COUNTY OF OSCEOLA  
BOARD OF COMMISSIONERS  
COMMITTEE OF THE WHOLE  
AGENDA  
Tuesday, April 5, 2016  
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 March 15, 2016.  

6. Consider Payment of Claims.  

7. Old Business:  
   A. Update on Building, Technology & Economic Development / Public Safety / Health & Human Services Committee Meeting – Mark Gregory.  
   B. Consider Budget Amendments from Treasurer.  

8. New Business:  
   A. Discuss Sheriff Housing Wexford County Prisoners – Russ Wayne.  
   B. Discuss District Court Purchase of Fax/Copier – Jon-Thomas Burgess.  
   C. Discuss C.O.A. Items – Scott Schryer:  
      1. Senior Project FRESH 2016.  
   D. Discuss Veterans’ Services MDVA VetraSpec System – Susan Vander Pol.  
   E. Discuss Shredding Quotes – Susan Vander Pol.  

9. Other Business:  

10. Employee/Board Comments.  

11. Extended Public Comments (Six Minute Limit).  


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

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

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.
OSCEOLA COUNTY
COMMITTEE OF THE WHOLE
MINUTES
MARCH 15, 2016

The Committee meeting was called to order at 9:30 a.m. by Chairman Emig.


Also present: Jon-Thomas Burgess- Technology Coordinator, Justin Halladay-Undersheriff, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk, and other members of the public.

Jon-Thomas Burgess, Technology Coordinator, requested to add discussion on a copier purchase for the Jail.

Motion by Commissioner Wayne, seconded by Commissioner Elkins, to approve the agenda as amended. Motion carried.

Brief public comment: None.

Employee/Board comment: Commissioner Elkins spoke about visiting with Commissioner Tiedt after his recent health concern.

Motion by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the minutes from March 3, 2016 as presented. Motion carried.

Recommended by Commissioner Elkins, seconded by Commissioner Gregory, to approve the current claims of the County in the amount of $35,740.78. Recommendation was unanimously supported.

C.O.A. Marion Architecture/Engineering Quotes
C.O.A. Director, Scott Schryer, spoke to the Board about bids received for the architecture/engineering services at the building in Marion. He shared information regarding the quotes and recommended the Board select the bid from Landmark Design Group P.C. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the Architecture/Engineering quote from Landmark Design Group P.C. to perform services for the Commission on Aging Marion facility renovation in the amount of $15,000 to be paid from the Commission on Aging funds. Recommendation was unanimously supported.

C.O.A. Tustin Location Paving Proposal
Scott Schryer, C.O.A. Director, discussed the parking lot project at the Commission on Aging and Pine River School's Tustin site. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Wayne, to tentatively approve the Proposal Specification and Bid Proposal for the Commission on Aging and Pine River School Parking Lot Project pending approval by the Pine River School Board. Recommendation was unanimously supported.
C.O.A. Sale of 1994 Ford Handicap Van
C.O.A. Director, Scott Schryer, explained the 1994 Ford Handicap Van is no longer needed, so they would like to dispose of the vehicle.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to put the 1994 Ford Handicap Van out for bid with a minimum bid of $300. Recommendation was unanimously supported.

C.O.A. Reed City Senior Center
C.O.A. Director, Scott Schryer, spoke to the Board regarding a possible merger with the Reed City Senior Center. The Reed City Senior Center would like to sell their building to the County for $1.00, and if the County should decide to no longer use the facility for Commission on Aging activities then they would like to purchase it back for $1.00. Discussion was held. Commissioners asked Scott to have the Health Department and Building Inspector look at the facility and bring back further information.

Sheriff's Department/Copier Lease
Jon-Thomas Burgess, Technology Coordinator, explained the proposed bid for the lease of a new copier at the Sheriff's Department. Discussion was held.

Recommended by Commissioner Elkins, seconded by Commissioner Wayne, to approve the multifunction business machine for the Sheriff's Department from Ricoh with a 60-month lease at $118.79 per month plus copy/use fees and authorize the Chairman to sign. Recommendation was unanimously supported.

