

April 23, 2013

The Regular meeting of the Otsego County Board of Commissioners was held in the County Building at 225 West Main Street, Room 100. The meeting was called to order at 9:33 a.m. by Chairman Lee Olsen. Invocation by Vice-Chairman Ken Borton, followed by the Pledge of Allegiance led by Larry Edwards.

Roll call:

Present: Clark Bates, Paul Liss, Lee Olsen, Richard Sumerix, Doug Johnson, Ken Borton, Bruce Brown.

Excused: Paul Beachnau, Erma Backenstose.

Motion by Commissioner Paul Liss, to approve the regular minutes of April 9, 2013 with attachments. Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to appoint Tom Marker to the Airport Advisory Committee with the term to expire December 31, 2015. Ayes: Unanimous. Motion carried.

Motion to approve the Building Inspection Contract of Eremal Repp. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the AuSable Valley Grant Management agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the 45th Parallel Training & Exercise Planner/Consultant agreement. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Vetraspec Memorandum of Understanding. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve FY 2013 Court Budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on recycling; Land Use Department; Courthouse sidewalk.

Department Head Report:

Theron Higgins reported on the Bus system.

Committee Reports:

Motion by Commissioner Clark Bates, to approve the Building Department Clerk position at 20 hours per week at a rate of \$10.66 per hour along with the associated budget amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Clark Bates, to advance \$10,000 from the 9-1-1 Services Fund (fund 261) to the Homeland Security Grant Fund (Fund 262) at zero interest to be repaid by the close of the FY 2011 and FY 2012 grant cycles. Ayes: Unanimous. Motion carried.

Motion by Commissioner Clark Bates, to approve the FY 2013 budget amendment in the amount of \$13,674 from the Equipment Fund (fund 266) for the purchase of furnishings for various rooms in the Sheriff's office. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Clark Bates, to approve the FY 2013 budget amendment in the amount of \$4,698 with 50% to be paid from the Building inspection fund (fund 249) and 50% from the General fund contingency (101-941) for the installation of an existing generator at the Land Use Services building. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Clark Bates, to approve the FY 2013 budget amendment for the purchase of a new kiosk monitor for the Airport in the amount of \$498 and to forgive a previous loan of \$504 from the Equipment fund (fund 266) for an earlier currently non-functional monitor. Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Clark Bates, to approve an agreement and budget amendment to provide \$1,500 to the Atlanta Municipal Airport for the release of FY 2010 Airport Entitlement Funds in the amount of \$60,000 to the County of Otsego for use at its Gaylord Regional Airport. Motion to amend above motion by Commissioner Clark Bates, to correct item 4 to read, *the County agrees to pay the AMA a total fee of \$1,500 upon notification by the MDOT Aeronautics Division that the transfer of Entitlement funds has been approved.* Vote on amendment- Unanimous, Vote on amended motion- Unanimous. Motion carried. (see attached)

Roberta Tholl reported on the Road Commission.

Dona Wishart reported on the Commission on Aging.

Mike Rola reported on the Prosecutor's office.

Matt Nowicki reported on the Sheriff's Department

Diann Axford reported on the Treasurer's Office.

Melissa FitzGerald reported on the Animal Shelter.

Marlene Hopp reported on the Veteran Affairs and Housing Department.

Lorraine Manary reported on the 2-1-1 system.

Correspondence:

Rachel Frisch reported on the March 2013 financial reports.

New Business:

Motion by Commissioner Ken Borton, to approve the April 16, 2013 Warrant in the amount of \$2,148,591.34 as presented. Ayes: Unanimous. Motion carried.

Motion by Commissioner Richard Sumerix, to approve the April 23, 2013 Warrant in the amount \$417,168.54 as presented. Ayes: Unanimous. Motion carried.

Larry Edwards addressed the Board regarding a dog park.

Motion by Commissioner Bruce Brown, to approve 1.4 acres for a dog park at the County's former DNR property at 540 S. Illinois on the South end of the property along with road improvement. Ayes: Unanimous. Motion carried.

Board Remarks:

Commissioner Clark Bates: City Council meeting.

Commissioner Richard Sumerix: NEMCOG

Chairman Lee Olsen: May 4, 2013 4th of July fundraiser at Charlton Township.

Meeting adjourned at 11:05 a.m.

