COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, December 2, 2014
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, 9:30 a.m.

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

1. Meeting Called to Order by Chairperson.

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


4. Employee/Board Comments.

5. Consider Approval of the Minutes of November 18, 2014.

6. Consider Payment of Claims.

7. Old Business:
   B. Review Building Official Agreement with Donald LaBrenz II – Susan Vander Pol.
   C. Consider Other Budget Amendments, Cash Transfers and Budget Amendment Reports from Treasurer.
   D. Discuss E.M.S. Northwest Quadrant.
   E. Consider POLC Tentative Agreement – Susan Vander Pol.

8. New Business:
   A. Discuss Tustin C.O.A. Rental for Fireman’s Ball – Scott Schryer.
   B. Discuss Jail Inmate Commissary Services – Russ Wayne.
   C. Discuss CMHCM Interagency Agreement – Russ Wayne.
   D. Discuss E.M.D. Server – Jon-Thomas Burgess.

9. Other Business:

10. Employee/Board Comments.

11. Extended Public Comments (Six Minute Limit).


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

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

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
The Committee meeting was called to order at 9:35 a.m. by Chairman Emig.


Also present: Jeremy Beebe-EMS Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk and Commissioner Elect Jack Nehmer.

**Motion by Commissioner Elkins, supported by Commissioner Tiedt, to approve the agenda as amended. Motion carried.**

Brief Public Comment: None.

Employee/Board comment: None.

**Motion by Commissioner Halladay, supported by Commissioner Sikkema, to approve the minutes of November 4, 2014. Motion was unanimously supported.**

**Recommendation by Commissioner Tiedt, supported by Commissioner Sikkema, to approve payment of claims in the amount of $47,990.33. Recommendation was supported with Commissioner Stoner voting no.**

**County Website Update**
Dan Massy, Community Developer, along with Courtney Causey, Deputy County Clerk, shared information about the County's new website and answered questions from Board members.

**E.M.S. Northwest Quadrant & Update on Tustin Property Health Department Response**
Jeremy Beebe, E.M.S. Director, gave an update on the Health Department's response regarding the proposed Tustin E.M.S. building site. Jeremy recommended the County purchase one (1) full acre of property from the Village for the proposed base site. Discussion followed.

**E.M.S. Sigma/Baxter Purchase Order Agreement**
E.M.S. Director, Jeremy Beebe, explained his need to purchase another IV pump for the additional ambulance. The company, Sigma/Baxter, requires a new agreement for this purchase. A brief discussion was held.

**Recommended by Commissioner Sikkema, supported by Commissioner Stoner to approve the agreement, Sigma Spectrum Purchase Order Terms and Conditions, and authorize the Chairman to sign. Recommendation was unanimously supported.**

**Region 6 Transfer of Property Ownership LTV 1200 Ventilator**
Jeremy Beebe, E.M.S. Director, explained Region 6 has an LTV 1200 Ventilator they are allocating and have offered it to our E.M.S. program. He explained Region 6 will still own the equipment, but we will be responsible for annual service. Discussion was held.
Recommended by Commissioner Sikkema, supported by Commissioner Stoner to accept an LTV 1200 ventilator to use from Region 6 with the County responsible for annual maintenance. Recommendation was unanimously supported.

**Region 6 Transfer of Ownership/Trailer**
Jeremy Beebe, E.M.S. Director, advised the Board that Region 6 also has four (4) 18 foot trailers full of medical disaster equipment and they are looking for places to store these trailers. If we were willing to store a trailer, the equipment within the trailer, would be available for our use in return for storage. Discussion followed.

Recommended by Commissioner Tiedt, supported by Commissioner Sikkema to approve storing an 18 foot enclosed trailer with disaster equipment for Region 6. Recommendation was unanimously supported.

**Prosecutor's Victim Rights Grant**
Susan Vander Pol, County Coordinator, explained this grant to Board members and noted the Board has previously approved the application for the grant. The grant has now been awarded to the County and we must now accept the grant for the Victim Rights Program.

Recommended by Commissioner Wayne, supported by Commissioner Tiedt to approve the Prosecutor's Victim Rights Grant and authorize the Chairman to sign. Recommendation was unanimously supported.

**Property Exchange with Judge Grant**
Commissioner's discussed a letter sent by Judge Grant asking to exchange the office furniture she brought with her from private practice upon becoming a Judge for the laptop she currently works on daily. Discussion was held.

Recommended by Commissioner Sikkema, supported by Commissioner Tiedt to approve Judge Grant's request to exchange her laptop for leaving all of her office equipment. Recommendation was unanimously supported.

