COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS’
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, January 7, 2020
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners’ Room
Immediately following the Board of Commissioners’ Organizational Meeting

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

1. Meeting Called to Order by Chairperson.

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

4. Employee/Board Comments.

5. Consider Approval of the Minutes of December 17, 2019.

6. Consider Payment of Claims.

7. Consider Other Budget Amendments, Cash Transfers, and Journal Register Report from Treasurer.

8. Old Business – Discuss:
   a. Update from Health, Safety & Grounds Committee – Mark Gregory:
      1. E.M.S. Meeting/Training Room Project.
   b. Lease Agreement for Health Department Suite C – Susan Vander Pol.

9. New Business – Discuss:
   b. C.O.A. Brooks Security Proposals for Evart, Marion & Tustin – Justin Halladay.
   d. Treasurer 2020 Resolutions – Lori Leudeman.
   e. Various Items – Susan Vander Pol:
      2. MIDC FY 2020 Grant Contract.

10. Other Business:

11. Employee/Board Comments.
12. Extended Public Comments (Six Minute Limit).


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

PUBLIC COMMENT: The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern.

If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
The Committee meeting was called to order at 9:30 a.m. by Chairman Nehmer.


Also present: Sheriff Ed Williams, Undersheriff Mark Moore, Heather Gray-Register of Deeds, Rosie McKinstry-Equalization Director, Justin Halladay-C.O.A. Director, Tracey Cochran-Payroll/HR Specialist, Jeremy Beebe-E.M.S. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk and several members of the public.

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

Brief Public Comment: Alan Gingrich, Road Commissioner, spoke about a recent Road Commission meeting attended by County Commissioners Custer and Michell.

Employee/Board Comments: Commissioner Michell also spoke about the same Road Commission meeting he attended.

Tracey Cochran, Payroll/HR Specialist, asked the Board for direction regarding the County’s transfer of sick days for employees. A lengthy discussion was held and she was directed to follow past practice, with the policy being reviewed early in 2020.

Moved by Commissioner Emig, seconded by Commissioner Gregory, to approve the minutes of December 3, 2019 as presented. Motion carried with unanimous voice vote.

Recommended by Commissioner Halladay, seconded by Commissioner Custer, to approve the claims of the County in the amount of $126,349.16. Recommendation was unanimously supported.

Budget Amendments and Treasurer’s Journal Register for November
Commissioner Halladay reviewed the budget amendments presented for approval.

Recommended by Commissioner Halladay, seconded by Commissioner Custer, to approve the budget amendments and Treasurer’s Journal Register report for November adjustments as presented. Recommendation was unanimously supported.

Osceola County Road Commissioners Elected or Appointed
Chairman Nehmer spoke about the recent Public Hearings to receive input from the public regarding electing their Road Commissioners or having the Board of Commissioners appoint them. He felt the general consensus of the public was their desire to elect them themselves. A brief discussion was held, with the Board of Commissioners leaving them elected positions.

Liaison Appointment to Osceola County Road Commission Board
Commissioner Michell spoke about a member of the County Board of Commissioners being appointed as a liaison to the Road Commission. Discussion was held, with Commissioner Custer being appointed the liaison and Commissioner Michell being the alternate.

C.O.A. Director MERS Contribution
Justin Halladay, C.O.A. Director, spoke to the Board explaining the difficulties that have been encountered with his MERS transfer when taking the position of C.O.A. Director. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Custer to approve the transfer within MERS from the account of Justin Halladay in the amount of $24,241.64 to a MERS 457 plan and authorize any appropriate documents to be signed. Recommendation was unanimously supported.
Committee Minutes
December 17, 2019

Sheriff Wage/Step for Undersheriff
Sheriff Ed Williams was present to discuss the wage level for his new Undersheriff, Mark Moore. Discussion covered equality of pay compared to former Undersheriff Keathley as well as both of their years of service and leadership experience.

Recommended by Commissioner Custer, seconded by Commissioner Gregory, to approve the Undersheriff wage at level 13 step 7 with a step increase in February. Recommendation was unanimously supported.

Vendor Gregory’s Repair, Inc.
Commissioner Gregory spoke about the possible conflict of interest with the County using his family business services for the County and him serving on the Board of Commissioners. The Board members were previously provided a copy of the law regarding this matter. Discussion was held.

Recommended by Commissioner Custer, seconded by Commissioner Halladay, to approve Gregory Repair to be a vendor of the County and waive the Conflict of Interest Policy, as Commissioner Gregory is on the Board. Recommendation was supported with Commissioner Gregory abstaining.

Medical Marihuana Grant 2020
Cathleen Graham, Cannabis Nurse, shared information on their proposed educational outreach project for Medical Cannabis again in year 2020. She asked for the Board to approve the Medical Marihuana Grant for 2020 in the amount of $4,790. A brief discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Elkins, to approve the Medical Marihuana Grant for 2020 in the amount of $4,790 and authorize the appropriate signatures. Recommendation was unanimously supported.

Budget Amendments after January 1, 2020
Lori Leudeman, County Treasurer, explained the need for the Board to pass a motion allowing the County to process budget amendments for the 2019 budget after January 1, 2020. A brief discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Emig, to approve doing budget amendments after January for the previous year’s budget. Recommendation was unanimously supported.

Rose Lake Park Drain Project
Lori Leudeman, County Treasurer, asked for clarification regarding money borrowed from the Delinquent Tax Fund in 2017 to help pay in part the Rose Lake Drain Project. Discussion was held.

Recommended by Commissioner Custer, seconded by Commissioner Elkins, to not pay the Delinquent Tax Fund back for the Park’s Drain project. Recommendation was unanimously supported.

Projector and Screen for Board Room
Susan Vander Pol, County Coordinator, spoke to Board members about their request earlier in the year for a projector and screen in the Board Room. After discussing finances, it was decided to hold off on this purchase at this time.

Appointments to Various Boards & Committees
Chairman Nehmer spoke about the various appointments needing to be made for 2020 to various Boards and Committees. Commissioners present indicated they had reviewed their various appointments and were fine with the recommended list. Susan Vander Pol, County Coordinator, asked for Joshua Davidson to be added to the list of appointments under the Peer Group for Remonumentation.

Recommended by Commissioner Gregory, seconded by Commissioner Custer, to approve the appointment of Joshua Davidson to the Peer Group for Remonumentation. Recommendation was unanimously supported.
Committee Minutes
December 17, 2019

Recommended by Commissioner Emig, seconded by Commissioner Custer, to approve the following appointments.

**2020 APPOINTMENTS – BOARDS / AUTHORITIES / COMMITTEES**

<table>
<thead>
<tr>
<th>Board / Authority</th>
<th>Appointment</th>
<th>Terms</th>
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<tbody>
<tr>
<td>911 Authority Board (Central Dispatch):</td>
<td>reappoint Commissioner Gregory</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Area Agency on Aging:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>reappoint Richard Karns</td>
<td>1 Year Expires 12-31-21</td>
</tr>
<tr>
<td>Central Michigan Public Health:</td>
<td>reappoint Commissioner Elkins</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>reappoint Commissioner Nehmer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Commission on Aging Advisory Board:</td>
<td>reappoint Commissioner Michell</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Community Corrections:</td>
<td>reappoint Commissioner Custer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Community Mental Health Central MI:</td>
<td>reappoint Commissioner Elkins</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>County Planning Commission:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
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<tr>
<td></td>
<td>reappoint Commissioner Custer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Evart Local Dev. Finance Authority:</td>
<td>reappoint Commissioner Elkins</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Health and Human Services Board:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Human Services Coordinating Body:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
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<tr>
<td>Local Emergency Planning Team:</td>
<td>reappoint Commissioner Nehmer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>reappoint Commissioner Gregory</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>MiWorks! West Central: Local Elected Officials Board:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Mid Michigan Community Action Agency:</td>
<td>reappoint Commissioner Michell</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>MSU Extension District 6 Advisory Council:</td>
<td>reappoint Commissioner Custer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>reappoint Commissioner Michell (Alt.)</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Northern Michigan Counties Assoc.:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>reappoint Commissioner Nehmer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Osceola County Housing Committee:</td>
<td>reappoint Commissioner Nehmer</td>
<td>1 Year Expires 12-31-20</td>
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<tr>
<td>Osceola County Land Bank Authority:</td>
<td>reappoint Commissioner Nehmer</td>
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<tr>
<td>Osceola County Road Commission:</td>
<td>appoint Commissioner Custer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>appoint Commissioner Michell (Alt.)</td>
<td></td>
</tr>
<tr>
<td>Osceola Lake Conservation District:</td>
<td>reappoint Commissioner Michell</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td>Parks Commission:</td>
<td>reappoint Commissioner Emig</td>
<td>1 Year Expires 12-31-20</td>
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<tr>
<td></td>
<td>reappoint Commissioner Gregory</td>
<td>1 Year Expires 12-31-20</td>
</tr>
<tr>
<td></td>
<td>reappoint Commissioner Custer</td>
<td>1 Year Expires 12-31-20</td>
</tr>
</tbody>
</table>
West Michigan Regional Planning Commission:
  reappoint Commissioner Elkins (Public)  1 Year Expires 12-31-20
  reappoint Dan Massy (Public)  1 Year Expires 12-31-20

WMRPC Comprehensive Economic Development Strategy Committee (CEDS):
  reappoint Dan Massy (Public)  1 Year Expires 12-31-20

Youth Attention Center:
  reappoint Commissioner Emig  1 Year Expires 12-31-20

COMMITTEE APPOINTMENTS for 2020

Health, Safety and Grounds Committee:
  Mark Gregory, Chairperson
  Roger Elkins, Vice Chairperson
  Jack Nehmer
  Alt: Jim Custer

Finance Committee:
  Jill Halladay, Chairperson
  Jim Custer, Vice Chairperson
  Tim Michell
  Alt: Roger Elkins

Personnel and Administration Committee:
  Jack Nehmer, Chairperson
  Roger Elkins, Vice Chairperson
  Jill Halladay
  Alt: Larry Emig

Recommendation was unanimously supported.

