

April 14, 2009

The Regular meeting of the Otsego County Board of Commissioners was held in the Multi-Purpose Room of the J. Richard Yuill Alpine Center. The meeting was called to order at 9:30 a.m. by Chairman Glasser. Invocation by Chairman Glasser, followed by the Pledge of Allegiance led by Commissioner Liss.

Roll call:

Present: Backenstose, Bates, Beachnau Brown, Glasser, Harkness, Hyde, Johnson, Liss.

The minutes were corrected to read Commissioner Beachnau was present.

Motion by Commissioner Bates, to approve the Regular minutes of March 24, 2009 as corrected. Ayes: Unanimous. Motion carried.

The agenda was amended to add under new business item B) OCR-09-12 Revenue Sharing Restoration and item C) OCR-09-13 DHS Lawsuit.

The Wade Trim Remonumentation Contract was removed from the consent agenda and placed under new business as item D); The Bob Mitchell and Associates Remonumentation Contract was removed from the consent agenda and placed under new business as item E); The County Representative Remonumentation Contract was removed from the consent agenda and placed under new business as item F.

Consent Agenda:

Motion to approve the reappointment of Rosemary Tyler to the Jury Board with the term to expire April 30, 2015. Ayes: Unanimous. Motion carried.

Administrator's Report:

John Burt reported on the Commissioners meetings possibly being held at the County Building beginning the first meeting in June.

Department Head Reports:

Bill Kerr presented to the Board the Equalization report.

Motion by Commissioner Beachnau, to accept the 2009 Equalization Report as presented. Ayes: Unanimous. Motion carried.

Correspondence:

Chairman Glasser received a notice there is an Oil and Gas lease auction on May 5, 2009; MSU Extension and Association of County Finance are holding a County finance workshop in Grayling on April 29, 2009; Otsego Lake Township applied for a recreation grant for proposed restrooms at the County Park; Oscoda County Resolutions received.

Unfinished Business:

Motion by Commissioner Backenstose, to postpone the discussion on the Tax Sharing Policy until the April 28, 2009 Board of Commissioners Meeting. Ayes: Backenstose, Beachnau, Brown, Harkness, Johnson, Liss. Nays: Bates, Glasser, Hyde. Motion carried.

New Business:

Motion by Commissioner Brown, to approve the March 31, 2009 Warrant in the amount of \$138,587.04 Ayes: Unanimous. Motion carried.

Motion by Commissioner Harkness, to approve the April 7, 2009 Warrant in the amount of \$126,657.45. Ayes: Unanimous. Motion carried.

Motion by Commissioner Hyde, to approve the April 14, 2009 Warrant in the amount of \$524,523.09. Ayes: Unanimous. Motion carried.

Motion by Commissioner Johnson, to adopt Resolution OCR-09-12 Revenue Sharing Restoration as presented.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Motion carried/Resolution adopted. (see attached)

Motion by Commissioner Liss, to adopt Resolution OCR-09-13 DHS Lawsuit. A motion to amend by Commissioner Johnson, to have the resolution read, Resolved this resolution be forwarded to Governor Jennifer Granholm, Senator Tony Stamas, Representative Kevin Elsenheimer and the Michigan Association of Counties for their consideration and action. Vote on amendment-Unanimous.

Roll Call Vote:

Ayes: Backenstose, Bates, Beachnau, Brown, Glasser, Harkness, Hyde, Johnson, Liss.

Nays: None.

Motion carried/Resolution adopted as amended. (see attached)

Motion by Commissioner Liss, to approve the County Remonumentation contracts with changes of limits of vehicle liability no less than \$1,000,000.00 (one million) per occurrence in compliance with County Purchasing Policy and to include the correct date of 12/31/2009 under item 5 in the Wade Trim and Bob Mitchell and Associates Contract. Ayes: Unanimous. All three motions carried. (see attached)

Board Remarks:

Commissioner Backenstose: Commission on Aging breakfast.

Commissioner Bates: City Council meeting.

Commissioner Glasser: Bagley Township meeting.

Commissioner Harkness: Streetscape in the fall.
Farmers market in Township.