Building Department BS&A Software
Don LeBrenz II, Building Inspector, and Susan Vander Pol, County Coordinator, spoke about the Point & Pay online payment program with BS&A Software. They spoke about a proposal provided by BS&A and asked for the Board's approval in an effort allowing people to pay for their electronic applications and a faster route to obtain their building permits. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Wayne, to approve the agreement with BS&A for building inspections services and authorize the Chairman to sign. Recommendation was unanimously supported.

Veterans' Department Staffing
Susan Vander Pol, County Coordinator, spoke to the Board about an additional person to assist Veterans' when our new Veterans' Director is unavailable. Discussion was held.

Sheriff Sale of 2006 Dodge Durango
Justin Halladay, Undersheriff, spoke about selling a 2006 Dodge Durango to the Road Commission. Discussion was held.

Recommended by Commissioner Wayne, supported by Commissioner Nehmer, to approve selling the 2006 Dodge Durango for $1,000 to the Osceola County Road Commission and authorize the County Clerk to sign off on the title. Recommendation was unanimously supported.

Budget Amendments, Cash Transfer & Journal Register Report
Commissioner Elkins reviewed the budget amendments and cash transfer presented.

Committee Minutes
March 15, 2016

Recommended by Commissioner Elkins, supported by Commissioner Gregory, to approve the budget amendments, cash transfer and February Journal Register Report from the County Treasurer as presented. Recommendation was unanimously supported.

Liaison reports given.

Employee/Board Comment: Susan Vander Pol, County Coordinator, spoke about the use of the County's logo.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to adjourn at 10:50 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
COUNTY OF OSCOE LA
BOARD OF COMMISSIONERS
BUILDING, TECHNOLOGY & ECONOMIC DEVELOPMENT/PUBLIC SAFETY/
HEALTH & HUMAN SERVICES COMMITTEE
MINUTES
Monday, March 21, 2016

Meeting Called to Order by Chairperson Gregory at 2:02 p.m.

Members Present: Commissioners Mark Gregory, Roger Elkins and Jill Halladay.

Additions or Deletions to the Agenda - None.

Motion by Commissioner Elkins, seconded by Commissioner Halladay to approve the agenda. Motion was unanimously supported.

Public Comments - None.
Employee Comments – Dan Clise, District Court Magistrate, commented their department would like to be considered for additional space. Tyler Thompson, Prosecuting Attorney, commented they would like a different space but don’t need additional space. Susan Vander Pol, County Coordinator, referenced security issues for the Judge’s office. Bob Cervantes, F.O.C. Custody Parenting Time Specialist, asked for a door to be installed near their back offices. Shari Spoelman, MSUE District Coordinator, has approached the Board on several occasions and would like additional space for new staff and training purposes.

Motion by Commissioner Elkins, seconded by Commissioner Halladay to approve the minutes of November 17, 2015. Motion was unanimously supported.

Old Business: None.
New Business:

Discuss Building Security.
The members and others present discussed several items regarding building security at the Courthouse and Annex locations including entrances, exits, and the impact on their departments.

Discuss Future Use of Library Space at Annex Building.
The departments represented commented on their current space and office needs for the future. The usage of existing space within the County buildings was reviewed to determine if other usage of some offices may be more appropriate. Susan Vander Pol, County Coordinator, and Brad Halladay, Maintenance Supervisor, will meet with Donald LaBrenz II, Building Official and Inspector, to discuss questions that were raised at the meeting.

Recommended by Commissioner Elkins, supported by Commissioner Halladay to improve safety for all staff and public utilizing the Annex facility, eliminate the general employee use of the East back ramp door, and allow for only emergency or public safety access. Recommendation was unanimously supported.

Board Comments – None.
Extended Public Comments (Six Minute Limit) - None.

Motion by Commissioner Halladay, seconded by Commissioner Elkins to adjourn the meeting.

The meeting adjourned at 3:25 p.m.