**M.S.U. New Commissioner Training**
Susan Vander Pol, County Coordinator, asked if it would be okay to use General Funds to pay for the registration fee for Commissioners Elect to attend the upcoming M.S.U. new Commissioner training? A brief discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Sikkema to approve the New Commissioner Training for the Commissioner Elects with payment to come from the Board's Conference and Travel line-items. Recommendation was unanimously supported.

**2015 Appropriations Act**
Susan Vander Pol, County Coordinator, explained the need to approve the appropriation of the 2015 budget for the upcoming new year. Discussion was held.

Recommended by Commissioner Sikkema, supported by Commissioner Tiedt to approve the 2015 Resolution/General Appropriations Act. Recommendation was unanimously supported.
County Comparables
Susan Vander Pol, County Coordinator, shared a list of Counties that have been suggested by Mr. Nottley for the County's Wage/Classification Study. A brief discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Sikkema, to concur with Mr. Nottley's recommendations to be used for the Wage/Classification Study. Recommendation was approved with Commissioner Wayne absent.

Proposed Rail Service for Osceola County
Commissioner Elkins shared information regarding a proposed feasibility study for rail service within Osceola County. Discussion was held.

Budget Amendments, Cash Transfer & Budget Amendment Report
Commissioner Tiedt reviewed the budget amendments and the cash transfer presented.

Recommended by Commissioner Tiedt, supported by Commissioner Elkins to approve the budget amendments, cash transfer and October Treasurer's Journal Register Report as presented. Recommendation was unanimously supported.

Extended Public Comment: None.

Moved by Commissioner Tiedt, supported by Commissioner Sikkema to go into Closed Session regarding Union Collective Bargaining. Motion carried with seven yes votes.

Moved by Commissioner Elkins, supported by Commissioner Halladay to go back into Open Session. Motion carried with seven yes votes.

Moved by Commissioner Tiedt, supported by Commissioner Wayne, to approve the minutes of the Closed Session as written during Closed Session. Motion carried with unanimous voice vote.

Employee/Board Comment: Commissioner Stoner had a question as to why a group of quilters are no longer allowed to use the Senior Center Building in Tustin. A brief discussion followed.

Moved by Commissioner Elkins, supported by Commissioner Sikkema to adjourn at 11:39 a.m. Motion carried.
Agreement Between
Osceola County
And
Donald LaBrenz II
For
Building Official and Inspection Services

THIS AGREEMENT, made and entered into this 1st day of January 2015, by and between Donald LaBrenz II, an individual (hereinafter referred to as the “Contractor”) and the County of Osceola, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, the County desires Building Official, Inspection and Building Code Enforcement services; and

WHEREAS, the Contractor shall provide a Registered and Certified Code Official with an established and active certification in the Building Inspections Trade in the State of Michigan; and

WHEREAS, the Contractor and the County have agreed to the terms and conditions of this agreement to provide building official and inspection services.

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

1. Services to be provided by the Contractor.
   The Contractor agrees to provide the following services to the County:
   
   A. Provide timely Building Official, Inspection and Enforcement Services of any and all new construction.
   
   B. As requested by the County, meet with the Construction Board of Appeals on any issue regarding an appeal of action taken on your part.
   
   C. Respond to calls and/or inquiries as soon as practicable or on scheduled work days.
   
   D. Perform Plan Reviews as necessary to be compensated as agreed to within this document.
   
   E. Prepare all reports required by the County and/or the State of Michigan in compliance with any State and/or Local Ordinance or Law.
   
   F. Furnish and maintain a toll free phone or cell phone with voice mail for inspection scheduling and questions from clients.
   
   G. Maintain regular office and inspection hours as mutually agreed upon.
   
   H. In addition to the described services, any further service required by the County including attendance at meetings necessary to enhance the implementation of the County’s Building Official and Inspection Code administration, as requested by the County, which are mutually agreed upon.
   
   I. Provide personal transportation and necessary insurance coverage for vehicles and workers compensation (or exemption) and provide certification of same to the County.

2. Compensation. Payment shall be in bi-monthly installments for services rendered. For permits issued after commencement of this agreement, compensate the Inspector 50% of the gross permit fee for each building permit and building associated services, such as plan reviews and additional inspections.

3. Qualifications of the Contractor. The Contractor agrees that at all times during the term of this Agreement the Building Official and Inspector shall maintain their professional status and shall satisfy applicable licensing requirements of the State of Michigan, which qualifies them to continue service to the County in the designated Registered Code Official or Inspector capacity. The Contractor further agrees to keep current in the disciplinary fields required to maintain their license, to remain in good standing with the State of Michigan in the capacity required to fulfill the terms of this Agreement. It is understood that the failure to comply with these requirements is a material breach of this Agreement and grounds for immediate termination of this Agreement by the County. It is
agreed by both parties that the Inspector is employed on a contract basis to perform services to the County and will at no time be considered an employee of the County.

