COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, December 5, 2017
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, 9:30 a.m.

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

1. Meeting Called to Order by Chairperson.

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


4. Employee/Board Comments.

5. Consider Approval of the Minutes of November 21, 2017.

6. Consider Payment of Claims.

7. Old Business:
   A. Recognition of Sheriff Officers’ Life Saving Awards – Larry Emig.
   B. Discuss Building Permit Processes, Inspections & Code Enforcement – Don Labrenz II.
   C. Discuss Items – Susan Vander Pol:
      1. Medical Examiner Contract
      2. Process for Selling County Properties
      3. Compensatory Time
   D. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.

8. New Business:
   A. Discuss C.O.A. Items – Scott Schryer:
      1. Keeping the Memory Alive Contract
      2. Bidding out for Handicap Van

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
NOVEMBER 21, 2017

The Committee meeting was called to order at 9:40 a.m. by Chairman Emig.

Present: Commissioners Pam Wayne, Jack Nehmer, Jill Halladay, Larry Emig, Roger Elkins, Alan Tiedt and Mark Gregory.

Also present: Scott Schryer-C.O.A. Director, Lori Leudeman-County Treasurer, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and other members of the public.

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

Brief Public Comment: None.

Employee/Board Comment: None.

Motion by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the minutes from November 7, 2017 and November 13, 2017. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the current claims of the County in the amount of $64,017.34. Recommendation was unanimously supported.

E.M.D. 2017 E.M.P.G. Grant Agreement
Mark Watkins, E.M.D. Director, presented the 2017 E.M.P.G. Grant for Board approval. A brief discussion followed.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the 2017 Emergency Management Department E.M.P.G. Grant as presented. Recommendation was unanimously supported.

Medical Examiner Contract
Lisa Kaspriak-Medical Examiner Assistant, spoke to Board members regarding the proposed contract changes. She expressed concern regarding recent correspondence expressing displeasure with their services serving as Medical Examiner for the County. A lengthy discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to allow the Attorney opinion regarding medical examiner services to be public. Recommendation was unanimously supported.

Budget Amendments and Cash Transfers
Commissioner Tiedt reviewed the budget amendments and cash transfers received.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments and cash transfers as presented. Recommendation was unanimously supported.
Committee Minutes  
November 21, 2017

**VoIP Telephone Installation/Jive Communications**
Susan Vander Pol, County Coordinator, advised the installation is complete and lines have been transferred. She spoke about the dispute filed with AT&T regarding costs and transfer of lines by them. AT&T is not willing to waive any fees and advised we can either pay the outstanding invoices or litigate. Discussion was held. Susan was advised to pay the outstanding invoices.

**Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to write a letter to AT&T expressing the County’s displeasure in how the transfer of service and porting of numbers was handled and the additional charges incurred by the County during the transition. Recommendation was unanimously supported.**

**C.O.A. Sale of Vans**
Scott Schryer, C.O.A. Director, explained that he wants to dispose of two (2) old vans that are broken. He would like to ask for a minimum bid of $150. Discussion was held.

**Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to sell two vehicles used at Commission on Aging for minimum bids of $150 or if unsold take for scrap. Recommendation was unanimously supported.**

**C.O.A. Annual Christmas Party**
Scott Schryer, C.O.A. Director, advised the annual Christmas Party for Seniors is set for December 6th at the Evart Fairgrounds. Since staff will be working the luncheon he requested to close their business office on that day. Discussion followed.

**Recommended by Commissioner Elkins, seconded by Commissioner Gregory, to have the annual senior holiday luncheon on December 6th and close the C.O.A. office for services to allow staff to work the luncheon. Recommendation was unanimously supported.**

**C.O.A. Annual Christmas Party/Entertainment**
Scott Schryer, C.O.A. Director, explained that Jake Slater will be providing the entertainment for their annual senior Christmas party. Mr. Slater will be providing a contract for signature; however, the contract has not yet been received. Discussion was held.

