

July 14, 2015

The regular meeting of the Otsego County Board of Commissioners was held at the County Building, 225 West Main St., Room 100. The meeting was called to order at 9:30 a.m. by Vice-Chairman Doug Johnson. Invocation by Commissioner Julie Powers-Gehman, followed by the Pledge of Allegiance led by Ken Glasser.

Roll Call:

Present: Julie Powers-Gehman, Paul Beachnau, Paul Liss, Lee Olsen, Erma Backenstose, Ken Glasser, Doug Johnson, Bruce Brown.

Excused: Ken Borton.

Motion by Commissioner Paul Liss, to approve the regular minutes of June 23, 2015 with attachments Ayes: Unanimous. Motion carried.

Consent Agenda:

Motion to approve the Courthouse Technologies Agreement and Budget Amendment. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Land Use Services inspector contract with Mark Raymond. Ayes: Unanimous. Motion carried. (see attached)

Motion to approve the Otsego Conservation District Recycling agreement renewal. Ayes: Unanimous. Motion carried. (see attached)

Administrator's Report:

John Burt reported on the Community Center renovations; Courthouse plaza project; EMS expansion bids received; 2016 Airshow; Medical examiner offices; Groen Nature preserve cleanup.

Motion by Commissioner Lee Olsen, to approve moving forward with planning for the 2016 Air Show and to authorize the Administrator to approve agreements for the Air Show. Ayes: Unanimous. Motion carried.

Motion by Commissioner Lee Olsen, to authorize a budget amendment in the amount of \$30,000 for the renovation of space at the EMS building to be used as Medical Examiner storage room and an office to be funded from the Delinquent Tax Fund (fund 516). Ayes: Unanimous. Motion carried. (see attached)

Motion by Commissioner Ken Glasser, to approve the Groen Nature Preserve Capital Projects (Fund 494) budget amendment in the amount of \$9,000 as presented. Ayes: Unanimous. Motion carried. (see attached)

**Department Head Report:**

Mike Rola reported on the Prosecutor's office.

Diann Axford reported on the Treasurer's office.

**Committee Reports:**

Motion by Commissioner Paul Liss, to approve the bus contracts with the Commission on Aging; Crossroads Industries; and the two contracts with the Cheboygan Otsego Presque Isle Education School District. Ayes: Unanimous. Motion carried. (see attached)

City Liaison, Township and Village Representative: None.

**Correspondence:**

Commissioner Lee Olsen received information from NEMCOG.

**New Business:**

Motion by Commissioner Paul Beachnau, to approve the June 30, 2015 Warrant in the amount of \$79,901.11. Ayes: Unanimous. Motion carried.

Motion by Commissioner Julie Powers-Gehman, to approve the July 7, 2015 Warrant in the amount of \$90,955.55. Ayes: Unanimous. Motion carried.

Motion by Commissioner Lee Olsen, to approve the Jul 14, 2015 Warrant in the amount of \$318,466.74. Ayes: Unanimous. Motion carried.

Motion by Commissioner Erma Backenstose, to award Bid 2015-03 to Earthworks as the low bidder at \$30,575 for the demolition of foreclosed properties along with any associated budget amendment in the amount of \$32,000 with funds to come from the Tax Foreclosure Fund. Ayes: Unanimous. Motion carried. (see attached)

**Public Comment:**

Vice-Chairman Doug Johnson opened up the meeting for public comment.

**Board Remarks:**

Commissioner Erma Backenstose reported the Otsego Lake Township meeting is July 16<sup>th</sup>.

Commissioner Paul Liss reported on the Corwith Township Hall Construction progress; Trail head progress.

Commissioner Bruce Brown had no report.

Commissioner Ken Glasser had no report.

Commissioner Paul Beachnau reported on the Alpenfest; Commended John, Rachel and staff for budget meeting held; City Council meeting,

Commissioner Julie Powers-Gehman reported on the City Council meeting.

Commissioner Lee Olsen commended John, Rachel and staff for budget meeting held; Thanked everyone for the get well wishes.

Commissioner Doug Johnson reported on the Parks and Recreation meeting.

Meeting adjourned at 10:37 a.m.

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Douglas C. Johnson, Vice-Chairman

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Susan I. DeFeyer, Otsego County Clerk



- o If the number of documents actually produced annually with SummonsDirect (the "Actual"), exceeds the Annual Estimate, Courthouse Technologies will charge you for each additional document printed in excess of the Annual Estimate at the per summons rate described below under Project Charges. Those charges will be billed monthly after you reach the Annual Estimate and continue month to month until the end of the annual term. The Actual will then become the new Annual Estimate for the next annual term.
- o If the Actual is lower than the Annual Estimate, Courthouse Technologies will credit you the difference between the Actual and the Annual Estimate at the per summons rate described below under Project Charges unless the Actual is lower than the Annual Estimate by 25% or more. In the event the Actual is lower than the Annual Estimate by 25% or more, Courthouse Technologies will adjust the Annual Charges for SummonsDirect according to our then prevailing, published rates at the volume of the Actual. The Actual will then become the Annual Estimate for the foregoing annual term. If the total revised charges are less than the total charges you paid for SummonsDirect based on your original Annual Estimate, Courthouse Technologies will credit you the difference between the total revised charges and the amount you paid based on your original Annual Estimate, and,
  - Provide the following Required Third-Party Products:
    - o SAP Crystal Reports Viewer for Visual Studio .Net for use in connection with Courthouse JMS;
    - o Microsoft .Net Framework 4.X for use in connection with Courthouse JMS;
  - Provide the following Other Third-Party Products:
    - o SAP Crystal Reports 2008 (single seat license) for use with Courthouse JMS reports.
  - Provide the following CHT Services:
    - o provide an expert jury management consulting resource to conduct a Business Requirements Review (by phone) with the Court's appointed user-committee to gather configuration and reporting information from all included parties and to ensure that all required functionality is included in Courthouse JMS;
    - o provide project management services to coordinate all aspects of the project;



