COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA
Tuesday, February 7, 2017
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, to follow Hearing

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

1. Public Hearing on Five-Year Osceola County Recreation Plan – 9:30 a.m.

2. Meeting Called to Order by Chairperson.

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

4. Brief Public Comments (Three Minute Limit).

5. Employee/Board Comments.


7. Consider Payment of Claims.

8. Old Business:
   A. Presentations on Telephone VoIP System – Jon-Thomas Burgess and Vendors.
   B. Update from Building, Technology & Economic Development/Public Safety/Health & Human Services Committee – Mark Gregory.
   C. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.
   D. Update on C.O.A. Marion Renovation.

9. New Business:
   B. Discuss Forest & Wildlife Health Update – Rick Lucas.
   C. Discuss Sheriff GovPayNet Contract – Russ Wayne.
   E. Discuss COA Letter to Office of Retirement Services – Scott Schryer.
   F. Discuss LCM Surveying & Engineering, Inc. Agreement – Susan Vander Pol.

10. Other Business:

11. Employee/Board Comments.

12. 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
JANUARY 17, 2017

The Committee meeting was called to order at 10:07 a.m. by Chairman Emig. Delayed start due to the weather.


Also present: Undersheriff Justin Halladay, Jeremy Beebe-E.M.S. Director, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk, and other members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Halladay, 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 January 3, 2017. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Nehmer, to approve the current claims of the County in the amount of $41,586.10. Recommendation was unanimously supported.

Retroactive Short-Term Disability
Jennifer Martin, Account Manager for 44 North, provided information on the premium cost increase for Short Term and Accident insurance for the county employees. Discussion followed.

Recommended by Commissioner Nehmer, seconded by Commissioner Wayne, to approve the change in premium for Short Term and Accident Insurance from the rate of .60 to .72, a $456 monthly difference. Recommendation was unanimously supported.

Update on E.M.S. System Status
Jeremy Beebe, E.M.S. Director, reviewed the current system status and the current data for E.M.S. services. Dr. Harold Moores also provided information on what he sees in the Emergency Room at Spectrum Health in Reed City. Discussion was held.

E.M.S. 4th Quarter 2016 Bad Debt Report
Jeremy Beebe, E.M.S. Director, spoke regarding the total debt accumulated for the 4th quarter and the bad debt associated in the amount of $41,556.45. Discussion followed.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the bad debt write-off amount of $41,556.45 for Emergency Medical Services. Recommendation was unanimously supported.
Sheriff Software RFP
Undersheriff Justin Halladay, provided information regarding the possible transition to a different type of software and requested approving proposals for replacement. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to approve requesting proposals for replacement of the Sheriff's Department and Jail reporting software. Recommendation was unanimously supported.

County Telephone System VoIP Bid Results
Jon-Thomas Burgess, IT Coordinator, reviewed the bids from the RFP for a new contract on the county phone system. Discussion followed.

Budget Amendments
Commissioner Tiedt presented the current budget amendments.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments and Treasurer's Journal Register Report for December 2016 as presented. Recommendation was unanimously supported.

Update on C.O.A. Marion Renovation
Susan Vander Pol, County Coordinator, spoke regarding the current status of the Marion Renovation. Discussion followed.

Plumbing Inspector Resignation Letter
Susan Vander Pol, County Coordinator, spoke regarding the resignation of the current Mechanical and Plumbing inspector, and asked for the Board's approval.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to accept the resignation of Kenneth Clark for Mechanical and Plumbing inspection services effective February 1, 2017. Recommendation was unanimously supported.

Employee/Board Comment: None.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Tiedt, to adjourn at 11:48 a.m. Motion carried.

Courtney Causey, Deputy County Clerk                     Larry Emig, Chairman
Meeting Called to Order by Chairperson Gregory at 1:02 p.m.

Members Present: Commissioners Mark Gregory, Roger Elkins and Jack Nehmer.

Others: Scott Schryer – Commission on Aging Director, Jamie Eichenberg – Friend of the Court Staff, Brad Halladay - Maintenance Working Supervisor and Susan Vander Pol – County Coordinator.

Additions or Deletions to the Agenda - None.

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

Public Comments - None.

