
Version 20180125
Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

Ethernet Communication: $0.50 per Equipment unit, per day

Calibration Kits and Associated Consumables: AMS will provide 1 calibration kit for each order with a quantity of 25 Remote Breath Equipment units.

Calibration Fee: AMS will calibrate Remote Breath Equipment for a charge of $50 Equipment unit.

LOST AND DAMAGE FEE: The replacement fee for Rental Equipment lost or damage beyond repair will be the purchase price, per unit, listed above or as follows. For Parts it will be the current replacement cost from the manufacturer. GPS refurbishment fee will be $365.20 for those units that can be repaired.

SPECIAL TERMS: NA

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

THIS SCHEDULE, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE AND ANY PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

AGENCY

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

ALCOHOL MONITORING SYSTEMS, INC.

By: ____________________________
Name: Lou Sugo
Title: Vice President – Sales and Marketing

Signed by AMS and effective as of: ____________________________

Effective Date
ATTACHMENT 1 – MONITORING SERVICE LEVEL AGREEMENT
TO
PRODUCT AND SERVICES SCHEDULE
TO
MASTER AGENCY AGREEMENT

INTENTIONALLY OMITTED

1 OVERVIEW

The following information details the alert and notification protocols that AMS will provide to Agency for those Clients using Equipment that requires Additional Monitoring Services and is incorporated by reference into the Product and Services Schedule to the Master Agency Agreement between the parties.

1.1 SERVICES

1.1.1 Additional Monitoring Services. AMS will provide Additional Monitoring Services on a 24/7, 365 day basis. The Monitoring Services are provided by AMS and not a third party. Services generally consist of outbound calls made by AMS to Probation Officers, law enforcement or Clients, telephone calling or customized Monitoring Services based on alert protocol specifications entered into the Monitoring Software.

1.1.2 Contact Information and Monitoring Service Level Agreement Form. Agency will contract AMS to configure the Monitoring Software to maintain all alert protocols and contact information.

1.1.3 Alert Protocols. Agency will contact AMS to set up alert protocols that will documented in a separate SLA for each Customer.

1.1.4 Alert Response Time. AMS will respond to outbound alerts within 30 minutes of receiving notification of alert and will follow the protocols as configured for Agency.

1.1.5 Recording. The Monitoring Software will record inbound and outbound requests made by telephone. For quality purposes AMS will provide individual recordings of the telephone transactions upon written request.

1.1.6 Reporting. Upon written request, AMS will provide Agency with the following information:

- Number of alerts received for a specific period of time
- Average time to respond to alerts
- Results/notes of calls

1.2 PRICE AND PAYMENT. Additional Monitoring Service standard fees are identified on Schedule A hereto, but will be formally agreed to in the SLA, and will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency the payment terms set forth in the Agreement from the date of such invoice and the remedies under the Agreement shall apply to any non-payment.
## FY16 Summary of Expenditures by State

<table>
<thead>
<tr>
<th>County/ Congressional District</th>
<th>Veteran Population*</th>
<th>Total Expenditure</th>
<th>Compensation &amp; Pension</th>
<th>Construction</th>
<th>Education &amp; Vocational Rehabilitation/Employment</th>
<th>Loan Guaranty#</th>
<th>General Operating Expenses</th>
<th>Insurance &amp; Indemnities</th>
<th>Medical Care</th>
<th>Unique Patients**</th>
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* Veteran Population: Number of veterans in the area.
** Unique Patients: Number of unique patients served by the VA facility.
June 6, 2018

The Honorable Larry Emig, Chairperson
Osceola County Board of Commissioners
301 West Upton Avenue
Reed City, MI 49677

Dear Chairperson Emig:

This is to advise you that the Region 6 Homeland Security Planning Board has authorized and the Michigan State Police (MSP) has approved the expenditure of Fiscal Year 2017 Homeland Security Grant Program (HSGP) funds for local planner. From your local allocation, you are authorized to expend $5,000.00 for local planning and $0.00 for planner incidentals. The Fiscal Year 2017 HSGP grant period is September 1, 2017 through May 31, 2020.

Attached is the MSP-approved Alignment and Allowability Form (AAF) for Local Planners Reimbursements, which were also approved by the Region 6 Homeland Security Planning Board at its meeting on March 26, 2018, as well as an approved Scope of Work. Pay close attention to the Notes on the Local Planners AAF, in which MSP states:

All HSGP funded personnel must have a current personnel certification form on file with EMHSP.