Commissioner Johnson: May Health Department meeting in Gaylord instead of
Charlevoix.
Parks and Recreation meeting.

Meeting adjourned at 10:30 a.m. at the call of the Chair.

Kenneth R. Glasser, Chairman

Lynn Branch, Chief Deputy Clerk

RESOLUTION NO. OCR 09-12

RESOLUTION IN SUPPORT OF THE STATE OF MICHIGAN TO FULFILL ITS OBLIGATIONS AND PROMISES AND FULLY AND UNCONDITIONALLY RESTORE STATE REVENUE SHARING FOR ALL MICHIGAN'S 83 COUNTIES

OTSEGO COUNTY BOARD OF COMMISSIONERS
April 14, 2009

WHEREAS, the Otsego County Board of Commissioners represent the citizens of Otsego County; and

WHEREAS, the counties of Michigan work on behalf of the State of Michigan to provide numerous state mandated services; and

WHEREAS, counties depend heavily upon state revenue sharing to provide numerous essential public health, safety and welfare services; and

Whereas, the residents of Otsego County and the Otsego County Board of Commissioners demand an efficient, professional level of public service; and

WHEREAS, in 2005 State Revenue Sharing payments were discontinued to counties, relieving the State Budget of \$183 million in annual State Revenue Sharing payments to counties, with the promise and agreement that these payments would be restored when each of the individual counties Revenue Sharing Reserve Fund were exhausted; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners does hereby support and urge the State of Michigan to fulfill its obligations and promises and fully and unconditionally restore State Revenue Sharing for all Michigan's 83 counties; and be it, further

RESOLVED, that copies of this resolution be forwarded to Governor Jennifer Granholm, Senator Tony Stamas, Representative Kevin Elsenheimer, and the Michigan Association Counties.

RESOLUTION NO. OCR 09-13

RESOLUTION SUPPORTING ADEQUATE STATE FUNDING TO HOLD COUNTIES HARMLESS FROM THE DEPARTMENT OF HUMAN SERVICES LAWSUIT SETTLEMENT AGREEMENT

OTSEGO COUNTY BOARD OF COMMISSIONERS

April 14, 2009

WHEREAS, the State of Michigan, Department of Human Services was sued by Children's Rights regarding the care of children in foster care and juvenile justice; and

WHEREAS, the Department of Human Services settled the case out-of-court without consent or consultation from Michigan's counties; and

WHEREAS, Michigan counties are the funding source for one-half of the costs of foster care and juvenile justice services in the State of Michigan; and

WHEREAS, the cost of the settlement agreement between the Department of Human Services and Children's Rights would require Michigan's counties to pay, without their consent, up to \$32,000,000 per year statewide in *calculable costs*, with additional county costs evident that are not able to be calculated; and

WHEREAS, Michigan's counties face staggering cuts to services across the board due to declining property tax base, state funding cuts to support mandated services, increasing responsibilities eliminated from the state government being forced to counties, and increasing state regulation; now, therefore, be it

RESOLVED, that the Otsego County Board of Commissioners urges the legislature and the Governor to hold counties harmless from the increased County Child Care Fund expenses associated with the agreement reached between the Department of Human Services and Children's Rights; and be it, further

RESOLVED, that this resolution be distributed to the Governor Jennifer Granholm, Senator Tony Stamas, Representative Kevin Elsenheimer, and the Michigan Association of Counties for their consideration and action.

**OTSEGO COUNTY 2009 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR COUNTY REPRESENTATIVE SERVICES**

1. Parties. This agreement made this Fourteenth day of April, 2009, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Ronald C. Brand, PS., located at 2403 Bellewood Drive, Gaylord, Michigan, hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on January 1, 2009, and continue until December 31, 2009.

3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.

 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws

 - C. County Surveyor. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

 - D. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT for the total amount not to exceed **One Thousand Seven Hundred Fifty One and 00/100 dollars (US \$1,751.00)**. The PROJECT shall be defined as completion of all duties listed in Section 7, Services to be Provided by CONTRACTOR.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when the required work listed in Section 7, Services to be Provided by CONTRACTOR, is completed by the CONTRACTOR.

