

Please be advised that the Barry County Board of Commissioners has scheduled a Board of Commissioners meeting on April 22, 2025 at 9:00 a.m.
for the purpose of:

AGENDA
for Barry County Board of Commissioners
April 22, 2025; 9:00 a.m.; Commission Chambers
For more information go to: www.barrycounty.org

1. Call To Order at 9:00 a.m.
2. Moment of Silence/Invocation
3. Pledge of Allegiance
4. Roll Call
5. Reports from State and County Officials
6. Limited Public Comment (for items on the agenda, 3 minutes per person)
7. Approval of Written Agenda (including consent items & items for discussion)
8. Various Correspondence
9. Consent Items (voted upon at one time by roll call vote):
 - a. Approval of April 8, 2025 Board of Commissioners meeting minutes.
 - b. Approval to re-appoint John LaForge and Jack Nadwornik to serve on the Barry County Planning Commission for three-year terms that begin on 5/1/25 and expire on 4/30/28.
 - c. Approval to appoint the following licensed surveyors to the Barry County Remonumentation Peer Review Board for 2025: Steven C. Koerber with Arrow Land Surveys, Inc.; Michael P. Pratt with Crane Land Surveying, P.C.; Cameron Reid Lear with Exxel Engineering, Inc.; Randall J. Jonker with Jonker Land Surveys, P.C.; Rodney Lee Bredeweg with Land and Resource Engineering (LRE), and Ryan Miller with RD Miller Land Surveying, and to authorize the Chairperson to sign the attached 2025 Agreements for Peer Review Services on behalf of the County.
 - d. Approval to enter into the attached 2025 Monumentation Surveyor Agreements, and authorize the Chairperson and Grant Administrator to sign the attached agreements on behalf of the County.
 - e. Approval of the 2025 Agreement for Remonumentation County Representative Services with Brian Reynolds, P.S., and to authorize the Chairperson to sign the agreement on behalf of the County.
 - f. Approval of the Memorandum of Understanding (MOU) with Eaton County for 2025 EGLE Scrap Tire Grant, and authorize the Chair to sign.
 - g. Approval to accept the offer from Nate and Jillian Otto of \$60,000 for the purchase of 118 West Main Street in the Village of Middleville from the Land Bank and to authorize the County Attorney and Administrator to complete all necessary agreements for the sale of the property.**(roll call vote)**
10. Presentations: None
11. Public Hearings – None
12. Items for Consideration (roll call vote indicated)
Approval of transfers and disbursements:
 - a. Approval of claims in the amount of \$113,718.33 **(roll call vote)**

- b. Adoption of Resolution #25-15, Resolution Approving Fees for Barry County Register of Deeds' Office, effective June 1, 2025. **(roll call vote)**

13. Unfinished Business:
14. New Business
15. County Administrator's Report
16. Chairperson's Report
17. Vice Chairperson's Report
18. Commissioner Reports (for items not on the Agenda)
19. Limited Public Comment (3 minutes per person)
20. Other Business: I move to go into closed session in accordance with the Open Meetings Act, Public Act 267 of 1976, 15.268, Section 8c, for strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement.
21. Commissioner Comments
22. Adjournment

David Jackson, Chair
Barry County Board of Commissioners

Unless otherwise posted in accordance with the Open Meetings Act, Board of Commissioners meetings are held at the Barry County Courthouse, Commissioners Chambers, 220 W. State St., Hastings, MI 49058. Questions regarding the meeting may be addressed to Eric Zuzga, Barry County Administrator, Barry County Courthouse, 220 W. State St., Hastings, MI 49058; (269) 945-1284.

Meetings of the Barry County Board of Commissioners are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity or disability. Barry County will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities at the meeting/hearing upon four (4) business days notice to the County. Individuals with disabilities requiring auxiliary aids or services should contact the County by writing or calling: Eric Zuzga County Administrator, Barry County, 220 W. State St., Hastings, MI 49058; 269-945-1284.

Only members of the Barry County Board of Commissioners shall be given the floor to speak during any Board meeting, except 1) Anyone who desires to speak under Limited Public Comment; 2) County officials and/or personnel may speak with the consent of the Chairperson; 3) Any person, with the consent of the Chairperson and/or a majority of the Board; 4) Public comment shall be limited to no more than three minutes per individual and at the times designated as stated above, except where extended privileges are granted by the Chairperson.



Barry County Board of Commissioners Meeting Minutes

April 7, 2025
Commission Chambers

Chair David Jackson called the regular session of the Barry County Board of Commissioners meeting to order at 9:00 a.m.

Vice Chair Hatfield led the moment of silence in condolence for Earlene Baum

Those present stood and said the Pledge of Allegiance to the Flag of the United States of America.

Members Present: Marsha Bassett, Catherine Getty, David Hatfield, David Jackson, Jon Smelker and Bob Teunessen. Also present: County Administrator Eric Zuzga, and Deputy Clerk Addison Horrmann.

Absent: Mike Callton and Bruce Campbell

Reports from State and County Officials: None

Public Comment:

Gary White:

Mr. White asked for the withdrawal of item "d" on the Consent Agenda to 'items for consideration'. His concern was for the appointment of the COA Director to the Barry County Community Mental Health Authority board already having a full-time job with the county and the potential cost associated with this.

Mr. White also expressed his interest in being placed on the new Jail committee as a public representative.

Ted DeVries

Gave his thanks to Meshia Rose in the Barry County Equalization department for her part in the equalization report.

Gave his thanks to Rachel Frantz and her efforts with recycling in Barry County.

The written Agenda was approved.

Various Correspondence: None

Consent Items:

- a. Approval of March 25, 2025 Board of Commissioner meeting minutes.
- b. Approval to reappoint Kristen Laubaugh, to serve on the Barry County Community Mental Health Board for a three year term that began on April 1, 2025 and expires on March 31, 2028.
- c. Approval to re-appoint Stacey Graham to serve on the Zoning Board of Appeals for a three (3) year term that began on 4/1/2025 and expires on 3/31/2028.
- d. Approval to appoint Jeffrey Kniaz and Courtney Ziny to serve on the Barry County Community Mental Health Authority Board for a three (3) year term that began on 4/1/2025 and expires on 3/31/2028.

- e. Approval for the Barry County Trial Court to contract with Pine Rest for an on-site therapist to provide services to court involved individuals.
- f. Approval to return the Executive Assistant position in the County Administration office to a full-time position, and to approve the new position title of Administrative Coordinator, the updated job description, and the classification of Grade 8 on the General Fund Department Head Non-Represented employee pay scale, as recommended by the Barry County Classification Committee.
- g. Approval of the proposed Approved Use Plan, and to authorize County Administrator, Eric Zuzga, to sign on behalf of the County.

Moved by Marsha Bassett and supported by David Hatfield for the approval of the Consent Items listed above. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

Presentations: Rachel Frantz, Recycling Coordinator – Annual Report for Recycling and Solid Waste

Public Hearings: None

Items for Consideration:

- a. Approval of prepaid invoices in the amount of \$3,406,120.34

Moved by Catherine Getty and supported by Jon Smelker for approval of prepaid invoices in the amount of \$3,406,120.34. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

- b. Approval of claims in the amount of \$48,752.21

Moved by Catherine Getty and supported by Bob Teunessen for approval of claims in the amount of \$48,752.21.46. Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

- c. Approval of Commissioners reimbursements (mileage) in the amount of \$664.30

Moved by Catherine Getty and supported by David Hatfield for approval of Commissioners reimbursements (mileage) in the amount of \$664.30. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

- d. Adoption of Resolution # 25-12, Resolution Abolishing the Barry County Jury Board

Moved by Catherine Getty and supported by Bob Teunessen for Adoption of Resolution # 25-12, Resolution Abolishing the Barry County Jury Board. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, and Teunessen. Nays: Smelker. Absent: Mike Callton and Bruce Campbell. Motion carried.

- e. Adoption of Resolution # 25-13, Resolution for a Partial Termination of a Farmland Development Rights Agreement, With Pre-Existing Structure, in Section 24 of Assyria Township, PP # 08-01-024-003-00

Moved by Catherine Getty and supported by Jon Smelker for Adoption of Resolution # 25-13, Resolution for a Partial Termination of a Farmland Development Rights Agreement, With Pre-Existing Structure, in Section 24 of Assyria Township, PP # 08-01-024-003-00. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

- f. Adoption of Resolution # 25-14, Resolution to Accept 2025 Barry County Equalization Values and to authorize certification of L-4024

Moved by Catherine Getty and supported by David Hatfield for Adoption of Resolution # 25-14, Resolution to Accept 2025 Barry County Equalization Values and to authorize certification of L-4024. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

- g. Approval of the attached Professional Services Agreement with Fishbeck to provide the Materials Management Planning Committee (MMPC) with a Materials Management Plan (MMP), and to authorize the Chairperson to sign

Moved by Catherine Getty and supported by Jon Smelker for Approval of the attached Professional Services Agreement with Fishbeck to provide the Materials Management Planning Committee (MMPC) with a Materials Management Plan (MMP), and to authorize the Chairperson to sign. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

Unfinished Business: None

New Business: Chairperson Appointment's to Jail Study Committee

- h.) New Motion created to approve the list of stakeholders for the Jail Study Committee.

Moved by David Hatfield and supported by Jon Smelker for the adoption of Commissioner Jackson's proposed list of stakeholders for the Jail Study Committee. Roll call vote: Ayes: Bassett, Getty, Hatfield, Jackson, Smelker and Teunessen. Nays: None. Absent: Mike Callton and Bruce Campbell. Motion carried.

County Administrator's Report:

The new Jail Study Committee is to begin on April 21st or on April 28th.

Chairperson's Report:

Barry Township has an upcoming meeting tomorrow and Rutland Township has an upcoming meeting on Wednesday.

Commissioner Jackson mentioned a potential for a Meijer in Rutland Township to be discussed at the upcoming meeting.

Vice Chairperson's Report: None

Commissioner Reports:

Teunessen: Reported that he will be attending the Hastings Charter Township meeting tomorrow.

Bassett: Discussed her attendance at the meeting in Orangeville last week and her upcoming meeting in Yankee Springs later this week.

Public Comment:

Gary White:

Voiced his concerns over how big the Jail Study Committee was and how there was not enough community representation/Public representation within it.

He also mentioned his concerns over not being heard and that it reflected on the public opinion having little value amongst the meetings he has attended.

Reiterated his concerns both over that he believes the current jail study consultant selection goes against county policy and the appointment of a county employee as a Mental Health Authority Board member who currently has a full time job.

Mr. White continued to express his concerns over rising tax rates and how he believes that there should be efforts to control this.

Ted DeVries

Discussed his attendance at the Michigan Townships Association conference.

At this conference they discussed the 'Access Granted' initiative:

This includes the new ADA requirements for government websites and his concerns over potential legal action for those who do not comply within Barry County currently. This requirement goes into effect on 4/26/27. Mr. DeVries raised his own concerns over the potential of Oath of Office Audits, in which, he would like to make sure that all required members have been sworn in as they are legally required to.

Other Business: None

Commissioner Comments:

Bob Teunessen emphasized his condolences for Earlene Baum and spoke of her impact on the community and his memories of her.

The meeting adjourned at 10:05 a.m.

David Jackson, Chair
Barry County Board of Commissioners

Addison Horrmann, Deputy County Clerk
Approved:

Date & Initials

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: April 22, 2025, Barry County Board of Commissioners

DEPARTMENT: Board of Commissioners

PREPARED BY: Eric Zuzga, County Administrator

SUBJECT: Appointment of member to serve on the Planning Commission

SPECIFIC ACTION(S) REQUESTED: (Following interviews) To recommend to the Board of Commissioners the appointment/reappointment of _____ and _____ to serve on the Barry County Planning Commission for a three (3) year term that begins on 5/1/25 and expires on 4/30/28.