**Recommended by Commissioner Nehmer, seconded by Commissioner Elkins, to approve Jake Slater to provide entertainment for the C.O.A. holiday luncheon for two hours at a cost of $650. Recommendation was unanimously supported.**

**Animal Control Fees**
Susan Vander Pol, County Coordinator, referred to information received during the budget submissions from Animal Control regarding changes in fees. Discussion was held.

**Recommended by Commissioner Wayne, seconded by Commissioner Halladay, to approve a change in Animal Control fees to $10.00 for cat/dog surrender and puppies and kittens at $5.00 each or maximum of $15.00 for a litter; Euthanasia will be $60 or $65 if the body is left with Animal Control. Recommendation was unanimously supported.**
Clerk Document Mailing Fee
Karen Bluhm, County Clerk, spoke to Board members about the cost of mailing multiple copies of documents, especially vital records. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Wayne, to set a mailing fee of $2.50 for Clerk’s office mailing of documents. Recommendation was unanimously supported.

Flexible Spending Account
Karen Bluhm, County Clerk, advised Board members that IRS rules have changed regarding the amount allowable to employees for their flexible spending accounts. It has raised from $2600 to $2650 and it is up to the County on how much they wish to allow for their employees. Discussion followed.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to raise the Flexible Spending Account limit to $2,650. Recommendation was unanimously supported.

2018 County Budget
Susan Vander Pol, County Coordinator, spoke about some unexpected revenues which will have a positive affect on our current 2017 budget. This boost in 2017 helps the 2018 budget moving forward. Susan asked for the Board to approve the proposed budget as it is currently presented so the County doesn’t lose it’s first quarter Revenue Sharing funding from the State. Discussion was held.

Recommended by Commissioner Wayne, seconded by commissioner Elkins, to approve the 2018 Budget Resolution/General Appropriations Act. Recommendation was unanimously supported.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to allocate the 2018 budget. Recommendation was unanimously supported.

Other Business: Several Commissioners expressed concern with complaints received from constituents regarding our Building Inspector. Discussion was held and our Building Inspector will be invited to the next Board meeting.

Employee/Board Comments: None.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Gregory, to adjourn at 12:20 p.m.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman
Medical Examiner Contract

THIS AGREEMENT made and entered into this ______ day of _________________, ____, by and between the COUNTY OF OSCEOLA, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and Paul A. Wagner, D.O. and Mid Michigan Medical Examiners Group LLC (MMMEG) (hereinafter referred to as the “Contractors”)

WITNESSETH:

WHEREAS, Paul A. Wagner has been appointed OSCEOLA County Medical Examiner by the County Board of Commissioners pursuant to 1953 P.A. 181, as amended, MCLA 52.201 et seq. (hereinafter referred to as the “County Medical Examiners Act”); and

WHEREAS, the County and the Contractors desire to set forth the terms and conditions of Paul A. Wagner’s appointment and Mid Michigan Medical Examiners Group LLC terms in writing.

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

FIRST: Services to be provided by the Contractors. Paul A. Wagner, during the duration of the Agreement and pursuant to the County Medical Examiner’s Act, shall serve as the OSCEOLA County Medical Examiner performing the duties as outlined to the attached Statement of Work, labeled Exhibit “A” and “B” which is hereby incorporated by reference into this Agreement and made a part hereof.

SECOND: Compensation. Paul A. Wagner shall be compensated for the services rendered pursuant to this Agreement as follows with payment made to and accepted by Mid Michigan Medical Examiners Group, LLC on Paul A. Wagner’s behalf:

1. Issuing Death Certificates.

2. Conducting on-scene investigations in all cases of persons who have come to their death by violence, or whose death is unexpected, or without medical attendance during forty-eight (48) hour prior to the hour of death unless the attending physician, if any, is able to determine accurately the cause of death, whether the result of an abortion, whether self-induced or otherwise, or the death of any prisoner in a County or City jail. This provision shall not restrict the Contractor’s right to employ medical investigators as permitted by law.

3. Court preparation and appearances.

4. Issuing cremation permits.

See Exhibit “B” Autopsy/Toxicology, Transportation and Site Investigators’ compensation. Compensation may be adjusted, if approved by the County through fiscal budgeting. Mileage shall be paid equal to that of the County rate. Special Case $100 stipend shall be reviewed on an individual basis by the Board of Commissioners.