Employee Comments – Jamie Eichenberg commented on the courthouse doors being unlocked early during the weather delayed openings. The Friend of the Court had hearings scheduled and many people were in the downstairs hallway with access to other open areas of the building prior to staff arriving. Employees had to navigate through them to get into the office which concerned some. Discussion was held on what times the buildings were opened and who unlocks the doors of the courthouses. Brad Halladay mentioned courthouse employees unlocked the doors on the delay day. Susan Vander Pol mentioned this is the situation on the second floor of the courthouse on Friend of the Court morning hearing days, as everyone is called to the building at the same time instead of staggered appointments. It makes staff uncomfortable walking through the people and presents security concerns.

Motion by Commissioner Elkins, seconded by Commissioner Nehmer to approve the minutes of January 3, 2017. Motion was unanimously supported.

Old Business:

Landmark Design Group and Feasibility Study

Discussion was held with Bob VanPutten of Landmark Design Group regarding the recently awarded Annex Feasibility Study and potential changes for security purposed to the North end of the main courthouse. Some of the topics discussed were security and public screening, employee entrances, traffic flows, conference rooms, service windows, additional office space, elevator, lobby area handicapped access, bathrooms, heat and air ventilation system, people flow patterns and storage. Mr. VanPutten will do further tours of the facility and also speak with staff members about building needs. Exterior parking spaces and available property were discussed.

Discuss Committee Name

The current Committee title is many separate committees from over the years combined into one. The title is cumbersome and is in need of revision. The Committee made the following recommendation to the Board:

Recommended by Commissioner Nehmer, seconded by Commissioner Elkins to change the Committee’s name to Health, Safety and Grounds Committee. The recommendation was unanimously supported.
Tour of Annex
The Committee members toured the Annex building with Mr. VanPutten.

Board Comments – The Committee requested Susan send out an email to the departments asking for staff that come in prior to a normal or delayed start time, make sure the door is locked behind them until the normal opening time to limit public access to the building.

Extended Public Comments (Six Minute Limit) - None.

The meeting adjourned 2:40 p.m.

Respectfully submitted,

[Signature]

Susan M. Vander Pol
Osceola County Coordinator
Dear Captain Wayne,

Everyone by now is probably aware that credit card theft and fraud has reached epidemic proportions. As disruptive and damaging as this illegal practice is to individuals and businesses, it is also a growing threat to public finances. Therefore, in partnership with our valued clients, GovPayNet is introducing its “Payment Integrity Program.” The program builds upon our current practices and refines them in order to provide government officials with an effective way to respond to this difficult challenge while simultaneously discouraging the use of funds stolen through card fraud to pay for public obligations.

Funds posted through GovPayNet that become subject to a chargeback are first deducted from GovPayNet’s account, leaving agency finances uninvolved at that point. This has not changed. For business reasons, GovPayNet chose not to exercise any rights to claim funds processed for governments even after GovPayNet had made the cardholder’s loss whole. The fact that GovPayNet elected not to pursue the charged back funds did not alter the fact that the funds were in all probability stolen in the first place.

Using stolen funds to post bail has additional, serious implications. Many states mandate or enable judges to investigate whether funds posted as bail came from a legal source. Even where not mandated, if steps are available to prevent stolen funds from being used for bail, those steps are a governmental “best practice” that helps maintain public confidence and discourage future fraud. The same analysis applies to other criminal justice-related costs, like probation, monitoring, and restitution; no one convicted of a crime should escape their financial obligation by benefitting from another crime.

The GovPayNet Payment Integrity Program provides a definitive framework to address
this problem. The concepts behind the program are proven: court officials nationally are committing that, at the conclusion of the defendant’s trial, stolen funds deposited as bail for which GovPayNet has refunded the cardholder will be paid to GovPayNet. GovPayNet has also filed motions in pending cases to this effect which have always been granted. Some judges have even chosen to declare the bail unpaid, if the funds are charged back.

With card-related theft rising and fraud losses climbing, the processing industry and its agency clients must act on a broad scale to address this problem and discourage the repeated use of stolen funds for public payments. Otherwise, the cost of using cards will only increase, the convenience decrease, and government processes will come under increased scrutiny. The GovPayNet Payment Integrity Program lays out a common-sense strategy to prevent this.

Please feel free to consult with your GovPayNet representative on strategies to reduce or prevent chargebacks.