Employee/Board Comments: Jeremy Beebe, E.M.S. Director, offered the Board the use of a projector they no longer use in their department.

Karen Bluhm, County Clerk, reported to Commissioners the cost of the November 2019 election.

Commissioner Elkins mentioned a recent article in the Marion Press about Sheriff Williams.

Extended Public Comment: Alan Gingrich, Road Commissioner, thanked the Board for allowing the residents of the County to continue to elect Road Commissioners.

Moved by Commissioner Gregory, seconded by Commissioner Emig, to adjourn at 10:56 a.m. Motion carried unanimously.

Karen J. Bluhm, County Clerk
Jack Nehmer, Chairman
TO: County Treasurer and County Clerk

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

**Fund:** General (x)  Debt Service ()  245 Capital ()  Other ()  Special Revenue ()

### Revenue:

<table>
<thead>
<tr>
<th>Account Name</th>
<th>Account Number</th>
<th>Decrease</th>
<th>Increase</th>
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### Expense:

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<tr>
<th>Account Name</th>
<th>Account Number</th>
<th>Increase</th>
<th>Decrease</th>
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<tbody>
<tr>
<td>Per Diem</td>
<td>101.101.713.000</td>
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<tr>
<td>Postage</td>
<td>101.101.726.000</td>
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<td>Office Supplies</td>
<td>101.101.727.000</td>
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<td>Publications</td>
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<td>Dues</td>
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<td>101.101.861.000</td>
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<td>$100.00</td>
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<tr>
<td>Newspaper</td>
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<td></td>
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<td>$435</td>
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**Total:**

|          |               | $435     | $435     |

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**Board of Commissioners**

Department: [Signature]

Department Head Signature: [Signature]

12.20.2019

A cash transfer in the amount of $______ from the ____ fund to the ____ fund is necessary to facilitate this budget amendment.

**Explanation:** Additional funding for Per Diem
TO: County Treasurer and County Clerk

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

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

**REVENUE:**

<table>
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<tr>
<th>Account Name</th>
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<tr>
<td>Mechanical</td>
<td>249-371.479.005</td>
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**EXPENSE:**

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<tr>
<td>Cont. Service - Mechanical</td>
<td>249-371-808.019</td>
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**TOTAL**

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<tbody>
<tr>
<td>Increase</td>
<td>$300</td>
</tr>
<tr>
<td>Decrease</td>
<td>$300</td>
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</tbody>
</table>

**EXPLANATION:** contract compensation for mechanical inspector
TO: County Treasurer and County Clerk

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

REVENUE:

<table>
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<tr>
<th>Account Name</th>
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EXPENSE:

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<th>Decrease</th>
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<tbody>
<tr>
<td>Travel Expenses</td>
<td>273 - 154 - 860 - 000</td>
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<tr>
<td>Temporary Employees</td>
<td>273 - 154 - 702 - 004</td>
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</table>

Commission On Aging

Department

Department Head Signature

Date 12/27/19

A cash transfer in the amount of $________ from the _____ fund to the _____ fund is necessary to facilitate this budget amendment.

EXPLANATION: Balance over budget line item
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

<table>
<thead>
<tr>
<th>Account Name</th>
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<tr>
<td>Remonumentation</td>
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EXPENSE:

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<tr>
<td>Administrative Research</td>
<td>244-000-702.101</td>
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<td>FICA</td>
<td>244-000-719.000</td>
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<td>Retirement</td>
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<td>$ 8.05</td>
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<td>Cont. Survey Monumentation</td>
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<td>Peer Group</td>
<td>244-000-713.001</td>
<td>$</td>
<td>$ 1,122.00</td>
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<tr>
<td>Office Supplies</td>
<td>244-000-727-000</td>
<td>$</td>
<td>$ 400.00</td>
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TOTAL

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<tr>
<td></td>
<td>$1,522</td>
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</table>

Remonumentation

Department

Susan Vanderbelt

Department Head Signature

Date 12/20/2019

A cash transfer in the amount of $__________ from the _____ fund to the _____ fund is necessary to facilitate this budget amendment.

EXPLANATION: Utilization of grant funds for additional corner work and administration

Less funding required for office supplies and Peer Group Meeting
The meeting was called to Order by Chairperson Gregory at 12:17 p.m.

Members Present: Commissioners Mark Gregory, Jack Nehmer and Roger Elkins
Members Absent: None.
Others: Bob Van Putten-Landmark Design Group, E.M.S. Director Jeremy Beebe, Sheriff Ed Williams, Chief Circuit Judge Scott Hill-Kennedy, Circuit Court Clerk/Chief Deputy County Clerk Therese Bechler, Maintenance Working Supervisor Brad Halladay and County Coordinator Susan Vander Pol

Additions or Deletions: None.

Agenda: Motion by Commissioner Nehmer, seconded by Commissioner Elkins to approve the agenda. Motion was unanimously supported.

Public Comments - None.

Employee Comments – Judge Scott Hill-Kennedy and Therese Bechler provided information on an incident that occurred last week within the Circuit Courtroom with a member of the public, the need for security screening of people upon entrance to the buildings, staff security and using two court officers on motion days.

Commissioner Gregory talked about funding, who we are going to have do the building security and options for starting the contracted service. Susan mentioned a meeting with the contractor is in process of being set up for the later part of the first week of January.

Sheriff Williams talked about the incident in the Circuit Courtroom, public screening for security and its effect on employee knowledge on potential threats if an incident occurs.

Minutes: Motion by Commissioner Nehmer, seconded by Commissioner Elkins to approve the minutes of October 1, 2019. Motion was unanimously supported.

EMS Training Room Update – Bob Van Putten of Landmark Design Group, presented information on the bids received for renovation of space for the E.M.S. training room project. All of the bids are from known vendors that have performed work for the County. Gerber Construction provided the low bid for the project with the shortest completion time. Susan mentioned a lease agreement with the Health Department for the space is in draft for review by the Board of Commissioners and Health Department. Discussion was held and the following recommendation was made:

Recommended by Commissioner Nehmer, seconded by Commissioner Elkins to recommend Gerber Construction for the renovation project for the E.M.S. training room in the amount of $68,465. Recommendation was unanimously supported.

Security Equipment, Buildings and Main Courthouse Entrance, Policies. Discussion was held on the draft policies and procedures for screening the public coming through the main door and a security officer job description that Susan had provided to the committee members. Additional review will be done and information related to the employee processes for using an “employee only” entrance will be added. A job description won’t be needed at this time if the contractor is utilized. Brad will review information for putting a temporary keyless entry unit on the employee entrance door until a permanent system is purchased.

Board Comments – None.

Extended Public Comments – None.

Motion by Commissioner Nehmer, seconded by Commissioner Elkins to adjourn at 1:14 p.m.

Respectfully submitted,

Osceola County Coordinator
LEASE AGREEMENT

THIS LEASE, made and entered into this ______ day of __________, 2020, by and between the CENTRAL MICHIGAN DISTRICT HEALTH DEPARTMENT, a public body corporate with offices located at Reed City, Michigan, 49677 (hereinafter referred to as the “Landlord”) and OSCEOLA COUNTY, a municipal corporation and political subdivision of the State of Michigan, with offices located at 301 West Upton Avenue, Reed City, Michigan, 49677 (hereinafter referred to as the “Tenant”). This Lease shall be subject to the following conditions:

1. **Leased Space.** The Landlord, subject to the terms and conditions of this Lease, leases to the Tenant space within the Health and Human Services Building (hereinafter referred to as the “Building”). The leased space includes approximately _____ square feet. The leased space is more fully described as the area of the south section of the Landlord property, Suite C. The Tenant may also use the areas of the Building designated for employees of the Landlord.

2. **Term and Termination.** The term of this Lease shall be for ten (10) years, commencing January 1, 2020, and terminating on December 31, 2030. The Tenant or the Landlord may terminate this Lease upon thirty (30) days prior written notice to the other party.

3. **Rent.** The Tenant agrees to pay the Landlord as rent for the leased space the sum of SEVEN THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($7,200.00) a year, payable in quarterly installments in advance, of TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($2,400.00), due on the first day of each quarter during the term of the Lease. The Tenant shall pay rent to the Landlord at the address stated in Section 21 or at an address designated by the Landlord in writing, without any prior demand from the Landlord and without any deductions or setoffs.

4. **Assignment and Subletting.** The Tenant may not assign, sublet or otherwise transfer or convey its interest or any portion of its interest in the leased space without prior written consent from the Landlord. The Landlord shall have total discretion on its approval of proposed assignments or subleases. The Tenant shall assume all of Landlord’s obligation under this Lease upon transfer.

5. **Purpose of Leased Space and Compliance with the Law.** It is understood and agreed between the parties that the Tenant shall occupy and use the leased space for providing public services and for no other purpose without the written consent of the Landlord. The Tenant shall use its leased space in the Building in compliance with all applicable federal, state and local laws, ordinances, codes, rules and regulations. No activity shall be conducted at the Building that does not comply with all applicable federal, state and local laws, ordinances, codes, rules and regulations or which creates a nuisance. In the event the Tenant is found not to be in compliance with this section, the Landlord may terminate this Lease effective as of the date of delivery of written notification to the Tenant.

6. **Condition of Leased Space and Disclaimer of Warranties.** The Tenant accepts the condition of the leased space, allowing renovations as submitted to the Landlord. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE TENANT THAT THE LANDLORD MAKES NO WARRANTIES EXPRESS OR IMPLIED REGARDING THE LEASED SPACE OR ITS FITNESS FOR THE INTENDED USE FOR WHICH IT IS LEASED.