If the CONTRACTOR fails to meet the deadlines contained within this contract, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator. Requests for payment for partial completion of contract will not be routinely approved in order to encourage timely performance of the contract.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.
7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:
 - A. Establishing, scheduling meetings of, and chairing a Peer Group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act. Peer Group meetings shall be scheduled as to allow for all assigned Remonumentation corners, other than corners tabled until the following grant cycle, to be reviewed and ratified by October 1, 2009.
 - B. Evaluation of all completed Land Corner Recordation Certificate(s). Such work to be completed by October 30, 2009.
 - C. Creating and maintaining a filing system for each corner, which contains all survey information compiled.
 - D. Submitting documentation to the County Grant Administrator as required for the annual Application for Monumentation Grant which includes, but is not limited to the following:
 1. A general work-progress report for all current awarded contracts, by October 1, 2009.
 2. For the current-year projects, a description of the work area completed, and the work remaining to be completed. Such completion report will be completed by November 15, 2009.
 3. The Work Program for the following year. Such Work Program will be completed by November 30, 2009. The Work Program will indicate (a) the area where the Public Land Survey corners and Property-controlling corners are proposed to be monumented and/or remonumented and coordinates set within the next contract year; (b) the area where the Public Land Surveyor corners and Property-controlling corners are to be researched in the next contract year; (c) the area where horizontal and vertical control stations are to be researched and located; and (d) the area where horizontal and vertical coordinates are to be established.

The County Representative will consult with and obtain the consent of the Grant Administrator when drafting the Work Program and Remonumentation Grant Application for the following year.

- E. Any other duties contained in the Monumentation and Remonumentation Plan for Otsego County, Michigan or those contained in Act 345, of the Public Acts of 1990, the State Survey and Remonumentation Act, being Sections 54.261 to 54.279 of the Michigan Compiled Laws.
8. Motor Vehicle Liability Insurance. Proof of Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.
9. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.
10. Termination. This Agreement may be terminated prior to the expiration of its term as follows:
- A. By mutual written agreement of the parties; or
- B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.
11. Effect of Termination. In the event of termination of this Agreement pursuant to Section 10, CONTRACTOR will be entitled to the monies provided herein only through date of termination.
12. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County: John Burt
 Otsego County Administrator
 225 West Main Street, Suite 203
 Gaylord, Michigan 49735

If to Ronald C. Brand, PS:
 Ronald C. Brand, PS
 2403 Bellewood Drive
 Gaylord, Michigan 49735

13. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Fourteenth day of April, 2009, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR: Ronald C. Brand, PS
2403 Bellewood Drive
Gaylord, MI 49735

By: _____
John M. Burt
Otsego County Administrator

By: _____
Ronald C. Brand, PS
Otsego County Surveyor

Approved as to Form

Approved as to Form

**OTSEGO COUNTY 2009 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Fourteenth day of April, 2009, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Wade Trim, Inc., located at 271 W. McCoy Road, Gaylord, Michigan, hereafter CONTRACTOR.

2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2009.

3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.

 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.

 - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.

 - D. County Plan. Means the approved Otsego County Remonumentation Plan.

4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Five Thousand Six Hundred Sixty Six and 50/100 dollars (US \$5,666.50)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.

5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the Monumentation and Remonumentation Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed

and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2009.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2009**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (9 ea.):
T30N, R1W, Charlton Township (Central), 9 corners
J09, J11, K07, K08, K09, K10, K11, L09, L11

B. CORNERS TO BE MONUMENTED (9 ea.):
T30N, R1W, Charlton Township (Central), 9 corners
J09, J11, K07, K08, K09, K10, K11, L09, L11

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.