Lee F. Olsen, Chairman

Susan I. DeFeyer, Otsego County Clerk

Construction Code Inspection and Enforcement Consultant Contract

This Contract is made this 11th day of March, 2013 by and between Otsego County, (hereinafter, "County"); a municipal corporation whose address is 225 W. Main Street; Gaylord, Michigan and **Eremal Repp**, (hereinafter, "Contractor"); whose address is: **P.O. Box 1722 Gaylord, MI 49734** to perform consulting services regarding Electrical Inspections and Plan Reviews (residential and commercial).

Whereas, the County desires to enter into an independent contract with **Eremal Repp** to retain his services, to provide technical assistance to the County by performing certain construction code functions for the County, as specified after his name, pursuant to the within contract:

Eremal Repp Contractual Electrical Inspections and Plan Reviews, State Registration No. **005633**

Whereas, the foregoing individual in his capacity of providing technical service to the County will be appointed as a Public Official; and

Whereas, the foregoing individual accepts this appointment and has qualifications to perform such functions through training, experience, and State registration; and

Whereas, said individual is self and independently employed as an Electrical Inspector and Plan Reviewer within Otsego County and surrounding Counties and will continue such employment.

Whereas, the appointment as a Public Official and the terms of this consulting contract are non-exclusive and it is understood that the individual named above may perform similar duties for other municipalities.

Now, therefore, in consideration of the premises and the covenants and conditions hereafter contained, it is hereby agreed by and between the parties hereto as follows:

1. The County hereby contracts with **Eremal Repp** for the County to retain his services to provide technical and consultation services to assist the County and its public officials in the performance of official duties and responsibilities in Contractual Electrical Inspections and Plan Reviews for the County to determine compliance with applicable State and County laws.
2. **Eremal Repp** shall be appointed as a public official and when conducting work for the County shall be responsible to the County for the performance of his duties and responsibilities hereunder and may be removed at will by the County for failure to perform such duties and responsibilities to the satisfaction of the County or for any other reason which the County shall deem sufficient at its sole discretion.
3. The actions and decisions of **Eremal Repp** as a Contractual Electrical Inspector and Plan Reviewer shall be governed and controlled by this contract and by the respective construction codes adopted by the County applicable to his particular functions.
4. **Eremal Repp** shall not be considered an employee of the County and accordingly the County shall have no responsibility for any expenses for **Eremal Repp** for workers compensation insurance, unemployment insurance, health and/or accident insurance, Public liability

insurance, or for any withholding for social security, federal or state income taxes or otherwise. Eremal Repp shall furnish to the County satisfactory evidence of all of the foregoing coverage.

5. Since the within contract does not create an employer/employee relationship between the County and Eremal Repp, it is understood that the County is interested only in Contractual Electrical Inspections and Plan Reviews under the pertinent construction code provisions of the County, and accordingly Eremal Repp shall otherwise be in control of the time and method of such activities, subject to the provisions of paragraphs 6 and 7 herein.
6. All inspections shall be completed by the official within 2 business days of said official being notified by the County, and a decision on compliance or non-compliance with the County pertinent construction codes unless excused from such time constraints for reasons beyond the control of the official. Eremal Repp shall also be responsible for answering code or enhancement related questions and return phone calls.
7. Eremal Repp shall perform his duties and obligations hereunder in a good and workmanlike manner to the satisfaction of the County.
8. Eremal Repp shall maintain the official qualifications and registration with the State of Michigan necessary to perform the obligations hereunder,
9. Eremal Repp shall remain knowledgeable for the particular code and all amendments thereto which said official is hereby authorized to administer and enforce and in all respects remain in compliance with 1986 PA 54, Building Officials and Inspectors Registration Act, MCL 338.2305, et. seq.
10. Plan review reports or correction notices shall be turned into the Otsego County Land Use Services Department for final review prior to a Permit being issued. In the event of errors or corrections the Otsego County Land Use Services Department shall contact the permit applicant or project designer to correct deficiencies as noted. Any violations discovered during an inspection shall be written on a field correction notice form and turned into the Otsego County Land Use Services Department within 24 hours of the inspection. Uncorrected violations of the County or State Codes in effect within the County shall be enforced by the Building Official or their appointed Deputy as the County's enforcing officer through notices to the permit holder, orders to appear and show cause why the construction should not be stopped by stop work orders, by applications to circuit court for injunctive or other relief by compliant and warrant against the violator, and by other remedies allowed by law, construction code or ordinance. All proceedings shall be brought in the name of the County and the County shall be responsible for out-of-pocket costs for such proceedings.
11. The County shall make the foregoing payments to Eremal Repp within 30 days of the receipt of a month's activities invoice report from Eremal Repp based upon such docket entries. Complete docket entries shall accompany the monthly activities report and shall be filed with the County Finance Director.