THIRD: Billings submitted by Paul A. Wagner or Mid Michigan Medical Examiners Group, LLC. shall be paid within sixty (60) days of receipt by the County unless a dispute exists over the amount claimed due and owing.
FOURTH: **Maintenance of Records.** The Contractors shall prepare, keep, and maintain records verifying expenses and performance of services for which the Contractors have been compensated pursuant to this Agreement. Paul A. Wagner will maintain a record on every death reported to the office, whether or not jurisdiction is accepted. This retention shall be in Paul A. Wagner’s office for 3 years then turned over to the County offices for storage.

FIFTH: **County’s Retention of Records.** The County shall have the sole and exclusive right to the retention of all original case records pertaining to the services rendered by the Contractors pursuant to this Agreement. The Contractors shall have access to appropriate case records when such access is required for performance of services to be provided under this Agreement. Upon the completion or termination of the Agreement, all original case records in the Contractors’ possession shall be turned over to the County. Nothing contained in this provision shall prohibit Paul A. Wagner from retaining copies of any case records prepared in his capacity of Medical Examiner.

SIXTH: **Compliance with the Law.** The Contractors, while engaging in any activity pursuant to this Agreement, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations. Further, they shall not advocate, nor assist in violating any laws of the United States of the State of Michigan.

SEVENTH: **License Requirements.** Paul A. Wagner shall meet all federal, state, and local license and or authorization requirements to practice medicine. Failure to obtain and/or maintain any license and authorization requirements to practice medicine and/or loss of the same shall result in the immediate and automatic termination of this Agreement.

EIGHTH: **Nondiscrimination.** The Contractors shall comply with all applicable federal, state, and local laws and regulations prohibiting discrimination. Breach of this covenant shall be regarded as a material breach of this Agreement.

NINTH: **Status.** It is expressly understood and agreed that the Contractors, administrative personnel, and non Osceola County employee Medical Examiner Investigators, shall not be, nor be held out as, employees of the County and shall not be entitled to any fringe benefits of the County including, but not limited to, health and accident insurance, life insurance, paid sick or vacation leave, or longevity. The Private Contractors shall be responsible for withholding and payment of all applicable taxes, including income and social security taxes to the proper federal, state, and local governments, which arise out of this Agreement. The Contractors will also be responsible to carry workers compensation and liability insurance as applicable.

TENTH: **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power, or privilege there under shall operate as a waiver thereof, nor shall single or partial exercise of any right, power, or privilege preclude any other or further exercise of any right, power, or privilege.

ELEVENTH: **Amendment of the Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

TWELFTH: **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this agreement.

THIRTEENTH: **Completeness of the Agreement.** This Agreement and the Exhibits “A” and “B” attached hereto contain all the terms and conditions agreed upon by the parties hereto, and no other
agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

FOURTEENTH: Agreement Period and Termination. This Agreement shall become effective on the 1st day of January, 2018, and shall continue until the expiration of the term of appointment, which shall be December 31, 2021.

Notwithstanding any other provisions in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon sixty (60) days prior written notification to the other party and pursuant to the County Medical Examiner’s Act, MCL 52.201 et seq.

FIFTEENTH: Invalid Provisions. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality or unenforceability of this Agreement.

SIXTEENTH: Certification. The person signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on the day and year first above written.

WITNESSED BY: COUNTY OF OSCEOLA:

____________________________

Chairperson
OSCEOLA County Board of Commissioners

WITNESSED BY: CONTRACTOR:

____________________________

Paul A. Wagner, D.O.

____________________________

Mid Michigan Medical Examiners Group, LLC
EXHIBIT A

Statement of Work

Paul A. Wagner, as the OSCEOLA County Medical Examiner, shall perform the following duties:

1. Perform all statutory duties of Medical Examiner set forth in 1953 P.A. 181, as amended, MCLA 52.201, et seq.

2. Ensure that all portions of the County are continuously covered by either the Medical Examiner or an approved physician.


