

AGENDA
Monday, March 30, 2020
10:00 a.m.
CLARE COUNTY BOARD OF COMMISSIONERS

MISSION STATEMENT:

The mission of Clare County government is to provide quality services among competing demands for limited resources in the most effective and efficient manner possible to the citizens and patrons of Clare County government.

- 1. Call to Order
Pledge of Allegiance**
- 2. Roll Call**
- 3. Approval of Agenda**
- 4. Approval of February 19, 2020 regular Board of Commissioner minutes and
March 17, 2020 Special Board of Commissioner minutes**
- 5. General Public Comment (Limited to Three Minutes per Speaker)**
- 6. COMMUNITY SERVICES DIRECTOR (Limited to five minutes)**
 - 1. New Clare Senior Center**

Motion to approve Lori Phelps to sign a contract with KLM Architect for the required renderings associated with the new Clare Senior Center.

Motion by	Seconded by	Carried	Failed
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 - 2. Wage Increase**

Motion to approve a \$0.50 per hour wage increase to the Senior Services kitchen staff, home delivered meal drivers, and home health aide staff from March 24, 2020 – April 20, 2020. Funds to be taken from Senior Services and not the General Fund.

Motion by	Seconded by	Carried	Failed
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- 7. Committee Reports/Consent Calendar**
 - A. Physical Resources and Economic Development Committee**
 - 1. Road Commission**

Motion to set the first terms of the new road commission positions at 1 – 2 year term and 1 – 4 year term.

Motion by:	Seconded by:	Carried	Failed
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B. Finance and Administration Committee

1. Statutory Finance Committee

Motion to approve Statutory Finance Committee meeting minutes of February 24, 2020 in the amount of \$40,131.91 and March 9, 2020 in the amount of \$54,473.91.

Motion by: Seconded by: Carried Failed

2. Monthly Expenditures

Motion to approve the expenditures for the month of February 2020 in the amount of \$3,153,374.47 with general fund expenditures totaling \$788,913.57.

Motion by: Seconded by: Carried Failed

3. Budget Adjustments

Motion to approve Budget Adjustment #20-42, 20-43, 20-47, 20-48, 20-46, 20-49, 20-50 and 20-54 in the amount of \$60,350.00, \$2,000.00, \$2,960.00, \$300.00, \$333,986.00, \$179,285.00, \$16,000.00 and \$700.00 to be distributed.

4. Gypsy Moth Suppression Program Service Agreement

Motion to approve the agreement between Clare County and Clare Conservation District for the Gypsy Moth suppression program service.

Motion by Seconded by Carried Failed

8. Public Comment (limited to 3 minutes per speaker)

9. Adjournment

**MINUTES OF THE CLARE COUNTY
BOARD OF COMMISSIONERS**

Harrison, Michigan 48625

Unapproved minutes
February 19, 2020

Meeting was called to order at 9:00 a.m.

Pledge of Allegiance and moment of silence for our active military, veterans and first responders.

COMMISSIONERS PRESENT

District 1 Dale Majewski, District 2 Samantha Pitchford, District 3 Leonard Strouse, District 5 Mark Fitzpatrick, District 6 David Hoefling, and District 7 Jeff Haskell.

COMMISSIONERS ABSENT

District 4 Jack Kleinhardt – Excused

OTHERS PRESENT SIGNING IN

Jess McClaughry Greenwood Township Supervisor and Liz Bouchey

APPROVAL OF AGENDA

It was moved by Commissioner Majewski, seconded by Commissioner Strouse, to approve the agenda with changes. Vice Chairperson Pitchford asked for discussion, hearing none motion carried.

APPROVAL OF MINUTES

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to approve the Board of Commissioners Minutes for January 15, 2020. Vice Chairperson Pitchford asked for discussion, hearing none motion carried.

GENERAL PUBLIC COMMENT

Bill Simpson spoke regarding the possibility of Mid Michigan College exploring the possibility of expanding their geographical base into Isabell and a Gratiot Counties.

Dan Dysinger, spoke regarding the violations of open meetings act by the Little Tobacco Drain Board and cautioned the Board of Commissioners to ask for full accountability before they approve any more funds for the Clare County Drain Commissioner and the Little Tobacco Drain Project. Vice Chairperson Pitchford asked Administrator Byard to contact the Drain Commissioner's office to confirm they are posting the meetings accurately and make sure they notify Dan Dysinger and Commissioner Strouse in the future.

Darrell Schlese re-introduced himself as the part time Court Administrator for Circuit Court and Probate Courts in Clare and Gladwin County's.

COMMUNICATIONS LIST

No discussion

ADMINISTRATOR'S REPORT

Administrator Byard has given two tours of the building in regard to the RFP for cleaning services, has not has a chance to dig into the budget yet, but plans to get with the department heads in the next week.

COMMUNITY SERVICES DIRECTOR

Community Services Director Lori Phelps provided a written report for the Board of Commissioners and is available in the building for questions.

