

**COUNTY OF OSCEOLA
BOARD OF COMMISSIONERS
COMMITTEE OF THE WHOLE
AGENDA**

**Tuesday, April 18, 2017
301 West Upton Ave., Reed City, Michigan
2nd Floor, Board of Commissioners Room, 9:30 a.m.**

NOTE: Claims will be available for review from 9:00 – 9:30 a.m.

- 1. Meeting Called to Order by Chairperson.**
- 2. Additions or Deletions to the Agenda – Approval of the Agenda.**
- 3. Brief Public Comments (Three Minute Limit).**
- 4. Employee/Board Comments.**
- 5. Consider Approval of the Minutes of April 4, 2017.**
- 6. Consider Payment of Claims.**
- 7. Old Business:**
 - A. Consider Other Budget Amendments, Cash Transfers, and Journal Register Reports from Treasurer.**
 - B. Update on C.O.A. Marion Renovation.**
 - C. Update on VoIP Telephone Installation with Jive Communications.**
- 8. New Business:**
 - A. Discuss West Michigan Regional Dashboard – Paul Griffith.**
 - B. Discuss C.O.A. Items – Scott Schryer:**
 - 1. US Hole In One Application**
 - 2. Community Space Agreement (Draft)**
 - C. Discuss PA 379 Local 911 Collection & Remittance – Mark Gregory.**
- 9. Other Business:**
- 10. Employee/Board Comments.**
- 11. Extended Public Comments (Six Minute Limit).**
- 12. Adjournment.**

Note: A quorum of the Board of Commissioners may be present at the Committee meetings.

PUBLIC COMMENT

The Committee welcomes public comment. We appreciate your attendance and look forward to hearing any concerns you may have. We request that the following rules of procedure be followed: At the beginning and at the end of each Committee meeting, there is time to receive public comment from the audience. If you wish to address the Committee, we ask that you stand, give your name and present your concern. If you wish to speak while the Committee is addressing a specific issue, you are asked to make arrangements ahead of time with the Committee Chairperson. No comments or questions will be taken at any other time.

If you should require special assistance in order to attend the meeting, please notify the County Coordinator at (231) 832-6196, twenty-four (24) hours before the posted meeting time, for arrangements to be made.

**COMMITTEE OF THE WHOLE
MINUTES
APRIL 4, 2017**

The Committee meeting was called to order at 9:36 a.m. by Chairman Emig.

Present: Commissioners Gregory, Emig, Wayne, Elkins, Nehmer, Halladay and Tiedt.

Also present: Jeremy Beebe-E.M.S. Director, Scott Schryer-C.O.A. Director, Susan Vander Pol-County Coordinator, Karen Bluhm-County Clerk, and other members of the public.

Motion by Commissioner Nehmer, seconded by Commissioner Wayne, to approve the agenda as presented. Motion carried.

Brief Public Comment: None.

Employee/Board Comment: None.

Motion by Commissioner Gregory, seconded by Commissioner Nehmer, to approve the minutes from March 21, 2017. Motion carried.

Recommended by Commissioner Tiedt, seconded by Commissioner Elkins, to approve the current claims of the County in the amount of \$50,908.69. Recommendation was unanimously supported.

Easement for Electric Facilities on Professional Drive

Susan Vander Pol, County Coordinator, spoke to the Board on the request from Consumers Energy for an easement on Professional Drive. She advised that the Register of Deeds, Nancy Crawford, reviewed the document and said the wording is standard to other documents she has seen. A brief discussion was held.

Recommended by Commissioner Wayne, seconded by Commissioner Tiedt, to approve the permanent Easement for Electric Facilities with Consumers Energy Company for property located in Richmond Township (Health and Human Services Building.) Recommendation was unanimously supported.

Budget Amendments and Cash Transfers

Commissioner Tiedt reviewed the budget amendments and cash transfers presented.

Recommended by Commissioner Tiedt, seconded by Commissioner Wayne, to approve the budget amendments and cash transfers as presented. Recommendation was unanimously supported.