7. **Vacate or Abandon the Leased Space.** The Tenant shall not vacate or abandon its leased space during the term of this Lease. If the Tenant vacates or abandons its leased space or is dispossessed by process of law or otherwise, this Lease shall terminate effective immediately and Landlord may enter and recover possession of the leased space and all improvements the Tenant or Landlord has made thereto. The Landlord may also take possession of and dispose at its discretion all property left at the leased space more than thirty (30) days after the effective date of this Lease’s termination.

8. **Utilities.** The Tenant, at its own expense, shall be responsible for expenses incurred for telephone and computer services, including copiers, and associated maintenance and repair. Such services shall be billed directly to the Tenant. The Tenant shall provide janitorial services and utilities for heat and electric for Suite C. The Landlord shall not be responsible for any damages from the interruption of any services provided.
9. **Surrender of the Leased Space.** The Tenant shall surrender the leased space to the Landlord when the term of this Lease expires or this Lease is prematurely terminated, in as good condition as when received, normal wear and tear and damage by the elements excepted.

10. **Use of Parking Spaces at the Building.** The Tenant, and the visitors it serves, shall have the right to use the parking spaces located at the Building, to the same extent as all other visitors to the Building, including handicapped parking, and the loading and unloading of supplies to be used by the Tenant so long as the use does not interfere with the County maintenance operations.

11. **Access to Leased Space.** The Tenant shall permit the Landlord or the Landlord's agents to enter the leased space at reasonable times. The Landlord may use any part of the leased space to install, maintain, use, repair, or replace any mechanical equipment serving the Building or such other activity that serves the Building.

12. **Alterations, Attachments and Improvements.** The Tenant shall notify the Landlord of any constructed alterations or improvements or attachments in the leased space.

In the event the Tenant constructs any structures or facilities, or makes any alterations, attachments or improvements as authorized pursuant to this section, unless the Landlord consents in writing to their remaining, after this Lease terminates they shall become the property of the Landlord.

13. **Insurance.** The Tenant shall procure and maintain for the duration of this Lease, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the leased space. The cost of such insurance shall be borne by the Tenant.

A. **Minimum Scope of Insurance.** The insurances to be obtained by the Tenant shall include at a minimum the following:

1. **Workers' Disability Compensation,** including Employers' Liability Coverage, covering its employees, in accordance with all applicable statutes of the State of Michigan.

2. **Comprehensive (Commercial) General Liability Insurance,** on occurrence basis only. Coverage shall include at a minimum the following extensions: (a) Contractual Liability; (b) Independent Contractors Coverage; (c) Broad Form General Liability Extensions or equivalent. The coverage provided by this insurance shall include all Tenant's operations at the leased space including occupancy and/or use of the leased space.

3. **Motor Vehicle Liability Insurance,** including applicable No-Fault coverages covering all owned vehicles, non-owned vehicles, and all hired vehicles which the Tenant may have operate or park on the leased space.

B. **Minimum Limits of Insurance.** The Tenant shall maintain the insurance coverages required by this Lease with limits of not less than:

1. **Workers' Disability Compensation,** including Employers' Liability Coverage in such amounts as required by applicable statutes of the State of Michigan.

2. **Comprehensive (Commercial) General Liability Insurance** with limits of liability not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

3. **Motor Vehicle Liability Insurance** with limits of liability not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence combined single limit.
Bodily Injury and Property Damage.

C. Additional Insureds. The following shall be named as Additional Insureds on Comprehensive (Commercial) General Liability Insurance and Motor Vehicle Liability Insurance: The Central Michigan District Health Department and including all elected and appointed officers/officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

D. Acceptability of Insurers. All insurance coverages required by this Lease shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the Landlord and who have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

E. Cancellation Notice. All insurances required by this Lease shall include an endorsement stating the following: “Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: CENTRAL MICHIGAN COMMUNITY HEALTH DEPARTMENT, MT. Pleasant, Michigan.” The name and/or address to whom such notices shall be sent may be changed by the Landlord at any time by written notice of such change to the Tenant.

F. Proof of Insurance Coverage. The Tenant shall provide the Landlord with Certificates of Insurance and/or policies as listed below:

1. Two (2) copies of Certificate of Insurance for Workers’ Disability Compensation Insurance.
2. Two (2) copies of Certificate of Insurance for Comprehensive (Commercial) General Liability Insurance.
3. Two (2) copies of Certificate of Insurance for Motor Vehicle Liability Insurance.
4. If so, requested by Landlord, Certified Copies of all policies will be furnished.

G. Continuation of Coverage. If any of the above coverages expire during the term of this Lease, the Tenant shall deliver renewal certificates and/or policies to the Landlord at least ten (10) days prior to the expiration date.

The insurances required of the Tenant in this section shall cover the Tenant's use of the leased space. Breach of any of the insurance requirements set forth in this section shall be a material breach of this Lease.

14. Personal Property and Risk of Loss. All personal property in the Central Michigan Community Health Department or in the leased space shall be kept at the Tenant’s sole risk.

15. Liability. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the Tenant in the performance of this Agreements shall be the responsibility of the Tenant, and not the responsibility of the Landlord, if the liability, loss, or damage is caused, by, or arises out of, the actions or failure to act on the part of the Tenant, or any elected or appointed officer, employee or agent of the Tenant, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Tenant or its officials, employees and agents by statute or court decisions.

16. Damage/Destruction of the Leased Space. If the leased space is damaged or destroyed so as to render it untenantable for the use set forth in Section 5, either the Landlord or the Tenant may terminate this Lease, effective immediately upon delivery of written notice of termination to the other party.
In the event of such termination, the Tenant shall be liable for rent only up to the date of delivery of the notice of termination. Such election to terminate this Lease must be made within forty-five (45) days of the date of the damage or destruction. If neither the Landlord nor the Tenant elects to terminate this Lease in accordance with this section, and the damage or destruction is the result of the Landlord’s actions, the Landlord shall repair the leased space at its expense as soon as possible. Rent due under the Lease shall not abate or be reduced. However, in the event that the damage or destruction is caused by the negligence of the Tenant, or its employees or agents, then, under such circumstances, the Tenant shall repair the leased space at its expense as soon as possible. Further, if the damage or destruction is caused by the negligence of the Tenant, the Tenant shall not have the option to terminate this Lease prior to the expiration date set forth in Section 2 or to an abatement of rent.

17. Warranties and Covenants. The Landlord hereby warrants that it has lawful title and right to make this Lease for the term set forth in Section 2. The Landlord further covenants that if the Tenant shall pay the rental and perform all the covenants, agreements, terms and conditions of this Lease to be performed by the Tenant, the Tenant shall, during the term of this Lease, freely, peaceably and quietly occupy and enjoy the full possession of the leased space and the rights and privileges herein granted, without molestation or hindrance.

18. Nondiscrimination. The Tenant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, which include, but is not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

The Tenant, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability, height, weight or marital status. Breach of this section shall be regarded as a material breach of this Lease.

19. Default and Re-entry. If the Tenant fails to pay rent when due; if Tenant fails to use or fails to continue to use the leased space for the use authorized in Section 5; if the Tenant fails to perform any other obligations under this Lease within ten (10) days after receiving written notice of the default from the Landlord; if the Tenant makes any assignment for the benefit of creditors or a receiver is appointed for the Tenant or its property; or if any proceedings are instituted by or against the Tenant for bankruptcy (including reorganization) or under any insolvency laws, the Landlord in addition to any other rights or remedies it may have, may terminate this Lease effective immediately upon delivery of notice of termination to Tenant, re-enter and recover possession of the leased space, and if it so elects, seek to relet the leased space on whatever terms the Landlord thinks advisable. In addition to the Landlord’s other rights and remedies as stated in this Lease, or available to it under Federal or State laws, rules and regulations, and without waiving any of those rights, if the Landlord deems necessary any repairs that the Tenant is required to make or if the Tenant defaults in the performance of any of its obligations under this Lease, the Landlord may make repairs or cure defaults and shall not be responsible to the Tenant for any loss or damage that is caused by that action. The Tenant shall immediately pay to the Landlord, on demand, the Landlord’s costs for making repairs and curing any defaults, as additional rent under this Lease.

20. Eminent Domain. If the leased space or a part thereof or any estate therein, or any other part of the Landlord’s property adjoining the leased space materially affecting the Tenant’s use of the leased space, shall be taken by eminent domain, this Lease shall terminate on the date when title vests
pursuant to such taking. The rent, and any additional rent shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Tenant. The Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but the Landlord may file a claim for any taking of fixtures and improvements owned by the Tenant, and for moving expenses.

21. Notices. Any notices required under this Lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses of the parties stated below or to such other addresses as the parties substitute by written notice.

Except as may be otherwise required by this Lease, notices shall be sent to:

For Tenant:
Osceola County Coordinator
301 West Upton Avenue
Reed City, Michigan 49677

For Landlord:
Health Officer
Central Michigan District Health Department
2012 E. Preston
Mt. Pleasant, MI 48858

22. Waivers. No failure or delay on the part of either of the parties to this Lease in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

23. Amendments. Modifications, amendments or waivers of any provision of this Lease shall be made only by written mutual consent of both the Landlord and Tenant.

24. Binding Effect of Lease on Successors and Assigns. This Lease shall be binding upon and be to the benefit of the successors and assigns of the Landlord, and upon and to the benefit of the successors, assigns and sublessees of the Tenant subject to the limitations on assignment and subletting contained in this Lease.

25. Changes by the Landlord. The Landlord may make any changes to the Building, parking lot, driveways, signs, landscaping, or sidewalks.

26. Holding Over. If the Tenant remains in possession of the leased space after the Lease expires or the Lease is terminated, the Tenant shall be deemed to occupy the leased space on a month-to-month basis and be subject to all the terms of this Lease as may apply to a month-to-month tenancy. Either party may cancel such tenancy on thirty (30) days prior written notice to the other party.

