COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Thursday, March 3, 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 February 16, 2016.

6. Consider Payment of Claims.

7. Old Business:
   A. Discuss Sherman Township Lease – Jack Nehmer.
   B. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Discuss E.M.S. Baker College Institutional Training Affiliation Agreement and Emergency Medical Services Program Addendum – Jeremy Beebe.
   B. Discuss Sheriff Purchase of K9 Insert – Justin Halladay.
   C. Discuss Resolutions Opposing Section 298 for FY 2017 – Larry Emig.

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
FEBRUARY 16, 2016

The Committee meeting was called to order at 9:34 a.m. by Chairman Emig.


Also present: Scott Schryer-C.O.A Director, Dan Massy-Community Developer, Justin Halladay-Undersheriff, Susan Vander Pol-County Coordinator, Jody Waurzyniak-Executive Assistant, Karen Bluhm-County Clerk, and other members of the public.

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

Brief public comment: None.

Employee/Board comment: Susan Vander Pol, County Coordinator, spoke about correspondence from the DNR regarding a possible meeting.

Motion by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the minutes from February 2, 2016. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the current claims of the County in the amount of $28,120.17. Recommendation was unanimously supported.

911 Service Plan Amendment
Karen Bluhm, County Clerk, asked for the Board to consider adopting the Proposed 911 Service Plan now that the Public Hearings and notification period has expired.

Recommended by Commissioner Gregory, seconded by Commissioner Halladay, to approve the 911 Service Plan Amendment as submitted. Recommendation was unanimously supported.

Budget Amendments
Commissioner Tiedt reviewed the budget amendments presented today.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments as presented. Recommendation was unanimously supported.

Community Development Department Functions
Dan Massy, Community Developer, shared information regarding the functions of his office. He presented information regarding community versus economic development and how they overlap. He explained some of the programs offered by the two programs. He also answered questions and spoke about an upcoming tourism workshop that should be held in March. Discussion was held.

C.O.A. /AAAWM Purchase of Service Agreement & Business Associate Agreement
Scott Schryer, C.O.A. Director, spoke about the AAAWM Purchase of Service Agreement and the Business Associate Agreement. The agreement is for the Medicaid Waiver Program and is separate from
the Older Americans Act Funding. He advised it is received annually and explained the programs' purpose in helping to keep older citizens out of nursing homes longer. Discussion was held.

**Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the AAAWM Purchase of Service Agreement & Business Associate Agreement and authorize the Chairman to sign. Recommendation was unanimously supported.**

**C.O.A./AAAWM Memorandum of Agreement Diabetes PATH**
Scott Schryer, C.O.A. Director, spoke about a new agreement with AAAWM which shall provide two (2) Diabetes PATH workshops for older adults and adults with disabilities. He noted this is the first time this agreement has been offered and how it will work. Discussion was held.

**Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the Memorandum of Agreement Diabetes PATH contract and authorize the Chairman to sign. Recommendation was unanimously supported.**

**Commission on Aging Annual Report**
Scott Schryer, C.O.A. Director, reviewed information with Board members in his departmental Annual Report. He noted that many of their services have seen an increase, highlighting their meal site numbers as well as their home delivered meals program. He also spoke about staffing and a 14% turnover in staff, which he noted was considerably lower than most in this particular career field. Discussion was held.

**Sheriff Purchase of Holsters**
Undersheriff Justin Halladay spoke to Commissioners about a donation the department received to be used for the purchase of new holsters for the new weapons the department recently purchased. After his review of the bids received, he explained some of the features of the new holsters and asked the Board to approve the purchase from Kiesler's Police Supply, Inc. Discussion was held.

**Recommended by Commissioner Elkins, seconded by Commissioner Wayne, to purchase holsters from Kiesler's Policy supply, Inc. for $4,506.20 with payment from 101.301.748.000. Recommendation was unanimously supported.**

**PA 116 Farmland Agreement/DeZeeua Harmony Acres LLC**
Karen Bluhm, County Clerk, spoke about an application received from DeZeeua Harmony Acres LLC for a PA 116 Farmland Agreement. Karen spoke about how the program works, allowing the property owners to received a tax break for committing their property to remain agricultural for a number of years. She did note it does not affect the County's property tax base or exempt them from paying property taxes. Discussion was held.

**Recommended by Commissioner Elkins, supported by Commissioner Nehmer, to approve the PA 116 Farmland and Open Space Preservation Program Agreement for DeZeeua Harmony Acres LLC. Recommendation was unanimously supported.**

**Circuit Court Clerk Step Increase**
Karen Bluhm, County Clerk, spoke about her new hire for the Circuit Court Clerk position within her department. She explained the applicant's qualifications and knowledge as it relates to not only the
Circuit Court, but also to the Qualified Voter File and E Pollbook. She asked that since the expense of training for these software programs will not be needed, if she might be able to offer the new employee the first step increase at their 6 month anniversary. Discussion was held.

**Recommended by Commissioner Nehmer, supported by Commissioner Gregory, to authorize the County Clerk to provide the newly hired Circuit Court Clerk a step increase after six months. Recommendation was unanimously supported.**

**Bulk Paper Purchase**
Susan Vander Pol, County Coordinator, explained the bids received for the bulk paper purchase and why she would recommend the purchase be made with Integrity Business Solutions, LLC. Discussion was held.

**Recommended by Commissioner Wayne, supported by Commissioner Tiedt, to approve the paper purchase bid from Integrity Business Solutions, LLC for $6,191.37. Recommendation was unanimously supported.**

Employee/Board Comment: Commissioner Nehmer spoke about a request from Sherman Township.

Extended Public Comment: None.

Moved by Commissioner Gregory, seconded by Commissioner Nehmer, to adjourn at 11:02 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
LEASE AGREEMENT
(Sherman Township Memorial)

THIS AGREEMENT is made and entered into by and between the County of Osceola, a Michigan Municipal Corporation, whose principal office and place of business is located at the Osceola County Courthouse, 301 West Upton Avenue, Reed City, Michigan 49677, hereinafter referred to as the COUNTY, and the Township of Sherman, Osceola County, Michigan, a Michigan Township, whose principal office is located at 2929 Twenty-One Mile Road, Tustin, Michigan 49688, hereinafter referred to as TOWNSHIP.

WHEREAS the People of the County of Osceola and State of Michigan own a certain parcel of land situated in the TOWNSHIP of SHERMAN, COUNTY of OSCEOLA and STATE of MICHIGAN more fully described as:

A part of the Northwest One Quarter (NW¼) of the Southwest One Quarter (SW¼) of Section Twelve (12), commencing at the West One Quarter (W¼) corner of Section Twelve (12) thence South along Section line Eight Hundred (800) feet; thence East Four Hundred Fifty (450) feet; thence North Eight Hundred (800) feet to the East and West One-Quarter (E/W¼) line of said Section; thence West Four Hundred Fifty (450) feet along the East and West One Quarter (E/W¼) line to the point of beginning, being Township Twenty (20) North, Range Nine (R 9 W) West, Sherman Township, Osceola County, Michigan.

