



Wexford County

FINANCE AND APPROPRIATIONS COMMITTEE

*Michael Musta, Chair*

**NOTICE OF MEETING**

The Finance & Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, July 9, 2020 beginning at 4:00 p.m. in the Commissioners' Room, Third Floor, 437 E. Division St., Cadillac, Michigan.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JUNE 24, 2020, REGULAR MEETING MINUTES.....1
- F. PUBLIC COMMENTS  
*The Committee welcomes all public input.*
- G. AGENDA ITEMS
  - 1. Approval of Claims (*A. Nyman, County Clerk*)
  - 2. FY 2021 Draft Budget Calendar .....5
  - 3. RFP Historic Courthouse Windows .....6
  - 4. Canteen Services of Northern Michigan.....7
  - 5. Budget Amendment(s) .....22
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD  
**FINANCE & APPROPRIATIONS COMMITTEE MEETING**  
REGULAR MEETING MINUTES  
June 24, 2020

The meeting was called to order by Chairman Musta at 4:00 p.m. in the Commissioners' Room of the Courthouse.

Members Present: Mike Musta, Brian Potter, Gary Taylor and Julie Theobald

Members Absent: None

Also Present: Ashley Clark, Accounts Payable/Deputy Clerk; Melanie Danforth, Chief Deputy Clerk; Norma Kijorski, Senior Executive Assistant; Janet Koch, County Administrator; Kent Myers, Veteran Services Director; Kristi Nottingham, Treasurer; Joe Porterfield, Equalization Director; Misty Stark, Community Corrections Manager; Members of the Public

**ADDITIONS OR DELETIONS TO THE AGENDA**

**Added:** G.6. Pay Increase for Veterans Service Officer; G.7. MERS Budget Amendments

**APPROVAL OF THE AGENDA**

**A motion was made by Taylor and supported by Theobald to approve the agenda, as amended. A vote was requested. All in favor.**

**APPROVAL OF THE MINUTES**

**A motion was made by Theobald and supported by Potter to approve the June 11, 2020 Regular Meeting Minutes. A vote was requested. All in favor.**

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

***G.1. Approval of Claims***

**A motion was made by Potter and supported by Taylor to pay the bills in the amount of \$321,313.25.**

Ms. Clark reported no additional claims were added.

**A vote was called. All in favor.**

***G.2. Year-to-Date Revenue & Expense Report***

Ms. Koch pointed out that revenues are approximately 2.3 million, however expenditures are approximately 5.1 million thus the reason for a Fund Balance policy. If the County did not have the policy it might need to borrow money until revenues started coming in. She also pointed out that expenditures in Fund 261, Dispatch, are higher than they should be however it is due to the recent budgeted purchase of needed equipment.

***G.3. US District Court Substance Abuse Testing***

**A motion was made by Theobald and supported by Taylor to forward the US District Court Substance Abuse Testing Services to the full board with a recommendation to approve.**

Ms. Stark stated that this is an annual Federal agreement.

**A vote was requested. All in favor.**

**G.4. NMCAA Project Administration Agreement**

**A motion was made by Taylor and supported by Theobald to forward the Northwest Michigan Community Actions Agency Contract for Services Program Income to the full board with a recommendation to approve.**

Chairman Musta noted that this is an annual agreement and mentioned that Program Income (PI) approval was increased from \$7,000 to \$10,000.

**A vote was requested. All in favor.**

**G.5 Budget Amendment(s)**

**A motion was made by Potter and supported by Theobald to forward the budget amendment dated 7/1/2020 to the full board with a recommendation to approve.**

Chairman Musta noted that the budget amendment summary was self-explanatory and did not have any additional questions.

**A vote was requested. All in favor.**

**G.6. Pay Increase for Veterans Service Officer – Attachment 1**

Chairman Musta referenced the handout. He requested that Kent Myers address the issue.

Mr. Myers stated his recommendation was made to the Veterans Committee on June 10 to increase the wage of the Veterans Service Officer, VSO, by \$1.00. He also stated that the funds are in the budget and no budget amendment will be needed.