PUBLIC HEARINGS/SPECIAL PRESENTATIONS

1. Selection of Road Commissioners
Administrator Byard passed out paper for the board of commissioners to make their selection of road commissioners. The choices are:

Bill Simpson
Merle Harmon
Rick Fancon
John Marion

Commissioner Majewski tallied the votes and announced out of the 6 voting 1 abstained.

It was moved by Commissioner Majewski, seconded by Commissioner Haskell to appoint for the term to finish out this year as Road Commissioners at the pay grade of what the Road Commissioners make right now Bill Simpson and Merle Harmon. Vice Chairperson Pitchford asked for discussion, hearing none motion carried.

COMMITTEE REPORTS/CONSENT CALENDAR

A. Justice Committee

None

B. Health and Human Services Committee

1. Veterans Services Fund Grant

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to accept the Michigan County Veterans Services Fund grant in the base amount of \$50,000.00 plus per capita of \$14,695.00 for the period of October 1, 2019 through September 30, 2020. Vice Chairperson Pitchford asked for discussion, Vice Chairperson Pitchford asked if this was a matching grant, Administrator Byard confirmed it was not a matching grant, motion carried.

C. Physical Resources and Economic Development Committee

1. Gypsy Moth Contract

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to approve the Gypsy Moth Spraying Contract by Al's Aerial Spraying for \$34.71 per acre of approximately 8,000 to 9,500 acres wooded land in Clare County. Total acres to be determined once mapping has been completed. Vice Chairperson Pitchford asked for discussion, hearing none motion carried.

D. Finance and Administration Committee

1. Statutory Finance Committee

It was moved by Commissioner Haskell, seconded by Commissioner Hoefling to approve Statutory Finance Committee meeting minutes of January 13, 2020 in the amount of \$214,566.10, January 27, 2020 in the amount of \$132,812.66 and February 10, 2020 in the amount of \$90,014.43. Vice Chairperson Pitchford asked for discussion, hearing none motion carried.

COMMITTEE REPORTS/CONSENT CALENDAR - continued

D. Finance and Administration Committee - continued

2. Monthly Expenditures

It was moved by Commissioner Fitzpatrick, seconded by Commissioner Majewski to approve the expenditures for the month of January 2020 in the amount of \$2,347,979.38 with the General Fund expenditures totaling \$1,081,745.31. Vice Chairperson Pitchford asked for discussion, hearing none motion carried.

3. Budget Adjustment

It was moved by Commissioner Hoefling, seconded by Commissioner Fitzpatrick to approve Budget Adjustment #20-28, 20-34, 20-35, 20-36, 20-38 and 20-40 in the amount of \$545,000.00, \$10,000.00, \$17,586.30, \$38,274.60, \$340.00 and \$2,500.00 to be distributed. Vice Chairperson Pitchford asked for discussion, Commissioner Strouse asked for explanation of what the budget adjustments are for from Administrator Byard, Treasurer Beemer-Fritzinger pointed out that the 20-35 for \$17,586.30 budget adjustment is being incorrectly taken from note proceeds, motion carried.

4. Additional Window

It was moved by Commissioner Strouse, seconded by Commissioner Majewski to allow Clerk/ Register Martin to purchase and install an additional window in the 55th Circuit Court/ CPL lobby not to exceed \$5,290.00 to be paid for out of the CPL 263 Fund. Vice Chairperson Pitchford asked for discussion, Commissioner Fitzpatrick made a recommendation from the Building and Grounds Committee to approve, motion carried.

5. Tax Anticipation Note

It was moved by Commissioner Majewski, seconded by Commissioner Hoefling to adopt Resolution #20-05 authorizing the county to Borrow \$2,000,000.00 in anticipation of collection of taxes, "Tax Anticipation Note" and approve all required parties to sign as specified. Vice Chairperson Pitchford asked for discussion, Administrator Byard confirmed that all bids have not come in yet, but the resolution is prepared so the information can be inserted on Resolution,

Roll call vote revealed:

Yeas: (6) being Commissioners Majewski, Hoefling, Haskell, Strouse, Fitzpatrick, and Pitchford

Nays: (0)

Absent: (1) Chairperson Kleinhardt

Motion for Resolution carried

CLERK/REGISTER OF DEEDS REPORT

Clerk/Register of Deeds Lori Martin gave an update on elections, there will not be a May 2020 Clare County Election, the Clerk's office will be running the elections for Redding and Summerfield Townships for the Presidential Primary and will billing each Township for that service, and the Clerk announced that she will be using a portion of her CPL funds to pay for a partial existing employee in her office to help offset the County Budget problems.

TREASURER'S REPORT

Treasurer Jenny Beemer-Fritzinger handed out a monthly fund balance and confirmed that if the Board does not understand it to please let her know and she will explain it, her office just held another rabies/license clinic, her office is getting ready to move into settlement with the townships and cities on March 2, 2020 as well as sending forfeitures over to the Register of Deeds office, and February 20, 2020 is the Judicial

February 19, 2020

TREASURER'S REPORT - continued

Foreclosure hearings. Commissioner Strouse asked if Treasurer Beemer-Fritzinger had the salary, per diem, and mileage for the Drain Commissioner, Treasurer Beemer-Fritzinger deferred to the Administrator. Administrator Byard confirmed the Drain Commissioner's mileage for last year was \$5,000.00 and the salary is \$34,338.00 with no per diem.