SAVING AND EXCEPTING THEREFROM a parcel described as:

Commencing at a point 450 feet East of the West ¼ corner within the NW¼ of SW¼, Section 12, T 20 N, R 9 W; thence South 100 feet; thence West 100 feet; thence North 100 feet; thence East 100 feet to point of beginning.

which parcel has been leased to the Michigan Department of Natural Resources for construction and maintenance of a transmitter building and radio tower.

SUBJECT TO an easement for foot trail ingress and egress to and from the premises hereinabove described, together with the right to erect electric power and telephone lines on, over and upon the following described premises leading to the tower site:

North 20 feet of West 450 feet of NW¼ of SW¼, Section 12, T 20 N, R 9 W, Sherman Township, Osceola County.

WHEREAS the TOWNSHIP is desirous of locating, erecting and maintaining a memorial marker to the first settlers of Sherman Township on the above parcel:

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS, TERMS AND CONDITIONS HEREIN SPECIFIED, THE PARTIES DO HEREBY MUTUALLY UNDERSTAND AND AGREE AS FOLLOWS:

1. TERM: The term of this LEASE AGREEMENT shall be indefinite and the TOWNSHIP may continue to use the above parcel for the purposes herein specified, so long as, the TOWNSHIP continues to use and adequately maintain the property and all improvements thereon in the manner and for the purposes herein provided and intended unless otherwise terminated as also herein provided; and

2. CONSIDERATION: That for the right and privilege to use, improve and maintain the above said parcel the TOWNSHIP shall pay at or before the time and date of the execution hereof to the County of Osceola One ($1.00) Dollar which is hereby acknowledged and confessed by the COUNTY; and

3. SUBJECT TO PRIOR GRANT: That this LEASE AGREEMENT is subject to a prior "Agreement and Grant of Easement" between the County of Osceola and Michigan Department of Natural Resources which is dated May 10, 1982, and June 16, 1982, respectively, which is recorded at LISTER 396 at PAGES 563 and 564 with the Osceola County Register of Deeds and a copy of which is attached hereto; and

PAGE 1 OF 4 PAGES
4. [Handwritten] That the TOWNSHIP shall with one (1) year of the date of its execution hereof, construct, erect and begin to maintain on the described parcel a suitable monument and marker commemorating the first settlers of Sherman Township and may construct and shall maintain adequate and safe parking areas and ingress and egress roads to such monument; and

5. **MAINTENANCE AND REPAIR:** That the TOWNSHIP shall be solely liable and responsible for and shall bear the entire cost of all usual, ordinary and extraordinary maintenance, improvement, upkeep and repair of any improvements erected upon the whole of said parcel by the TOWNSHIP including, but not limited to, parking areas, roads, trails, structures and the like, except for those structures and areas to be maintained by the Michigan Department of Natural Resources; and

6. **ALTERATION OF PREMISES:** That any additions or improvements to the above-described parcel by the TOWNSHIP shall be done and made entirely at the costs and expense of the TOWNSHIP and in good, safe, workman-like manner; and

7. **LIABILITY:** That the TOWNSHIP shall be solely liable and responsible to any and all persons for personal injury or property damage caused to or arising from the use or condition of said parcel and any improvements thereon and said TOWNSHIP shall indemnify, save and hold the COUNTY harmless from any and all cost, liability, expense therefore and the TOWNSHIP shall further be solely liable and responsible for all other conditions, acts or omissions reasonably attributable to or caused by its agents, servants, employees and anyone acting on its behalf; and

8. **INDEMNITY INSURANCE:** That the TOWNSHIP shall secure at its own cost and expense and shall at all times maintain, for and during the term herein specified, adequate liability and casualty insurance with a reputable company duly authorized to do business in this State, for all claims or injuries arising from or caused by the TOWNSHIP, its agents, servants, employees or business or personal invitees, or the use or condition of the subject parcel, with policy minimum limits of not less than Two Hundred Fifty Thousand ($250,000.00) Dollars per person and Five Hundred Thousand ($500,000.00) Dollars per event or occurrence. The TOWNSHIP shall provide a copy of the policy of such insurance to the COUNTY not less than fifteen (15) days after the date after the first work is commenced by the TOWNSHIP on said parcel; and

9. **WORKERS' COMPENSATION:** That TOWNSHIP shall secure and maintain, at its own, sole, cost and expense, all workers' compensation, unemployment compensation or other employee protection insurance, if any, as now or hereafter required by State and Federal Law, for any and all persons working for the TOWNSHIP on or about said parcel at any time and in any capacity; and

10. **OTHER DUTIES:** That TOWNSHIP, its agents, servants and employees shall, at all times during the term hereof, be alert for and promptly report to the Osceola County Sheriff's Department or other State or local law enforcement agency all disturbances or suspected violations of the criminal laws occurring on or near said parcel of which they have knowledge or which come to their attention; and

11. **INSPECTION OF PREMISES:** That the TOWNSHIP by its authorized agents have fully and carefully inspected the above described parcel which is subject of this LEASE AGREEMENT and they are fully aware of the size, location, and condition of the same and that such inspection is the basis of their understanding in those regards and not any representations made or implied by agents of or on behalf of the COUNTY; and
12. COMPLIANCE WITH ALL APPLICABLE LAWS: That the TOWNSHIP, its agents, servants and employees shall at all times during the term hereof and in connection with the use, maintenance and improvements on said parcel carefully observe and fully comply with all applicable laws, Federal and State, as well as, all County or local ordinances and regulations concerning the same, whether the same shall now or hereafter become effective; and

13. NON-ASSIGNMENT: That the TOWNSHIP shall not assign, sublease or sublet, in whole or in part, the above described parcel, nor any rights, licenses or privileges granted by this LEASE AGREEMENT, without the prior, written consent of the COUNTY; and

14. COMPLETE AGREEMENT: That this LEASE AGREEMENT is and is intended to be the full, complete and entire agreement and understanding between the parties and that there are no other agreements, understandings, promises, conditions, representations or warranties, expressed or implied, regarding the subject matter hereof, except as otherwise expressly contained herein; and

15. MODIFICATION: That this LEASE AGREEMENT may not be changed, modified, or amended orally, but if at all, only by subsequent written agreement of the parties duly authorized by the respective Boards thereof; and

16. TERMINATION: That this LEASE AGREEMENT may be terminated by either party by giving one (1) years prior written notice to the other; and

17. RECORDING: That either party may record a duly signed and sealed copy of this LEASE AGREEMENT with the Osceola County Register of Deeds at the sole cost of the party so recording the same.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals by the persons and in the capacities duly authorized to do so and acknowledge thereby that each has fully and carefully read, understands and agrees to all of the terms and conditions set forth herein.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

( SEAL )

STATE OF MICHIGAN)

COUNTY OF OSCEOLA)

On this 14th day of April, 1983, before me, a Notary Public in and for said State and County, personally appeared Robert O. Pontz and Carl L. Wyman, persons known to me, who, being first duly sworn, did say that they are Chairman of the County Board of Commissioners and County Clerk respectively and that the seal affixed to said instrument is the corporate seal and said Corporation and that the foregoing instrument was signed and sealed in behalf of the County by authority of its County Board of Commissioners for the County of Osceola on whose behalf they act.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

