



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, November 4, 2020 beginning at 4:00 p.m. in the Commissioners’ Room of the Historic Courthouse in Cadillac, MI, 49601.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS / DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENTS

The Board welcomes all public input.

I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected.

If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

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WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting *Wednesday, October 21, 2020

Meeting called to order at 4:00 p.m. by Vice Chairman Bengelink.

Roll Call: Present- Commissioners Joe Hurlburt, Ben Townsend, Michael Musta, Mike Bengelink, Mike Bush, Judy Nichols and Brian Potter.

Absent- Gary Taylor

Pledge of Allegiance.

Additions/Deletions to the Agenda- *None.*

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Bush to approve the agenda.

All in favor.

Employee Recognition- *None.*

Presentation and Reports-

Joanie Blamer, Acting Chief Executive Officer for Northern Lake Community Mental Health, provided the Board with their 2019 annual report. Currently they are in an agreement with 6 counties, including Wexford. Their funding is provided mostly by Medicaid, but they are very appreciative of the counties contribution as well.

She highlighted that in 2019, CMH had 5,109 registered individuals receiving service. Of that amount, 1,174 were Wexford County residents. She explained that that number is made up of people with developmental disabilities, adults with mental illness, and children with serious emotional disturbances.

With the added challenge of the COVID pandemic, they needed to switch to telehealth services which was difficult to some of their clients because of a lack of data plans. They were finding themselves taking iPads to clients porches, communicating with them, and then retrieving the iPads.

One Commissioner asked Ms. Blamer to explain how and why iPads were provided to local police. She explained that they provided those so that local law enforcement could contact a worker from CMH to determine if the person they were interacting with was one of their clients and needed additional assistance.

Several other Commissioners extended their appreciation to all that Community Mental Health has done for their families and the community.

Public Comment-

Al Sherburne, Mesick EMS, shared his concern with the merger between North Flight and MMR. He currently has an intercept agreement with North Flight, and he is concerned that will not carry over to MMR.

Consent Agenda

1. Approval of the October 7, 2020, Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Public Hearing-COVID-19 Grant
MOTION by Comm Theobald, seconded by Comm Potter to open the Public Hearing on the COVID-19 CDBG Funding, CARES Funding.

Roll call: Motion passed unanimously.

The Public Hearing was opened at 4:21pm and no one addressed the Board.

MOTION by Comm Theobald, seconded by Comm Nichols to close the public hearing.

All in favor.

2. CDBG Authorizing Resolution-COVID-19 Grant
MOTION by Comm Theobald, seconded by Comm Potter to approve Resolution 20-23 Authorizing Resolution for the CDBG grant.

Administrator Koch explained that the public hearing is a requirement for the grant application. She also explained that it was still unsure if these were going to be eligible expenses.

Roll Call: Motion passed 8-0.

3. Resolution Condemning Threats to Governor/Politician
MOTION by Comm Theobald, seconded by Comm Bush to Approve Resolution 20-24, Denouncing Acts of Violence Against the Governor, any Politician, any Government Official, or any Citizen.

One Commissioner asked where this originated. It was explained that this was brought up because recent events that put Wexford County in the media.

Another Commissioner commented that whoever wrote the resolution did a great job.

Roll Call: Motion passed unanimously.

4. Employee Roster Increase-Jail

MOTION by Comm Potter, seconded by Comm Bush to amend department 101-351, 2020 employee roster from 20 Corrections Officers to 21.

Roll Call: Motion passed unanimously.

5. MIDC FY 2021 Agreement

MOTION by Comm Nichols, seconded by Comm Bush to approve the Michigan Indigent Defense Commission grant agreement for Fiscal Year 2021 and authorize the Board Chair to sign the grant agreement.

Roll Call: Motion passed 8-0.

6. COVID Preparedness and Response Plan Update

MOTION by Comm Musta, seconded by Comm Bush to approve the County Administrator, with the assistance of the Emergency Manager, to revise and implement the County's COVID-19 Preparedness and Response Plan as required.

One Commissioner questioned why Emergency Management isn't the one handling this. That Commissioner also asked if the Administrator has time to take this on. It was explained that it was a labor issue concern and no one really has time to take this on, but it will get done.

Another Commissioner pointed out that we are fortunate enough to have an Emergency Manager and that he was not satisfied with the answers provided. He felt that Travis Baker needed to be apart of this process.

Roll Call: Motion passed 5-2 with Commissioners Hurlburt and Potter voting against the motion.

7. Abilitia Telecommunications Analysis Report

MOTION by Comm Nichols, seconded by Comm Potter to approve the Abilita's Executive Summary of Recommendations and authorize the County Administrator to implement the recommendations.

One Commissioner asked what this was. It was explained that this is similar to our agreement with Tenurgy. This company was recommended by MAC to help save the County money on our phone service.

Roll Call: Motion passed unanimously.

8. Budget Amendment

MOTION by Comm Bush, seconded by Comm Theobald to approve the budget amendments dated 10/21/2020.

10/21/2020

Wexford County Board of Commissioners

Amendments to the 2020 Budget

Adj #	Acct	Acct Description	Revenue	Expense	a.
20201003	101.275.538.00	Beaches Grant	\$ 2,510		
	101.275.800.10	Contracted Services		\$ 2,510	

Additional revenue for the Beaches Grant has been received.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Koch explained to the Board that the windows are still looking like they will be installed in December.

She pointed out that last week was the first jury trial since February. She commended the Clerk's Office and Circuit Court for their hard work on getting everything prepared for that.

Ms. Koch also pointed out that Election Day is coming up, and the next Board meeting is the day after the election.

Correspondence- *None.*

Public Comments-

Alaina Nyman, County Clerk, informed the Board that Travis Baker had written an emergency plan for Election Day, and it was written very well. She also told the Board it was forwarded on to the Townships for them to hopefully approve something locally.

Liaison Reports-

Comm Theobald informed the Board of Ted Meyer's passing from the Fair board.

Comm Nichols attended the virtual meetings for NMCAA and MSU Extension. That information will be coming.

Comm Hurlburt pointed out that the Road Commission had a tractor catch fire, but no one was injured. He also met with Paul Owens from North Flight about the merger with MMR. Mr. Owens assured him that MMR is keeping the same people, and they will intercept for those they have agreements with.

Comm Townsend attended the Northern Lakes Community Mental Health meeting for their first in person meeting. He felt very encouraged for where they are heading.

Comm Bengelink attended the Lake Mitchell Improvement Board meeting in the parking lot where it was cold and windy.

Board Comments

Comm Nichols thanked everyone for coming.

Comm Hurlburt stated that Ted Meyer will be missed. Mr. Meyer always loved the fairgrounds, and his thoughts are with his family. He also commented about the World Series.

Comm Townsend attended Ted's funeral, and it was a wonderful message. He appreciated that twenty one gun salute, as well as taps. He said the County should be concerned with who will be replacing him.

Comm Theobald thanked Mr. Meyer for all he did for the County.

Comm Bengelink stated that Ted was an icon to the community, and he will be missed. He also assured that if Paul Owens is in charge of this merger with MMR, he is not concerned. He closed the meeting with a quote from Ronald Reagan.

Adjourn

MOTION by Comm Hurlburt, seconded by Comm Potter to adjourn at 4:42 p.m.

All in favor.

Mike Bengelink, Vice Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, County Administrator
FOR MEETING DATE: November 4, 2020
SUBJECT: Appreciation Resolution – Ted Meyer

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Theodore Raleigh Meyer, Ted Meyer, former President of the Northern District Fair Association, passed away recently.

The County would like to recognize his accomplishments posthumously as an individual who worked closely with the County.

A request for information regarding his past civic involvements has been sent to his wife. Once the information is obtained, a resolution of appreciation will be presented for consideration.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: L-4029 Report

SUMMARY OF ITEM TO BE PRESENTED:

The 2020 Tax Rate Request – Millage Request to the County Board of Commissioners, Form L-4029, is presented for approval.

RECOMMENDATION:

The Finance Committee recommends the full board approve Form L-4029.

2020 TAX RATE REQUEST (This form must be completed and submitted on or before September 30, 2020)
MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

County Wexford	2020 Taxable Value of ALL Properties in the Unit as of 5-03-20 1,029,627,323
Local Government Unit Wexford County	For LOCAL School Districts: 2020 Taxable Value Excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commerical Personal Properties if a millage is levied against them

**PLEASE READ THE
INSTRUCTIONS ON
THE REVERSE SIDE
CAREFULLY.**

You must complete this form for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec. 211.119.
The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election, Charter, etc.	(5) 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing of Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy*	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Alloc.	Gen. Operating	11/2/1971	7.5000	6.7797	0.9987	6.7708	1.0000	6.7708			Allocated
Voted	Senior	8/4/2020		1.0000	0.9987	0.9987	1.0000	0.9987		0.9987	12/31/2026
Voted	Safety	8/7/2018		1.4500	0.9987	1.4481	1.0000	1.4481		1.4481	12/31/2023
Voted	Veterans	8/7/2018		0.1000	0.9987	0.0998	1.0000	0.0998		0.0998	12/31/2023
Voted	Animal Control	8/4/2020		0.2000	0.9987	0.1997	1.0000	0.1997		0.1997	12/31/2023
Voted	MSUE	8/4/2020		0.1700	0.9987	0.1697	1.0000	0.1697		0.1697	12/31/2025

Prepared by Clifford Porterfield	Telephone Number 231-779-9470	Title Equalization Director	Date 10/12/20
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CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary, to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34, and for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, MCL 380.1211(3).

<input checked="" type="checkbox"/> Clerk	Signature	Type Name	Date
<input type="checkbox"/> Secretary		Alaina M Nyman	
<input checked="" type="checkbox"/> Chairperson	Signature	Type Name	Date
<input type="checkbox"/> President		Gary Taylor	

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2008 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	RATE
For Principal Residence, Qualified Ag. Qualified Forest and Industrial Personal	
For Commerical Personal	
For all Other	

*Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in Column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

**** IMPORTANT:** See instructions on the reverse side for the correct method of calculating the millage rate in column (5).

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 3, 2020
SUBJECT: Resolution 20-25 2020 Winter Millage Rate for Fiscal Year
2021 Budget

SUMMARY OF ITEM TO BE PRESENTED:

Resolution No. 20-25 is necessary for the 2020 levy of Public Safety, Senior Services, Department of Veteran Services, Animal Control Services and MSUE millages.

RECOMMENDATION:

The Finance Committee recommends the full board approve Resolution 20-25.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the fourth day of November, 2020, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 20-25
2020 WINTER MILLAGE RATE
FOR FISCAL YEAR 2021 BUDGET**

WHEREAS, the voters of Wexford County did approve, on August 7, 2018 an additional millage allocation of 1.45 Mills for Public Safety; and

WHEREAS, the voters of Wexford County did approve, on August 4, 2020, an additional millage allocation of 1.00 Mills for Senior Services; and

WHEREAS, the voters of Wexford County did approve, on August 7, 2018, an additional millage allocation of .10 Mills for Department of Veterans Services; and

WHEREAS, the voters of Wexford County did approve, on August 4, 2020, an additional millage allocation of .20 Mills for Animal Control Services; and

WHEREAS, the voters of Wexford County did approve, on August 4, 2020, an additional millage allocation of .17 Mills for Michigan State University Extension Services.

BE IT FURTHER RESOLVED, that the Wexford County Board of Commissions will levy a total of 1.4481 Mills in Ad Valorem Property Taxation in 2020 for operation of the Wexford County Public Safety Fund #205.

BE IT FURTHER RESOLVED, That the Wexford County Board of Commissioners will levy .9987 Mills in Ad Valorem Property Taxation in 2020 for operation of the Senior Citizens Services Fund #296.

BE IT FURTHER RESOLVED, That the Wexford County Board of Commissioners will levy 0.0998 Mills in Ad Valorem Property Taxation in 2020 for operation of the Department of Veterans services Fund #295.

