



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a virtual meeting on Wednesday, November 18, 2020 beginning at 4:00 p.m. in the 28th Circuit Courtroom of the Historic Courthouse in Cadillac, MI, 49601.

In accordance to the Michigan Department of Health and Human Services Gathering and Face Mask Order and to prevent further spread of the COVID-19 virus, this meeting can be attended remotely by Wexford County Commissioners, staff, and the general public. There are three ways to participate:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 6307060616#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on "Join a Meeting." Join using Meeting ID 6307060616.
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 6307060616.
- **YouTube Viewing.** Go to <https://wexfordcounty.org/circuit-court> page and click on the link or click on https://www.youtube.com/channel/UCo0cqCPLYsPS7c5O1dlOmnA?view_as=subscriber.

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.

- 1. Approval of the November 4, 2020, Regular Meeting Minutes 1

J.	AGENDA ITEMS	
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3.	COAM CBA Resolution and Letter of Understanding (Executive 11/10/2020)	13
4.	CDBG Coronavirus Aid Funding (Executive 11/10/2020).....	29
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P.	CHAIR COMMENTS	
Q.	ADJOURN	

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting *Wednesday, November 4, 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, and Judy Nichols. Commissioner Gary Taylor appeared via telephone.

Absent- Julie Theobald and Brian Potter.

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- *None.*

Public Comment-

Paul Owens, North Flight, asked the Board to approve the re-assignment that is on the agenda. He also mentioned a desire to rewrite the contract between the County and North Flight, now MMR, after the 1st of the year.

Alaina Nyman, County Clerk, informed the Board that after an article in the paper by Rick Charmoli regarding the emergency plan that Travis Baker, Emergency Manager, had written for Election Day security, she received a request from the Bureau of Elections to share the plan with other counties.

Consent Agenda

1. Approval of the October 21, 2020, Regular Meeting Minutes

MOTION by Comm Nichols, seconded by Comm Musta to approve the Consent Agenda.

All in favor.

Agenda Items

1. Resolution Recognizing NDFB President Ted Meyer
Administrator Koch informed the Board that this would be coming at a later meeting.
2. L-4029 Report

MOTION by Comm Musta, seconded by Comm Nichols to approve the 2020 Tax Rate Request, Form L-4029, and authorize the Vice Chairman and County Clerk to sign the form on behalf of the County.

Roll Call: Motion passed 7-0.

3. Resolution 20-25 2020 Winter Millage Rate for FY 2021 Budget
MOTION by Comm Bush seconded by Comm Musta to approve Resolution 20-25 2020 Winter Millage Rate for Fiscal Year 2021 budget.

Roll Call: Motion passed unanimously.

4. Community Corrections General Ledger Number
MOTION by Comm Nichols, seconded by Comm Bush to approve moving Community Corrections from Fund 260 to the General Fund Department 363 effective November 15, 2020.

Roll Call: Motion passed unanimously.

5. CESF Grant Contracts
MOTION by Comm Musta, seconded by Comm Bush to approve the three CESF Grant Contracts, Courts, Prosecutor and Sheriff, and authorize the Vice Chairman to sign the grants on behalf of the County.

Roll Call: Motion passed 7-0.

6. Purchase Order Request-Sherwin Williams
MOTION by Comm Nichols, seconded by Comm Musta to waive Policy D-1.0 and approve a purchase order in the amount of \$18,011 to Sherwin Williams.

Roll Call: Motion passed 7-0.

7. Purchase Order Request-Acme Sports, Inc.
MOTION by Comm Musta, seconded by Comm Bush to waive Policy D-1.0 and approve a purchase order in the amount of \$14,392 to Acme Sports, Inc.

Roll Call: Motion passed unanimously.

8. EMS Agreement
MOTION by Comm Musta, seconded by Comm Bush to approve the Consent to Assignment of Agreement Between the County of Wexford and North Flight, Inc. to Mobile Medical Response and authorize the Vice Chairman to sign the acknowledgement on behalf of the County.

Roll Call: Motion passed unanimously.

9. TKS Agreement

MOTION by Comm Nichols, seconded by Comm Musta to approve the TKS Security Standard Commercial Security Agreements and authorize the Vice Chairman to sign the agreements on behalf of the County.

Roll Call: Motion passed 7-0.

10. Budget Amendment

MOTION by Comm Musta, seconded by Comm Bush to approve the budget amendments dated 11/4/2020.

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.

Roll Call: Motion passed 7-0.

Administrator's Report-

Administrator Koch started by asking for a round of applause for the Clerk's Office for a smoothly run election.

Ms. Koch informed the Board that Granger provided a one year extension for the warranty on the roof at the jail.

She also explained that jury trials have been canceled this week because of the increase in cases. She has also presented the Board with a memo from Judge Fagerman regarding restricting access to the building. She had contacted other County Administrators and provided a list of the current status for those counties as well. The majority of the counties surrounding us are still remaining open, as of now.

A brief discussion was held with the Department Heads that were in attendance. Joe Porterfield, Equalization Director, expressed his desire to remain open. Alaina Nyman, County Clerk, also reiterated that. Kristi Nottingham, County Treasurer, also expressed that. It was noted that operations run smoother when the building is open.

As of now, Administrator Koch would be talking to the Courts about going to virtual only, and we will keep following the protocols we have set in place.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Comm Nichols attended the District 10 Health Department meeting. The topic of discussion was the licenses for restaurants in our area and trying to reduce the fee to renew those licenses.

Board Comments

Comm Bengelink read a quote from Ronald Reagan.

Comm Bush congratulated everyone on winning their seats in the election.

Comm Nichols reiterated that congratulations for the Board member. She also thanked the Clerk for the work put into the election.

Comm Hurlburt congratulated all of the Commissioners and is looking forward to working together for another two years. He also congratulated Kristi Nottingham and Alaina Nyman on their wins. He commended that Clerk staff for their work on the election, as well. Comm Hurlburt also congratulated Jason Elmore on his win for Circuit Court Judge. He applauded his campaign efforts.

Comm Hurlburt also address Paul Owens and assured that very little is changing with the switch from North Flight to MMR. He announced some job openings with them also.

Chair Comments

Comm Taylor did not have a comment, but Interim Chair Bengelink also congratulated everyone, and told Comm Taylor he can gladly have his spot back now.

Adjourn

MOTION by Comm Hurlburt, seconded by Comm Bush to adjourn at 4:29 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

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 eighteenth 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. 20-26
IN HONOR AND APPRECIATION OF
THE DEDICATED SERVICE OF THEODORE “TED” RALEIGH MEYER**

WHEREAS, the Wexford County Board of Commissioners would like to personally thank the family of Ted Meyer for Mr. Meyer’s commitment to the betterment of Wexford County as a whole and the Northern District Fair Association in particular; and

WHEREAS, Mr. Theodore Meyer proudly served his country during the Vietnam War in the United States Navy; and

WHEREAS, Mr. Theodore Meyer proudly served as a Deputy Sheriff in his birthplace state of Ohio; and

WHEREAS, Mr. Meyer and his wife Yvonne owned the Frosty Cup Family Restaurant in Cadillac, serving ice cream and meals to thousands of residents and visitors for 27 years; and

WHEREAS, Mr. Meyer was elected to the Northern District Fair Association in 2004, served as the Fair’s Vice President from 2005 to 2010; and served as the Fair’s President from 2010 until 2020; and

WHEREAS, Mr. Meyer was the primary force behind improvements to many upgrades to various Fair buildings, such as the horse barn, small animal barn, and the rabbit barn; and

WHEREAS, Mr. Meyer spent countless hours working to ensure the success of the annual Fair; and

WHEREAS, Mr. Meyer also spent countless hours organizing other events for the benefit of the Fair and working to improve the fairgrounds; and

WHEREAS, Mr. Meyer has been declared by many to be “one of a kind” and will be greatly missed.

NOW THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners would like to honor the memory of Mr. Meyer by recognizing his dedicated, loyal, and tireless service.

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 foregoing is a true and complete copy of Resolution 20-26 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on November 18, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

(A) County Name	(B) Taxable Value	J.1.							
		J.1.							
		J.1.							
		J.1.							
		(C) County Allocated	(D) Est. County Allocated / SET	(E) Total County Extra Voted Operating Rate	(F) Est. County EV Oper. Tax Dollars	(G) Total County Debt Rate	(H) Est. County Debt Tax Dollars	(I) Total Est. County Tax Dollars	(BB) Total RenZone Taxable Value
Wexford	1,029,627,323.00	6.7708	6,971,400.68	2.9160	3,002,393.27	0.0000	0.00	9,973,793.95	0.00
STATE ED. TAX	1,019,295,023.00	6.0000	6,115,770.14	0.0000	0.00	0.0000	0.00	0.00	0.00

(J) Local Unit Name Townships Cities Villages Listed Alphabetically	Total Other									(KK) Total RenZone Taxable Value
	(L) Total Allocated / Charter Rate	(M) Est. Local Allocated / Charter Tax Dollars	Extra Voted / General Law Operating Rate	(O) Est. Local EV / GL Oper. Tax Dollars	(P) Total Debt Rate	(Q) Est. Local Debt Tax Dollars	(R) Total Est. Local Tax Dollars			
								(K) Taxable Value		
Antioch	24,669,900.00	0.7666	18,911.95	3.0000	74,009.70	0.0000	0.00	92,921.65	0.00	
Boon	20,645,031.00	0.7470	15,421.84	2.4801	51,201.74	0.0000	0.00	66,623.58	0.00	
Cedar Creek	45,513,121.00	0.8262	37,602.94	0.0000	0.00	0.0000	0.00	37,602.94	0.00	
Cherry Grove	108,785,570.00	0.7365	80,120.57	1.7302	188,220.79	0.0000	0.00	268,341.37	0.00	
Clam Lake	96,303,203.00	0.8248	79,430.88	1.9978	192,394.54	0.0000	0.00	271,825.42	0.00	
Colfax	30,883,797.00	0.7497	23,153.58	0.9674	29,876.99	0.0000	0.00	53,030.57	0.00	
Greenwood	21,305,719.00	0.8004	17,053.10	0.9635	20,528.06	0.0000	0.00	37,581.16	0.00	
Hanover	45,650,905.00	0.7304	33,343.42	3.0000	136,952.72	0.0000	0.00	170,296.14	0.00	
Haring	139,614,497.00	2.0000	279,228.99	0.0000	0.00	0.0000	0.00	279,228.99	0.00	
Henderson	8,402,376.00	0.7462	6,269.85	1.0000	8,402.38	0.0000	0.00	14,672.23	0.00	
Liberty	20,073,295.00	0.8496	17,054.27	0.0000	0.00	0.0000	0.00	17,054.27	0.00	
Selma	82,065,901.00	0.7203	59,112.07	0.9899	81,237.04	0.0000	0.00	140,349.10	0.00	
Slagle	20,442,590.00	0.7609	15,554.77	0.9955	20,350.60	0.0000	0.00	35,905.37	0.00	
South Branch	24,154,833.00	0.8276	19,990.54	2.8026	67,696.33	0.0000	0.00	87,686.87	0.00	
Springville	46,599,788.00	0.9495	44,246.50	4.0000	186,399.15	0.0000	0.00	230,645.65	0.00	
Wexford	38,373,961.00	0.0000	0.00	3.0000	115,121.88	0.0000	0.00	115,121.88	0.00	
Cadillac	238,808,545.00	13.7774	3,290,160.85	2.6000	620,902.22	0.0000	0.00	3,911,063.06	0.00	
Manton	17,334,291.00	18.0000	312,017.24	0.4841	8,391.53	0.0000	0.00	320,408.77	0.00	
BUCKLEY	16,328,133.00	8.9395	145,965.34	0.0000	0.00	0.0000	0.00	145,965.34	0.00	
HARRIETTA	2,988,149.00	6.0000	17,928.89	0.0000	0.00	0.0000	0.00	17,928.89	0.00	
MESICK	7,738,132.00	11.4135	88,319.17	0.0000	0.00	0.0000	0.00	88,319.17	0.00	

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Authority Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Authority Debt Tax Dollars	(G) Est. Total Authority Tax Dollars	(BB) Total RenZone Taxable Value
DDA - CADILLAC	13,866,620.00	1.9387	26,883.22	0.0000	0.00	26,883.22	0.00
LIBRARY - WEXFORD COUNTY	1,029,627,323.00	0.7490	771,190.86	0.0000	0.00	771,190.86	0.00
TRANSIT - WEXFORD COUNTY	1,029,627,323.00	0.5992	616,952.69	0.0000	0.00	616,952.69	0.00

(A) Local K12 School District Name	(C) Total		(D) Total Commercial	(E) HH /		(F) Est. HH /	(G) Non	(H) Est. NH Operating		(I) Total Debt /	(J) Est. Debt /	(K) Total	(L) Est. Recreational	(M) Total Est. Local	(BB) Total	(CC) Non
	(B) Total Taxable	NonHomestead	Personal	HH /		Supplemental	Homestead	Est. NH Operating		Sinking	Sinking Fund /	Recreational	Est. Recreational	K12 School	RenZone	Homestead
	Value	Taxable Value	Taxable Value	Supplemental	Rate	Tax Dollars	Rate	Tax Dollars		Fund / Bldg	Bldg Site	Rate	Tax Dollars	Tax Dollars	Taxable Value	Rate
BENZIE COUNTY CENTRAL SCH	193,494.00	129,265.00	0.00	0.0000	0.00	0.00	18.0000	2,326.77		0.8908	172.36	0.0000	0.00	2,499.13	0.00	6.0000
BUCKLEY COMM SCHOOL DISTRICT	52,200,585.00	17,571,632.00	354,400.00	0.0000	0.00	0.00	18.0000	318,415.78		4.8000	250,562.81	0.0000	0.00	568,978.59	0.00	6.0000
CADILLAC AREA PUBLIC SCHOOLS	708,770,779.00	302,807,600.00	20,227,800.00	0.0000	0.00	0.00	18.0000	5,571,903.60		6.1500	4,360,071.89	0.0000	0.00	9,935,287.49	0.00	6.0000
KINGSLEY AREA SCHOOL	5,007,006.00	1,346,099.00	0.00	0.0000	0.00	0.00	18.0000	24,229.78		0.0000	0.00	0.0000	0.00	24,229.78	0.00	6.0000
MANTON CONSOLIDATED SCHOOLS	105,739,788.00	33,956,987.00	700,400.00	0.0000	0.00	0.00	18.0000	615,428.17		7.0000	740,178.52	0.0000	0.00	1,355,606.69	0.00	6.0000
MCBAIN RURAL AGR SCHOOL DIST	483,970.00	54,107.00	0.00	0.0000	0.00	0.00	18.0000	973.93		1.9200	929.22	0.0000	0.00	1,903.15	0.00	6.0000
MESICK CONSOLIDATED SCH DIST	151,817,283.00	65,788,207.00	951,700.00	0.0000	0.00	0.00	18.0000	1,189,897.93		0.0000	0.00	0.0000	0.00	1,189,897.93	0.00	6.0000
PINE RIVER AREA SCHOOLS	5,414,418.00	1,745,156.00	18,500.00	0.0000	0.00	0.00	18.0000	31,523.81		3.2600	17,651.00	0.0000	0.00	49,174.81	0.00	6.0000

(A) Community College Name	(B) Taxable Value	(C) Total Operating Rate	(D) Est. Community College Oper. Tax Dollars	(E) Total Debt Rate	(F) Est. Community College Debt Tax Dollars	(G) Est. Total Community College Tax Dollars	(BB) Total RenZone Taxable Value		
(H) Intermediate School District Name	(I) Taxable Value	(J) ISD Allocated Rate	(K) Est. ISD Allocated Tax Dollars	(L) ISD Total EV Operating Rate	(M) Est. ISD EV Operating (Spec Ed/Voc/Enh) Tax Dollars	(N) ISD Total Debt Rate	(O) Est. ISD Debt Tax Dollars	(P) Est. Total ISD Tax Dollars	(II) Total RenZone Taxable Value
TRAVERSE BAY	57,401,085.00	0.1928	11,066.93	2.7163	155,918.57	0.0000	0.00	166,985.50	0.00
WEXFORD-MISSAUKEE	972,226,238.00	0.2714	263,862.20	5.8890	5,725,440.32	0.0000	0.00	5,989,302.52	0.00

Township / City	Village	School Code	Local School District	Total			
				Total Homestead	Total NonHomestead	Total Homestead	Total NonHomestead
				Property Tax Rate	Property Tax Rate	Property Tax Rate w/Special Assmnt	Property Tax Rate w/Special Assmnt
Antioch		83010	CADILLAC AREA PUBLIC SCHOOLS	33.1120	51.1120	33.1120	51.1120
Antioch		83070	MESICK CONSOLIDATED SCH DIST	26.9620	44.9620	26.9620	44.9620
Antioch	MESICK	83070	MESICK CONSOLIDATED SCH DIST	38.3755	56.3755	38.3755	56.3755
Boon		83010	CADILLAC AREA PUBLIC SCHOOLS	32.5725	50.5725	32.5725	50.5725
Boon	HARRIETTA	83010	CADILLAC AREA PUBLIC SCHOOLS	38.5725	56.5725	38.5725	56.5725
Boon		83070	MESICK CONSOLIDATED SCH DIST	26.4225	44.4225	26.4225	44.4225
Cedar Creek		83060	MANTON CONSOLIDATED SCHOOLS	31.0216	49.0216	31.0216	49.0216
Cherry Grove		67055	PINE RIVER AREA SCHOOLS	28.9221	46.9221	28.9221	46.9221
Cherry Grove		83010	CADILLAC AREA PUBLIC SCHOOLS	31.8121	49.8121	31.8121	49.8121
Clam Lake		57030	MCBAIN RURAL AGR SCHOOL DIST	27.9380	45.9380	27.9380	45.9380
Clam Lake		67055	PINE RIVER AREA SCHOOLS	29.2780	47.2780	29.2780	47.2780
Clam Lake		83010	CADILLAC AREA PUBLIC SCHOOLS	32.1680	50.1680	32.1680	50.1680
Colfax		83010	CADILLAC AREA PUBLIC SCHOOLS	31.0625	49.0625	31.0625	49.0625
Colfax		83060	MANTON CONSOLIDATED SCHOOLS	31.9125	49.9125	31.9125	49.9125
Colfax		83070	MESICK CONSOLIDATED SCH DIST	24.9125	42.9125	24.9125	42.9125
Greenwood		28090	KINGSLEY AREA SCHOOL	21.7080	39.7080	21.7080	39.7080
Greenwood		83060	MANTON CONSOLIDATED SCHOOLS	31.9593	49.9593	31.9593	49.9593
Greenwood		83070	MESICK CONSOLIDATED SCH DIST	24.9593	42.9593	24.9593	42.9593
Hanover		28035	BUCKLEY COMM SCHOOL DISTRICT	28.4745	46.4745	28.4745	46.4745
Hanover	BUCKLEY	28035	BUCKLEY COMM SCHOOL DISTRICT	37.4140	55.4140	37.4140	55.4140
Hanover		83070	MESICK CONSOLIDATED SCH DIST	26.9258	44.9258	26.9258	44.9258
Haring		83010	CADILLAC AREA PUBLIC SCHOOLS	31.3454	49.3454	31.3454	49.3454
Henderson		83010	CADILLAC AREA PUBLIC SCHOOLS	31.0916	49.0916	31.0916	49.0916
Liberty		83060	MANTON CONSOLIDATED SCHOOLS	31.0450	49.0450	31.0450	49.0450
Selma		83010	CADILLAC AREA PUBLIC SCHOOLS	31.0556	49.0556	31.0556	49.0556
Selma		83070	MESICK CONSOLIDATED SCH DIST	24.9056	42.9056	24.9056	42.9056
Slagle		83010	CADILLAC AREA PUBLIC SCHOOLS	31.1018	49.1018	31.1018	49.1018
Slagle	HARRIETTA	83010	CADILLAC AREA PUBLIC SCHOOLS	37.1018	55.1018	37.1018	55.1018
Slagle		83070	MESICK CONSOLIDATED SCH DIST	24.9518	42.9518	24.9518	42.9518
South Branch		83010	CADILLAC AREA PUBLIC SCHOOLS	32.9756	50.9756	32.9756	50.9756
South Branch		83070	MESICK CONSOLIDATED SCH DIST	26.8256	44.8256	26.8256	44.8256
Springville		83070	MESICK CONSOLIDATED SCH DIST	28.1449	46.1449	28.1449	46.1449
Springville	MESICK	83070	MESICK CONSOLIDATED SCH DIST	39.5584	57.5584	39.5584	57.5584
Wexford		10015	BENZIE COUNTY CENTRAL SCH	23.8349	41.8349	23.8349	41.8349
Wexford		28035	BUCKLEY COMM SCHOOL DISTRICT	27.7441	45.7441	27.7441	45.7441
Wexford		83070	MESICK CONSOLIDATED SCH DIST	26.1954	44.1954	26.1954	44.1954
Cadillac		83010	CADILLAC AREA PUBLIC SCHOOLS	45.7228	63.7228	45.7228	63.7228
Manton		83060	MANTON CONSOLIDATED SCHOOLS	48.6795	66.6795	48.6795	66.6795

