



Wexford County

**BOARD OF COMMISSIONERS**

*Gary Taylor, Chair*

**NOTICE OF MEETING**

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, February 20, 2019 beginning at 5:30 p.m. in the Commissioners’ Room of the Historic Courthouse in Cadillac, MI, 49601.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION ..... 1
  - 1. Raymond Griswold, Sheriff’s Department – 15 Years
- G. PRESENTATIONS AND REPORTS
  - 1. Invasive Species Annual Update (Vicki Sawicki, Conservation District)..... 2
- H. PUBLIC COMMENTS

*The Board welcomes all public input.*
- I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

*If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.*

  - 1. Approval of the February 6, 2019, Regular Meeting Minutes..... 8
- J. AGENDA ITEMS
  - 1. Lease Agreement with DHD #10 (Rec. & Bldg. 2/7/19) ..... 12
  - 2. Interagency Agreement with Northern Lakes Community Mental Health (Ex. 2/12/19) .... 23
  - 3. Supplemental Law Enforcement Services Agreement (Ex. 2/12/19) ..... 31
  - 4. Professional Services Agreement – Monumentation Surveyor (Finance 2/14/19) ..... 38
  - 5. Professional Services Agreement – Peer Review Surveyor (Finance 2/14/19)..... 63
  - 6. Co-Administrators’ Compensation (Executive 2/12/19)..... 76
  - 7. Discussion on a Policy Manual Update
  - 8. Budget Amendment(s)
  - 9. Committee of the Whole – Dispatch Center
  - 10. Closed Session to Discuss a Written Legal Opinion

- K. ADMINISTRATOR'S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENTS
- N. LIAISON REPORTS
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** HR/PUBLIC SAFETY COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** EMPLOYEE RECOGNITION CERTIFICATE(S)

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County policy B.13-0, at 10, 15, 20, 25, 30 and 35 years. The following employee should be recognized at a Board of Commissioners meeting for his service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Raymond Griswold	Jail	15 Years

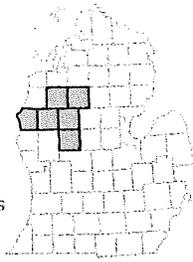
Raymond Griswold began employment with Wexford County on February 13, 2004 as a part-time Corrections Officer. Raymond currently holds the position of full-time Corrections Officer.

RECOMMENDATION:

HR/Public Safety recommends presentation of the Certificate of Appreciation to Raymond Griswold at the BOC meeting on February 20, 2019.



North Country  
Cooperative  
Invasive Species  
Management  
Area



# 2018 Annual Report

Fighting Invasives, Protecting Assets, Restoring Habitats

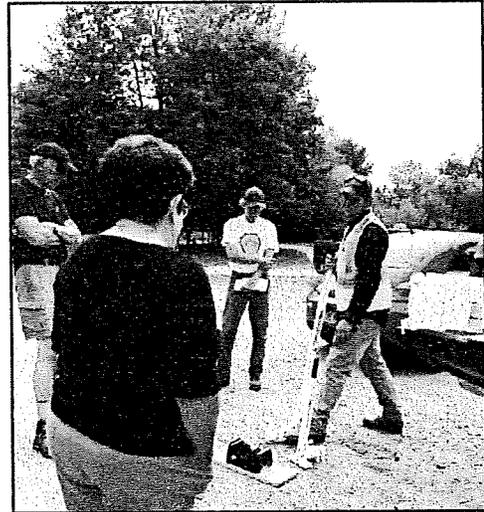
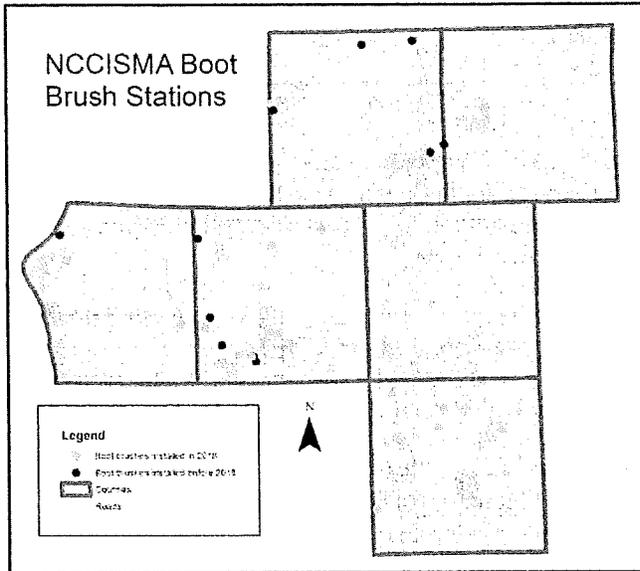
Serving the counties of Lake, Mason, Mecosta,  
Missaukee, Osceola, and Wexford

Funding	
Source	Details
Michigan Invasive Species Grant Program - 2015	Title: Pathways of Spread Amount: \$58,000 Project Period: Aug. 2017 - June 2018; <b>completed June 2018</b> Fiduciary: Mecosta Conservation District
Cadillac Area Community Foundation James & Michelle Bernier Energy & Environmental Fund	Title: Sentries at the Gate - experiential learning project with Cadillac High School Amount: \$1,000 Project Period: Dec. 2017 - Dec. 2018; <b>completed December 2018</b> Fiduciary: Mason-Lake Conservation District
Hamlin Lake Preservation Society	Title: Sentries at the Gate - experiential learning project with Ludington High School Amount: \$1,000 Project Period: Dec. 2017 - Dec. 2018; <b>completed October 2018</b> Fiduciary: Mason-Lake Conservation District
Cargill Corporation	Title: Sentries at the Gate - experiential learning project with Mecosta-Osceola Intermediate School District Amount: \$3,000 Project Period: Feb. 2018 - Feb. 2019 Fiduciary: Mason-Lake Conservation District
U.S. Forest Service - Great Lakes Restoration Initiative (GLRI)	Title: Public Parks Invasives Initiative Amount: \$40,000 Project Period: June 2017 - May 2019 Fiduciary: Mason-Lake Conservation District
U.S. Forest Service - GLRI, Huron-Manistee National Forest (HMNF) Outreach	Title: HMNF Supplemental Outreach Amount: \$13,315 Project Period: Feb. 2018 - July 2019 Fiduciary: Mason-Lake Conservation District
U.S. Forest Service - GLRI	Title: Parklands Initiative II Amount: \$40,000 Project Period: May 2018 - April 2020
U.S. Environmental Protection Agency	Title: Protecting Lower Northern Michigan From Invasive Species Amount: \$210,000 Project Period: Aug. 2017 - Dec. 2019 Fiduciary: Mason-Lake Conservation District
Michigan Invasive Species Grant Program	Title: Keeping North Country CISMA Viable Amount: \$60,000 Project Period: May 2018 - April 2019 Fiduciary: Mecosta Conservation District
Michigan Invasive Species Grant Program	Title: Strike Team Formation to Combat High Priority Invasives Amount: \$135,000 Project Period: May 2018 - April 2020 Fiduciary: Mason-Lake Conservation District

## 2018 Highlights

- Wrapped up 2015 Michigan Invasive Species Grant Program (MISGP) project: Pathways of Spread.
  - Distributed 17 boot-brush signs for installation across the region in 2018.
  - Contracted treatment of 15 acres of wild parsnip along the white pine trail.
- Received \$53,315 additional Great Lakes Restoration Initiative funding through the U.S. Forest Service

- Parklands Initiative II expands invasive species survey and treatment work in the public parks within NCCISMA. Parks added to the project include City of Cadillac, City of Big Rapids, and Osceola County Parks.
- Huron-Manistee National Forest (HMNF) Supplemental Outreach included educational door hanger distribution, and invasive species walking tours and treatment demonstrations.



NCCISMA demonstrates how to use an uprooter tool at Cartier Park in Ludington

- Received \$135,000 MISGP grant to establish a strike team and provide cost-shared treatments of high priority species for landowners in the region



High School Students report invasive species using the MISIN smartphone app

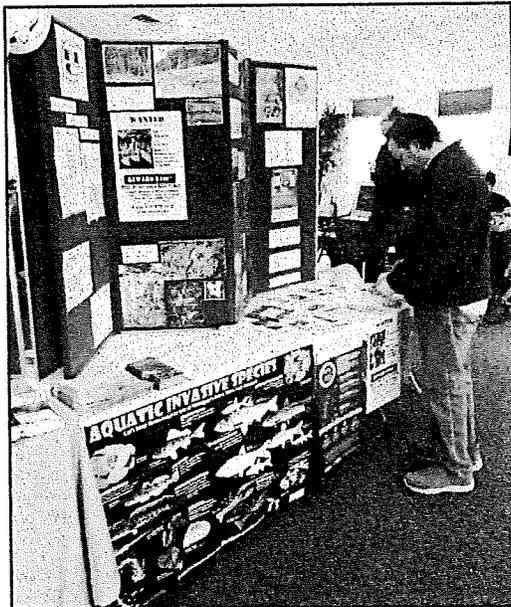
- Launched high school outreach program, providing invasive species identification and reporting training to 424 area students in 2018.
- Hosted 1/2 day Herbiciding Techniques and Safety educational event at Baker College in Cadillac.
- Monthly average of over 500 unique views on the NorthCountryInvasives.org webpage.
- Distributed 100 educational door-hangers and spoke with 20 residents in a garlic mustard hot-spot in Wolf Lake.