BE IT FURTHER RESOLVED, That the Wexford County Board of Commissioners will levy 0.1997 Mills in Ad Valorem Property Taxation in 2020 for operation of the Animal Control services #225.

BE IT FURTHER RESOLVED, That the Wexford County Board of Commissioners will levy 0.1697 Mills in Ad Valorem Property Taxation in 2020 for operation of the Michigan State University Extension services #274.

BE IT FURTHER RESOLVED, that the Wexford County Board of Commissioners will receive all revenues generated by the Tri County Convention Facility Tax and the Health & Safety Fund Tax into the General Fund #101 and distribute them according to the guidelines developed by the State of Michigan.

BE IT FURTHER RESOLVED that the Wexford County Board of Commissioners will comply with Section 16 of the Uniform Budgeting and Accounting Act during Budget Hearings for the 2021 Budget.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS;

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I hereby certify that the forgoing is a true and complete copy of the Resolution 20-25 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on November 4, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: Community Corrections General Ledger Number

SUMMARY OF ITEM TO BE PRESENTED:

In the past, Fund 260 Community Corrections had been a self-supporting department through numerous revenue sources. However, revenue sources have shifted over the years and expenses have increased. Accordingly, the fund balance for Fund 260 has dropped over the years. Below are the audited fund balances for this fund from 2014 through 2019:

2014	\$248,576
2015	\$219,704
2016	\$170,168
2017	\$116,013
2018	\$36,032
2019	\$24,315

In 2020, the general fund subsidized Fund 260 by \$72,075. Part of the need for that transfer was due to pension costs. The pensions have since been recalculated and the only 2020 pension costs paid out of Fund 260 are directly related to Community Correction employees.

Even with the changes in pension allocation, the current draft 2021 budget for Fund 260 indicates that the fund will need to be subsidized by the general fund by approximately \$50,000. Given this situation, there seems little reason for Community Corrections to be accounted for in a separate fund.

Corinna Hervey, our financial advisor, is encouraging us to bring Fund 260 into the general fund. Kristi Nottingham, County Treasurer, agrees. Alaina Nyman, County Clerk, has been consulted and she has no objections. The Community Corrections Advisory Board has also been consulted. While the board had numerous questions, there were no objections to bringing Community Corrections into the general fund.

Ms. Hervey recommends that the change be made effective November 15, 2020. Ms. Hervey said when the DPW was transferred into the general fund at the end of a calendar year, it created problems with wage and benefit accruals.

RECOMMENDATION:

The Finance Committee recommends the full board approve the change in the general ledger numbers for Community Corrections.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: CESF Grant Contracts

SUMMARY OF ITEM TO BE PRESENTED:

The next step to obtain reimbursement for eligible expenses through the Michigan State Police-administered Coronavirus Emergency Supplemental Funding program is the signing of the grant contracts. Following are the three contract amounts for which we've received approved allocations:

Courts	\$64,089.08
Prosecutor	\$22,500
Sheriff	\$54,720

One large concern regarding the CESF program had been the necessity of creating an Equal Employment Opportunity Plan that would meet the lengthy federal requirements. However, I have received confirmation from our Grant Advisor at MSP that the Bureau of Justice Assistance has determined that EEOPs are not required for this grant.

The full Courts grant contract follows, along with all its pages of attachments. To reduce redundancy, only the first contract page and first attachment page for the Prosecutor and Sheriff's grants are included in your packet.

RECOMMENDATION:

The Finance Committee recommends the full board approve the grant contracts.

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF)

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

County of Wexford - Wexford County Courts

437 East Division Street
Cadillac, Michigan 49601
Federal ID: 38-6007337

hereinafter referred to as the "Contractor"
for

MSP Project Number: CESF-8-83-0294

I. Period of Agreement:

This Agreement shall commence on **3/01/2020** and continue through **09/30/2021**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$64,089.08.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$64,089.08.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.

III. Grant Summary:

COVID-19 has been a major disruption for the court systems. To keep plaintiffs, defendants, judges, and staff safe, we temporarily reduced court proceedings. As we safely reopen, we are instituting cleaning and screening measures, but more needs to be done. Funding will be used to increase connectivity and provide the ability for jurors to socially distance in the court and while deliberating.

IV. Program Budget:

The agreed upon Program Budget for this Agreement is referenced herein as Attachment 1, which is part of this Agreement through reference. Any change to the Program Budget, by either the Contractor or Department, requires a formal Amendment submitted to the Department.

Budget deviation allowances are not permitted.

V. Amendments:

Any change proposed by the Contractor which would affect the Department funding of any project, in whole or in part, must be submitted in writing to the Department for approval immediately upon determining the need for such change. Changes made to this Agreement are only valid if accepted by both the Contractor and the Department.

VI. Contractor Responsibilities:

The Contractor, in accordance with the general purposes and objectives of this Agreement, will:

A. Publication Rights:

1. The Contractor shall give recognition to the Department in any and all publications, papers and presentations arising from the program (including from subcontractors) herein by placing the following disclaimer on any and all publications, papers and presentations:

This project is supported by Michigan's FY 20 Coronavirus Emergency Supplemental Funding Program # 2020-VD-BX-0434, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice (DOJ), and administered by the Michigan State Police (MSP). Points of view or opinions contained within this document do not necessarily represent the official position or policies of the DOJ or the MSP.

2. The Department shall, in return, give recognition to the Contractor when applicable.
3. Where activities supported by this Agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
4. Any copyrighted materials or modifications bearing acknowledgment of the Department's name must be approved by the Department prior to reproduction and use of such materials.

B. Reporting Responsibilities:

Failure to comply with any reporting responsibilities identified in this Agreement may result in withholding grant payment(s) or the cancellation of grant award. The Contractor's lack of compliance will also be taken into account when considering future grant applications to, and awards from, the Department.

C. Uniform Crime Report (UCR):

The Contractor, and all of its subcontractors, must comply with 1968 PA 319, as amended. This law requires county sheriff's departments, as well as city, village, and township police departments to submit monthly UCR data to the Department.

D. Financial Reporting Requirements:

Financial reporting requirements shall be followed as defined within this section.

1. Reimbursement Method/Mechanism:

- a. All Contractors must register as a vendor to receive State of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits. Vendor registration information is available on the State of Michigan SIGMA Vendor Self Service (VSS) website located at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.
- b. This Agreement is reimbursement only. The Contractor must document that expenditures have been paid by local sources before requesting reimbursement from the Department.

- c. Reimbursement from the Department is based upon the understanding that Department funds will be paid up to the total Department allocation as agreed upon in the approved Budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.
- d. Should the Contractor discover an error in a previous reimbursement request, the Contractor shall immediately notify the Department and refund to the Department any funds not authorized for use under this Agreement and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenses.

2. **Financial Status Report (FSR) Submission:**

Once the Agreement has been signed and accepted, regardless of when this occurs, the Contractor is responsible for preparing and submitting an FSR for each quarter of the Agreement period. The various FSRs are outlined below:

- a. **FSR:**
FSRs must be prepared and submitted to the Department no later than 20 days after the close of each reporting period. An example is found in Attachment 2, which is part of this agreement through reference. Each reporting period's reimbursement request may only contain expenses from that reporting period. Reimbursement requests that include more than one reporting period's expenditures may not be granted and will be returned to the Contractor for explanation and/or correction and re-submission.
- b. **Obligation Report:**
An Obligation Report, based on annual guidelines, is a one-time FSR and must be submitted by the specified due date. In this report, the Contractor will provide to the Department an estimate of total expenditures for the date-specific Agreement period. The information from this report will be used to record the Department's year-end accounts payables and receivables for this Agreement.
- c. **Final FSR:**
A Final FSR is due 20 days following the end of the fiscal year or Agreement period specified. Final FSRs not received from the Contractor by the due date may result in the loss of funding requested on the Obligation Report and/or a potential reduction in the subsequent year's award, if/when applicable.

3. **Unobligated Funds:**

Any unobligated balance of funds held by the Contractor at the end of the Agreement period will be returned to the Department or treated in accordance with instructions provided by the Department.

4. **Program Income:**

The DOJ regulations allow Contractors to keep funds (program income) derived from grant activities, so long as these funds are used for the same purposes as the grant project. In the absence of such regulations, these funds would be required to be returned to the DOJ.

Program income means the gross income earned by the Contractor during the Agreement period as a direct result of the grant project.

All income generated as a direct result of a Department-funded project shall be deemed program income.

Program income may be used to further program objectives under this Agreement or may be refunded to the Department. Program income must be used for the purposes of, and under the conditions applicable to, the award specified in this Agreement. Program income may only be used for allowable program costs.

Asset forfeiture and treatment/lab fees are the most prominent program income derived from grant activity. The DOJ regulations require that program income be held in the custody of a governmental entity, with reporting on those funds to the State Administrative Agency (the Department).

When applicable, Program Income Reports (GCSD-208B) are to be filed quarterly with Contractor's FSR.

Any program not earning program income must fill out and submit to the Department a Program Income Waiver Report (GCSD-208A) within 30 days of the acceptance of this Agreement.

5. **Audits:**

This section applies to Contractors designated as subrecipients. Contractors designated as vendors are exempt from the provisions of this section.

a. **Single Audit:**

Contractors that expend \$750,000 or more in federal funds in a fiscal year after December 26, 2014, must submit a Single Audit prepared consistent with the Single Audit Act Amendments of 1996, and Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as revised or 2 C.F.R. 200.501. Contractors must also submit a Corrective Action Plan for any audit findings that impact Department-funded programs and a management letter (if issued) with a response.

b. **Financial Statement Audit:**

Contractors exempt from the Single Audit requirements that receive \$500,000 or more **in total funding** from the Department in state and federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS). Contractors exempt from the Single Audit requirements that receive less than \$500,000 of total Department grant funding must submit to the Department a Financial Statement Audit prepared in accordance with GAAS if the audit includes disclosures that may negatively impact Department-funded programs including, but not limited to fraud, financial statement misstatements, and violations of contract and grant provisions.

c. **Due Date and Submission Information:**

The required audit and any other required submissions (e.g., Corrective Action Plan and management letter with a response), must be submitted to the Department within nine months after the end of the Contractor's fiscal year to:

Michigan Department of State Police
Grants and Community Services Division
Attn: Grants Coordination Unit
P.O. Box 30634
Lansing, Michigan 48909-0634

d. **Penalty:**

i. **Delinquent Single Audit or Financial Statement Audit:**

If the Contractor does not submit the required Single Audit reporting package, management letter (if issued) with a response, and Corrective Action Plan; or the Financial Statement Audit and management letter (if issued) with a response within nine months after the end of the Contractor's fiscal year and an extension has not been approved by the cognizant or oversight agency for audit, the Department may withhold from the current funding an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Contractor is more than 120 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit. The Department may terminate the current grant if the Contractor is more than 180 days delinquent in meeting the filing requirements and an extension has not been approved by the cognizant or oversight agency for audit.

ii. **Delinquent Audit Status Notification Letter:**

Failure to submit the Audit Status Notification Letter, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's grant funding until the Audit Status Notification Letter is received.

e. **Other Audits:**

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

E. **Equipment Purchases and Title:**

Any Contractor equipment purchases supported in whole or in part through this Agreement must be listed in an Equipment Inventory Schedule (attachment 5). Equipment means tangible, non-expendable, personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to items having a unit acquisition cost of less than \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

All purchases supported in whole or in part through this Agreement must use procurement procedures that conform to the Contractor's local requirements.

F. **Record Maintenance/Retention:**

Maintain adequate program and fiscal records and files, including source documentation to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this Agreement will be maintained (may be off site) for a period of not less than four years from the date of grant closure, the date of submission of the Final FSR, or until litigation and audit findings have been resolved. All retention record guidelines set by the local jurisdiction (Contractor) must be adhered to if they require additional years beyond retention guidelines stated herein.