SPECIFIC ACTION(S) RECOMMENDED BY THE PERSONNEL AND HUMAN SERVICES COMMITTEE (Admin. use only):

Approval to re-appoint John LaForge and Jack Nadwornik to serve on the Barry County Planning Commission for three year terms that begin on 5/1/25 and expire on 4/30/28.

DESCRIPTION OF ACTION: In Accordance with the Michigan Planning Enabling Act, Act 33 of 2008, Article I, 125.3815, Section 15, the Board of Commissioners appoints members of the county planning commission (which shall consist of 5, 7, 9, or 11 members) for 3-year terms. In 2010, the county dropped "Zoning" from the name of the Planning Commission (f/k/a Planning & Zoning Commission), so there is no longer a prohibition against a resident of a city or village serving as a member of the planning commission. There are two full terms.

TIME FRAME OF ACTION: New term begins 5/1/25.

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: NA

NEW OR RENEWAL: Renewal

ANY OTHER PERTINENT INFORMATION: Attached is a list of current members of the Planning Commission and the applications of John LaForge (incumbent) and Jack Nadwornik (incumbent).

CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga, County Administrator, 269-945-1284.

PLANNING COMMISSION

(Three Year Terms)

<u>NAME</u>	<u>TERM BEGINS</u>	<u>TERM ENDS</u>
Jack Nadwornik	5-1-22	4-30-25
John LaForge	5-1-22	4-30-25
Lloyd Elliston (appted 3/26/2024)	5-1-23	4-30-26
Juli Sala (appt'd 6/27/23; effective 7/1/23)	5-1-23	4-30-26
William Mattson	5-1-24	4-30-27
Thomas Taylor	5-1-24	4-30-27
David Hatfield	1-1-25	12-31-25

[illegible]

Addresses

Jack Nadwornik	8126 Mullen Rd., Delton, MI 49046	623-6830
John LaForge	7363 Walters Rd, Delton MI 49046	517-881-6175
Lloyd Elliston	6150 S Clark Rd, Nashville MI 49073	517-993-4097
Juli Sala	7313 Crooked Lake Dr, Delton MI 49046	248.434.7572
William Mattson	118 E Grand St, Hastings MI 49058	907.378.2558
Thomas Taylor	9713 Bivens Rd, Nashville MI 49073	269.838.0379
David Hatfield	935 W Walnut, Hastings MI 49058	269.998.8006

Emails:

Jack Nadwornik	jackcin@mei.net
John LaForge	jwlaforge56@gmail.com
Lloyd Elliston	budelliston1943@gmail.com
William Mattson	wmattson@johnsonhouseconsulting.com
Thomas Taylor	taylor2010t@yahoo.com
Juli Sala	jsala1989@gmail.com
David Hatfield	dhatfield@barrycounty.org

Application for Appointment to Board or Commission

Print

Del

Submitted by: JOHN LAFORGE

Submitted On: 2025-02-25 14:13:35

Submission IP: 209.74.125.122 (172.31.70.129)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Luella Dennison

Due Date: Open

Barry County Board of Commissioners

Application for Appointment to:

* Please select the board to which you are applying

Planning Commission

Please select any additional boards to which you are applying

-- Select an Option --

Please select any additional boards to which you are applying

-- Select an Option --

Please select any additional boards to which you are applying

-- Select an Option --

* First Name

JOHN

* Last Name

LAFORGE

* What City/Township do you live in?

Hope

* Address

7363 Walters Rd.

* City/State/Zip

Delton, Michigan 49046

* Daytime Phone Number

517 8816175

Evening Phone Number

5178816175

*** Email Address**

jwlaforge56@gmail.com

. . .

*** Occupation**

Retired

*** Employer**

None

*** Can you attend meetings between 8:00 a.m. - 5:00 p.m.?**

Yes

*** Can you attend evening meetings?**

Yes

*** Please list membership on any other board/committee/authority**

Board of Directors for Great Lakes Energy, Barry County Parks and Recreation

*** Please indicate experience and/or qualifications that would help make you an effective member of each board/committee/authority for which you have applied:**

Currently serving on Planning Commission Board

*** Please list any unique or valuable perspectives and/or resources you could bring to the board/committee/authority:**

Currently serving on Planning Commission Board

*** Have you been convicted of a felony?**

no

If yes, please state when, where, and the nature of the offense:

*** Please list any conflicts of interest you may have if chosen for this position:**

None

Please attach any supporting documentation you wish to have considered

Upload a File

No file chosen

. . .

*** I am aware that this application is a public document**

☒ **Yes**

If you are returning the application by fax or mail please return to:

**Barry County Administration
220 West State Street
Hastings, MI 49058**

Phone (269) 945-1284 Fax: (269) 948-4884

Current members must submit a new application at the end of their term if they wish to reapply. The deadline for applications from the incumbents is the same as the deadline for new applicants. Applications are considered active until published positions are filled.

The applicant acknowledges that he/she serves at the pleasure of the Board of Commissioners and can be removed by the Board without cause unless a particular term is established by federal or state statute.

I specifically authorize the Barry County Sheriff Department or other law enforcement agencies to release any records of prior criminal convictions it may have or may obtain from other sources to the County of Barry. I verify that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

*** Signature (If submitting electronically, please type your name)**

JOHN LAFORGE

*** Date**

02/25/2025

Format: MM/DD/YYYY

Application for Appointment to Board or Commission

Submitted by: Jack Nadwornik

Submitted On: 2025-02-08 17:46:49

Submission IP: (209.74.120.55)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Luella Dennison

Due Date: Open

Barry County Board of Commissioners

Application for Appointment to:

* Please select the board to which you are applying

Planning Commission

Please select any additional boards to which you are applying

-- Select an Option --

Please select any additional boards to which you are applying

-- Select an Option --

Please select any additional boards to which you are applying

-- Select an Option --

* First Name

Jack

* Last Name

Nadwornik

* What City/Township do you live in?

Orangeville

* Address

8126 Mullen Rd

* City/State/Zip

Delton, MI 49046

* Daytime Phone Number

269.330.8012

Evening Phone Number

269.330.8012

*** Email Address**

jackcin@mei.net

. . .

*** Occupation**

Business owner

*** Employer**

Tujax Tavern

*** Can you attend meetings between 8:00 a.m. - 5:00 p.m.?**

Yes

*** Can you attend evening meetings?**

Yes

*** Please list membership on any other board/committee/authority**

Planning Commission

*** Please indicate experience and/or qualifications that would help make you an effective member of each board/committee/authority for which you have applied:**

I have had education in and served as a planning board member for many years

*** Please list any unique or valuable perspectives and/or resources you could bring to the board/committee/authority:**

I am in touch with many in the community on a daily basis

*** Have you been convicted of a felony?**

No

If yes, please state when, where, and the nature of the offense:

*** Please list any conflicts of interest you may have if chosen for this position:**

None

Please attach any supporting documentation you wish to have considered

Upload a File

No file chosen

. . .

*** I am aware that this application is a public document**

☒ **Yes**

If you are returning the application by fax or mail please return to:

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The applicant acknowledges that he/she serves at the pleasure of the Board of Commissioners and can be removed by the Board without cause unless a particular term is established by federal or state statute.

I specifically authorize the Barry County Sheriff Department or other law enforcement agencies to release any records of prior criminal convictions it may have or may obtain from other sources to the County of Barry. I verify that the information provided herein is true and complete. I understand that false or misleading statements may be cause for elimination from consideration.

*** Signature (If submitting electronically, please type your name)**

Jack Nadwornik

*** Date**

02/08/2025

Format: MM/DD/YYYY

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, April 22, 2025

DEPARTMENT: Remonumentation Program

PREPARED BY: Andrew Hartwick, Grant Administrator
Barry County Remonumentation Program

SUBJECT: 2025 Peer Review Contracts

SPECIFIC ACTION(S) REQUESTED:

To Recommend to the Board of Commissioners to appoint the following licensed surveyors to the Barry County Remonumentation Peer Review Board for 2025: Steven C. Koerber with Arrow Land Surveys, Inc.; Michael P. Pratt with Crane Land Surveying, P.C.; Cameron Reid Lear with Exxel Engineering, Inc.; Randall J. Jonker with Jonker Land Surveys, P.C.; Rodney Lee Bredeweg with Land and Resource Engineering (LRE), and Ryan Miller with RD Miller Land Surveying, and to authorize the Chairperson to sign the attached 2025 Agreements for Peer Review Services on behalf of the County.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval to appoint the following licensed surveyors to the Barry County Remonumentation Peer Review Board for 2025: Steven C. Koerber with Arrow Land Surveys, Inc.; Michael P. Pratt with Crane Land Surveying, P.C.; Cameron Reid Lear with Exxel Engineering, Inc.; Randall J. Jonker with Jonker Land Surveys, P.C.; Rodney Lee Bredeweg with Land and Resource Engineering (LRE), and Ryan Miller with RD Miller Land Surveying, and to authorize the Chairperson to sign the attached 2025 Agreements for Peer Review Services on behalf of the County.

DESCRIPTION OF ACTION:

The enabling legislation requires the individual appointment of members to the Peer Review Board by motion or Board resolution. These are annual appointments that require the signature of the Chair.

TIME FRAME OF ACTION: ASAP

FUNDING REQUIRED: YES ☒ X from grant _____ NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) 2025 State Grant
2. IF LOCAL, SPECIFY FUND: N/A
3. AMOUNT REQUESTED: N/A
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) Annual State Grant
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED:

Grant Administrator - funded by state grant. Contracted surveyor/county representative - funded by County (already budgeted for 2025)

NEW OR RENEWAL: New/2025 Contracts

ANY OTHER PERTINENT INFORMATION: Please see attached agreements.

CONTACT PERSON WITH PHONE NUMBER: Andrew Hartwick, (619) 800-3833.

2025

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **STEVEN C. KOERBER P.S. #4001039085** whose business address is **ARROW LAND SURVEYS, INC., 335 Willow Run Drive, Wayland, Michigan 49348** (hereinafter referred to as the "Surveyor").

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2025 calendar year; and

WHEREAS, the County has entered into Monumentation Surveyor Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed Surveyor has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

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

- I. **SCOPE OF SERVICES.** The Surveyor, **STEVEN C. KOERBER, P.S. #4001039085**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR. It is expressly understood and agreed by the Surveyor that the performance of the services required in Section I are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.
- III. COMPENSATION. The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING of the Peer Review Committee which the Surveyor attends and participates.
- IV. LICENSING. Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW. The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- D. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

- VIII. APPOINTED OFFICIAL.** It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

- IX. WAIVERS.** No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- X. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 15th day of January, 2025 and shall continue through the 31st day of December, 2025, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

XVI. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which Surveyor has provided under this Agreement up to the date of termination.

XVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

_____	_____	_____
	Date	Chairperson Barry County Board of Commissioners

_____	_____	_____
	Date	Sarah VanDenburg Barry County Clerk

WITNESSED BY:

**STEVEN C. KOERBER, P.S. #4001039085
ARROW LAND SURVEYS, INC.**

_____	_____	_____
	Date	(Signature)

2025

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **MICHAEL P. PRATT P.S. #4001043067** whose business address is **CRANE LAND SURVEYING, P.C., 14250 Beadle Lake Road, Suite 130, Battle Creek, Michigan 49014** (hereinafter referred to as the "Surveyor").