- o provide 1 iteration of a consolidated, implementation-wide jury summons design, free of charge - subsequent design iterations will be billed at CHT's published, prevailing rates;
- o use a formalized change request to provide flexibility during development iterations and to manage the scope of the project which may include, but is not limited to, requests for additional development;
- o pipeline source list data from the Customer's current jury management system to the Courthouse JMS database or install a new source list - active data from the legacy jury management will be transferred to the JMS database only as mutually agreed;
- o provide an expert Courthouse JMS installation resource to work with Customer staff on installation of Courthouse JMS in a training and a production environment;
- o provide a 2-day training session to the Customer's staff at a location to be determined;
- o provide training and support materials including an electronic Installation and Administration Guide, a paper and electronic Quick Reference Guide, and an electronic full Reference Manual;
- o provide an expert jury management "go-live" support resource (2 days) at Customer's first "live" location during the first days that jurors report under the new system. This will be connection with the other Counties using the system under the same implementation;
- o provide 24X7 customer support by telephone, email, and WWW through our Annual Support program with Court's "first-line" of support, which services will commence immediately upon completion of training;
- o provide warranty service wherein we will remedy (at our expense) any deficiencies with the software identified for its lifetime; and,



In consideration of the above, the Customer agrees to:

- Appoint a project leader to act as the single point of contact with CHT;
- Appoint a user-committee who will participate in the Business Requirements Review and who will assist CHT and the project leader to gather configuration and reporting information and to ensure that all required functionality is included in Courthouse JMS;
- Engage in the use of Courthouse JMS and its peripheral products and services in connection with any other county installed on Berrien County's environment in a similar, unified method. This includes training, support, and business requirements review;
- Assist CHT with project planning including creating a project timeline, and an implementation plan;
- Provide support personnel to provide "first-line" support as an initial point of contact for any support issues or questions. This staff will be in contact with CHT Support personnel;
- From time to time provide the assistance of the Customer's IT personnel;
- Provide CHT with remote (VPN/remote desktop) access to Customer servers to assist with system installation and configuration if necessary;
- Provide all required computer hardware, communications hardware, cabling, operating system software, database software, and other software for premise connectivity;
- At the Customer's sole option, license and install the following optional Third Party Software for use in connection with the CHT Software:
  - o Google Maps API key; and,
  - o Skype for Windows;
- Promptly pay all subscription fees at the commencement of this project;
- Subscribe to use these products and services for a minimum of five years at the stated price.



### Subscription Project Costs

Description	Annual Charges
Site Subscription: Courthouse JMS	Included
Annual Support for ALL Items used	Included
Business Requirements Review	Included
Project Management	Included
Installation	Included
Source List Conversion	Included
Training (max 10 persons) <sup>1</sup>	Included
"Go-Live" Support <sup>2</sup>	Included
Site Subscription: Courthouse eResponse	Included
Site Subscription: Courthouse IVR	Included
IP-Based Phone Number	Included
Site Subscription: Courthouse IDS	Included
Pegasus Imaging License	Included
System tailoring and setup (maximum 20 hours)	Included
Site Subscription: Courthouse SMS (Max 10,000/year)	Included
Site Subscription: Summons-Direct	Included
Summons/Questionnaire Self-Mailer Forms	Included
Qty. 6,000 (estimated annual supply)	Included
Initial form design and setup	Included
NCOA Data-Cleansing	Included
CASS Certification	Included
Form Production (1 side color/1 grayscale - 1 side dynamic info) Standard Template	Included
1 Perforation and Folding	Included
Imaging and Printing of Summons/Questionnaire	Included
Tabbing	Included
Mall preparation	Included
Use of Web Services for SummonsDirect	Included
<b>Total Cost per questionnaire/summons (excludes postage)</b>	<b><u>\$2.60<sup>2</sup></u></b>

<sup>1</sup> Excludes Travel Fees of \$1,600

<sup>2</sup> Subscription is for a minimum of 5 years

**Courthouse Technologies, Ltd.**  
**Software Subscription and Service Agreement**

The Otsego County Circuit Court, MI (the "Customer") and Courthouse Technologies, Ltd. ("CHT") agree that the terms of this Agreement and the Attachments hereto (which Attachments are incorporated by reference to this Agreement) form the complete and exclusive statement of the agreement between the parties and supercedes any prior oral or written communications between the parties relating to the subject matter of this Agreement.

The Customer accepts the terms of these documents by 1) signing the Agreement, 2) using the products and services provided in respect of this Agreement, or allowing others to do so, or 3) making any payment in respect of this Agreement. Additional or different terms in any written communication from the Customer (such as an order) are void.

Any references to the "CHT Customer Agreement" or "this Agreement" indicated in Attachment shall be to this Software Subscription and Service Agreement together with the Attachment and all Exhibits (as such term is defined in the Attachment).

**Courthouse Technologies, Ltd.**  
#201 157 Water Street  
Vancouver, BC V6B 1A7  
Canada  
Facsimile No: (604) 685-2891

**Otsego County Circuit Court**  
800 Livingston Blvd., Suite 3B  
Gaylord MI 49735  
U.S.A  
Facsimile No: (989) 731-0231

\_\_\_\_\_  
Name: Scott Kerr  
Title: President

Date: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. CHT Software, Supplied Products, and Services - Definitions

1.1. CHT Software. The term "CHT Software" means the computer programs in machine-readable, object code form that are licensed by CHT to Customer as provided for in this Agreement, which CHT Software does not include "Supplied Products" being third party software that is separately licensed to Customer by the third party provider thereof but, for the purposes of this Agreement, as appropriate, the term CHT Software shall include all manuals and other documentary materials provided to Customer by CHT hereunder.

1.2. Services. The term "Services" means those system support services that CHT delivers or otherwise makes available to the Customer including those Services that are standard to all customers or customized to Customer specific requirements.

1.3. CHT Deliverables. The "CHT Deliverables" are collectively the CHT Software, Supplied Products, and Services that CHT agrees to provide to the Customer. The CHT Deliverables as well as CHT's responsibilities and performance period are described in "Exhibits" which include but are not limited to statements of work, supplements, schedules, addenda, and change authorizations, which are also part of this Agreement. If there is a conflict among the terms in the various documents, those of an exhibit prevail over those of this Agreement.