LETTER OF UNDERSTANDING
BETWEEN
THE COUNTY OF WEXFORD (“County”)
AND
THE SHERIFF OF WEXFORD COUNTY (“Sheriff”)
AND
THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN (“COAM”)
AND
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN (“POAM”)

WHEREAS, the County, Sheriff and POAM have entered into a collective bargaining agreement with a term running from January 1, 2019 through December 31, 2021 (the “POAM CBA”) which unit includes, but is not limited to administrative assistants; and

WHEREAS, the County, Sheriff and COAM have entered into a collective bargaining agreement with a term running from January 1, 2021 through December 31, 2024 (the “COAM CBA”) which unit includes management and supervisory employees; and

WHEREAS, the Sheriff’s Office has maintained an Office Managers position (the “Office Manager Position”) which acts as the confidential assistant to both the Sheriff and Under-Sheriff, who has management and supervisory authority over certain administrative and office staff in the Sheriff’s Office, and who has access to and assists in the formulation and compiling of confidential information of the Sheriff including those related to labor relations matters; and,

WHEREAS, the Office Manager Position is currently represented by the POAM; and subject to the negotiated provisions of the POAM CBA; and

WHEREAS, the Sheriff asserts that – given the nature of the duties of the Office Manager Position – that the Office Manager Position may be subject to exclusion from representation under the unit clarification laws and procedures of MERC and/or seek clarification to a more appropriate unit given the nature and duties of the position; and,

WHEREAS, in an effort to avoid the costs of possible MERC proceedings, to assure continued representation of the Office Manager Position, to balance the interests of the Sheriff, the employee, the COAM and the POAM, and to reach an amicable resolution; the parties are willing to stipulate to the below delineated changes to the recognition clauses in both the POAM CBA and the COAM CBA, and otherwise define the placement and terms and conditions of the Office Manager Position under the COAM CBA; and

WHEREAS, the individual employee currently holding the Office Manager Position has been consulted regarding and agrees with the terms of this Letter Agreement

NOW, THEREFORE, IT IS HEREBY AGREED UPON between the parties as follows:

1. Article 1.1 – Recognition of the COAM CBA is amended as follows:

1.1 Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for all employees employed in the Wexford County Sheriff Department in the following described unit:

All full-time and regular part-time supervisory employees of the Wexford County Sheriff's Department in the classification of Jail Administrator, Administrative Lieutenant, Detective Lieutenant and Office Manager, but excluding the Sheriff, executives (Undersheriff), non-supervisory employees, temporary employees, casual employees, seasonal employees, confidential employees, all employees represented by other collective bargaining units, and all other employees.

2. Article 1.1 – Recognition of the POAM CBA is amended as follows:

1.1 : Collective Bargaining Unit. Pursuant to the provisions of Act 379 of the Public Acts of_ 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment during the term of this Agreement for all employees employed in the Wexford County Sheriff's Office in the following described unit:

All full time and regular part-time employees employed in the Wexford County Sheriff's Office in the classification of Corrections/Sergeant, Correctional Officers, Animal Control, Office Assistants and Administrative Assistants of the Wexford County Sheriff's Office, BUT EXCLUDING the Sheriff, Undersheriff, all supervisory employees with the rank of Lieutenant and above (including Detective), the Office Manager, confidential, temporary and seasonal employees, Road Patrol/Sergeant, Detective-Sergeant, Deputies, Correctional Officers/ Dispatchers, Marine-Snowmobile Officers, Civil Process, Dispatchers, Cooks and all other employees.

3. The Office Manager Position shall maintain its current pay scale and current fringe benefits which shall stand alone as a separate pay scale in the COAM CBA and is attached as **Exhibit 1** and incorporated by reference. Upon expiration of the current POAM CBA, the COAM and County and Sheriff agree to a limited re-opener of the COAM CBA ONLY

for the purpose as to address the wages and benefits applicable to the COAM Office Manager Position for the remainder of the unexpired term of the COAM CBA.

4. The COAM recognizes that the Office Manager Position is not Act 312 eligible at this time.

IT IS FURTHER AGREED THAT this Letter of Understanding will become effective on the date it is fully executed by all of the parties below and it shall be unique to this case. Neither the Employer nor the Unions waive any rights as to other future cases and it is expressly understood that this agreement shall be without precedent or prejudice for any future circumstance.

FOR THE EMPLOYER:

Gary Taylor, BOC Chair Date

Trent Taylor, Sheriff Date

FOR THE CURRENT EMPLOYEE:

Employee Date

FOR THE COAM:

Dan Kuhn, Bus. Agent Date

Date

FOR THE POAM:

Business Agent Date

Local POAM President Date

**WEXFORD COUNTY BOARD OF COMMISSIONERS
RESOLUTION TO RATIFY THE TENTATIVE AGREEMENT
FOR THE COMMAND OFFICERS UNIT**

WHEREAS, the collective bargaining agreement between Wexford County and the Wexford County Sheriff (“Co-Employers”) and the Command Officers Association of Michigan (“COAM”) will expire on December 31, 2020; and

WHEREAS, the Co-Employers’ negotiation team entered into a Tentative Agreement (“TA”) with the COAM for a proposed agreement with a four year term of January 1, 2021 through December 31, 2024; and

WHEREAS, the COAM has informed the Co-Employers that its membership ratified the TA subject to approval of the Wexford County Board of Commissioners; and

WHEREAS, the Wexford County Sheriff has informed the Board of Commissioners of his ratification of the TAs set forth in the attached October 6, 2020 redline “Ratification Summary of Tentative Agreements” and letter of understanding; and

WHEREAS, the Sheriff, members of the Co-Employers’ bargaining team and Counsel has recommended ratification by the Wexford County Board of Commissioners of the TA; and

THEREFORE BE IT RESOLVED that the Wexford County Board of Commissioners does hereby ratify and authorize entry of the TA agreements reached with the COAM; and

NOW THEREFORE BE IT FURTHER RESOLVED that the Board Chairperson is authorized to execute a final collective bargaining agreement and other attendant documents after execution by the COAM and after approval as to form by Counsel.

I hereby certify that the foregoing Resolution was adopted by the Wexford County Board of Commissioners at its regular meeting of November 18, 2020.

MOVED:

SECONDED:

YEAS:

NAYS:

CARRIED:

Chairperson Board of Commissioners

Wexford County Clerk

**THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN AND WEXFORD
COUNTY & SHERIFF**

RATIFICATION SUMMARY OF TENTATIVE AGREEMENTS

October 6, 2020

The tentative agreements between the Parties are set forth below and are subject to the approval of the Unit, the County Board of Commissioners and the Sheriff.

A. TERM OF CONTRACT: 4 years and execution is required

~~THIS AGREEMENT, entered into as of the ____ day of January, 2018, is effective the 1st day of January, 2020 or the date of the actual signing of a mutually agreed upon final version of Agreement by both parties, whichever date is the later. This Agreement is~~ by and between the WEXFORD COUNTY BOARD OF COMMISSIONERS and the WEXFORD COUNTY SHERIFF, together hereinafter referred to as the "Employer", and the COMMAND OFFICERS ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union".

18.1: Duration. This Agreement shall become effective the 1st day of January, 2020 or the date of the actual signing of a mutually agreed upon final version of Agreement by both parties, whichever date is the later, upon ratification and remain in force and effect until December 31, 2024, 11:59 p.m., and thereafter from year to year, unless either party shall, on or before the ninetieth (90th) day prior to expiration or subsequent anniversary date serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date or subsequent renewal period, whichever is the case, in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof. No wage or benefit changes provided for herein shall be due and/or payable prior to the effective date of this Agreement.

STATUS—TA'd 10/6

B. THROUGHOUT – Change references to the "Sheriff's Department" or "Department" to "Sheriff's Office".
For, example:

1.1 Collective Bargaining Unit. Pursuant ...of this Agreement for all employees employed in the Wexford County Sheriff Department Office in the following described unit

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All full-time and regular part-time supervisory employees of the Wexford County Sheriff's ~~Department Office~~ in the classification of ...
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C. ARTICLE III UNION SECURITY AND CHECK-OFF (Adhere with law changes)

~~3.1: Union Membership: Limited Agency Shop. As a condition of continued employment, those unit employees included in the collective bargaining unit set forth in Section 1.1 who are exempt from MCL. 423.210(3), shall, thirty-one (31) days after the start of their employment with the Employer or the execution date of this Agreement, whichever is later, either become members of the Union and pay to the Union the dues and initiation fees uniformly required of Union members or pay to the Union a service fee equivalent to the periodic monthly dues uniformly required of Union members. For unit members who are not exempt from MCL 423.210(3), Membership in the Union or compliance with payment of service fees shall be completely voluntary is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether or not the employee is a member of the Union.~~

~~3.23: Deduction for Union Dues.~~

A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees ~~or, if applicable, service fees~~ from each employee covered by this Agreement who voluntarily executes, ~~and files and maintains~~ with the County's payroll office a checkoff authorization form. ~~Any authorization which lacks the employee's signature shall be returned to the Union.~~

B. ~~All individual, voluntary~~ authorizations filed with the County's payroll office shall become effective the first (1st) payroll period of the following month ~~and each succeeding month,~~ provided the employee has sufficient net earnings to cover the amounts to be deducted. The deductions will cover the employee's Union membership dues ~~and/or;~~ initiation fee, ~~or, if applicable, service fee obligations~~ owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings.

~~CB.~~ Individual authorization forms shall be furnished ~~or approved~~ by the Union and, when executed, filed by it with the County Clerk's office.

~~DG.~~ Deductions shall be made only in accordance with the provisions of ~~current and properly executed written~~ checkoff authorization form, together with the provisions of this Section. ~~Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and remain in effect.~~ Any authorization which lacks the employee's signature shall be returned to the Union. -

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~~E.~~ If an employee ~~who is not exempt from MCL 423.10(3) withdraws provides the Employer with written notice of withdrawal of~~, his/her checkoff authorization form, ~~in writing to the Employer and the Union~~, no deduction shall be made commencing with the first full pay-period ~~more than thirty (30) days~~ after the withdrawal authorization is received by the Employer. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessment, ~~service fees~~ or any other deductions not in accordance with this provision.

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~~F.D.~~ In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.

~~G.E.~~ The Union shall notify the County Administrator in writing of the proper amount of Union membership dues and initiation fees ~~and the service fees~~, if applicable, and any subsequent changes in such amounts. The County's payroll office shall furnish the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted.

~~H.F.~~ If a dispute arises as to whether or not an employee has properly executed or properly revoked ~~or withdrawn~~ a written checkoff authorization form, no further deductions shall be made until the matter is resolved ~~by the Union and employee~~.

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G. All dues and fees so deducted shall be remitted to the Union at an address which it authorizes for this purpose.

H. The Employer shall not be liable to the Union, its members, or the employees it represents once the amounts deducted pursuant this Section have been remitted to the Union, and, further, shall not be liable if such sums are lost when remitted by United States Postal Services.

I. The Employer's sole obligation under this Section is limited to the deduction of Union membership dues and initiation fees ~~and, where applicable, service fees~~. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

~~3.34:~~ Indemnification. The Union shall indemnify and hold the Employer harmless for any and all claims that may be asserted against the Employer as a result of any deductions made pursuant to this Agreement or by reason of action taken by the Employer pursuant to Sections 3.1 ~~and~~, 3.2, ~~and 3.3~~.

~~3.5:—The parties agree that if MCL 423.210(3) is no longer enforceable because of judicial action, or is repealed or modified to exempt those additional unit employees whom are not currently exempt, the Employer will apply the provisions~~

of Article III as contained in the 2011-2014 agreement to all unit employees.

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D. ARTICLE 5.4 MERC over FMCS:

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5.4: ... select by mutual agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of seven (7) arbitrators submitted by the ~~Federal Mediation and Conciliation Service~~ Michigan Employment Relations Commission, by each party alternately striking a name. The Union shall strike first. The remaining name shall serve as the arbitrator. ...

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E. ARTICLE 7.2 -- Addresses Arrests/Charge/Trial Issues.

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7.2: Suspension Pending Investigation. The Sheriff may suspend an employee pending investigation up to thirty (30) days, or longer, if for the period needed by the Employer, needed to complete the investigation or, if awaiting a decision regarding the charge or outcome of a pending criminal matter before initiating the Sheriff's internal investigation. If the investigation fails to disclose that the employee committed the alleged offense, the employee shall not suffer any loss of pay or benefits while on suspension. The time limits provided for in the Grievance Procedure shall not begin to run, nor shall any grievance be processed or filed until the employee receives notification of what disciplinary action, if any, will be imposed as a result of the suspension pending investigation.

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F. ARTICLE 9.5 Add: Email.

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9.5: Address, Email and Telephone Changes. It is the responsibility of the employee to keep the Employer advised of their current name, address, email and telephone number, and the current names of their dependents. Employees shall notify the Employer, in writing, of any change in their name, address, email and telephone number, and the names of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address, email and telephone number, and the names of their dependents, as reflected in the Employer's files, for all purposes involving the employee's employment.

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G. ARTICLE 10.4 Disability leave. (Cleanup)

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10.4: Disability Leave. After completion of ~~the twelve (12) week~~ family and medical leave (FMLA) requested because of a serious health condition that made the employee unable to perform the functions of their job;

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1. A supplemental non-work related disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, or a

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work related injury, or illness, injury or disability which does not fall within the scope of Article 10.4.2. This disability leave will continue for the period of the employee's disability; provided however, that an employee may not be on a total period of FMLA and disability leave for a period of more than twelve (12) consecutive months or the length of the employee's seniority, whichever is lesser. During a non-work related disability leave, an employee shall receive (but not accrue) paid sick leave under Article : Paid Sick Days and Sickness and Accident Insurance payments under Article : Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in Article : Continuation of Insurance Premium Payments.

2. A supplemental work related disability leave of absence will be granted to employees who are unable to continue to work for the Employer because of a of a work related injury or other disability arising from a stabbing injury, firearm injury, duty crash while either a passenger or driver of ~~department~~ Sheriff's Office vehicle (which would include, but is not limited to, patrol cars, motor cycles, boats and dirt bikes) or a duty crash while either a passenger or driver of a personal vehicle being utilized by a member of the special response team in responding to an off duty call, an assault, while attempting to detain or take individuals into custody, attempting to quell a riot or disturbance, attempting a rescue, performing a first aid function, conducting a search, authorized training which puts the employee at risk of physical injury. This disability leave will continue for the period of the employee's disability; provided however, that an employee may not be on a disability leave for a period of more than twenty-four (24) consecutive months or the length of the employee's seniority, whichever is lesser.

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3. All leaves under this ~~Section~~ Article are subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. ~~During a non-work related disability leave, an employee shall receive paid sick leave under Section 10.12 Paid Sick Leave and sickness and accident insurance payments under Sickness and Accident Insurance, but otherwise the leave shall be without pay or benefits except as provided in Continuation of Insurance Premium Payment.~~

4. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability.

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5. In situations where the employee's physical or mental condition reasonably raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at its cost, and, if appropriate, require the employee to take a leave of absence under this ~~Section~~ Article.

6. Employees are required to notify the Employer of any condition which will

require a leave of absence under this ~~Section-Article~~ together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition.

7. Employees who are anticipating a leave of absence under this ~~Section-Article~~ may be required to present a physician's certificate recommending that the employee continue at work, and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. All employees returning to work from a disability leave of absence must present a physician's certificate establishing to the Employer's satisfaction that the employee is medically able to perform the employee's job.