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2025 calendar year; and

WHEREAS, the County has entered into Monumentation Surveyor Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed Surveyor has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

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

- I. SCOPE OF SERVICES. The Surveyor, **MICHAEL P. PRATT, P.S. #4001043067**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR. It is expressly understood and agreed by the Surveyor that the performance of the services required in Section I are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.
- III. COMPENSATION. The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING of the Peer Review Committee which the Surveyor attends and participates.
- IV. LICENSING. Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW. The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- D. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

- VIII. APPOINTED OFFICIAL.** It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

- IX. WAIVERS.** No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- X. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 15th day of January, 2025 and shall continue through the 31st day of December, 2025, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which Surveyor has provided under this Agreement up to the date of termination.
- XVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY: **BARRY COUNTY BOARD OF COMMISSIONERS FOR : COUNTY OF BARRY**

_____	_____	_____
	Date	Chairperson Barry County Board of Commissioners

_____	_____	_____
	Date	Sarah VanDenburg Barry County Clerk

WITNESSED BY: **MICHAEL P. PRATT, P.S. #4001043067
CRANE LAND SURVEYING, P.C.**

_____	_____	_____
	Date	(Signature)

2025

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **CAMERON REID LEAR P.S. #4001067176** whose business address is **EXXEL ENGINEERING, INC., 5252 Clyde Park Avenue SW, Grand Rapids, Michigan 49509** (hereinafter referred to as the "Surveyor").

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2025 calendar year; and

WHEREAS, the County has entered into Monumentation Surveyor Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed Surveyor has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

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

- I. **SCOPE OF SERVICES.** The Surveyor, **CAMERON REID LEAR, P.S. #4001067176**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR. It is expressly understood and agreed by the Surveyor that the performance of the services required in Section I are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.
- III. COMPENSATION. The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING of the Peer Review Committee which the Surveyor attends and participates.
- IV. LICENSING. Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW. The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- D. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

- VIII. APPOINTED OFFICIAL.** It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

- IX. WAIVERS.** No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 15th day of January, 2025 and shall continue through the 31st day of December, 2025, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

XVI. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which Surveyor has provided under this Agreement up to the date of termination.

XVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

Date

Chairperson

Barry County Board of Commissioners

Date

Sarah VanDenburg

Barry County Clerk

WITNESSED BY:

**CAMERON REID LEAR, P.S. #4001067176
EXXEL ENGINEERING, INC.**

Date

(Signature)

2025

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **RANDALL J. JONKER P.S. #4001049331** whose business address is **JONKER LAND SURVEYS P.C., 8373 Merton Avenue SW, Byron Center, Michigan 49315** (hereinafter referred to as the "Surveyor").

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2025 calendar year; and

WHEREAS, the County has entered into Monumentation Surveyor Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed Surveyor has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

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

- I. **SCOPE OF SERVICES.** The Surveyor, **RANDALL J. JONKER, P.S. #4001049331**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR. It is expressly understood and agreed by the Surveyor that the performance of the services required in Section I are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.
- III. COMPENSATION. The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING of the Peer Review Committee which the Surveyor attends and participates.
- IV. LICENSING. Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW. The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- D. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

- VIII. APPOINTED OFFICIAL.** It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

- IX. WAIVERS.** No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- X. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 15th day of January, 2025 and shall continue through the 31st day of December, 2025, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

- XVI. SEVERABILITY OF INVALID PROVISIONS.** If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which Surveyor has provided under this Agreement up to the date of termination.
- XVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

Date

Chairperson

Barry County Board of Commissioners

Date

Sarah VanDenburg

Barry County Clerk

WITNESSED BY:

**RANDALL J. JONKER, P.S. #4001049331
JONKER LAND SURVEYS P.C.**

Date

(Signature)

2025

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **RODNEY LEE BREDEWEG P.S. #4001060788** whose business address is **LAND AND RESOURCE ENGINEERING (LRE), 2121 3 Mile Road, Walker, Michigan 49544** (hereinafter referred to as the "Surveyor").

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2025 calendar year; and

WHEREAS, the County has entered into Monumentation Surveyor Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed Surveyor has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

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

- I. **SCOPE OF SERVICES.** The Surveyor, **RODNEY LEE BREDEWEG, P.S. #4001060788**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR. It is expressly understood and agreed by the Surveyor that the performance of the services required in Section I are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.
- III. COMPENSATION. The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING of the Peer Review Committee which the Surveyor attends and participates.
- IV. LICENSING. Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW. The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- D. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

- VIII. APPOINTED OFFICIAL.** It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

- IX. WAIVERS.** No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- X. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 15th day of January, 2025 and shall continue through the 31st day of December, 2025, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

XVI. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which Surveyor has provided under this Agreement up to the date of termination.

XVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

Date

Chairperson

Barry County Board of Commissioners

Date

Sarah VanDenburg

Barry County Clerk

WITNESSED BY:

**RODNEY LEE BREDEWEG, P.S. #4001060788
LAND AND RESOURCE ENGINEERING (LRE)**

Date

(Signature)

2025

AGREEMENT FOR PEER REVIEW SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **RYAN MILLER P.S. #4001061890** whose business address is **RD MILLER LAND SURVEYING, PLLC, P.O. Box 309, Olivet, Michigan 49076** (hereinafter referred to as the "Surveyor").

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the Michigan Department of Licensing and Regulatory Affairs for the conduction of surveying, monumentation and remonumentation of property controlling corners in Barry County during the 2025 calendar year; and

WHEREAS, the County has entered into Monumentation Surveyor Agreements with several surveying companies (hereinafter referred to as "Contractors") to perform the surveying, monumentation and remonumentation work required by the Grant Agreement; and

WHEREAS, the Grant Agreement requires the County to have the surveying, monumentation and remonumentation work performed by the Contractors reviewed by a Peer Review Committee made up of other surveyors who did not perform the work produced by the Contractor; and

WHEREAS, the licensed Surveyor has agreed to serve on the County's Surveying, Monumentation and Remonumentation Peer Review Committee (hereinafter referred to as the "Peer Review Committee") subject to the terms and conditions of this Agreement.

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

- I. **SCOPE OF SERVICES.** The Surveyor, **RYAN MILLER, P.S. #4001061890**, shall attend and participate in meetings of the Peer Review Committee for presentation, location and ratification of surveying, monumentation and remonumentation work performed by the Contractors. The dates and times of the Peer Review Committee meetings shall be set by Brian Reynolds, the County Representative for the County's Surveying, Monumentation and Remonumentation Project.

- II. SERVICES NOT EXCLUSIVE TO SURVEYOR. It is expressly understood and agreed by the Surveyor that the performance of the services required in Section I are not exclusive to the Surveyor. The Board shall at all times be free to contract on behalf of the County with other surveyors licensed in the State of Michigan to perform the services described in Section I.
- III. COMPENSATION. The Surveyor shall be compensated for services performed under this Agreement at the rate of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH MEETING of the Peer Review Committee which the Surveyor attends and participates.
- IV. LICENSING. Throughout the term of this Agreement, the Surveyor attending and participating in the Peer Review Committee meetings must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Surveyor is no longer licensed as a surveyor in the State of Michigan.
- V. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- VI. COMPLIANCE WITH THE LAW. The Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road. The Surveyor shall also adhere, at its own expense, to any rules, regulations, policies or guidelines of the Michigan Department of Transportation when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

- VII. NONDISCRIMINATION.** The Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to height, weight, marital status, political affiliation or beliefs or disability which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- D. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- E. Title VI of the Civil Rights Act of 1964.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Surveyor.

- VIII. APPOINTED OFFICIAL.** It is expressly understood and agreed that the Surveyor is an appointed official. The Surveyor shall in no way be deemed to be and shall not hold himself/herself out as employee of the County or the State of Michigan and shall not be entitled to any fringe benefits of the County or the State of Michigan, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Surveyor shall be responsible for paying the wages of its personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Surveyor shall also be responsible for providing its personnel with worker's disability compensation insurance and unemployment compensation coverage, as required by law.

- IX. WAIVERS.** No failure or delay on the part of either the County or the Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

No waiver of any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

- X. MODIFICATION OF AGREEMENT.** Modifications, amendments or waivers of any provisions of the Agreement may be made only by the written mutual consent of the parties hereto.
- XI. ASSIGNMENT OR SUBCONTRACTING.** The Surveyor may not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County Board of Commissioners.
- XII. SECTION TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of the Agreement.
- XIII. COMPLETE AGREEMENT.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XIV. CONSTRUCTION.** When not inconsistent with the context, words used in the singular include plural and words in plural include the singular. Masculine shall include feminine and neuter.
- XV. AGREEMENT PERIOD AND TERMINATION.** The term of this Agreement shall commence on the 15th day of January, 2025 and shall continue through the 31st day of December, 2025, at which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Surveyor for the services rendered by the Surveyor up to the effective date of termination.

XVI. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Surveyor shall be reimbursed for all services which Surveyor has provided under this Agreement up to the date of termination.

XVII. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

WITNESSED BY:

**BARRY COUNTY BOARD OF
COMMISSIONERS FOR :
COUNTY OF BARRY**

Date

Chairperson

Barry County Board of Commissioners

Date

Sarah VanDenburg

Barry County Clerk

WITNESSED BY:

**RYAN MILLER, P.S. #4001061890
RD MILLER LAND SURVEYING, PLLC**

Date

(Signature)

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, April 22, 2025

DEPARTMENT: Remonumentation Program

PREPARED BY: Andrew Hartwick, Grant Administrator
Barry County Remonumentation Program

SUBJECT: 2025 Monumentation Surveyor Agreements

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval to enter into the attached 2025 Monumentation Surveyor Agreements, and authorize the Chairperson and Grant Administrator to sign the attached agreements on behalf of the County.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval to enter into the attached 2025 Monumentation Surveyor Agreements, and authorize the Chairperson and Grant Administrator to sign the attached agreements on behalf of the County.

DESCRIPTION OF ACTION:

The Grant Administrator is seeking the Board of Commissioners' approval to enter into 2025 Monumentation Surveyor Agreements with the following contractors to continue with Remon work in Barry County:

Arrow Land Surveys, Inc., Crane Land Surveying, P.C., Exxel Engineering, Inc., Jonker Land Surveys P.C., Land and Resource Engineering (LRE), RD Miller Land Surveying, and Wightman.

TIME FRAME OF ACTION: ASAP

FUNDING REQUIRED: YES X from grant NO _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) 2025 State Grant
2. IF LOCAL, SPECIFY FUND: N/A
3. AMOUNT REQUESTED: N/A
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) Annual State Grant
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED:

Grant Administrator - funded by state grant; contracted surveyor/county representative - funded by County (already budgeted for 2025)

NEW OR RENEWAL: New/2025 Contracts

ANY OTHER PERTINENT INFORMATION: Please see attached agreements.

CONTACT PERSON WITH PHONE NUMBER: Andrew Hartwick, (619) 800-3833.

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **ARROW LAND SURVEYS, INC.** whose business address is **335 Willow Run Drive, Wayland, Michigan 49348** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of PA 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

- II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Title VI of the Civil Rights Act of 1964.
- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIV. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

- XV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVI. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVII. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVIII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- XIX. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **CRANE LAND SURVEYING, P.C.** whose business address is **14250 Beadle Lake Road, Suite 130, Battle Creek, Michigan 49014** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of PA 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Title VI of the Civil Rights Act of 1964.
- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

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- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

- XV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVI. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVII. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVIII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- XIX. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **EXXEL ENGINEERING, INC.** whose business address is **5252 Clyde Park Avenue SW, Grand Rapids, Michigan 49509** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of PA 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

- II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Title VI of the Civil Rights Act of 1964.
- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIV. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

- XV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVI. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVII. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVIII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- XIX. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **JONKER LAND SURVEYS P.C.** whose business address is **8373 Merton Avenue SW, Byron Center, Michigan 49315** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of PA 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

- II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Title VI of the Civil Rights Act of 1964.
- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

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- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

- XV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVI. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVII. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVIII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- XIX. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **LAND AND RESOURCE ENGINEERING (LRE)** whose business address is **2121 3 Mile Road, Walker, Michigan 49544** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of PA 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

- II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Title VI of the Civil Rights Act of 1964.
- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIV. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

- XV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVI. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVII. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVIII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- XIX. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **RD MILLER LAND SURVEYING** whose business address is **PO Box 309, Olivet, Michigan 49076** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
3. Setting, restoring, and perpetuating physical monumentation for government corners under the requirements of PA 74 of 1970.
4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. Title VI of the Civil Rights Act of 1964.
- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

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- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

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- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

2025

MONUMENTATION SURVEYOR AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the **BARRY COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Board"), acting on behalf of the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **WIGHTMAN** whose business address is **209 North Church Street, Hastings, Michigan 49058** (hereinafter referred to as the "Monumentation Surveyor").