G. **Authorized Access:**

Permit upon reasonable notification and at reasonable times, access by authorized representatives of the Department, Program Evaluators (contracted by the Department), Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files, and documentation related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

The Department may conduct on-site monitoring visit(s) and/or grant audit(s) any time during the grant period. All grant records and personnel must be made available during any visit, including subcontractors, if requested.

The Department may request that a funded program be evaluated by an outside evaluation team contracted by the Department. Contractors shall work cooperatively with the evaluation team in such a manner that the program be able to be fully reviewed and assessed.

H. **Subcontractor/Vendor Monitoring:**

The Contractor must ensure that each of its subcontractors comply with the Single Audit Act of 1984, as amended, 31 U.S.C. 7501 *et seq.* requirements and must issue management decisions on audit findings of their subcontractors as required by OMB Circular A-133. The Contractor is responsible for reviewing all single audit adverse findings and ensuring that corrective actions are implemented. The Contractor will ensure subcontractors forward all single audits covering grant funds administered through the Department to the Contractor.

The Contractor must ensure that subcontractors are expending grant funds appropriately as approved and as specified through this Agreement and must conduct monitoring activities to ensure compliance with all associated laws, regulations, and provisions as well as ensure that performance goals are

achieved. The Contractor must ensure compliance for for-profit subcontractors as required by OMB Circular A-133, Section 210(e). The Contractor must ensure that transactions with vendors comply with laws, regulations, and provisions of contracts or grant agreements in compliance with OMB Circular A-133, Section 210(f).

1. **Subcontracts:**

Assure for any subcontracted service, activity, or product:

- a. That the Contractor will submit copies of all executed subcontracts within 60 days of the execution of this Agreement. Subcontracts should cover all personnel contained in the "contractual" line item within the grant budget. Each listed agency shall have its own subcontract signed by the Contractor and an employee of the subcontracted agency that is authorized to enter into legally binding contracts for the entity receiving funds. The failure to submit these documents to the Department within 60 days may result in withholding future payment or other penalties, as determined by the Department.
- b. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity. Exceptions to this policy may be granted by the Department upon written request within 30 days of execution of this Agreement.
- c. That any executed subcontract to this Agreement shall require the subcontractor to comply with all applicable terms and conditions of this Agreement, including all Certifications and Assurances referenced in this Agreement.
- d. That, in the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement shall prevail. A conflict between this Agreement and a subcontract, however, shall not be deemed to exist where the subcontract:
 - i. Contains additional non-conflicting provisions not set forth in this Agreement;
 - ii. Restates provisions of this Agreement to afford the Contractor the same or substantially the same rights and privileges as the Department; or,
 - iii. Requires the subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Agreement.
- e. That the subcontract does not affect the Contractor's accountability to the Department for the subcontracted activity.
- f. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services. All subcontractors must submit requests for reimbursement to the Contractor in a timely manner such that the Contractor can include these requests on the proper reporting period FSR. **Subcontractors must be paid within 30 days of receipt of invoice by the subcontractor.**

I. **Notification of Modifications:**

The Contractor must provide timely notification to the Department, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

J. **Software Compliance:**

The Contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this Agreement including, but not limited to: stored data, databases and interfaces for the production of work products, and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

K. **Notification of Criminal or Administrative Investigations/Charges:**

If any employee of the Contractor associated with this grant project becomes aware of a criminal or

administrative investigation or charge that directly or indirectly involves grant funds referenced in this Agreement, the Contractor shall immediately notify the Department's contract manager in writing that such an investigation is ongoing or that a charge has been issued.

VII. Department Responsibilities:

The Department, in accordance with the general purposes, objectives, and terms and conditions of this Agreement, will provide reimbursement based upon appropriate reports, records, and documentation maintained by the Contractor.

VIII. Department Contract Manager/Administrator of the Agreement:

The individual acting on behalf of the Department in administering this Agreement as the Contract Manager is:

Ms. Nancy Becker Bennett, Division Director
Michigan State Police
Grants and Community Services Division
P.O. Box 30634
Lansing, MI 48909-0634

Telephone: (517) 898-9496
Email: beckern@michigan.gov

IX. Agreement Suspension/Termination:

The Department and/or the Contractor may suspend and/or terminate this Agreement without further liability or penalty to the Department for any of the following reasons:

- A. This Agreement may be suspended by the Department if any of the terms of this Agreement are not adhered to. Suspension requires immediate action by the Contractor to comply with the terms of this Agreement; otherwise, termination by the Department may occur.
- B. Failure of the Contractor to make satisfactory progress toward the project completion.
- C. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- D. Filing false certification in this Agreement or other report or document.
- E. This Agreement may be terminated by either party by giving 15 days written notice to the other party. Such written notice will provide valid, legal reasons for termination along with the effective date.
- F. This Agreement may be terminated immediately if the Contractor, an official of the Contractor, or an owner is convicted of any activity referenced in Section VI, M, of this Agreement during the term of this Agreement or any extension thereof.

X. Final Reporting Upon Termination:

Should this Agreement be terminated by either party, within 30 days after the termination, the Contractor shall provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Contractor in excess of allowable reimbursable expenditures.

XI. Severability:

If any provision of this Agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this Agreement.

XII. Liability:

- A. To the extent allowed by law, all liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this Agreement shall be the responsibility of the Contractor, and not the responsibility of the Department, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Contractor, any subcontractor, or anyone directly or indirectly employed by the Contractor, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- B. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Department in the performance of this Agreement shall be the responsibility of the Department, and not the responsibility of the Contractor, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Department employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the state of Michigan, its agencies (the Department), or employees as provided by statute or court decisions.
- C. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Contractor and the Department in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Contractor and the Department in relation to each party's responsibilities under these joint activities, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Contractor, the state of Michigan, its agencies (the Department), or their employees, respectively, as provided by statute or court decisions.

XIII. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The Department will not assume any responsibility or liability for costs incurred by the Contractor prior to the full execution of this Agreement.
- D. All special conditions placed on the Department by the Department of Justice federal grant award document for grant 2020-VD-BX-0434 are agreed to by the Contractor. A copy of award 2020-VD-BX-0434 is included as an attachment for reference.
- E. The Contractor agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

XIV. Certifications and Assurances:

These Certifications and Assurances are applicable to the Contractor and all subcontractors of the Contractor. It is the Contractor's responsibility to ensure that subcontractors are adhering to the Certifications and Assurances. Failure to do so may result in termination of grant funding or other remedies.

A. Certifications:

Contractors should refer to the regulations cited below to determine the certification to which they are required to attest. Acceptance of this Agreement provides for compliance with certification requirements under 28 C.F.R. Part 69, "New Restrictions on Lobbying," 28 C.F.R. Part 67, "Government-wide Debarment and Suspension (Non-procurement)," and 28 C.F.R. Part 83, "Government-wide Requirements for Drug-Free Workplace (Grants)."

B. Lobbying:

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 C.F.R. Part 69, the Contractor certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and,
3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

C. Debarment, Suspension, and Other Responsibility Matters (Direct Recipient):

Pursuant to Executive Order 12549 (Debarment and Suspension), and implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 2867, Section 2867.20(a):

1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Have not within a two-year period preceding this application been convicted of a felony criminal violation under any federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at ojpcompliance@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - e. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

D. Federal Taxes:

If the applicant is a corporation, the applicant certifies that either (1) the corporation has no unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to OJP at ojpcompliancereporting@usdoj.gov, and after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Department and U.S. Government in this case.

E. Drug-Free Workplace:

1. As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R. Part 83, Subpart F, as defined at 28 C.F.R. Sections 83.620 and 83.650 the Contractor certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) of this section.
- d. Notifying the employee in the statement required by paragraph (a) of this section that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and,
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- e. Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d) (ii) of this section from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice
Office of Justice Programs
Attn: Control Desk
810 7th Street, N.W.
Washington, D.C. 20531

Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(ii) of this section, with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,

- ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (a), (b), (c), (d), (e), and (f) above.

F. **Standard Assurances:**

The Contractor hereby assures and certifies compliance with all applicable federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372 (Intergovernmental Review of Federal Programs); and, 28 C.F.R. Parts 66 or 70 (administrative requirements for grants and cooperative agreements). The Contractor also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. Parts 18, 22, 23, 30, 35, 38, 42, 61 and 63, and the award term in 2 C.F.R. § 175.15(b).
4. It will assist the awarding agency, if necessary, in assuring compliance with section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. § 470, Executive Order 11593 (Protection and Enhancement of the Cultural Environment), the Archeological and Historical Preservation Act of 1974, 16 U.S.C. § 469 a-1 *et seq.*, and the National Environmental Policy Act of 1969, 42 U.S.C. § 4321.
5. It will comply with Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), Executive Order 13559 (Fundamental Principles and Policymaking Criteria for Partnerships With Faith-based and Other Neighborhood Organizations), and the DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, which prohibits recipients from using DOJ financial assistance on inherently or explicitly religious activities and from discriminating in the delivery of services on the basis of religion. Programs and activities must be carefully structured to ensure that DOJ financial assistance is not being used for literature, classes, meetings, counseling sessions, or other activities that support twelve-step programs, which are considered to be religious in nature. The twelve-step programs must take place at a separate time or location from the activities supported with DOJ financial assistance and the participation of beneficiaries in twelve-step programs is strictly voluntary. It must make clear to any and all vendors and program participants that twelve-step programming is separate and distinct from DOJ-funded activities. It must also ensure that participants are not compelled to participate in twelve-step programs and cannot penalize a participant who chooses not to participate in a twelve-step program. It must ensure that employees fully funded by the DOJ are not involved with twelve-step programs whereby they are instructing or indoctrinating clients on the twelve steps. Employees of the Contractor or subcontractor shall clearly document the number of hours spent on secular activities associated with the DOJ-funded program and ensure that time spent on twelve-step programs is completely separate from time spent on permissible secular activities. In addition, at least one secular program must be provided as an alternative to twelve-step programming.

6. It will provide meaningful access to grant-funded programs and activities to Limited English Proficient (LEP) persons in accordance with Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C § 3789d. For a detailed discussion of the requirement to provide meaningful access to LEP persons, refer to the guidance issued by the DOJ on this matter entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons," 67 FR 4155-01 (June 18, 2002).

It will comply and require any and all subcontractors to comply with any applicable statutorily-imposed nondiscrimination requirements, including the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. § 3789d; the Victims of Crime Act of 1984, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002, 42 U.S.C. § 5672(b); the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C; the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G; Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); the DOJ implementing regulations at 28 C.F.R. Part 35; the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131-34; Title IX of the Education Amendments of 1972, 20 U.S.C. §§1681, 1683, 1685-86; and, the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-07; The DOJ regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38; The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*; and the Michigan Persons With Disabilities Civil Rights Act, MCL 37.1101 *et seq.*

a. **Notification:**

It may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability and may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. These laws also prohibit retaliation against an individual for taking action or participating in action to secure rights protected by these laws. It shall notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing. Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. It shall forward all discrimination complaints to the Department as described in the complaint procedures in Attachment 7. Subcontractors, clients, customers, program participants, or consumers may also report complaints to the Office of Justice Programs (OJP)/Office for Civil Rights (OCR) or the Michigan Department of Civil Rights (MDCR) directly, as outlined in Attachment 7, but the Contractor shall notify the Department of the complaint as soon as the complaint is known. In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Contractor or subcontractor, the Contractor shall forward a copy of the finding to the OJP/OCR and the Department.

b. **Training:**

Any and all DOJ-funded employees of the Contractor and subcontractors shall receive periodic training at least once every contract year regarding the responsibility of the entities to comply with applicable federal civil rights laws as a recipient of federal funds. The Department shall provide the Contractor with access to training developed by the OJP/OCR, which may be found at <https://www.ojp.gov/about/ocr/ocr-training-videos/video-ocr-training.htm>. The DOJ-funded employees of the Contractor shall complete the required training within 90 days of the start date of this Agreement and certify that the required training has been completed by signing the OCR Compliance Training Form. New employees shall complete the required training and provide a signed OCR Compliance Training Form to the Department within 90 days of the date of hire.

c. **Monitoring:**

The Department shall ensure that the Contractor is complying with all applicable civil rights laws and procedures by completing the Federal Civil Rights Compliance Checklist, see Attachment 8, with the Contractor during site monitoring visits and desk audits.