CHAIRPERSON'S REPORT

Absent

VICE CHAIRPERSON'S REPORT

Vice Chairperson Samantha Pitchford nothing to report, but glad the Road Commission issue has been resolved and hopes they can work together.

COMMISSIONER'S REPORT

Commissioner Majewski has attended his meetings. There is a lot of talk about upcoming millages.

Commissioner Strouse has attended his meetings. Commissioner Strouse asked Maye Tessner-Rood if things have gotten better economically for her township, Ms. Tessner-Rood did say people will pay for the services that they want and it's hard to have services without revenue sources. Commissioner Strouse then asked if the Road Commissioners salary is the same as the County Commissioners. Commissioner Majewski stated that the issue needs to be addressed prior to the next election.

Commissioner Strouse then outlined his history of serving as County Commissioner and believes this job is for younger people with new thinking, and takes quite a bit of responsibility for where the financial issues in the county are at, and acknowledges he is part of the problem.

Commissioner Haskell has attended most of his meetings, talked about the gypsy moth issue and the health department is tracking the corona virus.

Commissioner Fitzpatrick attended most of his meetings, agrees they have to make some tough decisions and welcomed the new Road Commissioners.

Commissioner Hoefling has attended his meetings and the biggest bone of contention is the county budget followed closely by gypsy moth.

STATE OF THE COUNTY BUDGET

Administrator Byard did not have anything prepared for this meeting for the State of the County Budget and will have it ready for the Budget Workshop.

February 19, 2020

PUBLIC COMMENT

Maye Tessner-Rood commented that the funds brought in from jail rentals should be used to fund the Sheriff's Department instead of support the County's General Fund and asked that the Board of Commissioners start talking with the Department Heads and take their advice, they are some smart individuals.

Bill Simpson thanked the Board of Commissioners for the opportunity to serve as the County Road Commissioner.

Meeting Adjourned at 10:06 a.m.

Lori Martin, Clerk
Clare County Board of Commissioners

Jack Kleinhardt, Chairperson
Clare County Board of Commissioners

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**MINUTES OF THE CLARE COUNTY
SPECIAL BOARD OF COMMISSIONERS**

Harrison, Michigan 48625

Unapproved minutes
March 17, 2020

Meeting was called to order at 11:00 a.m.

Pledge of Allegiance and moment of silence for our active military, veterans and first responders.

COMMISSIONERS PRESENT

District 1 Dale Majewski, District 2 Samantha Pitchford, District 3 Leonard Strouse, District 4 Jack Kleinhardt, District 6 David Hoefling, and District 7 Jeff Haskell.

COMMISSIONERS ABSENT

District 5 Mark Fitzpatrick

OTHERS PRESENT

Michelle Ambrozaitis and Bill Hoefling

APPROVAL OF AGENDA

It was moved by Commissioner Majewski, seconded by Commissioner Haskell, to approve the agenda with amendments. Chairperson Kleinhardt asked for discussion, hearing none motion carried.

Amendment to agenda:

*Deleted: approval of the minutes

GENERAL PUBLIC COMMENT

Michelle Ambrozaitis expressed concerns from the county employees concerns regarding COVID-19. Commissioner Majewski confirmed that the Board of Commissioners gave authority to each department head to keep their department open or to close.

GENERAL BUSINESS

It was moved by Commissioner Majewski, seconded by Commissioner Strouse to cancel the March 18, 2020 Board of Commissioner meeting due to COVID – 19 without re-scheduling at this time. Chairperson Kleinhardt asked for discussion, there was discussion regarding how county business will get completed, motion carried.

PUBLIC COMMENT

Bill Hoefling spoke regarding the Finance Committee and the rules of the committee.

UNFINISHED BUSINESS

None

NEW BUSINESS

None

Meeting Adjourned at 11:50 a.m.

Lori Martin, Clerk
Clare County Board of Commissioners

Jack Kleinhardt, Chairperson
Clare County Board of Commissioners

ACTION ITEM

I would like a motion to sign a contract with KLM Architect for the required renderings associated with the new Clare Senior Center.

Senior Services requested bids for the hiring of an architect for the construction/renovation of the building in Clare. Bids were due March 3rd which received only one and I have attached a copy of the contract for your review. I have sent this contract to our attorney for review and will be going over this with the building committee ~~on Monday the 16th.~~

As always, please call me or come and see me if you have any questions at all.



Respectfully Submitted

Lori Phelps



AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
Clare County Senior Services
225 W. Main St.
Harrison, MI 48625

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)
Kari L. McPhillips, Licensed Architect
1406 E. Pine St
Midland, MI 48640

for the following Project:
(Name, location and detailed description)
Clare Senior Dining Center
210 Wilcox Parkway, Clare, MI 48617

The project description includes the alterations and additions to an existing bi level 7800 square foot building and parking lot.