27. Subordination. This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property of which the leased space are a part.

28. Entire Lease. This Lease contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, including, but not limited to, prior leases, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

29. Invalid Provisions. In the event that any provision of this Lease is held to be invalid by a court of competent jurisdiction, it shall not affect the remaining provisions contained herein. If the deletion of the invalid provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the provision was declared invalid.

30. Certification of Authority to Sign Lease. The persons signing this Lease on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties
and that this Lease has been authorized by said parties.

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

WITNESSED BY:

_________________________ Date

By: Jack Nehmer
County Board of Commissioners

_________________________ Date

By: Susan M. Vander Pol,
County Coordinator

LANDLORD: CENTRAL MICHIGAN DISTRICT HEALTH DEPARTMENT

_________________________ Date

By: Steve Hall, R.S., M.S.
Health Officer
Central Michigan District Health Department

TENANT: COUNTY OF OSCEOLA

_________________________ Date

By: Jack Nehmer
County Board of Commissioners

_________________________ Date

By: Susan M. Vander Pol,
County Coordinator
Animal Control

Request for Sealed Bids – Sale of Vehicle

2000 Ford F-150 Pickup (two-wheel drive):

2FTRF17W9YCA03554    189,595 miles    $500 minimum bid
# Proposal

**Client Information**

OSCEOLA COUNTY COMMISSION ON AGING - EVART  
732 WEST 7TH STREET  
EVART, MI 49631

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The above price includes installation complete. There are no hidden fees.

The system comes with a one-year warranty on all parts and labor.

If you have any questions, please feel free to contact the main office at (231)745-7549.

**TO ACCEPT PROPOSAL PLEASE SIGN AND DATE BELOW**

NAME: _____________________________  
DATE: _____________________________  

Please print name here  Please sign name here  Date Approved
Proposal

Client Information
OSCEOLA COUNTY COMMISSION ON AGING - MARION
221 S. MILL ST. 101 E. MAIN ST.
MARION, 49665

Proposal Number 1793
Date 9/30/2019 Expires 10/30/2019
Salesperson CHARLES BROOKS SR.

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Sub Total $2,366.00
Sales Tax $0.00
Total This Proposal $2,366.00

The above price includes installation complete. There are no hidden fees.
The system comes with a one-year warranty on all parts and labor.
If you have any questions, please feel free to contact the main office at (231)745-7549.

TO ACCEPT PROPOSAL PLEASE SIGN AND DATE BELOW

Please print name here

Please sign name here

Date Approved


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Sub Total $2,366.00
Sales Tax $0.00
Total This Proposal $2,366.00

The above price includes installation complete. There are no hidden fees.

The system comes with a one-year warranty on all parts and labor.

If you have any questions, please feel free to contact the main office at (231)745-7549.

TO ACCEPT PROPOSAL PLEASE SIGN AND DATE BELOW

Please print name here

Please sign name here

Date Approved
memo

To: Osceola County Board of Commissioners
From: Valarie Delamater
CC: Susan Vander Pol
Date: December 17, 2019
Re: State of Michigan Aerial Imagery Exchange for Local Data

The Michigan Statewide Authoritative Imagery & Lidar Program (MiSAIL) is offering to provide Osceola County with 12" aerial imagery in exchange for any GIS data that we have. The information we would provide to MiSAIL is the address points and the road centerlines.

I spoke with Terry Vogel at Meceola Central Dispatch regarding this. He is very familiar with what they are asking for and in fact has already provided MiSAIL with the requested data for Mecosta County.

In 2010, Osceola County shared the cost of aerial imagery with the State of Michigan. The county's cost was $16,044. The local townships did contribute $500 per unit to the county for their access to them. There is no cost to the county for this exchange.

Aerial imagery is a valuable tool in our department. It is used multiple times on a daily basis. However, because our current aerial imagery is nearly 10 years old, it doesn't always depict accurate property improvements. Approving this exchange would benefit not only the Equalization Department but also many other county departments, such as, Meceola Central Dispatch, Emergency Management, the Building Department, the Road Commission, the Sheriff Department, to name a few.

I have attached a flyer from MiSAIL, as well as a contract, for your review.

Attachment (2)
Beginning in 2018, Michigan counties, townships, and cities may exchange their local, authoritative GIS (geographic information systems) data for 12-inch aerial imagery. The county, township, or city would share with the State of Michigan the following GIS data: parcels, address points, and road centerlines. In return, the local government will receive 12-inch imagery at no cost.

- The GIS data provided by the local government would be for internal use only by state agency personnel in support of their day-to-day operations.
- If the local government does not have this information in GIS format, the state is still interested in discussing a potential exchange.
- An intergovernmental agreement (IGA) would be signed by the local government and the state. The IGA defines roles and responsibilities of each partner. The IGA is available for review.
- Proprietary online access to the imagery would be provided through the Michigan Imagery Solution (MIS) for up to five local users. The state will also deliver a copy of the most current 12-inch imagery on an external hard drive. There is no fee for either delivery option.
- Buyups at 3-inch and 6-inch resolution are also available. This is most cost effective if planned during a regularly scheduled flight year.

For more information, please contact:

Everett Root at roote@michigan.gov (517-335-7180)
Ulrika Zay at zayu@michigan.gov (517-335-7011)
MiSAIL Regional Imagery
Acquisition Planning

Acquisition Regions
Year - Sq. Miles
- 2020 - 18,020
- 2021 - 16,327
- 2022 - 12,371
- 2023 - 11,659

Produced by: Everett Root, DTMB/CSS, August 20, 2019

Michigan Statewide Authoritative Imagery & Lidar Program
Michigan Statewide Authoritative Imagery and LiDAR Program (MiSAIL)

Intergovernmental Agreement
For Data Exchange
Between Osceola County and DTMB

This Intergovernmental Agreement (Agreement) is between Osceola County, a Constitutional and Municipal Corporation, 301 W Upton Ave, Reed City, Michigan, 49677 (Partner) and the Michigan Department of Technology, Management and Budget, through its Center for Shared Solutions, P.O. Box 30026 Lansing, Michigan, 48909 (DTMB). In this Agreement, the Partner and DTMB may be referred to individually as “Party” or jointly as “Parties.” Partners may include, but are not limited to, state, local and federal government entities.

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

1. **Purpose**

   Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 et seq., the Urban Cooperation Act of 1967, MCL 124.501 et seq., and the authority granted to the Director of DTMB pursuant to Executive Reorganization Order No. 2009-39, Section V(E), MCL 18.441, the Partner and DTMB enter into this Agreement for the purpose of making Geographic Information System (GIS) data and digital orthoimagery data (Imagery) owned and maintained by the respective Parties available to both Parties, without fee or cost, to assist the Parties in performing statutory and governmental duties and activities that benefit DTMB or the Partner, specifically the scope of work described in Exhibit A.

2. **Definitions**

   **Data originator**: The author or owner of the GIS data and information contained within the GIS data.

   **Geographic Information System data or GIS data or Data**: The output from a Geographic Information System as defined by MCL 15.442(b) or the saved
output (datasets) covered by this Agreement, as more specifically identified in Exhibit A, and provided by either Party pursuant to MCL 15.441, *et seq.* GIS data does not include derivative works developed by DTMB or data produced by DTMB from GIS data.

Digital orthoimagery data – aerial imagery collected by the State of Michigan (State) as part of the State’s collection efforts per the specifications defined in the State’s contract # 071B6600034 (Contract). A copy of the Contract is available online at: [http://www.michigan.gov/documents/localgov/6600034_516430_7.pdf](http://www.michigan.gov/documents/localgov/6600034_516430_7.pdf)

**Third Party:** An organization or individual requesting GIS data that is not a party to this Agreement. Third Party does not include any organizations or individuals specifically identified as intended pass-through data recipients under Exhibit A.

3. **Coordination Representatives**

   To provide for consistent and effective communication between DTMB and the Partner, each Party shall appoint a Coordination Representative to serve as its central point of contact on matters relating to this Agreement. The Coordination Representatives for this Agreement are listed below.

   Everett Root  
   DTMB Center for Shared Solutions  
   Romney Building, 10th Floor  
   111 S. Capitol St.  
   Lansing, MI, 48933  
   Phone No. 517-373-7910  
   Fax No. 517-373-2939  
   E-mail roote@michigan.gov

   Valarie Delamater  
   Osceola County Appraiser  
   301 W Upton Ave  
   Reed City, MI 49677  
   231-832-6119  
   vantor@osceolacountymi.com

4. **Responsibilities of the Parties**

   The following paragraphs identify responsibilities of the parties involved:

   a. **DTMB Responsibilities.** DTMB will provide the Partner, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:
i. Protection and good stewardship of the Partner's data;

ii. Those responsibilities set forth in Exhibit A.

b. **Partner Responsibilities.** The Partner will provide DTMB, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:

   i. GIS dataset updates, without fee or cost, through the data exchange mechanism identified in Exhibit A;

   ii. Protection and good stewardship of the State's data;

   iii. Those responsibilities set forth in Exhibit A.

   iv. A copy of their enhanced access policy and fee schedule(s)

   v. Updates to fee schedule throughout duration of this agreement

5. **GIS Data Usage and Distribution Terms**

   a. The Partner authorizes its GIS data to be used as identified in Exhibit A.

   b. In the event that a Third-Party requests GIS data, one of the following three scenarios will apply:

      i. If the Partner receives a request for its own Data, that request will be subject to the Partner's local Enhanced Access to Public Records policy. There is no need for the request to go through or be approved by DTMB.

      ii. In the event that DTMB receives a request for Data provided by the Partner, such requests will be honored pursuant to DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. In accordance with its policy, DTMB will pass on any applicable fees pursuant to the Partner's local Enhanced Access to Public Records policy.

      iii. If the Partner receives a request for any Data that it received from DTMB, it will provide the Data in accordance with its local Enhanced Access to Public Records policy, and pass on any applicable fees to DTMB as established under DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. The Partner may also charge an administrative fee to distribute the Data as outlined in its local Enhanced Access to Public Records policy.
c. The Parties agree to exercise all applicable exemptions available under the Freedom of Information Act (FOIA), MCL 15.231 et seq., to ensure that the GIS Data will not be redistributed to a Third Party.