7. It shall determine if an Equal Employment Opportunity Plan (EEOP) is required, pursuant to 28 C.F.R. 42.301 *et seq.* If the Contractor is not required to formulate an EEOP, a certification form shall be sent to the OJP/OCR and the Office of Personnel Management (OPM) indicating that an EEOP is not required. If the Contractor is required to develop an EEOP, but is not required to submit the EEOP to the OCR, a certification form shall be sent to the OCR and the Department certifying that an EEOP is on file which meets the applicable requirements. If the Contractor is awarded a grant of \$500,000 or more, and has 50 or more employees, a copy of the EEOP shall be submitted to the OJP/OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form shall be submitted to the OPM). Additional information about the EEOP requirements may be found at <https://www.ojp.gov/about/ocr/eeop.htm>.
8. If the Contractor is a governmental entity:
 - a. It will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, 42 U.S.C. § 4601 *et seq.*, which governs the treatment of persons displaced as a result of federal and federally-assisted programs; and,
 - b. It will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

G. Non-Supplanting:

It is imperative that the Contractor understand that the nonsupplanting requirement mandates that grant funds may be used only to supplement (increase) a Contractor's budget, and may not supplant (replace) state, local, or tribal funds that a Contractor, inclusive of any subcontractors, otherwise would have spent on positions and/or any other items approved in the Grant Budget if it had not received a grant award.

This means that if your agency plans to:

1. Hire new positions (including filling existing vacancies that are no longer funded in your agency's budget), it must hire these additional positions on or after the official grant award start date, above its current budgeted (funded) level of positions.
2. Rehire personnel who have already been laid off (at the time of application) as a result of state, local, or tribal budget cuts, it must rehire the personnel on or after the official grant award start date, and maintain documentation showing the date(s) that the positions were laid off and rehired.
3. Maintain personnel who are (at the time of application) currently scheduled to be laid off on a future date as a result of state, local, or tribal budget cuts, it must continue to fund the personnel with its own funds from the grant award start date until the date of the scheduled lay-off and maintain documentation showing the date(s) and reason(s) for the lay-off. For example, if the grant award start date is July 1 and the lay-off is scheduled for October 1, then the grant funds may not be used to fund the officers until October 1, the date of the scheduled layoff.

Please note that as long as your agency can document the date that the lay-off(s) would occur if the grant funds were not available, it may transfer the personnel to the grant funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual personnel.

4. Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual personnel regarding the date(s) of the layoffs; and/or budget documents

ordering departmental and/or jurisdiction-wide budget cuts. These records must be maintained with your agency's grant records.

H. Hatch Political Activity Act and Intergovernmental Personnel Act:

The Contractor will comply with the Hatch Act of 1939, 5 U.S.C. 1501-08, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act of 1978, 42 U.S.C. 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

I. Health Insurance Portability and Accountability Act of 1996:

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) of 1996 is pertinent to the services that the Contractor provides to the Department under this Agreement, the Contractor assures that it is in compliance with the HIPAA requirements including the following:

1. The Contractor must not share any protected health data and information provided by the Department that falls within the HIPAA requirements except to a subcontractor, as appropriate under this Agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from the Department that falls under the HIPAA requirements in the terms and conditions of the subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this Agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The Contractor must have a policy and procedure to report to the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Section XI, Agreement Suspension/Termination, above.
7. In accordance with the HIPAA requirements, the Contractor is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from the Department or any other source.

XV. Unallowable Expenses and Activities:

- Costs in applying for this grant (e.g., consultants, grant writers).
- Any expenses incurred prior to the date of this Agreement.
- Any administrative costs not directly related to the administration of this Agreement.
- Indirect cost rates or indirect administrative expenses (only direct costs permitted).
- Personnel, including law enforcement officers, not connected to the project to which this Agreement refers.
- Hazard pay.
- Lobbying or advocacy for particular legislative or administrative reform.
- Fundraising and any salaries or expenses associated with it.
- Legal fees.

- All travel including first class or out-of-state travel, unless prior approval by the Department is received.
- Promotional items, unless prior approval by the Department is received.
- One-time events, prizes, or entertainment (e.g., tours, excursions, amusement parks, sporting events), unless prior approval by the Department is received.
- Honorariums.
- Contributions and donations.
- Management or administrative training or conferences, unless prior approval by the Department is received.
- Management studies or research and development (costs related to evaluation are permitted).
- Fines and penalties.
- Losses from uncollectible bad debts.
- Purchases of land.
- Memberships and agency dues, unless a specific requirement of the project, unless prior approval by the Department is received.
- Compensation to federal employees.
- Military-type equipment such as armored vehicles, explosive devices, and other items typically associated with the military arsenal.
- Purchasing of vehicles, vessels, or aircraft, including unmanned aerial systems, commonly referred to as UAS or drones.
- New construction.
- Service contracts and training beyond the expiration of this Agreement.
- Informant fees, rewards, or buy money.
- Expert witness fees.
- Canines and horses, including any food and/or supplies relating to the upkeep of such animals.
- Livescan devices for applicant prints including any related supplies.
- Weapons, including tasers and any supplies for weapons.
- Food, refreshments, and snacks.

Note: No funding can be used to purchase food and/or beverages for any meeting, conference, training, or other event. Exceptions to this restriction may be made only in cases where such sustenance is not otherwise available (e.g., extremely remote areas), or where a special presentation at a conference requires a plenary address where there is no other time for sustenance to be attained. Such an exception would require prior approval from the Department and the DOJ. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

XVI. Conditions on Expenses:

Costs must be reasonable and necessary. If required by the local jurisdiction, costs must be sustained by competitive bids. All contracts and subcontracts require prior approval by the Department. If detailed information is not included as part of the application process, the Contractor must submit a request seeking approval once the subcontractors are identified.

Individual consultant fees are limited to \$650 (excluding travel, lodging, and meal costs) per day, which includes legal, medical, psychological, and accountant consultants. If the rate will exceed \$650 for an eight-hour day, prior written approval is required from the Department. Compensation for individual consultant services is to be responsible and consistent with that paid for similar services in the marketplace.

XVII. Conflict of Interest:

The Contractor and the Department are subject to the provisions of 1968 PA 317, as amended, MCL 15.321 *et seq.*, and 1973 PA 196, as amended, MCL 15.341 *et seq.*

XVIII. State of Michigan Agreement:

This is a state of Michigan agreement and is governed by the laws of Michigan. Any dispute arising as a result of this Agreement shall be resolved in the state of Michigan.

XIX. Compliance with Applicable Laws:

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Agreement.

XX. Special Certification:

The individual electronically accepting this Agreement certifies by his/her acceptance that he/she is authorized to sign this Agreement on behalf of the Contractor.

XXI. Contractor Signature:

The Authorized Official's signature below represents the Contractor's legal acceptance of the terms of this Agreement, including Certifications and Assurances.

Name of Contractor's Authorized Official	Signature of Contractor's Authorized Official	Date
Name of Department's Authorized Official Ms. Nancy Becker Bennett	Signature of Department's Authorized Official	Date

PROGRAM BUDGET

CESF-8-83-0294

County of Wexford - Wexford County Courts - \$64,089.08

The proposed project covers a 19-month period from March 1, 2020 to September 30, 2021.

Supplies and Materials Expenses:

\$49,314.08

Wireless Access Points (3); HP ProBook laptop (5); iPad Pro (2); Desktop Printers (2); Circuit Court/jury room chairs to allow for social distancing (105); PPE including face masks, face shields, gloves, and disinfecting cleaning supplies; Temporal scanner (5); Office supplies/postage/paper for COVID related mailings; Guard w/safety glass; Polycarbonate shields (4).

Equipment Expenses:

\$9,000.00

Video capacity/portable amplification system.

Other Expenses:

\$2,175.00

Internet connectivity in jury room; "No Wait Inside" software (13).

Contractual Expenses:

\$3,600.00

Cadillac Janitorial, Inc., contractor sanitizes courthouse daily at noon for \$600/month for 12 months.

FY20 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) GRANT
FINANCIAL STATUS REPORT (FSR)

I. Applicant's Information			
1. Agency Name		2. Grant Number	
3. Address	4. City	5. State	6. ZIP Code
II. Financial Status Report (Due 20 days After the end of each quarter)			
7. Reporting Period			
March 1, 2020 – September 30, 2020			
October 1, 2020 – December 31, 2020			
January 1, 2021 – March 31, 2021			
April 1, 2021 – June 30, 2021			
July 1, 2021 – September 30, 2021			
III. Expenditure Detail (Must Attach Payment Documents such as Invoice(s) and Canceled Check(s))			
8. Expense Category	9. Expense Description	10. Total Expenditure Incurred for Period	11. Total Expenditure Incurred to Date
A. Overtime		\$	\$
B. Supplies/Materials		\$	\$
C. Equipment		\$	\$
D. Other		\$	\$
E. Contractual		\$	\$
12. Total Amount Incurred this Period		\$	
13. Total Cumulative Amount Incurred to Date			\$
IV. Reimbursement Request			
14. Amount Requested for Reimbursement		\$	
This is my final report.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
V. Certification			
I certify all statements in this report, including all requested supplemental information, are true, complete, and accurate to the best of my knowledge. I understand failure to submit any required reports may result in the termination of the grant. I understand this grant may be terminated if the Michigan State Police concludes I am not in compliance with the conditions and provisions required by the contract covering this grant or have falsified any information. By way of signature, I agree with all the conditions of this grant program.			
Agency's Authorized Official or Financial Officer Signature		Date	
Printed Name of Authorized Official or Financial Officer		Title of Authorized Official or Financial Officer	
For MSP Use Only			
Reviewed By:	Date:	Approved By:	Date:
Date sent to finance for payment:		Date received confirmation of payment:	

STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE

DATE: August 13, 2013

TO: Department Members

FROM: Nancy Becker Bennett, Director, Grants and Community Services Division (GCSD)

SUBJECT: Discrimination Complaint Procedures for Federal Grant-Funded Projects

I. Purpose

As a condition for receiving funding from the U.S. Department of Justice (DOJ), all recipients and subrecipients of such funding must comply with applicable federal civil rights laws. This document will establish written procedures for MSP employees and DOJ-funded grant subrecipients to follow if a complaint alleging discrimination is received from clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ.

II. Policy

Recipients and subrecipients of DOJ funding may not discriminate in employment on the basis of race, color, national origin, religion, sex, and disability. They also may not discriminate in the delivery of services or benefits on the basis of race, color, national origin, religion, sex, disability, and age. The MSP will notify subrecipients of their required compliance with the following statutes and regulations through the interagency agreement:

- The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-07), Ex. Order 13279 (equal organizations); and 28 C.F.R. Part 38 (U.S. Department of Justice Equal Treatment for Faith-Based Organizations).
- 28 CFR 42.301 et seq, which requires recipients determine if it is required to formulate an Equal Employment Opportunity Plan (EEO). If the recipient is not required to formulate an EEO, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Office of Personnel Management (OPM) indicating that it is not required to develop an EEO. If the recipient is required to develop an EEO, but is not required to submit the EEO to the OCR, it will submit a certification form to the OCR and the MSP certifying that it has an EEO on file which meets the applicable requirements. If the recipient is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEO to the OCR and OPM. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO

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requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy of the form should also be submitted to the OPM).

- Title VI of the Civil Rights Act of 1964 and the Omnibus Crime Control and Safe Streets Act of 1968m, which require subrecipients to provide meaningful access to programs and activities to Limited English Proficient (LEP) persons.

- The Michigan Elliott-Larsen Civil Rights Act, MCL 37.2101 et. Seq, which prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status in Michigan.