WITNESSETH:

WHEREAS, pursuant to Section 9 of PA 1990, No. 345, known as the "State Survey and Remonumentation Act" (hereinafter referred to as "Public Act 345 of 1990") as amended, the Board is authorized to contract with a licensed surveyor (hereinafter referred to as the "Monumentation Surveyor") for all surveying projects in Barry County as required by the Monumentation and Remonumentation Plan for Barry County; and

WHEREAS, the Grant Administrator has recommended entering into a contract with the Monumentation Surveyor; and

WHEREAS, the Monumentation Surveyor is licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, the services as required under Public Act 345 of 1990, as amended; and

WHEREAS, the Board, upon the recommendation of the Grant Administrator, accepts the Monumentation Surveyor's offer subject to the terms and conditions of this Agreement.

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

- I. Scope of Services. The Monumentation Surveyor shall perform the following services under the guidelines of the County Surveyor and the requirements set forth in Public Act 345 of 1990 defined in the Barry County Monumentation Plan.
 - A. Research of public and private records for information regarding public land corners.

B. Field work including but not limited to:

1. Field traversing for determining mathematical relationships.
2. Excavation for physical evidence of monumentation of government corners.
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4. Establishment of acceptable accessories for all monumented section corners.

C. Preparation of Land Corner Recordation Certificates under the guidelines of PA 74 of 1970 and presentation of all data to Peer Review Committee for approval.

D. Record keeping of all field activities and corner research in accordance with acceptable professional standards.

E. Record keeping of all time and materials expended to accomplish the above listed tasks in accordance with MI Licensing and Regulatory Affairs - Office of Land Survey and Remonumentation (hereinafter referred to as "OLSR") requirements.

- II. Compensation. Monumentation Surveyor shall be compensated for the services performed under this Agreement per prevailing market rates, but the total amount shall not exceed the sum of \$6,350.

The Monumentation Surveyor shall submit partial bills or a lump sum bill for services in accordance with OLSR requirements to the Grant Administrator throughout the contract year, with the final bill being submitted on or before December 1st, 2025. Upon the verification of the accuracy of a bill by the Grant Administrator, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

- III. Hours of Work. The Monumentation Surveyor shall have control over determining the days and hours in which he performs work under this Agreement.

- IV. Monumentation Surveyor's Office, Tools and Equipment. The Monumentation Surveyor shall maintain and utilize his own office while performing services required by this Agreement. The Monumentation Surveyor shall also, at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement. Excavation by backhoe (if done by an outside contractor) and/or jackhammer rental fees shall be pass-through expenses with a submitted invoice.

- V. Licensing. Throughout the term of this Agreement, the Monumentation Surveyor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Monumentation Surveyor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Monumentation Surveyor is no longer licensed as a surveyor in the State of Michigan.
- VI. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Barry County, Michigan.
- VII. Compliance with Law. The Monumentation Surveyor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Monumentation Surveyor shall also adhere, at his own expense, to any rules, regulations, policies or guidelines of the Barry County Road Commission when doing any work on a Barry County road and to the guidelines of MDOT when doing any work on a state highway. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and shall be grounds for its immediate termination by the County.
- VIII. Protection of Persons and Property. The Monumentation Surveyor shall ensure that all precautions are exercised at all times for the protection of persons and property. The safety provisions of all applicable laws and codes shall be observed. The Monumentation Surveyor shall comply with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Monumentation Surveyor shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.
- IX. Non-Discrimination. The Monumentation Surveyor, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

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

- A. Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
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- C. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- D. Section 504 of the Federal Rehabilitation Act of 1973, as amended, and regulations adopted thereunder.
- E. Americans with Disabilities Act of 1990, as amended, and regulations promulgated thereunder.
- F. Barry County Equal Opportunity Employment/Nondiscrimination Policy.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Monumentation Surveyor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Monumentation Surveyor.

- X. The Monumentation Surveyor certifies, to the best of his or her knowledge and belief, that:
 - 1. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Monumentation Surveyor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Monumentation Surveyor shall complete and submit Standard form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- XI. Independent Contractor. It is expressly understood and agreed that the Monumentation Surveyor is an Independent Contractor. The employees, servants and agents of the Monumentation Surveyor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Monumentation Surveyor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Monumentation Surveyor shall also be responsible for providing its personnel with worker's compensation and unemployment compensation coverage, as required by law.

- XII. Indemnification and Hold Harmless. The Monumentation Surveyor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs, and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the Monumentation Surveyor or the Monumentation Surveyor's employees, servants, agents or subcontractors that may arise out of this Agreement.

The Monumentation Surveyor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the Monumentation Surveyor pursuant to the requirement of this Agreement.

- XIII. Liability & Other Insurance.

A. The Monumentation Surveyor shall procure, pay the premium on, keep and maintain during the term of this Agreement insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A.M. Best Company's Insurance Reports rating of A or A-(Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - (A) Contractual Liability
 - (B) Independent Contractor's Coverage
 - (C) Broad Form General Liability Endorsement or Equivalent
3. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
4. Additional Insured – Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

It is expressly understood and agreed that the Monumentation Surveyor's Commercial General Liability coverage required by this subsection shall be primary to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Monumentation Surveyor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured Coverage.

- B. Proof of Insurance - the Monumentation Surveyor shall provide to Barry County certificates of insurance showing the acquisition of the insurance coverage required by this section prior to the commencement date of this Agreement.

Failure to do so shall be grounds for immediate termination of this Agreement by the County.

- C. All certificates of insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."

In the event that the Monumentation Surveyor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Monumentation Surveyor.

- D. The Monumentation Surveyor may maintain such other insurances as he deems appropriate for his own protection.

XIV. Reports Regarding State Retired Employees. The Monumentation Surveyor shall report to the County's Grant Administrator at the end of each month that this Agreement is in effect the name(s), social security number(s), and amount of payment made to any former State of Michigan employee who:

- A. Retired from the State between June 2, 1984 and September 30, 1984 under the provisions of Acts 2 and 3 of the Public Acts of 1984; and
- B. Is less than 62 years of age; and
- C. Performed services under this Agreement during the month.

No report is required for any month during which the Monumentation Surveyor had no employee(s) as described above assigned to work performed under the provisions of this Agreement.

- XV. Waivers. No failure or delay on the part of either the County or the Monumentation Surveyor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XVI. Modification of Agreement. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XVII. Assignment or Subcontracting. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement excepting subcontracting to obtain GPS coordinates.
- XVIII. Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

- XIX. Completeness of the Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- XX. Agreement Period. The Monumentation Surveyor shall commence performance of the services and obligations required of it hereunder on the 15th day of January, 2025.

The Monumentation Surveyor shall present all work to the Peer Review Committee for approval by the last scheduled meeting for the year.

This Agreement shall terminate on the 31st day of December, 2025 or whenever all funding is exhausted, whichever occurs first, time being of the essence.

This contract may, by mutual agreement in writing, be renewed for one-year increments up to the end of 2025.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Monumentation Surveyor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Monumentation Surveyor for the services rendered by the Monumentation Surveyor up to the effective date of termination.

- XXI. Severability of Invalid Provisions. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Monumentation Surveyor shall be reimbursed for all services which the Monumentation Surveyor has provided under this Agreement up to the date of termination.
- XXII. Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

MONUMENTATION SURVEYOR:

Michigan Professional Surveyor

License No. _____

Company

Date

WITNESSED BY:

Signature

Date

COUNTY OF BARRY:

Chairperson
Barry County Board of Commissioners

Date

WITNESSED BY:

Signature

Date

Andrew Hartwick
Grant Administrator

Date

WITNESSED BY:

Signature

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC, April 22, 2025

DEPARTMENT: Remonumentation Program

PREPARED BY: Andrew Hartwick, Grant Administrator
Barry County Remonumentation Program

SUBJECT: 2025 Remonumentation County Representative Contract

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners approval of the 2025 Agreement for Remonumentation County Representative Services with Brian Reynolds, P.S., and to authorize the Chairperson to sign the agreement on behalf of the County.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of the 2025 Agreement for Remonumentation County Representative Services with Brian Reynolds, P.S., and to authorize the Chairperson to sign the agreement on behalf of the County.

DESCRIPTION OF ACTION:

The enabling legislation requires the County to have a Remonumentation County Representative who is a licensed Professional Surveyor. This position was previously held by the elected County Surveyor until the County Board of Commissioners approved a resolution to abolish the office in 2024. The supplied contract shall fill the legislative requirements for a Remonumentation County Representative and allow the County to participate in the 2025 Remonumentation Grant.

TIME FRAME OF ACTION: ASAP

FUNDING REQUIRED: YES ☒ X (already budgeted) NO ☐

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) Local
2. IF LOCAL, SPECIFY FUND: General Fund appropriation to Fund 236 Remonumentation
3. AMOUNT REQUESTED: \$12,000 (Budgeted for 2025)
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) Quarterly
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED:

Grant Administrator - funded by state grant

County Surveyor/Representative - funded by County (Budgeted for 2025)

NEW OR RENEWAL: New/2025 Contract

ANY OTHER PERTINENT INFORMATION: Please see attached agreement.

CONTACT PERSON WITH PHONE NUMBER: Andrew Hartwick, (619) 800-3833.

**AGREEMENT FOR REMONUMENTATION COUNTY
REPRESENTATIVE SERVICES**

THIS AGREEMENT, made and entered into this 10th day of April, 2025, by and between the **COUNTY OF BARRY**, a municipal corporation and political subdivision of the State of Michigan and (hereinafter referred to as the “County”), and Brian Reynolds, P.S. (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, the County desires to appoint the Contractor as the Remonumentation County Representative to oversee and manage annual Remonumentation Grant paperwork, communications with the State Remonumentation Office, and coordinate annual Remonumentation activities in conjunction with the County Remonumentation Grant Administrator; and

WHEREAS, the services contracted for pursuant to this Agreement are a proper concern of the County and are services that the County could otherwise perform pursuant to law.

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

FIRST: **Program to be Administered by Contractor.** Barry County Remonumentation Work program, as defined in the Remonumentation Plan adopted by Barry County and approved by the State of Michigan in 2020.

SECOND: **Duties of Contractor.** The Contractor, in accordance with the requirements of the Remonumentation Plan and the objectives of this Agreement as herein specified, shall serve as Barry County’s Remonumentation County Representative to oversee and manage the County’s annual Remonumentation Work Program and to coordinate the County’s annual Remonumentation Grant Program activities in conjunction with the County Remonumentation Grant Administrator. Specific duties include, but are not limited to the following:

1. As part of the annual grant application process, select the work areas for the grant year and assign specific work areas to specific contractors.
2. Provide contractors with historical documentation for their work areas.
3. Maintain and update an internal database of work areas completed and work areas yet to be completed.
4. In cooperation with the Grant Administrator, develop the annual budget, obtain necessary field materials, and distribute the field materials to the contractors.
5. Communicate with the State Remonumentation Office on progress throughout the grant year, including any requests for mid-year work area adjustments as needed.
6. Select members for the Peer Review panel, arrange for Peer Review meetings, and serve as chairperson of those meetings.