NOTE: All HSGP funded planner activities must be in direct support of an approved HSGP investment. HSGP funds cannot be used to support non-HSGP projects. Non-CBRNE emergency management activities are not allowable under the HSGP.

Activities implemented with HSGP funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, response to or recovery from terrorism in order to be considered eligible.

However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Subgrantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness.

Planning Solution Area Note:

Personnel/contractor costs under the planning solution area will need specific accomplishments identified in the backup documentation supporting the approval of requested reimbursements.

Please know that it will be necessary to produce documentation detail at audit illustrating satisfactory specifics of what the project costs have accomplished towards the region's HSGP objectives and that justify allowability.

The additional detail is especially important for planning solution area costs to validate the activities performed meet the planning solution area requirements of the grant (as opposed to M&A activities).

It is highly recommended that your cost documentation effectively represents the specific activities accomplished with the grant resources expended to prevent a finding generating a denial or return of funding.
Costs must also be eligible according to county as well as MSP policies. If your local government decides to use an existing employee or hire a new employee, you will also be governed by your county’s respective Personnel Regulations or Procurement Policy. Contract employees are not eligible to use incidental expenses allocated to your county. In addition, please pay particular attention to federal policies regarding supplanting and dual compensation as these are strictly enforced by MSP.

In order to receive funds for planner salaries and fringe benefits, you are required to complete MSP’s Payroll Reimbursement Detail and submit it to WMSRDC with appropriate documentation including proof of payment. To receive funds for travel, supplies, and miscellaneous; you must complete either MSP’s Travel Reimbursement Detail or the Supplies and Other Items Reimbursement Detail and supply proof of payment. These forms are also available on the Homeland Security page of WMSRDC’s website under Management and Administration.

To receive payment for salaries and fringes, WMSRDC requires that you complete WMSRDC’s Transmittal Form and Regional Planners Deliverables Report (and WMSRDC is required to copy them to MSP) and supply proof of payment. Please note that the current forms, which are already on WMSRDC’s website, call for information on “measurables” and “deliverables”. The information you submit must be in line with the work description on the approved Scope of Work.

**Minimum Activity Reporting Standards for Local Planners**

- A separate activity detail report must be provided for each person for whom reimbursement of personnel costs is being requested.

- Activity detail reports must be signed by the person for whom reimbursement of personnel cost is being requested.

- Activity details should be recorded on a daily basis and documentation provided with corresponding dates.

- Activity details must provide insight into what activities are taking place (e.g. planning meetings attended, plans being developed or updated, data collected and/or analyzed/assessed etc.)

- If using a template that identifies ongoing activities or objectives for HSGP funded personnel, the template must be modified/updated each reporting period to reflect specific activities completed for the specific hours being claimed in the reimbursement request.

- Activities must be allowable HSGP Planning activities and the description should provide enough detail to assess allowability of the activities reported.

- Activities must be specific to HSGP funded projects:
  - HSGP dollars cannot be used to fund non-HSGP projects. Personnel who are 100% HSGP funded cannot work on non-HSGP activities.
  - Personnel with multiple funding sources who work on both HSGP funded projects and non-HSGP funded projects shall document all hours of compensation/activities performed for each funding source and maintain these records in the grant file(s) to be available upon request for future audit and monitoring reviews. Reimbursement under the HSGP will not be provided for time dedicated to non-HSGP activities.

- Activity details must align with the activities included in the approved Alignment and Allowability Form (AAF).

The Commission will process the above forms and submit them to MSP for payment. After receipt of funds from MSP, payment will be made.
Please Note – To ensure grant program compliance, all Region 6 Local Planners should refer to the FY 2017 HSGP Michigan Supplemental Guidance State Investments, including the Investment # 2: Homeland Security Planning and the following list of allowable FY 2017 Planning Activities:

**FY 2017 – HSGP Allowable Planning Costs**

- Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities
- Developing related terrorism and other catastrophic event prevention activities
- Developing and enhancing plans and protocols
- Developing or conducting assessments
- Hiring of full- or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)
- Materials required to conduct planning activities
- Travel/per diem related to planning activities
- Overtime and backfill costs (in accordance with operational Cost Guidance)
- Issuance of WHTI-compliant Tribal identification cards
- Activities to achieve planning inclusive of people with disabilities
- Coordination with Citizen Corps Councils for public
- Information/education and development of volunteer programs
- Update governance structures and processes and plans for emergency communications

If you have any questions, please call me or Christia Seals, Finance Manager, at 231-722-7878x12 or cseals@wmsrdc.org.

