

**COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA**

**Tuesday, August 2, 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.**
- 3. Brief Public Comments (Three Minute Limit).**
- 4. Employee/Board Comments.**
- 5. Consider Approval of the Minutes of July 19, 2016.**
- 6. Consider Payment of Claims.**
- 7. Old Business:**
 - A. Update on Building, Technology & Economic Development / Public Safety / Health & Human Services Committee Meeting – Mark Gregory.**
 - B. Discuss Security Enhancements for Register of Deed’s Office – Larry Emig.**
 - C. Discuss Several Items – Susan Vander Pol:**
 - 1. Discuss County’s Dental Plans.**
 - 2. Sheriff/C.O.A. Vehicle Bids.**
 - 3. Accept Plumbing Inspector Letter of Resignation.**
 - 4. Consider Plumbing Inspector Agreement with Ken Clark.**
 - 5. Private Easement Naming of Road.**
 - 6. Update on 2017 County Budget.**
 - D. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.**
- 8. New Business:**
 - A. Discuss Professional Services Contract Extension with MGT – Susan Vander Pol.**
- 9. Other Business:**
- 10. Employee/Board Comments.**
- 11. Extended Public Comments (Six Minute Limit).**
- 12. Adjournment.**

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
JULY 19, 2016**

The Committee meeting was called to order at 9:33 a.m. by Chairman Emig.

Present: Commissioners Nehmer, Halladay, Gregory, Elkins, Tiedt, Wayne and Emig.

Also present: Scott Schryer-C.O.A. Director, Jeremy Beebe-E.M.S. Director, Russ Wayne-Jail Administrator, Susan Vander Pol-County Coordinator, Courtney Causey-Deputy Clerk, and other members of the public.

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

Brief public comment: None.

Employee/Board comment: None.

Motion by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the minutes from July 6, 2016. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the current claims of the County in the amount of \$79,038.35. Recommendation was unanimously supported.

E.M.S. Target Solutions Agreement

E.M.S. Director Jeremy Beebe presented the renewal for the Target Solutions Agreement. The contract was signed 5 years ago and is up for renewal. Prices have not changed. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory, to approve the agreement with Target Solutions for E.M.S. for training. Recommendation was unanimously supported.

Update on C.O.A. Newsletter with LPI

Scott Schryer, C.O.A. Director, provided more information on the C.O.A. Newsletter that is available from LPI. The contract with LPI will not cost anything additional for the County, but will provide more copies of the newsletter and in color instead of black and white. Discussion followed.

C.O.A. AAAM Congregate & NSIP Contract

Scott Schryer, C.O.A. Director, gave insight on the AAAM Congregate & NSIP contract. Discussion was held.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the agreement with Area Agency on Aging of West Michigan for Congregate and NSIP and authorize the chairman to sign. Recommendation was unanimously supported.

E.M.D. 2016 EMPG Agreement

Mark Watkins, Emergency Management Director, presented the EMPG agreement that is in need of the Board's approval. Discussion followed.

Recommended by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the Emergency Management Performance Grant and authorize the Chairman to sign. Recommendation was unanimously supported.

Jail Phone System with IC Solutions

Russ Wayne, Jail Administrator, discussed the current contract for inmate phone services. Although the current contract does not expire until 2019, a new law by the FCC changes things. There are a few options available. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Elkins, to approve the agreement with IC Solutions for a contract extension to remain at 65% commission with an expiration date of September 22, 2022. Recommendation was unanimously supported.

Osceola County's Health Plan Options

Jennifer Martin, 44 North, spoke regarding the health care plans available for the County employees. There are several options available for the upcoming year.

Recommended by Commissioner Nehmer, seconded by Commissioner Tiedt, to Opt Out of PA 152 for health insurance plans. Recommendation was unanimously supported.

Recommended by Commissioner Gregory, seconded by Commissioner Nehmer, to stay with the current Blue Cross Blue Shield and Blue Care Network plans the County has. Recommendation was unanimously supported.

Flu Shot Clinic Agreement

Susan Vander Pol, County Coordinator, spoke regarding the annual flu shot clinic that is offered by Rite Aid. Discussion followed.