THIRD: Agreement Period and Termination. The Contractor shall commence performance of the services and obligations required of it hereunder on the 1st day of January, 2025 and shall continue said services through the 31st day of December, 2025.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of ten (10) days prior written notice to the Contractor. In the event this Agreement is terminated by the County for reasons other than Contractor's breach of this Agreement, the Contractor shall be entitled to receive or retain a sum equal to one-twelfth (1/12th) of the total sum of the compensation stated in the FOURTH section of this Agreement multiplied (x) by the number of months in which the Contractor performed services under this Agreement prior to the effective date of termination. Any funds received by the Contractor that are in excess of this revised sum shall be returned to the County within thirty (30) days of the effective date of termination. It is expressly understood and agreed that in the event of a breach of this Agreement by the Contractor and its termination by the County, the County, in addition to the Agreement's termination, reserves the right to seek any other remedies available in law or in equity.

FOURTH: Compensation. It is expressly understood and agreed that in no event will the total compensation to be paid by the County to the Contractor under this Agreement exceed the sum of Twelve Thousand Dollars (\$12,000.)

The Contractor shall prepare and submit periodic progress billings to the Barry County Administrator. Payment by the County to the Contractor is subject to the availability of funds as determined by and in the sole discretion of the Barry County Board of Commissioners.

In the event that the funds granted in this Agreement or any portion thereof are found to be unauthorized by either the laws of the State of Michigan, an opinion issued by the Michigan Attorney General, a Michigan Court Decision, or in any future audit of the County, the Contractor shall reimburse the County for all such funds found to be unauthorized.

FIFTH: Fees, Charges or Contributions. Under no circumstances shall fees or charges of any nature be solicited or required by the Contractor for services provided by the Contractor under this Agreement, without the prior written approval of the County.

SIXTH: Title and/or Ownership of Equipment Purchased with Agreement Funds. Any and all equipment purchased solely by funds authorized by this Agreement, the cost of any single item of which exceeds FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), shall be and remain the property of the County. Such property shall be delivered to the County or otherwise used or disposed of within thirty (30) days after the termination of this Agreement.

SEVENTH: Expenditure and Receipt Reports. The Contractor shall prepare and submit expenditure and receipt reports as requested by the County.

EIGHTH: Annual Reporting. The Contractor shall prepare and submit to the County and the State of Michigan any reports that are required to meet the terms and agreement of the State of Michigan Remonumentation Grant Program. If any report is not completed to the satisfaction of the County or State, the County shall return the same to the Contractor, setting forth the additional information desired. The Contractor shall resubmit the report with the appropriate changes no later than two (2) weeks after its return by the County. The Contractor shall submit any other reports to the County when and as requested by the County, provided at least two (2) weeks' prior written notice is given to the Contractor.

NINTH: Report Forms. In the event the County furnishes forms for any of the reports required under this Agreement, such forms shall be used by the Contractor.

TENTH: Access to Books, Documents, Papers and Records. All books, documents, papers and **records pertaining to the performance of this agreement, including**, but not limited to, invoices, vouchers, purchase orders and contracts of the Contractor shall be open to inspection during regular working hours by the County through the Barry County Administrator or his designee. Refusal to allow the County or its representatives access to said records shall constitute a material breach of this Agreement and grounds for termination. In addition, the Barry County Administrator or his designee shall be entitled to prepare quarterly and/or annual audits of all books and records pertaining to the program.

ELEVENTH: Maintenance of Records. The Contractor shall keep and maintain records covering the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said three (3) year period, the Contractor shall notify the County in writing and request such an audit or permission to dispose of the records.

TWELFTH: Nondiscrimination. The Contractor, as required by law and/or the Barry County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.

- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

THIRTEENTH: Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

FOURTEENTH: Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

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

SIXTEENTH: Waivers. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

SEVENTEENTH: Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

EIGHTEENTH: Assignment or Subcontracting. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

NINETEENTH: Power to Diminish or Terminate Compensation for Failure to Comply with Agreement. In the event that the Contractor fails to fulfill any of the terms or conditions of this Agreement in a timely and diligent manner as determined by the County, the County reserves the right to reduce or diminish or terminate the compensation set forth in the **FOURTH** section in a manner which reflects such noncompliance.

TWENTIETH: Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

TWENTY-FIRST: Complete Agreement. This Agreement, Exhibit A, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

TWENTY-SECOND: Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

TWENTY-THIRD: Non-Beneficiary Contract. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.

TWENTY-FOURTH: Iran Linked Business. Consultant, by entry into this agreement, has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of

the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran Linked Business" during the term of this Agreement.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WA MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MOR FULLY SET FORTH IN SECTION 5 OF ACT NO 517, PUBLIC ACTS OF 2012.

TWENTY-FIFTH: Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF BARRY

By: _____ Date _____
David Jackson, Chair
County Board of Commissioners

By: _____ Date _____
Sarah M. VanDenburgh, County Clerk

BRIAN REYNOLDS, PROFESSIONAL SURVEYOR

By: _____ Date _____
Brian Reynolds, P.S.

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: April 22, 2025, Board of Commissioners

DEPARTMENT: Materials Management Planning Committee

PREPARED BY: Rachel Frantz

SUBJECT: 2025 EGLE Scrap Tire Grant Memorandum of Understanding with Eaton County

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners approval of the Memorandum of Understanding (MOU) with Eaton County for 2025 EGLE Scrap Tire Grant, and authorize the Chair to sign.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval of the Memorandum of Understanding (MOU) with Eaton County for 2025 EGLE Scrap Tire Grant, and authorize the Chair to sign.

DESCRIPTION OF ACTION: Approval and signature on MOU with Eaton County Resource Recovery for 2025 EGLE Scrap Tire grant.

TIME FRAME OF ACTION:

FUNDING REQUIRED: YES _____ NO X _____

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: NA

NEW OR RENEWAL: New

ANY OTHER PERTINENT INFORMATION: See attached MOU.

CONTACT PERSON WITH PHONE NUMBER: Rachel Frantz, 269-908-4099

Memorandum of Understanding

Between

Barry County Solid Waste Oversight Committee

and

Eaton County Resource Recovery Department

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Barry County Solid Waste Oversight Committee and Eaton County, through its Resource Recovery Department, to cover certain financial responsibilities.

Background

The Eaton County Resource Recovery Department has applied for a grant from the State of Michigan, Department of Environment, Great Lakes, and Energy to provide for the proper collection and disposal of unwanted tires from the public. The Eaton County Resource Recovery Department has sought partnerships with neighboring jurisdictions including Barry County to provide this service to a wide public in mid-Michigan. Barry County Solid Waste Oversight Committee has agreed to provide this service within Barry County as part of this grant with Eaton County remaining as the primary grantee.

Purpose

This MOU will establish financial responsibility in the event that disposal costs exceed projections. This memorandum applies to that part of the grant used to fund one or more tire collections events held within the boundaries of Barry County. In the event that the disposal company charges more than the permitted cost recovery of the grant for any Barry County collection event, Barry County Solid Waste Oversight Committee will be responsible for disposal costs over the permitted grant amounts. This memorandum does not address costs incurred by events in any other county.

Specificity

This memorandum applies only to the State of Michigan, Department of Environment, Great Lakes, and Energy, Scrap Tire Clean Up Grant program, Fiscal Year 2024-2025 grant.

Funding Liability

Per the fiscal year 2024-2025 Scrap Tire Cleanup Grant Program and Application for Funding, the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will reimburse the actual cost incurred at a rate of \$1,500 per dropped trailer for the first 500 tires. Then, there is a \$3 per passenger tire equivalent (PTE) reimbursement for over 500 tires up to a maximum of \$3,000 per trailer. For cleanups being reimbursed by weight, the reimbursement will be \$266.67 per ton.

Environmental Rubber Recycling, the licensed hauler and processor for scrap tires utilized in Eaton County's application for the Scrap Tire Grant, charges \$3,000.00 per semi-trailer requested per event. Scrap Tire Cleanup Grant funds will be sent directly to the scrap tire hauler and processor, Environmental Rubber Recycling, from the State of Michigan, Department of Environment, Great Lakes, and Energy. Any costs beyond the reimbursed total will be billed to Barry County Solid Waste Oversight Committee.

If at least 600 PTEs or 13,485 pounds of tires are collected per trailer, each trailer should be fully reimbursed under the scrap tire grant, eliminating hauling and processing costs for Barry County Solid Waste Oversight Committee. However, if fewer PTEs are collected, the amount not reimbursed would be the Barry County Solid Waste Oversight Committee's responsibility. A bill would be sent to Barry County Solid Waste Oversight Committee directly from the tire processor, Environmental Rubber Recycling, for any/all non-reimbursable accrued expenses.

Any costs incurred at Barry County Solid Waste Oversight Committee's event not covered by the scrap tire grant are the responsibility of Barry County Solid Waste Oversight Committee.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from both Eaton County Resource Recovery Department and Barry County Solid Waste Oversight Committee. This MOU shall become effective upon signature by the authorized officials from the Eaton County Resource Recovery Department and Barry County Solid Waste Oversight Committee and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from Eaton County Resource Recovery Department and Barry County Solid Waste Oversight Committee, this MOU shall end at the conclusion of the State of Michigan, Department of Environment, Great Lakes, and Energy, Scrap Tire Clean Up Grant program, Fiscal Year 2024-2025 grant.

Contact Information

David W. Jackson
Chairman
Barry County Board of Commissioners

Signature: _____ Date: _____

Partner

Jim Mott
Chairman
Eaton County Board of Commissioners

Signature: _____ Date: _____

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC / 4/22/25

DEPARTMENT: Land Bank

PREPARED BY: Eric Zuzga, County Administrator

SUBJECT: Sale of Design Ware Property

SPECIFIC ACTION(S) REQUESTED:

To recommend to the Board of Commissioners to accept the offer from Nate and Jillian Otto of \$60,000 for the purchase of 118 West Main Street in the Village of Middleville from the Land Bank and to authorize the County Attorney and Administrator to complete all necessary agreements for the sale of the property.

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only):

Approval to accept the offer from Nate and Jillian Otto of \$60,000 for the purchase of 118 West Main Street in the Village of Middleville from the Land Bank and to authorize the County Attorney and Administrator to complete all necessary agreements for the sale of the property.

DESCRIPTION OF ACTION: In 2024, the Land Bank acquired the property at 118 West Main Street due to issues in the demolition of the former Baby Bliss facility. The property was cleared using a blight elimination grant and has been prepared for redevelopment. As the property was ready for redevelopment, the Chamber/EDA advertised the property for sale and received one proposal to purchase the property. The proposal was from Nate and Jillian Otto and was in the amount of \$60,000. At its March 19, 2025 meeting, the Land Bank Board of Directors recommended to the County Board that this proposal be accepted. As there is no other interest in the parcel and no planned use of the parcel, staff recommends that the parcel be sold. Between the sale of the parcel and blight elimination grant, all costs for the acquisition of the parcel and demolition of the former structure are covered.

TIME FRAME OF ACTION: Effective immediately.

FUNDING REQUIRED: YES _____ NO X

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL- _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: N/A

PERSONNEL IF REQUIRED: N/A

NEW OR RENEWAL: New.

