



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, December 16, 2020 beginning at 4:00 p.m. in the 28th Circuit Courtroom of the Historic Courthouse in Cadillac, MI, 49601.

PUBLIC PARTICIPATION

In accordance with the Michigan Department of Health and Human Services Gathering and Face Mask Order and to prevent further spread of the COVID-19 virus, **public participation will be remote only**. The Wexford County Board of Commissioners, Staff and General Public may attend the meeting by one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 630 706 0616#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on "Join a Meeting." Join using Meeting ID 630 706 0616.
- **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 630 706 0616.

YouTube Viewing Only. Go to <https://wexfordcounty.org/> circuit court page and click on the link or click on https://www.youtube.com/channel/UCo0cqCPLYsPS7c5O1dIOmnA?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
 - 1. Swearing In - 2021 Board of Commissioners (*Honorable William M. Fagerman*)
- 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 December 2, 2020, Regular Meeting Minutes 1

J. AGENDA ITEMS

- 1. Public Hearing on the 2021 Budget (BOC 12/2/20) 5
- 2. Approval of the Proposed 2021 Budget (BOC 12/2/20) 7
- 3. Resolution 20-31 General Appropriations Act (BOC 12/2/20)..... 8
- 4. Cedar Creek Water System Reliability Study/General Plan (Executive 12/8/20)..... 17
- 5. Peerless Midwest Quote for Well 2 (Executive 12/8/20) 20
- 6. Resolution 20-29 Public Act 152 Health Care Requirements (Executive 12/8/20)..... 23
- 7. DHD#10 Request (Executive 12/8/20)..... 26
- 8. Resolution 20-?? Supporting Local Businesses & Restaurants (Executive 12/8/20) ... 27
- 9. Year End Budget Adjustments (Finance 12/10/20)..... 30
- 10. ORV Law Enforcement Grant Agreement (Finance 12/10/20)..... 31
- 11. Purchase Order Request for a Patrol Car (Finance 12/10/20)..... 34
- 12. Empiric Solutions Agreement (Finance 12/10/20) 39
- 13. Budget Amendments (Finance 12/10/20) 52

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L. CORRESPONDENCE

M. PUBLIC COMMENTS

N. LIAISON REPORTS

O. BOARD COMMENTS

P. CHAIR COMMENTS

Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting *Wednesday, December 2, 2020

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

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

Absent- None.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

1. Add J.8. MERS Agreement Addenda
2. Add J.9. MAA 2020 Property Tax Achievement Award

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the agenda, as amended.

Roll Call: Motion passed unanimously.

Employee Recognition- *None.*

Presentation and Reports- *None.*

Public Comment- *None.*

Consent Agenda

1. Approval of the November 18, 2020, Regular Meeting Minutes
2. Resignation from the 911 Committee
3. Appointment to the Special Committees, Boards & Commissions

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

One Commissioner questioned an error in the November 18th meeting minutes.

Clerk Nyman explained that the error had already been pointed out to her by another Commissioner and the appropriate changes were made.

Roll Call: Motion passed 9-0.

Agenda Items

1. Community Corrections Part-Time Wage Scale

MOTION by Comm Theobald, seconded by Comm Musta to approve the wage scale for the Community Corrections Part-time Substance Abuse Testers to become effective January 1, 2021.

Roll Call: Motion passed 9-0.

2. MEI Special Consideration

MOTION by Comm Bengelink, seconded by Comm Bush to accept the request for special consideration for a Medical Examiner Investigation and approve the additional compensation of \$100.

Roll Call: Motion passed 9-0.

3. Resolution 20-28 FY21 Snowmobile Grant Agreement

MOTION by Comm Bengelink, seconded by Comm Nichols to approve Resolution 20-28 Supporting Fiscal Year 2021 Snowmobile Law Enforcement Program Grant Agreement and authorize the Board Chairman to sign the grant agreement on behalf of the County.

Roll Call: Motion passed unanimously.

4. Health Insurance Rate 2021

MOTION by Comm Musta, seconded by Comm Potter to renew the current insurance plans with the exception of switching to Dearborn National for employer paid life, employer paid short-term disability, and voluntary life rates.

Roll Call: Motion passed unanimously.