4. County’s Title to Records, Documents, Papers, Etc. The County shall have the sole and exclusive right, title and interest to any and all records, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All permits, reports and related materials shall be stored on county property.

5. Avoidance of Conflicts of Interest. The Contractor agrees, during the term of this Agreement or any extended term in which this Agreement remains in effect, to avoid both actual and the appearance of conflicts of interest.

6. County Responsibilities. The County agrees to provide the Contractor with the following:

A. The reasonable cooperation of County personnel.

B. Access to existing records to perform duties as depicted in this document.

C. A list of Inspections to be performed the afternoon prior to the days agreed to perform the services.

D. Code Books and necessary inspection forms to complete the Inspections requested including field reports.

E. Approved prints and plans on all projects requiring plan review.

F. Provide reasonable and necessary supplies to perform inspections. All supplies provided by the County shall remain the exclusive property of the County.

G. Provide Errors & Omissions Insurance coverage for the Official/Inspector when that person is acting in an official capacity for Osceola County.

H. Provide Office space as available and file storage space for all inspection reports and notes.

I. Provide secretarial support as needed by the Official/Inspector.

7. Nondiscrimination. The Contractor and the County, as required by law, shall not discriminate against any 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 that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

8. Compliance with the Law, Applicable Law and Venue. The Contractor, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

9. Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, save and hold harmless the County, and its elected and appointed officials/officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence which may arise out of this Agreement.

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

10. Waivers. No failure or delay on the part of either of the parties to this Agreement 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.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a
waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

12. Agreement Term. The Contractor shall commence performance of the services required under this Agreement on January 1, 2015, and the Agreement shall continue through December 31, 2016, unless terminated as provided in paragraph 3 or 13; or is otherwise amended by the written authorization of the parties.

13. Termination of Agreement. Either party shall have the right, upon ninety (90) calendar days prior written notice to the other party, to terminate this Agreement. In the event this Agreement is terminated, compensation shall cease at the end of the calendar month during which the termination is effective.

14. Return of County Records and Equipment upon Agreement Termination. Upon termination or completion of this Agreement, the Contractor shall turn over to the County all records, property, and equipment of the County within fifteen (15) days of such termination or completion.

15. Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only, and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

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

17. Invalid Provisions. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

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

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

WITNESSED BY: ____________________________

By ____________________________

Date ____________________________

WITNESSED BY: ____________________________

“COUNTY” (COUNTY OF OSCEOLA)

By ____________________________

Date ____________________________
# County of Osceola

## BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

<table>
<thead>
<tr>
<th>FUND</th>
<th>General ( )</th>
<th>245 Capital ( )</th>
<th>Special Revenue ( )</th>
<th>Debt Service ( )</th>
<th>Other COA ( )</th>
</tr>
</thead>
</table>

### REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
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### EXPENSES:

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<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
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<tbody>
<tr>
<td>Temp. Employ</td>
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<td>$(8,500 )</td>
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<tr>
<td>FICA</td>
<td>282.135.719.00</td>
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<td>$(500 )</td>
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<tr>
<td>Raw Food</td>
<td>282.135.801.007</td>
<td>$(9,000 )</td>
<td>$(_____ )</td>
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<td>$(9,000 )</td>
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COA

Department Head Signature  

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

Sent to Treasurer  
Coordin. on 11-21-14  
by ☑
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

<table>
<thead>
<tr>
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<th>INCREASE</th>
<th>DECREASE</th>
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</thead>
<tbody>
<tr>
<td>Temporary Employ</td>
<td>282.135.702.004</td>
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<td>$( 3,000)</td>
</tr>
<tr>
<td>FICA</td>
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<tr>
<td>Temporary Employ</td>
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<tr>
<td>FICA</td>
<td>262.145.719.000</td>
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<td>$(______)</td>
</tr>
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</table>

TOTAL $( 3,300) $( 3,300)

COA
Department

[Signature]
Department Head Signature

11-21-14 Date

Board of Commissioners/Representative

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

Sent to Trees:

[Signature]
Coord. on 11-21-14

[Stamp]
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

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<th>INCREASE</th>
</tr>
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<tbody>
<tr>
<td>Trans In</td>
<td>298,000,695,000</td>
<td>$(<em><strong>,</strong></em>)</td>
<td>$(1,500)</td>
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<td>Oppe FB</td>
<td>210,000,699,000</td>
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<td>Opp FB</td>
<td>298,000,699,000</td>
<td>$(1,500)</td>
<td>$(<em><strong>,</strong></em>)</td>
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<tbody>
<tr>
<td>Trans Out</td>
<td>210,000,999,000</td>
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<td>$(<em><strong>,</strong></em>)</td>
</tr>
<tr>
<td>Capital/Lease</td>
<td>210,000,980,016</td>
<td>$(<em><strong>,</strong></em>)</td>
<td>$(1,500)</td>
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<td>$(3,000)</td>
<td>$(3,000)</td>
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</tbody>
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Ems/OTRF
Department

Board of Commissioners/Representative

L. Audena
Department Head Signature

11-2-574 Date

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

EXPLANATION: Div. prnt on Ems Bldg Loan (Maric)

in 2014 150,000 x 1%
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

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

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED</th>
<th>TRANSFER</th>
<th>REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>210</td>
<td>$</td>
<td>$22,928</td>
</tr>
<tr>
<td>TO:</td>
<td>298</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

COMMENTS: 
(FIN 21428) (INT 1500)

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

( ) Appropriation Act
( ) Budget Resolution
(✓) Transfer Resolution

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

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

Date: 11-25 2014

Chairman

Finance Chairperson
Commissary Contract

Current Provider is Canteen Commissary at 25% Commission

New 5 Year Contract

<table>
<thead>
<tr>
<th>Canteen Commissary</th>
<th>Keefe Commissary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan Base</td>
<td>Ohio Base</td>
</tr>
<tr>
<td>Commission Rate 30%</td>
<td>35%</td>
</tr>
<tr>
<td>Shipping by Canteen Truck</td>
<td>Freight</td>
</tr>
<tr>
<td>Account program: FSG</td>
<td>KeepTrak commissary account</td>
</tr>
<tr>
<td>FSG is our JMS and is already interfaced with Canteen Commissary</td>
<td>All new inmate account system, will not interfaces with FSG JMS</td>
</tr>
</tbody>
</table>

I would like to stay with Canteen Commissary, commission is not everything, they ship the commissary in their trucks vs. freight, they did use freight at one time, but the boxes came in smashed. Canteen interfaces with our JMS system so you will only have one accounting system.

Commissary commission can only be used for inmate use, currently it is used for the purchase of TV replacement, monthly cable bill, inmate clothing, inmate bedding including the mattresses, the free personal care kits that are given to each inmate, (tooth paste, tooth brush, comb, soap, shampoo, deodorant), indigent stamped envelope every other week.

Other uses have been All the air conditioners for the cell block, kitchen items such as meat slicer, walk-in freezer, big refrigerators, steamer, and convection oven.

Commissary sales for 2013 was $54,009.65 commissions was $13,502.41
THIS AGREEMENT, dated as of ________________ between  
Canteen Services, Inc. a Michigan Corporation ("Canteen"), and  
The Osceola County Sheriff’s Office ("Client").

A: FINANCIAL ARRANGEMENTS - Canteen will operate its Commissary Delivery Services for Client on the basis of twelve (12) (calendar month) accounting periods which comprise its fiscal year. Prices for Products sold through Canteen's Commissary Service shall be determined by mutual consent between Canteen and Client, provided, however, that in the event of material cost changes, whether taxes, labor, merchandise or otherwise, it is understood that Canteen shall have the right unilaterally to adjust said prices to reflect said increases. Canteen will provide a printer and unlimited access to the software program, via the internet, to run the commissary Inmate Accounting Program.

B: COMMISSION - Canteen will pay 30% commission on net sales of all products, except starter kits, indigent packets, stamps, stamped envelopes and magazines. Commissions are based on the existing federal, state, and local tax structure, including but not limited to, sales taxes and any other tax or levy by any level of government which affects the Commissary Delivery Services. In the event of an increase in said taxes or levies, or a change in said tax structure which increases Canteen's liability, increases will be passed on to inmates of Client as increased per item costs.

C: ADDITIONAL SERVICES – If requested Canteen will provide phone and web ordering services to Friends and Family for the benefit of placing and paying for orders to be sent to the inmates of Client’s facility.

D: Term Notices

<table>
<thead>
<tr>
<th>If to</th>
<th>If to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Osceola County Sheriff’s Office</td>
<td>Canteen Services, Inc.</td>
</tr>
<tr>
<td>Attention: Captain Russ Wayne</td>
<td>Attention: Jeff Tiggleman, President</td>
</tr>
<tr>
<td>325 W. Upton St.</td>
<td>905 N. Church St.</td>
</tr>
<tr>
<td>Reed City, MI 49677</td>
<td>Tekonsha, MI 49092</td>
</tr>
</tbody>
</table>

E: Premises

Osceola County Jail  
325 W. Upton St.  
Reed City, MI 49677

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written.