2018 Outreach		
Description	Number of Events	Number of People Reached
NCCISMA Hosted Outreach Events	8	218
NCCISMA Articles in Print/Electronic Publications	19	67,950
Interviews for radio, television, print, web	14	43,500
NCCISMA Facebook Postings	4	1,266
Booth at Partner Events	10	508
Presentations at Partner Events	21	1,013
High School Outreach	11	424
Invasive species walking tours and treatment demos	6	79
Educational Placemats Distributed to Restaurants	8	1,600
Educational Doorhanger Distribution	2	209
Invasive Species Control Workshops	8	71

- Joined the North Country Trail Association, Spirit of the Woods Chapter, in removing one acre of autumn olive and honeysuckle along the trail.
- Hosted two ORV outreach events, one at the Big-O ORV Trailhead, and another in the parking lot of Club 37.
- Contracted retreatment of 29 acre Phragmites infestation at Pere Marquette Marsh. This was previously contracted in 2017 by Mason-Lake Conservation District.
- Initiated Buttersville Campground restoration project in Mason County. Work here involved removal of ten acres of Japanese barberry, nine acres of garlic mustard, six acres of autumn olive and 1/2 acre of oriental bittersweet.
- Participated in A Few Friends of the Environment of the World (AFFEW) Earthday event, including informational booth and presentation on Landscaping with Native Plants.



ORV enthusiasts visit NCCISMA's booth at the Little-O trailhead in Lake County

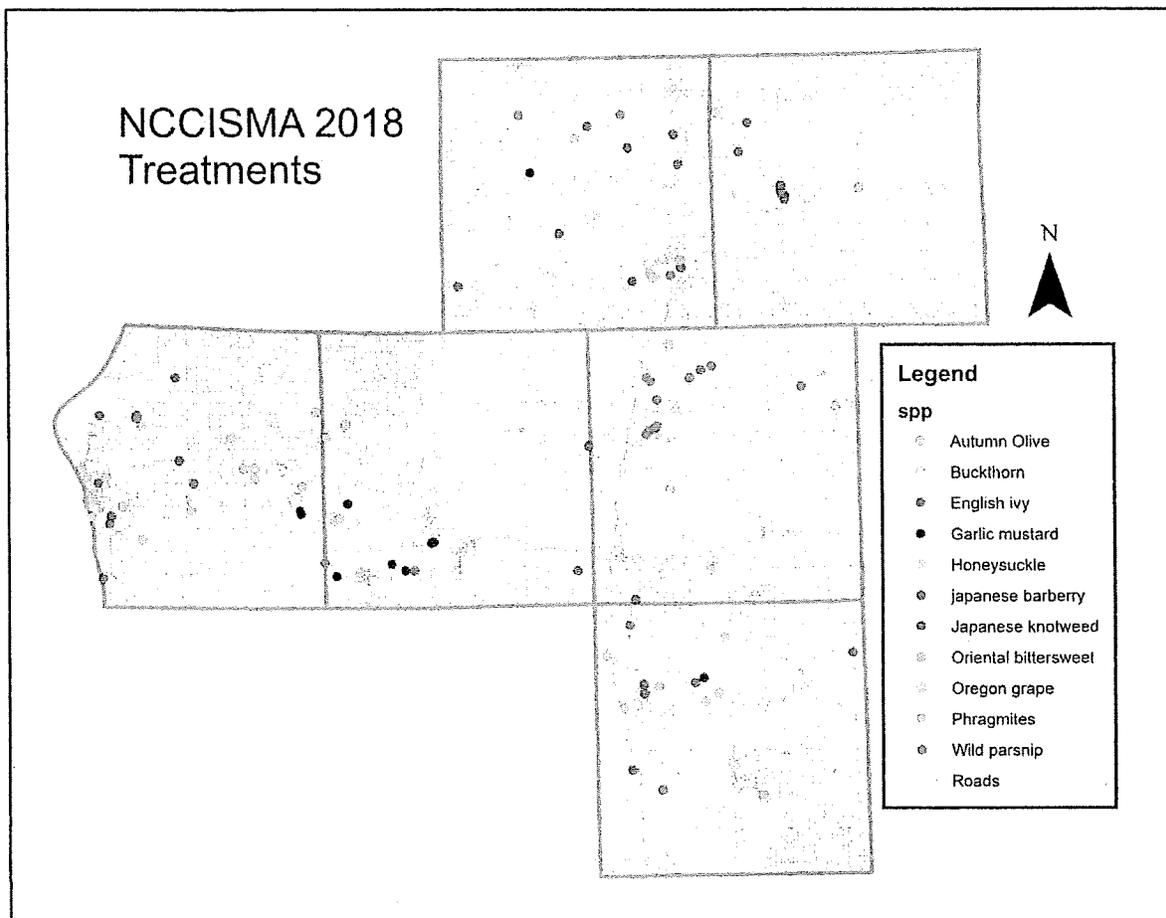


NCCISMA booth at AFFEW Earthday event

- Established formal partnership with Mecosta County Parks. Collaboration includes NCCISMA sponsored habitat restoration/improvement work at Paris Park, and Mecosta Country Parks providing staging area for regional strike team.
- Participated in the Natural Resource Stewardship Day hosted by MSU-Extension at Cran Hill Ranch. NCCISMA facilitated an educational game at this event that was attended by 325 area third graders, 66 parents, and 13 teachers.
- Advised Westwind Builders, the company that designs and builds Dollar General Stores in Michigan and several other states, on avoiding invasive species in landscaping. This meeting transpired after the Missaukee Conservation District Soil Erosion and Sedimentation Control Agent noticed invasive landscaping plants in the plans for the Dollar General being built in the county. She referred Westwind Builders Landscape Architect to NCCISMA, and alternative, non-invasive plants were installed instead.

### 2018 Accomplishments by County

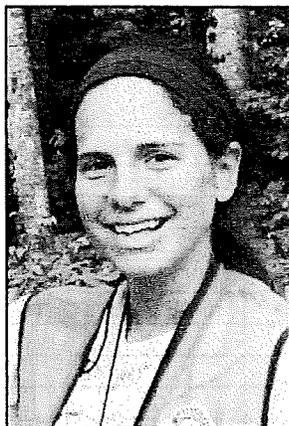
	Lake	Mason	Mecosta	Missaukee	Osceola	Wexford
IS Surveys Performed (sites/acres)			1/13 acres	1/12 acres	1/36 acres	2/115 acres
Field Visits/Consultations	4	17	24	9	20	21
Mechanical Control (sites/acres)	9/16 acres	12/52 acres	5/12.5 acres	1/0.5 acres	10/32 acres	7/13 acres
Chemical Control (sites/acres)	10/31.5 acres	34/93.5 acres	16/24.5 acres	8/11 acres	16/49.5 acres	18/ 35 acres
Boot Brush Signs Installed	7	2	6	1		1
IS Control Workshops	1	5	1			1
High School Outreach	2	4	1		2	2
IS walking tours/demos		2	1	1	2	



**Services NCCISMA provides:**

- Invasive species identification
- Invasive species surveys and management plans
- Invasive species treatment equipment rentals through partnering Conservation Districts
- Demonstrations and instruction on invasive species control techniques
- Invasive species treatment cost assistance
- Help with obtaining DEQ permits for treatment of invasive species in standing water
- Licensed pesticide applicator contact list

**Thank You Partners for an Awesome 2018! From your NCCISMA Staff:**



Jenna Johnson  
Outreach Coordinator



Zach Peklo  
Invasive Species Technician

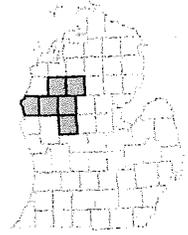


Vicki Sawicki  
Program Coordinator

# Cost Assistance Programs



NCCISMA has the following cost assistance programs for qualifying species, see back for species that qualify and identification tips



## Cost-share Program

- Landowners who do not want to perform invasive species treatments on their own
- Best suited for small infestations that are cost prohibitive for contractors to come treat
- NCCISMA staff will visit your property to assess the infestation and provide you a quote for treatment
- Treatments are performed at cost

**NOTE:** Requests for cost-share of infestations requiring specialized equipment to access will be referred to a private contractor—these may still qualify for reward program

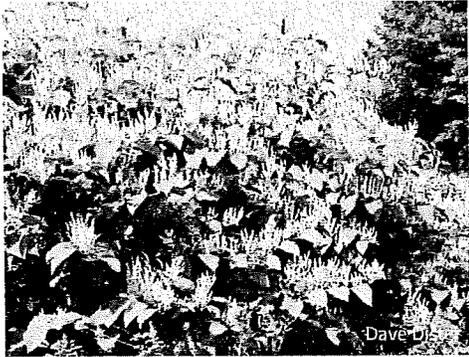
## Reward Program

- \$100 reimbursement for the cost to perform invasive species treatments
  - Treatments performed by property owner using approved methods
  - Contracted treatments\*

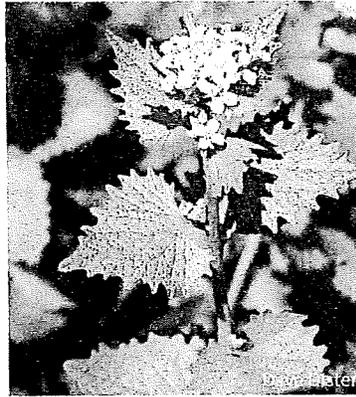
\*List of contractors with experience treating invasive species available upon request

For more information or to get involved in our programs contact Zach at 248-210-6047, or by email at [Zach.Peklo@macd.org](mailto:Zach.Peklo@macd.org).