5. 2021 Proposed Budget

MOTION by Comm Potter, seconded by Comm Musta to hold a Public Hearing on the 2021 budget on Wednesday, December 16, 2020, at 4:00 p.m.

Roll Call: Motion passed 9-0.

6. Team Life, Inc. AED's

MOTION by Comm Bengelink, seconded by Comm Potter to approve the Team Life Inc. quote for 21 AEDS in the amount of \$31,752.00.

Roll Call: Motion passed 9-0.

7. MERS Payment

MOTION by Comm Theobald, seconded by Comm Potter to delay the additional voluntary December payment to MERS until on or after March 31, 2021.

One Commissioner questioned the reasoning for this. It was explained that it was a budgetary concern.

Roll Call: Motion passed unanimously.

8. MERS Agreement Addenda
MOTION by Comm Bengelink, seconded by Comm Theobald to approve the MERS reporting per the Hybrid Plan and Defined Benefit Plan adoption agreement addenda effective January 1, 2021.

Roll Call: Motion passed unanimously.

9. MAA 2020 Property Tax Achievement Award
MOTION by Comm Nichols, seconded by Comm Potter to send a letter to Joe Porterfield, the Equalization Department and local County Assessors recognizing their achievement and authorize the Board Chairman to sign the letter of behalf of the County.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Koch explained that she attended the MAC Webinar. The webinar focused primarily on bills that are hoping to get passed, Covid, and the Raffaele decision.

She informed the Board that the Chief Public Defenders position had been offered and accepted by Bob Champion. He is excited to meet the Board and get started.

She also informed the Board that there might be a nibble on the old jail. There is a phone call scheduled, and the information will be presented to the Executive Committee.

Correspondence-

Public Comments-

Alaina Nyman, County Clerk, informed the Board that she scheduled Judge Fagerman to attend the next Board meeting to swear in members one last time before he retires.

Liaison Reports-

Comm Nichols attended the NMCAA and District 10 Health Department meetings. That information will be emailed.

Comm Hurlburt stated that today was the first day for MMR to take over for North Flight. He had been in contact with Paul Owens and Duane Alworden, and both said things were running fairly smoothly.

Board Comments

Comm Bengelink read a quote from Joseph Stalin.

Comm Theobald congratulated Joe Porterfield and his staff for the award they received.

Comm Potter stated he hoped we could meet in person on the 16th.

Comm Musta thanked everyone for turning the budget around in such a short time frame.

Chair Comments

Comm Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Bengelink, seconded by Comm Theobald to adjourn at 4:17 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: December 16, 2020
SUBJECT: Public Hearing for 2021 Budget

SUMMARY OF ITEM TO BE PRESENTED:

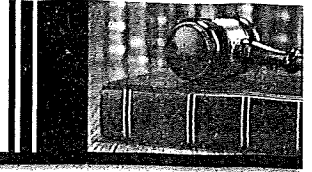
A public hearing notice on the Wexford County 2021 Budget was printed in the Cadillac News on Monday, December 7, 2020.

This hearing will provide for the public to comment on the tax millage rate proposed to be levied to support the proposed 2021 budget. A copy of the advertisement is attached.

RECOMMENDATION:

A motion to open the public hearing.

Public Notices



SLAGLE TOWNSHIP

Volunteers wanted for Slagle-Harrietta Fire Board and the Slagle Township Board of Review. Send resume to the Slagle Township Clerk, 4627 S. 1 Road, Harrietta, Michigan 49638 or Email: slagletwpcclerk@gmail.com
December 7

SHERMAN TOWNSHIP

OSCEOLA COUNTY

REGULAR MONTHLY BOARD MEETING

Sherman Township's regular monthly board meeting, Tuesday, December 8, 2020, 7 pm will be held virtually on Zoom. Please contact the clerk osceolaco.shermantwp.clerk@gmail.com or supervisor shermantwp.osceola.supervisor@gmail.com or by phone 231-829-3611 for meeting ID and password.
December 7

OSCEOLA COUNTY ROAD COMMISSION

PUBLIC HEARING

The Osceola County Road Commission will be holding a Public Hearing on the 2021 budget. Hearing to be held at 4737 Makwa Dr., Hersey, Michigan, 49639, December 10, 2020 at 9:30 AM.