ANY OTHER PERTINENT INFORMATION: Land Bank Minutes

CONTACT PERSON WITH PHONE NUMBER: Eric Zuzga, County Administrator 269-945-1414



BARRY COUNTY

CHAMBER & ECONOMIC DEVELOPMENT ALLIANCE

Barry County Land Bank Authority Board Meeting Minutes March 19, 2025 / 10:00 a.m. / Tyden Center

	Kelli Shumway	X	Chelsey Foster	X	Dan King		Dave Jackson
X	Jeff Keesler		Cindy Vujea	X	Doug Powers	X	SME: Casey Smith
X	Jennifer Heinzman	X	Nichole Lyke	X	Emily Quiggle		Guest: Eric Zuzga

1. **Call to Order:** the meeting was called to order at 10:23 am by K. Shumway
2. **Additions to/Approval of agenda:** motion by D. Powers, seconded by D. Jackson, to approve the agenda as presented.
 - a. **Voice vote; all yeas. Motion passes.**
3. **Approval of minutes** dated January 15, 2025: motion by D. King, seconded by D. Powers, to approve the minutes as presented.
 - a. **Voice vote; all yeas. Motion passes.**
4. **New Business**
 - a. **DesignWear sale**
 - i. Window to accept bids closes at 5:00pm on 3/19/25. One bid has been received for \$60,000. Motion by D. King, seconded by D. Powers to recommend approval of the sale of the DesignWear property to the Barry County Board of Commissioners at the April 16, 2025 meeting.
 1. **Voice vote; all yeas. Motion passes.**
5. **Next Meeting:** April 16, 2025 @ 10:00am
 - a. **Adjourn:** Motion by D. King, seconded by D. Jackson to adjourn at 10:50am.
 - i. **Voice vote; all yeas. Motion passes.**

Document Totals by Fund

<u>Fund</u>	<u>Debits</u>	<u>Credits</u>	<u>Net</u>
101 General	63,565.18	56.05	63,509.13
215 Friend of Court	336.60	0.00	336.60
261 Indigent Defense	39,413.64	0.00	39,413.64
264 CPL	10.66	0.00	10.66
269 Law Library	2,823.30	0.00	2,823.30
637 Data Processing	7,625.00	0.00	7,625.00
 Grand Total:	 <u>113,774.38</u>	 <u>56.05</u>	 <u>113,718.33</u>

Account	Vendor	Description	Invoice	Amount	PO Num
101-140	TRIAL COURT CRIMINAL & CIVIL				
727-000	ODP	CRIMINAL/CIVIL/OFFICE SUPPLIES DC	410887144001	7.19	
727-000	ODP	CRIMINAL/CIVIL/SUPPLIES DC	410887144001	10.19	
727-000	ODP	CRIMINAL/CIVIL/OFFICE SUPPLIES	410829388001	179.09	
801-000	DILJAK, EMMALEE	CRIMINAL/CIVIL/TRANSCRIPT/BUMFO	24-033FH	115.15	
807-000	8TH DISTRICT COURT, MADCAPO TREASURE	CRIMINAL/CIVIL/MEMBERSHIPS	5/21/25	75.00	
813-000	SCHIPPER, MICHAEL	CRIMIANL/CIVIL/DRY CLEANING	3/26/25	38.50	
861-000	SCHIPPER, MICHAEL	CRIMINAL/CIVIL/TRAVEL/MEALS	2/27-3/28/25	291.79	
957-000	8TH DISTRICT COURT, MADCAPO TREASURE	CRIMINAL/CIVIL/CONF. DC PO'S	5/21/2025	480.00	
966-000	WELCOMWARE LLC	CRIMIANL/CIVIL/CC KIOSK	2895	1,956.66	
Sub Total 101-140 TRIAL COURT CRIMINAL & CIVIL				3,153.57	
101-148	TRIAL COURT FAMILY DIV.				
727-000	OFFICE DEPOT	FAMILY COURT/OFFICE SUPPLIES	415597343001/	14.57	
727-000	EBCO COMPANY, THE	FAMILY COURT/OFFICE SUPPLIES	INV025050	15.60	
806-000	APPLE STREET LAW OFFICE PLC	FAMILY COURT/LEGAL FEES	20013134	2,484.00	
806-000	BAKER, JACKIE	FAMILY COURT/LEGAL FEES	20013136	999.00	
806-000	BAKER, JACKIE	FAMILY COURT/LEGAL FEES	2007529	864.00	
806-000	BAKER, JACKIE	FAMILY COURT/LEGAL FEES	20013137	126.00	
806-000	BRANDOW ATTY, JESSICA	FAMILY COURT/LEGAL FEES	BAILEY	65.00	
806-000	JONES-DWYER, CAROL	FAMILY COURT/LEGAL FEES	2007530	170.00	
806-000	KINNEY, JAMES M ATTY	FAMILY COURT/LEGAL FEES	2007528	792.00	
806-000	KINNEY, JAMES M ATTY	FAMILY COURT/LEGAL FEES	20013135	1,161.00	
806-000	STORRS, STEVEN G.	FAMILY COURT/LEGAL FEES	20013140	68.00	
806-000	STORRS, STEVEN G.	FAMILY COURT/LEGAL FEES	2007531	17.00	
806-000	POULSON BARRY, POULSON & ASSOC PLLC	FAMILY COURT/LEGAL FEES	20013141	1,143.00	
806-000	POULSON BARRY, POULSON & ASSOC PLLC	FAMILY COURT/LEGAL FEES	2007532	90.00	
816-000	WEST PAYMENT CENTER	FAMILY COURT/SERVICES	851734372/851	247.73	
982-000	WEST PAYMENT CENTER	FAMILY COURT/BOOKS	851734372/851	37.43	
Sub Total 101-148 TRIAL COURT FAMILY DIV.				8,294.33	
101-191	ELECTIONS				
727-000	ELECTION SOURCE	CLERK/MEMORY BAG/APPS TO VOTE	25-1040	78.00	
727-000	QUILL CORPORATION	NOTARY SUPPLIES	43460734	34.99	
727-000	QUILL CORPORATION	CLERK/SUPPLIES	43522517	10.66	
816-000	CAMPAIGN FINANCE US LLC	CLERK/ANNUAL SUBSCRIPTION	174	2,250.00	

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101-191	ELECTIONS	(Continued)			
936-000	ELECTION SOURCE	CLERK/MAY SPECIAL ELECTION PROG	25-1268	5,312.00	
Sub Total 101-191 ELECTIONS				7,685.65	
101-211	LEGAL COUNSEL				
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/FEB/CUTSHAW	380306	220.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/FEB/BEHOVITZ	381037	193.60	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/FEB/BONIFACE	380305	572.00	
806-100	CUMMINGS, MCCLOREY, DAVIS &, ACHO, PLLC	LEGAL COUNSEL/FEB/2025	381032	18.87	
Sub Total 101-211 LEGAL COUNSEL				1,004.47	
101-215	CLERK				
727-000	QUILL CORPORATION	CLERK/OFFICE SUPPLIES	43074105	7.49	
727-000	QUILL CORPORATION	CLERK/NOTARY EMBOSSERS	43460734	34.99	
727-000	QUILL CORPORATION	CLERK/OFFICE SUPPLIES	43522517	156.63	
727-000	SPECTRUM PRINTERS INC.	CLERK/2025 BIRTH RECORD BINDERS	84890	521.39	
Sub Total 101-215 CLERK				720.50	
101-229	PROSECUTOR				
727-000	PROGRESSIVE GRAPHICS	PROSECUTOR/LETTERHEAD/ENVELO	53158	411.00	
727-000	QUILL CORPORATION	PROSECUTOR/OFFICE SUPPLIES	43484963	98.94	
Sub Total 101-229 PROSECUTOR				509.94	
101-236	REGISTER OF DEEDS				
932-000	FIDLAR TECHNOLOGIES INC	REG. OF DEEDS/BASTION-APRIL-JUNE	0961408-IN	3,550.00	
Sub Total 101-236 REGISTER OF DEEDS				3,550.00	
101-265	BUILDING & GROUNDS				
777-000	ONE WAY PRODUCTS	BLDG & GROUNDS/JANITORIAL SUPP	795823	785.13	
931-000	LANSING SANITARY SUPPLY INC	BLDG & GROUNDS/2 FLOOR SCRUBB	1273245	6,009.54	
931-000	GRAINGER	BLDG & GROUNDS/WATER FILTERS	9464980722	158.21	
931-000	HASTINGS ACE HARDWARE	BLDG & GROUNDS	MARCH25	147.40	
Sub Total 101-265 BUILDING & GROUNDS				7,100.28	
101-301	SHERIFF'S DEPARTMENT				

Account	Vendor	Description	Invoice	Amount	PO Num
101-301	SHERIFF'S DEPARTMENT	(Continued)			
727-000	STAPLES	SHERIFF/OFFICE SUPPLIES	7004708962	189.96	
744-000	MICHIGAN SHERIFFS ASSOC	COURT SECURITY/POCKET ID/BADGE	20250414	54.08	
744-010	CMP DISTRIBUTORS INC.	SHERIFF/TARGETS	019918	550.00	
748-000	EVIDENT INC.	SHERIFF/SUPPLIES/BALANCE OF INVO	249678A	220.57	
748-000	EVIDENT INC.	SHERIFF/EVIDENCE SUPPLIES	117449	1,873.90	
813-000	BARRY CLEANERS	SHERIFF/UNIFORM CLEANING	116508	278.00	
933-000	CEREAL CITY GROUP LLC, NAPA AUTO PARTS	SHERIFF/PARTS	192815	184.08	
933-000	KIMBALL MIDWEST	SHERIFF/AUTO WIRE PLIERS	103196900	46.43	
933-000	LEGACY AUTOMOTIVE AND TOWING	SHERIFF/OIL/WASHER PUMP	27738	307.74	
933-000	SCHNEIDER TIRE OUTLET INC.	SHERIFF/12 TIRES	20313260	4,640.40	
933-000	ROWERDINK	SHERIFF/CALIPERS	011Q3861	274.09	
933-000	WILDER TIRE & AUTO LLC	SHERIFF/4 MT/BAL/DISP	023884	88.00	
957-000	DEWOLF & ASSOCIATES LLC	SHERIFF/FTO/BLUNDELL/TRAINING	3550	845.00	
Sub Total 101-301 SHERIFF'S DEPARTMENT				9,552.25	
101-334	COURT SECURITY				
744-000	SIXBERRY, DAVID	COURT SECURITY/BLAZER CLEANING	116424	21.99	
744-000	MICHIGAN SHERIFFS ASSOC	SCREENER ID/BADGES	20250414	168.00	
Sub Total 101-334 COURT SECURITY				189.99	
101-351	JAIL				
727-000	OFFICE DEPOT	JAIL/OFFICE SUPPLIES	416649954001	67.19	
727-000	OFFICE DEPOT	JAIL/OFFICE SUPPLIES	413991666001	528.40	
727-000	OFFICE DEPOT	JAIL/OFFICE SUPPLIES	415040132001	29.21	
727-000	OFFICE DEPOT	JAIL/OFFICE SUPPLIES	415040300001	31.06	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9021195229	3,003.56	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILKS	9071407	186.17	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILKS	9064274	264.83	
742-000	PRAIRIE FARMS DAIRY	JAIL/MILKS	9957443	193.56	
742-000	EDS BREADS	JAIL/BREADS	918936	103.57	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9020937465	2,412.88	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9020937510	225.06	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	76447336	15.98	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9019218057	2,903.35	
742-000	GORDON FOOD SERVICE, INC.	JAIL/FOOD	9020691522	1,851.99	