[Signatures]

JAMES L. TALASKE
Osceola County
Prosecuting Attorney
3032 West Jacksonville Avenue
REEF CITY, MICHIGAN 48018
TELEPHONE: (517) 822-3226

COUNTY OF OSCEOLA, a Michigan Municipal Corporation

BY: Robert O. Pontz,
Chairman, Osceola County Board of Commissioners

Carl L. Wyman,
Clerk, Board Secretary

Per Resolution Dated April 14, 1983

TOWNSHIP OF SHERMAN

BY: Doris E. Eggle
Its Clerk

Per Resolution Dated April 14, 1983

PAGE 3 OF 4 PAGES
STATE OF MICHIGAN

COUNTY OF OSCEOLA

On this ___ day of ___, A.D., 1983, before me, a Notary Public in and for said State and County, personally appeared Gregory A. Raymond and Doris L. Eggle, persons known to me, who, being first duly sworn, did say that they are the Township Supervisor and Township Clerk respectively of Sherman Township of the County of Osceola and that each has executed the foregoing instrument on behalf of said Township and with the authority and approval of its Township Board.

DRAFTED BY:

JAMES L. TALASKI (P25221)
Prosecuting Attorney
Osceola County Michigan
BUSINESS ADDRESS:
Courthouse Annex No. 1
302 West Slosson Avenue
Reed City, Michigan 49677
TELEPHONE:
(616) 832-3226

Notary Public
Osceola County Michigan
My Commission Expires Jan. 24, 1982
Carl L. Wyman,
Osceola County Clerk
Osceola County Courthouse
301 West Upton Avenue
Reed City, Michigan 49677

WHEN RECORDED RETURN TO:
# 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 ( )</th>
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### REVENUE:

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<tr>
<th>ACCT. NAME</th>
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### EXPENSES:

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<td>FICA</td>
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<td>Travel/Expenses</td>
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</table>

**TOTAL**

$( , , )   $( , , )

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*Community Development*

Department Head Signature

Dan Mayo

Department Head Signature

3/24/16 Date

**EXPLANATION:**

---

Board of Commissioners/Representative

Recorded ( ) Motion/Resolution No. __

Budget Amendment No. __________
County of Osceola

BUDGET AMENDMENT

TO:    County Treasurer and County Clerk

As provided in the Uniform Budgeting and Accounting Act of 1978, as
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<th>Special Revenue ( )</th>
<th>Debt Service ( )</th>
<th>Other ( )</th>
</tr>
</thead>
</table>

REVENUE:

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EXPENSES:

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Sheriff/Capital  
Department

Board of Commissioners/Representative

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

Department Head Signature

Date

EXPLANATION: Reappropriate 2015 budget
allowed for Sheriff Vehicle (K-9) + setup.
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

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

<table>
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<th>FUND/ACCT</th>
<th>BUDGETED TRANSFER</th>
<th>REMAINING</th>
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<tr>
<td>FROM:</td>
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<td>$ 16,500</td>
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<td>TO:</td>
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COMMENTS:

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: **March 3, 2016**

Chairman

Finance Chairperson
<table>
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<tr>
<th>Journal Number</th>
<th>Date</th>
<th>GL Number</th>
<th>Description</th>
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<td>101-351-808.017</td>
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### JOURNAL REGISTER FOR OSCEOLA COUNTY

**Posted and Unposted Journal Entries**

<table>
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BAKER COLLEGE
INSTITUTIONAL TRAINING AFFILIATION AGREEMENT

Clinical Affiliate: Osceola County, EMS

Contract Date: February 2, 2016   Expiration Date: February 1, 2019

This Agreement is entered into by BAKER COLLEGE (hereafter referred to as BAKER, the COLLEGE or BAKER COLLEGE) as further identified on the signature page hereto and the AFFILIATING INSTITUTION (hereinafter referred to as the AFFILIATE or AFFILIATING INSTITUTION), further identified on the signature page hereto. BAKER COLLEGE is a non-profit educational organization of higher learning. The purpose of this Agreement is to provide clinical education opportunities for Baker students.

IT IS AGREED by BAKER COLLEGE and the AFFILIATING INSTITUTION, as follows:

1. BAKER COLLEGE reserves to itself and will perform the functions of an institution of higher learning and the administrative and educational program functions normally associated with such an institution, generally. Incident to this Affiliation Agreement, BAKER shall:

   a. Assure that students have been oriented to expected outcomes of the orientation.

   b. Provide classroom theory and practical instruction to students prior to their clinical assignments at the AFFILIATING INSTITUTION.

   c. Cooperate with Affiliate to assure that students will abide by the administrative policies, standards and practice of Affiliate, and by Affiliate’s Drug Testing Policy.

   d. Have final responsibility for the content and general implementation of all educational programs.

   e. Furnish the AFFILIATING INSTITUTION, with student records necessary to the program, subject, however, to compliance with all applicable statutes, rules, laws and regulations respecting the maintenance and release of records and or information derived from such records.

   f. Arrange for meetings of COLLEGE and AFFILIATING INSTITUTION staff as may be requested.

   g. Require as a condition of student participation in the Program with the AFFILIATING INSTITUTION that each student has proof of a recent TB skin test, within the past 12 months, influenza vaccine, (2) MMR or proof of titer, proof of Hepatitis B vaccination or declination, proof of Varicella vaccination (2 doses) or laboratory evidence of immunity or laboratory confirmation of disease, diagnosis or verification of a history of varicella by a health care provider or declination and proof of T daps or declination. The AFFILIATING INSTITUTION may request proof of same from the COLLEGE. The COLLEGE shall retain the necessary documentation to verify compliance with this provision and will present evidence to the Affiliate Institution upon request.
h. Maintain in full force and effect, during the existence of this Agreement, comprehensive general liability insurance and specified medical professional liability insurance coverage for all students assigned to the Facility, including coverage for any acts of negligence of its students, faculty, officers, or employees with respect to any liability arising out of their participation in the program in amounts not less than $1,000,000.00 per occurrence and $3,000,000.00 aggregate per year. Upon request, the COLLEGE shall submit proof of such insurance to the AFFILIATING INSTITUTION.

i. Indemnify and hold the AFFILIATING INSTITUTION and its past, present and future subsidiaries, divisions, departments, successor, assigns, officers, directors, agents, employees, representatives and stockholders, harmless from and against any and all liability, claims, actions, causes of action, lawsuits or damages caused or arising out of the act(s) and/or omission(s) of the COLLEGE, its agents, its employees and students incident to its/their participation in the Program.