Update on C.O.A. Marion Renovation

Scott Schryer, C.O.A. Director, advised the interior of the renovation project is nearing completion, however the outside work has been slowed down by weather conditions. Discussion was held.

C.O.A. AAAWM Purchase of Service Agreement Amendment

Scott Schryer, C.O.A. Director, explained the Service Agreement Amendment. He reported it is part of the Medicaid waiver program and the benefits it will provide to clients. Discussion was held.

Recommended by Commissioner Nehmer, seconded by Commissioner Halladay, to approve the Area Agency on Aging of Western Michigan PoS Agreement to cover services for Care Management-MIChoice Medicaid Waiver Program and authorize the Chairman to sign. Recommendation was unanimously supported

VoIP Telephone Installation with Jive Communications

Susan Vander Pol, County Coordinator, gave an update on the telephone installation and the progress being made on the project.

E.M.S. Spectrum Health Educational Agreement

Jeremy Beebe, E.M.S. Director, explained that the previously approved agreement with Spectrum Health for the educational affiliations were rejected by Spectrum. Spectrum has their own standard agreement which they are now asking the County to approve. Discussion followed.

Recommended by Commissioner Elkins, seconded by Commissioner Tiedt, to approve the Spectrum Health System Master Agreement for Educational Affiliations and authorize the Chairman to sign. Recommendation was unanimously supported.

E.M.S. Educational Observation Experience Agreement

Jeremy Beebe, E.M.S. Director, explained the Educational Observation Experience program with Spectrum Health. He spoke about the benefits of the program and liability issues. Discussion was held.

Recommended by Commissioner Gregory, seconded by Commissioner Tiedt, to approve the Agreement for Educational Observations Experience with Spectrum Health Reed City Hospital and Osceola County and authorize the Chairman to sign. Recommendation was unanimously supported.

Liaison reports were shared.

Public Comment: None.

Extended Public Comments: None.

Motion by Tiedt, seconded by Elkins, to adjourn at 10:40 a.m. Motion carried.

Karen J. Bluhm, County Clerk

Larry Emig, Chairman

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
7952 POSTED BY LORI	03/08/2017	BA	PER DEPT & COMM	LORI		
101-284-726.000	POSTAGE				240.00	
101-284-702.007	LONGEVITY					240.00
					240.00	240.00
7953 POSTED BY LORI	03/08/2017	BA	PER DEPT & COMM	LORI		
101-301-702.008	SICK PAY					3,769.00
101-301-702.003	PERMANENT EMPLOYEES			3,769.00		
101-351-702.008	SICK PAY					690.00
101-351-702.003	PERMANENT EMPLOYEES			690.00		
					4,459.00	4,459.00
7965 POSTED BY LORI	03/16/2017	BA	PER DEPT	LORI		
280-120-699.001	APPROPRIATED FUND BALANCE			150,000.00		
280-120-989.000	CAPITAL OUTLAY					150,000.00
					150,000.00	150,000.00
7971 POSTED BY LORI	03/21/2017	BA	PER DEPT & COMM	LORI		
273-120-699.001	APPROPRIATED FUND BALANCE			100,000.00		
280-120-695.000	TRANSFER IN			100,000.00		
273-120-999.000	TRANSFER OUT					100,000.00
280-120-989.000	CAPITAL OUTLAY					100,000.00
					200,000.00	200,000.00
7972 POSTED BY LORI	03/21/2017	BA	REAPPR \$ FOR ORIENT FORK DRAIN FR 2016	LORI		
802-000-699.001	APPROPRIATED FUND BALANCE			4,397.00		
802-000-700.004	ORIENT-FORK DRAIN					4,397.00
					4,397.00	4,397.00
7994 POSTED BY LORI	03/28/2017	BA	PER DEPT	LORI		
256-000-699.001	APPROPRIATED FUND BALANCE			5,000.00		
256-000-808.016	CONVERSION					5,000.00
					5,000.00	5,000.00
7998 POSTED BY TONIA	03/30/2017	BA	COR BUD SHORTAGE-PAY BACK TXPYR PER MTT	TONIA		
101-253-930.001	MTT/HOMESTEAD REIMBURSE					1,000.00
101-301-930.001	MTT/HOMESTEAD REIMBURSE					500.00
101-253-727.002	MICROFILMING/STORAGE			1,000.00		
101-301-747.000	GAS & OIL			500.00		