# Species That Qualify You for the Cost-share and Reward Program



**Japanese & Giant Knotweed**-Looks like bamboo, can grow up to 12ft tall, large heart shaped leaves, tiny white flowers that form in the leaf axils



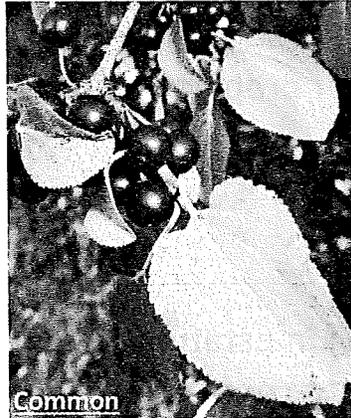
**Garlic Mustard**-Plant that smells like garlic when it is crushed, small white flower that is present in late April, early June



**Wild Parsnip**-Plant with a yellow umbrella shaped flower head



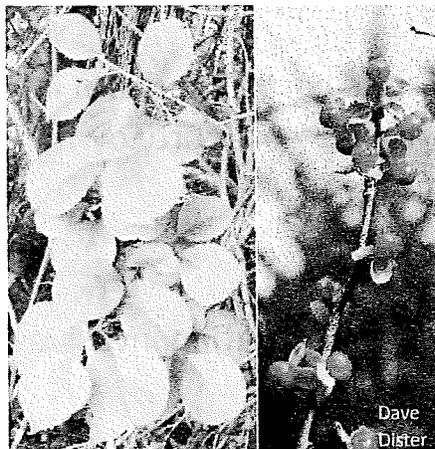
**Glossy/Common Buckthorn**- Shrub with yellow/orange inner bark, produces fruit that is mottled red to black in color



**Tree-of-heaven**-Tree that can grow up to 70ft tall, has smooth, spotted and pale gray bark, leaves smell like peanut butter when crushed, produces clusters of seeds in June



**Bristly Locust**-Shrub that has small round leaflets, stems covered in thick red bristles, has pink flowers



**Oriental Bittersweet**-aggressive vine, red berries with a yellow outer skin



**Phragmites**-a tall wetland grass, grows very dense, up to 13ft tall, has large, purple seed heads

**WEXFORD COUNTY BOARD OF COMMISSIONERS**  
Regular Meeting \* Wednesday, February 6, 2019

Meeting called to order at 5:30 p.m. by Chairman Gary Taylor.

Roll call: Present – Commissioners Joseph Hurlburt, Mike Musta, Benjamin Townsend, Michael Bush, Julie Theobald, Gary Taylor, Judy Nichols, and Brian Potter; Absent – Mike Bengelink

Pledge of Allegiance.

**Additions/Deletions to the Agenda**

*Added* - J.3.a. Amended Resolution 18-45

**Approval of the Agenda**

**MOTION by Comm Theobald, seconded by Comm Bush to approve the agenda, as amended.**

**All in favor.**

**Employee Recognition -**

1. Duane Alworden, Central Dispatch – 15 Years  
Duane Alworden was present to accept his 15 year Service Award from Chair Taylor.

**Presentations and Reports – None**

**Public Comments**

Bill Paul, 8058 Hagstrom Lane, supports the County sending a letter to the Airport Authority.

**Consent Agenda**

1. Approval of the January 16, 2019, Regular Meeting Minutes and January 30, 2019 Special Meeting Minutes.

**MOTION by Comm Nichols, seconded by Comm Theobald to approve the Consent Agenda, as presented.**

**All in favor.**

**Agenda Items**

1. Wexford Missaukee Community Corrections Advisory Board – Amended Bylaws  
**MOTION by Comm Theobald, seconded by Comm Potter to approve the changes to the Wexford Missaukee Community Corrections Advisory Board Amended Bylaws, as presented.**

The bylaw change request would reduce their meeting from four times a year to three and change their membership from six to seven.

**All in favor.**

2. TKS Security Quotes – Lake Street & Public Defender Office  
**MOTION** by Comm Nichols, seconded by Comm Potter to approve the TKS Security Quotes for Lake Street in the amount of \$895 with a monthly charge of \$45 and the Public Defender Office in the amount of \$7,188.50 with a monthly charge of \$45 and waiving the bidding requirements, as presented.

**Roll call: Motion approved unanimously.**

3. Discussion on Letter to the Airport Authority RE: Unmanned Aircraft  
This topic was left open after our last Board meeting. It has come back to see what the Board's next action may be. It was stated that the agreement in place between the City, Wexford County and the Airport Authority takes the decision making away from the City and the County. The authority stays with the Airport Authority. Robert White, President of the RC Modelers, explained the reason for selecting the airport for the unmanned aircraft. The County has no decision to make, only liability concerns.

**MOTION** by Comm Bush, seconded by Comm Potter to allow the Administrator to respond to the communication received from Bill Paul and allow the decision making of the RC Aircraft to the Airport Authority.

**All in favor.**

- a. Amended Resolution 18-45 - *Added*  
**MOTION** by Comm Musta, seconded by Comm Theobald to amend Resolution 18-45 changing the effective date from January 1, 2019 to February 1, 2019, as presented.

**Roll call: Motion approved unanimously.**

4. LOU from MERS Regarding Hybrid Plan  
**MOTION** by Comm Theobald, seconded by Comm Bush to approve the Letters of Understanding between Wexford County and the TPOAM-Supervisors, the TPOAM-General/Courts and the POAM-Non 312 regarding the mandated 5% employee contribution to the MERS Hybrid Plan and the Defined Contribution Plan effective February 1, 2019, as presented.

**Roll call: Motion approved unanimously.**

5. Committee of the Whole – Dispatch Center  
**MOTION** by Comm Theobald, seconded by Comm Bush to form a Committee of the Whole for the purposes of discussing the Central Dispatch 911 Center.

**All in favor.**

Board members were presented with a bill from DK Design for the architectural work done. It is well within their bid. The amount of this billing is \$7,300.00.

According to DK Design, the RFPs should be out to the public by the third week in February. Bids are to be back by March 11<sup>th</sup> to the 15<sup>th</sup>. Once the bids have been opened, DK Design will review them and bring that information back to the Board on March 20, 2019, with their recommendation.

**MOTION by Comm Theobald, seconded by Comm Bush to rise and report the findings for the Committee of the Whole.**

**All in favor.**

**MOTION by Comm Theobald, seconded by Comm Nichols to approve the bill from DK Design in the amount of \$7,300.00, as presented.**

**Roll call: Motion approved unanimously.**

**Administrator's Report**

Jayne Stanton, County Treasurer/Interim Administrator informed the Board the historic portion of the Courthouse had a leak that was discovered Monday morning. Adam Kerr, County Maintenance, determined that a cast iron pipe had rusted through. The pipe ran from the roof into the crawl space of the Courthouse. The pipe has been repaired. He has arranged for carpets to be cleaned with a mold preventative soap.

**Correspondence - None**

**Public Comments - None**

**Liaison Reports**

Comm Musta attended a CWTA meeting on January 21, 2019 and was given a tour of the facility. He reported that ridership has continued to rise, they are working on their 2020 budget and he better understands the services they provide our community.

Comm Townsend was very impressed with all the work that is performed at Northern Lakes Community Mental Health. The administrator from Leelanau County explained the drug problems that they are seeing with their youth. Leelanau County has begun taking preventative steps by meeting youth at the schools. They hope to see some relief. He also attended the Networks Northwest and learned a lot about effectively working with the community. He also attended the Cadillac/Wexford County Library and they too

are doing many good things for our community. They are looking at saving around \$300,000 to replace the roof on the building.

Comm Theobald attended a Community Corrections meeting and she agreed with the need to change their bylaws to increase membership from six to seven. She also attended a DHHS meeting where they have instituted a new calling system. It has a few problems, but they are working on them.

Comm Nichols attended a District Health Department #10 meeting where they have many things going on. She encourage the public to get on their website to see all the things they provide for our community. She has offered her assistance at the Fair Board for "Veterans Salute". The attendance has grown smaller over the past five years.

Comm Hurlburt attended his first Road Commission meeting and had a tour. He also congratulated Rich Charmoli for 15 years of service at the Cadillac News.

#### **Board Comment**

Comm Musta congratulated Duane Alworden for his 15 years of service to the County.

Comm Townsend learned that the Road Commission has GPS systems on their vehicles.

Comm Bush hopes the RC Aircraft matter is now taken care of and put back to the Airport Authority. He too congratulated Duane Alworden.

Comm Theobald thanked Misty Stark for the minor changes made in the bylaws. She also congratulated Duane Alworden for his years of service.

Comm Hurlburt introduced Travis Baker as our Emergency Manager for Wexford County.

#### **Chairman's Comments**

Comm Taylor thanked all for coming tonight.

#### **Adjourn**

**MOTION** by Comm Theobald, seconded by Comm Potter to adjourn  
at 6:04 p.m.

**All in favor.**

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Gary Taylor, Chairperson

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Elaine L. Richardson, County Clerk

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** RECREATION & BUILDING COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** DISTRICT HEALTH DEPARTMENT #10 LEASE  
AGREEMENT

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County and the District Health Department #10 have had a lease agreement since 2003. Both parties recognize the value of space in the budget and this amount is treated as a "payment in kind" towards the County's obligation to fund its share of operations.

District Health Department #10 wishes to continue the lease agreement for three years commencing on January 1, 2019 through December 31, 2021.

RECOMMENDATION:

The Recreation and Building Committee recommends the renewal of the lease agreement.

## **LEASE AGREEMENT**

### **SECTION 1 - PARTIES:**

**THIS LEASE**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **COUNTY OF WEXFORD**, a public agency of the State of Michigan, whose principal place of business located at Courthouse, Cadillac, MI 49601 (hereinafter referred to as the "Lessor") and the **DISTRICT HEALTH DEPARTMENT #10**, a public agency of the State of Michigan (hereinafter referred to as the "Lessee").