1.4. Customer Materials. The term "Customer Materials" means, collectively, any materials or information including, but not limited to, customer data, software programs, database designs, documentation, reports, drawings and similar works that the Customer may own or license from third parties and that the Customer provides to CHT for the purpose of performing the Services.

### 2. Charges and Payment

2.1. All fees and charges including Subscription Fees are described in Exhibit A, "Statement of Work". Charges for Services, Supplied Products, or changes to the CHT Software, not described in Exhibit A, if any, shall be charged at CHT's prevailing, published rates.

2.2. All Annual Charges as set out above are payable upon the delivery of the CHT Software at the commencement of this project. Thereafter, Annual Charges are payable on the anniversary date of delivery of the CHT Software. All charges as set out above are payable within thirty days of receipt of an invoice from CHT. All duties, sales, use and personal property taxes, or similar charges, excluding those based on CHT's net income, upon any transaction under this Agreement, will be in addition to the fees and shall be paid by Customer as specified in the invoice. Unless CHT specifies otherwise, all amounts are in United States Dollars (US\$).

### 3. Grant of License

3.1 Subject to the terms and conditions of this Agreement and compliance therewith by Customer, CHT hereby grants to the Customer a non-exclusive,

nontransferable, license to access and use the CHT Software. The CHT Software is licensed to Customer on a County-wide subscription basis. Except as otherwise provided in this Agreement, the Customer will not, by itself or through any affiliate, agent or third party, directly or indirectly:

- 3.1.1. reverse engineer, decompile, disassemble alter or tamper with the CHT Software, in whole or in part, or otherwise obtain or attempt to obtain the source code for the CHT Software;
  - 3.1.2. sell, lease, loan, exhibit, donate or otherwise transfer any CHT Deliverables or allow access to the CHT Software by any party;
  - 3.1.3. permit any party to benefit from the use or functionality of the CHT Software via a timesharing, service bureau or other arrangement;
  - 3.1.4. transfer any of the rights granted to Customer under this Agreement or license granted hereunder including without limitation, by way of sublicense; or
  - 3.1.5. obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or other confidential or proprietary notices or legends on or encoded in the CHT Software or otherwise on the CHT Software.
- 3.2 The Customer warrants to CHT that the Customer is the proper corporate and legal authority to provide Customer Materials and that the provision of Customer Materials to CHT does not infringe on a patent or copyright or violate any trade secret or license or other trade agreement of any third party.
  - 3.3 CHT shall have the right to periodically conduct audits at the site of Customer upon reasonable advance written notice to verify the Customer's compliance with the terms of this Agreement.
  - 3.4 The CHT Deliverables provided hereunder and, where applicable, all copies thereof, are proprietary to CHT and title thereto remains in CHT. Other than the rights in and to the CHT Deliverables granted to Customer under this Agreement, Customer acquires no rights in the CHT Deliverables, or any part thereof, including without limitation, any patents, copyrights, trademarks, trade secrets or other intellectual property embodied therein. Customer acknowledges that CHT claims that the CHT Deliverables contain valuable proprietary information and trade secrets developed by CHT. All rights not expressly granted to Customer under this Agreement are reserved by CHT and or its licensors.
  - 3.5 Customer shall be responsible for entering into and complying with the terms of all license agreements with third party suppliers in connection with the Supplied Products.

**4. Term and Termination**

The term of this Agreement, the "Term", and the license set forth in paragraph 3 shall commence on the date of this Agreement and shall continue for a period of five (5) years in accordance with the following provisions.

- 4.1 At any time during the Term, the Customer may elect to purchase the CHT Software at CHT's prevailing, published rates;
- 4.2 Upon the conclusion of the Term, the Customer may elect to renew the Subscription for an additional term at CHT's then prevailing, published rates;
- 4.3 CHT may terminate this Agreement and the license of the CHT Software!
  - 4.3.1 If the Customer defaults in the performance of or compliance with any of its obligations under this Agreement other than those set out in section 4.1.3 below, and such default is not remedied or cured within thirty (30) days after CHT delivers notice specifying the default; or
  - 4.3.2 Immediately if the Customer files a petition in bankruptcy or under any insolvency act; makes an assignment for the benefit of its creditors; consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; is adjudicated as bankrupt; files a petition or answer seeking reorganization or arrangement under applicable bankruptcy laws or any other applicable law or statute; becomes subject to a final order, judgment or decree appointing a receiver of Customer; or if the Customer ceases to conduct business in the normal course; or
  - 4.3.3 Immediately if Customer fails, intentionally or unintentionally to abide by the restricted use or confidentiality provisions of this Agreement or exceeds the scope of the license granted hereunder.
- 4.4 CHT may also terminate this Agreement pursuant to section 6.3.
- 4.5 Customer may terminate this Agreement:
  - 4.5.1 Immediately if CHT files a petition in bankruptcy or a petition to take advantage of any insolvency act; makes an assignment for the benefit of its creditors; consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; is adjudicated as bankrupt; files a petition or answer seeking reorganization or arrangement under the bankruptcy laws or any other applicable law or statute; becomes subject to a final order, judgment or decree appointing a receiver of CHT seeking reorganization or arrangement of CHT under the bankruptcy laws or any other applicable law or statute; or ceases to conduct business in the normal course; or
  - 4.5.2 CHT commits a breach of this Agreement, unless CHT cures the breach within thirty (30) days after delivery of the notice of breach by Customer to CHT.
  - 4.5.3 **TERMINATION DUE TO CHANGE IN AVAILABILITY OF STATE SYSTEM.** This Contract will terminate without penalty, in the sole discretion of the Court, in the event the State of Michigan makes available the Courthouse Technologies' Jury Management System at a lower cost than provided herein. In this event, the Court will give the Contractor at least thirty (30) days written notice which sets forth the effective date of the termination

and explains that the termination is due to the State of Michigan making the system available at a lower cost.