Recommended by Commissioner Elkins, seconded by Commissioner Nehmer, to approve Rite-Aid for the county employee flu shot clinic and authorize the County Clerk to sign the contract. Recommendation was unanimously supported.

County Budget for 2017

Susan Vander Pol, County Coordinator, asked the Board to look at a wage increase for the 2017 budget. There was discussion on a two percent increase for the non-union employees.

Budget Amendments, Cash Transfer & Journal Register Report

Commissioner Elkins reviewed the budget amendments and journal register report presented.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments and June Journal Register report from the County Treasurer as submitted. Recommendation was unanimously supported.

Plumbing Inspector Contract

Susan Vander Pol, County Coordinator, spoke regarding the contract for the Plumbing Inspector. The current contract dates back to 2002. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Gregory to not exceed 60% of the permit fees for the plumbing inspection contract terms. Recommendation was unanimously supported.

Employee/Board Comment: None.

Extended Public Comment: None.

Moved by Commissioner Nehmer, seconded by Commissioner Wayne, to adjourn at 11:26 a.m.
Motion carried.

Courtney Causey, Deputy County Clerk

Larry Emig, Chairman

DRAFT

COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
BUILDING, TECHNOLOGY & ECONOMIC DEVELOPMENT/PUBLIC SAFETY/
HEALTH & HUMAN SERVICES COMMITTEE
MINUTES

Tuesday, July 19, 2016

Meeting Called to Order by Chairperson Gregory at 1:34 p.m.

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

Others: Brad Halladay - Maintenance Working Supervisor, Pete Carlson - Community Corrections, Dan Clise - District Court Magistrate/Administrator, Scott Schryer - Commission on Aging Director, Don LaBrenz II - Building Official, Mark Watkins - Emergency Management Director, David Ressler - Circuit Court Probation and Parole, 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 – None.

Motion by Commissioner Nehmer, seconded by Commissioner Elkins to approve the minutes of June 21, 2016. Motion was unanimously supported.

Old Business:

Discuss Building Security.

The members and others present discussed items regarding building security. Susan presented the second half of the policies for review and consideration for the Quick Reference Guide. The Committee members would like to visit Mecosta and Lake Counties to review the entrances and security in their buildings. Wexford County may also be visited. Susan was asked to schedule the meetings with the other counties.

Discuss Future Use of Library Space at Annex Building.

Discussion was held on ideas and needs for renovating the space to provide additional security, a single public entrance, separation of victims/witnesses/offenders, storage needs and lobby/waiting areas for people. The Committee members discussed the potential need to use an architect/engineering firm to provide information and possible utilization options to the Board of Commissioners. Susan was asked to contact both Hooker DeJong and Landmark Design, to see if the firms may have time availability to assist with the building.

Discussion was held on improvements to the first floor of the main courthouse. Maintenance will be continuing the changes to the office entrances and will be working on Michigan State University Extension in the lower level.

New Business: None.

Board Comments – None.

Extended Public Comments (Six Minute Limit) - None.

The meeting adjourned at 3:35 p.m.

Respectfully submitted,



Susan M. Vander Pol
Osceola County Coordinator



COUNTY COORDINATOR'S OFFICE

Susan M. Vander Pol, County Coordinator
Jody Waurzyniak, Administrative Aide/Bookkeeper

301 West Upton Avenue
Reed City, MI 49677
(231) 832-6196; (231) 832-6197 Fax
oscadmin@osceolacountymi.com

DATE: June 29, 2016
TO: Interested Bidders
FROM: Susan Vander Pol, County Coordinator *mv*
RE: Sale of 4 Used County Vehicles – Sealed Bids

OSCEOLA COUNTY is selling four used high mileage vehicles. For details and minimum bid amounts visit Osceola County's website below. The three Dodge Chargers are shown on Osceola County Sheriff's Facebook page. Call (231) 832-2288 with questions or to make appointment with Undersheriff Justin Halladay to see Dodge Chargers. Call (231) 734-5559 with questions or to make appointment with C.O.A. Director Scott Schryer to see 1994 Ford Van. **Sealed bids must be submitted on county forms** from www.osceola-county.org or call (231) 832-6196 for forms. **Envelopes must be sealed and clearly marked as "Vehicle Sealed Bid."** Bids are due no later than **Tuesday, July 26, 2016 at 3:00 p.m.** when they will be publicly opened and read. Osceola County reserves the right to accept or reject all bids in whole or in part.