### **SECTION 2 - PREMISES:**

The Lessor, in consideration of the covenants, conditions, agreements and stipulations of the Lessee hereinafter expressed, does hereby demise and lease to the Lessee, and the Lessee does hereby take and hire from the Lessor the premises, situated in the Wexford County Services Building at 521 Cobb Street, Cadillac, MI 49601, consisting of approximately 14,426 square feet of office space area, with the specific locations within the building to be designated by the Lessor (hereinafter referred to as the "Leased Premises").

### **SECTION 3 - TERM AND USE:**

The Lessor hereby leases to Lessee the above-described Leased Premises for a three (3) year term, commencing on the 1<sup>st</sup> day of January 2019, and terminating on the 31<sup>st</sup> day of December 2021. The premises shall be used by the Lessee, exclusively for the District Health Department programs.

### **SECTION 4 - TERMINATION PROVISION:**

Either the Lessor or the Lessee shall have the right to terminate this Lease at any time during the original term or any extended term by providing to the other party sixty (60) calendar days' advance written notice of the termination.

### **SECTION 5 - RENTS:**

The Lessee and the Lessor agree the value of rent for the Leased Premises is EIGHTEEN AND 50/100 DOLLARS (\$18.50) per square foot. The Leased Premises includes 14,426 square feet. The annual value for the Leased Premises is TWO HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-ONE AND 00/100 DOLLARS (\$266,881.00). The parties acknowledge other valuable consideration contained herein, including, but not limited to, the services provided by the Lessee to the residents of the County of Wexford.

**SECTION 6 - OPTION TO RENEW TERM:**

The Lessee shall have the right at its option to extend the term of this Lease for up to ten (10) additional one (1) year terms from the termination date of the original term or any extended term. This option shall be exercised by written notice to the Lessor, given not less than sixty (60) calendar days prior to the expiration date of the original term stating the length of time in which the Lease's term shall be extended. If the Lessee extends the term of this Lease by exercise of its option to renew, all terms and conditions set forth in this Lease shall remain in full force, including expressly the right of either party to terminate the Lease as provided in Section 4 above.

**SECTION 7 - UTILITIES, MAINTENANCE, REPAIRS AND JANITORIAL SERVICES:**

The Lessor shall maintain the Leased Premises in good repair, and shall provide utilities such as heat, air, water, and electricity for the Leased Premises during the term of this Lease. The Lessor agrees to make and pay for all maintenance and repairs to the Leased Premises including, but not limited to, heating-cooling system, electrical, plumbing, sewerage, and structural defects.

**SECTION 8 - MEDICAL WASTE, TRASH:**

The Lessee shall not dispose in trash containers to be emptied by Lessor's janitors any hypodermic needles, syringes, drugs, contaminated or poisonous materials. All such materials shall be placed in separate secure containers and be disposed of by the Lessee at locations other than Lessor's property.

**SECTION 9 - ALTERATIONS AND SURRENDER OF DEMISED PREMISES:**

The Lessee covenants and agrees that it will make no structural change or major alteration without the Lessor's written consent, and that it will not, in any manner, deface or injure the Leased Premises or any part thereof, and that it will return said Leased Premises peaceably and promptly to the Lessor at the end of the term of this Lease, or at any early termination thereof, in as good condition as the same where in when Lessee initially occupied the Leased Premises, ordinary wear and tear expected.

**SECTION 10- FIXTURES AND PERSONAL PROPERTY:**

Any trade fixtures, equipment and other property installed in or attached to the Leased Premises by or at the expense of the Lessee shall remain the property of the Lessee. The Lessor agrees that the Lessee shall have the right to remove any and all of its trade fixtures, equipment and other property provided, however, that in the event of such removal Lessee shall restore the Leased Premises to substantially the same condition in which the Leased Premises were in,

ordinary wear and tear and alterations/improvements approved by the Lessor in writing excepted.

**SECTION 11 - ABANDONED PROPERTY:**

In the event Lessee shall abandon the Leased Premises and leave on said Leased Premises any personal property, the Lessor shall notify the Lessee in writing of such abandoned property, and afford the Lessee thirty (30) days from the date the Lessee received such notice to claim and remove the abandoned property within the above-stated time period, the Lessor shall have the absolute right to remove said personal property from the Leased Premises and dispose of it in any way the Lessor deems reasonable.

**SECTION 12 - INSPECTION:**

The Lessor shall have the right at all reasonable times to inspect the interior of the Leased Premises and to perform any and all repairs necessarily required of the Lessor, and to periodically assess the condition of said Leased Premises.

**SECTION 13 - SUBLETTING, ASSIGNING:**

This Lease shall be binding upon and inure to the benefit of the Lessor and Lessee hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted in writing by Lessor. The Lessee shall not sublet the Leased Premises, or in any manner assign or transfer this Lease, or grant any right or license to any other individual or organization for the use of the Leased Premises without express written consent of the Lessor. Any authorized subletting of this Lease shall in no way release the Lessee from its responsibilities or covenants herein.

**SECTION 14 - QUIET POSSESSION:**

The Lessor shall, on the commencement date of the term of this Lease, place the Lessee in quiet possession of the Leased Premises and shall secure such quiet possession thereof against all persons claiming the same during the entire Lease and each extension thereof. The Lessor shall have the right, upon reasonable written notice to Lessee, to enter the Leased Premises for the purposes of inspecting the condition of the building and the Leased Premises.

**SECTION 15 - TAXES:**

The Lessor is exempt from all real estate taxes for the demised premises as the public entity. As a public agency, it is Lessor's understanding that Lessee's personal property is exempt from taxes by law. In the event any such personal property become subject to taxation, Lessor shall be notified of the same.

## **SECTION 16 - INSURANCE AND WAIVER OF SUBROGATION:**

- A. The Lessee shall acquire and maintain at its own expense adequate public liability insurance or self-insurance for the Lease Premises on a comprehensive general liability form during the entire Lease. The Lessee's Comprehensive General Liability Insurance shall cover all its operations including the occupancy and/or use of the Lease Premises and the common areas of the Lessor's property of which the Lease Premises are a part including, but not limited to, driveways, parking lots, sidewalks, hallways, stairways, elevators, restrooms, etc. The limits of liability of such liability insurance shall be not less than \$5,000,000.00 per occurrence, and/or aggregate, combined single limit for personal injury, bodily injury, and property damage. Coverage shall include the following extensions (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Per contract aggregate. It is understood and agreed that the following shall be Additional Insured on the Lessee's liability insurance coverage: the Lessor, including all the Lessor's elected and appointed officials, all employees and volunteers. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.
- B. The Lessor shall acquire and maintain adequate insurance covering the full replacement cost of the Leased Premises against fire, vandalism, and the extended coverage perils for the buildings.
- C. The Lessee shall, prior to the commencement of the Lease, furnish to the Lessor copies of policies evidencing coverage under Paragraph A above. All such policies shall state that such insurance coverage may not be changed or canceled without at least thirty (30) days' written notice to the Lessor and the Lessee.

If any of the insurance coverages expire during the term of this Lease, the party's whose coverage has expired shall deliver renewal certificates and/or policies to the other party at least ten (10) days prior to the expiration date.

- D. To the extent permitted by law, the Lessor hereby releases Lessee, its elected and appointed officials, employees and volunteers and others working on behalf of the Lessee from any and all liability or responsibility to the Lessor or anyone claiming through or under the Lessor by way of subrogation or otherwise, for loss or damage to property caused by fire or any other casualty to the extent covered by property insurance obtained and/or maintained by the Lessor pursuant to this Lease, even if such fire or other casualty shall have been caused by the fault or negligence of Lessee, its elected or appointed officials, employees or volunteers or others working on behalf of Lessee. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessor's policies of

insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessor to recover thereunder.

The Lessor agrees that its policies will include such a clause or endorsement.

- E. To the extent permitted by law, the Lessee hereby releases the Lessor, its elected and appointed officials, employees and volunteers and others working on behalf of the Lessor from any and all liability or responsibility to the Lessee or anyone claiming through or under the Lessee by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of the Lessor, its elected or appointed officials, employees or volunteers or others working on behalf of the Lessor, including, but not limited to, any loss of office furniture, trade fixtures, office equipment, supplies, and all other items of Lessee's property on the Lease Premises due to fire, vandalism, or other perils. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Lessee's occupancy or use, and Lessee's policies or insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Lessee to recover thereunder.

The Lessee agrees that its policies will include such a clause or endorsement.

#### **SECTION 17 - INDEMNIFICATION AND HOLD HARMLESS:**

The Lessee shall, at its own expense, indemnify, protect, defend and hold harmless the Lessor, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees the Lessor may incur as a result of any acts, omissions or negligence of the Lessee, its employees, agents or subcontractors that may arise out of this Lease. The Lessee's responsibilities to the Lessor and its officers, employees, and agents as set forth in this provision shall not be mitigated by the insurance coverage obtained by the Lessee pursuant to the requirements of this Lease.

#### **SECTION 18 - DAMAGE BY FIRE OR OTHER HAZARD:**

If the Leased Premises or the building containing the same is damaged or destroyed by fire or other cause, then Lessor, with due diligence, shall repair and restore said building and premises to their condition immediately prior to such damage or destruction; and the fixed rents shall abate proportionately according to the extent that the occupancy and use of the Leased Premises is affected. Provided, however, that in the event the Leased Premises are completely destroyed or damaged and not to be useable by the Lessee for the purposes herein provided, or if the Lessor determines the reconstruction or repair is not practicable, then this Lease may be terminated by

either party hereto by serving thirty (30) days' written notice upon the other, and fixed rents shall abate during the time period that the tenancy of the Leased Premises is affected.