R.N. Parsons
EVP- Sales
Government Payment Service
7102 Lakeview Pkwy West Drive
Indianapolis, IN 46268
**PAYMENT INTEGRITY PROGRAM**

<table>
<thead>
<tr>
<th>CLIENT NAME &amp; ADDRESS:</th>
<th>DATE: January 19, 2017</th>
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<tbody>
<tr>
<td>Osceola County Sheriff's Department</td>
<td></td>
</tr>
<tr>
<td>325 W. Union Avenue</td>
<td></td>
</tr>
<tr>
<td>Reed City, MI 49677</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLIENT CONTACT EMAIL:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:josh@osceolascounty.mi.gov">josh@osceolascounty.mi.gov</a></td>
</tr>
</tbody>
</table>

| PLCs: | 1516 |

The above client ("Client") has entered into a contract under which Government Payment Service, Inc. dba "GovPayNet" processes payments to Client that are made by credit, debit, or prepaid card. From time to time, these payments may become subject to a "chargeback"; an industry process by which the cardholder may claim, among other possibilities, that a payment was made in error, without the cardholder's authorization, or, in many instances, to have been made by card-related theft. The funds that are the subject of the chargeback are then deducted from a GovPayNet account to reimburse the cardholder. GovPayNet has therefore established this Payment Integrity Program ("Program") to discourage the use of illegally obtained or unauthorized funds as payments and to assist in maintaining the fiscal integrity of Client operations. The following Program terms and conditions apply:

1. Upon receiving notice of a chargeback, GovPayNet will investigate the chargeback claim and, if such investigation indicates fraud, will promptly alert Client, via email addressed to a contact person Client shall designate to GovPayNet, regarding a possible fraud affecting funds transferred to Client.

2. Client shall reimburse GovPayNet for the principal amount of any chargeback (i.e., excluding the GovPayNet fee for processing the payment to Client) that is the subject of the notification in accordance with either or both of (a) or (b) below, as each may apply. GovPayNet shall provide reasonable administrative assistance in the event Client elects to challenge a chargeback through the available industry procedures. Client may take such actions as are available to Client that Client deems necessary with respect to collecting the cardholder's financial obligation to Client in addition to Client's obligation to reimburse GovPayNet.

   a. For bail chargebacks, Client shall reimburse GovPayNet within 30 days of chargeback notification, provided Client still has control over the deposited funds. Client may further require the defendant to (i) replace cash bail that is the subject of a chargeback with funds obtained with proper authorization so long as defendant or anyone acting on defendant's behalf is prevented from accessing GovPayNet's services directly or indirectly to effect such replacement; (ii) take any other suitable actions to secure defendant's court appearance; (iii) prevent the future release of the bail amount from Client to any person or entity other than GovPayNet and transfer the full face value of the processed bail amount to GovPayNet upon defendant's court appearance or bail forfeiture if occurring within 30 days of GovPayNet's notice. Client further agrees that
GovPayNet shall be entitled to make a claim through Client against the defendant for restitution of GovPayNet’s processing fee through any related civil or criminal proceeding.

b. For chargebacks of criminal justice-related payments (such as fees for probation management, electronic monitoring, work release, or other payments that avoid or reduce incarceration), tax payments, or other administrative and civil payments, Client shall reimburse GovPayNet within 30 days of GovPayNet’s chargeback notification.

3. At termination of GovPayNet’s card processing services for Client, GovPayNet may invoice Client for any chargebacks involving payments GovPayNet processed to Client and for which GovPayNet had not received notice as of the date of service termination. Client shall reimburse GovPayNet according to such invoice’s terms. GovPayNet’s right to so invoice Client shall conclude eight months after termination of GovPayNet’s services for Client.

4. Any funds Client directly or indirectly recovers at any time that are the subject of a bail chargeback for which GovPayNet has given Client notice shall be deemed held by Client for GovPayNet’s benefit. Client shall promptly notify GovPayNet of such recovered funds and pay them to GovPayNet without deduction or offset and without any further action being required by GovPayNet.

5. GovPayNet will coordinate with Client to provide affidavits or other supporting information as may reasonably be necessary to substantiate GovPayNet’s claim to funds and to enable Client to carry out Client’s obligations hereunder.