Sincerely,

[Signature]

Erin Kuhn
Executive Director

EK:sgc

Attachments

cc: Mark Watkins
Osceola County Regional Planner
FY 2016 Scope of Services

Deliverable #1: Coordinate efforts of Law Enforcement, Public Safety Entities, and Community Entities (i.e. Schools) to ensure coordinated emergency preparedness plan development, testing/exercising of preparedness plans, and plan implementation

Osceola County has developed various Incident Action Plans within our Emergency Plan. These plans need coordinated, tested, and revised to ensure effective integration into the public safety structure and with involved community agencies.

- Conduct planning meetings to coordinate law enforcement, public safety, and community entities (i.e. schools) planning activities
- Coordinate planning efforts of law enforcement, public safety, and community entities (i.e. schools) in critical planning issues including: incident command, interoperable communications, public alert/warning, and crisis information.
- Advise and/or address training supporting emergency preparedness plan capabilities
- Coordinate with Law Enforcement, public safety agencies, and community entities (i.e. schools) to develop and implement orientation, tabletop, functional, and drill exercise activities to test emergency preparedness plan capabilities

  ➢ 2. Homeland Security Planning
  ➢ 3. Operational Preparedness and Response
  ➢ 5. CBRNE Response Capabilities
  ➢ 6. Community Readiness and Resilience
  ➢ 7. Catastrophic Response

Deliverable #2: Develop/ Maintain operational Osceola County Citizen Preparedness campaign.

Development and maintenance of Osceola County’s citizen preparedness campaign. The ultimate goal is to develop Citizen Corps volunteer programs and other activities to strengthen citizen participation and preparedness.

- Coordinate and meet with Local First response agencies to maintain scope and reach of preparedness program
- Promotion and delivery of Ready.gov and other preparedness materials
- Deliver education to Citizens on Citizen Corps and Nixle Information System
- Research best practices, education sharing/ training, develop citizen based trainings for teams, deliver educational training, maintain training program.

  ➢ 6. Community Readiness and Resilience

Deliverable #3: Maintain/enhance Osceola County interoperability capabilities.
Ensure continuation and enhancement of Osceola County’s interoperability plan. Ensure plan is up to date with all associated public safety systems in place within the jurisdiction. Coordinate addition of new systems to communications plan and coordinate consistent use among agencies in accordance with communications plan.

- Coordinate with Local First response agencies to maintain proper knowledge of emergency communications plan capabilities
- Ensure coordinated integration of new 800mhz radio system with public safety agencies in accordance with emergency communications plan
- Ensure all new equipment within the jurisdiction contains interoperability capabilities and address capability ‘gaps’ within emergency communications plan
- Develop Standard Operating Procedures for county Communications Unit and AuxCom team

- 3. Operational Preparedness and Response
- 5. CBRNE Response Capabilities
- 6. Community Readiness and Resilience
- 7. Catastrophic Response
Alignment and Allowability Form
Submit to: EMD_HSGP@michigan.gov

<table>
<thead>
<tr>
<th>1.A Subrecipient Name:</th>
<th>West Michigan Shoreline Regional Development Commission</th>
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<tbody>
<tr>
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<td>6-SIX</td>
</tr>
<tr>
<td>1.C Regional Fiduciary:</td>
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</tr>
<tr>
<td>1.D Date Sent:</td>
<td>April 21, 2018</td>
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<tr>
<td>1.E Category:</td>
<td>Sustaining or maintaining a current capability</td>
</tr>
<tr>
<td>1.F Subrecipient Point of Contact:</td>
<td>Christia Seals - Program Manager</td>
</tr>
<tr>
<td>1.G Subrecipient Email Address:</td>
<td><a href="mailto:cseals@wmsrdc.org">cseals@wmsrdc.org</a></td>
</tr>
<tr>
<td>1.H Subrecipient Phone Number:</td>
<td>(231) 722-7878 ext. 12</td>
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Part II - ALIGNMENT REVIEW:

<table>
<thead>
<tr>
<th>2.A Grant Year:</th>
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<tbody>
<tr>
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<td>HSGP-State Homeland Security Program</td>
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<tr>
<td>2.C Investment Title:</td>
<td>FY17 SHSP - #2 Homeland Security Planning</td>
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<tr>
<td>2.D Investment Project Number:</td>
<td>1</td>
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<tr>
<td>2.E Investment Project Title:</td>
<td>Operational Planning and Preparedness Project</td>
</tr>
</tbody>
</table>

The FY17 Local Planners Project aligns with FY17 State Investment #2: Homeland Security Planning and Region 6 Investment Project #1: Operational Planning and Preparedness Project which states

This Project will provide planning personnel support to execute homeland security initiatives and strengthen planning activities to sustain and build all areas that are essential to protect life, health and safety. Funding will be utilized to sustain, enhance, develop, and update local and regional plans, operational guidelines, assessments, strategies/priorities/ provide assistance with identifying, coordinating, aligning and implementing Region 6 projects with Federal, State and Regional Priorities, Homeland Security Strategies, Investments, and ensure effective oversight and implementation of intended projects and sustainment activities.

This Project directly aligns with this Investment and Investment Project as it provides support for planning personnel (local planners) which may include but is not limited to, salary, fringe, training, travel, conferences, incidentals and supplies in order for Region 6 to conduct and strengthen planning activities to sustain and build all areas that are essential to protect life, health and safety.

| 2.F Local Sub-Project Identifier, if needed (SUBRECIPIENT USE ONLY): | FY17 Region 6 Local Planners Project (local allocations) |

2.H Homeland Security Strategy (SHSS or RHSS) Goal: Goal 1: Develop and enhance coordinated plans and guidelines to support mitigation, prevention, protection, response

2.I Homeland Security Strategy (SHSS or RHSS) Objective: 1.1, 1.4: Determine planning priorities and develop plans accordingly using Capability Assessments. Determine planning


2.K Core Capability 2: Response - Planning

FOR MSP/EMHSD USE ONLY:

Planned Alignment Review: Justification Accepted

Reviewer/Date: 5-4-18

*** Please See Part III - Section 3.A - 3.I for the Allowability Review ***

5/4/2018
This form is to be used as a component in your decision making for generating expenses. Reimbursed equipment costs must conform to descriptions for grant allowability as provided under the AEL item number(s) referenced below. For all other solution areas, refer to the federal grant program guidance. It is essential that the costs illustrate progress toward achieving outcomes for the investment that has been selected as the basis for allowability. For any cost reimbursement that is determined unallowable by a future federal or state audit, funding shall be returned to MSP/EMHSD.

### Part III - ALLOWABILITY REVIEW

<table>
<thead>
<tr>
<th>3.A Solution Area:</th>
<th>Planning</th>
<th>3.B AEL Number:</th>
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### 3.C Detailed Description of Costs:

The requested costs for this AAF are for authorized personnel costs (i.e. salaries, benefits, contract fees) for the Region 6 Homeland Security Local Planner positions within various jurisdictions of Region 6. A local planner may be an employee of the county or an entity contracted to the County. The Local Planners will operate during the FY 2017 authorized grant performance period and are primarily under the supervision of each of their respective County's Emergency Management program. No more than 50% of the Region 6 FY2017 HSGP funds are being used for personnel costs.

1. Local Planners

$243,500.00

<table>
<thead>
<tr>
<th>3.D Quantity:</th>
<th>3.E Unit Cost:</th>
<th>3.F Total Cost:</th>
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$243,500
### 3.G Detailed Narrative of Intended Use/Outcome:

Funding for the FY17 local Planners (from FY17 HSGP local allocations) will provide Region 6 with the needed personnel to address planning priorities noted under State and National guidance, as well as planning needs as it relates to the Region 6 RHSS/THIRA and other planning activities that support the NPG. The Region's Planning priorities address regional and local plans, protocols, guidelines, inventories, public outreach and assessments. Specifically, Local Planners will (i) assist in implementing the priorities as noted in 2G above, State Investments and outputs, SPR Functional Areas Gaps, and RHSS Goals and Objectives; (ii) research data and complete planning tasks, and (iii) assist in developing and implementing programs consistent with national/state/local Initiatives and Statewide Investments. Local Planners will also develop and/or provide updates for planning, evaluation and analysis of Homeland Security projects in the various solution areas (Planning, Equipment, Training, Exercising, etc.). Local Planner projects will address priorities for local, county, metropolitan, Regional and State jurisdictions incorporating the private sector and their whole community.