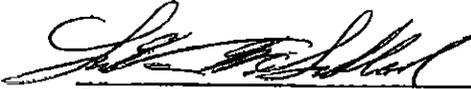
A. Electrical Inspections\$40.00 per inspection

- B. Plan Review.....\$25.00 an hour
- C. Misc. required time (office, court, etc).....\$25.00 an hour
- D. Hourly fees shall be approved by Land Use Services Director prior to performing hourly duties.

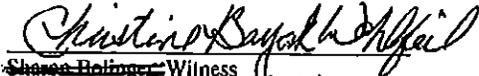
- 12. **Eromal Repp** shall have authority to seek assistance from the State Construction Code Commission or its duly qualified personnel in reviewing any construction decisions in the performance of his duties.
- 13. This agreement replaces any agreements made previously between the parties.
- 14. This agreement may be terminated by either party for any reason at any time upon 30 days written notice to the other party.

IN WITNESS WHEREOF the parties hereto have executed this contract by authority of their respective governing boards or other designated controlling authority the day and date first above written.

Signed in the presence of: Otsego County


 Lavern Schlaud, Director of Land Use Services


 Eromal Repp


~~Sharon Bolinger~~ Witness
 Christine Buzak, Wharf

 John Burt, Otsego County Administrator

 Trisha Adam, Human Resources Director

 Lee Olsen, Chairman Otsego County Board of Commissioners

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made and effective this 1st day of May, by and between AuSable Valley Emergency Management, LLC (AVEM), represented by AVEM owner, Timothy J. London, hereinafter referred to as AVEM, Michigan's Region 7 Homeland Security Planning Board (R7HSPB), and the 2011 & 2012 Homeland Security Grant Program (HSGP) Fiduciary, Otsego County, hereinafter referred to as Otsego County.

Now, therefore, AVEM, R7HSPB and Otsego County agree as follows:

- I. **Engagement: R7HSPB and Otsego County hereby engages AVEM, and AVEM accepts engagement, to provide to the R7HSPB and Otsego County the following services as they relate to the 2011/2012 HSGP:**
 1. Develop procedures for planning, evaluation and analysis of solution area recommendations pertaining to utilization of local resources and related issues.
 2. Develop an analysis of the implication of solution area programs and proposals that reflect the input of the communities, (e.g. elected officials, agency officials).
 3. Conduct planning, analysis and evaluation of homeland security projects in such solution areas as planning, equipment, training, exercising and organization.
 4. Assist the R7HSPB and Otsego County in tracking, documenting and submitting any and all reports that deal with or are related to the R7HSPB 2011/2012 HSGP Grant Programs.
 5. Carry out coordinated programs to fulfill federal and state grant requirements.
 6. Analyze and evaluate dates, prepare reports, make specific recommendations concerning the development of proposals.
 7. Facilitate the exchange of information with local, county, regional, state agencies, private organizations, schools and universities engaged in programs related to homeland security strategy.
 8. Assist the R7HSPB with the completion and filing of Alignment & Allowability Forms (AAF), or other forms required by the State of Michigan Emergency Management & Homeland Security Division (EMHSD), specific to the approval of projects authorized under the 2011/2012 HSPB.
 9. Maintain records and prepare reports and correspondence related to the work activities. All state, federal and local requirements of the grant must be completed and submitted, on time, as required by the funding authorities (including, but not limited to, biannual strategy implementation reports, quarterly reports, and the final grant report).
 10. Ensure compliance with all federal and state financial and administrative rules, regulations, and reporting requirements.
 11. Develop and track budgets for the R7HSPB, its programs, and subcommittees.
 12. Complete the Biannual Strategy Implementation Report (BISR), quarterly grant report and final grant reports for each affected 2011/2012 HSGP Project.
- II. **Term.**

AVEM shall provide services to Otsego County and the R7HSPB pursuant to this Agreement for a term commencing on May 1, 2013, and ending within 60 days after the submission of the final 2011/2012 HSGP grant report, or as determined by R7HSPB and Otsego County.
- III. **Place of Work.**

AVEM shall render day-to-day services primarily at the offices of AVEM, but will attend, at a minimum, all R7HSPB and Otsego County meetings pertinent to the successful completion of this Agreement.