- 4.6 Upon termination of this Agreement for whatever reason the license granted pursuant to paragraph 3 hereunder shall immediately terminate. The Customer shall immediately cease use of the CHT Software and destroy (and in writing certify such destruction) or return to CHT all copies of the CHT Software then in the Customer's possession or control within five (5) days after termination, and, unless termination is as a result of the provisions of section 4.2, shall immediately pay CHT all outstanding fees then owing under this Agreement.

#### 5 Force Majeure

CHT and Customer shall not be liable in damages or have the right to terminate this Agreement for any delay or default in performance under this Agreement if such delay or default is caused by conditions beyond that party's reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license) strikes, labor disputes, war, missile attacks, civil commotion, accidents, explosions, falling aircraft, equipment deliveries, shortages of materials, labor or transportation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement.

#### 6 Patent and Copyright Matters

6.1 The Customer will promptly notify CHT of any claim or suit involving the Customer in which infringement is alleged and cooperates fully with CHT and permits CHT to control completely the defense, settlement or compromise of any such allegation of infringement.

6.2 CHT shall have no liability to the Customer with respect to any claim of patent or copyright infringement or violation of any trade secret or license or other trade agreement, which is based upon the combination, or utilization of the CHT Deliverables with Customer Materials or which arise out of the Supplied Products or any breach by Customer of third party license for such Supplied Products. The Customer agrees, notwithstanding any other provision of this Agreement, to defend, at its own expense, any action brought against CHT based on a claim that the combination or utilization of the CHT Deliverables furnished hereunder with Customer Materials infringes a United States patent or copyright or violates the terms of any license or other third party agreement, and the Customer will pay those costs and damages finally awarded against CHT in any such claim. In any claim against CHT, or a claim against Customer (the "Claimee"), the Claimee will notify the other party promptly regarding the circumstances of the claim.

6.3 If after final adjudication, the CHT Software is found to be infringing of any third party intellectual property right, then CHT will have the right, at its option, to:

- 6.3.1 alter the CHT Software to make it non-Infringing, provided that such altered non-infringing software will fulfill substantially the same function as the CHT Software fulfilled prior to such alteration;
- 6.3.2 obtain a third party license or settlement for the continued use by the Customer of such infringing CHT Software; or
- 6.3.3 terminate this Agreement and the license granted hereunder, provided that, in the case of termination, CHT agrees that it will refund to Customer all one-time fees paid by Customer to CHT pursuant to section 2.1.

## 7 Confidentiality

The Customer acknowledges that the CHT Deliverables contain valuable trade secrets of CHT. CHT developed the CHT Deliverables through the expenditure of substantial time, effort and money. CHT wishes to, and the Customer agrees to, maintain in strict confidence and withhold from disclosure to unauthorized persons any data or information concerning the CHT Software. The Customer hereby agrees that the CHT Software and any information, knowledge and factual data related to the CHT Software which may be imparted to the Customer by CHT at any time, or from time to time, will not be copied (except one back-up copy of the CHT Software is permitted) or communicated to any third party, except for information required by employees of the Customer for use only in performing their duties on behalf of the Customer and which is to be retained in confidence by such employees. This Agreement creates in the Customer a license to obtain and utilize the CHT Software for the limited purposes provided herein, but confers no right, title or interest in or to the CHT Software, which title shall continue to vest solely in CHT.

## 8 Warranty, Exclusion of Warranties

8.1 CHT warrants to the Customer that it has the right to license the CHT Software to the Customer as contemplated herein. The sole remedy of the Customer with respect to this warranty is as set out in section 6.3.

8.2 CHT warrants that the delivered software will function in accordance with the specifications described in the Exhibits that form part of this Agreement.

8.3 In the event of significant malfunction of the CHT Software, provided that the Customer promptly notifies CHT hereof, CHT will use all commercially reasonable efforts to correct any fault occurring in the CHT Software, other than faults caused by the intentional or negligent acts of the Customer or the Customer's employees or independent contractors, or by the malfunction of the Customer's equipment, or Customer Materials.

8.4 THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND CHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE CHT DELIVERABLES INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CHT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CHT SOFTWARE WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF THE CHT SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE CHT SOFTWARE IS WITH CUSTOMER. THE REMEDIES PROVIDED FOR IN THIS AGREEMENT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

## 9 Limitation of Liability

In no event shall CHT be liable, whether based on breach of warranty or contract, in tort or strict liability or otherwise, for (a) any damages arising from performance or nonperformance of the CHT Software, (b) any lost profits, loss of use, or other consequential or incidental damages, even if CHT has been advised of the possibility of such damage, or (c) any claim against the Customer by any other party with

respect to infringement of the rights of others. In no event shall CHT's liability to the Customer for any cause related to this Agreement or the CHT Software exceed the license fee paid by the Customer to CHT pursuant to this Agreement.

**10 Independent Contractor/Personnel**

CHT, in the performance of this Agreement, is acting as an independent contractor and both parties assume full responsibility for their acts and for compliance with any applicable employment, tax laws and with respect to employees. Without limiting the generality of the foregoing, each party is responsible for the supervision, direction, and control of their respective personnel. CHT reserves the right to determine the assignment of its personnel. CHT may subcontract a Service, or any part of it, to subcontractors selected by CHT.

**11 Severability**

In the event any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof and such remaining provisions shall be valid, legal and enforceable.

**12 Entire Agreement**

This Agreement constitutes the entire understanding of the relationship between the parties. No prior or contemporaneous representation or agreement outside of this Agreement shall have any effect whatsoever on the terms hereof.

**13. No Assignment**

This Agreement may not be assigned by the Customer without the prior written consent of CHT.

**14. Notices**

All notices required or permitted under this Agreement will be in writing and sent to the other party at the address specified below or to such other address as either party may substitute from time to time by written notice to the other and shall be deemed to be validly given upon receipt of such notice given by personal or courier delivery or by facsimile to the addresses and facsimile numbers set out on page 1 of this Agreement.

**15. Governing Law**

This Agreement is governed by the laws of the State of Michigan.