BID SUBMISSION FORM

1994 Ford Econoline Van
VIN: 1FDEE14H1RHB97669

The following **SEALED BID** is submitted for the **USED** Vehicle listed above and is located at 732 W. 7th Street, Ewart, Michigan.

The bidder has reviewed the high mileage **VEHICLE** and accepts it in the “as is” condition.

Minimum Bid: \$300.00 *(Bids “under minimum” will be automatically disqualified.)*

Bids Due: Tuesday, July 26, 2016, at 3:00 p.m.

Submit Bids To: Susan Vander Pol, County Coordinator
Osceola County
301 West Upton Avenue
Reed City, MI 49677

Bids must be in **sealed** envelopes with the wording “**Vehicle Sealed Bid**” clearly marked on the envelope. Faxed bids will not be accepted.

Bid Amount: \$ _____ 1994 Ford Econoline Van

No Bidder may withdraw a Bid within 60 days of the Bid Date. The Owner reserves the right to accept any or all Bids, in whole or in part, and to waive irregularities in any bid in the interest of the Owner.

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

BID SUBMISSION FORM

2006 Dodge Charger
VIN: 2B3KA43H36H398793

The following **SEALED BID** is submitted for the **USED** Vehicle listed above and is located at 325 W. Upton Avenue, Reed City, Michigan.

The bidder has reviewed the high mileage **VEHICLE** and accepts it in the “as is” condition.

Minimum Bid: \$2,500.00 *(Bids “under minimum” will be automatically disqualified.)*

Bids Due: Tuesday, July 26, 2016, at 3:00 p.m.

Submit Bids To: Susan Vander Pol, County Coordinator
Osceola County
301 West Upton Avenue
Reed City, MI 49677

Bids must be in **sealed** envelopes with the wording “**Vehicle Sealed Bid**” clearly marked on the envelope. Faxed bids will not be accepted.

Bid Amount: \$ _____ 2006 Dodge Charger

No Bidder may withdraw a Bid within 60 days of the Bid Date. The Owner reserves the right to accept any or all Bids, in whole or in part, and to waive irregularities in any bid in the interest of the Owner.

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

BID SUBMISSION FORM

2009 Dodge Charger
VIN: 2B3LA43T59H590262

The following **SEALED BID** is submitted for the **USED** Vehicle listed above and is located at 325 W. Upton Avenue , Reed City, Michigan.

The bidder has reviewed the high mileage **VEHICLE** and accepts it in the “as is” condition.

Minimum Bid: \$3,500.00 *(Bids “under minimum” will be automatically disqualified.)*

Bids Due: Tuesday, July 26, 2016, at 3:00 p.m.

Submit Bids To: Susan Vander Pol, County Coordinator
Osceola County
301 West Upton Avenue
Reed City, MI 49677

Bids must be in **sealed** envelopes with the wording “**Vehicle Sealed Bid**” clearly marked on the envelope. Faxed bids will not be accepted.

Bid Amount: \$ _____ 2009 Dodge Charger

No Bidder may withdraw a Bid within 60 days of the Bid Date. The Owner reserves the right to accept any or all Bids, in whole or in part, and to waive irregularities in any bid in the interest of the Owner.

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

BID SUBMISSION FORM

2011 Dodge Charger
VIN: 2B3CL1CT5BH540539

The following **SEALED BID** is submitted for the **USED** Vehicle listed above and is located at 325 W. Upton Avenue , Reed City, Michigan.

The bidder has reviewed the high mileage **VEHICLE** and accepts it in the “as is” condition.

Minimum Bid: \$2,000.00 *(Bids “under minimum” will be automatically disqualified.)*

Bids Due: Tuesday, July 26, 2016, at 3:00 p.m.

Submit Bids To: Susan Vander Pol, County Coordinator
Osceola County
301 West Upton Avenue
Reed City, MI 49677

Bids must be in **sealed** envelopes with the wording “**Vehicle Sealed Bid**” clearly marked on the envelope. Faxed bids will not be accepted.