Respectfully submitted,

Jody Waurzyniak
Executive Assistant
# 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 ________ ( )

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**TOTAL** $(2085) $(2085)

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**Building**  
Department  

**Susan M. Vander Pol**  
Department Head Signature  

March 21, 20xx  
Date

**EXPLANATION:** BTA On-line Implementation and Maintenance
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 () Debt Service () Other ()

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TOTAL: $(______ 446.58) $(______ 446.58)

Department Signature
Department Head Signature
03-28-2012 Date

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. Budget Amendment No.
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, 2016 TO JUNE 30, 2017
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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, 2016, by and between the COUNTY OF WEXFORD, a municipal corporation and political subdivision of the State of Michigan (hereafter 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 2016, and shall continue through the 30th day of June, 2017, 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 count 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.

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<tr>
<th>WITNESSED BY:</th>
<th>COUNTY OF OSCEOLA</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________________</td>
<td>By: ________________</td>
</tr>
<tr>
<td>Date</td>
<td>____________________</td>
</tr>
<tr>
<td></td>
<td>James A. Crawford, Sheriff</td>
</tr>
</tbody>
</table>
Lease Pricing PROPOSAL

Presented to Osceola County

By John Milan

On 3/23/2016

New Xerox WC3615DN on a nothing down 60 month fixed pricing lease $29.96 includes the first 800 copies each month then .01 per copy thereafter. Also, includes everything but the paper. Call John Milan 796 8080

State or Local Government Negotiated Contract : 072472900

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### Solution

<table>
<thead>
<tr>
<th>Item</th>
<th>Product Description</th>
<th>Agreement Information</th>
<th>Requested Install Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. WC3615DN (WORKCENTRE 3615DN)</td>
<td>- Customer Ed</td>
<td>Lease Term: 60 months Purchase Option: FMV</td>
<td>3/28/2016</td>
</tr>
</tbody>
</table>

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### Monthly Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>Lease Minimum Payment</th>
<th>Meter</th>
<th>Print Charges Volume Band</th>
<th>Per Page Rate</th>
<th>Maintenance Plan Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. WC3615DN</td>
<td>$29.96</td>
<td>1: BW</td>
<td>1 - 800 801+</td>
<td>Included $0.0100</td>
<td>- Consumable Supplies Included for all prints - Pricing Fixed for Term</td>
</tr>
<tr>
<td>Total</td>
<td>$29.96</td>
<td>Minimum Payments (Excluding Applicable Taxes)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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All information in this proposal is considered confidential and is for the sole use of Osceola County. If you would like to acquire the solution described in this proposal, we would be happy to offer a Xerox order agreement. Pricing is subject to credit approval and is valid until 4/22/2016.

For any questions, please contact me at (231)796-8080

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MEMORANDUM OF AGREEMENT
between the
Michigan DHHS Aging and Adult Services Agency
And
Osceola County through its Commission on Aging
for Senior Project FRESH/Market FRESH

Purpose: The Senior Farmers Market Nutrition Program (Senior Project FRESH/Market FRESH) will provide coupons for the purchase of fresh, nutritious, unprepared, locally grown fruits and vegetables from authorized farmers markets and roadside stands to individuals age 60 years and older with gross incomes at or below 185% of the poverty level who reside in Osceola County. Coupons will be distributed on a first-come, first-served basis during the period May 1 through September 30, 2016 for redemption during the period May 1 through October 31, 2016.

The MICHIGAN DHHS Aging and Adult Services Agency (AASA) agrees to:

A. Provide coupon books based on federal, state, and local dollar allocations.

B. Provide administrative direction and program coordination to local Senior Project FRESH/Market FRESH program lead agencies.

C. Provide training on the receipt, handling and processing of Senior Project FRESH/Market FRESH coupons distributed by AASA.

D. Provide computer based applications for maintenance of application data.

E. Conduct a desk audit each year of program operations, and, when feasible, an in-person visit every two years of the lead agency.

F. Provide at no charge, “And Justice for All” posters.

G. Provide reports on redemption as well as demographic data in a timely manner.

H. Will roll-over unspent 2015 monies for use in 2016 or will refund the remaining balance to the agency.

The Senior Project FRESH program sites located in Osceola County assures that:

A. Individuals enrolled in the Senior Project FRESH/Market FRESH program are eligible according to established guidelines (income, age, residence).