04/06/2017 11:22 AM
User: TONIA
DB: Osceola

JOURNAL REGISTER FOR OSCEOLA COUNTY
Post Dates: 03/01/2017 to 03/31/2017
Posted and Unposted Journal Entries

Page: 2/2

Journal Number	Date	JNL	Description	User	DR	CR
GL Number	Description					
					1,500.00	1,500.00
					<hr/>	
			Total:		365,596.00	365,596.00

Price Estimate :: Contest Coverage

Hole In One Prize Package



Client Information

Company:	Osceola County Commission on Aging	Telephone:	231-734-6000 ext.
Contact:	Scott Schryer	Fax:	
Address:	732 west 7th street	E-mail Address:	sschryer@osceolacoa.org
City/State/Zip:	Ewart, MI 49631		

Grand Prize Hole(s) Information

Event Name:	Golf Course:						
Coverage Highlights							
<ul style="list-style-type: none">• US Hole In One is backed by "A" Rated coverage. This is the most secure and highest quality coverage found in the industry.• Your package includes FREE Rider Coverage for multiple hole in one contest winners.• Your package includes FREE Bonus Hole In One Prizes for other par 3 holes at your event's golf course.• 110% Low Price Guarantee!							
Contest Date	Amateurs	Professionals	Hole #	Yardage	Prize Value	Prize Description	Certificate Fee
6/21/2017	72	0		190	\$15,000.00	cash	\$251.00

Also Included in Your Package

- Bonus Hole In One Prizes for Additional Par 3s (*measuring at least 130 yards*)
 - FREE: Sharp LCD Flat-Screen Television | Set of Callaway Irons | Roundtrip Domestic Airfare for Two
 - Premium: Apple iPad, Nano & \$100 Apple Gift Card | Set of Callaway Irons & Woods | \$750 Visa Gift Card (+\$45)
- FREE Full-Color Tee Box Signs for All Prize Holes (24" x 36")
- FREE Golf Club Certificates for Every Golfer at Your Event (*Golfers Responsible for Own S&H Fees*)
- FREE \$10 off Worldwide Golf Shops Cash Card for Every Golfer at Your Event
- FREE Direct Shipping for Contest Signage (*if application received at least 10 days from Event Date*)
- NO Hidden Policy Adjustment Fees: Rain Dates, Rescheduling, Etc.

Our Contact Information

Jeffrey Taylor – Sr. Tournament Consultant
Direct Phone: 888-882-5440 ext.113
Email Address: taylor@usholeinone.com
Fax Number: 610-525-8004
Web Address: www.HoleInOneInsurance.com

#1 for Hole In One Coverage

- ✓ US Hole In One has worked with most of the Fortune 500® and many national non-profits.
- ✓ During 2015, US Hole In One covered over \$550,000,000 in hole in one prizes.

Application Instructions

Hole In One Prize Package



To ensure that your application can be processed promptly, it is important that you fully complete all seven (7) sections! Below are helpful tips for completing the application with special focus on those sections that are frequently missed by applicants. If, while filling out the application, you have any questions at all, don't hesitate to call us toll-free at 888-882-5440.

Section 1 - Contact Information

- Be sure to include a valid e-mail address! Once you submit your application, we will send out a confirmation e-mail (usually within two hours of submission) letting you know that we successfully received your application.
- Include your daytime telephone number. In the event that we have any questions concerning your application, we will call you for clarification. A mobile number is preferred in case we need to notify or get a hold of you immediately.

Section 2 - Tournament & Golf Course Information

- If there are multiple courses at your club, let us know exactly which one you'll be playing! For example, if there is both a 'Lakes' course and a 'Palms' course at your club, we need to know which your event is being held on.