- The Michigan Persons With Disabilities Civil Rights Act, Act 220 of 1976, which defines the civil rights of persons with disabilities; to prohibit discriminatory practices, policies, and customs in the exercise of those rights; to prescribe penalties and to provide remedies; and to provide for the promulgation of rules.

These laws also prohibit agencies from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

In the event that a Federal or State court, or Federal or State Administrative Agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Contractor, subcontractor or vendor, they will forward a copy of the finding will be forwarded to the Office for Civil Rights, Office of Justice Programs and the Department.

The MSP will notify its own employees of their required compliance with the preceding civil rights statutes and regulations through an Official Order.

III. Definitions

Contract means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Complainant is a party that makes a complaint or files a formal charge.

Discrimination means treating an individual or a group of individuals adversely because of protected class status; or using a test, standard, or employment practice that has the effect if illegally excluding or screening in or out of a protected class.

MSP Employee is an individual providing services for and paid by the State of Michigan/Michigan State Police, including independent contractors, union and non-union employees, managers and supervisors, enlisted members and civilians.

Recipient is the entity which receives a monetary award from the DOJ.

Subcontract means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

1. For the purchase, sale or use of personal property or nonpersonal services which in whole or in part, is necessary to the performance of any one or more contracts; or
2. Under which any portion of the contractor's obligation under any one or more contracts is performed, undertaken or assumed.

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Subcontractor is any person holding a subcontract, and, for the purposes of this definition, any person who has held a subcontract subject to the order. The term "first-tier subcontractor" refers to a subcontractor holding a subcontract with a prime contractor.

Subrecipient is the entity that receives a monetary award from the DOJ recipient.

Subrecipient Employee is an individual or subcontractor being paid using DOJ grant funds.

IV. Complaint Procedures

The following are MSP's procedures for accepting and responding to discrimination complaints from subrecipient employees, clients, customers, program participants, or consumers of a MSP subrecipient implementing funding from the DOJ:

1. All discrimination complaints associated with DOJ grants shall be submitted to the Grants and Community Services Division (GCSD) by mail, telephone or e-mail to:

Michigan State Police
Grants and Community Services Division
333 S. Grand Ave.
Lansing, MI 48909
(517) 373-2960
MSP-CJGrants@michigan.gov

2. The GCSD Director will send the complainant a letter within 10 days from the date it was received to acknowledge receipt of the complaint, notify the complainant that it has been submitted to the Michigan Department of Civil Rights, and inform the complainant that he or she may also file a complaint directly with the federal Office for Civil Rights (OCR) at:

Office of Justice Programs
Office for Civil Rights
810 7th Street NW
Washington, DC 20531
(202) 307-0690
Fax: (202) 616-9865
TTY: (202) 307-2027

3. Within 10 days of the receipt of the complaint, the GCSD Director will send an email to the DOJ subrecipient to notify the agency that a complaint against has been filed against it.

4. The GCSD Director will forward the complaint to the Inspector of the MSP Office of Human Resources (OHR) immediately upon receipt of the complaint. The OHR Inspector or his or her designee will serve as the coordinator for all complaints regarding civil rights violations and will immediately forward the complaint to the Michigan Department of Civil Rights by emailing MDCRServiceCenter@michigan.gov. If MDCR informs the MSP that it does not have jurisdiction to investigate the complaint, the OHR Inspector will forward the complaint to the OCR for investigation.

The preceding complaint procedures are an attachment to the subrecipient contracts for all DOJ grants awarded by the MSP. Subrecipients must notify all clients, customers, program participants, or consumers of the types of prohibited discrimination, as well as the complaint procedures, in writing.

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Notification may include placing posters in an area that may be easily viewed by all and/or providing a paper copy to each of the listed types of individuals. Subrecipients must forward all discrimination complaints to the MSP as described in the complaint procedures. Subcontractors, clients, customers, program participants or consumers may also report complaints to the Office of Justice Programs/Office for Civil Rights or the Michigan Department of Civil Rights directly, but the MSP must be notified of the complaint by the subrecipient as soon as the complaint is known.

The MSP will ensure that all subrecipients are in compliance with the identified statutes and regulations by reviewing subrecipient procedures during site visits and other subrecipient monitoring activities.

5. The MSP, in cooperation with MDCR and OCR, will review and complete complaint investigations within 120-days. Complainants will receive written notification of the completion of the investigation and any associated findings within 10-days of the completion of the investigation. If the complexity of the investigation precludes this 120 day timeline from being met, the MSP shall notify the complainant in writing when it becomes aware that the investigation will not meet the 120 day timeline. This correspondence shall include a new timeline with an estimated completion date.

V. Training

All DOJ-funded MSP employees and subrecipients will receive periodic training at least once every contract year regarding their responsibility to comply with applicable federal civil rights in their capacity as a recipient of federal funds. Additionally, training will include review of these complaint procedures, including the employee's responsibility to refer discrimination complaints from clients, customers, program participants, or consumers to the appropriate MSP contact. The GCSD will provide DOJ-grant subrecipients and DOJ-funded MSP employees with access to OCR training modules, found on OCR's website, <http://www.ojp.usdoj.gov/about/ocr/assistance.htm>. Subrecipients will be required to certify they have completed this training during the first quarter of each grant cycle as part of their grant award agreement with the MSP.

These procedures and training requirements will also be disseminated to MSP employees via departmental memorandum and posted on the MSP intranet website. New employees will receive a copy of the procedures and access to the DHS training program during initial job training from any supervisor managing DOJ-funded employees.

VI. Monitoring

The GCSD has implemented a two-part process to ensure and monitor sub-recipients compliance with civil rights laws. Applicants must annually complete and submit to the GCSD the Civil Rights Compliance Questionnaire. Additionally, MSP grant advisors will complete the Civil Rights Compliance Questionnaire with applicants during on-site monitoring visits.

VII. Policy Dissemination

This policy shall be distributed to all MSP employees via a department-wide memorandum contingent upon final OCR approval. Additionally, the policy will be distributed via MSP's grant award agreement with DOJ-funded subrecipients as part of the standard grant award package.

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FEDERAL CIVIL RIGHTS COMPLIANCE CHECKLIST

1. If the sub recipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§ 42.301-.308, does the sub recipient have an EEOP on file for review?

Yes No

If yes, on what date did the sub recipient prepare the EEOP?

2. Has the sub recipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. §§ 42.301-.308? If the sub recipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

Yes- submitted an EEOP Short Form
 Yes- submitted a certification
 No

If the sub recipient prepared an EEOP Short Form, on what date did the sub recipient prepare it?

3. How does the sub recipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

4. How does the sub recipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the sub recipient have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the sub recipient with the [State Administering Agency] or the OCR?

Yes No

If yes, an explanation of these policies and procedures:

6. If the sub recipient has 50 or more employees and receives DOJ funding of \$25,000 or more: has the sub recipient taken the following actions:
- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services.
- Yes No
- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart1 G.

Yes No

- c. Notified participants, beneficiaries, employees, applicants, and others that the sub recipient does not discriminate on the basis of disability.

Yes No

Comments:

- 7. If the sub recipient operates an education program or activity, has the sub recipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

Yes No

- b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54.

Yes No

- c. Notified applicants for admission and employment, employees, students, parents, and others that the sub recipient does not discriminate on the basis of sex in its educational programs or activities.

Yes No

Comments:

8. Has the sub recipient complied with the requirement to submit to the OCR any findings of discrimination against the sub recipient issued by a federal or state agency or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

Yes No

Comments:

9. What steps has the sub recipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the sub recipient has developed a written policy on providing language access services to LEP persons:

10. Does the sub recipient conduct any training for its employees on the requirements under federal civil rights laws?

Yes No

Comments:

11. If the sub recipient conducts religious activities as part of its programs or services, does the sub recipient do the following?

a. Provide services to everyone regardless of religion or religious belief.

Yes No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instruction, or proselytization, and that such activities are kept separate in time or place from federally-funded activities.

Yes No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs.

Yes No

Comments:

EQUIPMENT INVENTORY REPORT

AUTHORITY: 2CFR 200.313; COMPLIANCE: Mandatory; records must be maintained by the subrecipient and be made available for monitoring or review purposes.

I. Grant Information				
1. Grant Award Name	2. Grant Award Year	3. Subrecipient Name		

II. Grant Purchased Equipment				
Equipment Item 1				
4. Equipment Description	5. Equipment ID Number	6. Equipment Source	7. Title Holder	
8. Acquisition Date	9. Equipment Cost	10. Equipment Location		11. Equipment Use
12. Equipment Condition	13. Disposition	14. Disposal Sale Price	15. Disposal Date	16. Federal Participation
Equipment Item 2				
4. Equipment Description	5. Equipment ID Number	6. Equipment Source	7. Title Holder	
8. Acquisition Date	9. Equipment Cost	10. Equipment Location		11. Equipment Use
12. Equipment Condition	13. Disposition	14. Disposal Sale Price	15. Disposal Date	16. Federal Participation
Equipment Item 3				
4. Equipment Description	5. Equipment ID Number	6. Equipment Source	7. Title Holder	
8. Acquisition Date	9. Equipment Cost	10. Equipment Location		11. Equipment Use
12. Equipment Condition	13. Disposition	14. Disposal Sale Price	15. Disposal Date	16. Federal Participation
Equipment Item 4				
4. Equipment Description	5. Equipment ID Number	6. Equipment Source	7. Title Holder	
8. Acquisition Date	9. Equipment Cost	10. Equipment Location		11. Equipment Use
12. Equipment Condition	13. Disposition	14. Disposal Sale Price	15. Disposal Date	16. Federal Participation
Equipment Item 5				
4. Equipment Description	5. Equipment ID Number	6. Equipment Source	7. Title Holder	
8. Acquisition Date	9. Equipment Cost	10. Equipment Location		11. Equipment Use
12. Equipment Condition	13. Disposition	14. Disposal Sale Price	15. Disposal Date	16. Federal Participation
Equipment Item 6				

4. Equipment Description		5. Equipment ID Number	6. Equipment Source	7. Title Holder
8. Acquisition Date	9. Equipment Cost	10. Equipment Location		11. Equipment Use
12. Equipment Condition	13. Disposition	14. Disposal Sale Price	15. Disposal Date	16. Federal Participation

III. Signature and Certification	
I certify the information provided is accurate and all equipment has been physically inspected within the last two years in accordance with state and federal regulations.	
<hr/> 17. Signature of Authorized Agent	<hr/> Date

Equipment Inventory Report Instructions

Pursuant to Title 2 Code of Federal Regulations Part 200.313, each item of equipment must be accounted for if acquired in whole or in part with federal funds awarded through the Michigan State Police, Grants and Community Services Division. This information must be maintained by the subrecipient and be available for monitoring and review purposes. Please Note: All equipment with a cost of \$5,000 or more per unit is required to be physically inventoried at least once every two years by the subrecipient.

Note: See the [DOJ Financial Guide](#), Section 3.7 Property Standards in Post Award Requirements for special conditions which apply to the ownership, use, and disposition of equipment acquired with Edward Byrne Memorial Justice Assistance Grant Program Funds.

1. Grant Award Name: Enter the grant award name as it appears on the grant agreement.
2. Grant Award Year: Enter the grant award year as it appears on the grant agreement.
3. Subrecipient's Name: Enter the subrecipient's name as it appears on the grant agreement.
4. Equipment Description: Give a brief description of the equipment (abbreviate, if necessary).
5. Equipment ID Number: Enter the serial number or other identification (ID) number. Subrecipient can enter his or her own inventory control number in this section as well. The objective is to assign a number that can be clearly traced from this form to the equipment item.
6. Equipment Source: Enter the name of the vendor from whom the equipment was purchased.
7. Title Holder: If the title is owned by the subrecipient, enter the subrecipient's name. If other than the subrecipient, list the owner of record.
8. Acquisition Date: Provide the month, date, and year the equipment was acquired.
9. Equipment Cost: Enter the invoice unit price of the equipment including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the equipment usable for the purpose for which it was acquired.