**SECTION 19 - DEFAULT:**

If the Lessee shall default in fulfilling any covenant or condition of this Lease, the Lessor may give the Lessee fourteen (14) days' written notice of intention to terminate this Lease and, at the expiration of said fourteen (14) days, the Lessee will then surrender the Leased Premises to the Lessor according to the laws of the State of Michigan, and shall pay the Lessor all rents due and owing as of the effective date of termination.

**SECTION 20 - NOTICES:**

Wherever in this Lease, it shall be required or permitted that notice or demand be given or serviced by either party to this Lease, such notice or demand shall be given in writing and forwarded by first class mail, with postage prepaid, addressed as follows:

To the Lessor at:               County of Wexford  
  Courthouse  
  Cadillac, MI 49601

To the Lessee at:               District Health Department #10  
  1049 Newell, PO Box 850  
  White Cloud, MI 49349

Such addresses may be changed from time to time by either party by serving written notices as above provided.

**SECTION 21 - OBLIGATIONS OF SUCCESSORS:**

The Lessor and the Lessee agree that all the provisions of this Lease shall bind and be to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

**SECTION 22 - APPLICABLE LAW AND VENUE:**

This Lease shall be construed under and in accordance with the laws of the State of Michigan. In the event any disputes arise under this Lease, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**SECTION 23 - EFFECT OF PARTIAL INVALIDITY:**

If any provision of this Lease is held to be invalid or unenforceable because of State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered to be deleted and the remainder of this Lease shall not be affected thereby. Where the deletion of the invalid or unenforceable provision would result in the illegality and/or unenforceability of this Lease, this Lease shall be considered to have terminated as of the date in which the provision was declared invalid or unenforceable.

**SECTION 24 - EMINENT DOMAIN:**

If the Leased Premises taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on that part taken on the day possession is taken.

**SECTION 25 - PARKING:**

The Lessor grants the Lessee, its invitees, patients and general public, together with and subject to the same rights also retained by the Lessor, the right to use the parking area adjacent to the Leased Premises.

**SECTION 26 - HEADING OF SECTIONS:**

The headings of the sections of this Lease are for convenience only, and do not define, limit or construe the contents.

**SECTION 27 - WAIVERS:**

No failure or delay on the part of either of the parties to this Lease in exercising any right, power or privilege set forth herein 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.

**SECTION 28 - AMENDMENTS:**

Modification, amendments, alterations, or waivers or any provision of this Lease may be made only by the written mutual consent of the parties hereto.

**SECTION 29 - NONDISCRIMINATION:**

The Lessee shall not discriminate against a person to be served or 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, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political

affiliation. The Lessee shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- a. The Elliot-Larson Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 335, and regulations promulgated thereunder.
- d. The Americans with Disabilities Act of 1990, P. L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this provision shall be regarded as a material breach of this Lease. In the event the Lessee is found not to be in compliance with this provision, the Lessor may terminate this Lease effective as of the date of delivery of written notification to the Lessee.

**SECTION 30 - COMPLETE LEASE:**

This Lease and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or otherwise, regarding the subject matter of this Lease or any part thereof shall have any validity or bind any of the parties hereto.

**SECTION 31 - ATTORNEY'S FEES:**

In the event the Lessor or the Lessee breaches any of the terms of this Lease whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the party not in default reasonable attorney(s) fees so incurred by such other party.



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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** EXECUTIVE COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** INTERAGENCY AGREEMENT FOR PROVISION OF  
MENTAL HEALTH SERVICES

SUMMARY OF ITEM TO BE PRESENTED:

An Interagency Agreement with Northern Lakes Community Mental Health and various Wexford & Missaukee County agencies is attached for consideration. This agreement will serve individuals with serious mental illness who are considered at risk for 1 or more of the following:

- a. Entering the criminal justice system
- b. Not receiving needed mental health treatment services during incarceration
- c. Not receiving needed mental health treatment upon release from incarceration
- d. Committed to the jurisdiction of the department of corrections

The previous agreement was signed in 2014.

RECOMMENDATION:

The Executive Committee recommends the full board approve the agreement, as presented.

# Interagency Agreement

Between

**Northern Lakes Community Mental Health  
Wexford and Missaukee County Sheriff  
Wexford and Missaukee County Prosecuting Attorney  
28<sup>th</sup> Wexford and Missaukee County Judicial Circuit Courts  
84<sup>th</sup> Wexford and Missaukee County District Courts  
And the Wexford and Missaukee County Commissions**

## **The Purpose of this Interagency Agreement (agreement).**

1. The parties agree (pursuant to Act. No 28, Public Acts of 2014, Enrolled Senate Bill No. 558) to collaborate, coordinate, and facilitate activities and services to best serve individuals with serious mental illness who are considered at risk for 1 or more of the following:
  - (a) Entering the criminal justice system.
  - (b) Not receiving needed mental health treatment services during a period of incarceration in a county jail.
  - (c) Not receiving needed mental health treatment services upon release or discharge from incarceration in a county jail.
  - (d) Being committed to the jurisdiction of the department of corrections.
  
2. Health letter dated October 26, 2010 and with the Subject line: Use of General Fund Dollars for Services to Inmates of County Jails. The parties agree to coordinate efforts to seek a statewide solution that would allow for continued use of General Fund dollars to support the following services within the Wexford-Missaukee County Jail:
  - (a) Crisis intervention services and preadmission screenings (this would be in addition to jail diversion and community based emergency services in partnership with law enforcement).
  - (b) Clinical serves and psychiatric mental health services to registered consumers consistent with the Individual Plan of Services or as amended, who are currently an inmate or who become jail inmates
  - (c) Collaboration, coordination, and facilitation of activities and discussions to determine the needed services that best serve individua ls with mental health needs incarcerated in the Wexford-Missaukee County Jail. These discussions will include discovery of present services, discovery and enumeration of critical mental health services and other needed services such as on-site psychiatric care, dispensing of medication, pharmaceutical reviews, and any other activities that the below listed liaisons deem necessary to determine how best to provide mental health services in the jail.

## II Provisions

Whereas, the Michigan Mental Health Code requires that each county shall have a written interagency agreement in place for a collaborative program to provide mental health treatment and assistance, if permitted by law and considered appropriate, to persons with serious mental illness who are, or may become, incarcerated in a county jail (MCL 330.1207a).

Whereas, the Parties seek to have a written interagency agreement for a collaborative program that provides the most appropriate treatment options and risk management for person with serious mental illness and co-occurring mental illness and/or substance use disorders, and who are at risk of the following:

- (a) Entering into the criminal justice system.
- (b) Not receiving needed mental health treatment services during a period of incarceration in the Wexford-Missaukee County Jail.
- (c) Not receiving needed mental health services upon release or discharge from incarceration in the county jail.
- (d) Being committed to the jurisdiction of the State of Michigan.

## III Agreements

This agreement shall, at a minimum, cover all of the following areas:

- (a) Guidelines for program eligibility- Each party will follow applicable laws, regulations, and their internal policies, respectively. Northern Lakes Community Mental Health {NLCMH} will complete an assessment, including the administering of The Level of Care Utilization System to determine if an individual meets the medical necessity criteria for ongoing mental health services to address serious mental illness.
- (b) Interagency communication and coordination-Law Enforcement, court staff, and jail staff will make a referral to NLCMH if it reasonably appears that an individual entering into, involved in, or leaving the criminal justice may be experiencing a serious mental illness. All parties agree that coordination and communication can occur through direct communication (in person or via phone) and indirect communication (fax, message, or written documentation).
- (c) Day-to-Day Program Administration-Each party to this agreement will be responsible for internal day-to-day administration and recordkeeping related to their involvement in the program.
- (d) Involvement of service consumers, family members, and other stakeholders-All parties recognize the importance of involving family and other stakeholders whenever possible. NLCMH agrees to include all natural supports in treatment as the participants chooses or court orders.
- (e) How program shall work with local courts-When the court is informed that a person under court jurisdiction in a criminal proceeding is in need of mental health services, the person will be referred to NLCMH for evaluation. A referred individual may voluntarily agree to services or be court ordered to receive services when

- (f) How the program shall address potential participants before and after criminal charges have been filed-All Parties shall make referrals as set forth in section III (b) above. NLCMH shall determine eligibility based on medical necessity and, when appropriate, will provide services (including outreach) to involve the participant and natural supports in the course of treatment.
- (g) Resource sharing between Parties to the Interagency Agreement-The Parties to this agreement shall share resources, including expertise, information, and data gathered by the various program administrators.
- (h) Screening and assessment procedures-All Parties will utilize their practice and procedures for screening and assessing an individual who meets criteria noted in section I 1 above.
- (i) Guidelines for case management-All Parties shall follow their established case management procedures.
- (j) How the program will work with county jails-See subsection I 2 above. Additionally, all Parties agree to continue work collaboratively with the county jail.
- (k) Criteria for completing the program-Criteria for program completion will be specified in the court order and/or NLCMH Individual Plan of Services.
- (l) Mental Health Treatment services-The Parties will make every effort to assure that a complete array of medically necessary mental health and co-occurring substance use disorder services will be provided to those who meet eligibility criteria.
- (m) Procedures for first response to potential cases, including response to crises- Consistent with current laws, regulations, and practice NLCMH will provide crisis interventions and preadmission screening assessments.
- (n) How administrators of the program will report the program's actions and outcomes to the public-Each Party will share information and data consistent with their current practice, respectively.