AuSable Valley Emergency Management, LLC Contract Agreement No. 2013-02
Region 7 Solution Area Planner (SAP) and Otsego County Fiduciary Representative

IV. Time.

The AVEM personnel fulfilling the requirements of this Agreement will perform such duties primarily at the offices of AVEM. Additionally, the schedule and hours worked under this Agreement by AVEM personnel, on a given day, shall generally be subject to discretion of the owner of AVEM, Timothy J. London. Otsego County relies upon Timothy J. London, owner, AVEM, to devote sufficient time, manpower and resources as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

V. Payment.

(a) Otsego County shall pay Timothy J. London's Company, AuSable Valley Emergency Management, LLC, \$50.00 per hour, but not to exceed \$5,000.00 per month, or \$60,000.00 per any 12 month period, for services performed under Paragraph I. "ENGAGEMENT", of this Agreement.

(b) Payment shall be made upon receiving AVEM's Invoice and Work Report for the hours worked in the previous month and after the Emergency Management and Homeland Security Division (EMHSD) has approved the R7HSPB Planner position Alignment and Allowability Form (AAF). Check shall be made out to: AuSable Valley Emergency Management, LLC, Attn: Tim London, 8506 West Deer Road, Curran, Michigan 48728.

VI. Termination.

1. This Agreement may be terminated by R7HSPB and/or Otsego County as follows:

- i. If AVEM is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
- ii. Breach or default by AVEM of any material obligation in this Agreement, which breach or default is not cured within five (5) days of written notice from R7HSPB and/or Otsego County.

2. AVEM may terminate this Agreement as follows:

- i. Breach or default of any material obligation by R7HSPB and/or Otsego County, which breach or default is not cured within five (5) days of written notice from AVEM.

VII. Independent Contractor.

AVEM is, and throughout this Agreement shall remain, an independent contracting company and not an employee, partner or agent of Otsego County. Timothy J. London, as owner and agent for AVEM, shall not be entitled to nor receive any benefit normally provided to Otsego County employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Otsego County shall not be responsible for withholding income or other taxes from the payments made to AVEM. AuSable Valley Emergency Management, LLC, shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to AVEM pursuant to this Agreement.

VIII. Tools and Supplies.

Unless otherwise agreed to by Otsego County and/or R7HSPB in advance, AVEM shall be responsible for procuring, paying for and maintaining all computer equipment, software, paper, tools or other supplies necessary or appropriate for the performance of the services outlined in this Agreement.

IX. Controlling Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

AuSable Valley Emergency Management, LLC Contract Agreement No. 2013-02
Region 7 Solution Area Planner (SAP) and Otsego County Fiduciary Representative

X. Headings.

The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

XI. Final Agreement.

This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

XII. Notices.

Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to AVEM: AuSable Valley Emergency Management, LLC
ATTN: Timothy J. London
8506 West Deer Road
Curran, Michigan 48728

If to Otsego County: Region 7 Fiduciary, Otsego County
2011/2012 HSGP
ATTN: Mr. John Burt, County Administrator
225 West Main
Gaylord, Michigan 49735

XIII. Insurance and Indemnification.

Timothy J. London, as owner, AuSable Valley Emergency Management, LLC, will maintain, at a minimum, the following insurance for himself and his employees during the term of this Agreement.

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Professional Liability/Errors & Omissions Insurance in the amount of \$1,000,000.00 each claim, incident or occurrence. This insurance must cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

Worker's Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by Timothy J. London in order to fulfill the obligations of this Agreement.

AuSable Valley Emergency Management, LLC Contract Agreement No. 2013-02
Region 7 Solution Area Planner (SAP) and Otsego County Fiduciary Representative

INSURANCE NOTES:

- AVEM agrees to hold Otsego County harmless in all matters related to this Agreement
- AVEM will ensure; that, if the insurance referenced above is lowered for any reason, AVEM's insurance company will notify Otsego County of the situation as soon as possible

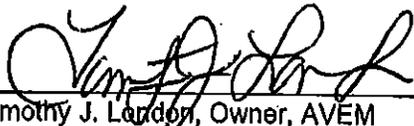
XIV. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date first above written.