10. Equipment Location: If same address as subrecipient, indicate "same as subrecipient." If other than the subrecipient, identify the site where the equipment is located.
11. Equipment Use: Indicate the use for which the equipment was purchased.
12. Equipment Condition: Indicate whether the equipment is in "new," "excellent," "good," "fair," or "poor" condition.
13. Disposition: Enter the disposition of the property (i.e., damaged, lost, stolen, misplaced, sold, on loan) at the time of the last physical inventory or when knowledge of such is available.
14. Disposal Sale Price: If equipment has been sold, please enter the sale price.
15. Disposal Date: Please provide the month, date, and year of the disposal of equipment.
16. Federal Participation: Enter the percentage of federal funds used to purchase the equipment.
17. Signature of Authorized Agent: This form must be signed and dated by an authorized agent with first-hand knowledge of the facts presented. By signing this form, the authorized agent certifies: "the information provided is accurate and all equipment has been physically inspected within the last two years in accordance with federal program requirements, grant agreement, and applicable state and federal regulations."

This information must be maintained by the subrecipient and be available for monitoring and review purposes. Document transfer of property on Form ADM-404 Intra-agency Equipment Transfer and Change Notice.

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) GRANT CONTRACT

Grant Agreement

hereinafter referred to as the “Agreement”

between

Michigan State Police

hereinafter referred to as the “Department”

and

Wexford County Prosecutor’s Office

437 East Division Street

Cadillac, MI 49601

Federal I.D. #: 38-6007337

hereinafter referred to as the “Contractor”

for

MSP Project Number: CESF-8-83-0150

I. Period of Agreement:

This Agreement shall commence on **3/01/2020** and continue through **09/30/2021**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$22,500.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$22,500.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program

PROGRAM BUDGET
8-83-0150

Wexford County Prosecutor's Office – \$22,500

The proposed project covers a 19-month period from March 1, 2020 to September 30, 2021.

Supplies and Materials

ZOOM LICENSING FOR HOSTING MEETINGS @ \$160 EACH (X 1) = \$160.00

ADDITIONAL DESKTOP PRINTERS @ \$200 EACH (X 1) = \$200.00

DESKTOP SCANNERS @ \$1,000 EACH (X4) = \$4,000.00

MICROSOFT SERVER LICENSE @ \$840.00 EACH (X1) = \$840.00

MICROSOFT REMOTE DESKTOP SERVICES LICENSE @ \$166.00 EACH (X5) = \$830.00

FACE MASKS @ \$20.00 PER BOX (X 2 BOXES) = \$40.00

TEMPORAL SCANNER @ \$30.00 EACH (X 1) = \$30.00

CHERRYLAN SOFTWARE LICENSE FEE @ \$13,000.00

Total \$19,100

Contractual

AGENCY TYPE: PRIVATE

NAME: CHERRYLAN

DESCRIPTION OF SERVICES: PROVIDE MAINTENANCE ON PAERLESS MANAGEMENT SOFTWARE

PERSONNEL: NO

ADDRESS: P.O. 6147, TRAVERSE CITY, MI 49696

Total \$3,400.00

Grant total \$22,500

CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF)

GRANT CONTRACT

Grant Agreement

hereinafter referred to as the "Agreement"

between

Michigan State Police

hereinafter referred to as the "Department"

and

Wexford County Sheriff's Office

1015 Lincoln Street

Cadillac, MI, 49601

Federal I.D. #: 38-6007337

hereinafter referred to as the "Contractor"

for

MSP Project Number: CESF-295-2020

I. Period of Agreement:

This Agreement shall commence on **3/01/2020** and continue through **09/30/2021**.

This Agreement is in full force and effect for the period specified.

II. Funding Source and Agreement Amount:

This Agreement is designated as a subrecipient relationship with the following stipulations:

- A. Including federal funds and required local match, the total amount of this Agreement is \$54,720.
- B. The Department, under the terms of this Agreement, will provide federal pass-through funding not to exceed \$54,720.
- C. The Catalog of Federal Domestic Assistance (CFDA) number is 16.034.
- D. The CFDA Title is Coronavirus Emergency Supplemental Funding (CESF).
- E. The federal agency name is U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance.
- F. The federal grant award number is 2020-VD-BX-0434.
- G. The federal program title is FY 20 Coronavirus Emergency Supplemental Funding Program.

PROGRAM BUDGET
CESF-295-2020

Wexford County Sheriff's Office – \$54,720

The proposed project covers a 19-month period from March 1, 2020 to September 30, 2021.

Wexford County Sheriff's Office Supplies and Materials Expenses--\$38,310.96

- Zoom license ($\$160 \times 2 = \320)
- HP laptop ($\$429.99 \times 4 = \$1,719.96$)
- Microsoft server license ($\$840 \times 4 = \$3,360$)
- Sanispray HP 130 ($\$2,300 \times 2 = \$4,600$)
- Sanispray HP 20 ($\$979 \times 4 = \$3,916$)
- Fiberlock shockwave RTU disinfectant ($\$94.95 \times 100 = \$9,495$)
- N95 masks ($\$114.90 \times 80 = \$9,192$)
- Pleated face masks ($\$28.54 \times 200 = \$5,708$)

Wexford County Sheriff's Office Equipment Expenses--\$12,377.87

- Iwave air purification generator system ($\$12,377.87$)

Wexford County Sheriff's Office Contractual Expenses--\$4,031.17

- Installation and electrical work on Iwave air purification system ($\$4,031.17$)

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: Purchase Order Request – Sherwin Williams

SUMMARY OF ITEM TO BE PRESENTED:

Lt. Mike McDaniel has requested a purchase order in the amount of \$18,011 to purchase cleaning and sanitation/disinfection items from Sherwin Williams. Lt. McDaniel is requesting the Board waive the bidding process due to the specialized nature of the purchase. This purchase will be funded by CESF grant funds.

RECOMMENDATION:

The Finance Committee recommends the full board waive the bidding process and approve the purchase as requested.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Wednesday October 21, 2020

Received by Wexford County

Ms. Janet Koch

OCT 23 2020

Wexford County Administrator

437 East Division Street

Administration Office

Cadillac, MI 49601

Re: Purchase Order Sherwin-Williams

Dear Ms. Koch,

The Wexford County Sheriff's Office Jail is requesting a purchase order to obtain two (2) SaniSpray HP 130 sSrayers, four SaniSpray HP 20 cordless handheld Sprayers, and one hundred (100) Fiberlock Shockwave RTU disinfectant. Enclosed you will find a quote from Sherwin-Williams in the amount of \$18,011.00.

Due to COVID-19 and the increases in cleaning and prevention of the spread of COVID-19, there is a need for the purchase of these cleaning and sanitation/disinfection items.

Funds for this purchase will be procured from line item 101.351.895.00

Should you have any questions regarding this purchase order, please feel free to contact me.

Sincerely,

Lt. Micheal McDaniel

Cc; Norma Kijorski, Senior Executive Assistant



**SHERWIN
WILLIAMS®**

WEXFORD COUNTY MAINT GARAGE

WEXFORD COUNTY MAINT GARAGE

Quote Presented By:
Richard Jenema
Sales Representative

1-231-347-2984
richard.j.jenema@sherwin.com

SHERWIN-WILLIAMS
815 N MITCHELL ST
CADILLAC, MI 49601 1471
(231) 775-0151

October 22, 2020



ACCOUNT # 6650-0525-2
 WEXFORD COUNTY MAINT GARAGE
 QUOTE # 5427488
 VALID FROM: OCT 22, 2020 - OCT 31, 2020

PROJECT: WEXFORD COUNTY MAINT GARAGE

Purchase Type: Single Purchase

Description	Sales #	Rex #	Qty	Price	Extended Price
SANISPR HP130 HB	102138948	102138948-EACH	2	\$2,300.00	\$4,600.00
SANSP HP20HH NOCORDR	102138922	102138922-EACH	4	\$979.00	\$3,916.00
SHOCKWAVE RTU-SW	651178543	651178543-5 GAL	500	\$18.99	\$9,495.00

Total Price: \$18,011.00

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes. Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: Purchase Order Request – Acme Sports, Inc.

SUMMARY OF ITEM TO BE PRESENTED:

Lt. Mike McDaniel has requested a purchase order in the amount of \$14,392 for the purchase of replacement duty weapons for the Corrections Officer. Lt. McDaniel is requesting the Board waive the bidding process due to the specialized nature of the purchase. Lt. McDaniel has the funds within his budget to cover this purchase.

RECOMMENDATION:

The Finance Committee recommends the full board waive the bidding process and approve the purchase as requested.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Wednesday October 21, 2020

Ms. Janet Koch

Received by Wexford County

Wexford County Administrator

OCT 23 2020

437 East Division Street

Administration Office

Cadillac, MI 49601

Re: Purchase Order ACME SPORTS, INC.

Dear Ms. Koch,

The Wexford County Sheriff's Office is requesting a purchase order to obtain twenty-eight (28) new Sig Sauer .9mm caliber P320 full size duty pistols for corrections officers. In January 2020, the current duty weapons will be ten (10) years old. Standard practice for our office has been to replace the duty weapons every ten (10) years.

Attached is a quote from ACME SPORTS, INC. for the purchase of:

Twenty-eight (28) Sig Sauer P320, 4.7IN, Nitron, BLK, DAO, Siglite, Modular Polymer Grip, (3) 17RD Steel Mag, Rail
- Cost \$11,340.00.

Twenty-eight (28) Safariland Level 2 7TS, Black, Basketweave, RH, Sig Sauer P320 Full 9mm holsters
- Cost \$2,492.00.

Twenty-eight (28) Safariland 79 Slimline Open Top Double Mag Pouch STX, Black, Basketweave
- Cost \$560.00.

Total: \$14,392.00

The project will include the replacement of duty weapons, holsters, and magazine pouches. The total cost of the project will be \$14,392.00. Currently, as the budget stands, the Sheriff's Office Jail has the \$14,392.00 to complete this purchase. Once the new firearms have been purchased, the plan is to sell the duty weapons taken out of service, the money obtained from each sale would be applied as reimbursement of funds used.

In efforts to sell the out of service weapons quickly, the Sheriff's Office would like to request a payroll deduction for employees who are interested in purchasing one of the weapons. A maximum of three (3) payroll deductions would be acceptable, and could be completed in fewer, should it be requested.

Funds for this purchase will be procured from line item 101.351.742.00

Should you have any questions regarding this purchase order, please feel free to contact me.

Sincerely,



Lt. Micheal McDaniel

Cc; Norma Kijorski, Senior Executive Assistant



ACME SPORTS, INC.

P.O. Box 432
800 E. Tipton Street
SEYMOUR, INDIANA 47274
Ph. (812) 522-4008 Fax (812) 522-4009
Email: acmesports@comcast.net

Date: 10/20/2020
PO#:
Subject: Agency Sig Sauer Quote

To: Wexford Co. Sheriff's Office--MI

Part Number	Description	Quantity	Cost	Total
W320F-9-BSS	P320, 9MM, 4.7IN, NITRON, BLK, DAO, SIGLITE, MODULAR POLYMER GRIP, (3) 17RD STEEL MAG, RAIL	28	\$405.00	\$11,340.00
7280-450-481	Safariland Level 2 7TS, Black, Basketweave, RH, Sig Sauer P320 Full 9mm	28	\$89.00	\$2,492.00
79-83-48	Safariland 79 Slimline Open Top Double Mag Pouch STX, Black, Basketweave	28	\$20.00	\$560.00
				\$14,392.00

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: EMS Agreement

SUMMARY OF ITEM TO BE PRESENTED:

North Flight EMS has been acquired by Mobile Medical Response, Inc. (MMR). Presented for consideration is an agreement that MMR will assume from North Flight, all North Flight's rights, duties, and obligations under the agreement between the County and North Flight.

RECOMMENDATION:

Administration recommends the full board approve the EMS agreement.