A Scope of Work, which outlines the expectations for each of the local Planners - employee or contracted services - during the FY-17 HSGP will be utilized. The local Planners will be designated to work on FY17 Projects, priorities and investments during the grant performance period. All of the above referenced projects are subject to change based on HSGP and MSP Priorities, and any areas of heightened focus occurring during the grant performance period. Objectives may vary depending on specific responsibilities and planning goals/objectives for their respective jurisdictions. Progress is documented and assessed by the Emergency Management programs, the Region 6 Planning Board, and the Region 6 Fiduciary - WMSRDC - through various reports, updates and completion of projects.

All HSGP funded local planner personnel costs will directly support the programmatic activities deemed allowable under the grant in relation to preventing, protecting against, mitigating, responding to, and recovering from, acts of terrorism.

### 3.H Personnel Activity: Are the costs identified in this project associated with Personnel Activities? Please consult your federal grant program guidance for a more detailed description of allowable costs and to verify the maximum personnel cap percentage. The subrecipient is responsible to ensure that the maximum personnel cap amount is not exceeded.

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### 3.I EHP: Will there be ANY construction, renovation, and/or installation involved with this project regardless of funding source?

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**Environmental and Historic Preservation Compliance.** The Federal Emergency Management Agency (FEMA) is required to consider the potential impacts to the human and natural environment of projects proposed for FEMA funding. FEMA, through its Environmental and Historic Preservation (EHP) Program, engages in a review to ensure that FEMA-funded activities comply with various federal laws. Use of funds for construction, renovation, and installation projects must comply with EHP. Subrecipients must complete and submit an EHP Screening Memo for these projects. The use of federal funds on any part of a project may "federalize" the entire project, thereby requiring an EHP Program review of the entire project.

Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

Federal funds must be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits.

---

5/4/2018
### Alignment and Allowability Form

#### Part IV - TRAINING SECTION

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#### PLEASE NOTE: Costs determined to be unallowable by federal or state audit shall be returned to MSP/EMHSD.

This form shall be provided with reimbursement requests to establish linkage between cost documents provided and grant allowability guidance.

### FOR MSP/EMHSD USE ONLY:

<table>
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<th>Additional Information Requested: □ Yes □ No</th>
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<thead>
<tr>
<th>MSP/EMHSD REVIEWER:</th>
<th>Date: 5/10/18</th>
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</table>

Justification accepted means that MSP/EMHSD will work with the subrecipient during an audit to prove allowability under the grant program chosen in section 2.8 based on the intended use/outcome described in section 3.G. If the intended use/outcome is different than listed in section 3.G, MSP/EMHSD may not be able to justify in an audit that the costs are allowable under the grant program chosen in section 2.8. If anything is deemed unallowable during an audit, the subrecipient will be responsible for repayment of the funding to the federal government and shall return the funds to MSP/EMHSD.

---

All HSGP funded personnel must have a current personnel certification form on file with EMHSD prior to reimbursement.
GUEST CONFIRMATION AND RENTAL CONTRACT

Osceola County: 2018 West Central Michigan County Alliance
July 30, 2018
Contract Due Date: Monday, June 25, 2018

Organization: Osceola County
301 West Upton Ave.; Reed City MI 49677

Primary Contact
Jody Waurzyniak
301. W. Upton Ave
Reed City, MI 49677

Phone(s): (W): 231-832-6196
E-mail: osceolaadmin2@osceolacounty.mi.com

Arrive Date and Time: Monday, July 30, 2018 4:00 PM
Depart Date and Time: Monday, July 30, 2018 10:00 PM
Expected # of Participants: 35
# of Nights: 0

Meal Schedule:
Mon., 7/30 Dinner: 6:30 PM

Meeting Spaces:
Ford Room
7/30/18 4:00 pm - 7/30/18 10:00 pm
Meeting rooms will be set up theater style unless requested otherwise. Changes to set-up style after initial set-up will cost $25.00 per request.

Contract: To reserve the requested dates, the contract must be signed and returned within 10 days.
If the contract is not returned by Monday, June 25, 2018, the contract may be voided and the dates released to another group.