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H. ~~ARTICLE 10.5~~ Servicemember FMLA: (General statement of law adherence)

~~The Employer will comply with the FMLA with respect to all matters required by law, including additional permanent or temporary enactments regarding eligible leave events as may be required.~~

~~E. Servicemember FMLA. The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Servicemember FMLA"). Except as mentioned below, an employee's rights and obligations to Servicemember FMLA Leave are governed by the County's existing FMLA policy.~~

~~1. Employee Entitlement to Servicemember FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:~~

~~a. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or~~

~~b. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.~~

~~2. Duration of Servicemember FMLA~~

~~a. When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 work weeks of leave during any 12-month period.~~

~~b. When Leave Is To Care for an Injured or Ill Service Member: An eligible employee may take up to 26 work weeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed 26 weeks in a~~

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~~single 12-month period.~~

~~3. Servicemember FMLA runs concurrent with other leave entitlements provided under federal, state and local law.~~

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~~I. ARTICLE 10.9 Funeral Leave:~~

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~~10.9: Funeral Leave. An employee shall be granted three (3) consecutive days leave to attend the funeral or memorial service, with proof of such service satisfactory to the Sheriff, for a death which occurs in the employee's immediate family. An employee who loses work from their regularly scheduled hours shall receive their straight time regular rate of pay for such time lost for the funeral leave. "Immediate family" shall mean the employee's spouse, significant other whom the employee has resided for ten (10) years or more....~~

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~~J. ARTICLE 10.12 Paid Sick Days Add: (Moving from another section for clarity)-
G. Sick leave shall not accrue, continue, or be paid during any leave of absence in excess of thirty (30) calendar days unless otherwise specifically provided for in this Agreement.~~

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~~K. ARTICLE 11.5 Off Duty Employment:~~

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~~No employee shall work at other employment which will be a conflict of interest or impair their performance. Prior written approval of the Sheriff is necessary for any off-duty employment pursuant to the terms and procedures of the Sheriff's Policy and Procedure Manual. All approvals expire after 12 months and must be renewed on an annual application basis. Employees shall not wear the Department uniform unless they are working for or under the direction of the Employer. Violation of the provisions of this Section shall constitute just cause for discipline, up to and including discharge.~~

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~~L. ARTICLE XIV VACATIONS~~

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~~14.1: Vacation. All full-time employees with the required seniority and who shall have worked during the period establishing their vacation eligibility as set forth below shall be credited on a pro-rata basis accrue vacation on a bi-weekly work period in accordance with the following schedule, provided they have worked the requisite and qualifying number of hours as set forth below in this Agreement.~~

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~~Vacation shall be credited to each eligible employee at the end of the bi-weekly work period in which 80 hours of paid service is completed as listed below. When paid service does not total 80 hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation~~

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for that work period based on the number of hours in pay status divided by 80 hours multiplied by the applicable accrual rate.:

Accrual Rate ~~Per Year/~~

Seniority Required	Hours Pay	Per Pay Period Time Off
1 year	80	10 workdays /3.0769 hours
5 years	120	15 workdays /4.6153 hours
12 years	160	20 workdays /6.1536 hours
20 years	200	25 workdays /7.692 hours

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~~The employees shall receive a running total of pro-rata earned and accrued vacation on their bi-weekly paychecks. Probationary employees are not eligible to take vacations until they have successfully completed the probationary period.~~

Vacation shall be available for use only in biweekly periods subsequent to the biweekly work period in which it is earned.

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~~14.2: Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the immediate one (1) year period preceding the anniversary of their date of hire a total of at least 1,500 straight time hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, they shall receive a percentage of their vacation pay on the basis of their hours actually worked according to their length of service in accordance with the following schedule, provided they work a minimum of five hundred (500) hours.~~

Number of Hours Percentage of Vacation Pay

500-599	30%
600-749	40%
750-899	50%
900-1,049	60%
1,050-1,199	70%
1,200-1,349	80%
1,350-1,499	90%

14.2 Maximum Accrual. Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

Time in Service	Maximum	Maximum
Seniority Required	Accumulation Limit	Pay Out Limit
0 to 25 or more years	250 hours	200 hours

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14.3: Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months following their vacation determination date each year upon proper notice, provided that such time off does not unreasonably interfere with the efficient operation of the Department and the Sheriff's obligations to the public generally.
- B. Vacation requests must be submitted in writing by the employee thirty (30) days in advance of the period requested.
- C. If an employee does not submit a vacation request, the Sheriff may assign a vacation period to the employee equivalent to the amount of the employee's available paid leave.
- D. Timely requests for vacation time off in a "block" of five (5) scheduled working days or more generally take precedence over requests for vacation time for a shorter period.
1. Vacation leaves of less than five (5) consecutive workdays shall not be allowed unless specifically authorized by the Sheriff.
- E. Vacation leaves can be coupled, either at the beginning or the end of the vacation period, with an employee's pass days.
- F. Conflicts in vacation requests between employees within a particular classification shall be resolved by giving preference to the employee with the greatest classification seniority, provided a senior employee who has not submitted his request by March 1st of each year shall not displace a junior employee who has done so or a junior employee who has submitted his request after March 1st but prior to the senior employee's request. ~~In all circumstances, requests for vacation time off in a block of five (5) days shall take precedence over requests for vacation time for a shorter period.~~
- G. A maximum of one hundred hours of vacation time may be carried over into the following year, provided, however, such carry-over vacation time may not be accumulated from year to year.
- H. C. If an employee's scheduled time off is canceled by the Sheriff, the employee is expected to make a reasonable effort to utilize their available vacation time off prior to the employee's next anniversary date of hire. Should the employee be unable to reduce their earned vacation time to the amount of allowed accumulation set forth in this Section, they shall be paid for the days in excess of five (5) carry-over vacation days. This payment shall be made in the first (1st) pay period following the employee's

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~~anniversary date of hire occurring after the Sheriff's cancellation and shall be at the rate of pay the employee was earning on the day immediately preceding such anniversary date of hire.~~

14.4: Pass Days. If an employee's regular pass day falls within their vacation period, such "pass day" shall not be counted as a day of that employee's vacation leave.

14.5: Vacation Basis. Vacation pay will be computed at the straight time regular rate of pay an employee is earning at the time they take vacation leave.

14.6: Benefits on Termination. Employees who leave the employ of the Employer prior to their initial anniversary date of hire in any year will not accrue any vacation leave for that year. Employees who leave the employ of the Employer may receive pay for accrued but unused vacation leave up to, but not to exceed, the maximums set forth above in any of the following circumstances:

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A. If any employee retires in accordance with the retirement plan currently in effect.

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B. If an employee resigns from employment and a minimum of four (4) weeks advance notice is given.

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C. If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.

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D. If the employee dies.

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M. ARTICLE 16 Health Insurance

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16.1: Hospitalization Care Insurance. The Employer shall make available a group insurance plan or plans covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents ~~as presented during the 2018 Open Enrollment~~. This insurance program shall be on a voluntary basis for all full time employees who are eligible for and elect to participate in the insurance plan and who have no Affordable Care Act qualified group health care coverage available through programs under which their spouse or dependents are eligible to participate. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

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Eligible full-time employees may participate in the group insurance program no earlier than the sixty-first (61st) day of the premium month following the

commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier or a shorter date that may adopted by the Board of Commissioners during the term of this Agreement; however, eligible newly hired employees may participate in the Health Savings Account program. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

16.1.1 Employees Who Are Not "New Hires": Eligible employees who are not deemed new hires as defined in Art. 16.1.2 below and who elects to participate in the hospitalization and dental base insurance plan shall pay 710% through payroll deduction of the rates for the base- elected premium health insurance plan or the base HSA health insurance plan.

16.1.2 New Hires . New Hires (defined as employees who are hired on or after October 7, 2020 from outside the Sheriff's Office or employees promoted from within the Sheriff's Office if such employee was deemed a "new hire" eligible for the HSA health insurance plan under the CBA from which the employee was promoted) will may elect to participate in the base HSA health insurance plan and shall be required to pay a 210% through payroll deduction of the ratesee pay for health insurance.

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STATUS— TA'D 10/6

N. **ARTICLE --17.7: Firing Range. -**

The Employer make available a firing range and, when available, provide up to fifty (50) rounds of ammunition available to the unit employees for target shooting prior to each qualification.- All ammunition casings used in the prior month must be returned. Shooting must take place at the Cadillac Police Department Range

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STATUS— TA'D 10/6

O. **ARTICLE. 17.16: Clothing Allowance.**

Effective at the signing of this Agreement, the Detectives covered by this collective bargaining agreement shall be reimbursed for eligible clothing in an amount equal to the reimbursement sums agreed to or in the negotiated during the term of this collective bargaining agreement for detectives in the Patrol Law Enforcement Deputies (POAM) unit. This reimbursement shall be paid on the first pay period on or after January 1st of each year. The Sheriff may determine the type of items purchased and may require receipts for items purchased under this Section.

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The Jail Administrator and Administrative Lieutenant- will be provided annually with two Sheriff's Office approved shirts with logos, at no cost to the employee.

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~~shall be eligible for a clothing reimbursement for eligible clothing in the maximum amount of \$300.00.) This reimbursement shall be paid on the first pay period on or after January 1st of each year. The Sheriff may determine the type of items purchased and may require receipts for items purchased under this Section.~~

STATUS— TA'D 10/6

P. ARTICLE. 17.19: ~~Cell Phones.~~

~~If the Sheriff determines that a unit employee requires a cell phone, and if no County cell phone is provided (including, but not limited to, a car assigned cell phone) the Employers shall provide a monthly stipend of \$35.00 per month to the unit employee. A unit employee who receives such a stipend shall be required to carry the cell phone at all times while on duty and maintain a plan and phone capable of such services as the Sheriff deems operationally required. Employees shall, upon request, provide the Sheriff with proof that the phone/plan meets such requirements.~~

STATUS— TA'D 10/6

Q. APPENDIX A

The salary level for Lieutenants shall be as follows:

The negotiated differential (i.e. \$2.50/hour above top Sgt ~~hired on a full-time or regular part time basis on or before June 15, 2011~~) will be maintained during the term of the agreement.

STATUS— TA'D 10/6

R. Letter Agreement Addressing Office Manager-- (attached)

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MSC GRANT NO. MSC 220038-CVI

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) FUNDING

GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND THE

WEXFORD COUNTY

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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I. Grant Offer

II. Special Terms and Conditions

A. Total authorized budget

1. Source of funds
2. Application of funds

B. Scope of Work

III. General Terms and Conditions

Attachment A: Project Budget

Attachment B: COVID-19 Grantee Acknowledgement

GRANT OFFER FOR MICHIGAN CDBG NO. MSC 220038-CV1

The Fund Manager of the Michigan Strategic Fund (the “Grantor”), acting pursuant to Resolution 2020-124 of the Michigan Strategic Fund Board, hereby offers to Wexford County (the “Grantee”), grant assistance subject to the Grant Agreement.

The maximum amount of grant assistance hereby offered for activities identified in Attachment B is \$355,659.11 (the “Grant”). If the actual cost is less than shown in the Total Authorized Budget (See Section II(A)(1)), the amount of the Grant shall be reduced.

The term of work performance shall be from January 21, 2020 through December 31, 2020, plus additional time to meet reporting or other procedural requirements.

The Grant is dependent upon the Grantor’s continued receipt of Community Development Block Grant CARES funds and the availability of adequate funds. This Grant Offer does not commit the Grantor to approve requests for additional funds during or beyond this grant.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions. The signatories below warrant that they are empowered to enter into this Agreement.

Dated this ____ day of _____, 2020 Dated this ____ day of _____, 2020

Valerie Hoag
Fund Manager
Michigan Strategic Fund

Gary Taylor
Chair, Board of Commissioners
County of Wexford

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

II. SPECIAL TERMS AND CONDITIONS

For Michigan CDBG under Title I of
the Housing and Community Development Act of 1974, as amended.
CFDA #: 14.228 Community Development Block Grants / State's Program & Non-Entitlement
Grants in Hawaii

GRANT NO.: MSC 220038-CV1

GRANTEE: County of Wexford
437 E. Division Street
Cadillac, Michigan 49601
Janet Koch 231-779-9453

DUNS NUMBER: 072584741

GRANT ADMINISTRATOR: Michigan Economic Development Corp.

300 North Washington Square
Lansing, Michigan 48913
Bill Povalla cell phone 773-458-0526

FFATA PROJECT DESC.: COVID CARES 1 funding. Utilization of funds to
reimburse and help pay for COVID related expenses

TERM: January 21, 2020 – December 31, 2020

GRANT FUNDING YEAR: 2020

AWARD: FAIN Number B20-DW-26-001
06/18/2020
Department of Housing & Urban Development
Assistant Secretary of Community Planning & Development
(202) 708-1112

A. TOTAL AUTHORIZED BUDGET

1. Sources of funds for the project under this Grant Agreement consist of:

Grantor (State) CARES Cash Contributions	<u>\$355,659.11</u>
TOTAL	\$355,659.11

2. Application of funds to the project supported under this Grant Agreement consists of:

PLEASE REFER TO ATTACHMENT A FOR THE AUTHORIZED BUDGET FOR THIS
PROJECT.

B. SCOPE OF WORK

The Scope of Work of the Grantee under this grant shall be to undertake and complete the following activities, as identified in Attachment B, subject to the limitations set forth in the Grant Agreement and applicable federal and state laws, rules and regulations:

1. Prior to the commitment of any project funds, incurring any project costs, and Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator for the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department of Housing and Urban Development. Project costs include costs to be paid by the Grant and other local, public and private funds.
2. If the Grantee will be engaging the consultant, supplier, or contractor then the Grantee shall comply with the procurement process required by 2 CFR 200.320. Among other things, this regulation applies to all CDBG funded engineering, administrative, and consultant contracts as well as all CDBG funded construction contracts.
 - a. For supplies and service contracts such as engineering, administrative and consulting less than or equal to \$150,000, the Small Purchase Procedures as provided in 2 CFR 200.320(b) may be used. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator documentation that price or rate quotations were obtained from an adequate number of qualified sources and a copy of the executed contract.
 - b. For supplies and service contracts such as engineering, administrative and consulting greater than \$150,000, Grantee must use competitive negotiation through a Request for Proposal (RFP) or Request for Qualifications (RFQ) process as provided in 2 CFR 200.320(d). In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published RFP / RFQ, a list of respondents to the RFP / RFQ, Grantee's evaluation and recommendation for the award of the contract(s), and the executed contract(s).
 - c. For construction related contracts, Grantee must use the procurement by Sealed Bids Process as provided in 2 CFR 200.320(c). In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published advertisement for bids and the bid tabulation.
3. If the Grantee will not be engaging any consultant, supplier, or contractor, then the procurement process required by 2 CFR 200.320 shall not apply. The Grantee shall ensure

that payment for services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered or the supplies or materials are furnished.

4. If the project involves construction activities using the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed in whole or in part with the Grant. Such approval must be secured prior to Grantor disbursement of the Grant for relevant construction activities.
5. If the project involves both Grant and Non-Grant funded construction activities on private property, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding or contract documents showing evidence of compliance with federal labor standards for all construction activities financed with the Grant and any other matching funds on said private property. Such approval must be secured prior to Grantor disbursement of the Grant.
6. If the project involves the installation of machinery and equipment and the installation cost is greater than 20% of the total cost of the machinery and equipment, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all installation activities financed in whole or in part with CDBG funds. Such approval must be secured prior to Grantor disbursement of the Grant.
7. If the project involves acquisition, including donations, of real estate, permanent easements and/or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to Grantor disbursement of the Grant.
8. If the project involves the demolition or conversion of an occupied dwelling unit or a vacant occupiable dwelling unit, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with Section 104(d) of the Housing and Community Development Act of 1974. Such approval must be secured prior to Grantor disbursement of the Grant.
9. If the Project involves improving and/or acquiring real property in whole or in part using Grant funds in excess of \$150,000, the Grantee shall provide for approval by the Grant Administrator a Real Property Management Report (RPMR) prior to Grantor disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the real property acquired and/or improved with the Grant is no longer needed for its original purpose at any time during the project and up to five years from close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the real property acquired or improved in whole or in part with the Grant. Depending on the

disposition request, the Grantee may be required to return a portion of the Grant to the Grantor.

10. If the Project involves acquiring personal property in whole or in part using Grant funds in excess of \$150,000, the Grantee shall provide for approval by the Grant Administrator a Personal Property Management Report (PPMR) prior to disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the personal property acquired with the Grant is no longer needed for its original purpose at any time during the project and after project close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the personal property acquired in whole or in part with the Grant. Depending on the current per unit fair market value of the personal property, the Grantee may be required to return a portion of the Grant to the Grantor.

11. Grantee is responsible for ensuring that all contractors working on the project are CDBG eligible and properly licensed, bonded, and insured.
12. The Grantee, all contractors, and all subcontractors shall ensure that any construction or rehabilitation implemented pursuant to the terms and conditions of this Agreement shall meet all applicable state and local building codes.
13. The Grantee, all contractors, and all subcontractors shall secure in a timely manner all necessary certificates and permits from municipal or other public authorities as required in connection with the performance of this Agreement.
14. The Grant must be requested on a reimbursement basis or when there is an immediate cash need for the funds.
15. Vendor Registration. To receive payments under this Agreement, the Grantee must register as a vendor with the State. All required payments will be made via electronic funds transfer.
16. The Grantor may, in its sole discretion, after discussion with representatives of the Grantee, modify or reduce the total amount of grant assistance offered under this Agreement or terminate this Agreement and demand full repayment of disbursed grant proceeds if the Grantee violates, fails, or refuses to comply with any term, condition, or provision of this Agreement.
17. The Grantee shall provide a final Payment Request within 60 days of the expiration of the Term. Payment Requests received after this time will not be processed.
18. The Grantee shall provide documentation that at least one public hearing was held after grant award and prior to formal grant closeout. Such documentation shall be provided prior to formal grant closeout.
19. During each of the Grantee's fiscal years in which a disbursement of the Grant is made under this Agreement, the Grantee shall file an Audit Report. This Audit Report must be

prepared by an independent auditor and be in compliance with the requirements of 2 CFR Part 200, or as required by the Grant Administrator. This Audit Report shall be filed with the Grant Administrator within 30 days after completion of the audit, but not later than nine months after the close of the Grantee's fiscal year.

20. Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in 2 CFR Part 200, as applicable.

III. GENERAL TERMS AND CONDITIONS

1. Applicability to Sub Recipients and Contractors: Where performance of the grant project is carried out by any sub recipient or contractor of the Grantee, the provisions of the Grant Agreement shall be made binding on such sub recipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and sub recipient or contractor. Where the term “Grantee” appears in this Grant Agreement it shall be read to include any sub recipient or contractor of the Grantee.

The ultimate legal responsibility for insuring compliance with requirements of the Grant Agreement is that of the Grantee designated in the Grant Offer.