The main floor is to include a new dining room are with general seating for 72 patrons, a main office and an administrative office, mechanical room, (2) airlock entryways, and restrooms.

The 1800 square foot lower level is to include a new full service commercial kitchen with additions to the building of walk in refrigerators and walk in freezer, including space space for storage and the distribution of meals on wheels.

The 1800 square foot upper level is to be cleaned and painted, a new deck to accomodate the new walk ins off of the kitchen below.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The existing site will accommodate the barrier free parking and egress, therefore we will make only necessary changes to the site required for safety of the patrons.

The owner will submit plans for bids per their governmental requirements.

The Architect will use necessary consultants, including commercial kitchen and structural and mechanical engineers.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability

- .2 Automobile Liability
Broad coverage
\$100,000/person
\$300,000/accident

- .3 Workers' Compensation

- .4 Professional Liability
\$500,000. per claim/ \$500,000. aggregate limits

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the

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Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the

Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

All necessary supplemental services will be provided.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services as needed () visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within 6 (6) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

The termination fee includes the balance owed for Architects work that has been completed.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
Architect	\$90.00
Architect required consultants could include:	\$90.00
3D renderings	
Mechanical, electrical, plumbing engineer	
Structural engineering invoiced at no mark up can vary	\$100-\$150/hr.
If more required will get approval prior to use.	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus _____ percent (_____ %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of

Twenty five hundred dollars and 00/100 - will be credited in the first invoice vs. final invoice

(\$ 2500.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid

(_____) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

% 0

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Note: When working with an existing building there are unknowns. Until we open up walls, etc., we will not fully know the mechanical and utility systems. This can effect the budget and schedule, our goal will always be to work at the highest level of quality and safety, while at the same time respecting the owners budget. As is stated above, any items we run into throughout the process will be discussed with the owner in a timely manner.

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

Kari L. McPhillips, Architect #1301060880

(Printed name, title, and license number, if required)

init.

JAYNIE SMITH HOERAUF, P.C.
ATTORNEY AT LAW

601 Beech Street / P.O. Box 67 / Clare, Michigan 48617
Phone (989) 386-3434 / Fax (989) 386-3636
E-mail / hoerauf@sbcglobal.net

ATTORNEY'S OPINION ON ENGINEERING AGREEMENT

I, JAYNIE SMITH HOERAUF, being the attorney for CLARE COUNTY
COMMUNITY DEVELOPMENT have examined the Agreement for Engineering
Services dated _____ between the CLARE COUNTY COMMUNITY
DEVELOPMENT (owner) and KARI L. MCPHILLIPS (ARCHITECT). In my opinion
this is a valid contract between the above parties to carry out the professional
engineering services as contained in said Agreement.

Dated: 3/11/2020


JAYNIE SMITH HOERAUF, Attorney

STATUTORY FINANCE COMMITTEE

MEETING MINUTES OF

February 24, 2020

COMMISSIONERS PRESENT: Commissioner Haskell and Commissioner Strouse

CALL TO ORDER

Committee member Strouse called the meeting to order at 9:00 a.m.

II. PUBLIC COMMENTS:

III. COMMITTEE ITEMS

A. February 24, 2020 Claims

Per legal counsel opinion, the County Board of Commissioners established separate meetings for review of claims by the Statutory Finance Committee.

It was moved by Commissioner Strouse and seconded by Commissioner Haskell to approve the February 24, 2020 General Fund claims as submitted in the amount of \$ 40,131.91 Motion yes.

B. PRESENTATIONS

IV. UNFINISHED BUSINESS

V. NEXT MEETING DATE: March 9, 2020 at 9:00 A.M.

VI. ADJOURNMENT

The Statutory Finance Committee meeting adjourned at 10:30 a.m.

STATUTORY FINANCE COMMITTEE

MEETING MINUTES OF

March 9, 2020

COMMISSIONERS PRESENT: Commissioner Kleinhardt, Commissioner Haskell and Commissioner Strouse

CALL TO ORDER

Committee member Strouse called the meeting to order at 9:00 a.m.

II. PUBLIC COMMENTS:

III. COMMITTEE ITEMS

A. March 9, 2020 Claims

Per legal counsel opinion, the County Board of Commissioners established separate meetings for review of claims by the Statutory Finance Committee.

It was moved by Commissioner Strouse and seconded by Commissioner Kleinhardt to approve the March 9, 2020 General Fund claims as submitted in the amount of \$ 54,473.91 Motion carried.

B. PRESENTATIONS

IV. UNFINISHED BUSINESS

V. NEXT MEETING DATE: March 23, 2020 at 9:00 A.M.

VI. ADJOURNMENT

The Statutory Finance Committee meeting adjourned at 10:00 a.m.