Gary Wemple, Chairman.

December 7 (CN)

December 7 (NMN)

WEXFORD COUNTY

NOTICE TO THE PUBLIC 2021 BUDGET HEARING

The Wexford County Board of Commissioners will hold a public hearing on December 16, 2020, at 4:00 p.m. The purpose of the hearing will be for the public to comment on the proposed budget for the fiscal year ending December 31, 2021. **The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.** The proposed millage rates to be levied are 6.7797 mills for the County's general operations, 1.0000 mills for Older Citizens Services, 1.4500 mills for Road Patrol Services, .1000 mills for the Department of Veterans Services, .2000 mills for Animal Control Services and .1700 for MSUE for a total millage request of 9.6997 mills.

The hearing will be held on Wednesday, December 16, 2020 at 4:00 p.m. on the third floor, Circuit Courtroom of the Wexford County Historic Courthouse at 437 E. Division Street, Cadillac, MI 49601. The proposed budget may be examined Monday through Friday at the above address in the Office of the County Administrator during normal business hours or you may view it on-line at www.wexfordcounty.org under the tab "Accountability."

December 7



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BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: December 16, 2020
SUBJECT: Approval of the Proposed 2021 Budget

SUMMARY OF ITEM TO BE PRESENTED:

After the public hearing is closed, the 2021 proposed budget needs approval by the Board of Commissioners.

RECOMMENDATION:

Approve the 2021 proposed budget.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: December 16, 2020
SUBJECT: Resolution 20-31, Fiscal Year 2021 Budget Resolution and General Appropriations Act

SUMMARY OF ITEM TO BE PRESENTED:

The Uniform Budgeting and Accounting Act requires that the Board enact a general appropriations act designed to meet county-funded expenditures. The budget for 2021 is incorporated within this resolution and may be adopted after a public hearing is held.

RECOMMENDATION:

A motion to approve Resolution 20-31.

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 sixteenth day of December 2020, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 20-31
FISCAL YEAR 2021 BUDGET RESOLUTION
AND GENERAL APPROPRIATIONS ACT**

WHEREAS, the Uniform Budgeting and Accounting Act (Act 2, P.A. 1968, as amended, being M.C.L. 141.421 through M.C.L. 141.440a) requires that the Board enact a general appropriations act designed to meet county-funded expenditures; and

WHEREAS, county offices, the courts, county departments, and others have submitted requests for a county appropriation in the 2021 budget; and

WHEREAS, the Administrator has submitted a proposed budget as required by statute; and

WHEREAS, the Budget Review Committee has reviewed the proposed budget for each county department and agency under the scope of its policy and legislative auspices and makes recommendations to the Board of Commissioners to adopt the Proposed 2021 Budget; and

WHEREAS, the Budget Review Committee has examined the fiscal requests for 2021 of the various departments, agencies, courts, offices, and activities (“Activity Centers”) which it must legally finance or assist in financing; and

WHEREAS, the Budget Review Committee has taken into consideration the fact that there are required functions of county government or operations which must be budgeted at a serviceable level in order to provide required services and programs; and

WHEREAS, the Budget Review Committee has interviewed officials responsible for providing such services to determine serviceable levels and the funds to sustain such levels; and

WHEREAS, the Board has determined the amount of money to be raised by taxation necessary for expenditures and liabilities for the 2021 fiscal year as follows:

<u>Purpose</u>	<u>Millage</u>
General Operating	6.7708
Road Patrol Services	1.4481
Older Citizen Services	0.9987
Veteran’s	0.0998
Animal Control	0.1997
<u>MSUE</u>	<u>0.1697</u>
Total County Millage	9.6868

and has ordered that money to be raised by taxation within statutory and constitutional limitations; and

WHEREAS, the recommended 2021 budgets were filed with the Wexford County Clerk on the 2nd of December 2020; and

NOW, THEREFORE, BE IT RESOLVED as follows:

1. That the 2021 Wexford County Budget for the General Fund, which is incorporated by reference herein, is hereby adopted on a basis consistent with the Wexford County Annual Budget Development Policy, subject to all County policies regarding the expenditure of funds as well as the conditions set forth in this resolution.
2. That the County Treasurer is hereby directed to collect the necessary taxes for the county's operations.
3. That this budget reflects a reasonable allocation of available resources to the various county departments, boards, and agencies, and allows for all mandated services, programs, and activities, including the courts to be performed at serviceable levels or at more than serviceable levels.
4. That the amounts indicated in the following "Budgetary Detail" are hereby appropriated from the General Fund and other funds of Wexford County according to the Activity Centers (Departments) contained in that detail which is incorporated herein by reference, and that such appropriations will be restricted to the functioning of those Activity Centers (Departments) and by the provisions of this Act.