2. The AFFILIATING INSTITUTION shall:

a. Furnish appropriate clinical facilities and equipment for student experience appropriate to the Program, this includes making available facilities and services such as dressing rooms, parking, lockers, food and beverages, cafeteria and the like that the AFFILIATING INSTITUTION normally makes available to its own personnel.

b. The AFFILIATING INSTITUTION shall facilitate the COLLEGE faculty and Students with emergency medical care for injury or illness occurring at the AFFILIATE INSTITUTION. Billing for this service will be done in the same manner as for any patient receiving Emergency Department care. Follow-up care is the responsibility of the injured party. Financial responsibility for the Emergency Department services shall be the obligation of faculty or Student. With the exception of emergency care, COLLEGE faculty and Students will arrange for their own medical care.

c. Refrain from imposing incidental fees upon students, other than for food, beverages, parking, locker rental and the like, other than in a manner which is or would ordinarily be charged to the AFFILIATING INSTITUTION'S own personnel.

d. Advise the COLLEGE in writing of anticipated changes in institutional policies and procedures that affect the student's program sufficiently in advance so that any appropriate changes may be made.

e. Allow the COLLEGE faculty to visit and monitor students at the AFFILIATING INSTITUTION.

f. Make an AFFILIATING INSTITUTION staff member available as a resource person in accordance with the plan schedule approved by both the COLLEGE and the AFFILIATING INSTITUTION.

g. Allow students to perform only those tasks commensurate with their level of education and experience and/or appropriate to provide for the safety and welfare of patients, clients, students and the employees of the AFFILIATING INSTITUTION.

h. Complete an Evaluation Report of each student's performance which shall be supplied by BAKER.
i. Provide its own method of identification for each student participant, if it desires. Otherwise, BAKER will provide student identification which shall be deemed acceptable by the AFFILIATING INSTITUTION.

j. Supervise all activities of the student while on the premises of the AFFILIATING INSTITUTION and orient students to appropriate rules, policies, regulations and procedures of the AFFILIATING INSTITUTION and provide students copies of same if such policies are available in written form.

k. Indemnify and hold harmless the COLLEGE and its past, present and future subsidiaries, divisions, departments, successors, assigns, officers, directors, agents and employee representatives, stockholders, regents and members from and against any and all liability, claims, actions, causes of action, lawsuits or damages caused or arising out of the act(s) or omissions of the AFFILIATING INSTITUTION, its agents or employees, when acting within the scope of their employment or agency with the AFFILIATING INSTITUTION.

l. Maintain in full force and effect, during the existence of this Agreement, comprehensive general liability insurance, including personal injury, liability, and property damage liability coverage (including contractual liability insurance for the indemnification provisions of this Agreement) in an amount not less than $1,000,000.00 combined single limit. Upon request, the AFFILIATING INSTITUTION shall submit proof of such insurance to the COLLEGE.

m. Refrain from all unlawful discrimination with respect to acceptance of students, including discrimination on the basis of race, sex, age, national origin or handicap.

n. Notwithstanding anything to the contrary in this Agreement, it is understood that scheduling changes (including clinical assignments at the AFFILIATING INSTITUTION) may be necessary during the course of an academic term. The AFFILIATING INSTITUTION agrees to work with the COLLEGE in making any scheduling changes that may become necessary.

o. To allow students enrolled in the clinical program permission to complete their current clinical rotation.

p. Unless otherwise specifically indicated on this Agreement, no remuneration is to be made to the AFFILIATING INSTITUTION for its participation.

3. The COLLEGE and the AFFILIATING INSTITUTION further agree:

a. Students of Baker College shall not be deemed to be employees of the Affiliate for purposes of compensation, fringe benefits, workers compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose because of their participation in the educational program. Each student is placed with the Affiliate to receive clinical experience as a part of his or her academic curriculum; those duties performed by a student are not performed as an employee, but in fulfillment of these academic requirements under supervision. At no time shall students replace or substitute for any employee of the Affiliate. This provision shall not be deemed to prohibit the employment of any such student by the Affiliate under a separate employment agreement.
b. To the number of students to be placed with the **AFFILIATING INSTITUTION** and the scheduling of the instructional and/or clinical experience (as applicable) while at the **AFFILIATING INSTITUTION**.

c. To assure that students complete the number of hours and/or tasks of clinical affiliation as outlined for a specific assignment and require that any absences, including those due to illness, be made up.

d. The **AFFILIATING INSTITUTION** may refuse to accept into the Program any student or faculty who was previously discharged for cause from employment with the **AFFILIATING INSTITUTION** or would not otherwise be acceptable to the **AFFILIATING INSTITUTION** provided, however, that it shall notify the **COLLEGE** in writing of its refusal to accept the student or faculty and the specific basis therefore.

e. Without limitation by any provision herein set forth, both parties expressly agree to abide by any and all applicable federal and/or state equal opportunity statutes, rules and regulations including, but not limited to, Title VII of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, the Age Discrimination and Employment Act of 1967, the Equal Pay Act of 1963, the national Labor Relations Act, the Fair labor Standards Act, the Rehabilitation Act of 1973, the Occupational Safety and health Act of 1970, the Elliot Larsen Civil Rights Act and the Michigan Handicappers Civil Rights Act, all as may be from time to time modified or amended. Recognizing that Baker College is required to comply with TITLE IX of the Educational Amendments of 1972 to the Civil Rights Acts of 1964 and the Family Educational Rights and Privacy Act (FERPA), both parties agree to adhere to these laws irrespective of their direct applicability to either party. The parties also agree to comply with the Health Insurance Portability and Accountability Act, as may be applicable, and cooperate fully with each other to assure the other parties compliance therewith. The parties agree to hold the other party harmless from any and all liability arising from any breach of this covenant.

f. Each party agrees to comply with and to be separately responsible for compliance with all laws, including anti-discrimination laws, which may be applicable to their respective activities under this program. Both parties will not to discriminate illegally in employment because of race, color, creed, religion, sex, national origin, age, disability, veteran status, marital status, genetic information, or other protected characteristic, which cannot lawfully be the basis for an admissions/employment decision. Students shall observe all state and federal laws and regulations in their relationship with the **AFFILIATING INSTITUTION** and **COLLEGE**. Furthermore, it is the policy of Baker College not to discriminate on the basis of race, color, creed, religion, sex, national origin, age, disability, veteran status, marital status, genetic information, or other protected characteristic in providing and the administration of educational programs, services, activities, and employment, or recruitment. The **COLLEGE** declares and reaffirms a policy of equal employment opportunity, equal educational opportunity, and nondiscrimination, where applicable, in the provision of educational services to the public. The **COLLEGE** will make all decisions regarding recruitment without discrimination on grounds of race, color, creed, religion, sex, national organ, age, disability, veteran status, marital status, genetic information, or other protected characteristic, which cannot lawfully be the basis for an admissions/employment decision. The **COLLEGE** reaffirms its policy of administering all of its educational programs and related supporting services and benefits in a manner which does not discriminate because of a student’s or prospective student’s race, color, creed, religion, sex, national origin, age, disability, veteran status, marital status, genetic information, or other protected characteristics which cannot be lawfully the basis for the administration of such services.

