

**Staff Report**

**TO:** Criminal Justice Committee  
Board of Commissioners

**FROM:** Karen R. Jackson  
Register of Deeds

**DATE:** Friday, August 21, 2015

**RE:** For the Work Session Agenda September 1<sup>st</sup>, 2015

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**BACKGROUND**

Public act 345 effective January 1<sup>st</sup>, 1991, required that each county establish a Peer Review Group. At that time, the State only needed copies of the contracts for those individuals. A recent amendment to PA 345 now requires that we file a copy of the appointment of each active member. In August 5<sup>th</sup>, 2014, you appointed 3 members, with active contracts, to that group. I am now asking that you appoint two alternates who hold active contracts; and appoint a third alternate and sign a contract with the third alternate. The two alternates with active contracts are John I. Nelson, PS and Thomas H. Nothstine, PS. The third alternate that I am suggesting is John Quine, PS.

**FINANCIAL IMPACT**

Ensure reporting compliance with the 2015 grant agreement from the State in the amount of \$71,433.00.

**OTHER CONSIDERATIONS**

As our Peer Review Group reaches retirement age our need for alternates will continue to increase. In order to provide prompt review and compliance with our grant agreement we will need to rely on alternates.

**RECOMMENDATIONS**

I propose that the board consider renewing the alternate appointments for John I Nelson, PS and Thomas H. Nothstine, PS. I also propose that the board consider appointing John Quine, PS as a third alternate and authorize the Chairman of the board to sign the contract agreement.

**ATTACHMENTS**

Copies of the 2009 signed contracts with John I. Nelson, PS and Thomas H. Nothstine, PS.  
Two copies of the contract with John Quine, PS for the Chairman's signature.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Isabella County Remonumentation Peer Group Member Contract**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Isabella County ("County") and John Quine, PS ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the County hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such agreement.
2. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached as Exhibit A, which may be amended in writing from time to time.
3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the County shall reimburse **him or her** for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
4. **Conflicts of Interest, Non-hire Provision.** The Contractor represents that **he or she** is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering **his or her** duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which **he or she** does not have a proprietary interest. The Contractor is expressly free to perform services for other parties while performing services for the County. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the County's employment, any employee, consultant, or contractor of the County or hire any such employee, consultant, or contractor who has left the County's employment or contractual engagement within one year of such employment or engagement.
5. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the County under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the County irreparable injury and damage. The Contractor expressly agrees that the County shall be entitled to injunctive and other equitable relief in the event of, or to prevent a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the County may have for damages or otherwise. The various rights and remedies of the County under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
6. **Termination.** The County may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the County, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the County, at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.



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7. **Independent Contractor.** This Agreement shall not render the Contractor an employee, partner, agent of, or joint venturer with the County for any purpose. The Contractor is and will remain an independent contractor in **his or her** relationship to the County. The County shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the County hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
8. **Delivery of Services.** County reserves no control over **Contractor** or any of **Contractor's** employees, subordinates or associates as to how the facilities involved in this contract should be furnished or the services involved should be performed. Contractor is responsible only for accomplishing the results undertaken by **him or her** under this contract. The manner, methods and persons used by **Contractor** in accomplishing these results are for determination by Contractor. County reserves no control whatsoever over the employment, discharge, compensation of or services rendered by an employee, subordinate or associate of Contractor. County shall not be responsible for the acts or omissions of employees, subordinates or associates; and Contractor agrees to save **County** harmless from any and all liability caused by any acts or omissions. It is the intention of County and of **Contractor** in accomplishing the results undertaken by Contractor that **Contractor** shall be an independent contractor and this agreement shall be construed in the light of this intention.
9. **Insurance.** The Contractor will carry liability insurance (including malpractice insurance, if warranted) relative to any service that **he or she** performs for the County.
10. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
11. **Choice of Law.** The laws of the State of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
12. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretations shall be settled in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. The amount of damages awarded to Contractor shall not exceed \$1,000.
13. **Headings.** Section headings are not to be considered a part of the Agreement and are not intended to be a full and accurate description of the contents hereof.
14. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
15. **Assignment.** The Contractor shall not assign any of **his or her** rights under this Agreement, or delegate the performance of any of **his or her** duties hereunder, without the prior written consent of the County.