Section 3 - Grand Prize Hole(s) Information

- Fill out each line completely! Every piece of information is important and needed to secure your coverage. Do not leave anything blank; doing so will delay processing. Refer to the "Price Estimate" page that was sent with the application and simply transfer the information from the "Price Estimate" sheet to the application while making sure that each column of section 3 is filled out.
- 'Certificate Fee' is the price for coverage. This is the same price you receive when you contact US Hole In One.
- Grand Prize Sign Sponsor Name. This is where you indicate what you'd like printed on your Grand Prize contest sign in terms of a sponsor. If you don't have a sponsor for your contest then you can put the company or tournament name on the signs. We must have this information or else we cannot print your signs. If you're unclear as to what the contest signs look like, you can view a sample online at: www.usholeinone.com/grandprize.html.

Section 4 - Bonus Prize Hole(s) Information

- Let us know how many bonus prizes you need. Included with your prize package are bonus prizes for your other par 3 holes over 130 yards. The easiest way to find this out is to talk to a pro at the course or take a look at the score card. In most cases a course will have four par 3s, one would be used for the grand prize and the remaining three could be used as bonus prize holes.
- Let us know what type of bonus prizes you want to offer. The 'Standard Bonus Prizes' are free and included with the package. The standard package includes the Flat Screen Television, Callaway Irons, and 2 Domestic Airline Tickets. If you would like to upgrade your bonus prize package you can choose the 'Premium Bonus Prizes' for an additional fee of \$45. These prizes will include the Apple Package, Complete Callaway Set, and a Visa Gift Card.
- Choose between 'Standard' and 'Custom' bonus prize signs. Our bonus prize signs come in two varieties: standard and custom. Standard bonus prize signs have pre-printed sponsor areas and are free and included with the package. The standard signs will not have your sponsor name or logo on them. If you want to include a sponsor name or logo on the bonus prize signs, choose 'Custom Bonus Prize Signs.' If you select "Custom Bonus Prize Signs" then you should fill out a sponsor name in the lines provided in section 5. (Important: Custom bonus prize signs cost \$30 for the set).
- Custom Bonus Prize Sign Sponsor Name(s). If you selected "Custom Bonus Prize Signs", make sure to write the sponsor name(s) you want to appear on the bonus prizes signs in this section. If you need additional space, feel free to attach an extra piece of paper with sponsor names.

Section 5 - Add On Contest Coverage

- Do you wish to purchase one or both of the add on contests? Select one or both add on contests you wish to purchase. Specify the amount you want to give away for the contest and make sure to add the fee into your total amount due in section 7. If you chose one or both of these options, make sure to also fill out the Add On Application that is attached.

Section 6 - Shipping & Payment Information

- Payment must be received by your event date. If you will be sending a check, be mindful that we must receive payment by your event date.

Section 7 - Important

- Don't forget to sign the application. We do need your signature in order to process your application.

COMPLETE ALL 7 SECTIONS AND SCAN & EMAIL BACK TO ORDERS@USHOLEINONE.COM OR FAX BACK TO 610-525-8004

1 CONTACT INFORMATION:

Company: Osceola County Commission on Aging
 Contact: Scott Schryer
 Street Address: 732 west 7th street,
 City/State/Zip: Ewart, MI 49631
 Telephone #: 231-734-6000 ext.
 E-mail: sschryer@osceolacoa.org

(Confirmation of Order Sent Via Email)

SHIP SIGNS TO: (No P.O. Box)

Attn: Scott Schryer
 C/O: _____
 Street Address: _____
 City/State/Zip: SAME
 Telephone #: _____
 Email: _____

(Confirmation of Sign Shipment Sent Via Email)

2 TOURNAMENT & GOLF COURSE INFORMATION:

Tournament Name: 7th Annual Osceola Commission on Aging Open
 Golf Course Name: Spring Valley Golf Course City & State: Reed City, MI