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101-351	JAIL	(Continued)			
742-000	GORDON FOOD SERVICE, INC.	JAIL/CREDIT	2002237670	-56.05	
747-000	GORDON FOOD SERVICE, INC.	JAIL/SUPPLIES	9020691531	50.07	
747-000	GORDON FOOD SERVICE, INC.	JAIL/SUPPLIES	9020755188	84.63	
747-000	CULLIGAN WATER CONDITIONING	JAIL/WATER	4/1/25	22.25	
777-000	CINTAS	JAIL/SUPPLIES	4225442426	382.00	
777-000	CINTAS	JAIL/SUPPLIES	4226159091	280.97	
777-000	LANSING SANITARY SUPPLY INC	JAIL/SUPPLIES	1276259	905.53	
777-000	LANSING SANITARY SUPPLY INC	JAIL/SUPPLIES	1275782	150.04	
809-000	STERICYCLE, INC.	JAIL/MEDICAL WASTE PICKUP	8010272468	188.54	
809-000	CINTAS	JAIL/SUPPLIES	9314734830	504.00	
835-000	CENTRAL MICHIGAN CORRECTIONAL, HEALTH	JAIL/DR / NURSE SERVICES	310	6,930.86	
931-000	JIMMY MAYER LOCK REPAIR	JAIL/KEYS	89256	61.10	
Sub Total 101-351 JAIL				21,320.75	
101-400	PLANNING				
861-000	KEESLER, JEFF	PLANNING & ZONING/TRAVEL	MARCH25	121.80	
861-000	MENNELL, CHRISTOPHER	PLANNING & ZONING/TRAVEL	MARCH25	273.63	
Sub Total 101-400 PLANNING				395.43	
101-430	ANIMAL SHELTER				
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/SPRAY PAINT	22749/1	7.99	
748-000	HASTINGS ACE HARDWARE	ANIMAL SHELTER/FUNNEL & MEASUR	22724/1	23.98	
Sub Total 101-430 ANIMAL SHELTER				31.97	
Total 101 GENERAL FUND				63,509.13	
215-143	FRIEND OF THE COURT				
816-000	WEST PAYMENT CENTER	FAMILY COURT/FOC/SERVICES	851734372/851	247.74	
861-000	DICKERSON, BRITNEY	FOC/MEALS	3/20-21/25	24.72	
933-000	WILDER TIRE & AUTO LLC	FOC/OIL CHANGE	16781	64.14	
Sub Total 215-143 FRIEND OF THE COURT				336.60	
Total 215 FRIEND OF THE COURT FUND				336.60	
261-150	PUBLIC DEFENDER				

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261-150	PUBLIC DEFENDER	(Continued)			
727-000	KROUSE, ROBERTA	PUBLIC DEFENDER/SUPPLIES/REIMBU	4/10/25	31.89	
816-000	LAIR INVESTIGATIONS LLC	PUBLIC DEFENDER/ATTY MCNEILL	MARCH25	100.00	
816-000	HOEL, KRISTEN E.	PUBLIC DEFENDER/BILLING	MARCH25	3,809.75	
816-000	JONES-DWYER, CAROL	PUBLIC DEFENDER/BILLING	4/10/25	2,192.00	
816-000	KINNEY, JAMES M. ATTY	PUBLIC DEFENDER/BILLING	MARCH25	6,806.50	
816-000	MAGNETIC NORTH CONSULTING INC, GARY M	PUBLIC DEFENDER/ATTY DWYER	10-25INV	1,800.00	
816-000	MCNEILL, GORDON S.	PUBLIC DEFENDER/BILLING	MARCH25	9,887.25	
816-000	APPLE STREET LAW OFFICE PLC	PUBLIC DEFENDER/BILLING	MARCH25KY	2,457.75	
816-000	APPLE STREET LAW OFFICE PLC	PUBLIC DEFENDER/BILLING	MARCH25KM	4,222.00	
816-000	RUSSELL, KATHRYN	PUBLIC DEFENDER/BILLING	MARCH25	5,236.50	
816-000	BLUE ARROW CONSULTANTS LLC	PUBLIC DEFENDER/ATTY MCNEILL	4/1/25	1,875.00	
816-000	BR SERVICES	PUBLIC DEFENDER/SERVICES	INV.4	945.00	
957-000	CRIMINAL DEFENSE ATTYS OF MICH	PUBLIC DEFENDER/ATTY TRAINING	CTE0325	50.00	
Sub Total 261-150 PUBLIC DEFENDER				39,413.64	
Total 261 INDIGENT DEFENSE				39,413.64	
264-000	DEPT				
727-000	QUILL CORPORATION	SUPPLIES	43522517	10.66	
Sub Total 264-000 DEPT				10.66	
Total 264 CONCEALED PISTOL LICENSING				10.66	
269-145	LAW LIBRARY				
982-000	WEST PAYMENT CENTER	CRIMINAL/CIVIL/SOFTWARE	851745910	2,823.30	
Sub Total 269-145 LAW LIBRARY				2,823.30	
Total 269 LAW LIBRARY FUND				2,823.30	
637-258	DATA PROCESSING				
727-000	IDENTISYS INC.	IT/ID PRINTER RIBBON	700552	130.00	
732-000	CDW GOVERNMENT INC	IT/EXCHANGE MIGRATION	GR2503783	1,020.00	
732-020	ICC COMMUNITY DEVELOPMENT, SOLUTIONS	IT/LASERFICH LICENSING	CMS0027099	4,775.00	
732-020	ICC COMMUNITY DEVELOPMENT, SOLUTIONS	IT/LASERFICH SUPPORT	CMS0027100	550.00	
816-040	TRACE3	IT/ADV OPS - MARCH 25	INV1720964	1,150.00	

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Sub Total 637-258 DATA PROCESSING				7,625.00	
Total 637 DATA PROCESSING FUND				7,625.00	
Grand Total				113,718.33	

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247748	4/11/2025	043055 8TH DISTRICT COURT, MADCAPO TREA	5/21/2025 5/21/25		CRIMINAL/CIVIL/CONF. DC PO'S CRIMINAL/CIVIL/MEMBERSHIPS Total :	480.00 75.00 555.00
247749	4/11/2025	022651 APPLE STREET LAW OFFICE PLC	20013134 MARCH25KM MARCH25KY		FAMILY COURT/LEGAL FEES PUBLIC DEFENDER/BILLING PUBLIC DEFENDER/BILLING Total :	2,484.00 4,222.00 2,457.75 9,163.75
247750	4/11/2025	048709 BAKER, JACKIE	20013136 20013137 2007529		FAMILY COURT/LEGAL FEES FAMILY COURT/LEGAL FEES FAMILY COURT/LEGAL FEES Total :	999.00 126.00 864.00 1,989.00
247751	4/11/2025	041733 BARRY CLEANERS	116508		SHERIFF/UNIFORM CLEANING Total :	278.00 278.00
247752	4/11/2025	057071 BLUE ARROW CONSULTANTS LLC	4/1/25		PUBLIC DEFENDER/ATTY MCNEILL Total :	1,875.00 1,875.00
247753	4/11/2025	057571 BR SERVICES	INV.4		PUBLIC DEFENDER/SERVICES Total :	945.00 945.00
247754	4/11/2025	057323 BRANDOW ATTY, JESSICA	BAILEY		FAMILY COURT/LEGAL FEES Total :	65.00 65.00
247755	4/11/2025	046700 CAMPAIGN FINANCE US LLC	174		CLERK/ANNUAL SUBSCRIPTION Total :	2,250.00 2,250.00
247756	4/11/2025	006533 CDW GOVERNMENT INC	GR2503783		IT/EXCHANGE MIGRATION Total :	1,020.00 1,020.00
247757	4/11/2025	056209 CENTRAL MICHIGAN CORRECTIONAL, F 310			JAIL/DR / NURSE SERVICES Total :	6,930.86 6,930.86
247758	4/11/2025	024748 CEREAL CITY GROUP LLC, NAPA AUTO I 192815			SHERIFF/PARTS	184.08

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247758	4/11/2025	024748	024748 CEREAL CITY GROUP LLC, NAPA AL (Continued)		Total :	184.08
247759	4/11/2025	048180 CINTAS	4225442426		JAIL/SUPPLIES	382.00
			4226159091		JAIL/SUPPLIES	280.97
			9314734830		JAIL/SUPPLIES	504.00
					Total :	1,166.97
247760	4/11/2025	039919 CMP DISTRIBUTORS INC.	019918		SHERIFF/TARGETS	550.00
					Total :	550.00
247761	4/11/2025	053675 CRIMINAL DEFENSE ATTYS OF MICH	CTE0325		PUBLIC DEFENDER/ATTY TRAINING	50.00
					Total :	50.00
247762	4/11/2025	009000 CULLIGAN WATER CONDITIONING	4/1/25		JAIL/WATER	22.25
					Total :	22.25
247763	4/11/2025	048017 CUMMINGS, MCCLOREY, DAVIS &, ACH	380305		LEGAL COUNSEL/FEB/BONIFACE	572.00
			380306		LEGAL COUNSEL/FEB/CUTSHAW	220.00
			381032		LEGAL COUNSEL/FEB/2025	18.87
			381037		LEGAL COUNSEL/FEB/BEHOVITZ	193.60
					Total :	1,004.47
247764	4/11/2025	043821 DEWOLF & ASSOCIATES LLC	3550		SHERIFF/FTO/BLUNDELL/TRAINING	845.00
					Total :	845.00
247765	4/11/2025	057568 DICKERSON, BRITNEY	3/20-21/25		FOC/MEALS	24.72
					Total :	24.72
247766	4/11/2025	056534 DILJAK, EMMALEE	24-033FH		CRIMINAL/CIVIL/TRANSCRIPT/BUM	115.15
					Total :	115.15
247767	4/11/2025	046899 EBCO COMPANY, THE	INV025050		FAMILY COURT/OFFICE SUPPLIES	15.60
					Total :	15.60
247768	4/11/2025	050532 EDS BREADS	918936		JAIL/BREADS	103.57
					Total :	103.57
247769	4/11/2025	053981 ELECTION SOURCE	25-1040		CLERK/MEMORY BAG/APPS TO VO	78.00

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247769	4/11/2025	053981 ELECTION SOURCE	(Continued) 25-1268		CLERK/MAY SPECIAL ELECTION PF	5,312.00
					Total :	5,390.00
247770	4/11/2025	050387 EVIDENT INC.	117449 249678A		SHERIFF/EVIDENCE SUPPLIES	1,873.90
					SHERIFF/SUPPLIES/BALANCE OF I	220.57
					Total :	2,094.47
247771	4/11/2025	010442 FIDLAR TECHNOLOGIES INC	0961408-IN		REG. OF DEEDS/BASTION-APRIL-J	3,550.00
					Total :	3,550.00
247772	4/11/2025	014300 GORDON FOOD SERVICE, INC.	2002237670 76447336 9019218057 9020691522 9020691531 9020755188 9020937465 9020937510 9021195229		JAIL/CREDIT JAIL/FOOD JAIL/FOOD JAIL/FOOD JAIL/SUPPLIES JAIL/SUPPLIES JAIL/FOOD JAIL/FOOD JAIL/FOOD	-56.05 15.98 2,903.35 1,851.99 50.07 84.63 2,412.88 225.06 3,003.56
					Total :	10,491.47
247773	4/11/2025	054535 GRAINGER	9464980722		BLDG & GROUNDS/WATER FILTER:	158.21
					Total :	158.21
247774	4/11/2025	034865 HASTINGS ACE HARDWARE	22724/1 22749/1 MARCH25		ANIMAL SHELTER/FUNNEL & MEAS ANIMAL SHELTER/SPRAY PAINT BLDG & GROUNDS	23.98 7.99 147.40
					Total :	179.37
247775	4/11/2025	041730 HOEL, KRISTEN E.	MARCH25		PUBLIC DEFENDER/BILLING	3,809.75
					Total :	3,809.75
247776	4/11/2025	055654 ICC COMMUNITY DEVELOPMENT, SOLU	CMS0027099 CMS0027100		IT/LASERFICH LICENSING IT/LASERFICH SUPPORT	4,775.00 550.00
					Total :	5,325.00
247777	4/11/2025	049772 IDENTISYS INC.	700552		IT/ID PRINTER RIBBON	130.00