4. Provide in-service training to Medical Examiner Investigators.

5. Cooperate with all law enforcement agencies with the County in the investigation of deaths.

6. Arrange with other physicians for providing of autopsies, when need arises.

7. Furnish space for three years of records compiled in the performance of the Medical Examiner’s duties.


10. Paul A. Wagner shall carry insurance of at least one million dollars, naming Osceola County as additional insured on the policy and including contractual provisions protecting Osceola County from liability, including indemnification and Hold Harmless provisions.
EXHIBIT B

PAYMENT SCHEDULE

The annual fee offered for 4 years (2018, 2019, 2020, 2021) with an annual increase of 3%.

Medical Examiner Service fees to be paid quarterly to Mid Michigan ME Group, LLC: $26,000

Autopsy/Care Related Death Costs 19,350
including Toxicology, MEI, Transportation:
(This line is for Budget purposes only, actual bills submitted to county for payment. End of the year surplus remains within the county.)

Cremation Income: Estimated 90 Requests @ $50/ea= $4,500 less 0% handling fee= $ -4,500
No handling fee at this time.

One-Time Training/Implementation Set up Fee: $0

Additional Service Fee for Court Appearances and Mileage: $100/hour + standard mileage fee

Medical Examiner Investigators: Osceola County Emergency Medical Services Employees who are approved MEI’s by Paul A. Wagner will be utilized through December 31, 2017 based upon their training levels. If an Osceola County MEI is unavailable, and MEI will be utilized as determined by the Medical Examiner.

Payment for MEI services will be as provided by the GELC union contract for the period of January 1, 2018 through December 31, 2018. Non County employed MEI’s will be reimbursed based on salary study for region, level of experience/expertise and type of service provided. Range shall not exceed $220/case. Any increase in this will warrant a review by the BOC. Mileage shall be paid equal to that of county rate.

Autopsy, toxicology, and transportation cost shall be negotiated by the contractor. Any questions may be directed to the administrator or other designated person(s) of the office. The contractor continues to be part of an initiative to help reduce autopsy costs for the county.

Osceola County purchased supplies for the intent of the Medical Examiner’s Office may be utilized by the contractor for further use to investigate deaths and serve the citizens of Osceola County as determined by the Emergency Medical Services Director and as allowable under current Michigan Department of Treasurer appropriate use of public funds. (i.e. but not limited to Investigative Cameras, Body Bags, Evidence Bag & Tape, Equipment Nylon Go Bags, Rulers/Tape Measures, Child Death SUIDI Dolls).
WORKFORCE OPPORTUNITY WAGE ACT (EXCERPT)
Act 138 of 2014

408.414a Compensation for workweek in excess of 40 hours; exceptions; rules; unpaid minimum wages; appropriation; compensatory time in lieu of monetary overtime compensation.

Sec. 4a. (1) Except as otherwise provided in this act, an employee shall receive compensation at not less than 1-1/2 times the regular rate at which the employee is employed for employment in a workweek in excess of 40 hours.

(2) This state or a political subdivision, agency, or instrumentality of this state does not violate subsection (1) with respect to the employment of an employee in fire protection activities or an employee in law enforcement activities, including security personnel in correctional institutions, if any of the following apply:

(a) In a work period of 28 consecutive days, the employee receives for tours of duty, which in the aggregate exceed 216 hours, compensation for those hours in excess of 216 at a rate not less than 1-1/2 times the regular rate at which the employee is employed. The employee's regular rate shall be not less than the statutory minimum hourly rate.

(b) For an employee to whom a work period of at least 7 but less than 28 days applies, in the employee's work period the employee receives for tours of duty, which in the aggregate exceed a number of hours which bears the same ratio to the number of consecutive days in the employee's work period as 216 bears to 28 days, compensation for those excess hours at a rate not less than 1-1/2 times the regular rate at which the employee is employed. The employee's regular rate shall be not less than the statutory minimum hourly rate.