3 GRAND PRIZE HOLE(S) INFORMATION:

Contest Date(s)	Total # of Players		Hole #	Yardage	Prize Value	Prize Description	Sign Needed		Certificate Fee
	Amateurs	Pros					YES	NO	
<u>6/21/17</u>	<u>72+</u>	<u>0</u>	<u>3</u>	<u>190</u>	<u>\$ 15,000</u>	<u>CASH</u>	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<u>\$ 251-</u>
<u>/ /</u>					\$		<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$
<u>/ /</u>					\$		<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$
<u>/ /</u>					\$		<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$

Grand Prize Sign Sponsor Name: Print Sponsor Name that you would like to appear on your grand prize hole sign(s) if "Yes" is selected. Tournament Name will be used if left blank!

Taylor Insurance Agency
231-734-5563

4 BONUS PRIZE HOLE(S) INFORMATION: I want 3 (enter how many) par 3 holes over 130 yards covered with bonus prizes!

TYPE OF PRIZES:	<input checked="" type="checkbox"/> Standard Bonus Prizes (LCD Television; Callaway Irons; Airline Tickets) – FREE	\$ <u>Free</u>
	<input type="checkbox"/> Premium Bonus Prizes (Apple iPad, iPod Nano & Gift Card; Callaway Irons & Woods; \$750 Visa Card) – \$45 Fee	
TYPE OF SIGNS:	<input type="checkbox"/> No Bonus Prize Signs Needed	\$ <u>Free</u>
	<input checked="" type="checkbox"/> Non-Custom Bonus Prize Signs (displays bonus hole prize <i>without</i> custom sponsor name) – FREE	
	<input type="checkbox"/> Custom Bonus Prize Signs (displays bonus hole prize <i>with</i> custom sponsor name) – \$30 Fee	

Custom Bonus Prize Signs Sponsor Name(s): Print Sponsor Name(s) that you would like to appear on your bonus hole signs if "Custom Bonus Prize Signs" is selected. \$30 Fee if selected.

N/A
N/A

5 ADD ON CONTEST COVERAGE: (Complete and Fax Back Add On Application – See Attached)

PUTTING OPTIONS:	1 Attempt for \$2,500 (\$75) OR 1 Attempt for \$5,000 (\$150) OR 1 Attempt for \$10,000 (\$300)
DICE ROLL OPTIONS:	4 Attempts for \$2,500 (\$75) OR 4 Attempts for \$5,000 (\$150) OR 4 Attempts for \$10,000 (\$300)

6 SHIPPING & PAYMENT INFORMATION:

<input checked="" type="checkbox"/> If outside 10 days of event (FREE)	<input type="checkbox"/> If within 10 days of event (\$25)	<input type="checkbox"/> If overnight delivery required (\$50)	\$ <u>Free</u>
<input checked="" type="checkbox"/> Check (payable: US Hole In One)	TOTAL PAYMENT AMOUNT:		\$ <u>251-</u>
<input type="checkbox"/> Credit Card (Visa/MasterCard/AmEx) Card No. _____	Exp. Date _____	Billing Zip _____	

7 IMPORTANT:

I have read, and am aware of, the contents of this application form (page 1 & 2) which if accepted will make me a member of the US Hole In One Association and part of the Certificate issued by the Association.

Contact/Member Larry Emig, Board Chair By x Date 4/18/17

Print Name

Signature

Hole In One Prize Coverage

Contingent upon full compliance with these Certificate Terms and Conditions, US Hole In One Association d.b.a. US Hole In One (USHIO) hereby agrees to reimburse the association member named on the Certificate up to the specified prize value if a hole in one (as defined by the USGA Rules of Golf) occurs during the hole in one contest and in accordance with the hole information specified on the Certificate. The rights and obligations of the parties to the Certificate are exclusive to the contracting parties, may not be assigned, transferred, or delegated, and are not intended to create any third-party beneficiary rights for any contestant in the hole in one contest.