Bid Amount: \$ _____ 2011 Dodge Charger

No Bidder may withdraw a Bid within 60 days of the Bid Date. The Owner reserves the right to accept any or all Bids, in whole or in part, and to waive irregularities in any bid in the interest of the Owner.

CONTACT PERSON: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NO: _____

EMAIL ADDRESS: _____

OSCEOLA COUNTY COMMISSION ON AGING
SALE OF: 1994 Ford Econoline Van (C.O.A.) / Minimum Bid: \$300

Bids Due Date: July 26, 2016, at 3:00 p.m.

1. Bidder: (NONE) Bid: \$ _____

City: _____

2. Bidder: _____ Bid: \$ _____

City: _____

3. Bidder: _____ Bid: \$ _____

City: _____

4. Bidder: _____ Bid: \$ _____

City: _____

5. Bidder: _____ Bid: \$ _____

City: _____

6. Bidder: _____ Bid: \$ _____

City: _____

7. Bidder: _____ Bid: \$ _____

City: _____

8. Bidder: _____ Bid: \$ _____

City: _____

9. Bidder: _____ Bid: \$ _____

City: _____

10. Bidder: _____ Bid: \$ _____

City: _____

US Justin Walker
Signature of Bid Opener

Wody Waurzyniak
Witness Signature

OSCEOLA COUNTY SHERIFF'S DEPARTMENT
SALE OF: 2006 Dodge Charger (Sheriff) / Minimum Bid: \$2,500

Bids Due Date: July 26, 2016, at 3:00 p.m.

1. Bidder: Andrew Parmelee Bid: \$ 3,110.00
City: Gowen Bid disqualified as didn't follow bid requirements.
Not labeled correctly and opened in general mail.
2. Bidder: John Gerrity Bid: \$ 2,856.00
City: Dearborn Heights
3. Bidder: Dawn Kruihoff Bid: \$ 3,216.00
City: Evart
4. Bidder: Mike Mohmed, Bayridge Motors Bid: \$ 2,575.00
City: Staten Island, NY
5. Bidder: Mark MacRae Bid: \$ 4,650.34
City: Midland
6. Bidder: Chicago Motors Inc. Bid: \$ 2,707.00
City: Chicago, IL Bid disqualified as didn't follow bid requirements.
Received via fax day after bid opening.
7. Bidder: _____ Bid: \$ _____
City: _____
8. Bidder: _____ Bid: \$ _____
City: _____
9. Bidder: _____ Bid: \$ _____
City: _____
10. Bidder: _____ Bid: \$ _____
City: _____

US Justice Hallberg
Signature of Bid Opener

Jody Waurymak
Witness Signature

OSCEOLA COUNTY SHERIFF'S DEPARTMENT
SALE OF: 2009 Dodge Charger (Sheriff) / Minimum Bid: \$3,500

Bids Due Date: July 26, 2016, at 3:00 p.m.

1. Bidder: Andrew Parmelee Bid: \$ 3,600.00
City: Gowen Bid disqualified as didn't follow bid requirements.
Not labeled correctly and opened in general mail.
2. Bidder: Paul Zochowski Bid: \$ 3,600.99
City: Blanchard Bid disqualified as didn't follow bid requirements.
Not labeled correctly and opened in general mail.
3. Bidder: Nick Mamalakis Bid: \$ 3,886.00
City: Dearborn Heights
4. Bidder: Mike Mohamed, Bayridge Motors Bid: \$ 3,575.00
City: Staten Island, NY
5. Bidder: Mark MacRae Bid: \$ 5,150.55
City: Midland
6. Bidder: Chicago Motors Inc. Bid: \$ 3,687.00
City: Chicago, IL Bid disqualified as didn't follow bid requirements.
Received via fax day after bid opening.
7. Bidder: _____ Bid: \$ _____
City: _____
8. Bidder: _____ Bid: \$ _____
City: _____
9. Bidder: _____ Bid: \$ _____
City: _____
10. Bidder: _____ Bid: \$ _____
City: _____

US Justice Walker
Signature of Bid Opener

Dody Wauryniak
Witness Signature

OSCEOLA COUNTY SHERIFF'S DEPARTMENT
SALE OF: 2011 Dodge Charger (Sheriff) / Minimum Bid: \$2,000

Bids Due Date: July 26, 2016, at 3:00 p.m.