XV. Compliance with the law.

The owner, staff and employees of AVEM shall comply with all applicable federal, State and local laws and ordinances, rules and regulations, as well as any applicable Otsego County Policies.

Signature: 
Timothy J. London, Owner, AVEM

7/10/2013
Date Signed

Signature: _____
Chairperson, R7HSPB

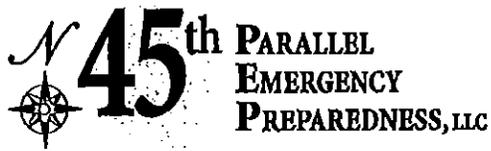
Date Signed

Printed Name, R7HSPB

Signature: _____
Chairperson, Otsego County Board
of Commissioners (BOC)

Date Signed

Printed Name, Otsego BOC Chairperson



6191 Mullet Lake Woods Shore Dr. • Cheboygan, MI 49721 • 989.619.3381

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement, hereinafter referred to as AGREEMENT, is made and effective May 1, 2013 by and between 45th Parallel Emergency Preparedness LLC, represented by owner, Michael F. Hosh, hereinafter referred to as 45th PEP, Michigan's Region 7 Homeland Security Planning Board (R7HSPB) and the 2011 and 2012 Homeland Security Grant Program Fiduciary, Otsego County, hereinafter referred to as Otsego County.

Now, therefore, 45th PEP, R7HSPB, and Otsego County agree as follows:

I. ENGAGEMENT:

Otsego County hereby engages 45th PEP, represented by Michael F. Hosh, and 45th PEP accepts engagement to provide to Otsego County, the following services as they relate to the 2011 and 2012 Homeland Security Grant Program:

1. Attend all R7HSPB and pertinent R7HSPB Subcommittee meetings, and project conferences to fulfill the 2011 and 2012 Homeland Security Grant Program Exercise requirements as directed.
2. Develop and implement a R7 HSPB exercise program and strategy that consider all the facets of emergency protection, preparedness, mitigation, response and recovery, including private sector (for profit and non-profit), and volunteer organizations and agencies.
3. Carry out coordinated programs to fulfill federal and state grant requirements, to include, but not limited to exercise requirements, listed in the Emergency Management Preparedness Grant (EMPG) and other related grants that may be published after this Agreement has been initiated.
4. Analyze and evaluate dates, prepare reports, make specific recommendations concerning the development of a comprehensive Region 7 Training & Exercise Program.
5. Facilitate the exchange of information with local, county, regional, state agencies, federal agencies, private organizations, schools, and universities engaged in programs related to homeland security exercise strategy.
6. Assist Otsego County with the completion and filing of reports specific to Otsego County's fiduciary responsibilities as those responsibilities relate to the Region 7 Exercise Strategy.
7. Maintain records and prepare reports and correspondence related to work activities.

8. Participate in public meetings and hearings explaining the Region 7 Homeland Security Exercise Program Strategy.
9. Ensure compliance with all federal and state financial and administrative rules, regulations, and reporting requirements.
10. Develop and track Exercise Program Strategy budgets for the R7HSPB, its programs, and subcommittees.
11. Provide the Region 7 Planner periodic updates of completed work and work schedules.
12. Comply with the U.S. Department of Homeland Security, Fiscal Year 2011 and 2012, Homeland Security Grant Program (HSGP) Grant Guidance and the State of Michigan FY-2011 and 20120 Homeland Security Grant Program (HSGP) Michigan Supplemental Guidance.
13. Ensure that all R7HSPB Exercise Programs are consistent with the Federal Homeland Security Exercise & Evaluation Program (HSEEP) and should be deemed acceptable for reporting under the Michigan Emergency Management Performance Grant (EMPG).

II. TERM.

45th PEP LLC shall provide services to Otsego County pursuant to this AGREEMENT for a term commencing on May 1, 2013 and ending with the conclusion of the 2011 and 2012 HSGP Grant, or as determined by R7HSPB and Otsego County.

III. PLACE OF WORK.

45TH PEP LLC shall render day to day operations and services at the offices of 45th PEP, LLC located at 6191 Mullett Lake Woods Shore Drive, Cheboygan, Michigan 49721, but will attend all meetings and conferences outlined in paragraph I. ENGAGEMENT of this Agreement.