2. Compliance by the Grantee: The Grantee shall comply with all applicable provisions of the following:
 - a. “Statement of Assurances” as included in the Application.
 - b. Compliance with Section 3 of the Housing and Urban Development Act of 1968, as amended.
 - c. Compliance with Title I of the Housing and Community Development Act of 1974, as amended (Fair Housing).
3. Maintenance of Records: The Grantee shall maintain records which will allow assessment of the extent of Grantee performance of the Scope of Work and which allow for the comparison of actual outlays with budgeted amounts. The Grantee’s overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.
4. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records until notified by the MSF.
5. Publicity: At the request and expense of the Grantor, the Grantee will cooperate with the Grantor to promote the Grant Activities through one or more of the placement of a sign, plaque, media coverage or other public presentation at the project or other location acceptable to the Parties.
6. Applicability of Federal Regulations: In the event that federal laws, statutes, rules or regulations related to HUD or CDBG funding require a change to this Grant Agreement, this Grant Agreement shall be immediately interpreted, modified, applied and enforced consistent with those changes as though they were in the original Grant Agreement. Those changes shall be incorporated into this Grant Agreement in writing as soon as possible without unreasonable delay by any party.
7. Amendments. The Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows:
 - a. changes of substance in the Scope of Work including new activities or alterations of existing approved activities;

- b. extensions to the term of work performance for completion of project activities;
- c. for Grants of less than \$100,000, cumulative changes among approved CDBG funded budget items which exceed \$5,000 or five (5) percent of the Grant, whichever is the lesser amount; and
- d. for Grants of \$100,000 or more, cumulative changes among approved CDBG funded budget items which exceed \$10,000 or five (5) percent of the Grant, whichever is the lesser amount.

The amendment request must be submitted by an authorized local official of the Grantee.

- 8. Suspension of Grant: When the Grantee has failed to comply with the grant award stipulations, standards, or conditions the Grantor may, on reasonable notice to the Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate in accordance with these Terms and Conditions. The Grantor will allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of 2 CFR Part 200.
- 9. Termination for Cause: The Grantor may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Grantor will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients, or recoveries by the Grantor, will be in accordance with the legal rights and liabilities of the parties.
- 10. Termination for Convenience: The Grantor or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of the Grant. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor will allow full credit to the Grantee for the Grantor's share of the noncancelable obligations that were properly incurred by the Grantee prior to termination.
- 11. The Grantee and political subdivisions, agencies, and instrumentalities thereof, when engaged in letting contracts or procuring products or services which involved funds obtained from the Grantor shall ensure that bid specifications, project agreements, other controlling documents, and any other local requirements do not:
 - a. require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or related projects;

- b. discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations on the same or related construction projects; or
 - c. require any bidder, offeror, contractor, or subcontractor to enter into, adhere to or enforce any agreement that requires its employees as a condition of employment to:
 - i. become members of or become affiliated with a labor organization; or
 - ii. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration or grievance adjustment.
12. The MSF, the State of Michigan, its board and its employees shall not in any manner be liable for any loss or damage connected to or resulting from activities conducted under this Agreement; nor for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.

The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

13. Prohibit Use of Grant Disbursements: The Grantee shall not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Company, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).
14. Criminal or Civil Matters: The Grantee affirms that to the best of its knowledge that it or its Affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Company of Twenty percent (20%) or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

IV.

Wexford County		MSC-220038-CVI		COVID 19 CARES ACT Reimbursement Program		
3. Project Cost Elements		4. Project Funding Sources (Identify all other funding sources)				
Activities	CDBG	Local				TOTAL
COVID Reimbursement	\$355,659					\$355,659
TOTAL	\$355,659	\$0				\$355,659

Attachment B

COVID-19 GRANTEE ACKNOWLEDGEMENT

The Grantee acknowledges that the source of the funds for this Grant originated from the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, to be distributed via the Department of Housing and Urban Development's ("HUD") Community Development Block Grant (CDBG) program administered by the State, and that the use of these funds is governed by federal rules and regulations, State laws, guidelines, and policies. Grantee agrees as follows:

1. This project involves eligible activities identified in Section 105(a)(2) of Title I of the Housing and Community Development Act of 1974, as amended.
2. The Grant will only be made available for the Grantee's eligible expenses, which occur during the Term of Work in accordance with the Grant Agreement, page 3.
3. CDBG will reimburse for unbudgeted Grantee expenditures used to prevent, prepare for, and respond to coronavirus.
 - a. Reimburse expenses dating back to January 21st, 2020: date of first US COVID-19 Case.
 - b. The Grantee may reimburse eligible expenses incurred on behalf of or by eligible Local Units of Government within their jurisdiction that do not directly receive HUD/CPD funds.
4. Grantee represents that the Grant proceeds shall be used to only seek reimbursement for and/or to complete the following activities:
 - a. Health Care Equipment
 - i. Purchasing and distributing personal protective equipment (PPE)
 - ii. Purchase of sanitation equipment
 - iii. Purchase telehealth equipment to allow assisted residents access to health care providers from home
 - b. Public Services
 - i. COVID-19 Testing Costs
 - ii. Setup of Quarantine Sites
 - iii. Assist vulnerable populations in accessing food, medical care, or prescriptions
 - iv. Providing units for temporary quarantine purposes
 - v. Emergency housing for health care workers
 - c. Salary Reimbursement
 - i. Reimbursement for overtime costs for staff time related to COVID-19 response including hazard pay
 - ii. Reimbursement of hazard pay for essential workers that are managing or maintaining units, or staffing emergency or isolation centers, including but not limited to
 1. County Sheriff employees
 2. Emergency Medical Technicians (EMT)
 - d. Other Related Activities
 - i. Reimbursement of other COVID related activities.
 1. Activities that fall under this category will need to be approved by the CDBG Program Specialist prior to seeking reimbursement.

5. The Grantee agrees to provide an expense ledger, at the time of submitting a reimbursement request, and again at project closeout, detailing the expenditure of all grant proceeds equal to, or greater than, the original principle amount of the grant.
6. Funding made available through this grant will be limited to the amount listed in page 3 of the grant agreement.
7. CDBG funds will not be used to reimburse for, or to fund, activities in the following instances.
 - a. Reimbursement for an eligible activity has been identified and received via another funding source.

The signatories below warrant that they are empowered to enter into this Agreement.

Dated this ____ day of _____, 2020

Name	Gary Taylor
Title	Chairman, Board of Commissioners
Grantee	Wexford County

Counterparts; Facsimile, Electronic and PDF Signatures; Copies – This Agreement may be executed in any number of counterparts, each of which, when executed shall be deemed an original, and all of which together, shall constitute one and the same agreement. This agreement may be delivered by facsimile, or PDF or other electronic format and in such circumstances, may be relied upon to the same extent as though such copy was an original.

Operation and Maintenance Agreement for Water Production and Distribution Facilities

The Operation and Maintenance Agreement (the "Agreement"), dated as of November 18, 2020 between the County of Wexford, a municipal corporation and political subdivision of the State of Michigan with offices at 437 E. Division St, Cadillac MI 49601 (the Client"), and Infrastructure Alternatives, Inc., a Michigan corporation, whose address is 7888 Childsdales Avenue NE, Rockford MI 49341, and its successors and assigns ("Infrastructure Alternatives").

RECITALS:

WHEREAS, the Client is the owner of water production and distribution facilities as described in Exhibit A to this Agreement (the "Description of Facilities"); and

WHEREAS, the Client desires to engage Infrastructure Alternatives to operate and maintain the Facilities on behalf of the Client, and Infrastructure Alternatives desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, the Client is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

1.01 Operation and Maintenance. Commencing on the above written date (the "Effective Date"), Infrastructure Alternatives shall provide all routine operations and maintenance of Client's Facilities on a seven day per week basis within the design capabilities of the Description of Facilities as described in Exhibit A. Infrastructure Alternatives shall also perform the "Scope of Services" described in page 2 of Infrastructure Alternatives' Proposal dated November 10, 2020 in Exhibit B. For the purposes of this Agreement, routine operation and maintenance shall include activities necessary to satisfy the requirements imposed on Client by the Michigan Safe Drinking Water Act and its annual monitoring plan.

1.02 Procedures and Programs. Upon the Effective Date of this Agreement, Infrastructure Alternatives shall continue to develop and maintain standard operating procedures and place into operation computerized preventive maintenance programs, including documentation of operation and maintenance procedures conducted at the Facilities and maintain a written condition of all equipment in the Facilities. Such records shall be available for inspection by Client at all reasonable times.

1.03 Expenses for Routine Services. Infrastructure Alternatives will be responsible for and will pay for labor and expenses associated with routine and/or repetitive activities required or recommended by the Facilities Operation and Maintenance Manual, the equipment or Facilities' manufacturer, or Infrastructure Alternatives to operate the Facilities and to maximize the service life of the equipment, vehicles, and Facilities, including, but not limited to, the expense of Infrastructure Alternatives personnel, process and treatment chemicals, utility costs, fuels, vehicles, tools and expendable supplies.

1.04 Laboratory Services. Infrastructure Alternatives provide necessary and required analytical testing through the use of a contract laboratory. The cost for these services is included in the monthly fee defined in section 3.01.

1.05 Non-Routine Services. Additional operation and maintenance, including the cost of labor, parts, and expendable supplies not considered routine under this Agreement or required by the applicable regulatory agencies (including a change in the monitoring plan) or required as a result of flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond Infrastructure Alternatives' control (collectively, "Non-Routine Services"), are not included in the Standard Services as defined in Section 3.01. Infrastructure Alternatives will assist Client in obtaining or providing, or Infrastructure Alternatives will obtain or provide, the operation and maintenance so required, and Infrastructure Alternatives will be paid for such Non-Routine Services in accordance with Sections 3.02 and 3.03 of this agreement.

1.06 Staffing. Infrastructure Alternatives will provide employees of Infrastructure Alternatives, one of which shall be a properly certified operator, for the staffing of the Facilities. Infrastructure Alternatives shall provide employees of Infrastructure Alternatives to provide all services required of Infrastructure Alternatives by this Agreement, and in such situation, Infrastructure Alternatives and its employees, shall be deemed an independent contractor for the purpose of applicable wage, fringe benefit, and worker compensation laws.

1.07 Liaisons. Infrastructure Alternatives shall communicate with Client liaison, designated pursuant to Section 2.01 (g) of this Agreement, regarding decisions and other matters related to the operation of the Facilities. In addition, Infrastructure Alternatives shall advise Client and serve as Client's liaison to regulatory agencies and users in matters related to the operation of the Facilities.

1.08 Regulatory Compliance. Subject to the limitations of this Section 1.08 and the Design Capabilities, Infrastructure Alternatives shall operate the Facilities in compliance with current local, state and federal regulatory requirements and the Annual Monitoring Plan. Infrastructure Alternatives will pay all fines imposed on Client for, violation of water quality standards, and non-compliance with the Safe Drinking Water Act, including all attorney fees and expenses for contesting any fine or penalty unless such violation is attributable to:

- (a) Facility influent water quality, which are not within the design capabilities of the Facilities or which cannot, within the Design Capabilities of the Facilities, be treated to the degree required by the Safe Drinking Water Act or other applicable state and federal regulations or laws, as amended from time to time; or
- (b) The malfunction or failure of equipment that is not solely due to the negligent acts, errors, or omissions of Infrastructure Alternatives. Infrastructure Alternatives shall be given full authority to contest such violations and Client shall assist Infrastructure Alternatives in all such proceedings.

1.09 Performance of Duties and Obligations. Infrastructure Alternatives shall exercise due care in performing its obligations and duties under this Agreement normally and reasonably provided with respect to similar contract services, but Infrastructure Alternatives makes no warranty, expressed or implied, with respect to any services performed hereunder. Infrastructure Alternatives shall not be liable for any claim, damage, cost, or expense (including attorney fees) caused by the malfunction or failure of the Facilities or any component thereof or other liability or loss not directly and solely caused by the neglect acts, errors, or omissions of Infrastructure Alternatives. Infrastructure Alternatives shall, in no event, be liable for indirect, incidental or consequential damages, including, but not limited to, loss of profits or revenue and loss of Facilities, whether such loss arises out of any error or agreement, or is based upon contract, negligence, or any other cause of action.

1.10 Insurance Coverage. Infrastructure Alternatives will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:

- (a) Workers Compensation Insurance in compliance with the statutes of the State of Michigan which has jurisdiction of Infrastructure Alternatives employees engaged in the performance of services hereunder with a limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);
- (b) General Liability Insurance with a minimum combined single limit of THREE MILLION DOLLARS (\$3,000,000), including broad form property damage endorsement; and
- (c) Automobile Liability Insurance (owned, non-owned, or hired units) with a minimum combined single coverage limit of ONE MILLION DOLLARS (\$1,000,000).

Infrastructure Alternatives will furnish Client with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect. Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Infrastructure Alternatives and Client.

1.11 Reports and Records. Infrastructure Alternatives will prepare and co-sign all reports required by local, state and federal regulatory agencies, and will maintain other records deemed useful by Infrastructure Alternatives and Client to monitor and control the operation of the Facilities.

1.12 Property Rights. All facility records, data, and information, including, but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain property of Client. All operating procedure guidelines, preventive maintenance and safety programs, and plat evaluation reports shall, upon termination of this Agreement, remain the property of Client.

1.13 Indemnification. Infrastructure Alternatives shall indemnify, protect, and hold Client, its employees, and agents harmless from and against all liability, claims, demands, losses, damages, costs or expenses caused by malfunction or failure of the facilities or any components thereof or their liability or loss, including injury, death, or damages to any person or property, related in any way to the performance of this Agreement to the extent such liability, claims, demands, losses, damages, costs, or expenses are caused by the negligent acts, errors, or omissions, or the willful misconduct of Infrastructure Alternatives. This provision shall survive the termination of this Agreement.

1.14 Engineering and Technical Services. As part of the Standard Services as defined in Section 3.01, Infrastructure Alternatives shall provide such engineering and technical services required to identify, evaluate, and prepare preliminary recommendations necessary to ensure the proper operations and maintenance of the Facilities.

1.15 Additional Mechanical, Engineering and Technical Services. Infrastructure Alternatives shall provide additional engineering and technical services which are in addition to the services detailed in Section 1.15 ("Additional Mechanical, Engineering and Technical Services"), as and when requested by Client. Infrastructure Alternatives shall be compensated for such Additional Mechanical, Engineering and Technical services in the manner provided by Section 3.03 of this Agreement. A detailed scope of work and cost estimate for such Additional Mechanical, Engineering and Technical Services will be provided to Client by Infrastructure Alternatives, and written authorization to proceed shall be required by Infrastructure Alternatives before such services are initiated.

1.16 Infrastructure Alternatives Equipment. Any temporary or portable equipment which is provided by Infrastructure Alternatives during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of Infrastructure Alternatives upon termination of this Agreement. Infrastructure Alternatives shall not make any capital improvements to the Facilities or any component thereof without written approval of Client.

1.17 Owner and Operator. Client and Infrastructure Alternatives understand and agree that neither this Agreement nor the performance of Infrastructure Alternatives hereof shall render Infrastructure Alternatives as "owner" or "operator" of the Facilities as those terms are used in the Resource Conservation

and Recovery Act, 42 U.S.C. 6901, et seq., as amended, and the Comprehensive Environmental Response Compensations and Liability Act, 42 U.S.C. 6901. Et seq., or similar federal, state, or local environmental legislation and Infrastructure Alternatives' liability shall remain limited as defined in this Agreement.

ARTICLE II - RESPONSIBILITIES OF CLIENT

2.01 Basic client Responsibilities. As part of this Agreement, Client agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by Infrastructure Alternatives, including, without limitation, the following:

- (a) Client shall promptly procure and continually maintain, in full force, and accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents necessary to operate and maintain the Facilities and received or granted to Client as owner of all Facilities and component parts thereof;
- (b) Client shall be responsible for expenditures for all capital improvement, provided that Infrastructure Alternatives will provide justification and review of the related such expenditures;
- (c) Client shall, at all times, provide access to the Facilities for Infrastructure Alternatives, its agents, and employees;
- (d) Client shall provide Infrastructure Alternatives the use of all existing equipment owned by Client necessary for the operation and maintenance of the Facilities;
- (e) Client shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, or misuse of property caused other than the sole negligent acts, errors, or omissions of Infrastructure Alternatives;
- (f) Client shall be responsible for all fines and penalties imposed for violation of the Safe Drinking Water Act attributable to the operation and maintenance of the Facilities together with related costs and expenses, to the extent not assumed by Infrastructure Alternatives on the terms set forth in Section 1.09 of this Agreement;
- (g) Client shall designate an individual to act as liaison with Infrastructure Alternatives in connection with the performance of services by Infrastructure Alternatives under this Agreement;

2.02 Client Insurance Coverage. Client shall maintain, in full force and effect, all existing policies of property and general liability insurance pertaining to the Facilities. Client shall furnish Infrastructure Alternatives with Certificates of Insurance as evidence that such policies are in full force and effect. Such policies shall provide no less than thirty (30) day advance notice of cancellation, termination, or alteration shall be sent directly to Infrastructure Alternatives and Client.

ARTICLE III – COMPENSATION

3.01 Standard Services. As compensation for all services rendered by Infrastructure Alternatives hereunder (the "Standard Services"), except the Non-Routine Services and the Additional Mechanical and/or Engineering and Technical Services, Client shall pay Infrastructure Alternatives on monthly basis during the first 12 months of the Agreement, commencing with the effective date, the sum of \$3,398.33 per month for Standard Services (the "Base Rate"). Thereafter, Client shall pay Infrastructure Alternatives the Base Rate each month, subject to adjustment shown in "Wexford County / IAI 2021 – 2025 Invoice Schedule" on page 7 of the proposal dated November 10, 2020 (Exhibit B) and/or pursuant to Sections 3.02 and 3.03. Included in the "Base Rate" is an annual allowance of \$5,000 for system maintenance, repairs and replacement. This allowance will have a monthly accounting and an annual reconciliation to ensure unused

funds are properly returned to the allowance or refunded directly to the Client. Any adjustments to this annual allowance amount must be made with a written and signed contract addendum referencing this agreement.

3.02 Non-Routine Services. Infrastructure Alternatives will be compensated for Non-Routine Services in accordance with page 5 of the proposal dated November 10, 2020 (Exhibit B) at our Standard Billing Rate of \$75.00 per hour.

3.03 Additional Mechanical, Engineering and Technical Services. Infrastructure Alternatives will be compensated for Additional Mechanical, Engineering and Technical Services in accordance with page 5 of the proposal dated November 10, 2020 (Exhibit B) through an additional, separate agreement.

ARTICLE IV - TERM OF AGREEMENT

4.01 Term. This Agreement shall remain in full force and effect for Five (5) years from the Effective Date.

4.02 Extensions. The term of this Agreement may be extended for additional terms so mutually agreed upon by Client and Infrastructure Alternatives.

ARTICLE V - TERMINATION

5.01 Termination by Client. This agreement may be terminated upon thirty (30) days written notice given to Client to Infrastructure Alternatives for a) default by Infrastructure Alternatives; or b) Infrastructure Alternatives is obligated to pay a federal or state regulatory fine imposed on Client pursuant to Section 1.09 of this Agreement. In the event of a default by Infrastructure Alternatives, this Agreement shall not be terminated if Infrastructure Alternatives cures the default within such thirty (30) day period.

5.02 Termination by Infrastructure Alternatives. This Agreement may be terminated upon thirty (30) days written notice by Infrastructure Alternatives to Client for default by Client. In the event of default by Client, this Agreement shall not be terminated if Client cures the default within such thirty (30) day period.