Operator: Canteen Services, Inc.  
By:  
Name: Jeff Tiggleman  
Title: President  
Date: 

Client:  
By:  
Name:  
Title:  
Date:  

SECTION 1
CLIENT'S GRANT TO CANTEEN
Client grants to Canteen, as an independent contractor, the exclusive right to deliver packaged commissary items, except for on-site items as specified by Client, to the stated correctional facility location shown on the face of this contract (such location hereinafter referred to as the "Premises"), not the exclusive right to deliver to such Premises food products, non-alcoholic beverages, and other such articles ("Products") as shall be approved by the Client.

SECTION 2
CANTEEN'S RESPONSIBILITIES
A. Pursuant to the provisions of the Agreement, Canteen will deliver commissary items to the premises on a mutually agreed upon basis.

B. Canteen shall hire all employees necessary for the performance of this Agreement. All persons employed by Canteen will be the employees of Canteen, and not the Client, and will be covered by a fidelity bond. Canteen agrees that no employees of the Client will be hired by Canteen without permission of the Client for a period of one (1) year after termination of their employment with Client. Canteen, in performing work required by this Agreement, shall not discriminate against any employee on the basis of race, creed, color, national origin or age, in violation of federal, state or local law.

C. Canteen agrees that no supervisory employees of Client will be hired by Canteen without specific written permission of Client for the period of this Agreement and one (1) year thereafter. Client agrees that, without specific written permission of Canteen, supervisory employees of Canteen will neither be hired by Client for the period of this Agreement and one (1) year thereafter, nor will Client permit supervisory employees of Canteen to be employed in the Client's food service operation for a period of one (1) year subsequent to the termination of this Agreement (unless such employees were formerly employees of Client).

D. All records shall be kept on file by Canteen for a period of three (3) years from the date the record is made, and Canteen shall, upon reasonable notice, give the Client or its authorized representative the privilege, at a reasonable time, of inspecting, examining and auditing, during normal business hours, such of Canteen's business records which are directly relevant to the financial arrangements set forth in Item A. The cost of such inspection, examination and audit shall be the sole expense of the client, and such inspection, examination and audit shall be conducted at the Canteen location where said records are normally maintained, unless otherwise mutually agreed.

E. Canteen agrees that Canteen's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which Client imposes upon Client's employees and agents.

SECTION 3
CLIENT'S RESPONSIBILITIES
A. Client shall maintain its facilities where the Commissary Delivery is performed in a safe operating condition such that no Canteen employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the specific duty clauses thereof, or any similar federal, state or local law or regulation to the extent it is within the Client's control.

B. Client shall make payment to Canteen Services, Inc. monthly unless alternate timetable is mutually agreed to.

SECTION 4
INDEMNIFICATION: INSURANCE
A. Canteen shall indemnify Client against any loss, damage, injury or death caused by Canteen's negligent acts or omissions or the negligent acts or omissions of Canteen's agents or employees, or losses, damages, injuries or death caused by Canteen's negligence and arising out of the consumption or use of the Products sold, provided, however, that nothing contained herein shall require Canteen to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of client, its agents or employees.

B. Canteen's obligation to hold the Client harmless pursuant to this Agreement shall depend upon the Client promptly notifying Canteen, in writing, of any such claims or losses against either Canteen or Client, but in no event later than thirty (30) days after the date Client first received notice of such claim or lawsuit, and forwarding to Canteen the summons, complaint and all other documents which relate to said claim or lawsuit no later than thirty (30) days after the Client was served with such documents. Failure of Client to notify Canteen of such claims or lawsuit within said thirty (30) day period shall release Canteen of any and all responsibilities and liabilities under this Agreement to indemnify and hold Client harmless.

C. Canteen shall procure and maintain the following insurance:

1) Worker's Compensation Insurance as prescribed by the laws of the State of Michigan;

2) Automobile and Comprehensive General Liability Insurance, including products and contractual liability, of $1,000,000.00 for any occurrence in which bodily injury or property damage are alleged.

SECTION 5
COMMENCEMENT AND TERMINATION
This Agreement shall become effective as is stated on the face of this contract and shall remain in force for a period of five (5) years with an automatic five (5) year renewal unless sooner terminated as herein provided.

SECTION 6
EXCUSED PERFORMANCE
In case of performance of any terms or provisions hereto (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of war, public disturbances, fires, floods, Acts of God, or any other reason whatsoever which is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such case continues.

SECTION 7
ASSIGNMENT
Neither Canteen nor Client may assign or transfer this Agreement, or any part thereof, without the written consent of the other party.