11. Bidder: Tim Gondek Bid: \$ 2,132.07
City: Reed City

12. Bidder: Mike Mohamed, Bayridge Motors Bid: \$ 2,775.00
City: Staten Island, NY

13. Bidder: Chicago Motors Inc. Bid: \$ 2,207.00
City: Chicago, IL
*Bid disqualified as didn't follow bid requirements.
Received via fax day after bid opening.*

14. Bidder: _____ Bid: \$ _____
City: _____

15. Bidder: _____ Bid: \$ _____
City: _____

16. Bidder: _____ Bid: \$ _____
City: _____

17. Bidder: _____ Bid: \$ _____
City: _____

18. Bidder: _____ Bid: \$ _____
City: _____

19. Bidder: _____ Bid: \$ _____
City: _____

20. Bidder: _____ Bid: \$ _____
City: _____

US Justice Halladay
Signature of Bid Opener

Jody Waurzyniak
Witness Signature

**Agreement Between
Osceola County
And
Kenneth E. Clark
For
Plumbing Inspection Services**

THIS AGREEMENT, made and entered into this 2nd day of August, 2016, by and between Kenneth E. Clark, an individual (hereinafter referred to as the “Contractor”) and the County of Osceola, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”).

WITNESSETH:

WHEREAS, the County desires *Plumbing Inspector and Plumbing Code Enforcement* services; and

WHEREAS, the Contractor shall provide a *Registered and Certified Inspector* with an established and active certification in the *Plumbing Inspections Trade* in the State of Michigan; and

WHEREAS, the Contractor and the County have agreed to the terms and conditions of this agreement to provide plumbing inspection services.

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

1. Services to be provided by the Contractor.

The Contractor agrees to provide the following services to the County:

- A. Provide timely Plumbing Inspection and Enforcement Services of any and all new construction.
- B. As requested by the County, meet with the Construction Board of Appeals on any issue regarding an appeal of action taken on your part.
- C. Respond to calls and/or inquiries as soon as practicable or on scheduled work days.
- D. Perform Plan Reviews as necessary to be compensated as agreed to within this document.
- E. Prepare all reports required by the County and/or the State of Michigan in compliance with any State and/or Local Ordinance or Law.
- F. Furnish and maintain a toll free phone or cell phone with voice mail for inspection scheduling and questions from clients.
- G. Maintain regular office and inspection hours as mutually agreed upon.
- H. In addition to the described services, any further service required by the County including attendance at meetings necessary to enhance the implementation of the County’s Plumbing Inspection Code administration, as requested by the County, which are mutually agreed upon.
- I. Provide personal transportation and necessary insurance coverage for vehicles and workers compensation (or exemption) and provide certification of same to the County.

2. Compensation. Payment shall be in bi-monthly installments for services rendered. For permits issued after commencement of this agreement, compensate the Inspector 60% of the gross permit fee for each plumbing permit and plumbing associated services, such as plan reviews and additional inspections.

3. Qualifications of the Contractor. The Contractor agrees that at all times during the term of this Agreement the Plumbing Inspector shall maintain their professional status and shall satisfy applicable licensing requirements of the State of Michigan, which qualifies them to continue service to the County in the designated **Registered Inspector** capacity. The Contractor further agrees to keep current in the disciplinary fields required to maintain their license, to remain in good standing with the State of Michigan in the capacity required to fulfill the terms of this Agreement. It is understood that the failure to comply with these requirements is a material breach of this Agreement and grounds for immediate termination of this Agreement by the County. It is agreed by both parties that the Inspector

is employed on a contract basis to perform services to the County and will at no time be considered an employee of the County.

4. County's Title to Records, Documents, Papers, Etc. The County shall have the sole and exclusive right, title and interest to any and all records, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement. All permits, reports and related materials shall be stored on County property.

5. Avoidance of Conflicts of Interest. The Contractor agrees, during the term of this Agreement or any extended term in which this Agreement remains in effect, to avoid both actual and the appearance of conflicts of interest.