9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including, Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County: John Burt
 Otsego County Administrator
 225 West Main Street, Suite 203
 Gaylord, Michigan 49735

If to Wade Trim: Stephen M. Johnson, P.S.
 Vice-President
 271 W. McCoy Road
 PO Box 618
 Gaylord, Michigan 49734

14. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Fourteenth day of April, 2009, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR: WADE-TRIM, INC.
P.O. Box 618
Gaylord, MI 49734

By: _____
Kenneth R. Glasser, Chairman
Otsego County Commissioner

By: _____
Stephen M. Johnson, PS,
Vice President

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

By: _____
Marlene K. Hopp,
Otsego County Grant Administrator

**OTSEGO COUNTY 2009 MONUMENTATION/REMONUMENTATION PROGRAM
AGREEMENT FOR SURVEY/REMONUMENTATION SERVICES**

1. Parties. This agreement made this Fourteenth day of April, 2009, by and between the County of Otsego, a Michigan Municipal Corporation, of Gaylord, Michigan 49735, hereafter COUNTY, and Bob Mitchell & Associates located at 512 West Main Street, Gaylord, Michigan 49735, hereafter CONTRACTOR.
2. Term. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the date first above written, and continue until December 31, 2009.
3. Definitions.
 - A. County Grant Administrator. Means a person appointed by the Otsego County Board of Commissioners as the individual responsible for completing and submitting the annual Application for a survey and Monumentation Grant to the State of Michigan, and the administering of the approved annual grant.
 - B. County Representative. Means the County Surveyor, whether elected or appointed, pursuant to Section 95 of Chapter 14 of the Revised Statutes of 1846, being Section 54.95 of the Michigan Compiled Laws.
 - C. Peer Group. Means not less than three non-associated surveyors appointed by the County Representative. One member of the Peer Group shall be the County Representative, who shall act as chair.
 - D. County Plan. Means the approved Otsego County Remonumentation Plan.
4. Compensation. The CONTRACTOR shall perform all work for the PROJECT at the applicable rates indicted on the Professional Fee Schedule attached to and made a part hereof, for the total amount not to exceed **Five Thousand Six Hundred Sixty Six and 50/100 dollars (US \$5,666.50)**. The PROJECT shall be defined as the corners completed (corners to be researched, corners to be monumented or remonumented and corners to have coordinates set) without exceeding the maximum amount.
5. Payment of Compensation. The OWNER will pay the CONTRACTOR for the work when: (a) the Peer Review Group reviews and concurs with the CONTRACTORS Corner Research & Remonumentation according to the County Plan For Otsego County; (b) furnishes an original Land Corner Recordation Form, or forms if appropriate to the County Representative; (c) furnish one complete set of documents for each corner monumented, remonumented, researched or coordinate set to the County Representative to be placed in the permanent file maintained at the Register of Deeds Office; (d) the County Representative certifies to the appropriate County official or officer that (a), (b) and (c) have been completed and that such completed work is in accordance with the grant; (e) that the County will pay the amount owed and due within 30 days of receipt of itemized invoice, approved by the County Representative and by the County Grant

Administrator. These (a)-(d) requirements will be completed 45 days prior to end of the Grant Agreement, ending 12/31/2009.

Unless otherwise authorized by the County Grant Administrator, the Contractor's work is to be completed **no later than October 15, 2009**. Said statement shall be in accordance with the schedule of fees and charges outlined in this Contract. If the CONTRACTOR fails to meet this deadline, payment may be withheld at the option of the County Grant Administrator. In the event that the CONTRACTOR fails to meet the deadlines specified within this contract by at least fourteen days, there will be a reduction of \$50.00 per day from the Compensation total beginning on day fifteen. The Grant Administrator can extend deadlines at his/her discretion.

Payment for partial completion of contracts shall be allowed at the discretion of the Grant Administrator.

6. Subcontracting. Nothing contained in this contract shall prevent CONTRACTOR from employing such independent professional associates as CONTRACTOR to assist in the performance of services hereunder. The CONTRACTOR is an independent contractor. In such regard, any and all officers, employees, servants and agents of the contractor shall be deemed employees, servants and agents of the CONTRACTOR and not that of the COUNTY.