SECTION 8
ENTIRE AGREEMENT: WAIVER
This Agreement constitutes the entire Agreement between the parties with respect to the provision of Delivery Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Canteen and Client.

SECTION 9
MICHIGAN STATE LAW
This Agreement shall be governed by, construed and enforced by the laws of the State of Michigan.
KCN Services Plan

Operational Plan:
KCN will pull all orders out of our Strongsville, OH warehouse, delivering once per week. Osceola County staff will be responsible for delivering orders to the inmates.

Contract Term:
The term of the contract is for a 5 year base term with unlimited renewal options reflective of the base term.

Commission Rate:
KCN is offering a commission rate of 35% to Osceola County for the life of the agreement including each renewal period after the base 5 year term.

KCN Responsibility:
KCN will provide commissary services, snack kits and an inmate package program. KCN will also provide additional technical support for the proposed technology.

Order Entry:
Inmates will place orders through KCN’s centralized phone order entry method.
Commission Calculation

Commissions will be based on the weekly adjusted gross commissary sales. Adjusted gross sales are gross sales less adjustments/credits, postage sales or other non-commission sales:

Monthly Sales
Less Adjustments/Credits
Less Postage/Non-Commission Sales
= Adjusted Gross Sales (Commissionable Sales)

Adjusted Gross Sales (Commissionable Sales)
Multiplied by Percent of Commissions Offered
= Proceeds to the Facility

*Adjustments are Credits from shortages/damages and released Inmates input into the KCN System

*Postage Sales or stamped envelopes are non-commissionable sales

Sample Calculation:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gross Sales for the Week</td>
<td>$580.00</td>
</tr>
<tr>
<td>Less Adjustments/Credits</td>
<td>$5.00</td>
</tr>
<tr>
<td>Less Non Commission Sales</td>
<td>$7.00</td>
</tr>
<tr>
<td>= Commissionable Sales</td>
<td>$568.00</td>
</tr>
<tr>
<td>Commission Percent to the Facility</td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>$198.80</td>
</tr>
</tbody>
</table>
INTERAGENCY AGREEMENT

This document represents the Agreement among Osceola County (County), the Osceola County Sheriff’s Department (Sheriff’s Department), Osceola County Prosecutor’s Office (Prosecutor’s Office), Osceola County Court (Court) and Community Mental Health for Central Michigan (CMHCM) (collectively referred to as “Parties”).

1. **Purpose:**

   It is the intent of the parties to this Agreement to collaborate in order to provide mental health treatment and assistance, if permitted by law and considered appropriate, to people with serious mental illness who meet program eligibility guidelines.

2. **RECITALS**

   A. Act No. 28 of the Public Acts of Michigan of 2014 (Act 28) requires each county, no later than October 1, 2014, to have a written interagency agreement for a collaborative program to provide mental health treatment and assistance, if permitted by law and considered appropriate, to people with serious mental illness who are considered at risk for one or more of the following: entering the criminal justice system; not receiving needed mental health services during incarceration in a county jail; not receiving needed mental health treatment services upon release or discharge from a county jail; and being committed to the jurisdiction of the Department of Corrections.

   B. Act 28 requires Parties to the written interagency agreement to include, at a minimum, all of the following parties: the County Sheriff’s Department; the County Prosecutor’s office; the community mental health services program (CMHSP) that provides services in that county; the County Board of Commissioners; a District Court Judge; and a Circuit Court Judge who serve in the county.

   C. The interagency agreement shall, at a minimum, cover all of the following areas: guidelines for program eligibility; interparty communication and coordination; day-to-day program administration; involvement of service consumers, family members, and other stakeholders; how the program shall work with local courts and county jails, and address potential participants before and after screening and assessment procedures; case management guidelines; criteria for completing the collaborative program to provide mental health treatment and assistance; available mental health treatment services; first response procedures for potential cases; and the manner in which administrators will report the program’s actions and outcomes to the public.

   D. The Act does not require the County to provide funds for the collaborative program. However, the County is required to expend funds for the program to the extent that funds have been appropriated annually by the Legislature for the program.
E. Act No. 29 of the Public Acts of Michigan of 2014 amended the Mental Health Code to prohibit the Department of Community Health (DCH) from preventing the use of General Fund/General Purpose dollars to provide mental health services to county jail inmates if the community mental health services program (CMHSP) has entered into an interagency agreement with a county to provide those services.

3. Guidelines for program eligibility
   (a) Individuals determined to have a serious mental illness.
   (b) An individual is at risk when entering the criminal justice system.
   (c) An individual needing mental health treatment services during a period of incarceration in the Osceola County Jail.
   (d) An individual needing mental health treatment services upon release or discharge from incarceration in the Osceola County Jail.
   (e) Treatment services provided within the community are determined based on medical necessity and Medicaid or other treatment funding sources.

