COUNTY OF OSCEOLA  
BOARD OF COMMISSIONERS  
COMMITTEE OF THE WHOLE  
AGENDA  
Tuesday, February 17, 2015  
301 West Upton Ave., Reed City, Michigan  
2nd Floor, Board of Commissioners Room, 9:30 a.m.

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

1. Meeting Called to Order by Chairperson.
2. Additions or Deletions to the Agenda – Approval of the Agenda.
4. Employee/Board Comments.
5. Consider Approval of the Minutes of February 3, 2015.
6. Consider Payment of Claims.
7. Old Business:
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   C. Discuss E.M.S. Northwest Quadrant.
8. New Business:
   A. Consider Jail Agreement with Wexford County – Russ Wayne.
   C. Discuss E.M.D. Section 19 Funds Distribution – Mark Watkins.
   D. Consider C.O.A. Marion Eagles Community Space Agreement – Scott Schryer.
   E. Consider Sheriff’s Department 800 MHz Radios – Justin Halladay.
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 9:33 a.m. by Chairman Emig.


Also present: Susan Vander Pol-County Coordinator, Karen Bluhm- County Clerk, and other members of the public.

Motion by Commissioner Tiedt, support by Commissioner Halladay, to approve the agenda as presented. Motion carried.

Brief public comment: None.

Employee/Board comment: None.

Motion by Commissioner Elkins, support by Commissioner Nehmer, to approve the minutes of January 20, 2015 as presented. Motion was unanimously supported.

Recommended by Commissioner Tiedt, supported by Commissioner Nehmer, to approve the current claims of the County in the amount of $43,215.31. Recommendation was unanimously supported.

Conservation District Update
Charmaine Lucas from the Osceola-Lake Conservation District shared statistics from the 2014 Household Hazardous Waste collection. She reported that in the three county area 23,000 pounds of waste were collected. She asked Commissioners for help in recruiting more participation in this year's event set for October 10, 2015. Tasha Lapinski, MAEAP Technician, shared information regarding the MAEAP program and what her role is in assisting farmers in the program. Discussion was held.

White Pine Trail Project Status
Josh Pellow and Annamarie Bauer from the DNR presented information about the White Pine Trail project. They explained the scope of the entire project which includes the unpaved portion from Reed City to LeRoy. They spoke about the funding which is entirely comprised from grant sources. They shared a handout with Commissioners as well as provided a map of the entire 40.8 mile project. Josh highlighted benefits of the trail. They explained they will be completing the project using crushed limestone in the areas not currently paved. Although they have some of the funding they are reaching out to the local communities to gather the remainder of the funding. They requested the Board consider giving $15,000 to the project. Discussion was held.

Financing of Sheriff's Department Renovation Project
Susan Vander Pol, County Coordinator, explained how she along with Undersheriff Justin Halladay and County Treasurer, Lori Leudeman, have reached the recommendation for funding the jail renovation project. A brief discussion followed.
Recommended by Commissioner Nehmer, supported by Commissioner Tiedt, for the Sheriff's Department Renovation project to be paid with $50,000 from the 295 Fund, up to an additional $50,000 to come from the 245 Fund in 2015 and a loan established for the remainder for the project from the 298 Fund with repayment at $50,000 per year from the 295 Fund at 1% interest until the balance is paid back. Recommendation was unanimously supported.

**Updated Policies & Procedures**
Susan Vander Pol, County Coordinator, spoke about several policies recommended for updates by the committee at this time. The committee will continue to review all policies and bring them to the Board as they progress. The Department Head Definition Policy adds a few more departments which have developed or changed over the years. The Longevity Policy puts in place a deadline to submit an employee's request for their longevity pay. Discussion was held.

Recommended by Commissioner Tiedt, supported by Commissioner Wayne, to approve the updated Department Head and Longevity Pay policies. Recommendation was unanimously supported.

The Pay Procedures Policy changes all payroll to paperless. Karen Bluhm, County Clerk, reported the majority of payroll is being done electronically for employees. She explained many employers are switching to paperless and shared some of the advantages. Discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Tiedt, to adopt the Pay Procedures policy with an implementation date of the first pay period in April 2015. Recommendation was unanimously supported.

Susan spoke about the updated Smoking & Tobacco Use Policy pointing out a few changes and the reasoning behind the changes. Discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Tiedt, to approve the updated Smoking Policy effective March 1, 2015. Recommendation was unanimously supported.

**Budget Amendment and County Treasurer's Journal Register Report**
Commissioner Tiedt reviewed the one budget amendment presented.