5.03 Termination Without Cause. This Agreement may be terminated by either Client or Infrastructure Alternatives for any reason by giving ninety (90) days written notice to the other party.

ARTICLE VI – MISCELLANEOUS

6.01 Assignment. This Agreement may not be assigned by either party hereto; provided that, upon prior written notice to the Client, Infrastructure Alternatives may assign this Agreement: a) to a parent, subsidiary, related or affiliated corporations so long as such corporation assumes Infrastructure Alternatives' obligations hereunder; or b) in connection with a merger or consolidation involving Infrastructure Alternatives; or c) a sale of substantially all its assets to the surviving corporation or purchaser as the case may be, so long as such assignee assumes Infrastructure Alternatives' obligations hereunder.

6.02 Entire Agreement. This Agreement, together with the Attached Exhibits A and B represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties. Notwithstanding the foregoing, if there is any inconsistency or conflict in the terms of the Proposal for Contract Operations and the terms of this Agreement, the terms of this Agreement shall control and the inconsistent or conflicting terms of the Proposal for Contract Operation shall be of no effect.

6.03 Notices. Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to Infrastructure Alternatives, Attention: Dana Trierweiler, President and Chief Executive Officer, and to Client, Attention: Janet Koch, County Administrator at the address set forth for each in the opening paragraph of this Agreement.

6.04 Claims and Rights. No waiver, discharge, or renunciation of any claim or right of Infrastructure Alternatives arising out of breach of this Agreement by client shall be effective unless in writing signed by Infrastructure Alternatives and supported by separate consideration.

6.05 Captions. The captions or headings of the various Articles or Sections of this Agreement are for convenience only and they shall be ignored in interpreting this Agreement.

6.06 Applicable Law and Venue. This Agreement shall in all respects be governed by, and construed in accordance with the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction, to the extent not inconsistent with or pre-empted by federal law.

The Client and Infrastructure Alternatives agree that any legal or equitable action arising out of or relating to this Agreement or services and products to be provided pursuant to this Agreement shall be in a Michigan Court whose jurisdiction and venue is established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Northern Division.

6.08 Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement. Client warrants, represents, and certifies that it has appropriate funds available for payments to Infrastructure Alternatives required by this Agreement. If Client is unable to provide appropriate funds, Infrastructure Alternatives shall have the option of terminating the Agreement in accordance with Section 5.02.

6.09 Modifications. This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that it is intended to modify or amend this Agreement.

6.10 Nondiscrimination. Infrastructure Alternatives, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement

6.11 Certification of Authority to Sign the Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, Infrastructure Alternatives, by its duly authorized Officer, and Client, by its duly authorized Officer, have executed this Agreement as of the date and year first above written.

CLIENT

INFRASTRUCTURE ALTERNATIVES

By: _____
Gary Taylor

By: _____
John Barthels

Its: Chairman, Board of Commissioners

Its: Contract Operations Division Director

Date: November 18, 2020

Date:

WITNESS: _____

WITNESS: _____



**INFRASTRUCTURE
ALTERNATIVES, INC.**

Wexford County / IAI 2021 - 2025 Invoice Schedule

Month / Year	Billing Amount	Month / Year	Billing Amount
January-21	\$3,398.33	July-23	\$3,535.62
February-21	\$3,398.33	August-23	\$3,535.62
March-21	\$3,398.33	September-23	\$3,535.62
April-21	\$3,398.33	October-23	\$3,535.62
May-21	\$3,398.33	November-23	\$3,535.62
June-21	\$3,398.33	December-23	\$3,535.62
July-21	\$3,398.33	January-24	\$3,606.33
August-21	\$3,398.33	February-24	\$3,606.33
September-21	\$3,398.33	March-24	\$3,606.33
October-21	\$3,398.33	April-24	\$3,606.33
November-21	\$3,398.33	May-24	\$3,606.33
December-21	\$3,398.33	June-24	\$3,606.33
January-22	\$3,466.30	July-24	\$3,606.33
February-22	\$3,466.30	August-24	\$3,606.33
March-22	\$3,466.30	September-24	\$3,606.33
April-22	\$3,466.30	October-24	\$3,606.33
May-22	\$3,466.30	November-24	\$3,606.33
June-22	\$3,466.30	December-24	\$3,606.33
July-22	\$3,466.30	January-25	\$3,678.46
August-22	\$3,466.30	February-25	\$3,678.46
September-22	\$3,466.30	March-25	\$3,678.46
October-22	\$3,466.30	April-25	\$3,678.46
November-22	\$3,466.30	May-25	\$3,678.46
December-22	\$3,466.30	June-25	\$3,678.46
January-23	\$3,535.62	July-25	\$3,678.46
February-23	\$3,535.62	August-25	\$3,678.46
March-23	\$3,535.62	September-25	\$3,678.46
April-23	\$3,535.62	October-25	\$3,678.46
May-23	\$3,535.62	November-25	\$3,678.46
June-23	\$3,535.62	December-25	\$3,678.46

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 18, 2020
SUBJECT: MSUE Annual Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Ms. Shari Spoelman, MSUE, has requested consideration of the annual agreement. This agreement specifies MSUE's requirements and the County's as well. A millage of .1700 was approved by the voters in 2015.

There are no substantive changes to the agreement.

RECOMMENDATION:

The Finance Committee requests that the full board approve the annual agreement with MSUE.

AGREEMENT FOR EXTENSION SERVICES

This AGREEMENT FOR EXTENSION SERVICES ("Agreement") is entered into on November 18, 2020 by and between Wexford County, Michigan ("County"), and the BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY ("MSU") on behalf of MICHIGAN STATE UNIVERSITY EXTENSION ("MSUE").

The United States Congress passed the Smith-Lever Act in 1914 creating a National Cooperative Extension System and directed the nation's land grant universities to oversee its work; and,

MSUE helps people improve their lives by bringing the vast knowledge resources of MSU directly to individuals, communities and businesses; and,

For more than 100 years, MSUE has helped grow Michigan's economy by equipping Michigan residents with the information needed to do their jobs better, raise healthy and safe families, build their communities and empower our children to succeed; and,

It is the mission of MSUE to help people improve their lives through an educational process that applies knowledge to critical issues, needs and opportunities; and,

MSUE meets this mission by providing Extension educational programs in the following subject matter areas:

- Agriculture & Agribusiness
- Children & Youth Development, including 4-H
- Health & Nutrition
- Community, Food & Environment

NOW THEREFORE in consideration of the mutual covenants herein contained, and other good and valuable consideration, the parties hereto mutually agree as follows:

A. MSUE will provide:

1. Access to programs in all four MSUE Institutes to residents in your County. This includes access to educators and program instructors appointed to the Institutes and MSU faculty affiliated with each Institute to deliver core programs.
2. Extension Educators and program staff as needed to implement programs within the County, housed at the county office.
3. A county 4-H program. **0.5 FTE** 4-H Program Coordination.
4. Salary and benefits of MSUE Personnel and the cost of administrative oversight of Personnel.
5. Operating expenses, per MSU policy, for MSUE personnel ("Personnel").

6. Supervision of MSU-provided academic and paraprofessional staff. Supervision of county employed clerical staff and/or other county employed staff, upon request.
7. Administrative oversight of MSUE office operations.
8. An annual report of services provided to the residents of the County during the term of this Agreement, including information about audiences served, and impact of Extension programs in the County.

B. The County will Provide:

1. An annual assessment that will be charged to the county and administered by MSUE. The assessment will help fund Extension services for the County, including operating expenses for certain Extension personnel and the operation of the County 4-H program.
2. Office and meeting space meeting the following requirements:
 - a. Sufficient Office space to house Extension staff as agreed upon between the County and the MSUE District Director.
 - b. Utilities, including telephone & telephone service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - c. High-speed Internet service sufficient to meet the needs of Personnel utilizing the MSUE office space.
 - d. Access to space for delivering Extension programs.
 - e. Access to the office building and relevant meeting spaces must be ADA compliant/accessible
 - f. Wexford County MSU Extension will pay \$28,358.00 to County for the facility fee, which includes office and meeting space, all utilities, phone and internet services as listed above. The transaction will occur through a transfer of money from the county millage.
3. Clerical support staff for the MSUE office as agreed upon between the County and MSUE District Director that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media. The clerical support staff will be either a County employed clerical staff, or the County will provide funding for an MSUE employed clerical staff.

0.75 FTE MSU employed Clerical Support Staff Funding

Optional:

4. Funding for additional Extension educators at **0 FTE**
5. Funding for additional 4-H program capacity **0 FTE**
6. Funding for additional paraprofessional(s) at **0 FTE**
7. Collection and distribution on behalf of MSUE funds provided by the millage approved by the voters of Wexford County on May 2015. The millage collected will provide funds for the following:
 - a. Annual Extension Assessment, contributions of MSUE and County as outlined in this Agreement and other usual and customary Extension Office Operating and Personnel expenses.
8. Total Annual Assessment in the amount of **\$129,268.**

Payments due and payable under the terms of this Agreement shall be made on the first of the month, of the first month, in each quarter of the county fiscal year, unless otherwise requested and agreed as provided below.

Payment mailing address: MSU Extension Business Office, Justin S Morrill Hall of Agriculture, 446 W Circle Drive, Room 160, East Lansing, MI 48824

C. Staffing and Financial Summary

- A. Base Assessment (includes 0.5 FTE 4-H Program Coordination) \$47,559.

ADDITIONAL PERSONNEL

- | | |
|--|-----------|
| B. 0.75 FTE Clerical Support Staff to be employed by MSU | \$49,025. |
| C. 0 FTE Educator (Program Area:) | \$0. |
| D. 0 FTE Additional 4-H Program Coordination | \$32,684. |
| E. 0 FTE Additional paraprofessional staff | \$0. |

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2021: \$129,268.

I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2021 the first day of the County budget year 2020 and shall terminate on the last day of such County budget year 2021. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 days written notice delivered to Michigan State University Extension, Justin S. Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824 if to MSUE

and delivered to Wexford County Administrator, Morrill Hall of Agriculture, 446 W. Circle Drive, Room 160, East Lansing, MI 48824, if to the County.

II. General Terms

1. **Independent Contractor.** The University is an independent contractor providing services to the County. The County and MSU do not have the relationship of legal partners, joint venturers, principals or agents. Personnel have no right to any of County's employee benefits.
2. **Force Majeure.** Each party will be excused from the obligations of this agreement to the extent that its performance is delayed or prevented by circumstances (except financial) reasonably beyond its control, including, but not limited to, acts of government, embargoes, fire, flood, explosions, acts of God, or a public enemy, strikes, labor disputes, vandalism, or civil riots.
3. **Assignment.** This agreement is non-assignable and non-transferable.
4. **Entire Agreement.** This Agreement, with its Appendix "A" is the entire agreement between MSU and the County. This Agreement supersedes all previous agreements, for the subject matter of this Agreement. The Agreement can only be modified in writing, signed by both MSU and the County.
5. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of MSU and the County and does not create any benefit or right for any other person, including residents of the County.
6. **Nondiscrimination.** The parties will adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination. Neither party will discriminate against a person to be served or any employee or applicant for employment because of race, color, religion, national origin, age, sex, disability, height, weight, marital status, or any other factor prohibited by applicable law.

The individuals signing below each have authority to bind MSU and the County, respectively.

**BOARD OF TRUSTEES OF
MICHIGAN STATE UNIVERSITY**

By: _____

Evonne Pedawi, Director,
Contract & Grant Administration

Date: _____

Wexford COUNTY

By: _____

Print name: Gary Taylor

Its: Chairman, Board of Commissioners
(title)

Date: November 18, 2020

Appendix A

Technical Standards for County Internet Connections

Michigan State University Extension (MSUE) employs the use of technology to meet the ever changing needs of our constituents. We strive to utilize standard, enterprise tools when appropriate, but also recognize the need to evolve with the times and utilize innovative tools to reach a broad array of people.

MSUE does support and encourage the use of technologies that others may not, including social media applications. We view communication with our constituents through channels such as Facebook, Twitter, and Second Life to be critical to our work. MSUE staff are required to follow the MSU Acceptable Use Policy (AUP) <https://tech.msu.edu/about/guidelines-policies/aup/>.

We ask that our county partners provide Extension personnel access to a high-speed Internet connection. From that access, the easiest way to create a secure path to necessary applications is to open the full MSU Internet Protocol Range to and from your network, as well as opening social media sites to the addresses used by MSUE staff at your location. MSUE is prepared to support end user needs if there is high-speed internet, networking to clients, and phone system support. MSU will provide firewall functionality and client support. To discuss this possibility please contact your MSUE District Director. To provide the needed services on county equipment review the following MSU-owned ranges:

The MSU-owned ranges are:

NetRange 35.8.0.0 - 35.9.255.255
CIDR 35.8.0.0/15

If you would like to narrow the scope further for additional protection, some of the addresses that will need to be allowable include:

35.9.15.43 (80) (search.msu.edu)
35.9.160.36 (1935,443) (authentication)
35.8.201.221 & 35.8.201.212 (10020) (ProofPoint)
35.9.83.132 (all) (vpn.msu.edu)
35.9.81.150 (zoom.msu.edu)
35.9.121.189 and 190 (443) (SharePoint)
35.8.200.57 (80 and 443) (SharePoint)
35.9.121.221, 223, and 225 (443) (Exchange)
35.8.200.56 (80 and 443) (Exchange)
35.8.200.2—35.8.200.7 (443 TCP, 3478 UDP, 50,000-59,999 TCP/UDP) (Lync)
35.8.201.200 (443 TCP) (Lync)
35.9.121.238 & 35.9.121.211 (TCP - 80, 443, 445 & TCP/UDP – 135, 137-139, 2701-2704, 49152-65535)
35.8.200.58 (80 and 443) (Lync)
35.9.14.169 (80 and 443) (D2L – Desire to Learn)

The following applications are necessary on all computers – MS Office (preferably 2013, MSUE provides MS licensing), Lync 2013 Client, Acrobat, Zoom Client, SAP client, VPN client, AntiVirus (SEP can be provided by MSUE). (IE 10 or higher, or most recent version of Chrome and Firefox)

Other notable web server/sites IP addresses:

CANR.msu.edu – 35.8.201.199
MSUE.anr.msu.edu – 35.8.201.199
Events.anr.msu.edu – 35.8.200.220
web2.canr.msu.edu | web2.msue.msu.edu - 35.8.200.220
Expression Engine – 35.8.201.215
Web Hosting environment (other ANR websites) – 35.8.201.217
Master Gardener (External) – 128.120.155.54
Extension.org (External) – 152.46.27.147
Msu.zoom.us (External) – 54.165.201.102

Some configuration changes are necessary to support services such as SharePoint, including modifications to Internet Explorer. These can always be found on the ANR Technology web site.

Questions may be directed to support@anr.msu.edu, where they will be routed to the best person to assist you.

Fund 274 - MSUE

GL Number	Description	2017 Activity	2018 Activity	2019 Activity	YTD As Of 09/30/2020	2020 Amended Budget	2021 REQUESTED
--- Appropriations ---							
274-000-702.03	PERMANENT EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00
274-000-702.07	LONGEVITY	0.00	0.00	0.00	0.00	0.00	0.00
274-000-702.08	SICK PAY	0.00	0.00	0.00	0.00	0.00	0.00
274-000-719.00	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
274-000-720.00	RETIREMENT	0.00	0.00	0.00	0.00	0.00	0.00
274-000-721.00	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
274-000-722.00	WORKERS COMPENSATION	0.00	0.00	0.00	0.00	0.00	0.00
274-000-724.00	LIFE INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
274-000-725.00	SICK & ACCIDENT INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
274-000-726.00	POSTAGE	0.00	0.00	0.00	0.00	0.00	0.00
274-000-727.00	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
274-000-728.00	PRINTING	0.00	0.00	0.00	0.00	0.00	0.00
274-000-744.00	DUES & MEMBERSHIP	0.00	0.00	0.00	0.00	0.00	0.00
274-000-800.00	CONTRACTED SERVICES	135,023.44	123,042.00	125,502.00	96,950.25	129,267.00	129,268.00
274-000-812.00	ADMINISTRATION FEE	0.00	0.00	0.00	0.00	0.00	0.00
274-000-812.05	RENT	20,000.00	28,358.00	28,358.00	0.00	28,358.00	28,358.00
274-000-860.00	TRAVEL & CONFERENCES	0.00	0.00	0.00	0.00	0.00	0.00
274-000-961.00	TAX REFUND	83.62	61.32	75.32	47.83	0.00	0.00
Total Appropriations:		155,107.06	151,461.32	153,935.32	96,998.08	157,625.00	157,626.00

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 18, 2020
SUBJECT: Sentinel Offender Monitoring Services Agreement

SUMMARY OF ITEM TO BE PRESENTED:

In an effort to reduce costs, Mistine Stark, Community Corrections Manager, has been testing new GPS tether units from Sentinel. She explains the units are fantastic with many added features and at a lower cost to lease them.

The Sentinel Offender Services Monitoring Agreement is attached for consideration with a recommendation to the full board.

RECOMMENDATION:

The Finance Committee suggests the full board approve the services agreement.

SENTINEL OFFENDER SERVICES, LLC
MONITORING SERVICES AGREEMENT

This Monitoring Services Agreement ("**Agreement**") dated as of October 28, 2020, is entered into by and between Sentinel Offender Services, LLC, a Delaware limited liability company ("**Sentinel**"), having its principal place of business at 1290 North Hancock Street, Suite 103, Anaheim, California 92807, and Wexford-Missaukee Community Corrections ("**Customer**") having its principal place of business at 437 East Division Street, Cadillac, MI 49601.

RECITALS

- A. Sentinel is engaged in the business of providing the Services (as defined at Section 1.1) to customers, probation departments and community correctional entities.
- B. The Customer desires to supervise a certain portion of its offenders in a supervision and tracking program that is designed to monitor the offender through one (1) or more of the levels of monitoring services provided by Sentinel.
- C. Sentinel and the Customer desire to enter into a relationship whereby Sentinel shall provide the Services to Customer on the terms and subject to the conditions set forth herein.
- D. The Customer is responsible for determining the level and type of monitoring on an individual basis. The Customer may wish to use monitoring services that include Radio Frequency Home Monitoring, Global Positioning System Satellite Tracking, Alcohol Testing, or cell phone reporting and tracking applications.