6. GIS Data Disclaimer

a. All GIS data is provided "as is." The Parties expressly disclaim any and all warranties, express or implied, including, but not limited to, any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose, or any other warranty, condition, guarantee or representation, whether oral, in writing, or in electronic form including, but not limited to, the accuracy or completeness of any information contained in or provided by the GIS data. The Parties do not represent or warrant that access to GIS data will be uninterrupted or that there will be no failures, errors, omissions, or loss of transmitted information.

b. In no event shall either Party be liable to the other for any special, indirect, or consequential damages, or any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with the use or performance of GIS data under this Agreement.

7. Image Service Contact

The MiSAIL program includes partner access to a secure imagery viewing service known as the Michigan Imagery Solution (MIS), managed by the State of Michigan, DTMB, Center for Shared Solutions. Service will be accessible for up to five partner desktop applications and one partner web based application.

Image Service Contact designated per signature is the single point of contact for the DTMB for all technical considerations and inquiries regarding MIS access by partner.

<table>
<thead>
<tr>
<th>Image Service contact</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valarie Delamater</td>
<td><a href="mailto:vantor@osceolacountymi.com">vantor@osceolacountymi.com</a></td>
<td>231-832-6119</td>
</tr>
</tbody>
</table>

8. Effective Date and Duration

This Agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until terminated unless superseded, rescinded, or modified by written agreement of both Parties.
9. Amendment and Modification

This Agreement may be amended or modified only by written agreement of both Parties.

10. Termination

a. Either Party may terminate this Agreement with sixty (60) days written notice for any reason, or for no reason.

b. Upon termination of this Agreement, GIS Data provided to DTMB under this Agreement by the Partner will be retained by DTMB, but will no longer be updated. Remaining GIS Data shall be marked that it has not been updated as of the date of the last update prior to termination.

11. Dispute Resolution

In the event of a dispute between the Parties, the Partner and DTMB agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

12. Assignment

This Agreement may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this Agreement be assigned, delegated, or transferred, unless otherwise provided for in this Agreement.

13. Reservation of Rights

a. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the Parties. Nothing in this Agreement is a waiver of governmental immunity by either Party.

b. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other Party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either Party under any existing law or regulation.

14. No Third-Party Beneficiaries

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

15. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the State of Michigan shall govern this Agreement and all documents and actions thereunder.

16. Entire Agreement

This Agreement represents the entire Agreement between the Parties and supersedes all other Agreements between the Parties governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned execute this Intergovernmental Agreement on behalf of the Parties and by doing so, obligate and bind the DTMB and the Partner to the stated terms and conditions.

______________________________
ERIC SWANSON
Director
Center for Shared Solutions (CSS)
Romney Building, 10th Floor
111 S. Capitol St.
Lansing, MI, 48933

______________________________
Jack Nehmer
Chairman
Osceola County Board of Commissioners
301 W Upton Ave
Reed City, MI 49677
Attributes to be included with each data category will vary. DTMB has a standard data schema for each data type that will be shared with the partner. Variations between local data and the DTMB standard will be reviewed prior to data submission.

Description of Partner Data:

Tax parcels: Geometry and attributes for Community Parcel Repository

Address points: Geometry and attributes for structure point location at rooftop, driveway, geocoded along road centerline, or parcel centroid.

Road Centerlines: Geometry and attributes

Description of DTMB Data:

12” pixel resolution, 4-band (red, green, blue, near-infrared) aerial imagery.
Specification document available at: http://www.michigan.gov/som/0,4669,7-192-78943_78944_78949_78952_63834-00.html

Partner's Data to be receive by DTMB: select one

- Digital Upload (file upload or through feature service)
- External Hard Drive
- Other

Data Use: select one for each data category

Parcels:

- Publicly Available
- Available for use by all State of Michigan Agencies

Address Points:

- Publicly Available
- Available for use by all State of Michigan Agencies
Road Centerlines:

- Publicly Available

Update Schedule:

- Parcels: 1-2 times per year
- Address Points: 4 times per year
- Road Centerlines: 4 times per year

Optional pass through to the United States Census Bureau:

The DTMB, Center for Shared Solutions (CSS) is the State of Michigan’s liaison to the US Census Bureau (USCB) for local data collection efforts in support of various USCB geospatial data programs.

DTMB is authorized to pass data through to United States Census Bureau

Address Points:

- Yes
- No

Road Centerlines:

- Yes
- No
RESOLUTION 2020 -  
TAX DEFERMENT FOR ELDERLY, DISABLED, ETC.  

WHEREAS, the County Board of Commissioners may provide that for taxes paid in the first year of delinquency before May 1, for the homestead property for which a senior citizen, paraplegic, quadriplegic, eligible serviceman, eligible veteran, eligible widow, totally and permanently disabled person, or blind person, as those persons are defined in Chapter 9 of Act No. 291 of the Public Acts of 1967, as amended, makes a claim before February 15, for the credit provided by Chapter 9 of Act No. 281 of the Public Acts of 1967, as amended, if that claimant presents a copy of the form filed for that credit to the County Treasurer, has not received the credit before March 1: any interest, fee, or penalty that would have been added if the tax had been paid before February 15 shall be waived; and

WHEREAS, the County’s general fund must refund to the Delinquent Tax Fund any interest waived pursuant to the act to the above statute;

NOW THEREFORE BE IT RESOLVED, that the Osceola County Committee of the Whole recommends that the Board of Commissioners waive any interest, fee or penalty as specified above for the 2019 tax levy. In addition, the committee recommends that the Board emphasize that:

1. The property tax credit claims must have been filed with the Michigan Department of Treasury prior to February 14, 2020.
2. The eligible person must retain a copy of the property tax credit claim and present a copy of the claim to the County Treasurer.
3. The eligible person must not have received the credit before March 1, 2020.
4. The Taxes must be paid by May 1, 2020.
RESOLUTION 2020 -
OSCEOLA COUNTY INVESTMENT POLICY

Purpose--It is the policy of Osceola County to invest its funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow needs of the County and comply with all state statutes governing the investment of public funds.

Scope--This investment policy applies to all financial assets of the County. These assets are accounted for in the various funds of the County and include the general fund, special revenue funds, debt service funds and capital project funds (unless bond ordinances and resolutions are more restrictive), enterprise funds, internal service funds, trust and agency funds and any new fund established by the County.

Objectives--The primary objectives, in priority order, of the County’s investment activities shall be:

Safety--Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Diversification: The investments will be diversified by security type and institution in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Return on Investment--The investment portfolio shall be designed with the objective of obtaining a rate of return throughout the budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

Delegation of Authority to Make Investments--Authority to manage the investment program is derived from the following: Osceola County Board of Commissioners’ most current resolution designating depositories and MCL 48.40 requiring the County Treasurer to be the custodian of the County’s funds. Management responsibility for the investment program is hereby delegated to the Osceola County Treasurer who shall establish written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, cash purchase or delivery vs payment, investment accounting, repurchase agreements, wire transfer agreements, collateral/depository agreements and banking service contracts. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Osceola County Treasurer. The Osceola County Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

The Osceola County Treasurer is limited to investments authorized by Act 20 of 1943, as amended, and may invest in the following:
NOTE—the following list includes all investments authorized by Act 20 PA 1943, as amended. Each County may remove or limit each section of the list as the County desires.

(a) Bonds, securities, and other obligations of the United States or an agency or instrumentality of the United States.
(b) Certificates of deposit, savings accounts, deposit accounts, or depository of a financial institution. Authorized depositories shall be designated by the Osceola County Board of Commissioners at the Board’s organizational meeting after each regular election of the commissioners.
(c) Commercial paper rated at the time of purchase within the 2 highest classifications established by not less than 2 standard rating services and that matures not more than 270 days after the date of purchase.
(d) Repurchase agreements consisting of instruments listed in (a).
(e) Bankers’ acceptances of United States banks.
(f) Obligations of this state or any of its political subdivisions that at the time of purchase are rated investment grade by not less than 1 standard rating service.
(g) Mutual funds registered under the investment company act of 1940, title I of Chapter 686, 54 Stat. 789, 15 U.S.C. 80a-1 to 80a-3 and 80a-4 to 80a-64, with the authority to purchase only investment vehicles that are legal for direct investment by the County. This authorization is limited to securities whose intention is to maintain a net asset value of $1.00 per share.
(h) Investment Pools through an interlocal agreement under the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512.
(i) Investment Pools organized under the surplus funds Investment Pool Act, 1982 PA 367, 129.111 to 129.118.
(j) The Investment Pools organized under the local government Investment Pool Act, 1985 PA 121, MCL 129.141 to 129.150.

Safekeeping and Custody—All security transactions, including collateral for repurchase agreements and financial institution deposits, entered into by the Osceola County Treasurer may be on a cash basis or delivery vs payment basis as determined by the County Treasurer. Securities may be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts as determined by the Treasurer.

Prudence—Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
RESOLUTION 2020 -

DEPOSITORY RESOLUTION FOR OSCEOLA COUNTY

WHEREAS, under the laws of the State of Michigan, Act No. 40 of the Michigan Public Acts of 1932, 1st Extra Session, as amended (MCL 129.12), this Board is required to provide, by resolution, for the deposit of all public monies, including tax monies, belonging to, or held for, the State, County or other political units coming into the hands of the County Treasurer, in one or more Financial Institutions within the State.