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247777	4/11/2025	049772 049772 IDENTISYS INC.	(Continued)		Total :	130.00
247778	4/11/2025	057601 JIMMY MAYER LOCK REPAIR	89256		JAIL/KEYS	61.10
					Total :	61.10
247779	4/11/2025	019364 JONES-DWYER, CAROL	2007530 4/10/25		FAMILY COURT/LEGAL FEES PUBLIC DEFENDER/BILLING	170.00 2,192.00
					Total :	2,362.00
247780	4/11/2025	057563 KEESLER, JEFF	MARCH25		PLANNING & ZONING/TRAVEL	121.80
					Total :	121.80
247781	4/11/2025	051301 KIMBALL MIDWEST	103196900		SHERIFF/AUTO WIRE PLIERS	46.43
					Total :	46.43
247782	4/11/2025	020711 KINNEY, JAMES M ATTY	20013135 2007528 MARCH25		FAMILY COURT/LEGAL FEES FAMILY COURT/LEGAL FEES PUBLIC DEFENDER/BILLING	1,161.00 792.00 6,806.50
					Total :	8,759.50
247783	4/11/2025	053368 KROUSE, ROBERTA	4/10/25		PUBLIC DEFENDER/SUPPLIES/REII	31.89
					Total :	31.89
247784	4/11/2025	053963 LAIR INVESTIGATIONS LLC	MARCH25		PUBLIC DEFENDER/ATTY MCNEILL	100.00
					Total :	100.00
247785	4/11/2025	021007 LANSING SANITARY SUPPLY INC	1273245 1275782 1276259		BLDG & GROUNDS/2 FLOOR SCRU JAIL/SUPPLIES JAIL/SUPPLIES	6,009.54 150.04 905.53
					Total :	7,065.11
247786	4/11/2025	057552 LEGACY AUTOMOTIVE AND TOWING	27738		SHERIFF/OIL/WASHER PUMP	307.74
					Total :	307.74
247787	4/11/2025	053325 MAGNETIC NORTH CONSULTING INC, G 10-25INV			PUBLIC DEFENDER/ATTY DWYER	1,800.00
					Total :	1,800.00
247788	4/11/2025	053248 MCNEILL, GORDON S.	MARCH25		PUBLIC DEFENDER/BILLING	9,887.25

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247788	4/11/2025	053248 053248 MCNEILL, GORDON S.	(Continued)		Total :	9,887.25
247789	4/11/2025	056988 MENNELL, CHRISTOPHER	MARCH25		PLANNING & ZONING/TRAVEL	273.63
					Total :	273.63
247790	4/11/2025	023455 MICHIGAN SHERIFFS ASSOC	20250414		COURT SECURITY/POCKET ID/BAD	222.08
					Total :	222.08
247791	4/11/2025	055875 ODP	410829388001		CRIMINAL/CIVIL/OFFICE SUPPLIES	179.09
			410887144001		CRIMINAL/CIVIL/OFFICE SUPPLIES	17.38
					Total :	196.47
247792	4/11/2025	025967 OFFICE DEPOT	413991666001		JAIL/OFFICE SUPPLIES	528.40
			415040132001		JAIL/OFFICE SUPPLIES	29.21
			415040300001		JAIL/OFFICE SUPPLIES	31.06
			416649954001		JAIL/OFFICE SUPPLIES	67.19
					Total :	655.86
247793	4/11/2025	046606 OFFICE DEPOT	415597343001/8083001		FAMILY COURT/OFFICE SUPPLIES	14.57
					Total :	14.57
247794	4/11/2025	053076 ONE WAY PRODUCTS	795823		BLDG & GROUNDS/JANITORIAL SU	785.13
					Total :	785.13
247795	4/11/2025	055825 POULSON BARRY, POULSON & ASSOC	20013141		FAMILY COURT/LEGAL FEES	1,143.00
			2007532		FAMILY COURT/LEGAL FEES	90.00
					Total :	1,233.00
247796	4/11/2025	029500 PRAIRIE FARMS DAIRY	9064274		JAIL/MILKS	264.83
			9071407		JAIL/MILKS	186.17
			9957443		JAIL/MILKS	193.56
					Total :	644.56
247797	4/11/2025	028100 PROGRESSIVE GRAPHICS	53158		PROSECUTOR/LETTERHEAD/ENVE	411.00
					Total :	411.00
247798	4/11/2025	028400 QUILL CORPORATION	43484963		PROSECUTOR/OFFICE SUPPLIES	98.94

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
247798	4/11/2025	028400 QUILL CORPORATION	(Continued)		Total :	98.94
247799	4/11/2025	045689 QUILL CORPORATION	43074105		CLERK/OFFICE SUPPLIES	7.49
			43460734		CLERK/NOTARY EMBOSSERS	69.98
			43522517		CLERK/OFFICE SUPPLIES	177.95
					Total :	255.42
247800	4/11/2025	055215 ROWERDINK	011Q3861		SHERIFF/CALIPERS	274.09
					Total :	274.09
247801	4/11/2025	030123 RUSSELL, KATHRYN	MARCH25		PUBLIC DEFENDER/BILLING	5,236.50
					Total :	5,236.50
247802	4/11/2025	046522 SCHIPPER, MICHAEL	2/27-3/28/25		CRIMINAL/CIVIL/TRAVEL/MEALS	291.79
			3/26/25		CRIMIANL/CIVIL/DRY CLEANING	38.50
					Total :	330.29
247803	4/11/2025	053710 SCHNEIDER TIRE OUTLET INC.	20313260		SHERIFF/12 TIRES	4,640.40
					Total :	4,640.40
247804	4/11/2025	051290 SIXBERRY, DAVID	116424		COURT SECURITY/BLAZER CLEAN	21.99
					Total :	21.99
247805	4/11/2025	054001 SPECTRUM PRINTERS INC.	84890		CLERK/2025 BIRTH RECORD BINDI	521.39
					Total :	521.39
247806	4/11/2025	053592 STAPLES	7004708962		SHERIFF/OFFICE SUPPLIES	189.96
					Total :	189.96
247807	4/11/2025	045354 STERICYCLE, INC.	8010272468		JAIL/MEDICAL WASTE PICKUP	188.54
					Total :	188.54
247808	4/11/2025	050976 STORRS, STEVEN G.	20013140		FAMILY COURT/LEGAL FEES	68.00
			2007531		FAMILY COURT/LEGAL FEES	17.00
					Total :	85.00
247809	4/11/2025	056826 TRACE3	INV1720964		IT/ADV OPS - MARCH 25	1,150.00

vchlist
04/11/2025 3:58:13PM

Voucher List
BARRY COUNTY

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Bank code : 001

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
247809	4/11/2025	056826 056826 TRACE3	(Continued)		Total :	1,150.00
247810	4/11/2025	057573 WELCOMWARE LLC	2895		CRIMIANL/CIVIL/CC KIOSK	1,956.66
					Total :	1,956.66
247811	4/11/2025	036598 WEST PAYMENT CENTER	851734372/851783175 851745910		FAMILY COURT/SERVICES	532.90
					CRIMINAL/CIVIL/SOFTWARE	2,823.30
					Total :	3,356.20
247812	4/11/2025	040022 WILDER TIRE & AUTO LLC	023884 16781		SHERIFF/4 MT/BAL/DISP	88.00
					FOC/OIL CHANGE	64.14
					Total :	152.14

65 Vouchers for bank code : 001

Bank total : 113,718.33

65 Vouchers in this report

Total vouchers : 113,718.33

AGENDA REQUEST FORM

PROPOSED FOR MEETING OF: BOC 4/22/2025

DEPARTMENT: Register of Deeds

PREPARED BY: Emily Reed, Register of Deeds

SUBJECT: Proposed Fee Schedule for Register of Deeds office

SPECIFIC ACTION(S) REQUESTED: To recommend to the Board of Commissioners adoption of Resolution #25-15, Resolution Approving Fees for Barry County Register of Deeds' Office, effective June 1, 2025

SPECIFIC ACTION(S) RECOMMENDED BY THE COW (Admin. use only): Adoption of Resolution #25-15, Resolution Approving Fees for Barry County Register of Deeds' Office, effective June 1, 2025.

DESCRIPTION OF ACTION: The majority of the Register of Deeds' office fees are set by state legislation, but some must be established by the Board of Commissioners. We want to increase our Notarization fee from \$5.00 to \$10.00, the same as the Clerk's office, and renew our tract search fee at the current rate of \$1.00 per minute (the standard rate in Michigan counties).

We are also seeking to raise our Laredo subscription fees, as we were notified that the portion our vendor (Fidlar Technologies) receives from the fees will be increasing. We have also greatly increased the number of documents available through in-office projects since our prices were originally set, which has raised the value of the subscription. The proposed fees will earn the County \$30.00 per month per subscriber and \$0.20 per minute used over the subscribed monthly total.

TIME FRAME OF ACTION: Effective June 1, 2025

FUNDING REQUIRED: YES _____ NO X

IF YES, ANSWER THE FOLLOWING:

1. FUNDING SOURCE (Federal, State, or Local) _____
2. IF LOCAL, SPECIFY FUND: _____
3. AMOUNT REQUESTED: _____
4. AMOUNT OF ONGOING COST, AND INTERVAL (Monthly, Quarterly, Annual, etc.) _____
5. FINANCIAL IMPACT ON OTHER DEPARTMENTS: _____

PERSONNEL IF REQUIRED: None

NEW OR RENEWAL: Both

ANY OTHER PERTINENT INFORMATION: See the attached resolution and proposed fee schedule.

CONTACT PERSON WITH PHONE NUMBER: Emily Reed, Register of Deeds (269) 945-1289



Resolution

RESOLUTION APPROVING FEES FOR BARRY COUNTY REGISTER OF DEEDS' OFFICE, EFFECTIVE JUNE 1, 2025

WHEREAS, pursuant to Michigan Compiled Laws Section 46.11, 333.2891(18)(a), 35.32, 551.103a, 551.7, and 445.1a, the Barry County Board of Commissioners is authorized to manage the business of the county and establish certain fees;

NOW, THEREFORE, BE IT RESOLVED that the following fees be adopted:

Staff Notarization of Documents

- \$10.00 per notarial act

Tract Search Fee

- \$1.00 per minute

Laredo Online Subscription Fees

- \$80.00 per month for 0-250 minutes; \$0.30 per minute overage
- \$105.00 per month for 251-500 minutes; \$0.28 per minute overage
- \$125.00 per month for 501-1000 minutes; \$0.27 per minute overage
- \$145.00 per month for 1001-2000 minutes; \$0.26 per minute overage

David Jackson, Chairperson
Barry County Board of
Commissioners

Sarah VanDenburg
Barry County Clerk

Adopted 4/22/25

**Barry County Register of Deeds
Proposed Fee Schedule**

Service	Current Fee	Proposed Fee	Authorization
Recording Fee	\$30.00 per document	No Change	MCL 600.2567 (1)(a)
Additional Assignments/Discharges	\$3.00 per document number referenced	No Change	MCL 600.2567 (1)(c)
State Transfer Tax	\$3.75 for each \$500 or fraction thereof	No Change	MCL 207.525
County Transfer Tax	\$.55 for each \$500 or fraction thereof	No Change	MCL 207.504
Copies	\$1.00 per page	No Change	MCL 600.2567 (1)(c)
Certification	\$5.00 per document	No Change	MCL 600.2567 (1)(d)
Grantor/Grantee Search	\$0.50 per year Minimum \$5.00	No Change	MCL 600.2567 (1)(e)
Tract Search	\$1.00 per minute	No Change	MCL 600.2567 (1)(e)*
State Tax Lien Cert	\$3.00 per name	No Change	MCL 211.684 (4)
Federal Tax Lien Cert	\$3.00 per name	No Change	MCL 211.665 (4)
UCC Search	\$1.00 per document examined	No Change	MCL 600.2567 (1)(g)
Staff Notarization of Documents	\$5.00	\$10.00	MCL 55.285 (7)*
Laredo Subscription* Plans	Current Fee (Per Month)	Proposed Fee (Per Month)	Overage
0-250 minutes	\$65.00	\$80.00	\$0.30 per minute
251-500 minutes	\$85.00	\$105.00	\$0.28 per minute
501-1000 minutes	\$105.00	\$125.00	\$0.27 per minute
1001-2000 minutes	\$125.00	\$145.00	\$0.26 per minute

*Needs Resolution