NOW THEREFORE, in consideration of the above recitals and in consideration of the mutual agreements and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 Services; Equipment; and Customer's Responsibilities

- 1.1 **Services to be Performed.** During the Term (as defined at Section 3.1), Sentinel shall provide to the Customer services described at **Exhibit "A"** attached hereto ("**Services**"). Sentinel shall provide the Services by qualified personnel in a professional manner.
- 1.2 **Equipment.** During the Term, Sentinel shall provide and maintain certain equipment ("**Sentinel Equipment**") in connection with its provision of its electronic monitoring services. All Sentinel Equipment provided under this Agreement shall remain the sole and exclusive property of Sentinel. Sentinel Equipment in Customer's possession, custody or control is set forth at **Exhibit "B"** attached hereto ("**Customer-Controlled Equipment**").
- 1.3 **Customer's Responsibilities.** In addition to any other obligations of the Customer herein, Customer shall be responsible for the obligations set forth at **Exhibit "C"** attached hereto ("**Customer Responsibilities**").

2 Service Fees and Payments

2.1 Service Fees. Sentinel shall collect from the Customer the agreed upon amount for Services rendered. The fee schedule is defined in **Exhibit "D"** attached hereto ("**Fee Table**"). Payments are due and payable within thirty (30) days of receipt of invoice. Any fees not paid within the thirty (30) days after invoice will result in an interest rate of 1.5% to be added to the monthly invoice total.

2.2 Payments and Acceptance. The Customer acknowledges and understands that acceptance by Sentinel of any payments under this Agreement shall not prevent Sentinel at any later date from disputing the amount owed or from demanding more information from the Customer regarding payments finally due.

3 Term; Termination; and Suspension

3.1 Term. This Agreement is effective as of November 1, 2020 and shall continue in full force and effect until October 31, 2021 ("**Initial Term**"). This Agreement will be deemed to be renewed annually ("**Renewal Term**") upon the expiration of the Initial Term. After the completion of the initial term either party may terminate the agreement with or without cause by giving the other party a sixty (60) day written notice. This agreement will be considered extended unless a party hereto notifies the other party sixty (60) days prior to renewal that this Agreement will be terminated or unless this Agreement is subject to early termination pursuant to Sections 3.2 or 9.12 ("**Term**").

3.2 Termination. Upon a party's material breach of the terms and conditions of this Agreement, the non-breaching party shall notify the breaching party in writing indicating the nature of such breach. If the breaching party fails to cure the breach within sixty (60) days of its receipt of written notice from the non-breaching party, the non-breaching party may immediately terminate this Agreement.

3.3 Rights upon Termination. Upon termination or expiration of this Agreement:

- 3.3.1 Sentinel shall immediately cease to provide the Services; *provided, however*, that Sentinel shall continue to provide the services described at **Exhibit "E"** attached hereto ("**Post-Termination Services**");
- 3.3.2 Each party shall return to the other party all copies of any Confidential Information (as defined at Section 5.1) or other materials received from the other party;
- 3.3.3 Sentinel shall give to the Customer all copies of Private Information (as defined at Section 5.3);
- 3.3.4 Sentinel will continue to collect all fees due and owing under this Agreement as of the date of termination or expiration of this Agreement; and
- 3.3.5 If requested by either party, the parties will issue a mutually acceptable communication regarding the termination or expiration of the Agreement.

3.4 Suspension. Sentinel reserves the right, but assumes no obligation, to suspend performance immediately if, in Sentinel's reasonable judgment, the Customer has materially breached any obligation set forth herein.

3.5 Lost and damaged. Sentinel reserves the right to charge the Customer for lost, damaged or stolen Sentinel Equipment.

4 Marketing

The Customer agrees that Sentinel may include the Customer's name in listings of Sentinel's customers.

5 Confidentiality and Privacy

5.1 Nondisclosure and Limited Use. Each party acknowledges that by reason of its relationship to the other party under this Agreement it will have access to certain information and materials concerning the other party's business, plans, customers (including criminal records), technology and products that are confidential and of substantial value to such party ("**Confidential Information**"), which value would be impaired if such Confidential Information were disclosed to third parties. Each party agrees to maintain all Confidential Information received from the other party, both orally and in writing, in confidence and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party further agrees to use the Confidential Information only for the purpose of performing this Agreement.

5.2 Exclusions. The parties' obligations of non-disclosure and limited use set forth at Section 5.1 shall not apply to Confidential Information which: (a) is or becomes a matter of public knowledge through no fault of or action by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (c) subsequent to disclosure, is rightfully obtained by the receiving party from a third party who is lawfully in possession of such Confidential Information without restriction; (d) is independently developed by the receiving party without resort to Confidential Information which is confidential under this Agreement; or (e) is required by law or judicial order, *provided* that prior written notice of such required disclosure is furnished to the disclosing party as soon as practicable in order to afford the disclosing party an opportunity to seek a protective order and that if such order cannot be obtained disclosure may be made without liability. Whenever requested by a disclosing party, a receiving party shall immediately return to the disclosing party all manifestations of the Confidential Information, or, at the disclosing party's option, shall destroy all such Confidential Information as the disclosing party may designate.

5.3 Private Information. Sentinel acknowledges and understands that it may produce certain private information, records and other materials concerning inmates, probationers, juveniles and other private persons that are confidential ("**Private Information**"), the disclosure of which may violate applicable privacy laws. Sentinel shall maintain all Private Information in confidence and agrees not to disclose or otherwise make available such Private Information to any third party without the prior written consent of the Customer, *provided, however*, that Sentinel shall be entitled to disclose any Private Information to the extent

required by law or judicial order. Sentinel further agrees to use the Private Information only for the purpose of performing this Agreement.

6 Representations and Warranties

Each party to this Agreement represents and warrants to the other that (a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; (b) this Agreement has been duly authorized by all necessary action on the part of such party and constitutes a valid and legally binding obligation of such party, enforceable in accordance with its terms and conditions; (c) such party need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement; and (d) such party is not a party to any written or oral agreement, understanding, arrangement or contract that prohibits the performance of its obligations hereunder.

7 Acknowledgments

The Customer acknowledges that Sentinel is providing the Sentinel Equipment and the Services specifically referenced in Exhibit A hereto. Sentinel is not involved in establishing criteria or otherwise providing advice or guidance on the selection of participant offenders, it being understood that all risk associated with selection and course of monitoring is expressly borne by the Customer. In addition, the Customer acknowledges that Sentinel has not made any representation or warranty that the Services will be available without interruption or that they will be provided error free. The Customer assumes full responsibility for responding to alert signals indicating violations by participant offenders.

8 Limitation of Liability

8.1 Disclaimer. The Customer acknowledges that it is solely responsible for the decision to use the Services and all decisions regarding the selection of third parties that will have access to or contact with the Services, including, without limitation, probationers, juveniles and the Customer's employees. SENTINEL DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE CUSTOMER'S DECISIONS DESCRIBED IN THIS SECTION 8.1.

8.2 Service Availability. The Customer acknowledges Sentinel's ability to provide electronic monitoring services effectively is dependent on factors outside of its control, including without limitation, prompt reporting by the Customer of observed defects or deficiencies in any Sentinel Equipment assigned to or retrieved from participant offenders, proper maintenance of Sentinel Equipment by the Customer, extended power outages, disconnection or other loss/interruption of telephone lines, operation of wire line and wireless networks, internet connectivity, and scrambling, interruption, suspension, or other interference in the transmission of radio signals or signals to or from GPS satellites. Accordingly, the Customer acknowledges that Sentinel does not warrant that the Services will function on an error free basis. At any given time, the Sentinel Equipment or software used in connections with this Agreement may malfunction and failures in the Services may occur from time to time. The Customer agrees that Sentinel will not be liable for any damages or harms, including, without limitation, property damage, personal injury, bodily injury, illness or death, that the Customer or the Customer's employees, agents or other affiliates may incur arising out of Sentinel's

operations or its provision of or failure to provide the Services. SENTINEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Customer affirms that if it requests that Sentinel provide electronic monitoring by GPS to certain participants, all participants identified for GPS monitoring have been selected independently by the Customer without input, advice or other involvement of Sentinel and Sentinel has agreed to comply with instructions of the Customer on the scope of monitoring for each selected participant.

The Customer recognizes the risks inherent with GPS monitoring and acknowledges that it has considered and assumed all such risks in selecting participants, prescribing the scope and course/level of monitoring, and establishing the response protocols for any electronic monitoring program to be conducted by Sentinel. The Customer agrees that Sentinel shall be entitled to indemnification for any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) which hereafter may be incurred by Sentinel arising in connection with its provision of GPS monitoring services (a) to the extent such risks have been expressly assumed by the Customer or otherwise are outside of Sentinel's direct and immediate control.

8.3 Limitation of damages. Except for breach of any confidentiality or privacy obligations, neither party, nor any of its officers, directors, shareholders, employees, agents independent contractors, representatives, or affiliates shall be liable to the other party or any of its officers, directors, shareholders, employees, agents, independent contractors, representatives, or affiliates for punitive, special, consequential, incidental, or indirect damages including, without limitation, lost profits, arising in connections with the services, even if such party has been advised of the possibility of such damages.

8.3.1 Sentinel's aggregate liability to the Customer relating to or arising out of this Agreement, whether in contract, tort, or otherwise, shall not exceed (i) the total amounts paid by Customer to Sentinel during the 12 month period immediately preceding the event which gave rise to the Customer's claims or (ii) \$20,000, whichever is less.

8.4 Independent contractor. The parties agree that Sentinel is an independent contractor as that term is commonly used and is not an employee of the Customer. As such, Sentinel is solely responsible for all taxes and none shall be withheld from the sums paid to Sentinel. Sentinel acknowledges that it is not insured in any manner by the Customer for any loss of any kind whatsoever. Sentinel has no authority, express or implied, to bind or obligate the Customer in any way.

8.5 Subcontracting. The parties agree that Sentinel shall not subcontract, assign or delegate any portion of this Agreement or the Services to be performed hereunder without prior written approval of the Customer. In the event that the Customer approves of any such subcontracting, assignment or delegation, Sentinel shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Sentinel shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in

accordance with this provision shall not be construed to relieve Sentinel of any responsibility for performing under this Agreement.

8.5 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Sentinel represents that he has been duly authorized to execute agreements on behalf of the company designated above and has obtained all necessary or applicable approval from the home office of the company to make this Agreement fully binding upon the company when his signature is affixed and accepted by the Customer.

9 General Provisions

9.1 Assignment. This Agreement and all rights and duties hereunder may not be assigned, mortgaged, sublicensed, delegated, or otherwise encumbered by any party or by operation of law without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that a party's rights hereunder may be transferred to a successor of all or substantially all of the business and assets of the party regardless of how the transaction or series of related transactions is structured.

9.2 Notices. All notices, requests, or other communications required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing (including telecopy) and, unless otherwise expressly provided herein, shall be delivered (a) by hand during normal business hours, (b) by Federal Express, United Parcel Service or other reputable overnight commercial delivery service (collectively, "**Overnight Courier**"), (c) by registered or certified mail (return receipt requested) or (d) by telecopy, addressed as follows:

If to Sentinel:

Sentinel Offender Services, LLC
1290 North Hancock Street
Anaheim, CA 92807
Telephone No.: (949) 453-1550
Facsimile No.: (949) 453-1554
Attention: Mr. Dennis Fuller, Chief Financial Officer

With a copy to:

Stradling, Tocca, Carlson and Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660
Telephone No.: (949) 725-4123
Attention: Mr. Bruce Feuchter

If to Customer:

Wexford-Missaukee Community Corrections
437 East Division Street
Cadillac, MI 49601
Telephone No.: (231) 779-9472
Attention: Ms. Mistine Stark

Any such notice shall be effective for purposes of determining compliance with the time requirements herein (a) at the time of personal delivery, if delivered by hand, (b) at the time accepted for overnight delivery by the Overnight Courier, if delivered by Overnight Courier, (c) at the time of deposit in the United States mail, postage fully prepaid, if delivered by registered or certified mail, or (d) at the time of confirmation of receipt, if delivered by telecopy.

If either party changes its address for purposes of notices hereunder, such party shall give written notice of such change to the other party in accordance with this Section 9.2.

9.3 Entire Agreement. This Agreement (together with the other written agreements specifically referred to herein) shall constitute the entire agreement between the parties hereto and shall supersede any other agreements (including the existing monitoring agreement presently in effect with the Customer), whether oral or written, express or implied, as they pertain to the transactions contemplated herein. No revision, change, amendment, addendum or modification of this Agreement shall be effective unless made in writing and signed by both of the parties hereto.

9.4 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Orange County, California, in accordance with the Rules of the American Arbitration Association then in effect. Any award issued as a result of such arbitration shall be final and binding between the parties thereto and shall be enforceable by any customer having jurisdiction over the party against whom enforcement is sought. The arbitrator(s) shall have the right to award costs to the prevailing party and shall be bound by limitations on liability or remedies set forth in this Agreement.

9.5 Governing Law and Choice of Forum. This Agreement shall be construed and governed in accordance with the internal laws of the State of California. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, including but not limited to any applications for temporary restraining orders, temporary or permanent injunctions, or to enforce the decision of an arbitrator rendered in accordance with Section 9.4, the parties agree that such action will be brought in the Orange County Circuit Court or in the U.S. District Court for the State of California, Orange County Division, and the parties hereby submit to the exclusive jurisdiction of said customers.

9.6 Attorney's Fees. In the event of any action, claim or arbitration between the parties hereto relating to this Agreement or the breach, the prevailing party in such action shall be entitled to recover from such other party the costs and expenses of such prevailing party, including reasonable fees of attorneys and other advisors, incurred in taking or defending such action or claim. Each party has the right to negotiate the total sum allowed for attorney fees incurred by the other party.

9.7 Non-solicitation of Employees. The undersigned parties agree not to solicit, hire or initiate any direct conversations regarding hiring any employee of the other party, without the prior written consent of the person's current employer.

9.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

9.9 Severability. If any provision of this Agreement is found by any customer of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed to be modified to the minimum extent necessary to cause it to be valid and enforceable and the invalidity or unenforceability of such provision prior to such modification shall not affect the other provisions of this Agreement and all provisions not affected by the invalidity or unenforceability shall remain in full force and effect.

9.10 Remedies Not Exclusive. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, except as expressly provided in this Agreement or any exhibit thereto, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

9.11 Waiver. Failure of either party at any time to require the performance of any provision under this Agreement shall not affect the right of such party to require full performance thereafter and a waiver by either party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of any further or similar breach or as nullifying the effectiveness of such provision.

9.12 Force Majeure. If performance hereunder is interfered with by any condition beyond a party's reasonable control ("**Force Majeure Event**"), the affected party shall be excused from such performance to the extent of such condition, *provided, however* that if a Force Majeure Event detrimentally affects a party's performance of a material covenant hereunder for thirty (30) days or more, the other party can terminate this Agreement. The party whose performance is prevented by a Force Majeure Event shall immediately inform the other party of the state of affairs.

9.13 Independent Contractors. Sentinel and the Customer are independent entities, and no agency, partnership, franchise, joint venture or employment relationship is intended or created by this Agreement. No party shall make any warranties or representations on behalf of any other party.

[signatures follow]

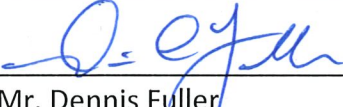
IN WITNESS WHEREOF, the Customer and Sentinel have executed this Service Agreement on the dates shown below.

WEXFORD-MISSAUKEE COMMUNITY CORRECTIONS ("Customer")

By: _____
Wexford County Board of Commissioners
Its: Chairman

Date: _____

SENTINEL OFFENDER SERVICES, LLC ("SENTINEL")

By:  _____
Mr. Dennis Fuller
Its: Chief Financial Officer

Date: 10/29/2020

EXHIBIT "A"

THE SERVICES

- **Basic Services**

Sentinel will provide GPS tracking equipment to Customer. Customer will select individuals that the Customer deems appropriate to participate on a Global Positioning Satellite tracking system.

- **Training Services**

Sentinel will provide the necessary training to Customer personnel prior to provision of its Services. If required, Sentinel can provide training to other Customer personnel via remote interactive webinar and/or at a central facility as the program expands at no charge to the Customer. The Customer also agrees to assist with the program change over and implementation of Sentinel products and services.

- **Maintenance Services**

If the Customer utilizes Sentinel's electronic monitoring services it will assume the responsibility of properly maintaining Sentinel Equipment in a functional manner and will be held liable for all Sentinel Equipment lost, damaged or stolen that exceeds 5% annually.

- **Hours of Operation**

The SentinelDNA™ ("DNA") offender tracking software operates 24 hours a day, 7 days a week, 365 days a year. The Sentinel National Monitoring Center supports this operation at all times. The National Monitoring Center operates 24 hours a day, 7 days a week, 365 days a year. The National Monitoring Center can be contacted at 800,551.4911.

- **Reports**

For report and activity information, the Customer will be able to access Sentinel's DNA software through either a standard computer, laptop connection, smart phone browser or application. Sentinel staff will also provide a daily report to the Customer as requested for participant information and transactions.

- **Record Retention**

All monitoring activity reports remain accessible for a period of five (5) years. Retrieval of current client activity records is accessible immediately, while retrieval of records that may have been archived due to extensive completion dates may require a minimum of 72 hours to retrieve and deliver to Customer personnel. Sentinel will make the data available at the request of the Customer and all data will be backed up on a regular basis.

EXHIBIT "B"

CUSTOMER-CONTROLLED EQUIPMENT

As required by this Agreement, Sentinel will provide to the Customer Sentinel Equipment in order for successful operation of the program. Sentinel will also provide the customer with three (3) units or twenty percent (20%), whichever is greater, for shelf stock at no additional charge. Any shelf stock units above the allowance shall be billed to the customer at a rate of \$1.25 per unit per day. It will be the Customer's responsibility to notify the Sentinel Resource Center of all equipment installations and removals in order to maintain a correct billing record. Sentinel will not be responsible if the Customer fails to delete an offender from the program on the required date, and the offender incurs additional charges.

The Customer will be responsible for Sentinel Equipment. Sentinel Equipment lost, damaged or stolen above the allotted contractual amount will require reimbursement to Sentinel at the rates as outlined under **Exhibit F, ("Lost or Damaged Equipment Schedule")**.

EXHIBIT "C"

CUSTOMER RESPONSIBILITIES

The Customer agrees that its representatives will use all of the proper paperwork and transmittals that are required in order to properly and efficiently monitor an offender. This includes, but is not limited to, providing complete offender information forms to Sentinel's National Monitoring Center, maintaining a reasonable inventory for future participants, keeping an appropriate record of all equipment in use including alleged problems with any units, and maintaining compliance with relevant privacy and data protection laws. The Customer will agree to the prompt payment of any service fees due to Sentinel as stated in this Agreement.

The Customer agrees to notify Sentinel if Sentinel Equipment is lost, damaged or stolen.