6.15 PP
g. Baker College will maintain a working/educational environment for its employees/students, which is free from harassment and bullying. Baker College prohibits any form of bullying or harassment and upon, investigation may take appropriate disciplinary sanctions ranging from a warning, up to and including termination/expulsion.

h. That each party shall notify the other of any incident or claim it may reasonably be anticipated to develop into a legal action as soon as possible. Notice will be provided forthwith in the event that such a claim, lawsuit or other legal or administrative proceeding is commenced incident to which indemnification may be sought from the other party as set forth in this Agreement.

i. Both the **AFFILIATING INSTITUTION** and the **COLLEGE** reserve the right to affiliate with other institutions and to place and/or accept, as the case may be, students from other college programs. The **AFFILIATING INSTITUTION** shall retain the right to demand, at any time, the removal of the student from the clinical portion of the Program for any violation of the **AFFILIATING INSTITUTION**’s policies and/or procedures and/or regulations, lack of qualification, health or other legitimate, lawful reasons. Such action will be preceded by consultation between the appropriate personnel at the **COLLEGE** and the **AFFILIATING INSTITUTION**. The **COLLEGE** reserves the right, at any time, to remove a student from the Program for any violation of the **COLLEGE**’s policy and/or procedure and/or student regulations, unsatisfactory academic performance, lack of qualifications, health, or other legitimate and lawful reasons.


a. This Agreement shall be reviewed by the **COLLEGE** and the **AFFILIATING INSTITUTION** upon request of either party but shall be subject to change only by the mutual consent of the parties; any such change(s) shall become part of this Agreement only after being placed in writing and signed by both parties.

b. The parties do not intend, and this Agreement shall not be construed to create any direct or indirect rights and/or benefits to any third party whatsoever.

c. One or more waivers of any term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of any term or condition. No breach of a term or condition of this Agreement by either party shall be waived by the other unless such waiver is in writing.

d. This instrument, together with all addendums hereto, constitutes the entire Agreement between the parties and all prior discussions, agreements and understandings, oral or in writing, are hereby merged into this Agreement.

e. In the event there is a change in federal, state or local law, whether by statute, regulation, agency interpretation or judicial decision that, in the reasonable opinion of the counsel to Baker College, renders any of the material terms of this agreement unlawful or unenforceable, then the applicable terms of this agreement shall be subject to renegotiation upon written notice to Affiliate in order to remedy such condition and conform the Agreement to the requirements of the law.

f. This Agreement shall become effective and shall continue in force and effect as set forth, hereto.
g. The individuals signing this Agreement (which shall include any other addendums here to) warrant and certify by their signatures that this Agreement has been duly approved and that they are authorized to sign this Agreement and all addendums comprising this agreement on behalf of the respective party.

h. This Agreement shall be effective upon its execution and shall continue in effect for three (3) years. At the end of the initial term, the Agreement shall renew automatically for an additional one (1) year term or until terminated by either party by providing 90 days prior written notice to the other party for any or no reason. All students enrolled in the clinical program at the time notice is given shall be permitted to complete their current clinical rotation.

i. This Agreement may be executed in any number of counterparts, including facsimile or an e-mail of a PDF file containing a copy of the signature page of the person executing this document, each of which shall be an original, but all of which together shall constitute one in the same instrument.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]
Any notices or other communication permitted or required by this Agreement shall be in writing and shall be delivered to the other party at the address set forth below:

If to Baker College:
BAKER COLLEGE SYSTEM
Paula Primeau MAOM, BS, RT(R)(ARRT)
System Coordinator of Clinical Education
Baker College System Headquarters
1050 W Bristol Road
Flint MI 48507-5508
paula.primeau@baker.edu
Phone: 810-766-2284
Fax: 810-766-4279

If to Affiliate:
Osceola County, EMS
Attn: Larry Emig
301 W. Upton
Reed City, MI 49677

COLLEGE:  
BAKER COLLEGE SYSTEM

By:  
Baker College Representative Signature

Name: Paula Primeau, MAOM, BS, RT(R)(ARRT)

Title: System Coordinator Of Clinical Education

Date: 2/2/16

AFFILIATING INSTITUTION:  
Osceola County, EMS

By:  
Affiliate Representative Signature

Name: Larry Emig

Title: Chairperson

Date: 3-3-16
BAKER COLLEGE
Emergency Medical Services Program
ADDENDUM
Baker College Campus: ALL
Clinical Affiliate: Osceola County EMS

Contract Date: February 2, 2016
Expiration Date: February 1, 2019

The AFFILIATING INSTITUTION:

A. Shall (subject to Article 2f of the Institution Training Affiliation Agreement) identify a person as a clinical educator and this person will be the primary liaison to the Emergency Medical Services instructor at Baker College.

B. Shall be encouraged to identify qualified clinical preceptor for emergency medical services students. Clinical faculty should be competent, interested, active participants in the clinical education process.

C. Shall monitor student's attendance. Students are expected to be in attendance at the clinical site during regular working hours for the required number of clinical hours each quarter without exception. Absences for special cases may be permitted, as long as a schedule for making up the missed time is agreeable to the student, affiliate, and college.

D. Shall cooperate with Baker College in the planning and conduction of the student's clinical experience, to the end that the student's clinical experience may be appropriate in light of Baker College's educational objectives. The AFFILIATING INSTITUTION shall provide written evaluations of competency on each assigned student as specified during the clinical experience and at the end of the quarter as specified. Evaluations should be returned to the emergency medical services instructor via FAX with the originals to follow by mail.

E. Shall not leave the students alone in the clinical setting without a staff member present. Shall not utilize students for staffing purposes.

F. Shall facilitate and reinforce practice as stated in the basic objectives established or as set forth by the Michigan Department of Consumer and Industry Services, Division of Emergency Medical Services.

G. Shall provide an orientation for the student prior to beginning clinical assignments, including but not limited to, policies/procedures, dress/conduct code, orientation to the institution/department, and general expectations of the students.

H. Shall have an adequate variety and number of emergency cases as well as adequate staff to function as preceptors for the student's learning experience.
I. Shall notify the COLLEGE in writing of inability to accept a student at least 10 days before the clinical experience begins.

J. Shall provide emergency care to the student, should it become necessary. However, it is explicitly understood neither the affiliating institution or Baker College will be responsible for the cost thereof, the intent of each party deemed that the students will be responsible for the cost of their own care.

BAKER COLLEGE:

A. Shall provide the AFFILIATING INSTITUTION with the names of students who have been assigned to them at least 15 days prior to each clinical experience.

B. Shall maintain all educational records and reports relating to the clinical experience completed by students at the clinical facility.

C. Shall contact the student's affiliation clinical educator or clinical faculty at least twice during each student's clinical affiliation either by a site visit or telephone call.

D. Shall instruct all of its students assigned to the clinical facility regarding confidentiality of patient and clinical facility records and information.

E. Shall provide an Emergency Medical Services instructor to coordinate the program with the AFFILIATING INSTITUTION. The faculty member shall be responsible for coordinating the students' evaluation experience at Baker College. The instructor member shall not be responsible for the clinical education experience of the AFFILIATE but shall have the authority to evaluate the clinical experience with the AFFILIATE.

F. Shall require College faculty and students to have current immunizations, tuberculin testing, and HBV vaccination; to provide to its students basic education and training as required by OSHA Bloodborne Pathogen Standard 29 CFR Part 1910.1030 or any corresponding regulation that may be enacted by the State of Michigan, and shall maintain records verifying such. The College shall require of its students, at their own expense, Hepatitis B vaccine and shall provide, upon request, documentation that establishes that individuals assigned to the facility have been offered such vaccine and have received (or are in the process of receiving) the vaccine.