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16. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Contractor Name: John Quine, PS  
Address: 6534 W. Juddville Road  
RR # 2  
City, State Zip: Elsie, Michigan 48831-9439

Isabella County  
200 Main Street  
Mount Pleasant, Michigan 48858

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

17. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
18. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
19. **Unenforceability of Provisions.** If any provision of this Agreement or any portion thereof is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Isabella County

1

Chair, Isabella County Board of Commissioners

Contractor Name

John Quine, PS



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Exhibit A

**DUTIES**

As a member of the Isabella County Peer Review Committee the Contractor shall be responsible to: review the draft Land Corner Recordation Certificates as submitted by the Contract Surveyor; review the documentation relative to the corner position provided by the Contract Surveyor; review any documentation provided by other interested parties relative to the corner position; listen to any arguments presented at the meeting by the Contract Surveyor, other interested parties, or other Peer Review Committee members; evaluate the presented documents and arguments; and vote on acceptance or rejection of the corner location proposed by the Contract Surveyor. The committee may, by unanimous consent, elect to vote on another position for the corner. They may also elect to direct the Contract Surveyor to gather additional evidence not presented at the meeting and bring the proposed corner position back at a future Peer Review Committee meeting.

**TERM OF ENGAGEMENT**

The Contractor shall serve on an "as needed" basis on the Isabella County Peer Review Committee. Typically one or more Committee meetings will be held each year. Upon scheduling of a Committee meeting selected approved Contractors will be invited to attend the meeting as a member of the Committee. If the Contractor is selected to be invited to attend any meeting, then it is his or her responsibility to respond with his or her availability. Selection of the Contractors to be invited to attend any Isabella County Peer Review Committee meeting is at sole discretion of the County Remonumentation Representative. This contract for services will expire when the Michigan Remonumentation program is discontinued or as outlined in paragraph of the **INDEPENDENT CONTRACTOR AGREEMENT**. Failure to be selected for any Isabella County Peer Review Committee meeting will not be grounds for a claim of damages.

**COMPENSATION**

Compensation for these services shall be at the Standard Rate for the Contractor. The current Standard Rate for the Contractor is \$90.00 per hour of services. Any changes to that rate shall be made at least two weeks prior to a scheduled Peer Review Meeting in accordance with paragraph 16 of the **INDEPENDENT CONTRACTOR AGREEMENT**. An additional \$20.00 per meeting will be paid for travel expenses.

**PROVISIONS FOR PAYMENT**

Following an Isabella County Peer Review Committee meeting which the Contractor attends, an invoice shall be prepared and submitted to the County within 15 days. The invoice shall state; the Contractor's name and address, "Peer Review Meeting Services", the Grant Year in which the services were performed, the date of the meeting attended, the number of hours the Contractor served as a Committee member, the then current Standard Rate for the Contractor, and the total amount due for the services at the meeting. The County agrees to make payment for the services within 30 days of receipt of the invoice in accord with paragraph 16 of the **INDEPENDENT CONTRACTOR AGREEMENT**.

**INDEPENDENT CONTRACTOR AGREEMENT**  
**Isabella County Remonumentation Peer Group Member Contract**

This Agreement is entered into as of the 1 day of JANUARY, 2009, between Isabella County ("County") and John I. Nelson, PS ("the Contractor").