4. Interparty communication and coordination
   (a) The Osceola County Sheriff’s Department and CMHCM or designee shall jointly consult on all seriously mentally ill or intellectually/developmentally disabled individuals who enter the Osceola County Jail.
   (b) The jail diversion staff (CMHCM) will facilitate all communication with both the Osceola County Court for jail diversion and any other communication needed to facilitate needed information regarding seriously mentally ill or intellectually/developmentally disabled individuals.

5. Day to day program administration
   (a) The Osceola County Sheriff’s office administers and facilitates the mental health post booking diversion and mental health treatment provided within the Osceola County Jail.
   (b) Pre booking diversion is administered by CMHCM in collaboration with the local law enforcement agencies.

6. Involvement of service consumers, family members, and other stakeholders
   (a) CMHCM when developing and procuring services will involve consumers, family members and other stakeholders in the selection of service providers and development of services.
   (b) On a yearly basis, CMHCM will provide the opportunity for public comment regarding all services, including services within the Osceola County Jail.

7. How the program shall work with local courts
   (a) CMHCM will collaborate with local courts by providing information about the needs of the seriously mentally ill or intellectually/developmentally disabled individual in order for the local
courts to best meet the needs of that individual in a way that protects the community and serves the client. The primary point-of-contact between the jail, mental health and local courts is the jail diversion staff.

(b) The jail diversion staff facilitates communication and collaboration between the mentally ill or intellectually/developmentally disabled individual, case management service, and other parts of the individual’s support system and the local court so that the individual can safely transition back into the community with a specific plan of action in place.

(c) Mental Health staff will complete evaluations for the Court which contain discharge plans. Coordination may encompass collaboration with CMHCM, family members, case management agencies, and psychiatric hospitals.

8. **How the program will address potential participants before and after criminal charges have been filed** (see Exhibit A)

   (a) Discharge planning commences immediately once an individual who enters the jail is identified as having mental health concerns.

   (b) The individual is evaluated by mental health staff to gather information to assess for safety and to best meet that individual’s needs during the time they remain in jail.

   (c) Collaboration and communication among departments within the jail is essential and shall occur between jail administration, mental health staff and the medical department to enhance the safety and security of the individuals while in jail and involved with CMHCM.

9. **Resource sharing between the parties to the agreement**

   (a) CMHCM and Osceola County Jail will coordinate services based on eligibility and need.

   (b) Jail diversion trainings will be offered by CMHCM annually to law enforcement.

10. **Referral, Screening and Assessment Procedures**

   (a) Law enforcement will refer individuals for evaluation by mental health staff when mental health issues are identified.

   (b) Mental Health staff engages the individual to gather information that is critical to the safety, security and mental health well-being of that individual while in jail. Discharge planning is a key component to the screening and assessment process.

   (c) If a client is involved in pre booking jail diversion, CMHCM will provide screening and assessment services and coordinate with community treatment providers if the diversion is successful.

   (d) CMHCM will assess clients within the jail if called upon to determine if a client has a serious mental illness or intellectual/developmental disability and if eligible will authorize community treatment services for the client upon their release.
11. Guidelines for case management
   (a) The Guidelines for mental health case management are outlined in the
       CMHCM definitions of terms (see Exhibit A).

12. How the program will work with the county jail.
   (a) In accordance with CMCHM admission and eligibility criteria.

13. Criteria for completing the program
   (a) The individual is no longer in the criminal justice system or no longer at
       risk of entering the criminal justice system.
   (b) The individual is no longer in need of mental health treatment services.
   (c) The individual is released from incarceration in the Osceola County Jail
       and is not in need of mental health treatment services upon release.
   (d) The individual is committed to the jurisdiction of the Department of
       Corrections.
   (e) The individual moves out of Osceola County.

14. Mental health treatment services that are available through the program
   The following mental health treatment services are available through the program;
   associated in sub-section
   (a) Jail Diversion
   (b) Discharge Planning for individuals with mental illness and/or
       intellectual/developmental disability (see Exhibit A) and other high risk
       inmates.
   (c) Crisis Mobilization Intervention Team (CMIT), (see Exhibit A).

15. Procedures for first response to potential cases, including response to crisis
   (a) Crisis responses are triaged and addressed first.
   (b) Collaboration among departments in the jail occurs soon after.

16. How the program administrators will report the program’s actions and outcomes to
    the public
   (a) CMHCM will provide an annual report, to the public via the County
       Commissioners, on the services provided.