#### IV Notice and Communications

1. Contact information for all Parties is as follows:
  - a. Wexford County Administrator  
 Elaine Richardson  
 437 E. Division St.  
 Cadillac, MI 49601  
 (231) 779-9453
  - b. 84<sup>th</sup> District Court  
 Missaukee County  
 Honorable Melissa Ransom  
 111 South Canal  
 P.O. Box 800  
 Lake City, MI 49651  
 (231) 839-4967

Wexford County  
Honorable Audrey Van Alst  
437 E. Division  
Cadillac, MI 49601  
(231) 779-9515

- c. 28<sup>th</sup> Judicial Circuit Court  
Honorable William A. Fagerman  
Missaukee County Address:  
111 South Canal  
P.O. Box 800  
Lake City, MI 49651  
(231) 839-4967

Wexford County Address:  
437 E. Division St.  
Cadillac, MI 49601  
(231) 779-9490

- d. Prosecuting Attorney  
Missaukee County  
David DenHouten.  
209 South Canal St.  
P.O. Box 363  
Lake City, MI 49651  
(231) 839-3111

Wexford County  
Jason Elmore  
437 E. Division St.  
Cadillac, MI 49601  
(231) 779-9505

- e. County Sheriff Department  
Missaukee County  
Will Yancer  
110 Pine St.  
Lake City, MI 49651  
(231) 839-4338

Wexford County  
Trent Taylor  
820 Carmel St.  
Cadillac, MI 49601  
(231) 779-9211

f. County Jail Administrator  
Missaukee County  
Kenny Bigger  
110 E. Pine St.  
Lake City, MI 49651  
(231) 839-4338

Wexford  
CountyJail  
Admistrator  
Lt.MikeMcDaniel  
820 Carmel St.  
Cadillac, MI 49601  
(231) 779-9211

g. Wexford County Board of Commissioners  
Chairperson, Wexford County Board of Commissioners  
437 E. Division St.  
Cadillac, MI 49601  
(231) 779-9453

h. Missaukee County Board of Commissioners  
Chairperson, Missaukee County Board of Commissioners  
Court House  
111 S. Canal  
Lake City, MI 49651

2. This agreement constitutes the entire agreement of the Parties with respect to the interagency agreement required by MCL 330.12074a. This agreement does not supersede or terminate Memoranda of Understanding (MOU) or other agreements existing between the Parties already in existence that may further expound on the various programs provided in this Agreement. The Parties may enter into other MOUs or agreements for existing or other programs.
3. The persons signing this Agreement, on behalf of the parties, hereto certify, by said signatures, that they are duly authorized to sign this Agreement.
4. **In Witness Where of**, the authorized Parties hereto have fully executed this Agreement.

Northern Lake Community Mental Health

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Missaukee County Sheriff

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Wexford County Sheriff

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Missaukee County Prosecuting Attorney

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Wexford County Prosecuting Attorney

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Missaukee County 28<sup>th</sup> Judicial Circuit Court

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Wexford County 28<sup>th</sup> Judicial Circuit Court

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Missaukee County 84<sup>th</sup> District Court

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Wexford County 84<sup>th</sup> District Court

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Missaukee County Board of Commissioners

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Wexford County Board of Commissioners

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** EXECUTIVE COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** AGREEMENT FOR SUPPLEMENTAL LAW  
ENFORCEMENT SERVICES

SUMMARY OF ITEM TO BE PRESENTED:

An Agreement for Supplemental Law Enforcement Services (School Resource Officer) is attached for consideration. This agreement will provide a School Resource Officer to the Cadillac Area Public Schools and at school venues outside the City and within Wexford County.

RECOMMENDATION:

The Executive Committee recommends the full board approve the agreement, as presented.

**AGREEMENT FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES  
(School Resource Officer)**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2019 by and between the CADILLAC AREA PUBLIC SCHOOLS, a Michigan Public Agency, of 421 S. Mitchell St., Cadillac, Michigan 49601 (hereinafter referred to as the "Schools"), the CITY OF CADILLAC, a Michigan Municipal Corporation, of 200 N. Lake St., Cadillac, Michigan 49601, for itself and the CADILLAC POLICE DEPARTMENT (hereinafter referred to as the "City"), and the COUNTY OF WEXFORD, a Michigan political subdivision, of 437 E. Division St., Cadillac, Michigan 49601 for itself and the WEXFORD COUNTY SHERIFF'S DEPARTMENT, (hereinafter referred to as the "County").

**WITNESSETH:**

WHEREAS, the City of Cadillac, through the Cadillac Police Department, is willing and able to provide school resource supplemental law enforcement services to the Cadillac Area Public Schools; and

WHEREAS, the Cadillac Area Public Schools desire such supplemental law enforcement services for the benefit of its students, staff, and visitors; and

WHEREAS, Wexford County, through the Wexford County Sheriff's Department, is willing to authorize Cadillac police officers to perform law enforcement services at school venues outside the City of Cadillac and within Wexford County.

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

**1. Services to be Performed by the City.** The City shall provide the Schools with one police officer assigned as a School Resource Officer to provide supplemental law enforcement services to the Schools. These supplemental law enforcement services shall be performed through the assignment of an officer that will work in the school environment both in the schools and in the field. The service shall consist of one (1) police officer and one (1) vehicle over and above those services otherwise provided by regular patrol officers. These law enforcement services shall be performed in accordance with the following:

- A. Supplemental law enforcement services to be performed by the School Resource Officer (SRO) may generally include, but not be limited to the following:
  - (i) Responding to School-related emergency law enforcement activities which may include: making arrests; conducting search and seizure of person or property using a reasonable suspicion test; carrying a firearm on or about school property; and exercising other police powers with respect to enforcement of Michigan law;

(ii) Keeping a file of all incident reports or law enforcement records prepared as a result of School-related law enforcement activities;

(iii) Providing law enforcement input into School-based security; and

(iv) Performing other duties as mutually agreed upon by the SRO and the Schools so long as they are consistent with local, state and federal law and the policies and procedures of the Cadillac Police Department and the Schools.

- B. The SRO shall perform services under this Agreement for approximately thirty (30) hours per week while school is in session, both on-site at the various Schools' locations, as well as at off-site student activity venues within Wexford County, including CASA Athletics Fields, the WEX Civic Arena, and Camp Torenta. Supplemental law enforcement services at these off-site venues will only be provided during Schools-sponsored student activities. The Schools shall provide the SRO with a list of these off-site events and dates/times accordingly. The SRO is not authorized to perform law enforcement services under this Agreement while traveling to or from the off-site venues, outside of the jurisdiction of the City. The SRO shall be assigned to other community-policing or department duties for the remaining ten (10) hours of the work week. The SRO shall adjust hours for the Schools' special events (sporting events, meetings, and School-related functions) where practical.
- C. The total hours of law enforcement services authorized in subsection B of this section may be increased or decreased when mutually agreed upon, in writing, by the Schools and the City.
- D. The SRO shall be considered to be providing the Schools services when he/she is required to appear in court on matters relating to law enforcement services provided under this Agreement.
- E. The Schools will approve the SRO's vacation time in conjunction with the City of Cadillac Director of Public Safety. The SRO will be encouraged to take vacation time on non-instructional school days.
- F. As is common in all law enforcement jurisdictions, it is occasionally necessary for an officer to respond to other situations, or to assist the City of Cadillac Police Department with serious crimes or life threatening emergencies. In instances such as this, the City of Cadillac Police Department may authorize the SRO to provide this needed assistance. The officer will return to school duties as soon as reasonably possible.
- G. The officer assigned to perform SRO supplemental law enforcement services under this contract shall be MCOLES certified.

- H. The Schools shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, the Schools shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

**2. Compliance with School Policies.** The Schools agree to inform and provide copies to the SRO of any policies of the Schools which are applicable to the performance of services under this Agreement, including policies pertinent to:

- A. Non-Discrimination
- B. Child abuse and neglect reporting
- C. Sexual harassment
- D. Confidentiality of student records and student record information
- E. Administration of medication to pupils
- F. Communicable diseases
- G. Alcohol/controlled substance possession and use
- H. Emergency procedures

The Schools agree to ensure that the SRO abides by such policies.

**3. Equipment to be Provided by the City and Schools.** The City shall provide necessary support services required to administer the services to be provided to the Schools under this Agreement. These support services shall include necessary equipment, uniforms, weapons, and radios. The City shall also provide evidence processing and storage, L.E.I.N. usage only as permitted under state and federal laws and regulations, warrant storage, breathalyzer operator service, all records storage and retention required, and property and evidence room facilities.

The Schools shall provide the SRO office space and other reasonable resources as necessary to carry out his or her duties at their assigned Schools.

**4. Vehicle.** The vehicle used by the SRO shall be the property of the City of Cadillac Police Department. The City of Cadillac Police Department shall be responsible for the cost of maintaining and equipping the vehicle and shall supply the fuel for the vehicle during the school year. The SRO shall not transport students in the vehicle except when (a) the student(s) are victims of a crime, under arrest, or some other emergency circumstances exist or (b) the student(s) has been suspended and/or sent home from school pursuant to the Schools' disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

**5. Special Deputization.** All person(s) assigned as SRO under this Agreement must be specially deputized by the Wexford County Sheriff to perform the supplemental law enforcement services outside the City of Cadillac and within Wexford County. The Sheriff may in his discretion revoke the special deputization at any time. If the Sheriff revokes the special deputization of a person assigned as an SRO, the parties shall select and approve of a replacement SRO as provided in Section 8.

**6. Administrative Services, Training.** The City of Cadillac Police Department shall provide all necessary administrative services supervision, and training for the police officer assigned to the Cadillac Area Public Schools. The Schools acknowledge the necessity for the police officer to be excused from School Resource duties for training, vacation, or sick leave.