B. Program staff will participate in AASA offered training in the handling and distribution of Senior Project FRESH/Market FRESH coupons.
C. Nutrition education will be provided to all applicants. Nutrition education can be done through nutrition handouts, one-to-one counseling, group classes, market demonstrations, or other means as approved by the Aging and Adult Services Agency.

D. Staff and volunteers working with the Senior Project FRESH/Market FRESH program are trained in program guidelines.

E. Involved staff will submit required reports. Required reports include:
   a. Signed original coupon registers. Due December 1, 2016.
   b. Either completed spreadsheet with application data OR completed participant applications. Due December 1, 2016.

F. All applicants will be provided with referrals to nutrition counseling, congregate meals, home delivered meals, personal care and chore services, if requested.

G. All information pertaining to the applicant will be maintained within a secure environment that provides complete client confidentiality.

H. All applications will be kept by the lead agency for at least 3 calendar years in a secure location, as required by USDA guidelines.

I  **Osceola County through its Commission on Aging** assures the AASA that they are not on the "Excluded Parties List" and may receive coupons from federal funding sources as required by USDA. (http://www.sam.gov).

J. Will provide copies of civil rights policies, nondiscrimination, hearings, appeals, judicial review rights procedures upon request.

K. Will display "And Justice For All" posters at all distribution sites.

**SIGNATURES:**

![Signature]

Agency Representative

____________________
Signature

3/14/2016
Date

____________________
Signature

____________________
Date
Date: 3/29/2016

To: Board of Commissioners & Sue Vander Pol, County Coordinator

From: Scott Schryer, Commission on Aging Director

Re: Millage Proposal Request

Dear Board and Susan,

As you all know the COA has seen a large increase in all our services over the past two years. With those increases come staffing changes and budgetary concerns. I have been mentioning over the past six months that we are getting to a point where we need to start a waiting list or ask for more millage to keep up with the demand of the seniors of our county. We have reached that point. Our nutrition program is now serving enough clients to where we have to add a fifth route to be able to remain safely in our food holding times. This is just one area of concern at this time.

Over the past four years we have become as efficient as a department can be. There is no more excess to cut from the budget. During those four years I have not cut any services to the seniors. I have worked hard at creating fund raisers to help supplement shortages, as well as asked for more funds from our partners such as Area Agency on Aging, VA, and United Way. To give you a true idea of how efficient we have become I have put together a spreadsheet (See Attachment A). This is a comparison of our budgets from 2007 and 2016. You will see the overall effect between the increases in expenditures and revenues is a decrease of $186,876. Even though we have had a decrease of that magnitude, we have done a lot of restructuring as well which has allowed us to offer other important services to the senior such as Medicare Medicaid assistance, activities both at the meal sites and off hours, nursing assessments, educational classes on diabetes and balance, tax assistance, medical transportation and more.

At this time I am asking to be put on the August ballot to ask for the other .2 mills available for senior services. The state of Michigan is capped at 1 mill and we currently have .8 mills from our ongoing millage started in 1986. I would ask that this be for a four year period. At the end of those four years I would like to combine the two millages and in 2020 ask for one millage for the full 1 mill. Below is a suggested wording for the August ballot. Thank You for your time and consideration in this matter.

“Shall the County of Osceola levy up to 0.2 mill ($.20 per $1,000 of taxable value), for a period of four (4) tax years, 2016 through 2019 (inclusive), which is an estimated annual revenue of $135,347 based on the 2015* taxable valuation, to support the continued operations of senior citizens services through the Commission on Aging?”

* Based on 2015 will have to be adjusted for 2016 numbers as soon as we get them in.

Sincerely,

Scott Schryer
Director, Osceola County Commission on Aging
MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the State of Michigan Department of Veterans Affairs; herein after referred to as MDVA and Osceola County on behalf of the Osceola County Veterans Service Office; herein referred to as the County.