6. County Responsibilities. The County agrees to provide the Contractor with the following:

A. The reasonable cooperation of County personnel.

B. Access to existing records to perform duties as depicted in this document.

C. A list of Inspections to be performed the afternoon prior to the days agreed to perform the services.

D. Code Books and necessary inspection forms to complete the Inspections requested including field reports.

E. Approved prints and plans on all projects requiring plan review.

F. Provide reasonable and necessary supplies to perform inspections. All supplies provided by the County shall remain the exclusive property of the County.

G. Provide Errors & Omissions Insurance coverage for the Inspector when that person is acting in an official capacity for Osceola County.

H. Provide Office space as available and file storage space for all inspection reports and notes.

I. Provide secretarial support as needed by the Inspector.

7. Nondiscrimination. The Contractor and the County, as required by law, shall not discriminate against any 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

8. Compliance with the Law, Applicable Law and Venue. The Contractor, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules.

9. Indemnification and Hold Harmless. The Contractor shall, at its own expense, indemnify, save and hold harmless the County, and its elected and appointed officials/officers, employees and agents from all claims, damages, costs, lawsuits 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 or negligence which may arise out of this Agreement.

The Contractor'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, its officials/officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

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

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a

waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

11. 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.

12. Agreement Term. The Contractor shall commence performance of the services required under this Agreement on August 2, 2016, and the Agreement shall continue unless terminated as provided in paragraph 3 or 13; or is otherwise amended by the written authorization of the parties.

13. Termination of Agreement. Either party shall have the right, upon ninety (90) calendar days prior written notice to the other party, to terminate this Agreement. In the event this Agreement is terminated, compensation shall cease at the end of the calendar month during which the termination is effective.

14. Return of County Records and Equipment upon Agreement Termination. Upon termination or completion of this Agreement, the Contractor shall turn over to the County all records, property, and equipment of the County within fifteen (15) days of such termination or completion.

15. Section 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.

16. Complete Agreement. This Agreement contains all of 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.

17. Invalid Provisions. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

18. Certification of Authority to Sign Agreement. The persons signing on behalf of the parties certify by their signatures that they are duly 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 instrument on the day and year first above written.

WITNESSED BY:

“CONTRACTOR”

Susan M. Vander Pol

By

Ben Clark

Date 7-20-2016

WITNESSED BY:

“COUNTY” (COUNTY OF OSCEOLA)

By _____

Date _____



OSCEOLA COUNTY BUILDING DEPARTMENT

4323 220th Avenue
Reed City, Michigan 49677

Phone: (231) 832-6117

Fax: (231) 832-7345

June 29, 2016

Osceola County Board of Commissioner:

Regarding: Private Road Easement

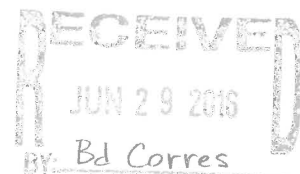
It has to come the point in time when Osceola County and the other parcel owners using the private easement off of 220th Avenue, which is the current building where the EMD/Health Department/Building Inspections is in. Per the Emergency 911 Addressing System once there are more than 2 occupants using the easement it needs to be named as a Private Road. We have currently pushed this already having 3 addresses now so we need to address it. All the adjoining occupants of the easement need to agree upon the name. Currently the EMD, Health Department, Michigan Primary Care Partners, Deshano Construction and the Building Department are thinking of a name.

This is not about the maintenance of the easement just the naming of it.

A road sign will need to be installed at the end of the easement once it is named.

Sincerely,

Osceola County Building Department
Emergency 911 Addressing



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:

<u>ACCT. NAME</u>	<u>ACCOUNT NUMBER</u>	<u>DECREASE</u>	<u>INCREASE</u>
_____	_____	\$(____,____)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)

EXPENSES:

<u>ACCT. NAME</u>	<u>ACCOUNT NUMBER</u>	<u>INCREASE</u>	<u>DECREASE</u>
Perm. Emp.	101.331.702.003	\$(____,____)	\$(____,458)
Equip. Main.	101.331.931.000	\$(____,____)	\$(____,388)
Boat Main.	101.331.932.002	\$(____,388)	\$(____,____)
Vehicle Main.	101.331.932.000	\$(____,458)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)
TOTAL		\$(____,846)	\$(____,846)