**16. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.



**"Exhibit A" Statement of Work for  
Implementation of Courthouse JMS,  
Browser-based Jury Management System  
Site Subscription  
In Otsego County, MI  
June 22, 2015**

Courthouse Technologies will implement Courthouse JMS, Courthouse SummonsDirect, Courthouse IDS, Courthouse SMS, Courthouse IVR, and Courthouse eResponse in Otsego County, MI under the following terms.

**Project Terms**

**CHT will...**

- Provide a subscription to use our system for jury management, Courthouse JMS, Courthouse eResponse, Courthouse IVR, Courthouse IDS, Courthouse SMS, and SummonsDirect; our data cleansing, printing, and mailing service, and 1 CHT Source List Update service/year;
- Provide the software stated above at the stated price, based the following:
  - Berrien County hosts the above products and services on behalf of the County;
  - Engage in the implementation of the above products and services in connection with Berrien County's installation of Courthouse JMS;
- Provide the following CHT Software:
  - Courthouse JMS, Jury Management System;
  - Courthouse eResponse, Interactive Web Response System;
  - Courthouse IVR, Interactive Voice Response System;
  - Courthouse IDS, our Imaging system for Courthouse JMS;
  - Courthouse SMS, text-messaging service;
  - A subscription to Courthouse SummonsDirect, data cleansing and summons production/mailing service.
  - The subscription to SummonsDirect is based on the Customer's estimated annual summons or questionnaire production of 6,000 documents per year, the "Annual Estimate".



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: General 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)

**DESCRIPTION** Contract for automating juror information

**REVENUE**

Account Number	Decrease	Increase
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
101-941-999.010 Contingency	\$	\$ 17,600
101-215-940.000 Contractual Services	\$ 15,600	\$
101-215-930.450 Shipping and Mailing	\$ 2,000	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$ 17,600	\$ 17,600

Rachel Frisch 6/15/15  
Department Head Signature Date

[Signature] 6/15/15  
Administrator's Signature Date

6/23/15  
Board Approval Date (if necessary)

          
Budget Adjustment #

<b>Finance Department</b>	
Entered:	
By:	

          
Posting Number

### Construction Code Inspection and Enforcement Consultant Contract

This Contract is made this June 12, 2015, by and between Otsego County, (hereinafter, "County"); a municipal corporation whose address is 225 W. Main Street; Gaylord, Michigan and Mark Raymond, (hereinafter, "Contractor"); whose address is: PO Box 735 Mancelona, MI 49659 to perform consulting services regarding Electrical Inspections (residential and commercial).

Whereas, the County desires to enter into an independent contract with Mark Raymond to retain his service, 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:

Mark Raymond Contractual Electrical Inspections, State Registration No. \_\_\_\_\_

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 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 Mark Raymond 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 Building Inspections for the County to determine compliance with applicable State and County laws.
2. Mark Raymond 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 Mark Raymond as a Contractual Electrical Inspector shall be governed and controlled by this contract and by the respective construction codes adopted by the County applicable to his particular functions.
4. Mark Raymond shall not be considered an employee of the County and accordingly the County shall have no responsibility for any expenses for Mark Raymond 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, Mark Raymond 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 Mark Raymond, it is understood that the County is interested only in Contractual Building Inspections under the pertinent construction code provisions of the County, and accordingly Mark Raymond shall otherwise be in control of the time and method of such activities, subject to the provisions of paragraphs 6 and 7 hereof.
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. Mark Raymond shall also be responsible for answering code or enhancement related questions and return phone calls.
7. Mark Raymond shall perform his duties and obligations hereunder in a good and workmanlike manner to the satisfaction of the County.
8. Mark Raymond shall maintain proper behavior, proper appearance and attire commensurate with services provided under the contract with Otsego County.
9. Mark Raymond shall maintain the official qualifications and registration with the State of Michigan necessary to perform the obligations hereunder,
10. Mark Raymond 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.
11. 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 complaint 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.
12. The County shall make the foregoing payments to Mark Raymond within 30 days of the receipt of a month's activities invoice report from Mark Raymond 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. Misc. required time (office, court, etc).....\$25.00 an hour
  - C. Hourly fees shall be approved by Building Official prior to performing hourly duties.
13. Mark Raymond 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.
  14. This agreement replaces any agreements made previously between the parties.
  15. 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

  
 Laverne Schaud, Director of Land Use Services

  
 Mark Raymond

Witness \_\_\_\_\_

John Butz, Otsego County Administrator

This Agreement entered into this day of July 14, 2015, between the County of Otsego, a Michigan municipal corporation located at 225. West Main Street, Gaylord, Michigan 49735, hereinafter called the "County" and the Otsego Conservation District, a Michigan municipal corporation at 800 Livingston Blvd, Suite 4-A, Gaylord, Michigan 49735, hereinafter called the "District."

Witnesseth:

1. **Term.** The County agrees to contract with the District for the term beginning March 27 2015 to and including March 26, 2016 to perform efforts on behalf of Otsego County and its Recycling Program.
2. **Performance.** The District agrees to provide and perform all services as outlined in the Description of Services, in a competent and professional manner.
3. **Description of Services.** The District shall provide the following services:
  - a. Preparation and placement of advertising for Otsego County's Recycling Drop-off program as detailed in the budget contained in Attachment A.
  - b. Preparation of recycling educational material as detailed in the budget contained in Attachment A.
  - c. Provide information assistance and education on the Recycling Program.
  - d. Coordination and training of recycling volunteers.
  - e. Monitoring of each recycling drop-off location to check on cleanliness around the recycling bins as well as the status of how much material capacity remains in each bin. Such monitoring to be performed at least twice weekly.
4. **Fee.** The County agrees to pay the District a total fee of \$16,432.62 for its services under this Agreement. A payment of \$5,000 is payable upon commencement of the Agreement, with the remaining payments to be paid as incurred and invoiced.
5. **Termination and Suspension.** If the District defaults or neglects to carry out its duties in accordance with the Agreement and fails within a seven (7) day period after receipt of written notice from the County correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies, correct such deficiencies and/or order the District to stop all work under the Agreement. If the District fails to correct non-compliance, or performs in a manner that is not in accordance with the requirements of the Agreement, the County, by written, notice may order the District to stop all work under this Contract, or any portion thereof, until the cause for such order has been eliminated.