G. Shall provide, upon request, a copy of the student's health form including documentation of hepatitis B vaccine.

General Provisions:

A. This Agreement shall be effective upon its execution and shall continue in effect for three (3) years. At the end of the initial term, the Agreement shall renew automatically each year for an additional one (1) year term unless terminated sooner by serving written notice upon the other party sixty (60) days prior to the date of termination.

B. The AFFILIATING INSTITUTION agrees to accept one or more students into the Program. The parties agree to re-evaluate the number of students to be placed with the AFFILIATING
INSTITUTION at least forty-five (45) days prior to the date students will be placed at the site under this agreement.

Miscellaneous:

A. The parties agree that all provisions of the Institutional Training Affiliation Agreement between the parties shall remain in full force and control and effect except when contradicted by this Addendum, in which case this Addendum shall control.

B. This Addendum may be executed in any number of counterparts, including facsimile or an e-mail of a PDF file containing a copy of the signature page of the person executing this document, each of which shall be an original, but all of which together shall constitute one in the same instrument.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]
Jody,

I’m sending three quotes for a K9 insert to be installed in the new patrol unit. I would like to order the one from Canfield Equip for 2422.84.

The funds should come from our new car line item 245 fund.

Thank you

Undersheriff Justin Halladay
Osceola County Sheriff’s Office
325 W. Upton Ave.
Reed City, MI 49677
(231) 832-2288
CANFIELD EQUIPMENT SERVICE, INC.
21533 Mound Road, Warren, MI 48091
Phone: 586.757.2020  Fax: 586.757.2294
SUBMITTED TO 83266196
Osceola County Sheriff
325 W. Upton Ave
Reed City MI 49677
PHONE: 231-832-6196

SHIP TO:
Osceola County Sheriff
325 W. Upton Ave
Reed City MI 49677
CONTACT: JED AVERY

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We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Furnish the following equipment to the Osceola County Sheriff's Office NJPA Pricing

Havis
1

(Does not work in Ford Retail Explorer)
Fits 2013-2016 Ford Police Interceptor Utility
Allows for transportation of both k9 and prisoner
K9 compartment is on the driver side
White Powder Coat Finish
Heavy-Duty aluminum for long lasting durability
Aluminum fold-down interior window guards
Rear door panels
Recommended to order Ford OEM optional AUX air (17A)

Shipped to:
ATTN Jed Avery
325 W. Upton
Reed City, MI 49677

*** CONTINUED NEXT PAGE ***
We hereby submit our quotation, subject to all terms and conditions as set forth below or on attached sheets.

Total: $2,422.84
Ford Interceptor Suv 2013-2014 K-9 Insert with Prisoner Transport

- K9 / prisoner transport insert for 2013-2014 Ford police Interceptor utility allows transportation of both a K9 and a prisoner.
- K9 compartment is on the driver side (see top view diagram for measurement details).
- Single prisoner compartment is on the passenger side and utilizes the OEM single passenger seat and seat belt.
- Maximizes usable space needed for seat travel, driver comfort, visibility, K9 compartment and cargo area size.
- K9 compartment includes sliding front door, rubber matting, dome light and ceiling holes for OEM ceiling vent.
- Prisoner compartment includes front bulkhead with upper clear polycarbonate guard and rear bulkhead.
- Both compartments include aluminum fold-down interior window guards and door panels.
- Emergency exit sliding door between K9/PT compartments (quick release knob on front bulkhead in driver compartment).
- Bolt together system is easy to install.
- Fabricated from heavy-duty aluminum for long-lasting durability.
- Radius corners, molded edges and proper sized ventilation holes.
- Unique white powder coat finish on most parts. window guards and mount brackets are black powder coat finish.
- Works with OEM rear cargo floor / spare tire cover or Havis C-TTP-INUT-1 (rear equipment mount).
- Will not work with Havis C-SBX-101.
- For K9 applications, it is recommended to order the Interceptor utility with the OEM optional aux rear air conditioning. (Ford option code 17A).
- K9 compartment includes mounting location for optional 10" emergency exhaust fan (sold separately).

** This item is made to order ** Item ships truck freight in 4 to 5 weeks.

Installation Instructions (PDF)
Isoview Drawing (JPG)
Havis Products
- Featured Products
- Search by Vehicle Type/Make
- Search by Computer Brand
- Integrated Control System
- Mounting Solutions
- Computing Solutions
- Power Management Solutions
- Transport Solutions
- Prisoner Transport
- K9 Transports
- Vehicle Inserts
  - Ford Interceptor Utility K9 Inserts
  - Chevrolet Tahoe K9 Insert
  - Dodge Charger K9 Insert
- K9 Accessories
- Search by Vehicle
- Replacement Parts
- Equipment Brackets
- Obsolete Products

2013-2016 Ford Police Interceptor Utility K9 Prisoner Transport System. (Does not work in Ford Retail Explorer)
Part # KK-K9-F18-K-PT

Transport Solutions / K9 Transports / Vehicle Inserts

MSRP: $3,265.90

Quantity: 1

Click image for full-sized photo

Product Details:
- K9 / prisoner transport insert for 2013-2016 Ford Police Interceptor Utility allows transportation of both a K9 and a prisoner
- K9 compartment is on the driver side (see top view diagram for measurement details)
- Single prisoner compartment is on the passenger side and utilizes the OEM single passenger seat and seat belt
- Maximizes usable space needed for seat travel, driver comfort, visibility, K9 compartment and cargo area size
- Prisoner compartment includes front bulkhead with upper clear polycarbonate guard and rear bulkhead
- Both compartments include aluminum fold-down interior window guards and door panels
- Emergency exit sliding door between K9PT compartments (quick release knob on front bulkhead in driver compartment)
- Bolt together system is easy to install
- Fabricated from heavy-duty aluminum for long-lasting durability
- Radius corners, molded edges and proper sized ventilation holes
- Unique white powder coat finish on most parts, window guards and mount brackets are black powder coat finish
- Works with OEM rear cargo floor / spare tire cover or Havis C-TTP-INUT-1, C-TTP-INUT-2 and C-TTP-INUT-200
- Will not work with Havis C-SBX-101
- For K9 applications, it is recommended to order the Interceptor Utility with the OEM optional aux rear air conditioning. (Ford option code 17A)
- Does not work in Ford Retail Explorer

Specifications:
- Window guards include bolt on flat panels that can be removed for optional 10" emergency exhaust fan mounting, fan can mount on driver or passenger side
- 10" fan and mount kit for window guard mounting (# wgi-fan option sold separately)
- K9 compartment rear wall includes mounting location for 10" emergency exhaust fan (KK-K9-HA-FKT-10 sold separately)
- 12" fan # KK-K9-HA-FKT-12 not recommended

http://www.havis.com/products/K9_INSERT_K9_PT_INUT_13_16_SP-53654-51139.html
RESOLUTION #2016-0006
OSCEOLA COUNTY, MICHIGAN