CERTIFICATE TERMS AND CONDITIONS

PAYMENT: A valid and collectible Certificate Fee is the basis for issuing a Certificate of Participation. USHIO is not obligated to reimburse its members for any prize absent a completed application and timely payment. A fully completed and signed application along with valid payment must be addressed to USHIO and postmarked by the U.S. Post Office prior to the day of the contest, or faxed to USHIO with a valid Visa, MasterCard, or American Express prior to the start of the contest. Certified mailing or postal receipts is strongly recommended. **Note: Insurance agents act exclusively on behalf of the applicant, not USHIO.**

CONFIRMATION OF TERMS: Upon acceptance of your application, USHIO will mail, fax or email written confirmation of your participation in our hole in one prize coverage program (Certificate of Participation) based upon the submitted application and payment. The Certificate of Participation will supersede all prior agreements or representations, whether written or oral, and contain the full agreement of both parties. The submitted application and payment will control in the event of any inconsistencies. All subsequent changes to the agreement must be approved in writing by USHIO. The Names and likenesses of the association member, acing golfer (winner), and hole sponsor, if any, may be used by USHIO without further compensation to the association member, winner or sponsor.

WITNESSES: All witnesses must be 18 years of age or older and appointed by the association member. For all prize limits, two (2) playing partners of the winner are required as witnesses along with the following: Prize limits of \$2,000 to \$59,999, one non-event participant witness is required; \$60,000 to \$150,000, two non-event participant witnesses are required; \$150,001 to \$1,000,000, two non-event participant witnesses (one of which is a PGA Professional or Police Officer) are required as well as a continuous, unedited videotape shot from behind the green of all shots to win the prize. A videotape is also required, in addition to the witness requirements for all agreements in which both: the number of contestants is 24 or less AND the Prize Value is \$25,000 or greater. For prize values requiring two non-event participant witnesses, one witness must be stationed at the Tee and one witness must be stationed adjacent to the Green. All witnesses, regardless of the size of the prize, must be able and must observe the ball going into the cup from their vantage point at the hole. All liability for the safety of the witnesses is borne by the association member and not USHIO. **If a hole in one occurs without the verifiable presence of witnesses (and videotape if applicable) as specified above, USHIO shall have no obligation to pay the prize value, or any portion thereof, to the association member.**

YARDAGE: The Target Hole(s) will measure from Tee to Flagstick, no less than the specified yardage on the Certificate. Women may shoot at the Target Hole(s) at a distance of up to fifteen (15) yards less than the men. In no event may the yardage for the Grand Prize Hole be less than 150 yards for men/135 yards for women. All bonus Prize Shots must be taken from a minimum of 130 yards for men and 115 yards for women. **USHIO is not obligated to reimburse its members for a prize, or any portion thereof, if the actual yardage of a hole in one is less than the yardage specified on the Certificate.**

NUMBER OF PLAYERS/SHOTS: In order to have a valid agreement, the number of players (Amateurs and Pros) taking a "shot" at the prize must be accurately stated. A "shot" is defined as a stroke by the USGA Rules of Golf taken by an officially registered player in the specific Tournament listed in the Certificate. If any past or present Professional golfer is eligible to win any hole in one prize, that individual must be counted as a Professional player in the contest. **Only one shot per player per target hole is permitted.** No practice shots or mulligans, or substitute shots for other players are permitted on the Target Hole(s). Each category of authorized number of players (shots) is permitted only during the stipulated round(s) of the Tournament on the Date(s) specified in the Certificate. Each category of players specified on the Certificate permits a variance of 5% plus or minus, without a change in the Certificate fee. Shot variance greater than 5% must be reported to USHIO prior to the start of the event. Certificate fee adjustment so reported will be paid/refunded to the association member after the event. The Prize Values will be prorated downwards if a Hole in One occurs and the number of shots has been understated by more than 5%. (Prize Value times Number of Shots Covered divided by the Number of Shots Taken = Amount Reimbursed.)

PRIZE RESTORATION: Unless otherwise specified, the Prize Value is automatically restored to its original value for each and every hole in one. The Prize Value does not restore for Prize Values of \$100,001 or greater.