Either party may terminate this Agreement for any or no reason upon sixty (60) day written notice.

In the event of suspension or termination under Section 6, then in such case, as appropriate, the District shall pay to the County any funds not yet expended and any expenses made necessary by such default, neglect, or failure, if such payment, then or thereafter due the District is not

sufficient to cover such amounts, the District shall pay the difference to the County.

7. Amendment. The Agreement may only be amended, modified or supplemented by written instruments signed by both parties.

This Agreement is entered into as of the day and year first written above and is executed to at least two (2) original copies of which one is to be delivered to the District and one to the County.

COUNTY:

\_\_\_\_\_  
John Burt  
Otsego County Administrator

Date: \_\_\_\_\_

DISTRICT:

\_\_\_\_\_  
Jack Middleton, Chairman  
Otsego Conservation District

Date: \_\_\_\_\_

# ATTACHMENT A

March 27-2019 - March 26, 2018

**Fielding Calls**

Site Visits 6 sites twice a week  
Emmet County Updates on line

**Education / Outreach / Presentations \***

**Dayton Herald Times**

Insert  
Wed or Sat 4,700 Copies  
Market Place 12,625 Copies  
Paper 4 Cases @ \$57.00 each

4 Press Releases Herald Times, Weekly Choice, Our Home Town  
Newspaper Ads 3 ads

**Eagle 101.5**

60 Second pre-recorded ads 62 ads - 10 lines each week  
On air live interviews & mentions Throughout the year

Phone guide  
One-page advertisement

Recycling & Hazardous Waste Guide Create copy-ready 40-page guide  
Paper for cover 6000 @ \$0.00 100% post consumer waste (PCW) 80lb \$45.00  
Print cover 600 @ \$0.29 ea \$159.50  
Fold cover 600  
Paper for inside pages 5000 sheets 100% post consumer waste (PCW) 70lb \$120.49  
Copy 8000 front & back  
Folding and correlating 600 guides RSVF Volunteers & Thrifty Print \$50.00  
Stapling 500 @ \$0.10 ea \$50.00  
Trim Booklets 600 \$40.00

Website Facebook  
Updates

**Evaluation of Recycling Program \***

	SUPPLIES	HOURS	MILES	HOURS	MILES
		104			
		450	6216	33	216
		70			
	\$200.00	70	100		
		6	6		
	\$200.00	6			
	\$980.00	12			
	\$231.80				
		8			
	\$335.00	8			
		10	40		
	\$1800.00	70	520		
		2			
		40			
	\$45.00				
	\$159.50	2	12		
		2			
	\$120.49	6			
	\$50.00	4	4		
	\$50.00		4		
	\$40.00				
		28			
Sub-Total	\$3,620.89	935	6904	96	216
		Wage & FICA \$15.00 per hr	\$0.50/mi	Wage & FICA \$15.00 per hr	\$0.50/mi
Total	\$3,620.89	\$9,172.30	\$3,730.60	\$640.00	\$90.72

Supplies \$3,620.89  
Hours \$9,172.35  
Mileage \$3,730.60  
Total Budget \$16,432.62

Total for adding addition site visit to Dayton site \$630.72 not added to budget total.

\* Education/Outreach materials and presentations will include activities such as Farmers Market, County Fair, Oregon County Schools, News Release, Newsletters, Radio and Oregon County Township Ads.



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT:** Capital Projects/Delinquent Tax

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)

**DESCRIPTION** Medical Examiner space in EMS building addition

**REVENUE**

Account Number	Decrease	Increase
499-050-699.030 Transfer In	\$	\$ 30,000
516-050-400.001 Budgeted Use of Fund Balance	\$	\$ 30,000
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
499-901-970.300MEDEXAM Property Improvements	\$ 30,000	\$
516-999-999.00 Transfer Out	\$ 30,000	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total</b>	\$	\$

Rachel Frisch \_\_\_\_\_ 7/13/15 \_\_\_\_\_  
 Department Head Signature Date

<b>Finance Department</b>
Entered:
By:

\_\_\_\_\_  
 Administrator's Signature Date

7/14/15

Board Approval Date (If necessary) Budget Adjustment # Posting Number





*Otsego*  
COUNTY  
N I U I U A N

*Otsego County Bus System*

1254 Bunnery Drive, Gaylord MI 49735

Secretary Phone: 989 731-5865

Manager's Phone: 989 731-1204

9 July 2015

TRANSPORTATION AGREEMENT BETWEEN  
OTSEGO COUNTY BUS SYSTEM  
AND  
OTSEGO COUNTY COMMISSION ON AGING  
(OCCOA)  
"MEALS ON WHEELS" PROGRAM

1. This agreement is made by and between the Otsego County Bus System (OCBS) and Otsego County Commission on Aging (OCCOA) for transportation and delivery of meals to homebound Senior Citizens. This contract is for Fiscal Year 2016, Beginning October 1<sup>st</sup> 2015, through September 30<sup>th</sup> 2016. This Contract may be renewed annually on a fiscal year (October 1- September 30, contract year) basis if both parties can agree to the necessary modifications as provided in the following terms and conditions.
2. **OTSEGO COUNTY BUS SYSTEM AGREES:**
  - To provide drivers and vehicles with current insurance coverage to transport meals to designated delivery points within the Otsego County jurisdiction.
  - To make every effort to comply with reasonable delivery schedules provided by OCCOA.
  - To furnish, if requested a record of services provided for clients serviced through this contract.
  - To provide fiscal information, if requested, relative to this and / or future agreements.
  - To work with the designated liaison of OCCOA regarding schedules & resolution of problems.
  - To furnish a monthly billing for the services provided.
  - OCBS will provide a designated liaison to work with the designated liaison of OCCOA regarding schedules & resolutions of problems.
3. **THE OTSEGO COUNTY COMMISSION ON AGING AGREES:**
  - To assign a liaison to work with OCBS in areas relating to daily operations, faxing of meal delivery sheets to OCBS dispatch office as required and coordination of any delivery date changes due to holidays or other situations that might arise.
  - To provide monthly payments to OCBS, to be paid at beginning of each month for the previous months provided service. Total agreement amount for Fiscal Year 2016 services is: \$33,363.00. Monthly payments for this agreement will be: \$2,780.25

- Cost of service will be reviewed at the beginning of each contract year and may be raised by whatever operating costs (labor, benefits, fuel etc.) increased during the last year serviced.