(c) If an employee engaged in fire protection activities would receive overtime payments under this act solely as a result of that employee's trading of time with another employee pursuant to a voluntary trading time arrangement, overtime, if any, shall be paid to employees who participate in the trading of time as if the time trade had not occurred. As used in this subdivision, "trading time arrangement" means a practice under which employees of a fire department voluntarily substitute for one another to allow an employee to attend to personal matters, if the practice is neither for the convenience of the employer nor because of the employer's operations.

(3) This state or a political subdivision, agency, or instrumentality of this state engaged in the operation of a hospital or an establishment that is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or developmentally disabled who reside on the premises does not violate subsection (1) if both of the following conditions are met:

(a) Pursuant to a written agreement or written employment policy arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted instead of the workweek of 7 consecutive days for purposes of overtime computation.

(b) For the employee's employment in excess of 8 hours in a workday and in excess of 80 hours in the 14-day period, the employee receives compensation at a rate of 1-1/2 times the regular rate, which shall be not less than the statutory minimum hourly rate at which the employee is employed.

(4) Subsections (1), (2), and (3) do not apply to any of the following:

(a) An employee employed in a bona fide executive, administrative, or professional capacity, including an employee employed in the capacity of academic administrative personnel or teacher in an elementary or secondary school. However, an employee of a retail or service establishment is not excluded from the definition of employee employed in a bona fide executive or administrative capacity because of the number of hours in the employee's workweek that the employee devotes to activities not directly or closely related to the performance of executive or administrative activities, if less than 40% of the employee's hours in the workweek are devoted to those activities.

(b) An individual who holds a public elective office.

(c) A political appointee of a person holding public elective office or a political appointee of a public body, if the political appointee described in this subdivision is not covered by a civil service system.

(d) An employee employed by an establishment that is an amusement or recreational establishment, if the establishment does not operate for more than 7 months in a calendar year.

(e) An employee employed in agriculture, including farming in all its branches, which among other things includes: cultivating and tilling soil; dairying; producing, cultivating, growing, and harvesting agricultural or horticultural commodities; raising livestock, bees, fur-bearing animals, or poultry; and a practice, including forestry or lumbering operations, performed by a farmer or on a farm as an incident to or in conjunction with farming operations, including preparation for market, delivery to storage, or delivery to market or to a carrier for transportation to market or processing or preserving perishable farm products.

(f) An employee who is not subject to the minimum hourly wage provisions of this act.
(5) The director of the department of licensing and regulatory affairs shall promulgate rules under the administrative procedures act of 1969, 1969 PA 306, MCL 24.201 to 24.328, to define the terms used in subsection (4).

(6) For purposes of administration and enforcement, an amount owing to an employee that is withheld in violation of this section is unpaid minimum wages under this act.

(7) The legislature shall annually appropriate from the general fund to each political subdivision affected by subsection (2) an amount equal to the difference in direct labor costs before and after the effective date of this act arising from any change in existing law that results from the enactment of subsection (2) and incurred by the political subdivision.

(8) In lieu of monetary overtime compensation, an employee subject to this act may receive compensatory time off at a rate that is not less than 1-1/2 hours for each hour of employment for which overtime compensation is required under this act, subject to all of the following:

(a) The employer must allow employees a total of at least 10 days of leave per year without loss of pay and must provide the compensatory time to the employee under either of the following:

(i) Applicable provisions of a collective bargaining agreement, memorandum of understanding, or any other written agreement between the employer and representative of the employee.

(ii) If employees are not represented by a collective bargaining agent or other representative designated by the employee, a plan adopted by the employer and provided in writing to its employees that provides employees with a voluntary option to receive compensatory time off for overtime work when there is an express, voluntary written request to the employer by an individual employee for compensatory time off in lieu of overtime pay before the performance of any overtime assignment.

(b) The employee has not earned compensatory time in excess of the applicable limit prescribed by subdivision (d).

(c) The employee is not required as a condition of employment to accept or request compensatory time. An employer shall not directly or indirectly intimidate, threaten, or coerce an employee for the purpose of interfering with the employee's rights under this section to request or not request compensatory time off in lieu of payment of overtime compensation for overtime hours, or requiring an employee to use compensatory time. In assigning overtime hours, an employer shall not discriminate among employees based upon an employee's choice to request or not request compensatory time off in lieu of overtime compensation. An employer who violates this subsection is subject to a civil fine of not more than $1,000.00.