TO OPPOSE SECTION 298 OF THE EXECUTIVE BUDGET PROPOSAL FOR FISCAL YEAR 2017

WHEREAS, Community Mental Health for Central Michigan has served for more than 45 years as the public mental health and developmental disabilities services provider for this community, serving approximately 9,000 residents of Clare, Gladwin, Isabella, Mecosta, Midland, and Osceola Counties each year; and

WHEREAS, Community Mental Health for Central Michigan was created by the Clare, Gladwin, Isabella, Mecosta, Midland, and Osceola County Boards of Commissioners as duly authorized under 330.1205 of the Michigan Mental Health Code; and

WHEREAS, Community Mental Health for Central Michigan and 11 other community mental health service programs representing 21 counties created a regional entity to manage Medicaid specialty services as duly authorized under 330.1204b of the Michigan Mental Health Code; and

WHEREAS, Community Mental Health for Central Michigan includes persons and family members of persons receiving mental health and disability services on the Board of Directors as required under 330.1222 of the Michigan Mental Health Code; and

WHEREAS, Community Mental Health for Central Michigan and 11 other community mental health service programs representing 21 counties have required representation from local communities and persons and/or family members of persons receiving mental health and disability services be included on the regional entity Board of Directors managing Medicaid specialty services; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 effectively nullifies the duly authorized actions taken by Community Mental Health for Central Michigan and the 11 other community mental health service programs to create a regional entity under section 330.204b of the Michigan Mental Health Code; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 transfers all Medicaid and Healthy Michigan funding for specialty services to private entities with no accountability to the Clare, Gladwin, Isabella, Mecosta, Midland, and Osceola County Boards of Commissioners; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 transfers all Medicaid and Healthy Michigan funding for specialty services to private entities with no accountability to persons and/or family members of persons receiving mental health and disability services from Community Mental Health for Central Michigan; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 will result in the elimination of specialty mental health services that are accountable to the communities of persons residing in Clare, Gladwin, Isabella, Mecosta, Midland, and Osceola Counties;

THEREFORE BE IT RESOLVED,

That the Osceola County Board of Commissioners opposes Section 298 of the Executive Budget recommendation for 2017 and encourages the Governor, State Senate, and State House of Representatives to prevent it from becoming law.
RESOLUTION TO OPPOSE SECTION 298 OF THE EXECUTIVE BUDGET PROPOSAL FOR FISCAL YEAR 2017

WHEREAS, Bay-Arenac Behavioral Health has served for more than 45 years as the public mental health and developmental disabilities services provider for this community, serving nearly 5,000 residents of Arenac and Bay Counties each year; and

WHEREAS, Bay-Arenac Behavioral Health was created by the Arenac and Bay County Boards of Commissioners as duly authorized under 330.1205 of the Michigan Mental Health Code; and

WHEREAS, Bay-Arenac Behavioral Health and 11 other community mental health service programs representing 21 counties created a regional entity to manage Medicaid specialty services as duly authorized under 330.1204b of the Michigan Mental Health Code; and

WHEREAS, Bay-Arenac Behavioral Health includes persons and family members of persons receiving mental health and disability services on the Board of Directors as required under 330.1222 of the Michigan Mental Health Code; and

WHEREAS, Bay-Arenac Behavioral Health and 11 other community mental health service programs representing 21 counties have required representation from local communities and persons and/or family members of persons receiving mental health and disability services be included on the regional entity Board of Directors managing Medicaid specialty services; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 effectively nullifies the duly authorized actions taken by Bay-Arenac Behavioral Health and the 11 other community mental health service programs to create a regional entity under section 330.204b of the Michigan Mental Health Code; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 transfers all Medicaid and Healthy Michigan funding for specialty services to private entities with no accountability to the Arenac and Bay County Boards of Commissioners; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 transfers all Medicaid and Healthy Michigan funding for specialty services to private entities with no accountability to persons and/or family members of persons receiving mental health and disability services from Bay-Arenac Behavioral Health; and

WHEREAS, Section 298 of the Executive Budget recommendation for 2017 will result in the elimination of specialty mental health services that are accountable to the communities of persons residing in Arenac and Bay Counties;

THEREFORE BE IT RESOLVED,

That the Arenac County Board of Commissioners opposes Section 298 of the Executive Budget recommendation for 2017 and encourages the Governor, State Senate, and State House of Representatives to prevent it from becoming law.
RESOLUTION

To: The Honorable Board of Commissioners
   Huron County
   Michigan

WE, the LEGISLATIVE COMMITTEE, respectfully beg leave to submit the following resolution for your consideration:

WHEREAS, Huron Behavioral Health has served for 45 years as the public mental health and developmental disabilities services provider for this community, serving the 3,000 residents of Huron County each year; and

WHEREAS, Huron Behavioral Health was created by the Huron County Board of Commissioners as duly authorized under 330.1205 of the Michigan Mental Health Code; and

WHEREAS, Huron Behavioral Health and 11 other community mental health service programs representing 21 counties created a regional entity to manage Medicaid specialty services as duly authorized under 330.1204b of the Michigan Mental Health Code; and

WHEREAS, Huron Behavioral Health includes persons and family members of persons receiving mental health and disability services on the Board of Directors as required under 330.1222 of the Michigan Mental Health Code; and

WHEREAS, Huron Behavioral Health and 11 other community mental health service programs representing 21 counties have required representation from local communities and persons and/or family members of persons receiving mental health and disability services be included on the regional entity Board of Directors managing Medicaid specialty services; and

WHEREAS, Section 298 of the Executive Budget recommendation for FY 2017 effectively nullifies the duly authorized actions taken by Huron Behavioral Health and the 11 other community mental health service programs to create a regional entity under section 330.204b of the Michigan Mental Health Code; and

WHEREAS, Section 298 of the Executive Budget recommendation for FY 2017 transfers all Medicaid and Healthy Michigan funding for specialty services to private entities with no accountability to the Huron County Boards of Commissioners nor to persons and/or family members of persons receiving mental health and disability services from Huron Behavioral Health; and

WHEREAS, Section 298 of the Executive Budget recommendation for FY 2017 will result in the elimination of specialty mental health services that are accountable to the communities of persons residing in Huron County; now

THEREFORE, BE IT RESOLVED that the Huron County Board of Commissioners opposes Section 298 of the Executive Budget recommendation for FY 2017 and encourages the Governor, State Senate, and State House of Representatives to prevent it from becoming law; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Michigan counties, Senator Phil Pavlov, Representative Ed Canfield, Governor Rick Snyder, and the Michigan Association of Counties.
Respectfully submitted,

LEGISLATIVE COMMITTEE

John A. Nugent, Chairman

Rich Swartzendruber, Vice Chairman

David G. Peruski, Member

Dated: February 23, 2016

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RESOLUTION: ☐ ADOPTED ☐ DEFEATED ☐ TABLED
Huron County Board of Commissioners  
Huron County Building, 3rd floor  
250 E. Huron Ave.  
Bad Axe, MI 48413  

February 12, 2016

Dear Chairman Bodis and Members of the Board of Commissioners:

On Wednesday of this week, Governor Rick Snyder released his FY17 executive budget recommendations to the joint House and Senate Appropriations Committee. In the boilerplate recommendations (section 298), the Governor is calling for the behavioral health benefits to be "carved-back in" or merged into the physical health benefit offered by the health plans. He is further calling for this to be completed by the end of the fiscal year (September 30, 2017).