Recommended by Commissioner Tiedt, supported by Commissioner Gregory, to approve the 2015 budget amendments and the December 2014 County Treasurer's Journal Register as submitted. Recommendation was unanimously supported.

**E.M.S. Northwest Quadrant**
Chairman Emig reported he along with Susan Vander Pol, County Coordinator, Jeremy Beebe, E.M.S. Director and Bob Van Putten from Landmark met with Tustin Village and Burdell Township officials to review the E.M.S. base proposal.
Letter of Support for Railway Feasibility Study
Commissioner Elkins asked the Board to consider sending a letter of support for a grant to conduct a feasibility study of rail service to the Evart area. He explained why the Evart Local Development Finance Authority is exploring this option. Discussion was held.

Recommended by Commissioner Elkins, supported by Commissioner Tiedt, to send a letter of support for the Local Development Finance Authority for the City of Evart's application for a Rural Business Enterprise Grant through the United States Department of Agriculture. Recommendation was supported with Commissioner Wayne voting no.

Employee/Board Comments: None.

Extended Public Comments: Floyd and Denise Justus-20432 Mackinaw Trail-Tustin, MI addressed the Board.

Moved by Commissioner Elkins, supported by Commissioner Nehmer to adjourn at 11:03 a.m. Motion carried.

Karen J. Bluhm, County Clerk  Larry Emig, Chairman
Good Morning Susan,

The Police Officers Association of Michigan would like to request that the employer (Osceola County) move the holiday pay out from the current December date that payment is made, to either earlier in December, or to November.

Secondly, the union would like to request that the COAM (union positions) be included in the current wage and classification study that is being performed for the non-union, and elected officials in Osceola County.

I do not believe a contract reopener is a necessity, and think a Letter of Understanding between the parties would be all that is needed to satisfy the union. We also recognize that a vote by the Board of Commissioners would need to occur.

Your consideration is appreciated, let me know if you require anything else from me.

Dan Kuhn
POAM
www.poam.net
989 798 7401 cell
989 577 0067 sat tx
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

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<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
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EXPENSES:

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Department 249 Bldg #17

Department Head Signature

Board of Commissioners/Representative

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

Date 2.6.15

EXPLANATION: Contracted Services for Building Code Official instead of Employee
AGREEMENT
BETWEEN
WEXFORD COUNTY / WEXFORD COUNTY SHERIFF
AND
OSCEOLA COUNTY / OSCEOLA COUNTY SHERIFF
FOR
HOUSING WEXFORD COUNTY PRISONERS
IN OSCEOLA COUNTY JAIL
FOR PERIOD COVERING
JULY 1, 2015 TO JUNE 30, 2016
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AGREEMENT

TO

HOUSE WEXFORD COUNTY PRISONERS

IN

OSCEOLA COUNTY JAIL

THIS AGREEMENT, made and entered into this 1 day of July, 2015, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Wexford"), acting on behalf of the SHERIFF OF WEXFORD COUNTY, who has offices at the Wexford County Jail, 820 S. Carmel Street, Cadillac, Michigan 49601 (hereinafter referred to as "Wexford Sheriff"), and the COUNTY OF OSCEOLA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Osceola"), acting on behalf of the SHERIFF OF OSCEOLA COUNTY, Who has offices at the Osceola County Jail, 325 W. Upton, Reed City, Michigan 49677 (hereinafter referred to as the "Osceola Sheriff").

WITNESSETH:

WHEREAS, Wexford and the Wexford Sheriff wish to alleviate over crowded conditions in the Wexford Jail by transferring and housing Wexford prisoners in the Osceola Jail; and

WHEREAS, Osceola and the Osceola Sheriff agree that Wexford Sheriff may transfer and house prisoners in the Osceola County Jail, subject to the terms and conditions in the Agreement.

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

1. AGREEMENT TERM AND TERMINATION. This agreement shall commence on the 1st day of July 2015, and shall continue through the 30th day of June, 2016, at the end of which time this Agreement shall terminate.
Notwithstanding any other provision in this Agreement to the contrary, either Wexford or Osceola can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

2. **BED SPACE TO BE PROVIDED AND COMPENSATION.** In consideration of Wexford reserving ten (10) Osceola Jail Beds and incarcerating Wexford prisoners under the terms of this Agreement, Wexford agrees to pay Osceola at a rate of THIRTY AND NO/100 DOLLARS ($30.00), per bed. The above per day, per bed amount shall be paid to Osceola without regard as to whether or not the actual number of Wexford inmates is less than ten (10).