TARGET HOLE(S): The association member may designate as many Target Holes as desired and the Certificate fee will vary accordingly. Only one pre-designated hole (cup) may be used on the Target Green. On nine hole courses, a player is eligible to compete for and win a prize only the first time he or she plays the hole. **No claim can be made under this agreement, unless the hole in one is achieved during the scheduled Tournament on the Date(s), Hole#(s), Yardage(s) and Prize Value(s) specified in the Certificate.** USHIO will provide bonus hole in one prizes for additional par 3 holes during tournament events only. The standard bonus prizes include a set of Callaway Golf Irons, a Sharp Flat Panel LCD Television, and 2 Roundtrip Airline Tickets in the Continental U.S.. The premium bonus prizes include a set of Callaway Golf Irons & Woods, an Apple iPad, iPod Nano & \$100 Apple Gift Card, and a \$750 Visa Gift Card. Bonus prizes are subject to availability and are subject to change. Winners may choose to accept a cash value of \$500 for a standard bonus prize and \$750 for a premium bonus prize if for any reason they do not want the prize for that hole.

CLAIM NOTIFICATION: Immediate telephone and written notice by the association member to USHIO is required no later than the first business day after the event.

PROOF OF CLAIM: The association member will furnish USHIO with the following within 30 days of the contest date:

- Attested statements by the target hole witnesses, the winner, the contest director/chairman, and all playing partners (forms will be furnished by USHIO).
- Original and official scorecard of the winner signed by the winner and playing partners (tournament formats only).
- Original pairing sheet documenting the name, telephone numbers (if requested by USHIO) and amateur or professional status of all pre-registered contestants.
- If applicable, a continuous, unedited videotape shot from behind the green of all shots to win the prize.

INVESTIGATION: Upon receipt of the proof of Claim, USHIO reserves the right to conduct a reasonable investigation, including but not limited to requiring the association member to produce the winner and witnesses for a polygraph exam as a condition to reimbursement of the prize if in the sole opinion of USHIO such an exam is warranted by the facts.

DISPUTED CLAIMS: The USHIO member indicated on the Certificate of Participation agrees that any and all disputes between the association member and USHIO or its underwriters shall be governed by the laws of the State of Pennsylvania, without regard to its conflict of laws, and submitted to binding arbitration in accordance with the rules of the American Arbitration Association and pursuant to the provisions of the Pennsylvania Uniform Arbitration Act. The venue for such arbitration shall be Montgomery County, Pennsylvania. If for any reason there is litigation between the association member and USHIO or its underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Montgomery County, Pennsylvania. The association member agrees to pay USHIO and its underwriters' reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event USHIO or its underwriters successfully prosecute and/or defend any such arbitration or litigation. Association member also agrees to protect, indemnify and hold harmless USHIO from any and all claims made due to the conduct or implementation of the hole in one contest, which is in any way inconsistent with the Certificate and/or Terms and Conditions.

CHANGES/CANCELLATION: Any changes in the hole number, hole distance, number of shots, prize value, etc., require written notification by association member to USHIO prior to the start of the event. Any cancellation or rescheduling of the event requires written notification by association member to USHIO no later than the first business day after the event. If no shots are taken at the Target Hole(s) and the event is cancelled due to inclement weather or for any other reason preventing play, a full refund of the Certificate fee will be made minus a \$40 cancellation fee per target hole. Otherwise the Certificate will be amended in writing by USHIO to a rescheduled date without additional charge. **Notice for all changes or cancellations of the event are required in writing to USHIO via Fax (610-525-8004) or Email (changes@USHoleInOne.com). If a hole in one occurs and written notification of any changes is not received prior to the original contest date, USHIO shall have no obligation to pay the prize value, or any portion thereof, to the association member.**

EXCLUSIONS: USHIO will not reimburse its association members for a prize resulting directly or indirectly from: 1) any contravention of the contest rules and regulations or any other condition or warranty of the agreement by any contest participant making a claim for a prize; 2) association members errors or omissions.