DZ

MONTHLY EXPENDITURES				
Feb-20				
GENERAL FUND 101	PARKS & RECREATION 208	FRIEND OF COURT 215	GYPSY MOTH 239	PUBLIC BLDG IMPROVEMENT 245
\$ 788,913.57	\$ -	\$ 26,412.08	\$ -	\$ 815,325.65
BLDG/ELECT DEPT 249	AUTOMATION FUND 256	INDIGENT DEFENSE FUND 260	911 SERVICE 261	LOCAL CORR CPL LICENSING 263
\$ 24,601.32	\$ 521.40	\$ 46,012.56	\$ 71,072.59	\$ -
LOCAL CORR OFFICERS TRAJN FUND 264	DRUG LAW INF FUND 265	OWI FORFEITURE FUND 267	CLARE/GLADWIN RECOVERY CRT 268	LAW LIBRARY 269
\$ 115.00	\$ -	\$ 701.28	\$ 11,010.89	\$ 455.39
HOUSING 274	COMM DEV ESCROW 275	COUNCIL ON AGING 288	SOCIAL SERVICES 290	CHILD CARE PROBATE 291
\$ 518.10	\$ -	\$ 113,528.03	\$ -	\$ 12,958.55
CHILD CARE SOCIAL SERV 292	SOLDIERS/ SAILORS RELIEF 293	VETERANS TRUST 294	AIRPORT 295	VETERANS SPECIAL PROJECTS 296
\$ -	\$ 2,386.05	\$ -	\$ 2,299.22	\$ 142.51
CRTHOUSE RENOV DEBT 366	BLDG AUTH DEBT 370	BROWNFIELD DEBT FUND 380	ANIMAL SHELTER 413	CO CONST LOAN 466
\$ -	\$ -	\$ -	\$ -	\$ -
BROWNSFIELD AUTH-REV LOAN 480	BROWNSFIELD E P A 486	LAND BANK AUTHORITY 515	TAX REVOLVING 518	TAX FORECLOSURE FUND 518
\$ -	\$ -	\$ -	\$ -	\$ 4,608.71
TRANSIT 588	JAIL COMMISS FUND 595	TECHNOLOGY 644	HEALTH INSURANCE 677	T & A 701
\$ -	\$ 6,941.90	\$ -	\$ -	\$ 1,702,011.24
LIBRARY 721	CLEARING FUND 777	DRAIN 801	LAKE LEVEL 841	LAKE IMPROVEMENT 845
\$ -	\$ 274,704.94	\$ 3,103.78	\$ 295.36	\$ -
GRAND TOTAL	\$ 3,153,374.47			
		101 GENERAL FUND	\$ (788,913.57)	\$ 3,153,374.47
		ALL OTHER FUNDS	\$ 2,364,460.90	

LINE ITEM TRANSFER/BUDGET ADJUSTMENT # 20-43

REQUESTING DEPARTMENT:

DATE: 2-14-20

Recovery Court
 EXPLANATION OF REQUEST (explain fully)

Manager Salary for operating expenses. Re-adjusting Health Ins. and Health Act Reimbursement. Thank you!

FROM	
Acct.#	268-000-705.001 1,000.00
Acct.#	268-000-716.007 1,000.00
Acct.#	
TOTAL	
	\$0.00

2,000.00

TO	
Acct.#	268-000-730.001 1,000.00
Acct.#	268-000-715.000 1,000.00
Acct.#	
TOTAL	
	\$0.00

2,000.00

Don G. Colley
 Department Head/Authorized Signature

DO NOT WRITE BELOW THIS LINE

Verification:

- | | | |
|-----------------------------------|------------|--|
| | Action | |
| 1. Finance/Budget Committee _____ | Req: _____ | |
| 1. Finance Chair _____ | / / | |
| 2. Board Chair _____ | / / | |
| 3. Administrator _____ | / / | |

LINE ITEM TRANSFER/BUDGET ADJUSTMENT #20- 48

Requesting Department Sheriff Department

Date 03/06/20

Explanation of Request (explain fully) To transfer money from Line item#261-000-706.002
Surcharge PT Overtime to Line Item#261-000-706.001 Surcharge FT Overtime due to budget
shortfall

FROM		Amount
Acct. #	261-000-706.002	\$ 300.00
Acct. #		
TOTAL		\$ 300.00

TO		Amount
Acct. #	261-000-706.001	\$ 300.00
Acct. #		
TOTAL		\$ 300.00

[Handwritten Signature]

DO NOT WRITE BELOW THIS LINE

Verification:
 Finance/Budget Committee
 1. Finance Chair _____
 2. Board Chair _____
 3. Administrator _____

Action
 Req: _____
 Date _____
 Date _____
 Date _____
 Date _____

Tracy Byard

From: Nicholas, Roxanne (Treasury) <NicholasR2@michigan.gov>
Sent: Tuesday, March 3, 2020 7:41 AM
To: Tracy Byard
Subject: RE: SRA 1899

*part of
20-46*

Hi Tracy,

The only expenses that can be charged to the Soldiers and Sailor's Relief Fund are those explicitly defined in Act 214 of 1899 which is, "for the relief of honorably discharged indigent members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and women's auxiliaries and the indigent spouses, minor children, and parents of each indigent or deceased member who served during a period of war as described in 38 CFR 3.2." Administrative costs are not specifically listed. However, I can understand an argument about there being some administrative overhead. The County could use the indirect cost amount determined from the indirect cost allocation plan and charge the fund that amount because it could not be argued with the reasonableness of the amount.