In addition, Wexford may utilize all or part of the remaining available Osceola County Jail bed space on an on-call basis only. Wexford agrees to pay Osceola at a rate of THIRTY AND NO/100 DOLLARS ($30.00) per bed per day for each bed utilized over the ten (10) reserved jail beds.

3. **PAYMENT SCHEDULE.** Wexford shall pay Osceola for contract lodgings monthly within thirty (30) days of a billing statement indicating the dates and number of Wexford prisoners housed. Each bill shall be for the total of the following sums:

A. **NINE THOUSAND ONE-HUNDRED TWENTY-FIVE AND NO/100 DOLLARS ($9,125.00)** for the ten (10) reserved beds.

B. **TWENTY EIGHT AND NO/100 DOLLARS ($28.00)** per bed per day if the monthly average inmate count is between 11 and 20 inmates over the 10 (10) beds reserved.

C. **TWENTY SIX AND NO/100 DOLLARS ($26.00)** per bed per day if the monthly average inmate county is between 21 and 30 inmates over the ten (10) beds reserved.
4. **REMEDIES IF JAIL BECOMES UNINHABITABLE.** In the event the Osceola Jail becomes uninhabitable, due to riot, natural disaster, fire overcrowding, or other factors beyond the control of Osceola, requiring Wexford prisoners to be removed from the Osceola Jail, payments shall abate while the Jail is uninhabitable and Wexford may exercise either of the following options:

A. Permitting Osceola, at Osceola’s sole expense, to repair the Osceola Jail to a habitable state and upon completion of such repairs to resume the care and control of Wexford prisoners under the terms and conditions of this Agreement.

B. Terminating this Agreement in its sole discretion effective on delivery of written notice to Osceola.

5. **TRANSPORTATION OF PRISONERS.** Wexford Sheriff shall deliver the Wexford prisoners to be housed at the Osceola County Jail and shall turn the prisoners over the custody of the individuals designated by the Osceola Sheriff. The Wexford Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner’s return to Wexford if said prisoner upon release cannot obtain transportation.

6. **PRISONER TRANSFER ORDERS.** Wexford Sheriff shall furnish the Osceola Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Osceola Jail on behalf of Wexford.

7. **PRISONER MEDICAL FILES.** Wexford Sheriff shall transmit the medical file and medical clearance file shall be maintained by the Osceola Jail’s medical staff, and shall accompany the prisoner on any transfer. The Osceola Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of the records and agrees not to release information about Wexford prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.
8. **PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS.**
Osceola reserves the right to refuse any Wexford prisoner determined by Osceola Jail's medical personnel to be unacceptable for incarceration in Osceola Jail due to acute medical or surgical problems or serious mental health problems.

9. **MEDICAL COSTS.**

A. The boarding rate per bed day, includes all routine prisoner incarceration costs including intake physicals and assessment done by the Osceola Jail Medical Staff.

B. Any additional medical needs deemed necessary by the Osceola Jail Medical Staff will be paid by Wexford. This is to include, but not be limited to, prescriptions, hospitalizations, tests, laboratory, dental and optical services.

C. Prior to any off-site non-emergency medical treatment for Wexford’s prisoners, treatments must first be approved by Wexford.

10. **TYPES OF QUALIFIED INMATES.** Osceola will house only Wexford prisoners which fall between Medium and Very Low using the Northpointe Institute Classification System. Any prisoner with a higher classification and females will be accepted for housing at Osceola Jail on an on-call basis only. Osceola will not lodge any juvenile inmates.

11. **INMATE PROPERTY.** Osceola County agrees to store all property of Wexford County prisoners who are lodged in the Osceola Jail.
12. **DEATH OF WEXFORD PRISONERS.** If a Wexford prisoner dies while in the custody of the Osceola Sheriff, the Osceola Sheriff shall notify the Wexford Sheriff. Wexford shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Osceola prior to the Wexford Sheriff's receiving the prisoner's body, if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Wexford prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Osceola shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the cost of the autopsy.

13. **CHOICE OF LAW.** This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

14. **COMPLIANCE WITH THE LAW.** The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, those regulating the transporting, housing and care of prisoners.

15. **NONDISCRIMINATION.** The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

The parties to this Agreement, as required by law, shall not discriminate against and employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters 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.

16. **LIABILITY INSURANCE.** Both Wexford and Osceola shall procure, pay the premiums on, keep and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.
17. **COLLECTIVE BARGAINING.** It is expressly understood and agreed by Wexford and Osceola that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

18. **WAIVERS.** No failure or delay on the part of any of the parties of this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, not 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.