Whereas VETRASPEC is now the secure web-based application that the MDVA has purchased and implemented as a web based information system to track and assist veterans and eligible dependents in accessing all benefits of which they are by law eligible for; and

Whereas, the VetrASPEC system has the ability to be utilized in virtually real time transfers of information regarding veteran’s information between levels of government; specifically state and county and

Whereas, it is anticipated that other benefits of utilizing VetrASPEC will include a cost savings due to decreases in postage utilization and administrative activities realized by electronic preparation and transfer of veteran’s documentation and information and

Whereas, County veteran data composed, generated, assembled and produced by the County is stored and managed on the MDVA’s state department data base creates a need for shared understanding of the limits of access and use by the parties involved and

Whereas, recognizing the statutory and historical relationship the MDVA has with the County, and in pursuit of creating more efficiency and effectiveness in that relationship, MDVA has made arrangements with VetrASPEC to allow the County to join on the State’s License as a “User” thereby enabling the County to manage and conduct its veteran service using the VetrASPEC State department program. This relationship will simultaneously create a capability for the MDVA to store veteran transaction data and generate reports requisite to statistical analysis.

NOW, THEREFORE, pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., in consideration of the premises and the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Purpose

The sole intended purpose of this Memorandum of Understanding is to arrange for the shared use of the VetrASPEC system by the State of Michigan Department of Veterans Affairs and the County Veteran Service Office.

2. Term

This Memorandum of Understanding shall be effective for a twelve (12) month period commencing on the date the signed and executed Agreement is filed with the Clerk of the County and the Secretary of State for the State of Michigan, as required by MCL 124.510. (4). Thereafter, the Agreement will automatically renew for two additional twelve (12) month periods.
3. MDVA’s Duties and Responsibilities

A. MDVA will:

(1) Have the authority to utilize the County’s veteran information for the purpose of statistical analysis and reporting only.

(2) Freely cooperate with authorities legally empowered to investigate, audit or otherwise review the procedures, data and conduct including the operation of VetraSpec and its users under the license held by the MDVA.

(3) Report any violation of the intended use of accessing VetraSpec under the MDVA’s state department database.

(4) Cancel access to VetraSpec for any violation or misrepresentation of the intended use of the program.

(5) Limit access to one super user at the MDVA.

(6) Limit access so that MDVA employees other than the super user do not have access to any personal identifying information entered by the County.

(7) Pay the annual user fee to DataSpec L.L.C. (VetraSpec’s parent company) contingent upon continued legislative appropriations.

(8) Cooperate with and assist the County in obtaining a license for VetraSpec and the return of all County data if legislative appropriations to cover the annual user fee are not available or if MVDA stops using the application.

(9) Refer all requests for access to County data to the County, which shall be responsible for responding to the request.

(10) Take reasonable action to ensure that others, including other state departments and agencies, cannot access or use information contained in the database unless required to do so pursuant to statute, court rule, court order or decisional case law.

4. County Duties and Responsibilities

A. The County will:

(1) Allow only the County’s authorized agents representing veterans to access the state department VetraSpec data base.

(2) View only files associated with the County, as determined by the veteran. If a veteran chooses not to be represented by their home county and chooses another county then the home county will not be able to view that veteran’s file.

(3) Be limited to access at the County User level (can only view/manage county specific veterans information), as this is the only User permission that will be granted at the county level.

(4) Submit requests for customization and access variations to the MDVA for consideration of approval. All such requests must be in writing and will be recorded and maintained by the MDVA. If a variation request is denied by MDVA, the County will have the option of customization and access variation at its own expense.

(5) Retain ownership of existing data transferred from any existing County software or database into VetraSpec and of new data added to VetraSpec by County. Such data is and shall be the property of the County. Upon termination of this Agreement, a copy of the data will be provided to the County.

(6) Use information from VetraSpec files only to provide claims assistance to County veterans and their dependents and retain County veteran historical data. County will not provide County veteran specific information to an organization, entity, or individual for the following purposes:

a. Recruitment for membership to organizations (to include Veteran Service Organizations).
b. Solicitations to firms, or any other for profit or non-profit organization seeking to do business with individuals; represented within the state department data base.

c. Listing names for inclusion/inscription on monuments or memorials.