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, the County hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such agreement.
2. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached as Exhibit A, which may be amended in writing from time to time.
3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the County shall reimburse **him or her** for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
4. **Conflicts of Interest, Non-hire Provision.** The Contractor represents that **he or she** is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering **his or her** duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which **he or she** does not have a proprietary interest. The Contractor is expressly free to perform services for other parties while performing services for the County. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the County's employment, any employee, consultant, or contractor of the County or hire any such employee, consultant, or contractor who has left the County's employment or contractual engagement within one year of such employment or engagement.
5. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the County under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the County irreparable injury and damage. The Contractor expressly agrees that the County shall be entitled to injunctive and other equitable relief in the event of, or to prevent a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the County may have for damages or otherwise. The various rights and remedies of the County under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
6. **Termination.** The County may terminate this Agreement at any time by 10 working days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the County, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the County, at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.



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COPY

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11. **Choice of Law.** The laws of the State of Michigan shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
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Contractor Name: John I. Nelson, PS  
Address: 20845 20 Mile Road  
City, State Zip: Paris, Michigan 49338

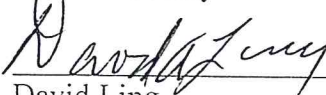
Isabella County  
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Mount Pleasant, Michigan 48858

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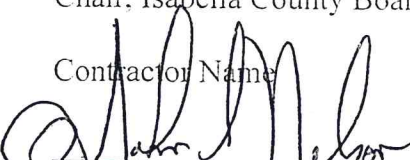
IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Isabella County

  
\_\_\_\_\_  
David Ling

Chair, Isabella County Board of Commissioners

Contractor Name

  
\_\_\_\_\_  
John I. Nelson, PS



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**COMPENSATION**

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**INDEPENDENT CONTRACTOR AGREEMENT**  
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This Agreement is entered into as of the 15 day of JANUARY, 2009, between Isabella County ("County") and Thomas H. Nothstine, PS ("the Contractor").

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2. **Duties, Term, and Compensation.** The Contractor's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the attached as Exhibit A, which may be amended in writing from time to time.
3. **Expenses.** During the term of this Agreement, the Contractor shall bill and the County shall reimburse **him or her** for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder.
4. **Conflicts of Interest, Non-hire Provision.** The Contractor represents that **he or she** is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. Further, the Contractor, in rendering **his or her** duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which **he or she** does not have a proprietary interest. The Contractor is expressly free to perform services for other parties while performing services for the County. For a period of six months following any termination, the Contractor shall not, directly or indirectly hire, solicit, or encourage to leave the County's employment, any employee, consultant, or contractor of the County or hire any such employee, consultant, or contractor who has left the County's employment or contractual engagement within one year of such employment or engagement.
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Contractor Name: Thomas H. Nothstine, PS  
Address: 1361 S. Crawford Street  
City, State Zip: Mt. Pleasant, Michigan 48858

Isabella County  
200 Main Street  
Mount Pleasant, Michigan 48858

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

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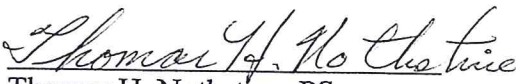
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Isabella County

  
David Ling

Chair, Isabella County Board of Commissioners

Contractor Name

  
Thomas H. Nothstine, PS



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Compensation for these services shall be at the Standard Rate for the Contractor. The current Standard Rate for the Contractor is **\$90.00** per hour of services. Any changes to that rate shall be made at least two weeks prior to a scheduled Peer Review Meeting in accordance with paragraph 16 of the **INDEPENDENT CONTRACTOR AGREEMENT**. An additional \$20.00 per meeting will be paid for travel expenses.

**PROVISIONS FOR PAYMENT**

Following an Isabella County Peer Review Committee meeting which the Contractor attends, an invoice shall be prepared and submitted to the County within 15 days. The invoice shall state; the Contractor's name and address, "Peer Review Meeting Services", the Grant Year in which the services were performed, the date of the meeting attended, the number of hours the Contractor served as a Committee member, the then current Standard Rate for the Contractor, and the total amount due for the services at the meeting. The County agrees to make payment for the services within 30 days of receipt of the invoice in accord with paragraph 16 of the **INDEPENDENT CONTRACTOR AGREEMENT**.