Per Person Fees: $23.25/person

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<tr>
<td><strong>Subtotal for Meals</strong></td>
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<td><strong>Total Charges/Discounts</strong></td>
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<td><strong>Estimated Balance Due</strong></td>
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Payment Plan Information

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<th>Payment Description</th>
<th>Amount Due</th>
<th>Applied Amount</th>
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<th>Remaining Due</th>
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<td>6/25/18</td>
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<tr>
<td>7/9/18</td>
<td>Non-Refundable Second Deposit</td>
<td>$250.00</td>
<td></td>
<td></td>
<td>$250.00</td>
</tr>
<tr>
<td>7/30/18</td>
<td>Estimated Balance Due</td>
<td>$463.75</td>
<td></td>
<td></td>
<td>$463.75</td>
</tr>
</tbody>
</table>

$813.75
Guaranteed counts: 60 days prior to our event will be our last opportunity to adjust our guaranteed number and will be the basis for the second deposit and final payment amount. In the event our actual number exceeds our guaranteed number we will pay the higher amount.

Cancellation of this contract: at any time will result in the forfeiture of our deposit(s). Cancellation within 60 days of the event will require forfeiture of our deposits, plus 20% of the anticipated numbers at the above rate. We understand this is necessary because of the loss of revenue incurred by the inability of Kettunen Center to arrange for a replacement conference on short notice.

Rates and accommodations: Conference rates are quoted per person for the conference period; including meals, lodging, meeting rooms, coffee bar, and facility fees. Rates are based on two or more persons per room. There is an additional charge for single occupancy.

Reservation: All groups are required to do their own guest reservation unless prior arrangements are made. There is a $10.00 per person charge when Kettunen Center staff takes reservations.

Kettunen Center will send a conference planning packet once the signed contract is returned. Information requested in the packet must be returned 10 days before the event starts. If the info is not received 10 days in advance there will be an additional charge of $100.00.

Policies and procedures: By signing this contract, we confirm that we have read the Kettunen Center Guest Policy Handbook and agree to abide by these stated policies and procedures while at Kettunen Center; including those involving alcohol consumption and waterfront usage. A copy of the Guest Policy Handbook is included with this contract.

Tax Exempt -** If your group is tax exempt, you must fill in the appropriate information listed below. **All groups will pay the appropriate state sales tax unless they are organized with the appropriate Section 501(c)(3) tax status.

The Undersigned certifies that the named institution or agency qualifies for exemption under subsection (a) Section 4a of the above listed Sales Tax Act, and the items being purchased are to be used or consumed in connection with the operation of the exempt institution or agency named in the space provided below and that the consideration for this purchase moves from the funds of the designated institution or agency. In the event this claim is disallowed the purchaser will reimburse the seller for the amount of tax involved.

Name of Exempt Group: Osceola County Tax Exempt # __________
Address: 301 West Upton Ave., Reed City MI 49677

As a Michigan 4-H Foundation facility, Kettunen Center is committed to the principles of equal opportunity, nondiscrimination and affirmative action. Programs, activities and facilities are available to all and are open to all without regard to race, color, national origin, gender, gender identity, religion, age, height, weight, disability, political beliefs, sexual orientation, marital status, family status or veteran status.
DATE: June 19, 2018
TO: Board of Commissioners
FROM: Susan M. Vander Pol, County Coordinator
RE: 2019 Budget Time Lines

Per the Uniform Accounting and Budgeting Act, I have drafted a time line for you for the budget process. These are goals and the process may take a little longer, but the budget should be adopted by your annual meeting.

June 19th – Review of proposed time line.

July 3rd, 17th and August 7th – Committee meeting agenda topic to discuss overall budget projects and goals for 2019.

August 2nd - Tentative day for budget packets to go out to department heads via e-mail. (They will have 3 weeks to complete.)

August 23rd– Budgets are due from departments to allow time to review requests and put budget summaries together for committee. Meetings will be held with department heads if there are questions on their budgets or to discuss programs.

October 2nd – Budget summaries will be available for distribution at the committee meeting for County Commissioners. Additional discussion can be held on the budget and funding options during the next couple weeks. The Board would recommend setting the Public Hearing on the 2019 budget for October 16th. (This is also considered the “Annual” meeting of the Board of Commissioners.

The budget could be adopted after the public hearing on October 16th or at the Board’s November 6th meeting.

Thank you.