**4. MUTUAL RESPONSIBILITIES:**

- That no person shall be denied services on the basis of race, color, creed, sex, disability or national origin.
- That there will be no discrimination against any employee/employer or applicant for employment with respect to tenure, conditions or privileges of employment regardless of race, color, creed, sex or national origin.
- That this is an open Public Transportation system and according to State and Federal requirements we are not allowed to provide private charter or contract specific service transportation. If the general public requires transportation and it fits into the routing, they will be allowed to travel on this bus.

**5. REOPENER CLAUSE**

The agreement will automatically be reopened for renegotiations during the contract year under the following conditions:

- Any change in terms or conditions should be with a 90 day notice from either party
- Sources of funding necessary to operate and provide services for OCCOA are reduced to the point the OBBS is required to reduce or cease operations.
- Funding available to the OCCOA for the "Meals on Wheels" program is reduced requiring discontinuation or reduction of the service affecting this agreement.
- Services discontinued or reduced at either program location.
- A 30 day notice of contract cancellation by either party is required in writing.

\_\_\_\_\_  
Otsego County Bus System Manager

DATE: \_\_\_\_\_

\_\_\_\_\_  
Otsego County Commission on Aging  
Representative

DATE: \_\_\_\_\_

Please make check payable to "Otsego County Bus System" and send payment to:  
OCBS  
1254 Energy Drive  
Gaylord, MI 49735



**Otsego**  
**COUNTY**  
MICHIGAN

**Otsego County Bus System**

1254 Energy Drive, Gaylord MI 49735

Secretary Phone: 989 731-5865

Managers Phone: 989 731-1204

9 July 2015

**TRANSPORTATION AGREEMENT BETWEEN**  
**OTSEGO COUNTY BUS SYSTEM**  
**AND**  
**CROSSROADS INDUSTRIES, GAYLORD MICHIGAN**

1. This agreement is made by and between the Otsego County Bus System (OCBS) and Crossroads Industries (CI) for Fiscal Year 2016, Beginning October 1<sup>st</sup> 2015, through September 30<sup>th</sup> 2016. This Transportation agreement may be renewed annually on a fiscal year (October 1 - September 30, contract year) basis if both parties can agree to the necessary modifications as provided in the following terms and conditions.
2. **OTSEGO COUNTY BUS SYSTEM RESPONSIBILITIES:**
  - To provide drivers and vehicles to transport clients to and from designated pick-up points within the Otsego County jurisdiction.
  - To make every effort to comply with reasonable client transport schedules provided by Crossroads Industries.
  - To furnish, if requested a record of services provided for clients serviced through this contract.
  - To provide fiscal information, if requested, relative to this and / or future agreements.
  - To work with the designated liaison of Crossroads Industries, regarding schedules & resolution of problems.
  - To furnish a monthly billing based on an average client transportation taken from OCBS Dispatch and Drivers logs per day and adjusted if a drastic decrease or increase occurs.
  - OCBS will provide a designated liaison to work with the designated liaison of Crossroads Industries regarding schedules & resolutions of problems.
3. **THE CROSSROADS INDUSTRIES RESPONSIBILITIES:**
  - To assign a liaison to work with OCBS in areas relating to daily operations, fixing of client transportation requests and or changes to OCBS dispatch office (732-6213) as required and coordination of any changes due to holidays or other situations that might arise.
  - To provide monthly payments of \$3,812.06 monthly beginning FY16 to OCBS, to be paid at beginning of each month when billed for the previous months provided service. Transportation Agreement total for Fiscal Year 2016 services is: \$45,752.00 Cost of service will be reviewed at the beginning of each contract year and may be raised by whatever operating costs (labor, benefits, fuel etc.) went up during the last year serviced.

**4. MUTUAL RESPONSIBILITIES:**

- That no person shall be denied services on the basis of race, color, creed, sex, disability or national origin.
- That there will be no discrimination against any employee/employer or applicant for employment with respect to tenure, conditions or privileges of employment regardless of race, color, creed, sex or national origin.
- That this is an open system and according to State and Federal requirements we are not allowed to provide a private charter service for transportation. If the general public requires transportation and it fits into the routing, they will be allowed to travel on this bus.

**5. REOPENER CLAUSE:**

The agreement will automatically be reopened for renegotiations during the contract year under the following conditions:

- Any change in terms or conditions should be with a 90 day notice from either party
- Sources of funding necessary to operate and provide services for Crossroads Industries are reduced to the point the OCBS is required to reduce or cease operations.
- Funding available to Crossroads Industries is reduced requiring discontinuation or reduction of the service affecting this agreement.
- Services discontinued or reduced at either program location.
- A 30 day notice of contract cancellation by either party is required in writing.

\_\_\_\_\_  
Otsego County Bus System Manager

DATE: \_\_\_\_\_

\_\_\_\_\_  
Crossroads Industries Representative

DATE: \_\_\_\_\_

Please make check payable to "Otsego County Bus System" and send payment to:  
OCBS  
1254 Energy Drive  
Gaylord, MI 49735



**Otsego County Bus System**

1254 Energy Drive, Gaylord MI 49735

Secretary Phone: 989 731-5865

Managers Phone: 989 731-1204

9 July 2015

**TRANSPORTATION AGREEMENT BETWEEN**  
**OTSEGO COUNTY BUS SYSTEM (OCBS)**  
**AND**  
**CHEBOYGAN OTSEGO PRESQUE ISLE EDUCATIONAL SCHOOL DISTRICT**  
**(C.O.P.E.S.D)**

**1. PARTIES TO CONTRACT**

This agreement is made by and between the Otsego County Bus System (OCBS) & the C.O.P.E.S.D for the regular 2015/2016 operating year.