The statute for the Soldiers and Sailors Relief fund is based on a .1 tax levy as the revenue. For Clare County, the revenue is from a General Fund appropriation. Per our policy, once funds are transferred they are meant to take on the restriction of the funds that they are appropriated to. However, they can be transferred back in the same fiscal year if the County wants. If the County is funding the operations through appropriations, then why doesn't the County just stop making the appropriation until the fund balance is depleted? Then just transfer as needed.

I hope this helps,

Roxanne Nicholas, Senior Auditor
Community Engagement and Finance Division
Bureau of Local Government and School Services
Michigan Department of Treasury
701 South Elmwood Avenue, Suite 425
Traverse City, Michigan 49684
231.492.4225
Nicholasr2@michigan.gov

*During the budget process
the board approved the
\$10,000 appropriation for
the Soldiers + Sailors fund.
Would the board consider
pulling that back for the
year as the fund doesn't
need those funds - per Ken!*

From: Tracy Byard <byardt@clareco.net>
Sent: Monday, March 2, 2020 3:22 PM
To: Nicholas, Roxanne (Treasury) <NicholasR2@michigan.gov>
Subject: FW: SRA 1899

Not sure if this is the answer but does this relate to the question I asked you earlier?

Tracy L. Byard, ICMA-CM
County Administrator
225 W. Main Street
Harrison, MI 48625
(989) 539-2510



Part of
20-46

From: Karl Hauser
Sent: Monday, March 2, 2020 3:20 PM
To: Tracy Byard
Subject: SRA 1899

I think I may have the answer.

**VETERANS' RELIEF FUND (EXCERPT)
Act 214 of 1899**

35.26 Unexpended funds; transfer to general fund.

Sec. 6.

In cases where moneys have heretofore been raised by any city or township under the provisions of the acts hereinafter repealed, the balance of such moneys unexpended on the first day of April, 1900, may, by vote of the common council or township board, be transmitted to, and made a part of the general fund of such city or township, as the case may be.

History: 1899, Act 214, Eff. Sept. 23, 1899 ;-- CL 1915, 1697 ;-- CL 1929, 859 ;-- CL 1948, 35.26

Karl V. Hauser

MSgt, USAF (Ret.)
Director, Clare County Veterans Services
225 W Main St
Harrison MI 48625
989-539-3273 – phone
989-539-4925 – fax
hauserk@clareco.net



LINE ITEM TRANSFER/BUDGET ADJUSTMENT # 20-46

REQUESTING DEPARTMENT: Administrator DATE: 3/3/2020

Transfer within the expenditures to correct line items

FROM		TO	
Acct.#	101-101-864.000	BOC Travel	\$4,852.76
Acct.#	101-172-704.000	Admin Full Time Wages	\$8,847.44
Acct.#	101-172-710.000	Admin FICA	\$338.49
Acct.#	101-172-711.000	Admin Medicare	\$79.41
Acct.#	101-172-815.000	Admin Service and Sup	\$353.33
Acct.#	101-172-864.000	Admin Travel	\$4,921.76
Acct.#	101-202-864.000	Acct Pay Travel	\$200.00
Acct.#	101-229-864.000	Pros Travel	\$411.77
Acct.#	101-301-864.000	Sheriff Travel	\$289.68
Acct.#	101-242-705.000	Surveyor wages	\$3,500.00
Acct.#	101-242-710.000	Surveyor FICA	\$217.00
Acct.#	101-242-711.000	Surveyor Medicare	\$57.00
Acct.#	101-242-727.000	Surveyor Supplies	\$40.00
Acct.#	101-242-815.000	Surveyor Service	\$35.00
Acct.#	101-990-998.293	Approp Sold & Sailors	\$10,000.00
Acct.#	101-890-956.299	Contingency	\$60,000.00
Acct.#	101-997-998.900	Ending Fund Balance	\$239,842.36
TOTAL			\$333,986.00
		TOTAL	\$333,986.00

Department Head/Authorized Signature

..... DO NOT WRITE BELOW THIS LINE

Action
Req: _____

Verification:

- Finance/Budget Committee _____ / /
- 1. Finance Chair _____ / /
- 2. Board Chair _____ / /
- 3. Administrator _____ / /

LINE ITEM TRANSFER/BUDGET ADJUSTMENT 20-50

REQUESTING DEPARTMENT: Drain Office
 EXPLANATION OF REQUEST (explain fully)