IV. TIME.

45th PEP personnel fulfilling the requirements of this AGREEMENT will perform such duties primarily at the offices of Michael F. Hosh, owner 45th PEP. Additionally, the schedule and hours worked under this AGREEMENT by 45th PEP personnel, on a given day, shall generally be subject to the discretion of the owner of 45th PEP, Michael F. Hosh. Otsego County relies upon Michael F. Hosh, owner 4thPEP to devote sufficient time, labor, and resources as is reasonably necessary to fulfill the spirit and purpose of this AGREEMENT.

V. PAYMENT.

Otsego County shall pay Michael F. Hosh's Company, 45th Parallel Emergency Preparedness, LLC, \$5,000.00 per month or \$60,000.00 per 12-month period, for services performed pursuant to Paragraph 1 "ENGAGEMENT" this AGREEMENT. In the event 45th PEP provides services to Otsego County for a time period less than one month, Otsego County shall pay 45th PEP at the rate of \$40.00 per hour. Payment shall

be made upon receiving 45th PEP's Invoice and Work Activity Report for the previous month and after the Emergency Management and Homeland Security Division (EMHSD) has approved payment. **Checks shall be made payable to 45th Parallel Emergency Preparedness, LLC,** Attention Michael F. Hosh, 6191 Mullett Lake Woods Shore Drive, Cheboygan, MI 49721-9213.

VI. TERMINATION.

A. This AGREEMENT may be terminated by R7HSPB and/or Otsego County as follows:

- i. If 45th PEP is unable to provide the consulting services by reason of temporary or permanent illness, disability, incapacity or death.
- ii. Breach or default by 45th PEP on any material obligation in this AGREEMENT which breach or default is not cured within five (5) business days of written notice from R7HSPB and/or Otsego County.

B. 45th PEP may terminate this AGREEMENT as follows:

- i. Breach or default of any material obligation of R7HSBP and/or Otsego County, which breach or default is not cured within five (5) business days of written notice from 45th PEP.

VII. INDEPENDENT CONTRACTOR.

45TH PEP is, and throughout this AGREEMENT shall be, an independent contracting company and not an employee, partner, or agent of Otsego County. Michael F. Hosh, as owner and agent for 45th PEP, shall not be entitled to nor receive any benefit normally provided to Otsego County employees such as, but not limited to, vacation payment, retirement, health care or sick pay. Otsego County shall not be responsible for withholding income or other taxes from the payments made to 45th PEP. 45th Parallel Emergency Management, LLC shall be solely responsible for filing all returns and paying any income, social security or other tax levied upon or determined with respect to the payments made to 45th PEP pursuant to this AGREEMENT.

VIII. TOOLS AND SUPPLIES.

Unless otherwise agreed to by Otsego County in advance, 45th PEP shall be responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or other supplies necessary or appropriate for the performance of the services outlined in this AGREEMENT.

IX. CONTROLLING LAW.

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Michigan.

X. HEADINGS.

The heading in this AGREEMENT are inserted for convenience only and shall not be used to define, limit or describe the scope of this AGREEMENT or any of the obligations herein.

XI. FINAL AGREEMENT.

This AGREEMENT constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between parties, whether written or oral. This AGREEMENT may be amended, supplemented, or changed only by an agreement in writing signed by both of the parties.

XII. NOTICES.

Any notice required to be given or otherwise given pursuant to this AGREEMENT shall be in writing and shall be in any of the following methods, hand delivered, mailed by certified mail, return receipt requested or sent by recognized overnight courier service as follows:

If to Michael F. Hosh 45th Parallel Emergency Preparedness, LLC
ATTN: Michael F. Hosh
6191 Mullett Lake Woods Shore Drive
Cheboygan, MI 49721-9213

If to Otsego County Region 7 Fiduciary, Otsego County
2011/2012 Homeland Security Grant Program
ATT: Mr. John Burt, County Administrator
225 West Main Street
Gaylord, MI 49735

XIII. INSURANCE AND INDEMNIFICATION.

Michael F. Hosh, as owner, 45th Parallel Emergency Preparedness, LLC shall maintain at a minimum, the following insurance for himself and his employees during the term of this AGREEMENT.

Commercial General Liability Insurance in the amount of \$1,000,000.00 per occurrence for property damage and bodily injury, with a \$1,000,000.00 aggregate.

Professional Liability/Errors & Omissions Insurance in the amount of \$1,000,000.00 each claim, incident or occurrence. This insurance must

cover damages caused by error, omission, or negligent acts related to the professional services to be provided under this Contract.