October 26, 2020

To: County of Wexford
437 E. Division Street
Cadillac, MI 49601

Re: Notification and Consent to Assignment of Agreement Between the County of Wexford and North Flight, Inc. for the Provision of Emergency Medical Services to Mobile Medical Response

Reference is made to that certain Agreement Between the County of Wexford and North Flight, Inc. for the Provision of Emergency Medical Services, effective as of December 31, 1994, as amended by an amendment, effective December 1, 1995, and as amended by an amendment, effective January 1, 2011, by and between the County of Wexford (“Wexford”) and North Flight, Inc. (“North Flight”) (the “Agreement”).

Pursuant to the terms of a certain Contribution Agreement, dated September 16, 2020, by and among Mobile Medical Response, Inc. (“MMR”), North Flight and Munson Healthcare (the “Contribution Agreement”), North Flight has agreed to assign to MMR, and MMR has agreed assume from North Flight, all of North Flight’s rights, duties, and obligations under the Agreement that are to be performed or incurred after the effective time of such assignment, which is expected to occur on or about December 1, 2020 (the “Assignment”).

The Agreement contains certain provisions that require Wexford’s consent in connection with the Assignment. By signing below, Wexford hereby provides such consent and confirms that upon completion of the Assignment, the Agreement shall remain in full force and effect with MMR, subject only to the terms and conditions thereof.

Contact information for MMR is as follows:

Mobile Medical Response
834 S. Washington Ave.
Saginaw, MI 48601
(989) 758-2900
www.mobilemedical.org

If for any reason the Assignment does not occur, we will notify you.



Thank you in advance for your attention to this matter.

Sincerely,

NORTH FLIGHT, INC.

By: Paul Owens

Name: Paul Owens

Title: General Manager

ACKNOWLEDGED AND AGREED:

COUNTY OF WEXFORD

By: _____

Name: Gary Taylor

Title: Chairman, Wexford County Board of Commissioners

2019006

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: November 4, 2020
SUBJECT: TKS Agreements

SUMMARY OF ITEM TO BE PRESENTED:

The age of the access control equipment that allows law enforcement to enter the courthouse annex through the sally port garage doors has been a concern. The equipment and software are so outdated that they cannot be repaired. (The equipment includes a dedicated computer that runs on Windows 98.) In July we contacted our current security vendor, TKS, regarding the cost of an upgrade. We planned to replace the system in 2021, but the equipment recently failed.

To ensure the safety of all involved, a speedy replacement of the sally port access equipment is a priority. The County’s purchasing policy has been followed and installation of the equipment is underway. However, to fully implement the system, TKS is requiring a signed agreement. The agreement includes a monthly cost of \$15 per month per garage door for access control administration services; no new computer is required. Agreement terms are five years, auto renewal month to month after five years, and a no-fault 30 day termination.

Also, a change in access to the employee entrance has been identified as a need by department heads and by the State Court Administrative Office in their April 2020 security review of the Courthouse. Due to the installation of the new sally port equipment, the timing would work well to transition the entrances to the Annex’s employee hallway to electronic readers at this time.

Like the sally port, installing hosted access control for the employee doors will require a signed agreement and a monthly cost of \$15 per month per door. If the Board approves the agreement for the employee hallway doors, installation and implementation of those readers will take place as soon as the details can be worked out.

RECOMMENDATION:

Administration recommends the full board approve the TKS agreements.

TKS SECURITY
7050 12th Avenue
Jenison, Michigan 49428
(888) 595-1115

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: October 26, 2020

Subscriber's Name: Wexford County

Address: 437 E. Division, Cadillac, MI 49601

Telephone No.: 231-779-9453

Email Address: JKoch@wexfordcounty.org

1. TKS SECURITY (hereinafter referred to as "TKS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Total Purchase Price: \$4092.00 + Tax if Applicable

Down Payment: \$/a

Balance due upon completion of installation: \$4092.00 + Tax if Applicable

2. DESCRIPTION OF EQUIPMENT AND SERVICES (Select Services Provided):

Access Control

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TKS / TITLE TO EQUIPMENT: Provided Subscriber performs this agreement for the full term, upon termination TKS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TKS is the intellectual property of TKS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TKS. TKS' signs and decals remain the property of TKS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable (select one option):

Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CHARGES:** Subscriber agrees to pay TKS the sum of \$/a per month for the monitoring of the Security System for the term of this agreement.

(b) SERVICE (select one option):

(i) Subscriber agrees to pay TKS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TKS for all parts and labor at time of service (Standard/Non-Emergency Rate: \$140.00/hour labor plus \$100 trip charge plus parts) . Subscriber is not obligated to call TKS for per call service and TKS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TKS during warranty period relieves TKS of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option:**

(ii) Subscriber agrees to pay TKS for a Repair Service Plan for the security equipment the sum of \$/a per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay TKS \$/a per month for the term of this agreement for inspection service. If this option is selected TKS will make n/a inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TKS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TKS has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TKS the sum of \$/a per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TKS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TKS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) REMOTE VIDEO SERVICES (RVS) / CLOUD VIDEO SERVICES (CVS): Subscriber agrees to pay TKS the sum of \$/a per month for the term of this agreement. (Select Services Provided):

Remote Video Services (RVS) Cloud Video Services (CVS)

(f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay TKS the sum of \$30 per month for the term of this agreement. (Select Services Provided):

Hosted Access Control Managed Access Control

(g) **CELLULAR NETWORK:** Subscriber agrees to pay TKS the sum of \$/a per month for the term of this agreement.

(h) **SELF-MONITORING:** Subscriber agrees to pay TKS the sum of \$/a per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who signal data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

(i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TKS the sum of \$/a per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.

IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$N/a PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 5 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TKS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TKS may invoice Subscriber in advance monthly, quarterly, or annually at TKS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TKS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TKS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TKS or TKS' designee Monitoring Center and TKS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TKS and are not maintained by TKS except TKS may own the radio network, and TKS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TKS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TKS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TKS' notification obligation. All changes and revisions shall be supplied to TKS in writing. Subscriber authorizes TKS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TKS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TKS \$90.00 for each such service. TKS may, without prior notice, suspend or terminate its services, in TKS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TKS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TKS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TKS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TKS or Subscriber's Internet or wireless connection device which is compatible with TKS' remote services. TKS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TKS has no control. The remote services server is provided either by TKS or a third party. TKS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TKS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TKS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TKS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TKS will authorize Subscriber access. TKS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TKS shall have no liability for such third party unauthorized access. TKS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TKS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TKS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. TKS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided TKS will maintain the data base for the operation of the Access Control System. Subscriber will advise TKS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TKS regarding personnel access must be in writing via email or fax to addresses designated by TKS. TKS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TKS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TKS shall store data received from Subscriber's system for one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. If system has remote access TKS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TKS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TKS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TKS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TKS to station its guard at the premises for more than 30 minutes, and TKS has sufficient personnel to provide such service, and TKS makes no such representation that its personnel will be available, then Subscriber agrees to pay TKS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TKS to provide extended guard service by email, text or recorded conversation to TKS at the time request is made and TKS is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, TKS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TKS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TKS is not the manufacturer of the equipment and other than TKS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the

equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, TKS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TKS shall not be liable for consequential damages.** TKS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TKS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TKS. Subscriber acknowledges that any affirmation of fact or promise made by TKS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TKS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TKS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TKS' breach of this agreement or negligence to any degree under this agreement is to require TKS to repair or replace, at TKS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TKS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TKS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TKS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TKS, TKS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TKS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TKS on less than 24 hour notice to TKS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TKS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TKS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TKS for such service or material.

15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TKS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TKS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TKS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TKS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TKS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TKS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TKS, evidencing that warranty service was requested by Subscriber.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: TKS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TKS' sole discretion for the installation and service of the security system, and TKS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TKS.

19. LIEN LAW: TKS or any subcontractor engaged by TKS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TKS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TKS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TKS or TKS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TKS, which shall not unreasonably be withheld. TKS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: TKS and Subscriber agree that TKS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TKS' services are designed to detect and reduce certain risks of loss, though TKS does not guarantee that no loss or damage will occur. TKS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TKS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TKS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TKS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TKS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TKS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TKS and its subcontractors for loss or damages caused by perils intended to be detected by TKS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TKS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TKS AS A RESULT OF TKS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TKS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TKS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TKS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TKS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TKS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TKS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TKS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TKS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TKS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TKS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TKS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TKS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or



papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Michigan, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TKS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TKS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. TKS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TKS is authorized and permitted to subcontract any services to be provided by TKS to third parties who may be independent of TKS, and that TKS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TKS to act as Subscriber's agent with respect to such third parties, except that TKS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TKS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TKS.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify TKS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TKS discovers the presence of suspected asbestos or other hazardous material, TKS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TKS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TKS, in its sole discretion, determines that continuing the work poses a risk to TKS or its employees or agents, TKS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TKS for all services rendered and material provided to date of termination. TKS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TKS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TKS assigned by TKS to perform any service for or on behalf of Subscriber for a period of two years after TKS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TKS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TKS, times twelve, together with TKS' counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TKS for any fees or fines relating to permits or false alarms. TKS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TKS requiring any services or appearances, Subscriber agrees to pay TKS \$150 per hour for such services and appearances. Subscriber shall reimburse TKS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TKS a security interest in the security equipment installed by TKS and TKS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TKS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

Turn Key Systems, LLC (DBA: TKS Security)

Wexford County

Brett Byrnes

Date Accepted:

Date Accepted:

TKS SECURITY
7050 12th Avenue
Jenison, Michigan 49428
(888) 595-1115

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: October 26, 2020

Subscriber's Name: Wexford County

Address: 437 E. Division, Cadillac, MI 49601

Telephone No.: 231-779-9453

Email Address: JKoch@wexfordcounty.org

1. TKS SECURITY (hereinafter referred to as "TKS" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Total Purchase Price: \$1382.00 + Tax if Applicable

Down Payment: \$/a

Balance due upon completion of installation: \$1382.00 + Tax if Applicable

2. DESCRIPTION OF EQUIPMENT AND SERVICES (Select Services Provided):

Access Control

3. PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TKS / TITLE TO EQUIPMENT: Provided Subscriber performs this agreement for the full term, upon termination TKS shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TKS is the intellectual property of TKS and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TKS. TKS' signs and decals remain the property of TKS and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable (select one option):

Billing shall be: Monthly Quarter Annually Semi-Annually Annually

(a) **MONITORING CHARGES:** Subscriber agrees to pay TKS the sum of \$/a per month for the monitoring of the Security System for the term of this agreement.

(b) SERVICE (select one option):

(i) Subscriber agrees to pay TKS on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TKS for all parts and labor at time of service (Standard/Non-Emergency Rate: \$140.00/hour labor plus \$100 trip charge plus parts) . Subscriber is not obligated to call TKS for per call service and TKS is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TKS during warranty period relieves TKS of any further obligations under the Limited Warranty. **Subscriber to initial for per call service option:**

(ii) Subscriber agrees to pay TKS for a Repair Service Plan for the security equipment the sum of \$/A per month for the term of this agreement.

(c) **INSPECTION AND TESTING:** Subscriber agrees to pay TKS \$/A per month for the term of this agreement for inspection service. If this option is selected TKS will make n/a inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to insure proper working order. If the system is UL Certified, the inspection will comply with UL requirements. TKS will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TKS has no responsibility or liability.

(d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TKS the sum of \$/A per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TKS or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TKS or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

(e) REMOTE VIDEO SERVICES (RVS) / CLOUD VIDEO SERVICES (CVS): Subscriber agrees to pay TKS the sum of \$/A per month for the term of this agreement. (Select Services Provided):

Remote Video Services (RVS) Cloud Video Services (CVS)

(f) ACCESS CONTROL ADMINISTRATION SERVICES: Subscriber agrees to pay TKS the sum of \$30 per month for the term of this agreement. (Select Services Provided):

Hosted Access Control Managed Access Control

(g) **CELLULAR NETWORK:** Subscriber agrees to pay TKS the sum of \$/A per month for the term of this agreement.