Sheriff/Marine
Department _____ Board of Commissioners/Representative

[Signature]
Department Head Signature

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

7-25-16 Date

EXPLANATION:

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:

<u>ACCT. NAME</u>	<u>ACCOUNT NUMBER</u>	<u>DECREASE</u>	<u>INCREASE</u>
_____	_____	\$(____,____)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)

EXPENSES:

<u>ACCT. NAME</u>	<u>ACCOUNT NUMBER</u>	<u>INCREASE</u>	<u>DECREASE</u>
<i>Equip. Main.</i>	<i>101.330.931.0100</i>	\$(____,____)	\$(____,163)
<i>Holidays</i>	<i>101.330.707.006</i>	\$(____,163)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)
_____	_____	\$(____,____)	\$(____,____)
TOTAL		\$(____,163)	\$(____,163)

Sheriff / ORV
Department _____

Board of Commissioners/Representative _____

[Signature]
Department Head Signature

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

7-25-16 Date

EXPLANATION:

CONSULTING SERVICES AGREEMENT

By and Between
Osceola County, Michigan
and
MGT of America Consulting, LLC.

THIS AGREEMENT is made this _____ day _____ 2016, by and between the County of Osceola, Michigan ("Client"), and MGT of America Consulting, LLC, a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

1.1 Scope of Services.

MGT shall provide to Client the following services:

A Countywide 2 CFR Part 200 (Formerly OMB A-87) central services cost allocation plan based on actual costs for fiscal years 2016, 2017 and 2018.

Negotiation of the cost allocation plan with representatives of the federal cognizant agency and/or the State, as required.

Explain calculation methods and assumptions used in the indirect cost allocation plan. This explanation may be written or verbal as requested by the Client.

Provide recommendations on methods to enhance indirect cost revenues.

Assistance with the preparation of initial claims to recover costs due from the State and monitor the claims progress to ensure recoveries occur.

1.2 Timetable for Services.

The Services shall be performed and the product(s) of the services shall be delivered on the following schedule:

The proposed services will be completed within twelve months after the fiscal year ends.

2. Compensation.

For its work under this Agreement, MGT shall be paid a not to exceed fee of \$ **6,300 annually** for each annual cost allocation plan prepared. This fee shall be paid as follows:

The full payment is due to MGT when the Client has received the completed cost allocation plan and has recovered funds from the indirect costs. Recoveries will be shared equally until the annual not to exceed fee is paid in full to MGT. If the shared amount is less than the amount needed to pay MGT's fee, no further payment is due MGT.

MGT will submit quarterly invoices, up to the annual not-to-exceed amount, as the County receives recoveries from the indirect costs. Payment will be made within thirty (30) days after MGT submits an invoice for the services to the County.

3. Term, Renewal Options, and Termination.

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. At Client's option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation. If, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates plus expenses incurred shall apply for Services performed prior to termination.

4. Independent Contractor Status.

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers.

James Olson shall serve as Project Manager and point of contact for MGT under this Agreement.

Susan M. Vander Pol shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. Miscellaneous.

6.1 No Continuing Waiver.

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

6.2 Entire Agreement.

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

6.3 Subcontracting and Assignment.

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

6.4 Interpretation, Venue, and Severability.

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held

invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Michigan state court having jurisdiction. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

6.5 Prior Performance.

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

6.6 Notices.

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America, Inc.
2343 Delta Road
Bay City, Michigan 48706

If to Client:

Osceola County
301 West Upton Avenue
Reed City, Michigan 49677

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only, and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