THEREFORE BE IT RESOLVED, by the Osceola County Board of Commissioners as follows:

1. The Osceola County Board of Commissioners hereby provides for the designation and deposit of all public money including tax money by the Osceola County Treasurer in the following financial institutions:

   Chemical Bank
   Huntington National Bank
   Lake Osceola State Bank
   Horizon Bank
   Michigan Class Pool
   Multi Bank Securities
   Cantella & Co, Inc.

2. The Treasurer is authorized to enter into and execute on behalf of the County any contracts with any bank or trust company for the safekeeping or their party custodianship of any of the County’s securities as well as any contracts or repurchase agreements with any corporation for the purchase of any such securities which will be the subject of such safekeeping or third party custodianship arrangements, on such terms and conditions as the County Treasurer shall require, and;

3. The County Treasurer is authorized to rely on the continuing effect of these Resolutions until amended or repealed by a subsequent resolution of this or a successor Board of Commissioners.
Proposal

Client Information
OSCEOLA CO H & HS BLDG
SUE VANDER POL
4325 220TH
REED CITY, MI 49677

Proposal Number 1794
Date 9/30/2019 Expires 10/30/2019
Salesperson CHARLES BROOKS SR.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>8 CHANNEL NVR WITH 2 TERABYTE</td>
</tr>
<tr>
<td>3</td>
<td>EXTERIOR IP IR CAMERAS</td>
</tr>
<tr>
<td>3</td>
<td>INTERIOR IP IR CAMERAS</td>
</tr>
<tr>
<td>1</td>
<td>CABLES, FASTNERS, BALONS, ETC.</td>
</tr>
<tr>
<td>14</td>
<td>LABOR CHARGE PER HOUR</td>
</tr>
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</table>

Sub Total $4,994.00
Sales Tax $0.00
Total This Proposal $4,994.00

The above price includes installation complete. There are no hidden fees.

The system comes with a one-year warranty on all parts and labor.

If you have any questions, please feel free to contact the main office at (231)745-7549.

TO ACCEPT PROPOSAL PLEASE SIGN AND DATE BELOW

Please print name here

Please sign name here

Date Approved

Proposal 1794
Dear Grantee:

Attached is the fiscal year 2020 indigent defense grant contract for your local funding unit. If you are receiving this letter, the Michigan Indigent Defense Commission (MIDC) has approved your plan and cost analysis for compliance with approved MIDC Standards.

**Fiscal Year 2020 Grant Contract**

Please read the grant contract carefully and share it with any person in your funding unit that may be responsible for implementation, compliance reporting, or financial reporting related to the grant. The grant contract contains important information and dates regarding distribution of grant funds, compliance, and requirements for reporting.

Once the grant contract is signed by the authorized signatory for the funding unit, please return the signed contract by email to LARA-MIDC-Info@michigan.gov. You should include your Regional Manager on this email. The contract will be signed by MIDC and LARA and then entered into SIGMA for payment. You will receive a fully executed copy of the contract by email.

Once the contract has been fully executed, the initial state grant disbursement will be processed for advance payment. The state grant disbursement will be reduced by any reported FY19 unexpended state grant funds.

This contract covers any spending occurring between **October 1, 2019 and September 30, 2020** that has been approved as part of the cost analysis. Please see Attachment B to the contract for the funding unit’s approved budget.

**Grant Reporting and Webinars**

The first quarterly compliance and financial reports will be due **January 31, 2020**. This report should reflect compliance and financial information for the period of October 1, 2019 through December 31, 2019. Please note that budget adjustment and substantial plan change requests should only be submitted with the quarterly reports. If you have questions about this, please contact your Regional Manager.

The MIDC staff will host informational webinars regarding first quarter reporting in January 2020. Additional information on the upcoming webinars will be available soon.

**Upcoming Commission Meetings**

The Commission’s final meeting of the year will be December 17, 2019 at 200 N. Washington Square in downtown Lansing. The agenda and meeting packet will be posted on the Commission’s website, www.michiganidc.gov, in advance of the meeting. We welcome you to attend the
meeting, which will begin at 11:00 a.m. The Commission will publish the schedule for 2020 meetings in December.

Please do not hesitate to contact me if you have any feedback, or your Regional Manager if you have questions about implementation under the grant contract. We encourage you to continue to check our website, www.michiganidc.gov/grants, where you can find information regarding the time and location of the Commission’s meetings, as well as other updated information.

Sincerely,

s/Loren Khogali

Loren Khogali, Executive Director
Michigan Indigent Defense Commission
Phone: (517) 275-2845/Email: khogalil@michigan.gov
GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
Osceola County

GRANTEE/ADDRESS:

Susan M. Vander Pol
County Coordinator
301 West Upton Ave
Reed City, MI 49677
231-832-6196 ext. 196

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
200 N. Washington Square
Lansing, MI 48933
517-657-3060
866-291-0874

GRANT PERIOD:

From October 1, 2019 to September 30, 2020

TOTAL AUTHORIZED BUDGET: $368,270.00

FY 20 State Grant Contribution: $236,770.27
FY 20 Local Share Contribution: $70,307.47
FY 19 Prior Year Unspent Funds: $61,192.26

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: 0048092
GRANT

This is Grant # 2020-36 between the Michigan Indigent Defense Commission (MIDC) (Grantor), and Osceola County (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services through the Standards approved by LARA on May 22, 2017, and the process described in the Michigan Indigent Defense Act. The funding for this grant is contingent upon an appropriation by the legislature that is signed by the Governor. In the event a budget is not enacted by the effective date of the grant, the grant agreement will not be executed.

1.1 Definitions

A. Budget means a detailed statement of estimated costs consistent with the Grantee’s approved Cost Analysis and required to implement the Compliance Plan.

B. Budget Category means the aggregate of all funds in each of the high-level categories within Attachment B to the funding unit’s grant budget.

C. Compliance Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.

D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee’s indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee’s local share as defined under the MIDC Act and as outlined in the Compliance Plan.

E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.


G. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
H. "Substantial Change" to a Compliance Plan is a change to the plan or cost analysis that alters the method of meeting the objectives of the standard(s) in the approved plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform and complete the services described in its approved Compliance Plan and in accordance with the Michigan Indigent Defense Act, MCL 780.991 et seq, specifically Standards 1 through 4. The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of the grant in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee’s Compliance Plan, as submitted and approved by the MIDC (Attachment A), addresses the prescribed methods the grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.

B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment C, without the prior written consent of the MIDC.

C. Attachment B is the Budget. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved, in accordance with section 1.3(E).

D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.

E. All requests for a budget adjustment or substantial changes to the Grantee’s Compliance Plan will be submitted quarterly with the Grantee’s quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.

1) Budget adjustments less than or equal to 5% of the Budget Category total, including adjustments between Budget Categories, do not require approval
by MIDC staff, but must be reported quarterly in the next financial status report.

2) A Budget adjustment involving greater than 5% of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee’s quarterly report.

3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is $297,962.53.

The Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year’s grant for projects that will be completed after September 30, 2019 will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year’s grant.

An initial advance of 50% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of 25% up to the total state grant amount in accordance with the following schedule:

- Initial Advance of 50% of the state grant – Within 15 days of receipt of executed agreement
- 25% disbursement – May 15, 2020
- 25% disbursement – August 14, 2020 (final payment).

The above schedule of disbursement of funds is contingent after receipt of quarterly reporting as addressed in this section and section 1.5 of this document. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

- Grant funds received to date;
- Expenditures for the reporting period by budget category;
- Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget.
categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;
- All invoices related to experts and investigators;
- All invoices related to construction;
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, the Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR as provided in Attachment D and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

- Initial FSR and compliance report for 10/1/19–12/31/19 - -- January 31, 2020
- 2nd FSR and compliance report for 1/1/20-3/31/20 – April 30, 2020
- 3rd FSR and compliance report for 4/1/20-6/30/20 – July 31, 2020
- Final FSR and compliance report for 7/1/20-9/30/20 – October 31, 2020

1.5 Monitoring and Reporting Program Performance

A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.

B. Quarterly Reports. The Grantee shall submit to the Grantor quarterly progress reports on compliance with the Standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee’s compliance with standards 1-4, identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. The grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested on the template, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC Research staff to seek additional options or ideas for the collection and retrieval of this information.
PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from the Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before the proposed delegation with reasonable detail of subgrantee and the nature and scope of the activities delegated. If any obligations under this grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted Indigent Defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15), as amended 12/23/18.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to the Grantee’s established purchasing policy and if not specifically listed in the Budget, Attachment B, must have prior written approval of the Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

2.6 Accounting

The Grantee must establish and maintain a restricted indigent defense fund in their local chart of accounts to record all transactions related to the indigent defense grant. The restricted fund will not lapse to the local general fund at the close of the Grantee’s fiscal year. The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which
will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The
Grantee's overall financial management system must ensure effective control over and
accountability for all indigent defense funds received. Accounting records must be supported by
source documentation of expenditures including, but not limited to, balance sheets, general
ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be
reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit the Grantee and the restricted indigent defense fund
account to verify compliance with this Grant. Grantee must retain, and provide to the State or its
designee upon request, all financial and accounting records related to the Grant through the term
of the Grant and for 7 years after the latter of termination, expiration, or final payment under this
Grant or any extension (“Audit Period”). If an audit, litigation, or other action involving the
records is initiated before the end of the Audit Period, Grantee must retain the records until all
issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or
designees have the right to enter and inspect Grantee's premises or any other places where Grant
activities are being performed, and examine, copy, and audit all records related to this Grant.
Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred,
the amount in error must be reflected as a credit or debit on subsequent disbursements until the
amount is paid or refunded. Any remaining balance must be reported by the Grantee to the
Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and
any subgrantee that performs Grant activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level
specified in OMB Uniform Guidance ($750,000 as of December 26, 2013) or more in total
federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal
Audit Clearinghouse (FAC) as required in 200.36.