EXHIBIT "D"
EQUIPMENT FEE TABLE

The fees that will be applicable for this program are:

SERVICES	RATE
OM500™ One-piece GPS Tracking Device	\$3.85 per active unit per day

DELIVERABLES AND SERVICES INCLUDED AT NO ADDITIONAL COST:

- 24/7 Technical Support through our National Monitoring Center and Help Desk
- Monitoring Center assistance with alert notifications, including participant contact for certain alerts as needed and voice calls on certain alerts to agency personnel as needed
- Webinar training provided for initial implementation and all additional webinar training as needed
- Program Analytics including: Event Detection for crime scene correlation review and Point Pattern Analysis (PPA) for individual participant tracking review
- Sentinel's DNA Mobile App for access to our DNA web application through any mobile device
- Six (6) sets of pins, two (2) backplates, one (1) re-usable strap, and one (1) charging cord per OM500™ GPS device per year; the cost of additional backplates, straps and charging cords are listed below:

OM500™ One-Piece GPS Power Cord	\$ 35.00
OM500™ One-Piece GPS Backplate	\$ 7.00
OM500™ One-Piece GPS Strap	\$ 10.00

- Shelf allowance of onsite GPS Tracking Units equal to three (3) units or twenty percent (20%), whichever is greater. Excess GPS Tracking Units above the included allowance not in service will be billed at a rate of \$1.25 per unit per day.

EXHIBIT "E"

POST-TERMINATION SERVICES

In the event that either party terminates this Agreement, all procedures and requirements will be finalized according to the agreed upon manner. Sentinel will provide all Services up until the expiration date of this Agreement, upon which it will be the Customer's responsibility to collect all Sentinel Equipment and supplies and return equipment and supplies to Sentinel.

Sentinel will not be responsible for the monitoring of any offender once the Agreement expiration date has passed. Any monitoring services after said date will have to be described in writing and consented to by both parties. Any fees associated with this hold over of services period will be due and payable in the same manner as all other fees collected.

EXHIBIT F
LOST/DAMAGED EQUIPMENT SCHEDULE

If the Customer utilizes Sentinel's electronic monitoring services, it will assume the responsibility of properly maintaining the equipment in a functional manner and will be held liable for all lost, damaged and stolen equipment that exceeds 5% annually (based on the active participant count).

Sentinel shall maintain adequate inventory records of equipment shipped to the Customer. The Customer agrees to keep adequate shipping records of equipment sent to Sentinel's National Warehouse for repair. The Customer also agrees to reimburse Sentinel for all lost, damaged and/or stolen equipment during the term of this agreement beyond the 5% annual allowance at the rates listed below:

OM500™ One-Piece GPS Unit	\$625.00
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Normal shipping is ground delivery and is paid by Sentinel. Rush shipments, i.e., overnight/next day will be invoiced to the Customer for the additional shipping costs. The Customer will only be invoiced for the difference between ground shipping and overnight/next day.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 18, 2020
SUBJECT: Mitel Support Renewal

SUMMARY OF ITEM TO BE PRESENTED:

The Mitel support agreement covers core system hardware (no phones) and access to the latest software, fixes, and updates. It is a factory warranty which is attached for consideration and recommendation to the full board.

RECOMMENDATION:

The Finance Committee proposes the full board approve the option of three payments for a total amount of \$18,048.

October 21, 2020

Joe Porterfield
Wexford County

Project: Mitel Enterprise Support Renewal -VAS20-047

This is a renewal agreement that covers your Mitel phone system support. This would include factory support, licensing, software and hardware, with the exception of phones. This does not include any Windemuller labor. The pricing is as follows:

Support Type:	Enterprise Support-No Phones	Start and End Dates
Term/SKU 1 Year - 95111 -----	Customer Cost \$6,333.00	12/16/20 - 12/15/21
Term/SKU 3-Year-95131 -----	Customer Cost \$17,098.00	12/16/20-12/15/23
Term/SKU 3 year Installments-92470	Customer Cost \$18,048.00 3 Installments of \$6,016.00	12/16/20-12/15/23

Terms

This proposal is valid for 30 days

Net 10 days

Thank you for the opportunity to provide a proposal for your requirements. If you have any questions, please feel free to contact us.

Thank you for allowing us to submit this proposal to meet your needs.



Victoria A Sanchez
Technical Services Coordinator
Windemuller Electric
vsanchez@windemuller.us
P: 231-346-2648

Accepted by _____ Printed Name _____

Purchase Order _____ Date _____

CORPORATE HEADQUARTERS
1176 Electric Ave., Wayland, MI 49348
616.877.8770 800.333.3641

MID MICHIGAN BRANCH
3600 Centennial Dr, Midland, MI 48640
989.631.2023

NORTHERN MICHIGAN BRANCH
1301 Business Park Dr., Traverse City, MI 49686
231.935.4800 800.891.5319

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 18, 2020
SUBJECT: Veterinarian Services Agreement - Renewal

SUMMARY OF ITEM TO BE PRESENTED:

The Wexford County Animal Shelter, as required by the State of Michigan, has a written agreement on an independent contractor basis for the professional veterinarian services of a veterinarian licensed to practice veterinary medicine in the State of Michigan.

Lt. Denison would like to exercise the third option to renew the term of the agreement by one additional year, extending the term of the agreement to December 31, 2021.

The agreement along with last year's extension letter are attached for consideration.

RECOMMENDATION:

The Finance Committee advises the full board approve the renewal.



COUNTY OF WEXFORD

Board of Commissioners

Courthouse
Cadillac, Michigan 49601

December 18, 2019

Dr. Allen Meyer
Meyer Veterinary Clinic
1544 McKinley
Cadillac, MI 49601

Dear Dr. Meyer:

Please accept this letter as notice that Wexford County would like to exercise the first option to renew the term of the Veterinarian Services Agreement with Meyer Veterinary Clinic by one additional year, extending the term of the agreement to December 31, 2020. The extension of this agreement was approved by the Board of Commissioners at their regular meeting on December 18, 2019.

Wexford County looks forward to continuing to work with your veterinary clinic. If any further documentation is needed, please contact Janet Koch, County Administrator at 231-779-9453.

Sincerely,

Gary Taylor
Chairman, Board of Commissioners

VETERINARIAN SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this sixteenth day of August, 2017, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of **WEXFORD COUNTY ANIMAL CONTROL**, with offices and facilities located at 1406 6th Avenue, Cadillac, MI 49601 (hereinafter referred to as the "Department") and **MEYER VETERINARY CLINIC**, located at 1544 McKinley, Cadillac, MI 49601 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires for the Department, on an independent contractor basis, the professional veterinarian services of a veterinarian licensed to practice veterinary medicine in the State of Michigan; and

WHEREAS, the Contractor is a licensed veterinarian who maintains a private veterinary medicine practice in Cadillac, Michigan; and

WHEREAS, the Contractor agrees to perform the professional veterinarian services which the County requires for the Department on an independent contractor basis.

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

1. **Services to be Provided.** The Contractor shall furnish the Department with professional veterinary services, including, but not limited to:

- A. Consultation when and as needed by the Department on matters pertaining to veterinary medicine.
- B. Providing the Department's staff with technical advice and training for contagious disease control, vaccination of animals, euthanasia of animals as required by law, sanitation and health care of animals at the Wexford County Animal Shelter.
- C. Conduct examinations of animals when and as needed by the Department.
- D. Provide such other professional veterinarian services as the Department may require.
- E. Procure and maintain a drug license for purchasing drugs for use in the euthanasia of animals and/or tranquilizing animals.

2. **Time in Which Services are to be Performed.** The services to be rendered pursuant to this Agreement by the Contractor shall be provided to the

Department Monday through Friday, five (5) days a week, for a maximum of twelve (12) hours per week. The specific times and locations for rendering such services shall be as mutually agreed upon from time to time by the Department's Director and the Contractor. However, notwithstanding the foregoing, the Contractor agrees to be available for full consultation as may be needed in the event of emergencies or unanticipated difficulties within the Department.

3. Compensation. It is expressly understood and agreed that the County shall pay the Contractor for the services performed under this Agreement, as specified on Attachment "A", Fee Schedule.

4. Method of Payment of Compensation. At the end of each month in which this Agreement is in effect, the Contractor shall submit a bill to the County for the sum due for the month just ending. Each bill shall set forth the dates and hours worked at the Department, the total sum due and such additional information regarding the services performed under this Agreement as the County may require. The County shall process each bill and pay the sum due and owing the Contractor in accordance with the County's procedure for payment of Accounts Payable.

5. Supplies. The County shall provide all necessary drugs and related supplies needed to provide adequate care for the animals at the County's Animal Shelter. Should the Contractor, while providing services pursuant to this Agreement, have any questions, concerns or problems with respect to appropriate support personnel and supplies, the Contractor shall communicate the questions, concerns or problems to the Department's Director.

6. Retention of Records. The Department shall have sole and exclusive right to the retention of all records pertaining to the animals placed at the County's Animal Shelter and the services rendered pursuant to this Agreement. The Contractor, however, shall have access to all such records required to perform the services to be provided under this Agreement.

7. Compliance with the Law and Licensing Requirements. The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Contractor shall also meet all Federal, State and local license and authorization requirements for the practice of veterinary medicine and surgery. Failure by the Contractor to obtain and/or maintain any required license and authorization requirements and/or the loss of the same, shall result in the immediate and automatic termination of this Agreement.

8. Nondiscrimination. The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

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

the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended; and The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Any violation of Federal State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the Contractor is providing services to the County shall be regarded as a material breach of this Agreement and the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

9. Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor and that he shall in no way be deemed to be and shall not hold himself out as an employee, servant or agent of the County. The Contractor shall be responsible for the withholding and payment of all taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments. The Contractor shall not be entitled to any fringe benefits which the County provides to its employees including, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity.

10. Indemnification and Hold Harmless. The Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees that they may incur as a result of any failure to comply with the terms of this Agreement, violation of any applicable federal or State of Michigan law, rule or regulation, an intentional tort or negligent acts or omissions by the Contractor or any of his employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

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

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or

aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with limits of liability of not less than \$1,000,000.00 per claim.
- E. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford, all the County of Wexford's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof and shall be considered to be primary coverage to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- F. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford County Administrator, 437 E. Division St., Cadillac, MI 49601".
- G. Proof of Insurance - The Contractor shall provide to the County of Wexford at the time that the copies of this Agreement are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- H. Continuation of Coverage - If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the Wexford County Administrator at least ten (10) days prior to the expiration date.

12. Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The County and Contractor mutually agree that the venue for the bringing and maintaining of any action in law or in equity that arises out of this Agreement shall be established in accordance with statutes and Court Rules of the State of Michigan. In the event an action is

brought in federal court, the County and Contractor agree that the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

13. Waivers. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

14. Modification of Agreement. Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

15. Assignment or Subcontracting. During times of illness, vacation, or leaves of absence for other reasons, the Contractor shall, subject to the approval of the Department's Director, assign through subcontracts licensed veterinarians to provide services required under this Agreement. The Contractor shall be responsible for the acts, omissions or errors of such veterinarians in their performance of services required under this Agreement. The Contractor shall also be solely responsible for payment of any compensation to be received by such veterinarians. The Contractor, except as otherwise provided in this section, shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

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

17. Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. Agreement Period, Option to Renew and Termination. The term of this Agreement shall commence on the 1st day of January, 2018, and shall continue to the 31st day of December, 2018, at which time it shall terminate unless extended as authorized in this Agreement.

The County shall, in its sole discretion, have four (4) options to renew the term of this Agreement by one (1) additional year for each option. The first option, if exercised, will extend the term of the Agreement to December 31, 2019; the second option to December 31, 2020; the third option to December 31, 2021 and; the fourth option to December 31, 2022. It is expressly understood and agreed that this Agreement may not be extended beyond December 31, 2022. To exercise its options to renew, the County shall notify the Contractor in writing prior to the end of the initial term for the first year extension and in writing prior to the end of each extended term. If such notice is not given, this Agreement shall terminate at the end of its current term.

Notwithstanding any other provision in this Agreement to the contrary, either of the parties to this Agreement may terminate this Agreement upon thirty (30) days prior written notification to the other party.

19. Invalid/Unenforceable Provisions. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

20. Certification of Authority to Sign Agreement. The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF WEXFORD

By: Leslie D. Housler
Leslie D. Housler
Chairman, Wexford County
Board of Commissioners

Date: 8/16/2017

By: Elaine Richardson
Elaine Richardson, County Clerk

Date: 8/16/2017

CONTRACTOR

By: Allen Meyer, DMV
Allen Meyer, DMV

Date: 2-28-18

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: November 18, 2020
SUBJECT: Lists of Assets to Dispose

SUMMARY OF ITEM TO BE PRESENTED:

Below is a list of County Property that is no longer needed. County Policy requires the board approve a listing of items slated for disposal.

One (1) 1996 Skidoo Formula 500
One (1) 2000 Kawasaki Motorcycle
One (1) 2005 Chevy Silverado
One (1) 2007 Chevy Malibu
One (1) 2007 Chevy Impala
Four (4) 2010 Chevy Impalas
One (1) 2016 Dodge Charger

Also there are numerous file cabinets and miscellaneous office furniture being stored at the old jail and no longer being used, however, could be useful to the public.

RECOMMENDATION:

The Finance Committee recommends the full board approve disposing of the excess equipment through a publicly advertised garage sale or other publicly advertised means.



J.11.

OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Date: November 10, 2020
To: Wexford County Administrator;
Janet Koch
From: Lt. Richard Denison
Reference: Purchase of an Animal Control Vehicle/Equipment

Good Afternoon Janet,

I have attached quotes for a purchase of a new Animal Control Truck along with a quote for a new cargo/animal transport container for the vehicle.

I feel it would be very beneficial for us to purchase these items out of the current Animal Control Fund Balance Account instead of the upcoming budget cycle/capital improvement process.

This would allow the county concentrate on other needs during the upcoming budget cycle along with improvement in the Animal Control current vehicle needs. The funds in the current fund balance far exceeds the cost of the new vehicle and transport container.

Thank you for your time,

Lt. Richard Denison

Jackson Creek Manufacturing Inc.

P.O. Box 37
206 Bingham Industrial Dr.
Denton, NC 27239-7795

Quote

Date	Quote #
10/28/2020	13532

Name / Address
Wexford County Sheriff's Office Animal Control 1015 Lincoln St Cadillac MI 49601

Ship To
Wexford County Sheriff's Office Animal Control 1015 Lincoln St Cadillac MI 49601

		Terms	Rep	Project
		Net 30	WB	
Item	Description	Qty	Cost	Total
SSCMD17.1	Stainless Steel Chassis Mount Deluxe Animal Control Truck Body; 7 Animal Compartments; All aluminum framework prevents rusting and reduces weight; Insulation on roof, floor, end wall and divider walls; stainless steel interior and exterior; Side compartment lift allows large animals to be ground loaded reducing the need for physical lifting; Exterior doors have heavy duty locking stainless steel slam latches keyed alike with gas struts to hold door open and operable louver panels; Interior safety door with catch-pole slot; Swing Divider on rear center compartments; 12-volt high output exhaust fan; AC/Heat (ties in to truck system, requires RI 34A system) with controls in cab of truck; Storage compartment on driver's side at rear of unit (includes carpeted shelves); All compartments have floor drains, all animal compartments have removable heavy rubber floor mats; rear bumper built into unit; side skirts to bottom of body line with clear lights; stainless steel hinges and latches; All lights are LED lights; lighting includes interior lights in all animal compartments, all DOT required lighting, rear scene lights, rear directional arrow bar light, top rear strobe light; roof rack; interior temperature monitor with digital read-out in truck cab ***Requires Factory Rear Camera to meet Federal Standards****	1	26,100.00	26,100.00T
Install CM	Installation of SSCMD unit	1	750.00	750.00T
Shipping	Delivery of Completed Truck/Body to Cadillac, MI	1	1,470.00	1,470.00
		Total		

Jackson Creek Manufacturing Inc.

P.O. Box 37
206 Bingham Industrial Dr.
Denton, NC 27239-7795

Quote

Date	Quote #
10/28/2020	13532

Name / Address
Wexford County Sheriff's Office Animal Control 1015 Lincoln St Cadillac MI 49601

Ship To
Wexford County Sheriff's Office Animal Control 1015 Lincoln St Cadillac MI 49601

Terms	Rep	Project
Net 30	WB	

Item	Description	Qty	Cost	Total
	<p>***Quote is Valid for 30 (Thirty) Days*** ***Delivery 90-120 (Ninety-One Hundred Twenty) Days ARO*** Jackson Creek Mfg., Inc. P.O. Box 37 Denton, NC 27239 PH# 888.221.7823 FAX# 336.859.4562 Contact: Warren Brown, wbrown@jacksoncreekmfg.com *****Jackson Creek Mfg., Inc. is a NATM certified trailer manufacturer***** *****All Truck Body Installations Meet FMVSS 111 Requirements***** Out-of-state sale, exempt from sales tax</p>		0.00%	0.00
Total				\$28,320.00



November 6, 2020

Wexford County Sheriff Department
Attn: Lieutenant Richard H. Denison II
437 East Division Street
Cadillac, MI 49601

Dear Lieutenant Richard H. Denison II:

Price on 2021 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2021 Ford F250 Super Cab 4x4 Pickup Box Delete in Agate Black \$29,157.00 ea

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: TBD.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales

9950# GVWR Regular Cab 8 Ft. Box, 142"WB, 10000# GVWR

[] Base Price 4x2 (F2A/600a), (T.4)	\$22,971.00
[] Base Price 4x4 (F2B/600a), (T.6)	\$25,424.00
[] Base Price 4x4 (F2B/600a), (T.9) (6.7L Diesel Engine)	\$33,209.00

10000# GVWR SuperCab 6 3/4 Ft. SHORT Box, 148"WB, 10000# GVWR

[] Base Price 4x2 (X2A/600a)	\$24,420.00
[] Base Price 4x4 (X2B/600a), (T.7)	\$26,872.00

10000# GVWR SuperCab 8 Ft. Box, 164"WB, 10000# GVWR

[] Base Price 4x2 (X2A/600a), (T.5)	\$24,596.00
[x] Base Price 4x4 (X2B/600a) (T.8)	\$27,057.00

10000# GVWR Crew Cab 6 3/4 Ft. SHORT Box, 160" WB, 10000# GVWR

[] Base Price 4x2 (W2A/600a)	\$25,526.00
[] Base Price 4x4 (W2B/600a)	\$27,983.00

10000# GVWR Crew Cab 8 Ft. Box, 176" WB, 10000# GVWR

[] Base Price 4x2 (W2A/600a)	\$25,701.00
[] Base Price 4x4 (W2B/600a)	\$28,163.00