DATE: 03/11/2020

ADJUST FOR 2019 LAKE LEVEL ASSESSMENTS

INCREASE		FROM	
Accl.#	841-000-672.000	SPECIAL ASSESSMENTS	\$11,000.00
Accl.#			
TOTAL		\$16,000.00	

INCREASE		TO	
Accl.#	841-000-967.000	REPAIRS & MAINT	\$5,000.00
Accl.#			
TOTAL		\$16,000.00	

Carey Parker

Department Head/Authorized Signature

DO NOT WRITE BELOW THIS LINE

Action Req: _____

- Verification:
- 1. Finance/Budget Committee _____
 - 2. Finance Chair _____
 - 3. Board Chair _____
 - 4. Administrator _____

GYPSY MOTH SUPPRESSION PROGRAM SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of March, 2020, by and between the **COUNTY OF CLARE**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "the County"), and the **CLARE CONSERVATION DISTRICT**, a governmental subdivision organized pursuant to Part 93 of 1994 PA 451, as amended (hereinafter referred to as "the District").

WHEREAS, the County of Clare desires gypsy moth suppression program services; and

WHEREAS, the County requires assistance in administering and providing the program; and

WHEREAS, the Clare Conservation District has submitted a proposal to the County to provide services for completing field surveys for egg mass densities and if determined to be necessary, spray block development and preparation for aerial application treatment; and

WHEREAS, the County accepts the District's proposal and the Clare Conservation District and the County of Clare have agreed to the terms and conditions of this agreement for the Clare Conservation District to provide the Gypsy Moth Suppression Program services for the County of Clare for the period from January 1, 2020 through the end of the 2019-2020 fiscal year that ends on September 30, 2020,

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

I. SCOPE OF SERVICES

- A. The District shall act as the Agency for the administration and coordination of all requirements necessary for an effective program of gypsy moth suppression in accordance with the requirements from the county and the millage funding.
- B. The services to be provided by the Clare Conservation District and performed under this Agreement shall include, but are not limited to:
 - i. Hire and provide supervision of all survey crew workers.
 - ii. Finalize survey data sheets.
 - iii. Input all data to determine if treatment areas are needed.
 - iv. Digitize treatment blocks.
 - v. Coordinate with other counties for aerial application proposals.
 - vi. Participate in bid requests and awarding of applicator job.
 - vii. Homeowner notification of spray areas.
 - viii. Submitting and preparing all information pertinent to treatment blocks and areas.
 - ix. All communications with coordinating counties and Aerial Applicator.
 - x. Education of landowners to identify gypsy moths and how to treat areas.
 - xi. All landowner communication including inquiries, answering questions and follow up.
- C. The services to be provided by the County of Clare and performed under this Agreement shall include, but are not limited to:
 - i. Pay Wages, Payroll Liabilities and mileage for survey crew personnel.
 - ii. The independent contract with Aerial Applicator for treatment services.
 - iii. All fees and liability insurance associated with treatment of areas.
 - iv. All survey crew personnel covered by Clare County's liability insurance.
 - v. The reasonable cooperation of County personnel.
 - vi. Access to existing records to perform duties as depicted in this document.
- D. All services required under this Agreement shall be performed on a timely basis and in accordance with the program.

GYPSY MOTH SUPPRESSION PROGRAM SERVICE AGREEMENT

II. COMPENSATION

A. The District shall be compensated for the services performed as follows:

- i. For the thirteen-month contract including Fiscal Year 2019-2020, the sum is not to exceed FOURTEEN THOUSAND AND 00/100 DOLLARS (\$14,000.00) with quarterly payments of \$3,500.00.**
- ii. The District shall be compensated as stated above for the services to be provided under this Agreement. Payments to be made to the District within seven (7) days of the first day of the Quarter respectively, October 1st, January 1st, April 1st and July 1st of each year of this agreement. Payments will be prorated for any fiscal year in which the District performs services for less than twelve full months. The first quarterly payment is due upon signing this agreement.**
- iii. The District shall only be compensated for actual services provided. Employees will only be paid for actual hours worked. This program is funded by millage dollars. The District will provide a full accounting of funds used by the end of the Fiscal year 2019-2020. Any funds not used and allocated to gypsy moth suppression services will be returned to the gypsy moth millage fund by October 30, 2020.**

B. In addition to the compensation set forth in subsection A., the District shall address the Board of Commissioners and provide the appropriate documentation and proposals should the District need to request any additional funding.

III. MATERIALS AND ITEMS TO BE PROVIDED BY THE COUNTY

The County shall provide the use of a laptop computer, maps, telephone, postage machine, and office space. Telephone charges, internet charges and postage used shall be repaid to the County within thirty (30) days of receipt of invoice of charges. Such use shall be subject to the One Year Agreement between the County of Clare and the Clare District for copier machine usage, postage machine usage, telephone usage, internet service & office space usage, attached and incorporated by reference as Exhibit A.

IV. ITEMS TO BE PROVIDED BY THE DISTRICT

The District shall provide equipment and supplies necessary to conduct the services required by the Agreement, which are not provided by the County as set forth in Section III.