2.8 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds
shall be conducted in a manner that provides maximum open and free competition, consistent
with Grantee’s purchasing policies. Sole source contracts should be negotiated to the extent that
such negotiation is possible. Attorney contracts, including managed assigned counsel contracts
for representation of indigent or partially indigent defendants, are exempt from a competitive bid
process, but must meet standard internal procurement policies, as applicable.
3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to this grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of said Act.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, for State approved Grant responsibilities. If parties cannot agree to the cost to be paid by the State, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. The Grantee’s duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in section 17 of Public Act 93 of 2013, as amended.
3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person’s ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the Commission determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.
4.1 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipient shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.
4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee’s insurance coverages, would adversely affect Grantee’s viability; (c) a civil Proceeding involving a governmental or public entity’s claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for the Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Grant Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Grant Agreement. This Grant may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee’s employees. Prior performance does not modify Grantee’s status as an independent Grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or
program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of its local share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

__________________________  ____________________________
LeAnn Droste  Date

Loren Khogali, Executive Director  
Michigan Indigent Defense Commission  
Department of Licensing and Regulatory Affairs  
State of Michigan

__________________________  ____________________________
Loren Khogali  Date

Susan M. Vander Pol, County Coordinator  
Osceola County

__________________________
Susan M. Vander Pol  Date

GRANT NO. 2020-36
MIDC FY20 COMPLIANCE PLAN AND COST ANALYSIS RENEWAL

Compliance Planning Costs

An indigent criminal defense system may submit to the MIDC an estimate of the cost of developing a plan and cost analysis for implementing the plan under MCL 780.993(2). Please attach documentation of planning time for FY20, if seeking reimbursement under this provision.

Are you submitting a worksheet for planning costs? □ Yes | ☒ No

If yes, do you have receipts showing that non-funding unit employees have been paid? □ Yes | □ No

Submitter Information

Funding Unit/System Name: Osceola County

Submitted By (include name, title, email address and phone number): Karen L. Moore, Managed Assigned Counsel Administrator, idconsultantsmoore@gmail.com (989) 424-0304

Local Share

Please Note: Per MCL 780.983(i), the Local Share for your indigent defense system for FY 2020 will be indexed by 3% or the recent Urban Consumer Price Index (CPI), whichever is less. CPI for the most recent period is 2.2%; FY2020 requests should include Local Share funding enhanced by this factor.

Any change or corrections to your baseline local share calculation from FY19?

□ Yes | ☒ No

Please submit all documents via email to info@michiganidc.gov no later than April 30, 2019
Attachments Submitted

✓ Have you attached your FY20 cost analysis? ☒ Yes  ☐ No
✓ Did you submit a list of the attorneys providing services? ☒ Yes  ☐ No
✓ If applicable, did you attach documentation supporting reimbursement for compliance planning? ☐ Yes  ☐ No
✓ Have you attached your revised local share certification (with CPI increase)?  ☑ Yes  ☐ No
✓ If you have developed any local policies for implementing the MIDC’s Standards, please attach to this application.

Standard 1

Training of Attorneys
Number of attorneys as of October 1, 2019: 8 currently.
Number of attorneys with less than 2 years of Michigan criminal defense experience as of October 1, 2019 None

Any changes in your training plan from FY19?  ☑ Yes  ☐ No
If yes, please describe: We have clarified and standardized training across systems. Please see attached.

Any changes in your funding needs from FY19 for this standard?  ☑ Yes  ☐ No
If yes, please describe: See attached.
Standard 2

Initial Attorney meetings

How and when are defense attorneys notified of new assignments?

Defense attorneys are notified of new assignments daily after arraignments are concluded. The arraignment attorney completes a log with client name, phone and email, case number, charges and if the client is lodged. This log is sent to the administrator daily and the administrator’s office emails assigned attorneys on the same day, usually within an hour of receiving the log. The defense attorney is provided this information.

How are you verifying that in-custody attorney visits occur within three business days?
The attorney must submit a log to the administrator (signed) stating date appointed and date of initial meeting (also stating if meeting was in person, phone, email or letter). The attorneys submit these weekly.

How are you verifying introductory communications from the attorney with defendants who are not in custody?
See above. We also can ask any attorney at any time to produce a client letter with this information.

How are you compensating attorneys for this standard? Please provide details:
The attorneys receive an additional $50 per case for meeting this standard.
Any change in the initial interview procedure from your FY19 plan? ☒ Yes | ☐ No

If yes, please explain: The plan called for a payment to the attorney, but did not specify the amount. This court is in a system with Mecosta, so we mirrored its policy. We requested a plan adjustment.

Any change from your FY19 funding needs for initial interviews? ☒ Yes | ☐ No

If yes, please explain: See above. The plan called for payment, but none was set forth.

Confidential Meeting Spaces

Are there confidential meeting spaces in the jail? ☒ Yes | ☐ No

Please explain or describe: Same as when original plan was submitted.

Are there confidential meeting spaces in the courthouse for in-custody and out-of-court clients? ☐ Yes | ☒ No

Please explain or describe: Same as when original plan was submitted. They are not ideal in the main courthouse, but we’re struggling to come up with viable options in such a historic building.

Any change from the FY19 plan for meeting spaces? ☐ Yes | ☒ No

Please explain or describe:
Any change in FY19 funding needs for meeting spaces? □ Yes | ☑ No
Please explain or describe:

If you had construction for meeting spaces in your FY19 plan, please provide an update on the construction project: See above.

Standard 3

Experts and Investigators

Do you have a written policy for requesting experts or investigators? ☑ Yes | □ No
If yes, please explain or attach: See attached.

Any change in the process from FY19? □ Yes | ☑ No
If yes, please explain:

Any change in your funding needs for Standard 3 from FY19? □ Yes | ☑ No
If yes, please explain:
Standard 4

Counsel at First Appearance and Other Critical Stages

How are you providing counsel at first appearance and other critical stages? Please provide details: We have a rotation of arraignment attorneys on a set schedule and identified backups. The District Court has set times for arraignments and the arraignment attorney meets with litigants and lodged litigants before arraignments. For Circuit Court, the court notifies the arraignment attorney when he/she is needed.

Are there any misdemeanor cases where your court accepts pleas without the defendant appearing before a magistrate or a judge? For example, pleas by mail, over the counter pleas, etc. □ Yes | □ No

How are you calculating compensation for this standard? Please provide details: The arraignment attorney is paid $75 per hour.

Will there be any change in this process from FY19? □ Yes | □ No
If yes, please explain: We’d like to rate to move to $85 per hour.
Any change in how you are paying attorneys for this standard from FY19? ☐ Yes | ☒ No
If yes, please explain:

Will there be any change in your funding needs for this standard from FY19?
☒ Yes | ☐ No
If yes, please explain: We’d like the attorney paid $85 per hour.

Personnel

Any personnel positions/hours eliminated or reduced from FY19? ☐ Yes | ☒ No
If yes, please explain:

Any additional positions/hours requested from FY19? ☒ Yes | ☐ No
If yes, please explain: Data collection is not easy or readily available for courts and county administration. If MIDC wants accurate and timely data from courts and administration, time and money will be needed. See attached.
COL increases.

Any change in fringe benefits from FY19? ☐ Yes | ☒ No
If yes, please explain:
Supplies & Other

Please list any supplies or equipment requested, and a brief explanation of need or use in FY20.
## Indigent Defense System Cost Analysis

Grant Year October 1, 2019 - September 2020

**Funding Unit Name: Osceola**

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Position</th>
<th>Calculation and rate</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>OT Court</td>
<td>Corrections Officer</td>
<td>Part time</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td></td>
<td></td>
<td>20,000.00</td>
</tr>
<tr>
<td>OT Court</td>
<td>DC - Data Collection</td>
<td>$19.23 * 5 hours/wk.</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td></td>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td>OT Administration</td>
<td>CC Data Collection</td>
<td>$19.23 * 5 hours/wk.</td>
<td>5,000.00</td>
<td>5,000.00</td>
<td></td>
<td></td>
<td>5,000.00</td>
</tr>
<tr>
<td>OT Administration</td>
<td>Admin, Data Reporting</td>
<td>$19.23 * 2 hours/wk.</td>
<td>2,000.00</td>
<td>2,000.00</td>
<td></td>
<td></td>
<td>2,000.00</td>
</tr>
</tbody>
</table>

**Category Summary**

|                | 32,000.00 | 32,000.00 | 0.00 | 0.00 | 32,000.00 |

Personnel Justification - List all positions to be funded by the grant budget (state grant/local share). Please highlight all positions that are new personnel requests for FY2020 and provide justification for need. The data needed/wanted is not seamless for the courts and administration to obtain. If this data is needed by MIDC, funds must be provided to pay staff overtime to collect.

JUSTIFICATION: The data needed/wanted is not seamless for the courts and administration to obtain. If this data is needed by MIDC, funds must be provided to pay staff the extra hours needed to collect weekly. We propose using a clerk in both District and Circuit Courts and the County Administrator’s assistant.