19. **AMENDMENTS.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Osceola, and the Wexford Sheriff and the Osceola Sheriff, signed by their authorized representatives.

20. **ASSIGNMENT OR SUBCONTRACTING.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Osceola, and the Wexford Sheriff and the Osceola Sheriff, signed by their authorized representatives.

21. **TITLES SECTIONS.** 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.

22. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between parties. No other agreements, including prior 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.

23. **SEVERABILITY OF PROVISIONS.** If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate
jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Wexford, Osceola, Wexford Sheriff or Osceola Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Wexford shall reimburse Osceola for all services provided under this Agreement up to the effective date of termination.

24. **CERTIFICATION OF AUTHORITY.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties that they represent and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF,** the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date first above written.

**WITNESSED BY:**

---

**COUNTY OF WEXFORD:**

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**COUNTY OF OSCEOLA**
National Association of County and City Health Officials
Agreement
National Association of County and City Health Officials
1100 17th Street, NW, 7th Floor, Washington, DC 20036-4636
(202)783-5550 FAX (202)783-1583

CONTRACT # MRC 15 - 2058

This Agreement is entered into, effective as of the date of the later signature indicated below (the
'Effective Date'), by and between the National Association of County and City Health Officials
('NACCHO'), with its principal place of business at 1100 17th St., N.W., 7th Floor, Washington, DC
20036, and Osceola County Emergency Management ('Organization'), with its principal place of
business at 4325 220th Ave, Reed City, Michigan 49677

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services (Grant
# 5 MRC0G101005-04-00, CFDA # 93.008) (the 'Grant') to build the capacity of local Medical Reserve
Corps ('MRC') units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide
support to MRC units and to encourage these units to provide certain information to the Office of the
Assistance Secretary for Preparedness and Response's Division of the Civilian Volunteer Medical
Reserve Corps ('ASPR/DCVMRC');

WHEREAS, Organization either houses or is itself an MRC unit that is registered in good standing with
the ASPR/DCVMRC;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in
exchange for Organization agreeing, among other things, to undertake the activities indicated in their
capacity building application or oversee such activities and to provide certain information to the
ASPR/DCVMRC.

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the
promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. ORGANIZATION'S OBLIGATIONS: In consideration for the payment described in Section 3,
below, Organization agrees, during the Term of this Agreement, to be an MRC Unit in Good
Standing by meeting the following criteria below. If Organization houses an MRC Unit,
Organization will ensure that the unit is an MRC Unit in Good Standing by meeting the following
criteria below.
1. Have 501c(3) or comparable status or be housed in an organization capable of and willing to receive federal funds on its behalf;

2. Monitors and provide updates to the MRC Unit's profile on the MRC web site no less often than once every three months;

3. Provides the ASPR/DCVMRC with regular updates of programs and plans;

4. Actively works towards National Incident Management System ("NIMS") compliance;

5. Agrees to participate in MRC Unit Technical Assistance assessments;

6. Utilizes capacity building award funds for approved purposes, and as indicated in their capacity building award application;

7. Maintains Registered status with the ASPR/DCVMRC; and

8. Agrees to complete program/event/activity evaluations provided by NACCHO

2. TERM OF AGREEMENT: The term of the Agreement shall be begin on January 7, 2015 and shall continue until July 31, 2015 (the "Term").

3. PAYMENT FOR SERVICES: In consideration for the agreements by Organization set forth in Section 1, above, NACCHO shall pay Organization Three thousand Five Hundred Dollars ($3500.00). Payment will be made before the expiration of the Term of the Agreement.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.

5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.

6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.

7. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs
incurred by each of the parties. The dispute board shall timely review the facts, Agreement
terms and applicable law and rules, and make its determination. If such efforts fail to resolve the
differences, the disputes will be submitted to arbitration in the District of Columbia before a
single arbitrator in accordance with the then-current rules of the American Arbitration
Association. The arbitration award shall be final and binding upon the parties and judgment may
be entered in any court of competent jurisdiction.

8. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and
understandings of the parties and supersedes and replaces any and all previous
understandings, commitments, or agreements, oral or written.

9. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void,
illegal, unenforceable, or in conflict with any law, that part, term or provision shall be restated to
effectuate the parties’ intentions, and the validity of the remaining portions or provisions shall
not be affected.

10. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with
the laws of the District of Columbia (without regard to its conflict of law rules).

11. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization’s use of funds
under this Agreement is subject to the directives of and full compliance with 45 C.F.R. Part 74
(Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher
Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and OMB
Circular A-110 (Uniform Administrative Requirements for Grants and Agreements With
Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations). It is the
Organization’s responsibility to understand and comply with all requirements set forth therein.

12. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to OMB Circular A-110,
Organization certifies to the best of its knowledge that its is not presently and will execute no
subcontract with parties listed on the General Services Administration’s List of Parties Excluded
from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and
12689, "Debarment and Suspension."

13. AUDITING: Organization agrees to permit independent auditors to have access to its books,
records and financial statements for the purpose of monitoring compliance with this contract.

14. NOTICE: All notices under this Agreement shall be in writing and shall be sent via facsimile
and first class mail, postage prepaid, to the addresses below. Either party may update its
address by providing written notice to the other party pursuant to the terms of this provision.

FOR NACCHO:

National Association of County and City Health Officials
Attn: Naccho MRC Team
1100 17th Street, N.W., 7th Floor
Washington, D.C. 20036
Tel. (202) 873-5550
Fax (202) 783-1583  
Email: mrc@naccho.org

**FOR CONTRACTOR:**

**TO ORGANIZATION:**

Osceola County Emergency Management  
Larry Emig  
Chairperson  
4325 220th Ave  
Reed City, Michigan 49677  
Tel. 2318326172

15. **AUTHORITY TO BIND PARTY:** Each party hereby represents and warrants that the person signing this Agreement on its behalf as the authority to bind such party.

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<th><strong>NACCH</strong>O:</th>
<th><strong>ORGANIZATION:</strong></th>
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<td>Authorized Signature:</td>
<td>Authorized Signature:</td>
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<td>By:</td>
<td>By:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Name:</strong></th>
<th>Dawn P. Richardson, JD, MA</th>
<th><strong>Name:</strong></th>
<th>Larry Emig</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organization:</strong></td>
<td>National Association of County and City Health Officials</td>
<td><strong>Organization:</strong></td>
<td>Osceola County Emergency Management</td>
</tr>
<tr>
<td><strong>Address:</strong></td>
<td>1100 17th Street, NW Washington, DC 20036</td>
<td><strong>Address:</strong></td>
<td>4325 220th Ave Reed City, Michigan 49677</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td>202-507-4264</td>
<td><strong>Phone:</strong></td>
<td>2318326172</td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td>202-783-1583</td>
<td><strong>Fax:</strong></td>
<td>2318327351</td>
</tr>
<tr>
<td><strong>EIN:</strong></td>
<td>52-1426663</td>
<td><strong>EIN:</strong></td>
<td>386004880</td>
</tr>
</tbody>
</table>

Date: | Date:
CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

By my signature I attest that **Osceola County Emergency Management** has not been debarred or suspended pursuant to OMB Circular A-110 and will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689 'Debarment and Suspension.'

<table>
<thead>
<tr>
<th>Signature of Authorized Certifying Official</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Organization</th>
<th>Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

5
## Section 19 Reimbursement Summary

### Osceola County Sheriff’s Office

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime - Salinas</td>
<td>$1,242.36</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td>Overtime - Hunt</td>
<td>$494.91</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,737.27</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Emergency Medical Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime - Turner</td>
<td>$186.84</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td>Overtime - Momany</td>
<td>$124.56</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$311.40</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Building Department

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Inspections Fees &amp; Mileage</td>
<td>$3,482.21</td>
<td>Invoices &amp; Inspection Logs</td>
</tr>
<tr>
<td>Electrical Inspections Fees &amp; Mileage</td>
<td>$1,890.96</td>
<td>Invoices</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$5,373.17</strong></td>
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</tr>
</tbody>
</table>

### Emergency Management Department

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime - Weber</td>
<td>$1,915.66</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td>Overtime - Herrera</td>
<td>$1,424.48</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td>Wages - Weber</td>
<td>$2,507.20</td>
<td>Employee Earnings History Report</td>
</tr>
<tr>
<td>Fuel</td>
<td>$101.38</td>
<td>Invoices</td>
</tr>
<tr>
<td>Volunteer Costs</td>
<td>$93.36</td>
<td>Invoices</td>
</tr>
<tr>
<td>Supplies – Rescue Materials</td>
<td>$141.44</td>
<td>Invoices</td>
</tr>
<tr>
<td>Supplies - Office</td>
<td>$137.26</td>
<td>Invoices</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$6,320.78</strong></td>
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</table>
## County Road Commission