**2. OTSEGO COUNTY BUS SYSTEM RESPONSIBILITIES:**

- To transport clients to and from designated pick-up points within the COP jurisdiction for transportation to and from the Gaylord Schools.
- To make every effort to comply with reasonable client schedules provided by C.O.P.E.S.D.
- To furnish, if requested, a quarterly record of services provided for clients serviced with this contract.
- To provide fiscal information, if requested, relative to future agreements.
- To work with the C.O.P.E.S.D designated liaison regarding schedules & resolution of problems.
- To furnish by quarters a billing for services provided.
- This contract will follow the school districts state approved operating calendar.

**3. THE C.O.P.E.S.D. SCHOOLS RESPONSIBILITIES:**

- To assign one liaison to work with OCBS in areas relating to daily operations if required.
- That one quarter of the payment to be paid at beginning of the School year and the balance by quarters. Total contract for 2015/2016 school year is: \$98,066.52  
Quarterly payments for contract will be: \$24,516.63
- Cost of transportation will be reviewed at the beginning of each contract year and be raised by whatever operating costs (labor, benefits, fuel etc.) increased during the last year serviced.

**4. MUTUAL RESPONSIBILITIES:**

- That no person shall be denied services on the basis of race, color, creed, sex, disability or national origin.

- That this is an open Public Transportation system and according to State and Federal requirements we are not allowed to provide private charter or contract specific service transportation. If the general public requires transportation and it fits into the routing, they will be allowed to travel on this bus.
- That there will be no discrimination against any employee/employer or applicant for employment with respect to tenure, conditions or privileges of employment regardless of race, color, creed, sex or national origin.

**5. REOPENER CLAUSE:**

The agreement will automatically be opened for renegotiations under the following conditions:

- Other sources of funding necessary to operate OCBS are reduced to the point the OCBS is required to reduce or cease operations.
- Funding available to the C.O.P.E.S.D. Schools is reduced requiring discontinuation or reduction of the service affecting this agreement.
- Services discontinued or reduced at either program location.

\_\_\_\_\_  
Otsego County Bus System Manager

DATE: \_\_\_\_\_

\_\_\_\_\_  
C.O.P.E.S.D. Representative

DATE: \_\_\_\_\_

Please make check payable to "Otsego County Bus System" and send payment to:

OCBS  
1254 Energy Drive  
Gaylord, MI 49735



**Otsego County Bus System**

1254 Energy Drive, Gaylord MI 49735

Secretary Phone: 989 731-5865

Managers Phone: 989 731-1204

0 July 2016

**TRANSPORTATION AGREEMENT:  
OTSEGO COUNTY BUS SYSTEM (OCBS)  
And Cheboygan-Otsego-Presque Isle Educational School Districts (COPESD)  
Gaylord 2016 Summer School program**

**1. PARTIES TO CONTRACT**

This agreement is made by and between the Otsego County Bus System, (hereinafter referred to as OCBS and C.O.P.E.S.D. Schools, hereinafter referred to COP. OCBS agree to provide transportation services to clients.

**2. OTSEGO COUNTY BUS SYSTEM RESPONSIBILITIES:**

- To transport clients to designated pick-up points within the COP jurisdiction for round to and from the Gaylord Schools.
- To make every effort to comply with reasonable client schedules provided by C.O.P.
- To furnish C.O.P with a record of services provided, clients serviced through this contract, if requested.
- To provide fiscal information relative to future agreements.
- To work with the C.O.P designated liaison regarding schedules, problem resolutions.
- To furnish a billing for the services provided.
- This contract will follow the school districts *Summer program* calendar.

**3. THE C.O.P.E.S.D. SCHOOLS RESPONSIBILITIES:**

- To assign one liaison to work with OCBS, in areas relating to daily operations.
- That the total contract for summer 2016, (Summer Program, Gaylord School, w/alde) will be one payment of \$17,694.14
- Cost of transportation will be reviewed at the beginning of each contract year and be raised by whatever cost of labor, benefits, or fuel increased during the last year serviced.

**4. MUTUAL RESPONSIBILITIES:**

- That no person shall be denied services on the basis of race, color, creed, sex or national origin.
- That there will be no discrimination against any employee or applicant for employment and with respect to tenure, conditions, or privileges of employment regardless to race, color, creed, sex, or national origin.
- The agreement will automatically be opened for renegotiations under the following conditions.
- That this is an open Public Transportation system and according to State and Federal requirements we are not allowed to provide private charter service transportation. If the general public requires transportation and it fits into the routing, they will be allowed to travel on this bus.

**5. REOPENER CLAUSE:**

This agreement will automatically be opened for renegotiations under the following Conditions:

- Other sources of funding necessary to operate OCBS, are reduced to the point the OCBS is required to reduce or cease operations.
- Or funding available to the OCBS is reduced requiring discontinuation or reduction of the service affecting this agreement.
- Services discontinued or reduced at either program location.

\_\_\_\_\_  
**OCBS Representative**

\_\_\_\_\_  
**Date:**

\_\_\_\_\_  
**C.O.P.E.S.D. Representative**

\_\_\_\_\_  
**Date:**

Please make check payable to "Otsego County Bus System" and send payment to:

**Otsego County Bus System  
1254 Energy Drive.  
Gaylord, MI 49735**



**OTSEGO COUNTY  
BUDGET AMENDMENT**

**FUND/DEPARTMENT: Tax Foreclosure/Capital Improvements**

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
499-050-899.030 Other Source - Transfers	\$	\$32,000
617-050-400.001 Budget Use of Fund Balance	\$	\$32,000
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

**EXPENDITURE**

Account Number	Increase	Decrease
617-999-999.000 Transfer Out	\$32,000	\$
499-901-970.030 Property Improvements	\$32,000	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
- -	\$	\$
<b>Total</b>	\$	\$

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

Administrator's Signature \_\_\_\_\_ Date \_\_\_\_\_

<b>Finance Department</b>	
Entered:	
By:	

Board Approval Date (if necessary) \_\_\_\_\_ Budget Adjustment # \_\_\_\_\_ Posting Number \_\_\_\_\_