17. Counterpart Execution

This agreement may be executed in any number of counterparts, each of which will be
deemed to be an original, and all counterparts, when taken together, will constitute one
and the same agreement. The parties agree that signatures on this agreement may be
delivered by facsimile or electronically in lieu of an original signature and agree to treat
facsimile or electronic signatures as original signatures that bind them to this agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the
date first written above by the authority of CMHCM, the Osceola County Sheriff, the
Osceola County Prosecutor, Osceola County Courts, and the Osceola County Board of Commissioners, respectively.

County of Osceola

By: ________________________________
Larry Emig
Chair of the Board of County Commissioners

Date: _____________________________, 2014

Attest:

______________________________
Karen Bluhm
County Clerk

Osceola County Sheriff’s Department

By: ________________________________
Jim Crawford, Sheriff

Osceola County Prosecutor’s Office

By: ________________________________
Tyler Thompson, Prosecutor

Osceola County Court

By: ________________________________
Hon. Scott Hill-Kennedy, Chief Judge

By: ________________________________
Hon. Susan Grant, Judge

By: ________________________________
Hon. Marco Menezes, Judge

Community Mental Health for Central Michigan

By: ________________________________
Linda Kaufmann, Executive Director

Although the parties to this agreement may affix their signatures hereto at a later date, this agreement is retroactive to October 1, 2014.
Exhibit A

Community Mental Health for Central Michigan (CMHCM) serves the counties of Clare, Isabella, Gladwin, Mecosta, Midland and Osceola counties.

CMHCM provides 24/7 crisis response including screening for psychiatric hospitalization inpatient care for both voluntary and involuntary admission requests.

The county of residence of the individual must be determined prior to CMHCM staff providing service, as the county in which the individuals resides has to provide permission for services.

CMHCM's Crisis Mobilization Intervention Team (CMIT) is the main provider of crisis services. Other CMHCM service providers, such as Assertive Community Treatment (ACT) teams and Case Managers, may provide crisis services to their consumer.

CMIT provides assistance to family and community members who wish to initiate involuntary psychiatric hospitalization.

CMIT provides crisis services in the community at the following locations; the CMH office, local hospital Emergency Departments, the county jail or other law enforcement agencies. CMIT networks regularly with law enforcement, and works in consultation or as a team for crisis resolution, for consumers who have been identified as being an individual with a mental illness or an intellectual/developmental disability and those with a co-occurring substance use disorder.

If an officer of the law determines an individual is exhibiting serious mental health symptoms, has a significant intellectual/developmental disability, is at risk of harm to themselves or others, and appears to be under the influence of drugs or is intoxicated, they will transport the individual to the hospital emergency department if they determine that person is at risk. Hospital staff will contact CMHCM, CMIT to do a pre-admission hospitalization screen if the individual has Medicaid or is indigent. If the individual does not appear to need medical intervention or clearance by a medical professional for possible psychiatric hospitalization, they can be taken to a law enforcement agency and contact CMIT for an assessment and recommendations.

When a pre admission for psychiatric hospitalization is requested, CMIT will complete an assessment and make a determination within three hours. If the determination from the screening for hospitalization results in recommendation for hospitalization, the CMIT team will work to procure an available bed in an appropriate psychiatric unit. The Emergency Department Physician, Physician Assistant or Nurse Practitioner is responsible to assess the individual and make a determination as to whether or not they can be medically cleared. Individuals must always be medically cleared before they will be accepted in a psychiatric unit. It should be noted that for intoxicated individuals a pre
screen for hospitalization will be completed when the person is lucid enough to carry on a conversation, however, some psychiatric units will not accept the individual until they are medically cleared and have a blood alcohol level under .10%.

CMHCM provides authorization for payment for all Medicaid and indigent psychiatric admissions. Daily contact with the psychiatric unit staff is completed to determine continued stay days for payment.

CMIT is the main provider of pre booking jail diversion. They communicate and network with law enforcement when an individual is suspected to be experiencing a mental health crisis. As requested or needed CMIT will meet law enforcement in the Emergency Department or law enforcement agency and complete or assist law enforcement in an assessment if pre booking diversion is warranted.

CMIT responds to requests from jail administrators and/or corrections officers to go to the jail and assist in an assessment for post booking diversion. This may result in recommendations for psychiatric hospitalization, CMHCM psychiatric services or related CMH services. Jail staff would be responsible to transport the inmate to CMHCM for appointments.

When an incarcerated inmate requires psychiatric hospitalization and the court determines they will need to return to jail following the hospitalization the CMIT staff will communicate with jail administrators on progress and expected date for discharge. CMIT will communicate daily with the hospital and regularly with jail staff.