Workers Disability Compensation Insurance including employer's liability coverage, in accordance with applicable statutes of the State of Michigan.

Motor Vehicle Liability Insurance, including Michigan no-fault coverage.

Any other Insurance that may be needed by Michael F. Hosh in order to fulfill the obligations of this AGREEMENT.

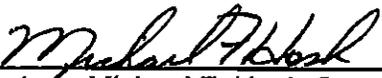
XIV. **SEVERABILITY.**

If any term of this AGREEMENT is held by a court of competent jurisdiction to be invalid or unenforceable, then the AGREEMENT, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties as of the date first above written.

XV. **COMPLIANCE WITH THE LAW.**

The owner, staff and employees of 45th PEP shall comply with all applicable Federal, State, and local laws and ordinances, rules and regulations, as well as any applicable Otsego County policies.



Signature: Michael F. Hosh Owner/CEO
45th Parallel Emergency Preparedness, LLC

April 12, 2013

Date Signed

Signature: Chief Elected Official
Otsego County

Date Signed

Printed Name: Otsego County Official

Signature: Chairperson, R7HSPB

Date Signed

Printed Name: Chairperson R7HSPB

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into by and between the State of Michigan Department of Veterans Affairs; herein after referred to as MDVA and Otsego County on behalf of the Otsego County Veterans Service Office; herein referred to as the County.

Whereas VETRASPEC is now the secure web-based application that the MDVA has purchased and implemented as a web based information system to track and assist veterans and eligible dependents in accessing all benefits of which they are by law eligible for; and

Whereas, the VetraSpec system has the ability to be utilized in virtually real time transfers of information regarding veteran's information between levels of government; specifically state and county and

Whereas, it is anticipated that other benefits of utilizing VetraSpec will include a cost savings due to decreases in postage utilization and administrative activities realized by electronic preparation and transfer of veteran's documentation and information and

Whereas, County veteran data composed, generated, assembled and produced by the County is stored and managed on the MDVA's state department data base creates a need for shared understanding of the limits of access and use by the parties involved and

Whereas, recognizing the statutory and historical relationship the MDVA has with the County, and in pursuit of creating more efficiency and effectiveness in that relationship, MDVA has made arrangements with VetraSpec to allow the County to join on the State's License as a "User" thereby enabling the county to manage and conduct their veteran service provision on the VetraSpec State department program. This relationship will simultaneously create a capability for the MDVA to store veteran transaction data and generate reports requisite to statistical analysis.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth herein, the parties agree as follows:

1. Purpose

The sole intended purpose of this memorandum of Understanding is to arrange for the shared use of the VetraSpec system by the State of Michigan Department of Veterans Affairs and the Otsego County Veteran Service Office.

2. Term

This memorandum of Understanding shall be effective for a twelve (12) month period commencing from the date of consent by the county. Thereafter, the agreement will automatically renew for two additional twelve (12) month periods.

3. MDVA's Duties and Responsibilities

A. MDVA will:

(1) Have the authority to utilize the County's veteran information for the purpose of statistical analysis and reporting only.

(2) Freely cooperate with authorities legally empowered to investigate, audit or otherwise review the procedures, data and conduct including the operation of VetraSpec and its users under the license held by the MDVA.

(3) Report any violation of the intended use of accessing VetraSpec under the MDVA's state department data base.

(4) Cancel access to VetraSpec for any violation or misrepresentation of the intended use of the program.

(5) Pay the annual user fee to DataSpec L.L.C. (VetraSpec's parent company) contingent upon continued legislative appropriations.

4. County Duties and Responsibilities

A. The County will:

(1) Only allow the County's authorized agents representing veterans to access the state department VetraSpec data base.

(2) Only view files associated with their county as determined by the veteran. If a veteran chooses not to be represented by their home county and chooses another county then the home county will not be able to view that veteran's file.

(3) Be limited to the County User level (can only view/manage county specific veterans information), as this is the only User permission that will be granted at the county level.

(4) Submit requests for customization and access variations to the MDVA for consideration of approval. All such requests must be in writing and will be recorded and maintained by the MDVA.