6. GovPayNet will not honor a chargeback instituted more than six months after a payment transaction. If GovPayNet fails to dishonor a chargeback filed more than six months after such transaction or fails to notify Client of a chargeback filed within such period, GovPayNet will retain liability to the cardholder for the chargeback.

7. GovPayNet will review the circumstances of any chargeback(s) previous to Client joining this Program for indications that they may potentially be suitable for investigation and prosecution. Upon GovPayNet’s request, Client will facilitate GovPayNet’s access to prosecutors, investigators, or other law enforcement officials and provide additional, reasonable verification and support should GovPayNet request potential investigation and criminal or civil charges be filed against the perpetrators of the indicated card fraud.

8. Program participation is mandatory for Client to continue to receive services from GovPayNet. Failure to participate may result in GovPayNet not renewing Client’s contract(s) with GovPayNet at the next scheduled automatic renewal date that falls at least 60 days after the date of this document. Client may indicate Client’s acceptance or rejection of Program participation through any of the following methods:

   a. Client may have an authorized individual complete, sign, and date this document and return it via facsimile to (888) 665-4755, or via email to paymentintegrityprogram@govpaynet.com or ship a hard copy of the signed document to GovPayNet, Attention: Payment Integrity Program, 7102 Lakeview Parkway West Drive, Indianapolis, Indiana 46268. GovPayNet will not provide a counter-signed document.

   b. Client may respond by email from an email address identifiable as belonging to Client’s organization to paymentintegrityprogram@govpaynet.com with the “Subject” line “Payment Integrity Program” and containing in its body the statement “[Client’s name] accepts participation in the Payment Integrity Program.”

   c. Client may take no action, in which case 30 days after the date of this document, GovPayNet will conclude Client has elected to participate in the Program.

   d. Client may reject participation so long as Client communicates Client’s rejection to GovPayNet in writing using any of the methods described in (a) or (b). If Client fails to respond to this Program document within 30 days of the above date or indicates it accepts the Program, Client’s subsequent rejection of the Program will allow GovPayNet to cease providing any or all services
to Client and terminate any GovPayNet contract with Client, without liability or penalty to GovPayNet. **GOVPAYNET RECOMMENDS THAT IF CLIENT DOES NOT WISH TO PARTICIPATE IN THE PROGRAM, CLIENT COMMUNICATES THIS TO GOVPAYNET PROMPTLY AND CLEARLY IN WRITING**

9. In the event GovPayNet’s review of Client’s chargebacks indicates serious, repeating, or systematic fraud is or may be occurring in Client’s use of GovPayNet’s services, GovPayNet may **at any time** act to preserve the integrity of the card payment system and prevent or reduce card fraud by taking all actions available to GovPayNet. These may include, but will not be limited to, modifying the means by which GovPayNet’s services are made available to cardholders; taking measures to ensure prompt transfer of funds to GovPayNet where required under the Program; GovPayNet suspending its services pending Client implementation of fraud control measures reasonably acceptable to GovPayNet; or terminating GovPayNet’s services to Client. If Client fails to follow Program requirements, GovPayNet may, in its sole discretion, terminate services to, or any contract GovPayNet has with, Client without liability or penalty to GovPayNet.

10. General

   a. Client will take all necessary internal legal and administrative measures to implement and comply with the Program.

   b. To the extent the conditions, terms, or operation of the Program as described in this document conflict with any parts of Client’s contract(s) with GovPayNet, the contents of this document will govern. Contractual terms not altered or affected by this document shall continue in full force and effect.

   c. This document represents the entire agreement between and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter hereof. This document may not be altered, amended or modified except in writing and signed by the parties, provided, however, that GovPayNet may revise the Program from time to time if GovPayNet provides prompt notice to Client of such change(s). Any such revisions shall not affect Client’s rights to terminate its relationship with GovPayNet.

   d. All electronically imaged signed counterparts to this document shall be deemed as valid as originals for all purposes.

__________________________
CLIENT

By:

__________________________
CLIENT AUTHORIZED SIGNATURE

__________________________
PRINTED NAME & TITLE

__________________________
DATE
CLINICAL CONTRACTUAL AGREEMENT BETWEEN
Great Lakes EMS Academy Inc.
AND
Osceola County EMS

Agreement

This agreement made this day January 23, 2017. By and between Great Lakes EMS Academy Inc. at 1001 S. Division, Grand Rapids, MI 495047 and Osceola County through its EMS Department at 301 West Upton, Reed City MI 49677 (The Ambulance Service) is intended to set forth the working relationships between Great Lakes EMS Academy Inc. and the Ambulance Service relating to clinical experience for EMS students.