There are many reasons that I deeply oppose this recommendation and believe it is the wrong step to take. If approved, Section 298 would assign responsibility for the behavioral health services to for-profit organizations and would result in the LARGEST cut to behavioral health services ever in Michigan – $300 million. This would effectively eliminate the public safety net for our citizens.

"Carving-in" or merging the mental health/behavioral health services with physical health services has been attempted in many other states. The experience in those other states has been that the people struggling with severe and persistent mental illnesses and those with intellectual or developmental disabilities do not receive the services, treatment and support they need. The experience shows the health plans do a fantastic job treating and managing the cost of physical health issues, but have no experience in working with people that need long-term care and support. Further, they do not have the resources to deal with the wide range of social issues that come along with a severe mental illness (i.e., homelessness, lack of employment, lack of resources for food and basic self-care, etc.). The people struggling with severe mental illness and other disabilities do not receive the supports they need to recover or to become or remain a productive member of their community. In fact, this will do the opposite and most likely those struggling with intellectual/developmental disabilities will be unable to get the long-term supports they require to become and remain in the least restrictive setting possible.

I could discuss my concerns at length, but I will get to my point. I am strongly urging you to pass a resolution opposing section 298 in the boilerplate of the Governor’s FY17 budget recommendations. I further urge you to reach out to Senator Phil Pavlov and Representative Ed Canfield and press upon them to also oppose this policy direction and budget language.

Feel free to contact me should you have any further questions. Thank you. Sincerely,

Suzanne Prich  
Executive Director

Hank Weltenbemer, Chairperson  
Pamela Kahler, Vice-Chairperson  
Beverly Wiltsie, Secretary  
Bruce Gibb  

Steven Grimes  
Dale Koehler  
Richard Koehler  
Peter J. Ney

John Nugent  
J. Dean Smith  
Robert Witherspoon  
Joann Yott
Michigan's public mental health system is considered to be a carve-out service model. More specifically, it allows for the public mental health system to provide specialty mental health services not offered by tradition Medicaid Health plans (including assistance with housing, employment, transportation, community inclusion, and case management to name a few).

"Boilerplate" language at the end of Governor Snyder's 408-page executive budget bill, Section 298, calls for carving in behavioral health benefits to the health plans by the end of fiscal year 2017, which ends Sept. 30, 2017.

Section 298 would result in the largest cut to behavioral health services in Michigan's history - $300 million.

This change would drastically impact more than 300,000 Michigan residents who receive valuable services through the public mental health system, as well as the family, friends, neighbors, and co-workers who are involved in their lives.

Section 298 Local match, Each PIHP shall provide, from internal resources, local funds to be used as a bona fide part of the state match required under the Medicaid program in order to increase capitation rates for PIHPs. These funds shall not include either state funds received by a CMHSP for services provided to non-Medicaid recipients or the state matching portion of the Medicaid capitation payments made to a PIHP.

What is the difference between publicly operated systems and for-profit entities?

- A publically operated system reinvests resources back into services, not profits and have a long history of actively seeking out and serving the needs of vulnerable community members with complex cross-system needs.

- Publicly operated systems also minimize administrative costs, ensuring that the greatest share of the healthcare dollar goes to serving consumers.

- For-Profit entities by law are focused on maximizing its value to its shareholders and have a business model which avoids risk.

Privatization will reduce services at the local level:

| Current funding | Promised Savings | Higher Admin Costs | Profit | Reduced funding for services |
Michigan's Prepaid Inpatient Health Plan system has an average overhead cost of 6%, giving them a medical loss ratio of 94%. (Medical Loss ratio = the amount spent on actual services and care.)

For-profit health plans have an average overhead cost of 15-17%.

Some states have transferred one or two service populations to traditional plans, no state has transferred all three, which include intellectual/developmental disabilities, mental illness, and substance use disorders.

Maintaining the public safety net is critical for Michigan's most vulnerable people.

- Michigan's behavioral healthcare system is interwoven into the fabric of the communities, in which they work, maintaining a close working relationship with education, law enforcement, judiciary, housing and homeless services providers.

  - Local CMHs are public entities, either an official county agency or an authority, which is a public governmental entity separate from the county or counties that establish it.

  - PIHP boards are made up of appointees from the CMHs within their respective regions.

  - Huron Behavioral Health collaborates and works closely with community partners: Law Enforcement – county and towns; Court system, Jail; Health Department; Veteran's Services; Hospitals, including long-term care settings; Schools; ISD; DHS; Senior Council and Human Development Commission; Community Coalitions; Local/Private Providers; and Primary Care Providers.

- Private entities do not have the same obligations to the community as the public behavioral health system.

  - There is no public oversight or accountability of the resources and no connection to the county safety net.

  - One example, the corporate offices for Molina, one of the health plans in Michigan, is headquartered in Long Beach, California. There is no investment or tie back to the local communities.

More information available on the Michigan Association of Community Mental Health Boards (MACMHB) website: [www.macmhb.org](http://www.macmhb.org)
Examples of Carve-In/For-Profit Impact on Other States

**North Carolina**
- Few providers are willing to work for Medicaid reimbursement rates and deal with the red tape associated with the new system.
- Many programs failed because of low reimbursement rates, changing rules, and the expense of dealing with the bureaucracy.
- Hospitals are extremely overcrowded, people are not receiving necessary care, and patients are released without follow-up care plans.

**Illinois**
- Two state operated in-patient, acute psychiatric facilities have closed, along with six public mental health clinics.
- The state has seen a 19% increase in emergency room visits among people experiencing psychiatric a crisis.

**Wisconsin**
- System forced to focus less on continued care and more on emergency psychiatric treatment - very large dependence on emergency care system.
- Doctors only have 24 hours to decide if the individual meets the legal requirement of dangerousness.
- Shortage of hospital beds available to mental health patients, along with a shortage in outpatient mental health care.

**Arizona (Privatized care within the correctional facilities.)**
- Eight suicides occurred in the first eight months.
- Health care spending in prisons dropped by nearly $30 million.
- Denials of care, lack of timely emergency treatment, failure to provide medication and medical devices, failure to provide care and protection from infectious diseases, denial of specialty care and referrals, and insufficient mental health treatment.

**New Mexico**
- Managed Care Organization (MCO) paid a fixed amount for each person enrolled. Amount varied depending on the person – newly diagnosed/eligible is a much lower rate than someone on SSI/disability. Creates an incentive to reduce/restrict the services provided because the difference between the amount paid per person and the cost of services is profit for the MCO.
- MCOs do not have experience in long-term care services and supports.
- Very difficult to get services other than personal care or attendant care services.
- No experience in providing long-term therapies, employment support, assisted living, respite care, etc.
- Heavy reliance on "natural supports" – getting family members and others to voluntarily provide services (not billable, not reimbursed/no cost to MCO).
- Little evidence of actual integration of physical and behavioral health care.