V. RETENTION OF RECORDS AND REPORTING REQUIREMENTS

- A. The District, its officers, employees, and agents shall keep complete records of all data recorded and information generated under the Gypsy Moth Suppression Program during the period in which this Agreement is in effect.**
- B. During the term of this Agreement, the District shall maintain the originals of all documents generated and, if requested, the County shall have access to and copies of all such documentation and permits.**
- C. The District shall submit any other information and reports to the County regarding the services provided under this Agreement as the County may from time to time require. Such information and reports shall be submitted by the District to the County within ten (10) days of the County's request.**
- D. The documentation provided to and maintained by the District under this Agreement is subject to the Freedom of Information Act, MCL 15.231 *et seq.***

GYPSY MOTH SUPPRESSION PROGRAM SERVICE AGREEMENT

- E. Upon termination of this Agreement, the District shall return all documentation and data recorded to the County.

VI. RETURN OF COUNTY RECORDS AND EQUIPMENT

Upon termination or completion of this Agreement, the District shall turn over to the County of Clare all records, supplies, property and equipment purchased with millage or County Funds to the County of Clare within thirty (30) days of such termination or completion.

VII. COMPLIANCE WITH THE LAW, APPLICABLE LAW AND VENUE

The District, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement 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, Eastern District, Northern Division.

VIII. NONDISCRIMINATION

- A. The District, as required by law, shall not discriminate against any person to be served, or 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 District shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations, and policies prohibiting discrimination, including, but not limited to, the following:

- i. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- ii. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- iii. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted there under.
- iv. The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended.

- B. Breach of this section shall be a material breach of this Agreement.

IX. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the District is an independent contractor. The District and the employees and agents of the District shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The District and its employees and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The District shall be responsible for the payment of actual wages worked and other compensation due its staff for services they perform under this Agreement and for 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 District, as required by law, shall carry workers'

GYPSY MOTH SUPPRESSION PROGRAM SERVICE AGREEMENT

compensation insurance coverage for any and all employees it may have, and shall provide the County with proof of said coverage.

X. INDEMNIFICATION AND HOLD HARMLESS

- A. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the District or District employees in the performance of this Agreement shall be the responsibility of the District, and not the responsibility of Clare County, if the liability, loss, or damage is caused, by, or arises out of, the actions or failure to act on the part of the District, or any appointed officer, employee or agent of the District, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the District or its officials, employees and agents by statute or court decisions.
- B. All liability to third parties, for loss or damage as a result of claims, demands, costs, or judgments arising out of activities, to be carried out by the County or County employees in the performance of this Agreement shall be the responsibility of the County, and not the responsibility of the District, if the liability, loss, or damage is caused, by, or arises out of, the actions or failure to act on the part of the County, or any appointed officer, employee or agent of the County, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the County or its officials, employees and agents by statute or court decisions.

XI. LIABILITY INSURANCE

The District shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Disability Compensation Insurance. Workers' Disability Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Professional Liability (Errors and Omissions) Insurance. Professional Liability (Errors and Omissions) Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) aggregate.
- C. General Liability Insurance (occurrence basis only) with the following coverage inclusions:
 - i. Broad Form General Liability Endorsement or equivalent, if not in policy proper.
 - ii. Contractual liability.
 - ii. The limits of liability for this insurance shall not be less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
- D. If any of the above coverage's expires during the term of this Agreement, the District shall deliver renewal certificates and/or policies to the party identified in item C of this section.

XII. AGREEMENT PERIOD

This Agreement became effective and performance commenced on the 1st day of September 2019, pursuant to the vote and recommendation of the Clare County Board of Commissioners on

GYPSY MOTH SUPPRESSION PROGRAM SERVICE AGREEMENT

February 19, 2020, and shall continue to the 30th day of September 2020, at which time it shall be reviewed for renewal or terminated.

The District is not liable for any or all actions completed, required or performed by the County's Gypsy Moth Suppression Program prior to the effective date of this Agreement.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County, with or without cause, upon thirty (30) days prior written notice to the District. In the event this Agreement is prematurely terminated, the District shall be paid on a pro-rated basis as set forth in Section II, for services performed up to the effective date of termination.

XIII. MODIFICATION OR AMENDMENT OF AGREEMENT

This Agreement may be modified or amended only by the written mutual consent of the parties.

XIV. ASSIGNMENT OR SUBCONTRACTING

The District shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County.

XV. 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.

XVI. WAIVERS

No failure or delay on the part of the parties 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.

XVII. COMPLETENESS OF THE AGREEMENT

This Agreement and the attached Exhibits contain all the terms and conditions agreed upon by the Parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the parties.

XVIII. SEVERABILITY OF INVALID PROVISIONS

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

XIX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons 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 parties, and that the named parties have authorized this Agreement.

GYPSY MOTH SUPPRESSION PROGRAM SERVICE AGREEMENT

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

WITNESSED BY:

COUNTY OF CLARE

Date

By: _____

Jack Kleinhardt, Chairperson
County Board of Commissioners

Christine M. P...

M DARD
Date 3-10-2020

CLARE CONSERVATION DISTRICT

By: *Scott Peterson*

Scott Peterson, Treasure
Clare Conservation District