**7. Payment For Services.** The Schools shall pay \$50,000 per year for the services provided under this Agreement.

**8. Selection And Evaluation of SRO.** Selection of the SRO will be a collaborative process between representatives of the City of Cadillac Police Department and the Cadillac Area Public Schools, and subject to the approval of the Wexford County Sheriff. The Schools will be given the opportunity for input into the evaluation process for the SRO. The Wexford County Sheriff shall not unreasonably interfere with the City's and Schools' ability to select an SRO.

**9. Status of SRO.** The City Police Officer assigned as the SRO under this Agreement will remain an employee of the City and under the City's supervision, direction, management and control. The SRO under this Agreement shall in no way be deemed to be and shall not hold themselves out as an employee of the Schools or the County and shall not be entitled to any fringe benefits of the Schools or the County, such as but not limited to, health and accident insurance, life insurance, retirement, unemployment insurance, workers compensation, paid vacation or sick leave. All rights in the management of the City and the City's Manager and Director of Public Safety will remain with the City. The SRO shall at all times, whether on or off school premises and whether during the school day or otherwise, be subject to the chain of command of the City of Cadillac Police Department and all rules, regulations, and union contracts governing the City of Cadillac Police Department employees. Cadillac Area Public Schools and the County of Wexford assume neither responsibility nor liability for the officer executing his/her duties as a SRO, a police officer, or for the operation of the police vehicle by the officer. The SRO shall be under the jurisdiction of and solely responsible to the City of Cadillac Police Department.

**10. Insurance.** The City shall provide liability and worker's disability compensation insurance coverage for any officer assigned to duty at the Schools as the SRO, and shall provide insurance for motor vehicle(s) that may be used in the performance of the services described in Section 4 of this Agreement. Nothing within this Agreement shall be construed as a waiver of any governmental immunity that has been provided to the City, the Schools, the County, or their employees by statutes or court decisions.

**11. Nondiscrimination.** The parties hereto, 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs. Breach of this covenant shall be regarded as a material breach of this Agreement.

**12. Agreement Does Not Affect Collective Bargaining Agreements.** It is expressly understood and agreed by the parties hereto that the requirements of this Agreement shall not be construed as in any way affecting any collective bargaining agreement covering officers that could be assigned to the Schools under this Agreement including, but not limited to, the adding of provisions thereto or subtracting provisions therefrom.

**13. Waivers.** No failure or delay on the part of any 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.

**14. Modification of Agreement.** Modifications, amendments, extensions, or waivers of any provision of this Agreement may be made only by the written mutual consent of all parties hereto.

**15. Assignment or Subcontracting.** The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.

**16. 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.

**17. Complete Agreement.** This Agreement and any Exhibits hereto, contain all the terms and conditions agreed upon by the parties, 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.

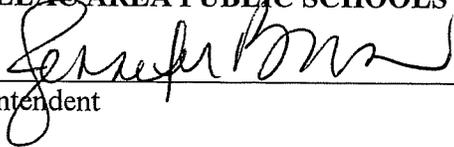
**18. Invalid Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. 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 rendered invalid or unenforceable.

**19. Agreement Term; Auto-Renewal.** This Agreement shall become effective and performance thereon shall commence on the \_\_\_\_\_ and shall automatically renew for succeeding one (1) year terms unless any party gives written notice to the other parties at least sixty (60) days prior to the expiration of any term of the party's intention not to renew.

**20. Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties and that this Agreement has been authorized by the parties.

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

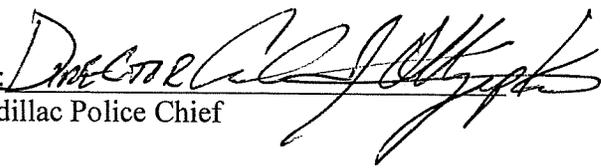
**CADILLAC AREA PUBLIC SCHOOLS**

By:   
Superintendent

**THE CITY OF CADILLAC**

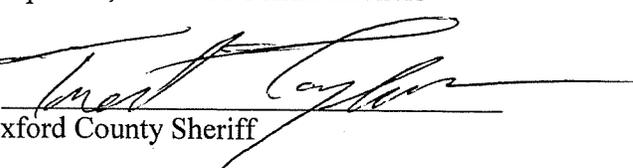
By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

By:   
Cadillac Police Chief

**THE COUNTY OF WEXFORD**

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

By:   
Wexford County Sheriff

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** FINANCE COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** MONUMENTATION SURVEYOR AGREEMENTS

SUMMARY OF ITEM TO BE PRESENTED:

The approved Remonumentation Grant provides for the services of Monumentation Surveyors. The approved grant is attached for review and the two Monumentation Agreements follow.

The two agreements for Monumentation Surveyors, Atwell and CC Land, to perform professional services in accordance with Act 345 of 1990 in a total amount of \$40,700, \$20,900 and \$19,800 respectively, are presented for consideration.

RECOMMENDATION:

The Finance Committee recommends the full board approve both Professional Services Agreements for Monumentation Surveyors, as presented.

GRANT NO. BCC 19-83

GRANT BETWEEN  
THE STATE OF MICHIGAN  
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
AND  
WEXFORD COUNTY

GRANTEE/ADDRESS:

Lorie Sorensen  
County of Wexford  
Wexford County Courthouse  
437 East Division Street  
Cadillac, MI 49601  
(231) 779-9455  
(231) 779-5352

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director  
Office of Land Survey and Remonumentation  
Department of Licensing and Regulatory Affairs  
P.O. Box 30254  
Lansing, MI 48909  
Phone: (517) 241-6321  
Email: bargerm@michigan.gov

GRANT PERIOD:

From: 01-01-2019 To: 12-31-2019

TOTAL AUTHORIZED BUDGET: \$46,416.00

SIGMA Vendor ID: CV0048507  
SIGMA Payment Address Code: E00

ACCOUNTING TEMPLATE: 6415137T001

## GRANT

This is Grant No. BCC 19-83 between the Department of Licensing and Regulatory Affairs (Grantor), and Wexford County (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

### 1.0 Statement of Purpose

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

### 1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

### 1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without the prior written consent of the Grant Administrator.
- C. Attachment A includes the Budget. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A.

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

### 1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$46,416.00**. An initial advance of **\$18,566.40** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

### 1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (see 1.4.C. for documentation requirements):
  1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
  2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year accompanied by all documentation for work completed and expenditures incurred during the reporting period.

- D. Documentation. Backup documentation must include the following, as applicable:
1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved "Attachment A," any work not completed that was specified in the approved "Attachment A," and any changes in an approved line item of the budget approved in "Attachment A" (submit for **Completion Report only**).
  2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
  3. Invoices:
    - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
    - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
  4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
  5. An exact, full-size copy of the recorded LCRC prepared in compliance with the CRA and SSRA (submit for **Completion Report only**).
    - (1) The LCRC must include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed.
    - (2) A copy must be submitted for each corner code reported on an LCRC. If the LCRC identifies more than one corner code, the Grantee must provide a separate copy of the LCRC for each corner code.
  6. An LCRC Spreadsheet listing all corner codes recorded for filing in the State's Corner Recordation Collection System (submit with **Completion Report only**).

## PART II - GENERAL PROVISIONS

### 2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator. See Section 1.2. Detailed Budget.

### 2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

### 2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

### 2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

### 2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

### 2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, "Attachment A," must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval.

## **2.7 Accounting**

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

## **2.8 Records Maintenance, Inspection, Examination, and Audit**

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

## **2.9 Competitive Bidding**

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

## **3.0 Liability**

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

## **3.1 Reserved**

### 3.2 Safety

The Grantee, and all subgrantees are responsible for insuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws 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 Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

### 3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

### 3.4 Termination

#### A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

#### B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If

the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

### **3.5 Conflicts and Ethics**

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

### **3.6 Non-Discrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to 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, or mental or physical disability. Breach of this covenant is a material breach of this Grant.

### **3.7 Unfair Labor Practices**

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

### **3.8 Force Majeure**

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

### **3.9 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

### **4.0 Website Incorporation**

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

#### 4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

#### 4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

#### 4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by

Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

#### **4.4 Compliance with Laws**

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

#### **4.5 Disclosure of Litigation, or Other Proceeding**

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

#### **4.6 Assignment**

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

#### **4.7 Entire Grant and Modification**

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

#### **4.8 Grantee Relationship**

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

#### **4.9 Dispute Resolution**

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The

parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

## **5.0 Severability**

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

## **5.1 Waiver**

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

  
\_\_\_\_\_  
LeAnn Droste, Director  
Bureau of Finance and Administrative Services  
Department of Licensing and Regulatory Affairs  
State of Michigan

9-7-18  
Date

  
\_\_\_\_\_  
Lorie Sorensen  
County Grant Administrator  
County of Wexford

10-1-18  
Date

GRANT NO. BCC 19-83

PROFESSIONAL SERVICES AGREEMENT  
(2019)

This AGREEMENT made as of January 10, 2019 between

WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN

**OWNER,**

and

Atwell, 7192 E 34 Road, Suite 4, Cadillac MI 49601

**MONUMENTATION SURVEYOR**

**SECTION 1 – ASSIGNMENT**

1.1\_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

1.2\_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

**SECTION 2 – BASIC SERVICES**

2.1 **MONUMENTATION SURVEYOR** shall perform the following services:

2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.

2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.

2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.