Comm. Potter questioned the wage scale and step increase. Mr. Myers reported that the VSO does not follow a wage scale which is set by the Veterans Committee. A lengthy discussion took place on the wage scale and part-time positions.

Ms. Koch recommended Mr. Myer and the Veterans' Committee identify a wage scale level for the VSO position.

**A motion was made by Theobald and supported by Taylor to increase the VSO's hourly wage by \$1.00.**

Mr. Porterfield cited information on the VSO's performance. However, there is a pay scale that should be followed and raises given at a certain time. He stated that the County Clerk requested legal counsel to clarify who has authority to set the wages. It was stated that the Veterans' Committee does not set the wages, the Board of Commissioners do.

Additional conversation took place. Ms. Koch stated that part-time employees have a level, however, irregular part-time do not have a level. It was stated that a level should be set and that the Veterans' Committee will do that. Then the HR/PS Committee will review the wage level and determine if it is appropriate.

**Comm. Theobald withdrew her motion and Comm. Taylor withdrew his support.**

It was stated that all part-time including irregular part-time should be put into a wage scale so that the Board does not deal with this issue again.

**G.7. MERS Budget Amendments**

**A motion was made by Theobald and supported by Taylor to have the County Administrator and Treasurer's Office make the appropriate budget amendments for budgeting 2020 MERS payments for fund 249 at \$29,400 and for fund 260 at \$33,600 and forward to the full board for approval.**

Ms. Koch stated that the final details are still being worked out and will be brought back to the Committee. She noted that the Building Department will save approximately \$13,600 annually and Community Corrections will save approximately \$38,000.

**A vote was requested. All in favor.**

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Ms. Koch, County Administrator, reported the following:

- The 2021 Proposed Budget Calendar will be presented next month. She is currently waiting for the State of Michigan to finalize their budget expectations.
- Received the second draft of the financial audit. Completion should be done prior to June 30.
- Information was received from MML, Michigan Municipal League, which stated that there might be State COVID-19 money for hazard pay in April. Also there is new information on the Federal CARES Act regarding money for Public Safety wages.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

Comm. Theobald commented on the part-timers and issuing levels for them.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion to adjourn was made by Theobald and supported by Taylor at 4:24 p.m. A vote was called. All in favor.**

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Michael Musta, Chairman

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Norma Kijorski, Recording Secretary

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**


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**TO:** Finance Committee  
**FROM:** Administration  
**FOR MEETING DATE:** June 24, 2020  
**SUBJECT:** Pay Increase for Veterans Service Officer

SUMMARY OF ITEM TO BE PRESENTED:

Veterans Service Officer past wage history:

Part-time (29 hours/week)

Start date: June 17, 2019

Starting wage: \$16.50

Wage increase of \$1.50 on December 16, 2019 by the Veterans Services Committee.

Wage increase of \$.50 on January 1, 2020 per the BOC for all non-union employees.

Current wage: \$18.50

The Veterans Services Committee has recommended a \$1.00 per hour wage increase. As of June 17, 2020, the Veterans Service Officer has worked 1,404.25 hours.

2020 Non-union Wage Scale								
INCREASE	LEVEL	START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
<b>2020</b>	1	\$12.62	\$13.28	\$13.89	\$14.57	\$15.22	\$15.56	\$15.91
<b>\$0.50</b>	2	\$13.05	\$13.74	\$14.36	\$15.08	\$15.70	\$16.07	\$16.42
<b>Non-Union</b>	3	\$13.44	\$14.16	\$14.82	\$15.52	\$16.18	\$16.55	\$16.92
	4	\$13.86	\$14.61	\$15.27	\$16.04	\$16.72	\$17.11	\$17.49
	5	\$14.29	\$15.07	\$15.74	\$16.51	\$17.23	\$17.63	\$18.03
	6	\$14.69	\$15.45	\$16.19	\$16.96	\$17.75	\$18.17	\$18.57
	7	\$15.09	\$15.85	\$16.66	\$17.08	\$18.25	\$18.67	\$19.10

Currently, policy is unclear on when part-time employees receive step-increases. Although this position is non-union, the TPOAM contract is the most applicable to this position. The TPOAM General union contract states in Section 25.2:A.:

“Step Increase – Permanent part-time employees receive step increases at the point in time that they have worked 1,950 on the job”

The Clerk’s Office has confirmed that past practice for non-union part-time employees has also been to award the step increase once the employee has worked 1,950 hours.