Introduction

Clinical experience is an integral part of an education program for EMS students.

The the Ambulance Service possesses certain facilities, equipment, services and personnel conducive to the obtaining of this clinical experience and is willing to grant students access to and use of such material and services for the purpose of their education.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

Great Lakes EMS Academy agrees to:

a. Schedule students at times agreed upon by Great Lakes EMS Academy Inc. and the Ambulance Service. A copy of the schedule will be supplied to the Ambulance Service in advance of each student participation.

b. Appoint a representative for clinical coordination ("Clinical Coordinator") who shall coordinate all aspects of this agreement with the designated EMS Service Representative.

© 2005 Great Lakes EMS Academy
c. Require evidence of an annual tuberculosis skin test, MMR history or vaccine, tetanus vaccine, and Hepatitis B vaccination.
d. Cause the student to abide by applicable rules and regulations set by the Great Lakes EMS Academy Inc.
e. Provide general liability insurance of 1 million dollars.
f. Provide professional liability insurance for all EMT-S and Paramedic students in the amount of one million dollars per occurrence with an aggregate of three million dollars for all students.
g. Students must be trained in OSHA blood and air borne pathogen before clinical experience.

The EMS Service agrees to:

a. Permit students access to and use of its material and services in accordance with the instructional plan established by Great Lakes EMS Academy Inc. and the Ambulance Service.
b. Appoint a representative who will be the contact person for the Clinical Coordinator. The Ambulance Service representative would also be the contact person for employees of the Ambulance Service who have questions or concerns in regards to the Great Lakes EMS Academy Inc. or student activities.

Other Factors of the Agreement

1. Policies and Procedures. Great Lakes EMS Academy Inc. will comply with the EMS Service’s policies, rules, regulations, and procedures related to patient safety; including but not limited to appropriate health requirements, infection control procedures and general safety requirements.
2. **Limitations of clinical access.** The Ambulance Service reserves the right to restrict any and all student activity when, in the sole discretion of the Ambulance Service representative, the welfare of any patient so required such restriction. The Ambulance Service, in consultation the Clinical Coordinator, further reserves the right to refuse access to its clinical areas to any student who fails to conform to pertinent rules and regulations.

3. **Indemnification.** Great Lakes EMS Academy Inc. shall indemnify and save harmless the Ambulance Service from and against liability for personal injury, death or property damage caused directly or indirectly by any act or omission by the EMS Service or its employees, agents or representatives pursuant to this Agreement.

4. **Terms of Agreement.** The term of this agreement shall be perpetual as of **January 31, 2017,** and shall continue until terminated: (i) by notice to the other, in the event that the other party upon sixty (60) days prior written notice to the other, in the event that the other party fails or refuses to perform any of its duties and responsibilities under this agreement.

5. **Assignment.** Neither this Agreement, nor any interest created hereby, may be assigned by either party without the expressed written consent of the other party.

6. **Amendments.** This agreement may be amended at any time by mutual agreement of the parties hereto, provided that before any amendment shall be operative or valid, it shall be reduced to writing and signed by both parties. Such amendments or modifications shall be attached hereto and become part of this agreement.

© 2005 Great Lakes EMS Academy
7. **Complete Agreement.** This agreement executed by the contracting parties contains the entire understanding may not be modified except in writing signed by the parties.

8. **Severability.** If any provision of this agreement is found to be unenforceable or illegal, the remaining part of the agreement shall remain in effect and be enforceable.

**General Operation**

The student will be under the direct supervision of the Ambulance Service Preceptor and will only be allowed to do those procedures which they have been specifically trained to do in class. For EMT Students this will include but, not limited to: vital signs, Oxygen administration, basic wound care, splinting, basic airway care & BVM ventilation, spinal immobilization, and history taking and assessments. Paramedic students may also set up and/or start I.V. lines, intubate patients, administer drugs, and provide electrical therapy in accordance with written protocols and under the direct supervision of a Preceptor.