(d) An employee may not accrue more than a total of 240 hours of compensatory time. An employer shall do both of the following:

(i) Maintain in an employee's pay record a statement of compensatory time earned by that employee in the pay period that the pay record identifies.

(ii) Provide an employee with a record of compensatory time earned by or paid to the employee in a statement of earnings for the period in which the compensatory time is earned or paid.

(e) Upon the request of an employee who has earned compensatory time, the employer shall, within 30 days following the request, provide monetary compensation for that compensatory time at a rate not less than the regular rate earned by the employee at the time the employee performed the overtime work.

(f) An employee who has earned compensatory time authorized under this subsection shall, upon the voluntary or involuntary termination of employment or upon expiration of this subsection, be paid unused compensatory time at a rate of compensation not less than the regular rate earned by the employee at the time the employee performed the overtime work. A terminated employee's receipt of or eligibility to receive monetary compensation for earned compensatory time shall not be used by either of the following:

(i) The employer to oppose an employee's application for unemployment compensation under the Michigan employment security act, 1936 (Ex Sess) PA 1, MCL 421.1 to 421.75.

(ii) The state to deny unemployment compensation or diminish an employee's entitlement to unemployment compensation benefits under the Michigan employment security act, 1936 (Ex Sess) PA 1, MCL 421.1 to 421.75.

(g) An employee shall be permitted to use any compensatory time accrued under this subsection for any reason unless use of the compensatory time for the period requested will unduly disrupt the operations of the employer.

(h) Unless prohibited by a collective bargaining agreement, an employer may terminate a compensatory time plan upon not less than 60 days' notice to employees.

(i) As used in this subsection:

(i) "Compensatory time" and "compensatory time off" mean hours during which an employee is not working and for which the employee is compensated in accordance with this subsection in lieu of monetary
overtime compensation.

(ii) "Overtime assignment" means an assignment of hours for which overtime compensation is required under this act.

(iii) "Overtime compensation" means the compensation required under this section.

STATEMENT OF POLICY

Employees who work in addition to their regularly scheduled hours shall be entitled to either overtime or compensatory time, at the discretion of the Department Head and within the annual funding limits allocated by the County Board of Commissioners. Overtime and/or compensatory time worked or taken shall be approved, in advance by the department head or their authorized representative. An employee’s request to use compensatory time shall be scheduled and taken at the discretion of the department head within the guidelines of the Fair Labor Standards Act. Overtime and compensatory time shall be paid or calculated at the straight time regular rate up to 40 hours per week. Overtime and compensatory time shall be paid at the rate one and one-half (1-1/2) the regular hourly rate for all hours worked over 40 hours per week.

Compensatory time earned shall be taken within six months (thirteen pay periods) of the date it was earned, or it will be paid out in cash. Should an employee be required to cash out their compensatory time, and there are no appropriated funds for overtime within the department’s budget, the department head shall be required to transfer funds from their existing department appropriations to the overtime line-item to compensate the employee.
Compensatory time in Union contracts and General County Policy.

Union – Road Patrol – Section 14.2 Overtime

B. An employee, may, at his option, elect compensatory time in lieu of payment of overtime. Compensatory time shall be earned at the rate of time and one-half (1-1/2). Compensatory time can be accumulated to a maximum of forty-eight (48) hours. All accumulated compensatory time must be used by the end of the year it is accrued in. Any time not used by the end of the year will be paid out to the employee. (School liaison officers must use accumulated compensatory time during the school year)

Union – Corrections – Section 14.2 Overtime

B. Compensatory time may be requested by the employee, and the Sheriff or designee at his/her discretion may grant compensatory time off when the use of the compensatory time does not unduly disrupt the operation of the Sheriff's Office/Agency. The employer will offer the requested vacant position off also to part-time or the Sergeants.

Compensatory time may be earned up to the amount of 36 hours. All accumulated compensatory time must be used by the end of the year it is accrued in. Any time not used by the end of the year will be paid out to the employee in January at the previous year’s rate of pay.