RECOMMENDATION:

Administration recommends the Veterans Services Committee evaluate the position and classify it into a wage level that is included in the wage scale shown above and then forward it to the Human Resources/Public Safety Committee for approval.

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Finance Committee  
**FROM:** Janet Koch, Administrator  
**FOR MEETING DATE:** July 9, 2020  
**SUBJECT:** FY 2021 Budget Calendar

**SUMMARY OF ITEM TO BE PRESENTED:**

The FY 2021 Draft Budget Calendar will be presented at or before the Finance meeting on July 9. Communication is currently on-going with the department heads regarding the 2021 revenues and expenditures.

Plus, the County is currently waiting for the State budget and what reductions in revenue are likely to result.

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Finance Committee  
**FROM:** Purchasing Committee  
**FOR MEETING DATE:** July 9, 2020  
**SUBJECT:** Historic 1913 Courthouse Windows Project

**SUMMARY OF ITEM TO BE PRESENTED:**

A Request for Proposals, RFP, was published on the County website and in the Cadillac News Thursday through Saturday, June 25, 2020 through June 27, 2020.

A mandatory pre-bid site visit was held on Tuesday, June 30 at 1:00 p.m. Adam Kerr, Maintenance Director and Janet Koch, County Administrator accompanied the following vendors during the site visit:

- City Glass Shop, Inc.
- Grand Traverse Construction
- Spence Brothers Construction
- First Contracting, Inc.
- Orshal Construction

The bids are scheduled to be opened at 3:30 on July 9. The results will be brought to the Finance Committee.

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Finance Committee  
**FROM:** Janet Koch, Administrator  
**FOR MEETING DATE:** July 9, 2020  
**SUBJECT:** Canteen Food Services Agreement

**SUMMARY OF ITEM TO BE PRESENTED:**

Canteen Services of Northern Michigan provides daily meals for the Wexford County jail inmates. The existing agreement with Canteen Services is effective September 1, 2017 through August 31, 2020. (See attached.)

Section V(A) of the agreement lists a rate schedule that decreases its per meal price as the daily meal count increases. The contract was negotiated to coincide with the opening of the new jail and an increased inmate population in Wexford County. The rate schedule's low end is a daily meal count from 102-117 (\$3.07/meal) and tops out at 404 + (\$1.59/meal).

One of the many results of COVID-19 is a significantly reduced jail inmate population. Sheriff Trent Taylor reported at the June 23, 2020 Human Resources/Public Safety Committee meeting that the jail population was 38; prior to the pandemic the population had been 110.

Canteen Services has submitted an addendum to the agreement (see attached), asking that Wexford County agree to a temporary price increase of \$0.30 per meal until the daily meal count returns to an average of 74, at which time the meal price would revert to the contracted amount.

The budget for the line item 101-351-742.00 Kitchen Supplies is \$250,000. January through May costs have been expensed to date, leaving an available balance of \$176,978.66, just over 70%.

**RECOMMENDATION:**

Administration recommends the Finance Committee forward to the full board for approval the Canteen Services contract amendment.

**FOOD SERVICES CONTRACT  
FOR  
WEXFORD COUNTY CORRECTIONAL FACILITY**

This contract made and entered into this 30th day of June 2017, by and between the County of Wexford, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), acting on behalf of the Wexford County Sheriff's Department (hereinafter referred to as the "Sheriff"), and Canteen Services of Northern MI, Inc., a Michigan Corporation, whose business address is 2259 Traversefield Drive, Traverse City, MI 49686 (hereinafter referred to as the "Contractor").