By: [Signature]
Steve Huisman NREMT-P, EMS I/C
 Its: President
Date: January 31, 2017

By: __________________________ (signature)
Larry Emig (printed name)
Its: Board Chairman of the Osceola County Board of Commissioners (title)
Date ____________________
February 7, 2017

Office of Retirement Services  
PO Box 30171  
Lansing, MI 48909-7671

RE: LeRoy Neal Retiree Member 24750656

Dear Office of Retired Services,

LeRoy Neal was hired by Osceola County for its Commission on Aging (COA) department on 12-08-2016. Although the County receives state and federal funds for programs and services offered through our Commission on Aging, Mr. Neal’s position is not funded by nor performs services under any of the state or federal contracts and programs. His position as a Social Services Coordinator is fully funded by County millage revenues.

The state and federal contracts we hold for the Commission On Aging services are for in-home senior care, nutrition, and medical transportation. Mr. Neal has no job duties or responsibilities connected to these programs.

If you have any questions or require further information or clarifications, please feel free to contact our Commission On Aging Director, Scott Schryer, at 1-231-734-6002 or 734 West 7th Street, Evart MI, 49631. Thank you for your time and consideration in this matter.

Sincerely,

Larry Emig, Chairperson  
Osceola County Board of Commissioners

cc: S Schryer, Director COA  
LeRoy Neal
Thank you for contacting the Office of Retirement Services (ORS) regarding working after retirement for the Osceola County Commission on Aging (COA), in the area of Medicaid Medicare Assistance Program (MMA). 

If the agency is receiving funds from the State of Michigan through a grant or contract, then the State of Michigan is determining the hours, what, and when the agency conducts its activity, and the retiree would be considered to be employed with the agency. The retiree would then need to have their pension reduced. The retiree would need to contact their plan administrator to determine the amount of the reduction.

If the Osceola County Commission on Aging is not receiving funds from the State of Michigan or if the State of Michigan is not in control of the fund we require written notification from the Osceola County Board.

If you have questions, you can get a response quickly by logging in to miAccount at www.michigan.gov/orssaisaccount and using the online message board. The miAccount Message Board offers secure, direct access to our representatives. You can also contact our office at 322-5103 in the Lansing area or toll-free at (800) 381-5111.

Sincerely,

Amy W.
AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of ________, 20__, by and between the Osceola County Board of Commissioners (hereafter referred to as the "Board"), acting on behalf of the County of Osceola, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and LCM SURVEYING & ENGINEERING, INC, whose address is 225 East Main St, P.O. Box 408, Marion, Michigan 49665 (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, The county has entered into a Grant Agreement with the Michigan Department of Consumer and Industry Services, Property Development Division, Survey and Remonumentation Section for the conduction of surveying, monumentation and remonumentation of property controlling corners in Osceola County during the 2017 calendar year; and

WHEREAS, the Consultant, is licensed as a surveyor in the State of Michigan, has submitted a proposal to the County to perform the surveying, monumentation and remonumentation service required by the County on an independent consultant basis; and

WHEREAS, the County accepts the Consultant's proposal subject to the terms and conditions of this Agreement.

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

I. SCOPE OF SERVICES. The Consultant shall perform the following services in areas of Osceola County designated in the attached Exhibit A:

   A. Research of public and private records for information regarding public land survey corners.

   B. Field work including, but not limited to:

      1. Field traversing for determining mathematical relationships.

      2. Excavation for physical evidence of monumentation of government corners.

      3. Setting restoring and perpetuating physical monumentation for government corners under the requirements of P.A. 74 of 1970.
4. Establishment of accessories for all monumented Section corners.

C. Preparation of Corner Recordation Certificates under the guideline of P.A. 74 of 1970 and presentation of data to peer review committee for review and approval.

D. Compiled data of field activities and corner research will be maintained and filed at the county, according to current written County Standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks for a period of 7 years.

II. SERVICES NOT EXCLUSIVE TO CONSULTANT. It is expressly understood and agreed by the Consultant that the performance of the services required in Section I are not exclusive to the Consultant. The board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.

III. COMPENSATION. The Consultant shall be compensated for the services performed under this agreement at the rate of $1,112 per corner for the 34 corners to be monumented as designated in exhibit A, which the Consultant performs the services required in Section I. It is expressly understood and agreed that the total compensation, which the Consultant shall receive under this agreement, shall not exceed the sum of: $37,808.