Union – Command Staff – Section 14.2 Overtime

B. An employee, may, at his option, elect compensatory time in lieu of payment of overtime. Compensatory time shall be earned at the rate of time and one-half (1½). Compensatory time may be accumulated up to forty-eight (48) hours. All accumulated compensatory time must be used by the end of the year it is accrued in. Any time not used by the end of the year will be paid out to the employee.
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

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EXPENSES:

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Osceola Comm On Aging
Department

Department Head Signature

Board of Commissioners/Representative

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

11-27-17 Date
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>From Dr.</td>
<td>268.000.695.000</td>
<td>$(<strong><strong>,</strong></strong>)</td>
<td>$(____,120)</td>
</tr>
<tr>
<td>App F.B.</td>
<td>267.000.699.001</td>
<td>$(<strong><strong>,</strong></strong>)</td>
<td>$(____,120)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$(<strong><strong>,</strong></strong>)</td>
<td>$(<strong><strong>,</strong></strong>)</td>
</tr>
</tbody>
</table>

EXPENSES:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trans Out</td>
<td>267.000.999.000</td>
<td>$(____,120)</td>
<td>$(<strong><strong>,</strong></strong>)</td>
</tr>
<tr>
<td>Off. Exp.</td>
<td>268.000.727.000</td>
<td>$(____,120)</td>
<td>$(<strong><strong>,</strong></strong>)</td>
</tr>
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<td></td>
<td>$(<strong><strong>,</strong></strong>)</td>
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<td>$(<strong><strong>,</strong></strong>)</td>
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<td></td>
<td></td>
<td>$(____,240)</td>
<td>$(____,240)</td>
</tr>
</tbody>
</table>

DARE/DRUG FUND OPER
Department

L. Anderson
Department Head Signature

Board of Commissioners/Representative

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

11-20-17 Date

EXPLANATION: To cover DARE Expense since DARE Fund has no cash.
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

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

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED</th>
<th>TRANSFER</th>
<th>REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: 261 DOUG FUND OPER</td>
<td>$</td>
<td>$120</td>
<td>$</td>
</tr>
<tr>
<td>TO: 268 DARE FUND</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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
- (X) 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.

- (X) By direction of the Board
- ( ) By direction of the Finance Committee

Date: __11-20__2017

Chairman

Finance Chairperson
County of Osceola

BUDGET AMENDMENT

TO: County Treasurer and County Clerk

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

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

REVENUE:

<table>
<thead>
<tr>
<th>ACCT. NAME</th>
<th>ACCOUNT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>267.000.697.00</td>
<td>$(       ) $( 2,000)</td>
<td></td>
</tr>
<tr>
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<td></td>
<td>$(       ) $(       )</td>
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<td>$(       ) $(       )</td>
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<th>ACCOUNT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>267 Transfer Out</td>
<td>267.000.998.00</td>
<td>$( 2,000)</td>
<td>$(       )</td>
</tr>
<tr>
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<td></td>
<td>$(       ) $(       )</td>
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<td>$(       ) $(       )</td>
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</tr>
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<td></td>
<td>$(       ) $(       )</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL $(       ) $(       )

267 Drug Operations
Department

Susan M. Viard, R0
Department Head Signature

Board of Commissioners/Representative

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

11.27.17 Date

EXPLANATION: Budget correction to adjust General Fund transfer in ($5,500) & 267 Transfer Out Short ($3,500)
COUNTY OF OSCEOLA

BUDGET AMENDMENT

TO: COUNTY TREASURER AND COUNTY CLERK

AS PROVIDED IN THE UNIFORM BUDGETING AND ACCOUNTING ACT OF 1978, AS AMENDED, AND AS APPROVED BY THE DIRECTION OF THE BOARD OF COMMISSIONERS OR AS ESTABLISHED BY POLICY, IT IS HEREBY AUTHORIZED TO RECORD THE FOLLOWING ADJUSTMENTS TO THE BUDGET:

FUND: GENERAL (✓) 245 CAPITAL ( ) SPECIAL REVENUE ( ) DEBT SERVICE ( ) OTHER ________ ( )

REVENUE:

<table>
<thead>
<tr>
<th>ACCT NAME:</th>
<th>ACCT NUMBER</th>
<th>DECREASE</th>
<th>INCREASE</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>$(<em>,</em>,_ _)</td>
<td>$(<em>,</em>,_ _)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$(<em>,</em>,_ _)</td>
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<td>$(<em>,</em>,_ _)</td>
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</table>

EXPENSES:

<table>
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<tr>
<th>ACCT NAME:</th>
<th>ACCT NUMBER</th>
<th>INCREASE</th>
<th>DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overtime</td>
<td>101-301-702-005</td>
<td>$(-3,495)</td>
<td>$(<em>,</em>,_ _)</td>
</tr>
<tr>
<td>Sick pay</td>
<td>101-301-702-008</td>
<td>$(-1,305)</td>
<td>$(<em>,</em>,_ _)</td>
</tr>
<tr>
<td>Permanent Emp. - Jail</td>
<td>101-351-702-003</td>
<td>$(<em>,</em>,_ _)</td>
<td>$(5,000)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$(<em>,</em>,_ _)</td>
<td>$(<em>,</em>,_ _)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$(<em>,</em>,_ _)</td>
<td>$(<em>,</em>,_ _)</td>
</tr>
</tbody>
</table>

TOTAL $(_,_,_ _) $(_,_,_ _)

SHERIFF / JAIL

DEPARTMENT

BOARD OF COMMISSIONERS/REPRESENTATIVE

RECORDED ( ) MOTION/RESOLUTION NO _____

DEPARTMENT HEAD SIGNATURE

DATE 11-21-17

BUDGET AMENDMENT NO. ________________

EXPLANATION: Cover excess overtime due to employees sickness/absence
COUNTY OF OSCEOLA

AUTHORIZATION TO TRANSFER FUNDS

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

<table>
<thead>
<tr>
<th>FUND/ACCT</th>
<th>BUDGETED TRANSFER</th>
<th>REMAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM:</td>
<td>2107 $2,000</td>
<td>$</td>
</tr>
<tr>
<td>TO:</td>
<td>101</td>
<td>$</td>
</tr>
</tbody>
</table>

COMMENTS: Budget correction

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( ) Budget Resolution
(✓) Transfer Resolution

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

Date: Nov 27 2017

Chairman

Finance Chairperson
Keeping The Memory Alive LLC. Show Contract

This is a statement of agreement between Keeping The Memory Alive LLC, and Larry Emig representing Osceola Co. Through It’s Commission on Aging, Evart, MI

Elvis Tribute Artist Jake Slater in cooperation with Keeping The Memory Alive LLC will perform on December 6th, 2017. Showtime for this event will be 12:30 – 2:30 PM.

ETA Jake Slater will perform a one set, 2 hour tracking backed show of Elvis’ 50’s, 60’s & 70’s era music.

Performance Location: Evart Fairgrounds Hall, Evart, MI

A dressing area will need to be provided.

Keeping The Memory Alive will have Jake Slater merchandise on hand for interested parties.

This event will be listed at: www.etajakeslater.com as a “Public Event.”

This performance will take place rain or shine. A rain location may be needed if event is outdoors. Please make us aware of a rain location if needed:

The breakdown/fee for this event goes as follows:

- Elvis Tribute Performance: $650.00
- Mileage Fee:  
- Hotel: N/A
- Total Event Fee: $650.00

Payment for this event will be paid in full on the day of this performance NO EXCEPTIONS!

Keeping The Memory Alive LLC is an independent contractor and assumes all responsibility for any required tax withholdings. Tax ID# 26-4661151

Signed: _________________________
Keeping The Memory Alive LLC.
Elvis Tribute Artist Jake Slater

Signed: _________________________
Osceola Co. Board Chair Larry Emig

Date: _________________________

*This contact should be signed and returned to: Keeping The Memory Alive LLC.
10781 Finch Creek Rd.
Bellaire, MI. 49615