(h) **SELF-MONITORING:** Subscriber agrees to pay TKS the sum of \$/A per month for the term of this agreement, for self-monitoring services. Self-Monitoring is provided by third party vendors who signal data from Subscriber's alarm system to Subscriber's Internet or Cellular connected device. Unless Subscriber has selected Monitoring Center Services, signals from Subscriber's security system will not be monitored by and no signals will be received by any professional Monitoring Center.

(i) **CYBER SECURITY: COMPLIANT ENCRYPTION:** Subscriber agrees to pay TKS the sum of \$/A per month for the term of this agreement for cyber security encryption services as specified in the Schedule of Equipment and Services. Cyber security compliance and conformance programs include guidelines in Underwriters Laboratory (UL), 2090 Cybersecurity Assurance Program or the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Encryption services are currently available for installation, inspection and monitoring of Camera and Access Control equipment which meets Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST), UL or any other established criteria for encryption.



IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(i) ABOVE, SUBSCRIBER SHALL PAY \$N/a PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES IN PARAGRAPHS 4(a)-(i).

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 5 years and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TKS shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TKS may invoice Subscriber in advance monthly, quarterly, or annually at TKS' option. Unless otherwise specified herein, all recurring charges for 4(a)-(i) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TKS or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department (First Responders) depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TKS. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TKS or TKS' designee Monitoring Center and TKS does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TKS and are not maintained by TKS except TKS may own the radio network, and TKS shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TKS with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TKS will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TKS' notification obligation. All changes and revisions shall be supplied to TKS in writing. Subscriber authorizes TKS to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TKS to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TKS \$90.00 for each such service. TKS may, without prior notice, suspend or terminate its services, in TKS' sole discretion, in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TKS.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TKS shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TKS, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TKS or Subscriber's Internet or wireless connection device which is compatible with TKS' remote services. TKS will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TKS has no control. The remote services server is provided either by TKS or a third party. TKS shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TKS shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology (NIST) or any other established criteria for encryption and TKS shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TKS does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TKS will authorize Subscriber access. TKS is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TKS shall have no liability for such third party unauthorized access. TKS is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TKS is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND LIMITATIONS / ACCESS CONTROL ADMINISTRATION: If Access Control is selected as a service to be provided and included in the Schedule of Equipment and Services, Access Control equipment shall be connected to a computer supplied by the Subscriber and connected to Subscriber's computer network. If data storage or backup is a selected service TKS or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. TKS shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever. If Access Control Administration is selected as a service to be provided TKS will maintain the data base for the operation of the Access Control System. Subscriber will advise TKS of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TKS regarding personnel access must be in writing via email or fax to addresses designated by TKS. TKS shall have remote Internet access to the Subscriber's designated access control computer to program and make data base updates to the system. Subscriber is responsible for maintaining its computer and computer network and Internet access.

11. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TKS shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TKS shall store data received from Subscriber's system for one year. TKS shall have no liability for data corruption or inability to retrieve data even if caused by TKS' negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TKS and TKS has no responsibility for such access or IP address service. If system has remote access TKS is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TKS shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TKS has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

12. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TKS or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TKS to station its guard at the premises for more than 30 minutes, and TKS has sufficient personnel to provide such service, and TKS makes no such representation that its personnel will be available, then Subscriber agrees to pay TKS \$95.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TKS to provide extended guard service by email, text or recorded conversation to TKS at the time request is made and TKS is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

13. In the event that any part of the security equipment becomes defective, TKS agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TKS reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TKS is not the manufacturer of the equipment and other than TKS' limited warranty Subscriber agrees to look exclusively to the manufacturer of the

equipment for repairs under its warranty coverage if any. **Except as set forth in this agreement, TKS makes no express warranties as to any matter whatsoever, including, without limitation to, unless prohibited by law, the condition of the equipment, its merchantability, or its fitness for any particular purpose and TKS shall not be liable for consequential damages.** TKS does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TKS expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TKS. Subscriber acknowledges that any affirmation of fact or promise made by TKS shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TKS' skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TKS has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TKS' breach of this agreement or negligence to any degree under this agreement is to require TKS to repair or replace, at TKS' option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TKS will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work.

GENERAL PROVISIONS

14. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TKS shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TKS' negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TKS, TKS shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TKS the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TKS on less than 24 hour notice to TKS. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TKS, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TKS be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TKS for such service or material.

15. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TKS if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TKS shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TKS shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TKS of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TKS fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TKS, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TKS, evidencing that warranty service was requested by Subscriber.

16. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TKS' written consent.

17. ALTERATION OF PREMISES FOR INSTALLATION: TKS is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TKS' sole discretion for the installation and service of the security system, and TKS shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement.

18. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by TKS.

19. LIEN LAW: TKS or any subcontractor engaged by TKS to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

20. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TKS, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or by Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TKS' performance, negligence or failure to perform any obligation under or in furtherance of this agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TKS or TKS' subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TKS, which shall not unreasonably be withheld. TKS shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations herein upon such assignment.

21. EXCULPATORY CLAUSE: TKS and Subscriber agree that TKS is not an insurer and no insurance coverage is offered herein. The security system, equipment, and TKS' services are designed to detect and reduce certain risks of loss, though TKS does not guarantee that no loss or damage will occur. TKS is not assuming liability, and, therefore, shall not be liable to Subscriber or any other third party for any loss, economic or non-economic, business loss or interruption, consequential damages, in contract or tort, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TKS' breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

22. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TKS is named as additional insured and which shall on a primary and non-contributing basis cover any loss or damage TKS' services are intended to detect to one hundred percent of the insurable value or potential risk. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, system or TKS' services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TKS shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TKS and its subcontractors for loss or damages caused by perils intended to be detected by TKS' services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

23. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TKS' GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TKS AS A RESULT OF TKS' BREACH OF THIS CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TKS' OBLIGATIONS PURSUANT TO THIS AGREEMENT OR ANY OTHER LEGAL DUTY, EQUIPMENT FAILURE, HUMAN ERROR, OR STRICT PRODUCTS LIABILITY, WHETHER ECONOMIC OR NON-ECONOMIC, IN CONTRACT OR IN TORT, THAT TKS' LIABILITY SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TKS' AMOUNT OF LIMITATION OF LIABILITY, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TKS' INCREASED LIABILITY. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE AND NOTWITHSTANDING THE FOREGOING, TKS' LIABILITY SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, ALLOCATION OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

24. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TKS, the payments to be made by the Subscriber for the term of this agreement form an integral part of TKS' anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TKS' actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TKS, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TKS shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

The prevailing party in any litigation or arbitration is entitled to recover its legal fees from the other party. In any action commenced by TKS against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. SUBSCRIBER MAY BRING CLAIMS AGAINST TKS ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBTRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT, EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video, submission of papers or in-person hearing. By agreeing to this arbitration provision the parties are waiving their right to a trial before a judge or jury, waiving their right to appeal the arbitration award and waiving their right to participate in a class action. Service of process or



papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Michigan, except for arbitration which is governed by the FAA and the arbitration rules and agree that any litigation or arbitration between the parties shall be commenced and maintained in the county where TKS' principal place of business is located or Nassau County, New York. The parties waive trial by jury in any action between them unless prohibited by law. Any action between the parties must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings by either party must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against TKS in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

25. TKS' RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TKS is authorized and permitted to subcontract any services to be provided by TKS to third parties who may be independent of TKS, and that TKS shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TKS to act as Subscriber's agent with respect to such third parties, except that TKS shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TKS' disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TKS.

26. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify TKS in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TKS discovers the presence of suspected asbestos or other hazardous material, TKS shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TKS for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TKS, in its sole discretion, determines that continuing the work poses a risk to TKS or its employees or agents, TKS may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TKS for all services rendered and material provided to date of termination. TKS shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TKS be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

27. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TKS assigned by TKS to perform any service for or on behalf of Subscriber for a period of two years after TKS has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TKS shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TKS, times twelve, together with TKS' counsel and expert witness fees.

28. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TKS for any fees or fines relating to permits or false alarms. TKS shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third party subpoenas or summons TKS requiring any services or appearances, Subscriber agrees to pay TKS \$150 per hour for such services and appearances. Subscriber shall reimburse TKS for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

29. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TKS a security interest in the security equipment installed by TKS and TKS is authorized to file a financing statement.

30. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TKS to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

31. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. This agreement shall run concurrently with and shall not terminate or supersede any existing agreement between the parties unless specified herein. Should any provision of this agreement be deemed void, the remaining parts shall be enforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

Turn Key Systems, LLC (DBA: TKS Security)

Wexford County

Brett Byrnes

Date Accepted:

Date Accepted:

11/4/2020

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

Adj #	Acct	Acct Description	Revenue	Expense	a.
20201101	101.301.699.00	Appropriated Fund Balance	\$ 6,711		
	101.301.970.02	Maddox Trust Equipment		\$ 6,711	
		Maddox Trust is a restricted account and purchases must be specific to the trust.			
20201102	101-290-723.00	M.E.S.C.		\$7,851	b.
	101-290-802.00	Computer Services		2,000	
	101-290-808.01	Public Accountants		50	
	101-290-850.01	Phone – Courthouse		19,500	
	101-290-901.01	DP – Software Development		7,050	
	101-290-960.00	Education Program		400	
	101-290-720.00	Retirement		(13,413)	
	101-290-727.02	Copy-Supplies		(500)	
	101-290-744.00	Dues & Memberships		(300)	
	101-290-800.00	Employment Physicals		(2,000)	
	101-290-800.05	Copy-Leasing		(300)	
	101-290-808.02	County Counsel		(5,000)	
	101-290-880.00	Newspaper		(400)	
	101-290-910.00	Insurance/Pkg Liability		(6,438)	
	101-290-931.00	Equip. Maintenance & Repair		(5,000)	
	101-290-935.00	DP - Maintenance Contract		(3,500)	
		To arrange the line items to reflect actual/anticipated expenditure more accurately.			



Completed Projects/Tasks

FOIA Requests: In an odd twist, the Administration Office received absolutely no new Freedom of Information requests between October 17 and October 30.

New Employees: Similarly, a total of zero new employees started working at the County since the last Board of Commissioners meeting.

Current Projects/Tasks

2021 Budget: Department heads have turned in their budgets. At this point I am reviewing all the budgets and working with departments heads. Per the approved budget calendar, the Finance Committee will be presented with a draft budget on November 12. (Fun fact: there are 81 different departmental budgets in the County, which range in complexity from a single line item to the big winner of 101-301 with 41 active line items.)

2021-2025 Wexford County Capital Improvement Plan (CIP): A draft of the County's CIP has been reviewed by the Finance Committee and will be discussed at the next department head meeting. A CIP is a planning and informational document only; it does not equate to guaranteed funding for any given project.

Coronavirus Relief Local Governments Grants Program (CRLGG): These funds were disbursed at the end of August. The US Department of Treasury, in conjunction with the Michigan Dept. of Treasury, required that we justify the funding. Our application stated that our key program outcome metric is to keep our jail free of COVID-19. The first cycle of expenditure data was submitted ahead of the October 28 deadline.

Department Head Replacement: As noted in my last report, our Chief Public Defender is leaving that office and moving to the Prosecutor's Office; her last date at the Public Defender's Office is November 13. In addition to advertising on our website and in the *Cadillac News*, the position has been posted with various state-wide organizations in the hopes of attracting numerous quality applicants. The application deadline is November 6. We are anticipating that interviews will take place before Thanksgiving.

Additional Notes/Meetings

From a labor standpoint, the recent increase in COVID-19 cases in our area is creating numerous new issues to work through. Our labor counsel is being consulted on any issue that isn't crystal-clear (which is most of them).

Respectfully submitted,
Janet Koch, County Administrator