A Certificate of Participation will be issued in reliance upon the information contained in the application and will include the above Terms and Conditions. USHIO maintains an insurance policy through North American Specialty Insurance Company under Policy #H2N0000124, hereinafter referred to as a Master Policy, which provides USHIO with indemnification benefits, subject to a \$15,000 deductible applicable to each and every enrolled event. This disclosure is provided as a matter of information only and confers no rights upon a holder of a Certificate of Participation. This provision does not amend, extend or alter the coverage afforded by the Master Policy.

COMMUNITY SPACE AGREEMENT

OSCEOLA COUNTY 4H AND FFA FAIR

AND

OSCEOLA COUNTY

This agreement is made by and between the Osceola County 4H and FFA Fair, hereinafter known as “Fairgrounds” and Osceola County regarding property owned in Evert, Michigan, wherein Osceola County Commission on Aging (OCCOA) is located and described as the North end of the Evert property measuring 58.5 feet east to west and 200 feet north and south beginning just north of the end of the blacktop herein after known as “property.”

Whereas, the Fairgrounds and Osceola County desire to enter into a contract as designated in the following terms and conditions:

Osceola County shall allow the use of the property at the OCCOA location by the Fairgrounds during the summer months of June through September.

In return for the use of the property, the Fairgrounds agrees to the following:

1. All County property used by the Fairgrounds shall be maintained in a clean and orderly state. No household refuse will be visible on the premises and campers and/or the Fairgrounds will make sure the grounds are returned to original conditions. Any holes dug must be filled in.
2. The Fairgrounds will obtain approval from the Osceola County Board of Commissioners prior to any permanent changes to the property.
3. Liability insurance covering all operations and occupancy for the use of the property with a minimum limit of \$1,000,000 combined single limit personal injury, bodily injury and property damage will be required listing Osceola County as Additional Insured. Variances from these amounts must be approved in writing by the Osceola County Board of Commissioners. A Copy of the insurance certifications shall be provided to the County annually. **Additional Insured shall include: “It is understood and agreed that the following shall be additional Insured: Osceola County, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers.”**
4. Notice of Cancellation, Reduction or Change of Insurance – It is understood and agreed that Thirty (30) Days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Osceola County, c/o County Coordinator, 301 West Upton Avenue, Reed City, Michigan, 49601

5. The Fairgrounds is responsible for providing all services to anyone allowed to use the property on their behalf.
6. The Fairgrounds will inform the OCCOA of needed repairs/maintenance required or damage done to the property.
7. The Fairgrounds shall reimburse Osceola County for any costs incurred due to requested development or changes to the property and/or repairs or damages to the property caused by the Fairgrounds use of the property.
8. To the extent permitted by law, the Fairgrounds hereby releases Osceola County, its elected and appointed officials, employees and volunteers and others working in behalf of Osceola County from any and all liability or responsibility to the Fairgrounds or anyone claiming through or under the Fairgrounds by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty, even if such fire or other casualty shall have been caused by the fault or negligence of Osceola County, its elected and appointed officials, employees or volunteers, or others working in behalf of Osceola County. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Fairgrounds occupancy or use, and the Fairgrounds policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Fairgrounds to recover thereunder. The Fairgrounds agree that its policies will include such a clause or endorsement.
9. To the fullest extent permitted by law the Fairgrounds agrees to defend, pay on behalf of, indemnify, and hold harmless Osceola County, its elected and appointed officials, employees and volunteers, and others working on behalf of Osceola County against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Osceola County by reason of personal injury,, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract and operations of the Fairgrounds or its sponsors conducts. .

It is hereby agreed between the parties that this agreement shall be for a term of three (3) years, with an automatic renewal for the sum of \$1.00. This contract may be terminated for any or no reason upon thirty (30) days written notice by either party.

Dated this _____ day of _____, 2017.

Osceola County 4H and FFA Fair Date

Osceola County Board of Commissioners Date