The Consultant shall submit bills to the Grant Administrator for services completed on the corners designated in Exhibit A after data regarding the corners to be billed has been presented to the Peer Review Committee for review and has received the Committee’s approval. All bills properly submitted shall he paid within thirty (30) days of submission in accordance with the County’s procedure for payment of Accounts Payable.

IV. HOURS OF WORK. The Consultant shall have control over determining the days and hours in which he performs work under this Agreement.

V. CONSULTANT’S OFFICE, TOOLS AND EQUIPMENT. The Consultant shall maintain and utilize his own office while performing services required by this Agreement. The Consultant shall also at his own expense, supply all tools, equipment, and vehicles he needs to perform the services required by this Agreement. The County shall be responsible to provide the monuments and monument boxes as required to perform the services under this agreement.

VI. LICENSING. Throughout the term of this Agreement, the Consultant must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any
reason, the Consultant's license is revoked, suspended, or otherwise not in effect, such shall be deemed terminated on the date that the Consultant is no longer licensed as a surveyor in the State of Michigan.

VII. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Osceola County, Michigan.

VIII. COMPLIANCE WITH THE LAW. The Consultant shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Consultant shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Osceola County Road Commission when doing any work on an Osceola County road. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

IX. PROTECTION OF PERSONS AND PROPERTY. The Consultant shall ensure that precautions are exercised for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Consultant shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Consultant shall secure all necessary certificates and Permits for municipal or other public authorities as may be required in connection with the performance of service covered by this Agreement.

X. NON DISCRIMINATION. The Consultant shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination. The Consultant, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, political affiliation, or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this section shall be regarded as a material breach or this Agreement. In the event the Consultant is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Consultant.

XI. INDEPENDENT CONSULTANT. It is expressly understood and agreed that the Consultant is an independent consultant. The Consultant and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health
and accident insurance, life insurance, longevity, paid sick or vacation leave. The Consultant shall be responsible for paying salaries, wages and any other compensation due his personnel for services performed under this Agreement and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Consultant shall also be responsible for providing his personnel with workers’ compensation and unemployment compensation coverage, as required by law.

XII. INDEMNIFICATION AND HOLD HARMLESS. The Consultant shall, at his own expense, protect, indemnify and hold harmless the County, the County Grant Administrator, the State of Michigan and their elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions of negligence of the Consultant or any of his officers, employees or agents which may arise out of the Agreement.

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

XIII. LIABILITY INSURANCE.

A. The Consultant shall procure, pay the premium on, keep and maintain during the term of this Agreement as long as insurance is available, liability insurance coverage with limits of not less than the following:

1. Workers' Compensation: When and as required by law.

2. Employers' Liability: When and as required by law.

3. General Liability (occurrence basis only) with the following coverage Inclusions:
   a. Broad Form General Liability Endorsement or equivalent, if not in policy proper.
   b. Independent Consultant Coverage.
   c. Contractual Liability.


5. The Consultant may maintain such other insurances as he deems
appropriate for his own protection.

B. In the event that the Consultant’s insurance coverage is at any time reduced of terminated during the duration of the Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Consultant.

XIV. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XV. ASSIGNMENT OR SUBCONTRACTING. The Consultant may not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

XVI. 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.

XVII. COMPLETENESS OF THE AGREEMENT. This Agreement contains 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.

XVIII. AGREEMENT PERIOD. The Consultant shall commence performance of the services and obligations required of the Consultant hereunder after this Agreement has been fully designed by the authorized representatives of both parties to this Agreement. The Consultant shall complete all services required by this Agreement by no later than the 31st day of December, 2017. This Agreement shall terminate on the 31st day of December, 2017 of whenever all funding is exhausted, whichever occurs first.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days written notice to the Consultant, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Consultant for the services rendered by the Consultant up to the effective date of termination.

XIX. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the provisions of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Consultant shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.
XX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are fully authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

Witnessed by:  OSCEOLA COUNTY

Karen J. Bluhm  Date  Chairperson  Date
County Clerk  County Board of Commissioners

Susan VanderPol  Date  CONSULTANT
Grant Administrator

William E. Sikkema, Secretary  Date
LCM SURVEYING & ENGINEERING INC