OSCEOLA COUNTY, MICHIGAN

By: _____

Name: _____

As its: _____

Address: 301 West Upton Avenue

City/State/Zip: Reed City, MI 49677

FEID: _____

MGT of AMERICA CONSULTING, LLC

By:  _____

Name: J. Bradley Burgess

As its: Senior Vice President

Address: 2343 Delta Road

City/State/Zip: Bay City, MI 48706

FEID: 59-1576733

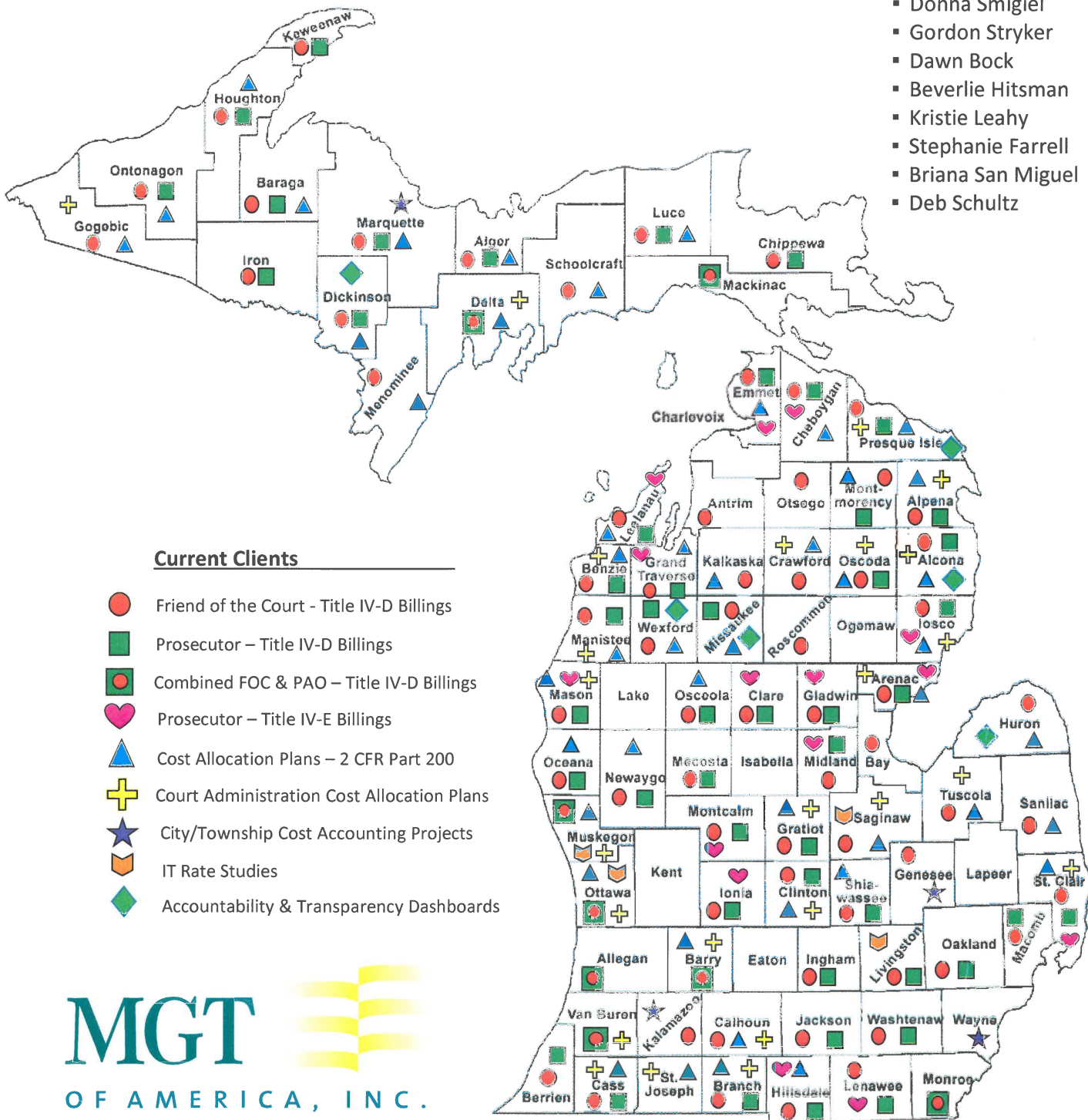
MGT of America, Inc.

2343 Delta Road
 Bay City, MI 48706
 989-316-2220

Client List

Professional Consulting Staff

- James R. Olson
- Donna Smigiel
- Gordon Stryker
- Dawn Bock
- Beverlie Hitsman
- Kristie Leahy
- Stephanie Farrell
- Briana San Miguel
- Deb Schultz



Updated: 5-11-2016

Additional Offices Located in: Tallahassee Florida - Austin Texas - Sacramento California - Olympia Washington