**WITNESSETH:**

**WHEREAS**, the County and the Sheriff desire to obtain the services of an independent contractor to provide food services at the Wexford County Correctional Facility at 820 Carmel Street, Cadillac, MI 49601 (hereinafter referred to as the "Correctional Facility"); and

**WHEREAS**, the Contractor submitted a proposal to the County to provide the food services at the Correctional Facility which the County requires; and

**WHEREAS**, the County accepts the Contractor's proposal, subject to the terms and conditions of this contract.

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

**I. Statement of Work**

The Contractor shall undertake, perform and complete the following services:

A. Kitchen Operations

The Contractor shall be responsible for the overall operations of the kitchen facilities within the Correctional Facility. Specifically, the Contractor shall be responsible for:

1. Menu development and supervision, including periodic review by a registered dietitian in accordance with the requirements of the Michigan Department of Corrections.
2. Maintain appropriate supervision.
3. Employment of appropriate staff.
4. Purchasing of food and supplies.

5. Cleanliness of kitchen and equipment.
6. Meeting requirements of the Michigan Department of Corrections, the Michigan Public Health Code.

B. Inmate Food Services

1. Prepare and serve three (3) meals per day for each day of the calendar year. Meals are to be available at times specified by the Sheriff, and are to meet all standards of the Michigan Department of Community Health.
2. Post and endeavor to adhere to a four (4) week menu. Necessary changes in the menu shall be in writing to the Jail Administrator.
3. Provided meals shall be appropriate for the specific time of day, and pass a periodic review by a registered dietitian, provided by the Contractor.
4. Prepare meals meeting special diets as required by the Jail Medical Section and communicated through the Jail Administrator.
5. Design a system to provide sack lunches for inmates assigned to work release, or other assignments.
6. Meet other special requests or conditions coordinated through the Jail Administrator.

C. Food Items under Governmental Commodities Federal Agreement

The Sheriff and County shall assist the Contractor with the maintenance of the Federal Agreement to receive food items under the Governmental Commodities.

D. Contractor's Proposal.

The Attachment A is incorporated by reference into this Contract and made a part hereof. In the event there is any conflict between the terms of this contract and the Attachment A, the terms of this Contract shall prevail.

**II. Kitchen Equipment/Facilities**

A. The Contractor shall be entitled to use all County-owned equipment in the Correctional facilities kitchen. The County shall provide appropriate utilities (excluding telephone) for the operation of these facilities.

B. The County shall be responsible for any repair of County-owned equipment, excepting in a case of obvious neglect or of willful misuse by the Contractor. In

the event repairs of County-owned equipment are required due to neglect or willful misuse by the Contractor, the Contractor shall repair and/or replace such equipment at the Contractor's own expense.

- C. With advance approval of the Sheriff, the Contractor may utilize the kitchen facilities for other purposes.
- D. The Contractor shall be responsible for any repair of Contractor-owned equipment, except in those cases of obvious neglect or willful misuse by the County.
- E. The County shall provide all eating trays and utensils, including cups, bowls, coffee pots, etc., involved in the food service program.
- F. The Contractor shall clean and sanitize all trays, utensils, cups, bowls, coffee pots, etc., and the kitchen area.

### **III. Security Restrictions**

In as much as the correctional facility is a secure institution, the Contractor will be expected to adhere to the following:

- A. Follow all security rules of the Correctional Facility.
- B. Coordinate any changes in operation with the Corrections Shift Commander (sergeant) and/or Jail Administrator.
- C. Submit names, dates of birth, and driver's license numbers of all employees who may work within the kitchen facility.
- D. The Sheriff reserves the right to refuse admittance to any person or persons who may constitute a security risk to the Correctional Facility.

### **IV. Inmate Trustees**

- A. The Sheriff shall provide a minimum of one (1) inmate trustee, to assist in the kitchen operation within the Correctional Facility.
- B. The inmate trustee shall assist the Contractor with all duties related to food preparation and kitchen clean up.

### **V. Compensation**

Payment will be made monthly by the County upon receipt of the Contractor's billing statement for all meals served within the Correctional Facility.

- A. The County agrees to pay the Contractor a sum at meal rate prices according to the following scale served at the Correctional Facility until August 31, 2020 for thirty-six months.