2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

**SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the county grant representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
  - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

**SECTION 4 – PERIOD OF SERVICE**

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

**SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

**SECTION 6 – INSURANCE**

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman’s Compensation	as required by law
	Professional Liability	\$1,000,000

(Insured must comply with Wexford County Policy C-8.0)

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

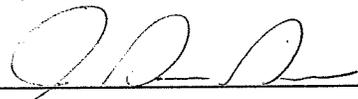
In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

**OWNER**

**MONUMENTATION SURVEYOR**

**Atwell**  
7192 E 34 Road  
Suite 4  
CADILLAC, MI 49601

\_\_\_\_\_  
Wexford County Chairman,  
Gary Taylor

  
\_\_\_\_\_  
Signature of authorized representative,  
J. Dean Geers

\_\_\_\_\_  
Date

*1-14-19*  
\_\_\_\_\_  
Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

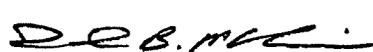
PRODUCER <b>IMA, Inc. - Wichita Division</b> PO Box 2992 Wichita, KS 67201 316 267-9221	CONTACT NAME:
	PHONE (A/C, No, Ext): <b>316 267-9221</b> FAX (A/C, No): <b>316 266-6254</b> E-MAIL ADDRESS:
INSURED  <b>Atwell LLC</b> <b>Two Towne Sq Ste 700</b> <b>Southfield, MI 48076-3737</b>	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : Old Republic Insurance Company <b>24147</b>
	INSURER B : Continental Insurance Company <b>35289</b>
	INSURER C : National Fire & Marine Insurance Co. <b>20079</b>
	INSURER D :
	INSURER E :
INSURER F :	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		MWZY312460	03/01/2018	03/01/2019	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$500,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMP/OP AGG      \$2,000,000 Proj/Loc Agg      \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		MWTB312459	03/01/2018	03/01/2019	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB      CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		6011536932	03/01/2018	03/01/2019	EACH OCCURRENCE      \$10,000,000 AGGREGATE      \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N    N/A	MWC31246100	03/01/2018	03/01/2019	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT      \$1,000,000 E.L. DISEASE - EA EMPLOYEE      \$1,000,000 E.L. DISEASE - POLICY LIMIT      \$1,000,000
C	Professional & Pollution Liab.		42EPP30381302	06/30/2018	06/30/2019	See Below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Professional and Pollution Liability Limits \$10,000,000 Per Claim; \$10,000,000 Aggregate; \$350,000 Each Claim Retention.**  
**Re: Wexford County Project.**

<b>CERTIFICATE HOLDER</b>  Wexford County 437 E Division St Cadillac, MI 49601	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**ATWELL SURVEYING**  
**(2019)**

**Dated: 1/10/2019**

**ASSIGNMENT**

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

**Atwell – 19 Corners**

Greenwood Township – T24N, R10W

A-9, A-10 (Common to M-9, M-10 T24N-R11W)

B-9, B-11

C-9, C-10, C-11, C-12

D-9, D-11

E-9, E-10, E-11, E-12

F-9, F-11

G-7, G-8

H-7

**PERIOD OF SERVICES**

\*Complete at least 50% of **ASSIGNMENT** by June 30, 2019

\*Complete **ASSIGNMENT** by December 11, 2019.

**PAYMENT**

When research is complete \$ 200.00 per corner

When monumentation is complete and corner receives  
Peer Group approval. \$ 900.00 per corner

**Per Corner Fee - \$1100.00**  
**Total 19 Corners - \$20,900.00**

PROFESSIONAL SERVICES AGREEMENT  
(2019)

This AGREEMENT made as of January 10, 2019 between

**WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN**

**OWNER,**

and

CC LAND SURVEYING, 1411 E M-55, CADILLAC MI 49601

**MONUMENTATION SURVEYOR**

**SECTION 1 – ASSIGNMENT**

1.1\_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

1.2\_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

**SECTION 2 – BASIC SERVICES**

2.1 **MONUMENTATION SURVEYOR** shall perform the following services:

2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.

2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.

2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.

2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

**SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the county grant representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
  - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
  - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

**SECTION 4 – PERIOD OF SERVICE**

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

**SECTION 5 – PAYMENT**

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

**SECTION 6 – INSURANCE**

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman’s Compensation	as required by law
	Professional Liability	\$1,000,000

(Insured must comply with Wexford County Policy C-8.0)

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

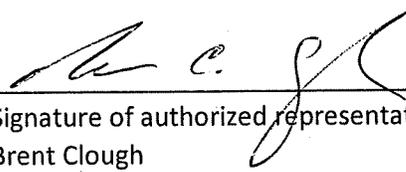
OWNER

MONUMENTATION SURVEYOR

CC Land Surveying  
1411 E M-55  
CADILLAC, MI 49601

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Wexford County Chairman,  
Gary Taylor

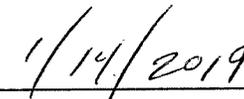


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Signature of authorized representative,  
Brent Clough

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Date



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Date



**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WEXFORD COUNTY**  
**AND**  
**CC LAND SURVEYING**  
**(2019)**

**Dated: 1/10/2019**

**ASSIGNMENT**

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

**CC Land Surveying – 18 Corners**

Hanover Township – T24N, R11W

B-9, B-11

C-9, C-10, C-11, C-12

D-9, D-11

E-9, E-10, E-11, E-12

F-11

G-11, G-12

H-11

I-11, I-12

**PERIOD OF SERVICES**

\*Complete at least 50% of **ASSIGNMENT** by June 30, 2019

\*Complete **ASSIGNMENT** by December 11, 2019.

**PAYMENT**

When research is complete

\$ 200.00 per corner

When monumentation is complete and corner receives  
Peer Group approval.

\$ 900.00 per corner

**Per Corner Fee - \$1100.00**

**Total 20 Corners - \$19,800.00**

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** FINANCE COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** PEER REVIEW SURVEYOR AGREEMENTS

SUMMARY OF ITEM TO BE PRESENTED:

Four Peer Review Surveyor Agreements are presented for consideration. These surveyors, Mr. Jim Ray, Mr. George Smith, Mr. Bill Sikkema and Mr. Craig McVean, will perform professional services in accordance with Act 345 of 1990. Each surveyor will receive a flat fee of \$500.00 for services performed.

RECOMMENDATION:

The Finance Committee recommends the full board approve the four Peer Review Surveyor Agreements, as presented.

# PROFESSIONAL SERVICES AGREEMENT

(2019)

The **AGREEMENT** made as of January 10, 2019 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

Jim Ray, 811 Sunnyside Drive, Suite A, Cadillac MI 49601

**PEER REVIEW SURVEYOR.**

## **SECTION 1 – ASSIGNMENT**

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

## **SECTION 2 – BASIC SERVICES**

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
  - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
  - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

## **SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the County Grant Representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

#### **SECTION 4 – PERIOD OF SERVICE**

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

#### **SECTION 5 – PAYMENT**

5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$500.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.

5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.

5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

#### **SECTION 6**

6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.

6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.

6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

**OWNER**

**PEER REVIEW SURVEYOR**

---

Wexford County Chairman,  
Gary Taylor

---

Date

Jim Ray, P.S.

Date

# PROFESSIONAL SERVICES AGREEMENT

(2019)

The **AGREEMENT** made as of January 10, 2019 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

George Smith, 8651 S. Seeley Rd, Cadillac MI 49601

**PEER REVIEW SURVEYOR.**

## **SECTION 1 – ASSIGNMENT**

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

## **SECTION 2 – BASIC SERVICES**

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  - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

## **SECTION 3 – OWNER RESPONSIBILITIES**

- 3.1 **Owner will provide, through the County Grant Representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

#### **SECTION 4 – PERIOD OF SERVICE**

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

#### **SECTION 5 – PAYMENT**

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OWNER

PEER REVIEW SURVEYOR

---

Wexford County Chairman,  
Gary Taylor



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George Smith, P.S.

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Date

1-14-19

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Date

# PROFESSIONAL SERVICES AGREEMENT

(2019)

The **AGREEMENT** made as of January 10, 2019 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

Bill Sikkema, 6549 20 Mile Rd, Marion MI 49665

**PEER REVIEW SURVEYOR.**

## **SECTION 1 – ASSIGNMENT**

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

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#### **SECTION 5 – PAYMENT**

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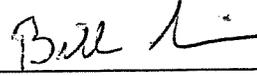
In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

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Wexford County Chairman,  
Gary Taylor

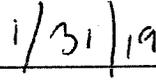


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Bill Sikkema, P.S.

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Date



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Date

# PROFESSIONAL SERVICES AGREEMENT

(2019)

The AGREEMENT made as of January 10, 2019 between

**WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -**

**OWNER,**

And

Craig McVean, 116 Vine Street, Cadillac MI 49601

**PEER REVIEW SURVEYOR.**

## SECTION 1 – ASSIGNMENT

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

## SECTION 2 – BASIC SERVICES

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
  - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
  - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
  - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

## SECTION 3 – OWNER RESPONSIBILITIES

- 3.1 **Owner will provide, through the County Grant Representative:**
  - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

#### **SECTION 4 – PERIOD OF SERVICE**

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

#### **SECTION 5 – PAYMENT**

5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$500.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.

5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.

5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

#### **SECTION 6**

6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.

6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.

6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

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Wexford County Chairman,  
Gary Taylor



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Craig McVean P.S.

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Date

1/25/19

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Date

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**BOARD OF COMMISSIONERS AGENDA ITEM**

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**FROM:** FINANCE COMMITTEE  
**FOR MEETING DATE:** FEBRUARY 20, 2019  
**SUBJECT:** CO-ADMINISTRATORS' COMPENSATION

SUMMARY OF ITEM TO BE PRESENTED:

A discussion took place at the last Finance Committee meeting in regards to compensating the two Co-Administrators through March 31, 2019. Both Ms. Elaine Richardson and Ms. Jayne Stanton will be assisting the new administrator, Ms. Janet Koch, through this transitional period.

RECOMMENDATION:

The Finance Committee recommends the full board approve the compensation for the two Co-Administrators.