7. Services to be Provided by CONTRACTOR. In consideration of the compensation to be paid by the COUNTY, CONTRACTOR shall perform the following services:

A. CORNERS TO BE RESEARCHED (9 ea.):

T31N, R4W, Elmira Township, 9 corners
K03, K04, K05, K06, K07, L03, L05, M04*, M05*

B. CORNERS TO BE MONUMENTED (14 ea.):

T31N, R4W, Elmira Township, 9 corners
K03, K04, K05, K06, K07, L03, L05, M04*, M05*

* Two corners common to an another township

C. Project Details. RESEARCH shall consist of a thorough investigation of all available sources and include copies of pertinent supporting documents and data. REMONUMENTATION shall consist of field reconnaissance of existing monumentation and references; any required measurements or calculations; a Land Corner Recordation Certificate; presentation to, and acceptance of, the Otsego County Peer Review Group; placement of an Otsego County Monument provided by the COUNTY, and a record of the date of completion of specific tasks on a form provided by the COUNTY. The COUNTY will record all Land Corner Recordation Certificates after acceptance by the Otsego County Peer Review Group. COORDINATES shall consist of State Plane Coordinates established in accordance with the requirement of the Office of Land Survey and Remonumentation.

This Contract requires that all survey work be performed in accordance with Act 345 of Public Acts 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government corner. It is required that these instructions be followed to the best of the Contractor's ability.

8. Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the County its boards, commissioners, officers, employees and agents against all claims of loss, damage and/or injury arising out of the performance of services by CONTRACTOR under this Agreement or that may be sustained in or upon the County owned or leased premises from any actions or omissions of CONTRACTOR. Such indemnification shall survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities granted by law.
9. Insurance. CONTRACTOR, shall at its sole expense, obtain and maintain in full force and effect at all times during the term of this Agreement, the following insurance coverages, in a form acceptable to the County, with responsible insurance companies licensed and admitted to do business in the State of Michigan. CONTRACTOR shall provide the COUNTY with proof of insurance prior to commencement of this Agreement.

A. General Liability Insurance. General liability insurance with limits of liability not less than \$1,000,000 per occurrence for the protection of the COUNTY and the State of Michigan against all claims, liabilities, obligations, damages, claims, judgments, costs and expenses, damages, and expenses for bodily injury or death, personal injury and/or damage to property that may arise out of CONTRACTOR's negligent act, error or wrongful conduct incident to or arising out of the services provided under this Agreement, or that may be sustained in or upon the COUNTY premises and the State of Michigan (and its agents and employees) from any actions or omissions of CONTRACTOR (or anyone directly or indirectly employed by it).

B. Motor Vehicle Liability. Motor vehicle liability insurance of \$1,000,000 per occurrence and aggregate, including Michigan no-fault coverages.

C. Each insurance policy shall name the County as an Additional Insured and shall contain a provision that the policy cannot be terminated, canceled, or substantially altered without thirty (30) days written notice to the County.

10. Sufficiency of Performance. Strict performance of the terms of this Agreement is necessary, and even substantial performance in good faith and without willful failure will not be deemed sufficient performance. Strict performance will be deemed the essence of this Agreement. In the event of CONTRACTOR's failure to timely perform the services under this Agreement, the COUNTY may, upon notice to CONTRACTOR, seek alternative means of obtaining the services.

11. Termination. This Agreement may be terminated prior to the expiration of its term as follows:

A. By mutual written agreement of the parties; or

B. In the event of default or breach of this Agreement by either party, the other party may terminate this contract immediately.

C. Either party may terminate this Agreement, with or without cause, upon 30 days prior written notice to the party.

12. Effect of Termination. In the event of termination of this Agreement pursuant to Section 11, CONTRACTOR will be entitled to the monies provided herein only through date of termination.

13. Notices. All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to the County: John Burt
Otsego County Administrator
225 West Main Street, Suite 203
Gaylord, Michigan 49735

If to: Bob Mitchell & Associates:
Robert F. Mitchell, PS,
Manager
512 W. Main Street
Gaylord, Michigan 49735

14. Titles; Headings. Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

AGREED to this Fourteenth day of April, 2009, at Gaylord, Michigan.

OWNER: COUNTY OF OTSEGO
225 W. Main Street
Gaylord, MI 49735

CONTRACTOR: BOB MITCHELL &
ASSOCIATES
512 W. Main Street
Gaylord, MI 49735

By: _____
Kenneth R. Glasser, Chairman
Otsego County Commissioner

By: _____
Robert F. Mitchell, PS
Manager

Approved as to Form

Approved as to Form

By: _____
John M. Burt,
Otsego County Administrator

By: _____
Marlene K. Hopp,
Otsego County Grant Administrator