MEAL COUNT	Price
102-117	3.07
118-135	2.95
136-151	2.75
152-167	2.55
168-173	2.45
174-199	2.35
200-213	2.20
214-237	2.10
238-267	2.00
268-296	1.90
297-323	1.80
324-349	1.75
350-376	1.69
377-403	1.64
404 and Up	1.59

- B. Payment under this Contract shall be made no more frequently than once monthly to the Contractor by the County upon receipt and approval by the Sheriff of the Contractor's billing statement for all meals served within the Correctional Facility since the issuance of the last billing statement.
- C. Contractor's billings should be mailed to the County's Sheriff or to such other person(s) as the County may designate:
- D. All bills received and approved by the Sheriff shall be processed and paid in accordance with the County's procedure for payment of Accounts Payable.

**VI. Project Control and Reports**

- A. The Contractor shall carry out the services required by this contract under the review of the Sheriff and/or his designated representatives and the person(s) designated by the County's Board of Commissioners. The Jail Administrator shall have authority over the Correctional Facility's kitchen area.
- B. Although there shall be continuous liaison with the Contractor's team, the Sheriff and the person(s) designated by the County's Board of Commissioners will meet as needed with the Contractor's Food Director for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.

**VII. Accounting Procedures**

The Contractor's accounting procedures and internal financial control shall conform to generally accepted accounting practices in order that the costs allowed by this Contract can be readily ascertained and expenditures verified therefrom.

**VIII. Maintenance of Records**

The Contractor shall keep and maintain records covering the services rendered and expenditures made pursuant to this contract for not less than three (3) years after termination of this contract.

**IX. Information and Reports**

The Contractor shall prepare and submit to the County's Board of Commissioners and/or Sheriff such information and/or reports regarding the services being provided under this contract, which either may request. Such information or reports shall be submitted to the requesting party within ten (10) business days from the date of the Contractor's receipt of the request.

**X. Access to Books, Documents, Papers, and Records**

All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders, and contracts of the Contractor relating to the services to be performed by the Contractor under this Contract shall be open to inspection during the County's regular working hours by the County through its representatives. Refusal to allow the County's representatives access to and/or copies of said books, documents, papers and records shall constitute a material breach of this Contract and grounds for termination. In addition, the County, through its representatives, shall be entitled, at the County's option, to conduct audits of all books, documents, papers and records pertaining to the services required by this Contract.

**XI. Applicable Law and Venue**

This Contract shall be construed according to the laws of the State of Michigan. The County and the Contractor agree that the venue for any legal or equitable action under this Contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event any action is brought under this Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**XII. Nondiscrimination**

The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, a disability that is unrelated to the individual's ability to perform duties of a particular job or position, weight or marital status.

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

1. The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.
2. Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394 and regulations promulgated thereunder.
4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat. 328 (42 USCA §12101 et. seq.), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Contract.

**XIII. Compliance with the Law**

The Contractor shall provide the services to be performed under this Contract in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

**XIV. Independent Contractor**

It is expressly understood and agreed that the Contractor is an independent contractor. The employees, agents and subcontractors of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants and agents of the County or the Sheriff. The Contractor's employees, agents and subcontractors shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation and/or sick leave or longevity. The Contractor shall be responsible for payment of all compensation due and owing its officers, employees, agents and subcontractors for services they have performed under this Contract and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The Contractor shall carry worker's disability compensation insurance coverage for its employees, as required by law.

**XV. Indemnification and Hold Harmless**

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceeding, court costs, and attorney fees resulting from any acts, omissions or negligence of the Contractor, its officers, employees, agents and subcontractors that may arise out of this Contract. The Contractor's responsibilities to the County as set forth in this section shall not be

mitigated by the insurance coverage obtained by the Contractor pursuant to the requirements of this contract.

**XVI. Liability Insurance**

During the duration of this contract, the Contractor shall maintain the insurance coverage's outlined below. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall also be with insurance companies acceptable to the County, and who have an A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Disability Compensation Insurance including Employers' Liability Coverage, as required by law.
- B. Commercial General Liability Insurance on an "occurrence basis" covering its activities under this contract with limits of liability of not less than \$2,000,000.00 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; and (4) Broad Form General Liability Endorsement or equivalent.
- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage's, with limits of liability of not less than \$500,000.00 per occurrence combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- D. The Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include the following as "Additional Insured's": County of Wexford, all elected and appointed officials, employees and agents.