---

### Fringe Benefits

<table>
<thead>
<tr>
<th>Personnel</th>
<th>Percentage</th>
<th>Amount</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrections Officer</td>
<td></td>
<td>2,200.00</td>
<td>2,200.00</td>
<td></td>
<td></td>
<td>2,200.00</td>
</tr>
</tbody>
</table>
### Fringe Benefits Justification

### Contractual

<table>
<thead>
<tr>
<th>Contracts for Attorneys</th>
<th>Services Provided</th>
<th>Calculation and rate</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arraignment Attorney</td>
<td>Arraignments</td>
<td>15 hours/wk. $85/hr.</td>
<td>66,300.00</td>
<td>66,300.00</td>
<td>67,367.47</td>
<td>66,300.00</td>
<td></td>
</tr>
<tr>
<td>Attorney Fees</td>
<td>$84,500 average 6 month</td>
<td></td>
<td>169,000.00</td>
<td>101,632.53</td>
<td>67,367.47</td>
<td>169,000.00</td>
<td></td>
</tr>
<tr>
<td>Second Chair Attorney</td>
<td>Second Chair</td>
<td>300 hours * $90/hour</td>
<td>27,000.00</td>
<td>27,000.00</td>
<td>27,000.00</td>
<td>27,000.00</td>
<td></td>
</tr>
<tr>
<td>Managed Assign Counsel</td>
<td>Administration</td>
<td>$100/hr</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td></td>
</tr>
<tr>
<td>Initial Meeting</td>
<td>Attorneys</td>
<td>$50 per case</td>
<td>17,350.00</td>
<td>17,350.00</td>
<td>17,350.00</td>
<td>17,350.00</td>
<td></td>
</tr>
</tbody>
</table>

**Category Summary**

319,650.00

252,282.53

67,367.47

0.00

319,650.00

Contract Attorney Justification - list all possible rate scenarios for attorney contracts that apply (i.e. hourly, event based, annual contract paid monthly) and the type work whether generally indigent defense or specific like counsel at first appearance. Please * highlight rates or attorney line requests that are a change from your FY19 approved contract and contract rates.

### Contracts for Experts and Investigators

<table>
<thead>
<tr>
<th>Experts &amp; Investigators</th>
<th>Services Provided</th>
<th>Calculation and rate</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experts &amp; Investigators</td>
<td>Experts &amp; Investigators</td>
<td></td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td>10,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Category Summary**

10,000.00

10,000.00

0.00

0.00

10,000.00

Experts and Investigators Justification - Provide explanation and justification if there are changes to the requested amounts for experts and investigators from the FY19 approved contract along with an explanation if requesting to adjust the rates from your FY19's approved contract rates.

### Contracts for Construction Projects

<table>
<thead>
<tr>
<th>Projects</th>
<th>Services Provided</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
</table>

**Category Summary**

10,000.00

10,000.00

0.00

0.00

10,000.00
### Category Summary

Construction Project Justification - Provide as much detail as possible for the requested construction project identifying the need for the construction project, the component costs if possible, whether an estimate or if you were provided a documented quote. Attach a separate document if needed. Please attach the quote to the submission of the application.

<table>
<thead>
<tr>
<th>Contracts Other</th>
<th>Services Provided</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding</th>
<th>Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Category Summary

Contracts Other Justification - Provide justification for all other contract costs associated with the local indigent defense system with a * Highlight to new request for FY20.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding</th>
<th>Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

### Category Summary

Equipment Justification - Provide justification for new equipment requests for FY20

<table>
<thead>
<tr>
<th>Training/Travel</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding</th>
<th>Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Training</td>
<td>NAPD</td>
<td>4 * $20</td>
<td>80.00</td>
<td>80.00</td>
<td></td>
<td></td>
<td></td>
<td>80.00</td>
</tr>
<tr>
<td>Training</td>
<td>SADO</td>
<td>4 * $50</td>
<td>200.00</td>
<td>200.00</td>
<td></td>
<td></td>
<td></td>
<td>200.00</td>
</tr>
<tr>
<td>Training</td>
<td>CDAM</td>
<td>4 * $300</td>
<td>1,200.00</td>
<td>1,200.00</td>
<td></td>
<td></td>
<td></td>
<td>1,200.00</td>
</tr>
<tr>
<td>Travel &amp; Meals</td>
<td></td>
<td>300/night/atty - 2 nights</td>
<td>2,400.00</td>
<td>2,400.00</td>
<td></td>
<td></td>
<td></td>
<td>2,400.00</td>
</tr>
<tr>
<td>Meals reimbursed at county rate of $40 per day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


Mileage reimbursed at county policy rate, which is set at IRS rate at time of travel.
Lodging reimbursed per county policy as actual cost charged, though total of these three shall not exceed $300 per night.

<table>
<thead>
<tr>
<th>Category Summary</th>
<th>3,880.00</th>
<th>1,480.00</th>
<th>2,400.00</th>
<th>0.00</th>
<th>3,880.00</th>
</tr>
</thead>
</table>

Training and Travel Justification - Provide travel and training justification and *highlight new or changed requests for FY20.

<table>
<thead>
<tr>
<th>Supplies/Services</th>
<th>Vendor</th>
<th>Calculation</th>
<th>Total</th>
<th>State Grant</th>
<th>Local Share</th>
<th>Other Funding Sources</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridge for Polycom</td>
<td>$45 per month</td>
<td>$540.00</td>
<td>$540.00</td>
<td>$540.00</td>
<td>$0.00</td>
<td>$540.00</td>
<td>$540.00</td>
</tr>
</tbody>
</table>

Category Summary

| Supplies Justification - Provide justification for supplies requests and *highlight new or changed requests for FY20. |

| Budget Total | 368,270.00 | 297,962.53 | 70,307.47 | 0.00 | 368,270.00 |
## DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

**VEHICLE AND TRAVEL SERVICES (VTS)**

**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**

*Effective October 1, 2019*

### MICHIGAN SELECT CITIES *

<table>
<thead>
<tr>
<th></th>
<th>Individual</th>
<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>$85.00</td>
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### MICHIGAN IN-STATE ALL OTHER

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### OUT-OF-STATE SELECT CITIES *

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<td>Dinner</td>
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### OUT-OF-STATE ALL OTHER

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<th>Group Meeting pre-arranged and approved</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lodging**</td>
<td>Contact Conlin Travel</td>
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</tr>
<tr>
<td>Breakfast</td>
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<td>$13.25</td>
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<tr>
<td>Lunch</td>
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<td>Dinner</td>
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<tr>
<td>Dinner</td>
<td>$23.50</td>
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### Incidental Costs (per overnight stay) $5.00

### Mileage Rates

- **Premium Rate**: $0.580 per mile
- **Standard Rate**: $0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)*
### Michigan Select Cities / Counties

<table>
<thead>
<tr>
<th>Cities</th>
<th>Counties</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland,</td>
<td>Grand Traverse</td>
</tr>
<tr>
<td>Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City</td>
<td>Oakland</td>
</tr>
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<td></td>
<td>Wayne</td>
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### Out of State Select Cities / Counties

<table>
<thead>
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<th>State</th>
<th>City / County</th>
<th>State</th>
<th>City / County</th>
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<tbody>
<tr>
<td>Arizona</td>
<td>Phoenix, Scottsdale, Sedona</td>
<td>Maryland</td>
<td>Baltimore City, Ocean City (Counties of Montgomery &amp; Prince Georges)</td>
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<tr>
<td>California</td>
<td>Los Angeles (Counties Los Angeles, Orange, Mendocino &amp; Ventura) Edwards AFB,</td>
<td>Massachusetts-Boston</td>
<td>Suffolk County, Burlington Cambridge, Woodburn Martha’s Vineyard</td>
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<tr>
<td></td>
<td>Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato,</td>
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<tr>
<td></td>
<td>Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa</td>
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<tr>
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<td>Monica, South Lake Tahoe, Truckee, Yosemite National Park</td>
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<tr>
<td>Colorado</td>
<td>Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride,</td>
<td>Nevada</td>
<td>Las Vegas</td>
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<td></td>
<td>Vail</td>
<td>New Mexico</td>
<td>Santa Fe</td>
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<tr>
<td>Connecticut</td>
<td>Bridgeport, Danbury</td>
<td>New York</td>
<td>Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and</td>
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<tr>
<td>DC</td>
<td>Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington &amp;</td>
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<td>Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County),</td>
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<td></td>
<td>Fairfax in Virginia) (Counties of Montgomery &amp; Prince George’s in Maryland)</td>
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<td>Ronkonkoma, Tarrytown, White Plains</td>
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<td>Florida</td>
<td>Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West</td>
<td>Ohio</td>
<td>Cincinnati</td>
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<td>Georgia</td>
<td>Brunswick, Jekyll Island</td>
<td>Pennsylvania</td>
<td>(Bucks County) Pittsburgh</td>
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<td>Idaho</td>
<td>Ketchum, Sun Valley</td>
<td>Rhode Island</td>
<td>Bristol, Jamestown, Middletown, Newport (Newport County), Providence</td>
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<td>Illinois</td>
<td>Chicago (Cook &amp; Lake Counties)</td>
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<td>Austin, Dallas, Houston, LB Johnson Space Center</td>
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<td>Kentucky</td>
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<td>New Orleans</td>
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<td>Bar Harbor, Kennebunk, Kittery, Rockport, Sanford</td>
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<tr>
<td></td>
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<td>Wyoming</td>
<td>Jackson, Pinedale</td>
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</table>
### Department of Licensing and Regulatory Affairs
Michigan Indigent Defense Commission
FINANCIAL STATUS REPORT

1. Name and Address of Grantee

2. Funding Unit(s)

3. Grant Number

4. Grant/Contract Period
   From: ___________ To: ___________

5. Current Report Period
   From: ___________ To: ___________

6. Final Report
   YES  NO

7. Total Grant Amount
   State Grant
   Local Share

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<th>Contracts</th>
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<th>Contract</th>
<th>Attorneys</th>
<th>Experts</th>
<th>Investigators</th>
<th>Construction</th>
<th>Other</th>
<th>Equipment</th>
<th>Travel</th>
<th>Training</th>
<th>Supplies</th>
<th>Services</th>
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<tr>
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9. State Grant Advancements
   a. Received this reporting period | $0.00 |
   b. Received to date | $0.00 |

10. Remarks
11. Certification: I certify that to the best of my knowledge and belief this report is correct and complete and that all expenditures are for the purposes set forth in the approved compliance plan and consistent with the grant contract and attachments.

   Authorizing signature __________________________ date __________

   Position ______________________________________________________ Email/Phone contact ________________________________

12. MIDC Approval
   Grant Manager's Signature __________________________ Date __________

   State Office Admin. Signature __________________________ Date __________