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime - Fast</td>
<td>$284.14</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Tod</td>
<td>$95.64</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Daily</td>
<td>$193.73</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Wansted</td>
<td>$51.67</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Sholton</td>
<td>$51.67</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Soper</td>
<td>$180.81</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Borst</td>
<td>$116.24</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Kanouse</td>
<td>$51.64</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Hasselink</td>
<td>$161.15</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Knoop</td>
<td>$64.58</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Pattee</td>
<td>$77.49</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Curtis</td>
<td>$38.75</td>
<td>Timecards</td>
</tr>
<tr>
<td>Overtime - Kissinginger</td>
<td>$25.83</td>
<td>Timecards</td>
</tr>
<tr>
<td>Fuel</td>
<td>$9,990.38</td>
<td></td>
</tr>
<tr>
<td>Supplies - Sand, gravel, stone</td>
<td>$8,316.52</td>
<td>Invoice, Materials Use Detail</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
<th>Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal</td>
<td>$19,700.24</td>
<td></td>
</tr>
<tr>
<td>70th Ave over Crocker Creek structure</td>
<td>$303,433.00</td>
<td>Opinions of Cost from Engineer</td>
</tr>
<tr>
<td>Total</td>
<td>$323,133.24</td>
<td></td>
</tr>
</tbody>
</table>
COMMUNITY SPACE AGREEMENT

MARION EAGLES 4087

AND

OSCEOLA COUNTY FOR

OSCEOLA COUNTY COMMISSION ON AGING

MEALS ON WHEELS PROGRAM

This agreement is made by and between the Marion Eagles 4087 and Osceola County for its Meals on Wheels Program administered by Osceola County Commission on Aging, which are located in the County of Osceola, State of Michigan.

Whereas, the Marion Eagles 4087 and Osceola County desire to enter into a contract as designated in the following terms and conditions:

The Osceola County Commission on Aging shall have the use of the Marion Eagle Building on Monday, Tuesday and Thursday between 10:00 a.m. and 2:00 p.m. weekly. Whenever a program or activity is planned outside of these times by the Osceola County Commission on Aging or meal site coordinator, the Marion Eagles 4087 or their designee must give prior approval.

The programs to be conducted by the county are enumerated as follows: Congregate Senior Dining and Senior Education Programs and Activities. Any additional services performed by the Osceola County Commission on Aging must first receive the approval of the Marion Eagles 4087 before implementation.

The Marion Eagles 4087 contracts with the County of Osceola for the Commission on Aging Meals on Wheels Program the following spaces: Kitchen, Dining Room/Hall, and Restroom facilities in the Marion Eagles Building. In addition, the Marion Eagles 4087 agree to provide Osceola County with a copy of their Insurance Policy yearly.

Osceola County for the Commission on Aging Meals on Wheels Program agrees to be responsible for the following items:

1. Daily cleaning of all space used by Commission on Aging Meals on Wheels.
2. Obtaining a Health Department License yearly.
3. Insurance coverage for items belonging to Osceola County is to be guaranteed under a County Blanket Insurance and provided to the Marion Eagles 4087 yearly.
4. Inform the Marion Eagles 4087 of needed repairs/maintenance required or damage done to the property.
5. Osceola County is responsible for providing its own telephone service and all costs incurred for maintenance of the telephone service.
6. Osceola County thru the Commission on Aging agrees to pay the sum of one hundred fifty dollars, $150.00, per month rent.

7. Osceola County shall reimburse the Marion Eagles 4087 for any costs incurred due to remodeling that is requested by the County and/or repairs or damages to the Community Building's physical structure caused by the County.

It is hereby agreed between the parties that this agreement shall be for a term of one (1) year, with an automatic annual renewal. This contract may be terminated upon thirty (30) days written notice by either party. The Meals on Wheels program also agrees to close or relocate when the building has or will have prior engagements. The Marion Eagles 4087 agree to give 30 days' notice to the meals program if at all possible of all engagements. It is hereby further agreed that Osceola County shall fully and wholly hold harmless and indemnify the Marion Eagles 4087 for any and all liability out of events the Commission on Aging sponsors or conducts.

Dated this____ day of_____________, 2015

____________________________________
Osceola County Board of Commissioners / Date
Chairman

____________________________________
Marion Eagle 4087 Trustee / Date

____________________________________
Marion Eagle 4087 Trustee / Date

______________________________
Marion Eagle 4087 Trustee / Date

______________________________
Marion Eagle 4087 Trustee / Date