All insurance policies providing the insurance coverage's required above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to:

Wexford County Administrator	and	Wexford County Sheriff
Courthouse		820 Carmel Street
437 East Division		Cadillac, MI 49601
Cadillac, MI 49601		

The Contractor shall provide to the County prior to commencing performance of services under this Contract and each year in which this Contract is in effect with certificates of insurance showing its possession of the insurance required.

**XVII. Term of Contract and Termination**

The Contractor shall commence performance of the services required by this Contract on September 1, 2017 and shall continue to perform such services and obligations through August 31, 2020, at which time this Contract will terminate unless extended by mutual written agreement of the authorized representatives of both the County and the Contractor.

Notwithstanding any other provisions in this Contract to the contrary, the County may terminate this Contract at any time, with cause, upon not less than thirty (30) days prior written notice to the Contractor. In the event this Contract is prematurely terminated as set forth herein, the Contractor shall be compensated for all services performed under this Contract up to the effective date of termination in accordance with Section V.

**XVIII. Waivers**

No failure or delay on the part of either of the parties to this Contract 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.

**XIX. Modifications, Amendments or Waivers of Provisions of the Contract**

Modifications, amendments or waivers of any provision of this Contract may be made only by the mutual written consent of the authorized representatives of both the County and the Contractor.

**XX. Assignment**

The Contractor shall not assign or otherwise transfer its duties and/or obligations under this Contract.

**XXI. Disregarding Titles**

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

**XXII. Complete Contract**

This Contract and Attachment A contain all the terms and conditions agreed upon by the parties hereto, and no other contracts or agreements, oral or otherwise, regarding the subject matter of this Contract or any part thereof, shall have any validity or bind any of the parties hereto.

**XXIV. Invalid Provisions**

If any clause or provision of this Contract 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 Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

**XXV. Certification of Authority to Sign Contract**

The persons signing on behalf of the County and the Contractor certify by their signatures that they are duly authorized to sign this Contract on behalf of the parties they represent and that this contract has been authorized by such party.

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

WITNESSED BY:

Elaine Richardson 7/19/17  
Date

COUNTY OF WEXFORD:

By: Leslie D. Housler  
Leslie D. Housler, Chairperson  
County Board of Commissioners

Alaina M. Myman 7/25/17  
Date

By: Elaine Richardson  
Elaine Richardson  
Wexford County Clerk

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Trent Taylor, County Sheriff

WITNESSED BY:

Jerry Myanowski 6/23/17  
Date

CANTEEN SERVICES OF  
NORTHERN MICHIGAN, INC.

By: Robert F. Oliverius  
Robert F. Oliverius  
General Manager

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

WITNESSED BY:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Greg Schae 6/26/17  
Date

COUNTY OF WEXFORD:

By: \_\_\_\_\_  
Leslie D. Housler, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
Elaine Richardson  
Wexford County Clerk

By: Trent Taylor  
Trent Taylor, County Sheriff

WITNESSED BY:

Jerry Myanivsk 6/23/17  
Date

CANTEEN SERVICES OF  
NORTHERN MICHIGAN, INC.

By: Robert F. Oliverius  
Robert F. Oliverius  
General Manager

**Attachment A**

**RESPONSIBILITIES OF CONTRACTOR AND JAIL**

	<u>CONTRACTOR</u>	<u>JAIL</u>
Food Costs	X	
Labor Costs	X	
Trustee Labor		X
Paper Goods	X	
Cleaning Supplies	X	
Uniforms	X	
Phone - Local	X	
Phone - Long Distance	X	
Expendable Replacements		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability	X	
Jail Facility Liability		X
Heavy Cleaning (Hoods, Ducts, Fans, "Filters")		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire System		X
Light Cleaning ( Daily)	X	
Sack Lunch Program	X	
Recordkeeping	X	
Equipment Replacement		X
Starting Expendable Inventory		X