(5) Only use information from VetraSpec files to provide claims assistance to County veterans and their dependents and retain county veteran historical data. County veteran specific information will not be provided to an organization, entity, or individual for the following purposes"

a. Recruitment for membership to organizations (to include Veteran Service Organizations).

b. Solicitations to firms, or any other for profit or non-profit organization seeking to do business with individuals; represented within the state department data base.

c. Listing names for inclusion/inscription on monuments or memorials.

5. Independent Contractors

The parties mutually agree this Memorandum of Understanding shall not create any type of employment relationships between the parties. It is agreed between the parties that designated County staff personnel shall at all time continue to be employees of the party hiring them for the duration of their employment. The hiring party shall be responsible for the salary and benefits of said employees and that these employees are not entitled to any salary or compensation from or by the MDVA.

6. Assignment

The parties agree that they shall not assign their duties or responsibilities in keeping with this Memorandum of Understanding to another organization, entity or individual with prior consent or mutual agreement.

7. Governing Law

This Memorandum of Understanding shall be governed by and its content be construed under the laws of the State of Michigan; which shall be the forum for any lawsuits arising from and incident to this Memorandum of Understanding.

8. Termination

This Memorandum of Understanding may be terminated at any time by either party pursuant to proper written notification.

Executed the _____ day of _____, _____ by the Michigan Department of Veterans Affairs,

By: _____

Title: Veteran Services Administrator
Michigan Department of Veterans Affairs

APPROVED

this _____ day of _____, _____

By _____
Clark Bates, Chairman
Otsego County Veterans Affairs

By _____
Lee F. Olsen, Chairman
Otsego County Board of Commissioners



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 101-131

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
101 - 131 - 704.110	\$	\$ 4,000.00
101 - 131 - 704.700	\$ 4,000.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 4,000.00	\$ 4,000.00

Tracy A. Cruz
Department Head Signature

3/11/2013
Date

Finance Department
Entered:
By:

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



**OTSEGO COUNTY
BUDGET AMENDMENT**

FUND/DEPARTMENT: 292-662

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE

Account Number	Decrease	Increase
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
292 - 662 - 704.110	\$	\$ 4,000.00
292 - 662 - 704.700	\$ 4,000.00	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
Total	\$ 4,000.00	\$ 4,000.00

Stacy J. Cuff
Department Head Signature

4/16/2013
Date

Finance Department	
Entered:	
By:	

Administrator's Signature

Date

Board Approval Date (if necessary)

Budget Adjustment #

Posting Number



OTSEGO COUNTY BUDGET AMENDMENT

FUND/DEPARTMENT: Equipment Fund

As provided for in the Uniform Budget and Accounting Act of 1978, as amended, and consistent with Otsego County Policy, the Administrator and Finance Director are hereby authorized to record the following adjustments to the budget.

Fund Type: General Special Revenue Debt Service Capital Project Business-Type (Enterprise or Internal Svc)

REVENUE Purchase new kiosk monitor for airport (\$498) & forgive loan from first kiosk purchase (\$504)

Account Number	Decrease	Increase
266-050-400.001 Budgeted Use of Fund Balance	\$	\$1,002
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

EXPENDITURE

Account Number	Increase	Decrease
266-901-970.430 Furniture and Fixtures	\$1,002	\$
	\$	\$
	\$	\$
-	\$	\$
-	\$	\$
-	\$	\$
Total	\$	\$

Department Head Signature _____ Date _____

Administrator's Signature _____ Date _____

Finance Department
Entered:
By:

4/23/13
 Board Approval Date (if necessary) _____ Budget Adjustment # _____ Posting Number _____

This Agreement entered into this day of April 23, 2013, between the County of Otsego, a Michigan municipal corporation located at 225. West Main Street, Gaylord, Michigan 49735, hereinafter called the "County" and the Atlanta Municipal Airport 13251 Airport Road, Atlanta, Michigan 49709, hereinafter called the "AMA".

Witnesseth:

1. The Atlanta Municipal Airport agrees to request and file any necessary forms with the Michigan Department of Transportation Aeronautics Division requesting that their unspent Entitlement Funds for FY 2010 in the amount of \$62,268 be transferred to the Gaylord Regional Airport and Otsego County for its use.

4. In compensation for the services referenced above, The Fee. The County agrees to pay the ^{AMA} ~~AAC~~ a total fee of \$1,500 upon notification by the MDOT Aeronautics Division that the transfer of Entitlement Funds has been approved.

COUNTY:

John Burt
Otsego County Administrator

Date: _____

AMA:

Date: _____