<u>Available Standard Options</u>		<u>Price</u>	
	<u>Option</u>	<u>Reg.&Super/Crewcab</u>	
[] 6.7L Power Stroke 4V Diesel V8 (B20)/10-Spd Auto.	99T/44G	10,495.00	
[] 7.3L 2V DECVT NA PFI V8 Gas/TorqShift 10-Spd Auto.	99N/44G	2,045.00	
[] CNG/LPG Fuel Capable Engine (w/ 6.2L only)	98F	315.00	
[] Engine Block Heater	41H	100.00	
[x] Seats, 40/20/40 Split Bench Cloth	1S	100.00/315.00	
[] Seat, Vinyl High Back Buckets (Regular Cab only)	LS	355.00	
[] Seats, Cloth High Back Buckets	4S	515.00/615.00	
[] Tires, LT245/75Rx17E All-Terrain (5)	TBM	165.00	
[] Tires, LT265/70R17E OWL All-Terrain (4)(Spare is BSW)	TCD	455.00	
[] CNG/LPG Prep Fuel Capable Engine	98F	315.00	
[] Engine Idle Shutdown (avail. w/6.7L diesel Only)	63T	250.00	
[] Operator Commanded Regeneration (OCR) (6.7L Diesel Only)	98R	250.00	
[x] Power Windows, Locks, Heated Mirrors, and Remote Keyless Entry	90L/54K	915.00/1125.00cc	
[] Powercode Remote Start System (<u>Reg. Power Equip. Grp 90L</u>) 76S		250.00	
[] Privacy Glass with Heated Backlight/Rear Window Defrost (<u>Requires Power Equipment 90L/54K</u>)	43B/924	90.00	
[] Dual Alternators, Diesel only (total of 377 amps)	67B	115.00	
[] Alternator 240 amp (6.2L Gas Only)	67E	85.00	
[] Alternator 397 amp w/Dual Batteries (78 Amp.) (7.3L Gas Only)	67B/86M	325.00	
[] Alternator 397 amp (6.7L Diesel Only)	67B	115.00	
[] Dual Batteries (78 Amp.) (Gas Engines Only)	86M	210.00	
[] 110V/400W Outlet (Includes 240 Amp Alternator 67E)	43C/67E	260.00	
[] Keys Extra (Regular) \$75.00 x __=	Sig	75.00 ea	
[] Keys Extra (With Power Group) \$220.00 x __=	Sig	220.00 ea	
[] Trailer Brake Controller	52B	270.00	
[] Transmission Power Take-Off <u>Provlision (Diesel Only)</u>	62R	280.00	
[x] Cab Steps Molded Black	18B	320.00/445.00	

[] Reverse Vehicle Aid Sensor	76R	245.00
[] Roof Clearance Lights	592	80.00
[] Tailgate Step, Incl. Tailgate Assist, Step & Handle	85G	375.00
[] Speed Control	525	235.00
[x] Upfitter Switches (6) located in overhead console	66S	165.00
[] Upfitter Interface Module	18A	295.00
[] 9900 GVWR Package	68D	100.00
[] 4x4 Off-Road Pkg (Incl. Skid Plates, E-Locking Axle & AT Tires)	17X/X3E/TBM	950.00
[] Snow Plow Prep Package (N/A with 67H)	473	250.00
[] Camper Package	471	160.00
[] Snow Plow/Camper Package	47B	245.00
[] Suspension Package, Heavy Service (N/A with 473)	67H	125.00
[] XL Decor Group (Chrome front and rear step bumper, Bright chrome hub covers and center ornaments)	17F	220.00
[] XL Value Pkg (Chrome front and rear step bumper, Bright Chrome Hub Covers and Center Ornaments & Cruise Control)	96V	395.00
[] Fleet Drivers Assistance Package (Power Equipment Group, BLIS® (Blind Spot Information System) w/Cross-Traffic Alert And Trailer Tow (BLIS sensor in taillamp), Lane-Keeping Alert, Pre-Collision Assist with Automatic Emergency Braking (AEB) And Forward Collision Warning	96F/90L	1910.00
[] STX APPEARANCE PACKAGE (AM/FM Stereo MP3 player (speakers; four (4) with Regular Cab, six (6) with SuperCab and Crew Cab), Bright Chrome Grille, Bright Hub Covers, Chrome Front and Rear Step Bumpers, Cruise Control, STX Fender Vent Badge, 18" Sparkle Silver Painted Cast Aluminum Wheels (648), and LT275/65Rx18E BSW A/S (TCH) (4x2)/LT275/65Rx18E OWL A/T (TDU) (4x4)	17S	2155.00
[x] Pickup Box Delete (8' box only) (Not Available w/7.3L V8)	66D	(465.00)
[x] Rearview Camera Prep Kit for Box Delete (Includes Loose Camera, Wiring Bundle, and Electrochromic Mirror w/Video Display)	872	415.00
[] Heavy Service Package for Pickup Box Delete Only	63R	125.00
[] Spare Tire & Rim (for Box delete only)	512	295.00
[] Axle, Electronic Locking	X3_	390.00
[] Daytime running Lights	942	45.00
[] Skid Plate Package	41P	100.00
[] Box Link Cleats	66B	75.00
[] Drop in Plastic Bedliner	85L	350.00
[] Tough Bed (Spray-in-bedliner)	85S	595.00
[] Bed Mat (N/A w/85S Tough Bed Spray-in-Bedliner)	85M	180.00
[] Splash Guards/Mud Flaps	61S/62S	130.00
[] Wheel Well Liner (Front)	61L	180.00
[] Wheel Well Liner Front and Rear	61N	325.00
[] Exterior Backup Alarm	76C	140.00
[] LED Box Light (Not Available with LED Warning Strobes 91S)	66L	60.00
[] LED Warning Strobes-Amber	91S	675.00
[] Dual Spot Lamps	MME2	1050.00
[] Dual Spot Lamps LED	MME2	1400.00
[x] Single Spot Lamp	MME1	525.00
[] Single Spot Lamp LED	MME1	700.00

Colors for F-250

<u>Exterior Colors</u>		<u>Interior Steel (Grey)</u>
Race Red	[PQ]	[]
Antimatter Blue Metallic	[HX]	[]
Iconic Silver Metallic	[JS]	[]
Agate Black	[UM]	[x]
Oxford White	[Z1]	[]
Carbonized Gray Metallic	[M7]	[]
Stone Gray	{D1}	[]
SPECIAL PAINT		
School Bus Yellow Add \$660.00	[BY]	[]
Omaha Orange Add \$660.00	[MB]	[]
Green Gem Add \$660.00	[W6]	[]

Total Price \$29,157.00 ea

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Joe Porterfield, Equalization Director
FOR MEETING DATE: November 18, 2020
SUBJECT: Interlocal Agreement – Designated Assessor

SUMMARY OF ITEM TO BE PRESENTED:

The Property Assessing Reform legislation of 2018 requires an interlocal agreement between the County and a majority of local units naming an individual as the County Designated Assessor. Once signed, the interlocal agreement and Designated Assessor must be approved by the State Tax Commission prior to January 1st, 2021.

RECOMMENDATION:

Recommendation is to approve the Interlocal Agreement as presented and allow the board Chair to sign. The state is requiring a roll call vote with a copy of the minutes after approval.

Interlocal Agreement for Wexford County to Approve the Designated Assessor for the period January 1, 2021 through December 31, 2025

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter "AGREEMENT") has been executed by the Board of Commissioners for Wexford County, a majority of the assessing districts in Wexford County, and the individual put forth as the proposed Designated Assessor. Wexford County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the "Parties."

RECITALS

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Wexford, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County's Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

NOW, THEREFORE, based on the foregoing Recitals, and in consideration of the terms of this Agreement, the Members agree as follows:

BACKGROUND INFORMATION

Wexford County proposes that Clifford (Joe) Porterfield (R-8388) In his capacity as an employee working as the Wexford County Equalization Director serve as the Designated Assessor for the following assessing districts within Wexford County. Antioch Township, Boon Township, Cedar Creek Township, Cherry grove Township, Clam Lake Township, Colfax Township, Greenwood Township, Hanover Township, Haring Charter Township, Henderson Township, Liberty Township, Selma Township, Slagle Township, South Branch Township, Springville Township, Wexford Township, The City of Cadillac and the City of Manton. Constituting a complete roster of the assessing districts in Wexford County. Included as an addendum to this AGREEMENT are the Wexford County SEV totals by class, including special act values, those properties deemed unique or complex by a local assessing district, and a listing of the total number of parcels, by classification, including special act rolls, within each assessing district.

Once the designated assessor process is invoked, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an assessing district at the following location: Wexford County Equalization Department, designated assessor's office or other mutually agreeable location. The Parties further agree that specific hours will be negotiated as part of the employment contract to be executed in the event an assessing district is subject to the designated assessor process.

QUALIFICATIONS OF DESIGNATED ASSESSOR

Included as an addendum to this AGREEMENT, the Wexford County Board of Commissioners has received and reviewed the following documents provided by the Designated Assessor:

1. Resume, curriculum vitae, or other documents providing the Designated Assessor's current employment status as well as additional and specific details regarding the Designated Assessor's current assessing or equalization responsibilities and local unit assessing experience as it relates to being approved as the Designated Assessor for Wexford County.
2. Disclosure of any conflicts of the interest involving the proposed Designated Assessor, the County, or any assessing district, if applicable.

It is understood that the individual identified as the Designated Assessor in this AGREEMENT will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and when required to serve as the Designated Assessor for an assessing district in Wexford County shall act as the Assessor of Record for that assessing district. When acting as the Assessor of Record for an assessing district, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Rolls*.

DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR

The Designated Assessor, while serving as the assessor of record for an assessing district within Wexford County, shall satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

Within 10 business days of being appointed as the Designated Assessor for the assessing district, the Designated Assessor shall prepare and transmit to the assessing district's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.

The Parties agree that the Designated Assessor, while serving as the assessor of record for an assessing district within Wexford County, shall:

1. Attend all March, July and December Board of Review meetings.
2. Attend and Defend all Small claims appeals and provide support documentation and testimony as needed for Full Michigan Tax Tribunal cases.
3. The Designated Assessor shall prepare the following reports for review by the supervisor, manager, chief executive, board, or council: All L- reports and others as requested.

For an assessing district employing assessing staff other than the assessor of record, assessing staff will conduct their duties as under the direction and supervision of the Designated Assessor, subject to the following limitations: any disciplinary actions up to and including terminations will be handled by the local unit board.

While not acting in the capacity as the Designated Assessor for an assessing district, the Designated Assessor will have the following duties and responsibilities for Wexford County and the assessing districts within Wexford County: The Designated Assessor will be available to provide support and recommendations for corrective action plans or keeping the local unit compliant with Annual assessing requirements .

DUTIES AND RESPONSIBILITIES OF WEXFORD COUNTY AND ASSESSING DISTRICTS WITHIN WEXFORD COUNTY

The Parties to this AGREEMENT understand and agree that the assessing districts identified in this AGREEMENT required to utilize the services of the Designated Assessor will, during and throughout the term of this AGREEMENT, to the following:

1. Provide the Designated Assessor with reasonable access to records, documents, databases and information in order to allow the Designated Assessor to serve as the assessor of record for the assessing district and satisfy all requirements *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
2. Furnish the Designated Assessor with any applicable policies and procedures that the Designated Assessor may be subject to during the period of time the Designated Assessor serves as the assessing district's assessor of record.
3. Provide any technology, equipment, and workspace necessary for the Designated Assessor to carry out their requirements under this Agreement.

DESIGNATED ASSESSOR COMPENSATION

The Designated Assessor may charge an assessing district that is required to contract with the Designated Assessor and that assessing district shall pay, for the reasonable costs incurred by the Designated Assessor in serving as the assessing district's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office. See the attached fee schedule (Addendum A). This interlocal agreement shall become effective upon the execution hereof by the parties hereto.

Certification. The persons signing this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties, and that this Agreement has been authorized by the Parties.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

COUNTY OF WEXFORD

Gary Taylor, Chairperson
County Board of Commissioners

Date

ANTIOCH TOWNSHIP

Thomas Willams Supervisor

Date

BOON TOWNSHIP

Tim Porter Supervisor

Date

CEDAR CREEK TOWNSHIP

Jack Dontje Supervisor

Date

CHERRY GROVE TOWNSHIP

Kathy Adams Supervisor

Date

CLAM LAKE TOWNSHIP

Steven Kitler Supervisor

Date

COLFAX TOWNSHIP

Dallas Wood Supervisor

Date

GREENWOOD TOWNSHIP

Alan Mohler Supervisor

Date

HANOVER TOWNSHIP

Peter Hansen Supervisor

Date

HARING TOWNSHIP

Robert Scarbrough Supervisor

Date

HENDERSON TOWNSHIP

Gerald Sours Supervisor

Date

LIBERTY TOWNSHIP

Beverly Monroe Supervisor

Date

SELMA TOWNSHIP

Mike Boyd Supervisor

Date

SLAGLE TOWNSHIP

Thomas Mannor Supervisor

Date

SOUTH BRANCH TOWNSHIP

Michael Reilly Supervisor

Date

SPRINGVILLE TOWNSHIP

Clyde Kastl Supervisor

Date

WEXFORD TOWNSHIP

David Williams Supervisor

Date

CITY OF CADILLAC

Carla J Filkins Mayor
CITY OF MANTON

Date

Sam Cronkhite Mayor

Date

DESIGNATED COUNTY ASSESSOR

Clifford (Joe) Porterfield

Date

11/18/2020

J.13.

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

Adj #	Acct	Acct Description	Revenue	Expense	a.
20201103	101.101.699.00	Appropriated Fund Balance	\$ 500,000		
	101.290.720.01	Retirement		\$ 500,000	
	One-time payment to MERS unassociated surplus division.				
20201104	101.286.528.03	CESF-Courts	\$ 64,089		b.
	101.286.726.01	CESF-Courts-Supply/Materials		\$ 49,314	
	101.286.800.01	CESF-Courts Contractual		3,600	
	101.286.802.01	CESF-Courts Other		2,175	
	101.286.980.01	CESF-Courts Equipment		9,000	
	To account for the CESF Grant for the Courts.				
20201105	101.286.528.04	CESF-Prosecutor	\$ 22,500		c.
	101.286.726.02	CESF-Prosecutor-Supply/Materials		\$ 19,100	
	101.286.800.02	CESF-Prosecutor-Contractual		3,400	
	To account for the CESF Grant for the Prosecutor.				
20201106	101.286.528.05	CESF-Sheriff	\$ 54,720		d.
	101.286.726.03	CESF-Sheriff-Supply/Materials		\$ 38,311	
	101.286.800.03	CESF-Sheriff-Contractual		4,031	
	101.286.980.03	CESF-Sheriff-Equipment		12,378	
	To account for the CESF Grant for the Sheriff.				

**Administrator's Report to the BOC****For the meeting of November 18, 2020****Completed Projects/Tasks**

FOIA Requests: The Administration Office received 3 new Freedom of Information requests between October 31 and November 13.

New Employees: No new employees have started working at the County since the last Board of Commissioners meeting.

Michigan Indigent Defense Commission (MIDC) Reporting: The required 4th quarter financial status report and fiscal year end reports were submitted to the MIDC ahead of the deadline. These documents were in the Finance Committee agenda packet for their Nov. 12 meeting.

Current Projects/Tasks

Coronavirus Relief Local Governments Grants Program (CRLGG): The CRLGG funding is federal funding from the CARES Act. Michigan's Department of Treasury has noted that the US Treasury Office of Inspector General will be looking closely at CRLGG expenses reported in Category A: Administrative expenses and Category R: Items not listed above. Michigan's Treasury said some local units listed ALL costs as "R." Our expenses were in Category L: Payroll for Public Health & Safety Employees. As a little bonus, since we incurred and reported all costs in the initial reporting period, we do NOT need to complete the final report.

Department Head Replacement: Though the position of Chief Public Defender was posted widely in the hopes of attracting numerous quality applicants, we received only three applications. We are scheduling interviews to take place before Thanksgiving. Nate Karnes has been appointed as Interim Chief Public Defender.

Additional Notes/Meetings

Michigan Association of Equalization Directors: At a recent (socially distanced) meeting at the Wex, the Michigan Assessor's Association presented Joe Porterfield with their 2020 Property Tax Achievement Award. Under Joe's direction, every community in Wexford County successfully passed the Audits of Minimum Assessing Requirements (AMAR). This was the first time a county had done so in the 6 years of the AMAR.

Rise Up - Cadillac Area Chamber of Commerce: This virtual event was attended by 35 people; I provided a County update and Kent Myers of Veterans Services talked about the many services his office is providing for our veterans.

Kevin Hughes of District Health Department #10 also attended; he noted the recent increase in positive COVID-19 cases and said the DHD #10 staff is doing their best to keep up with contact tracing. He also noted that when a COVID-19 vaccine becomes available, the first people to receive it will be health care workers, first responders, and the most vulnerable members of our population. The earliest that mass community vaccinations will be available is likely to be late spring or early summer of 2021. Jennifer Brown, Superintendent of CAPS, said that while students are required to wear masks, that there are "mask breaks" built into the school day.

Respectfully submitted,
Janet Koch, County Administrator

L.

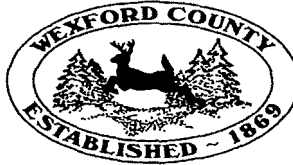
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RICHARD OLSON, Clerk
rolson@wexfordcounty.org

November 9, 2020

Wexford County Board of Commissioners
c/o Janet Koch, Wexford County Administrator
437 East Division Street
Cadillac, MI 49601

Received by Wexford County

NOV 09 2020

In Re: Resignation

Administration Office

Mrs. Koch,


As you know, I have been elected to serve as the next judge for the 28th Circuit Court. I am humbled by this honor and excited to continue my service to the people of Wexford County and now Missaukee County in this new role.

Also, as you know, Corey Wiggins has been elected to replace me as the Wexford County Prosecutor.

As I informed you, the judges, both county clerks, and Mr. Wiggins last week, I want to provide for a smooth transition of responsibilities. Particularly, I note that the COVID-19 pandemic has caused a backlog of felony criminal cases in the 28th Circuit Court. I cannot preside over these cases since they were charged while I was the prosecutor. Additionally, I will not be able to preside over any new felony criminal cases charged between now and the end of the year for the same reason should I remain the prosecutor until the end of my term. In order to reduce the need for coverage of these cases by the other present judges and any substitute judges, I believe that it is advisable for me to step down early. Mr. Wiggins and I were prepared for this situation; therefore, I do not see this impacting the work being done by my current office.

Serving as the Wexford County Prosecutor has been my honor. I hereby tender my resignation and ask it be made effective 5:00 pm Friday November 13, 2020.

Very Respectfully,


Jason Elmore
Wexford County Prosecutor

cc. Hon. Judge William Fagerman
Hon. Audrey VanAlst
Hon. Edward VanAlst
Hon. Melissa Ransom
Corey Wiggins, Wexford County Prosecutor - Elect