**From:** [Janet Koch](#)  
**To:** [Jami Bigger](#)  
**Subject:** FW: Wexford County - Temporary Price Increase  
**Date:** Thursday, July 2, 2020 10:04:03 AM  
**Attachments:** [image001.png](#)

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**From:** [mstump@canteenservices.com](mailto:mstump@canteenservices.com) <[mstump@canteenservices.com](mailto:mstump@canteenservices.com)>  
**Sent:** Monday, June 29, 2020 10:11:19 AM  
**To:** Mike McDaniel <[mmcdaniel@wexfordcounty.org](mailto:mmcdaniel@wexfordcounty.org)>  
**Subject:** Wexford County - Temporary Price Increase

Good afternoon Lt. McDaniel,

I hope this finds you well, safe and healthy!

I wanted to follow-up on your recent discussion with Rich and Robin regarding the temporary price increase. As you are well aware, we are in challenging times and we are here to serve Wexford County during the COVID-19 crisis. We are working hard to provide the best inmate food services for all of our facility partners throughout Michigan and Indiana.

Canteen Services is acutely aware that out of precaution, that most all of our clients have significantly reduced their inmate population as a proactive measure to help stop the spread of COVID-19. With the reduction of the inmate population follows the reduction of inmate meals required to service your needs; however, the program Canteen Services has in place is based on meal quantities, hours of service, and labor requirements during 'normal times'. These reductions have a direct impact on our operating budget and our goal is to continue servicing your needs without disrupting the routine and stability within your facility.

Canteen Services is asking for your consideration for a temporary emergency meal price increase. I've attached Amendment I that provides some further details for your review. Canteen Services feels this request will be for a short period of time as most of the jail populations will return to their normal capacity.

Canteen Services wants to reassure you we are here, we are operational, and unwavering in our commitment to you and our loyal customers. We recognize this request for support comes during trying times.

Please don't hesitate to contact me if I can provide any further details.

Thanks again Lt. McDaniel and have a wonderful day!

**Michael Stump**  
**Vice President of Commissary &  
Business Development**  
**Tigg's Canteen Services**  
**616.450.5495**  
[mstump@canteenservices.com](mailto:mstump@canteenservices.com)



CANTEEN SERVICES, INC.  
FOOD SERVICES CONTRACT  
AMENDMENT I

This Amendment I to the Food Services Contract effective September 1, 2017 between the County of Wexford a municipal corporation and political subdivision of the State of Michigan ('County'), acting on behalf of the Wexford County Sheriff's Department ('Sheriff'), and Canteen Services of Northern Michigan, Inc., of which contract was subsequently acquired by, Canteen Services, Inc. on June 21, 2019 ('Canteen') shall be **effective June 28, 2020**. The parties do hereby mutually approve and agree to the following:

**TEMPORARY EMERGENCY MEAL PRICE INCREASE**

Due to the COVID-19 pandemic and the significant reduction of inmate population, within the Wexford County Jail, caused by this unprecedented situation; Canteen finds it necessary to implement a Temporary Price Increase in order to maintain the level of food service provided to Wexford County. Effective June 28, 2020 an additional \$0.30 per meal will be added to the current contracted meal price. Wexford County Jail had been averaging 92 meals per meal service (Breakfast, Lunch, and Dinner); once the meal count returns to an average of 74 the meal price will revert back to the current contracted price. While in effect Canteen will review this situation with County/Sheriff every 30 days.

All terms and conditions of the Agreement not amended by this Amendment I remain the same.

CANTEEN SERVICES, INC.

WEXFORD COUNTY

\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Authorized Signature                      Date

President  
\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Title

Jeffrey J. Tiggleman  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

7/15/2020

**G.5.**

**Wexford County Board of Commissioners  
Amendments to the 2020 Budget**

<b>Adj #</b>	<b>Acct</b>	<b>Acct Description</b>	<b>Revenue</b>	<b>Expense a.</b>
20200702	<b>101.215.702.03</b>	Permanent Employees		\$650
	<b>101.215.860.00</b>	Travel & Conferences		(\$650)
		Step increase for an employee		