5. Independent Contractors

The Parties mutually agree this Memorandum of Understanding shall not create any type of employment relationships between the Parties. It is agreed between the parties that designated County or DMVA staff personnel shall at all times continue to be employees of the party hiring them for the duration of their employment. The hiring party shall be responsible for the salary and benefits of said employees and that these employees are not entitled to any salary or compensation from or by the other Party.

6. Assignment

The Parties agree that they shall not assign their duties or responsibilities in keeping with this Memorandum of Understanding to another organization, entity or individual with prior written consent or mutual agreement, except if required to do so by statute, court rule, court order, executive directive, or decisional case law.

7. Governing Law

This Memorandum of Understanding shall be governed by and its content be construed under the laws of the State of Michigan; which shall be the forum for any lawsuits arising from and incident to this Memorandum of Understanding.

8. No Indemnification

Each Party will be responsible for any claim made against it and for the acts or omissions of its agents and employees. Neither Party has any rights under this Agreement to be indemnified by the other Party or any of its agents or employees in connection with any claim.

In any claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including attorney fees.

In no event shall either Party be liable for any special, indirect, or consequential damages arising out of or in connection with the terms and conditions of this Agreement.

9. Reservation of Rights

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.

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.
10. **Termination**

This Memorandum of Understanding may be terminated at any time, for any reason, by either Party, on seven (7) days written notice.

11. **Execution**

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions.

Executed the _____ day of ______________, _____ by the Michigan Department of Veterans Affairs,

By: ________________________________

Title: Director Targeted Outreach
       Michigan Veterans Affairs Agency

APPROVED

this _____ day of ______________, _____

By ________________________________
MEMORANDUM

DATE: March 30, 2016

TO: Susan Vander Pol

FROM: Jody Waurzyniak

RE: Summary of Shredding Quotes

Hi Susan:

Ten departments from the Courthouse, Annex, and E.M.S. have a combined total of 286+ boxes of paperwork to be shredded.

Five shredding vendors were contacted with two of them providing the quotes below. One vendor was out of business, one could not provide on-site mobile shredding, and the other did not provide a quote.

Iron Mountain
Total Bid: $1,180.00 for 286 boxes
$3.75 per box up to 200 boxes
$5.00 per box after 201 boxes

West Michigan Document Shredding
Total Bid: $1,035.00 flat rate up to 300 boxes
$3.45 per box up to 300 boxes
$4.25 per box after 301 boxes

West Michigan Document Shredding allows for 14 additional boxes to be shred as some of the departments continue to gather boxes of documents for shredding. If there are more than 300 boxes, their $4.25 per box rate will apply.

It is recommended the Board of Commissioners choose the vendor West Michigan Document Shredding to provide shredding services for the County.

Thank you,

Jody
Scott Overweg

Phone: (616) 662-8000 / Fax: 616) 669-3767 / Email: info@wmdshred.com / Website: www.wmdshred.com

Document Shredding Quote

March 30, 2016

Company Name: Osceola County
Reed City, Mi

Phone Number: Fax Number:

Contact Person: Jody Waurzyniak

On-Site shredding

Volume: 300 boxes or less.

Location: 2 Facility’s in the Reed City Area.

Purge Cost: $1035 flat rate total cost. (301 + boxes) ($3.45 / box) ($4.25 / box)

West Michigan Document Shredding is pleased to offer the following quote for our shredding service. West Michigan Document Shredding offers confidentiality and trust; our goal is to help with your efficiency and to reduce your document destruction costs. We are AAA NAID Certified (naidonline.org) and certified as a Woman Owned business. Our security collection service is second to none. We recycle our shredded material for our mutual environmental concerns.

At West MI Document Shredding, we want to offer the best service for each client’s needs; if you find anything in the above proposal you would like to change or have explained – we would appreciate an opportunity to discuss the details further.

Our drivers are committed to protecting your confidential documents. All materials collected during a single day are immediately destroyed when they arrive within our facility. We protect your confidential information with the same diligence that you care for your customers.

** Please sign below for your acceptance of service and email or fax to 616-669-3767.

Signature_________________________ Print Name________________ Date________

We Recycle