General Fund Revenues			
Source	2019 Amended Budget	2020 Amended Budget	2021 Original Budget
Beginning Year Fund Balance	\$4,744,761	\$6,569,622	\$5,796,059
Taxes	7,056,510	7,375,551	7,535,645
Licenses and Permits	13,210	12,000	13,500
Federal Grants	297,800	295,950	263,500
State Grants	2,070,112	2,115,872	2,111,480
Contribution from Local Units	8,300	8,300	8,300
Charges for Services	1,036,739	1,037,092	1,075,718
Fines and Forfeits	29,725	29,043	26,300
Interest and Rents	135,387	133,679	108,079
Other Revenue	1,091,958	1,161,474	1,176,146
Other Financing Sources (Transfers in)	2,101,364	1,899,387	2,011,231
Total Revenues & Fund Balance	\$18,585,866	\$20,637,970	\$20,125,958

General Fund Expenditures

GF #	Dept. Name	2019 Amended Budget	2020 Amended Budget	2021 Original Budget
101	Commissioners	\$70,632	\$67,537	\$62,537
131	Circuit Court	321,268	348,599	329,927
136	District Court	673,611	652,175	683,469
141	Friend of the Court	937,340	888,449	876,953
147	Jury Commission	3,600	3,550	3,550
148	Probate & Family Court	620,925	637,235	633,900
151	Probation & Parole	2,730	2,730	2,700
166	Circuit Court - Family Counseling	74,623	75,319	74,875
168	Circuit Court - Public Defender	232,140	246,340	256,315
172	Administration	201,040	203,788	215,828
191	Elections	20,200	53,800	38,550
215	Clerk	341,154	295,782	303,470
225	Equalization	412,807	438,590	401,360
229	Prosecuting Attorney	502,386	496,546	619,743
230	Prosecuting Att'y Co-op Reimbursement	49,182	50,940	53,155
236	Register of Deeds	248,309	261,541	271,642
245	Remonumentation Program	46,416	42,737	36,955
253	Treasurer	327,543	335,451	343,125
265	Buildings & Grounds	436,231	334,672	362,795
266	Human Services Building	42,400	92,500	\$81,500
268	DHD #10 Building	38,200	71,600	74,200
270	Jail Building & Grounds	164,610	164,000	164,000
271	Jail Building & Grounds - Carmel St.	0	2,935	3,259
272	Maintenance Storage	5,250	5,150	5,450
275	Drain Commissioner	61,186	53,655	28,215
282	Dept. of Agriculture	144,000	144,000	139,000
290	General Services	837,241	831,656	695,705
301	Sheriff	2,325,883	2,439,085	2,533,983
302	FOC Sheriff Court Security	32,000	30,000	30,000
315	Secondary Road Patrol	103,791	101,672	108,955
331	Marine	16,409	24,848	27,602
333	Federal Forest	4,500	4,500	4,500
334	Snowmobile	16,464	25,250	27,852
335	ORV Grant	35,959	25,396	27,052
351	Jail	2,572,258	2,733,414	2,889,533
426	Emergency Management	51,703	74,708	82,870
526	Sanitary Landfill	138,050	76,650	67,475
605	Contagious Diseases	900	600	750
648	Medical Examiner	116,500	95,400	93,800
681	Veterans Burial	15,000	10,000	10,000
890	Contingencies	2,426	50,000	50,000
965	Transfers	1,022,897	1,010,070	1,082,152
966	Special Appropriations	572,004	568,354	568,001
TOTAL EXPENDITURES		\$13,841,768	\$14,071,224	\$14,366,703

Special Revenue Funds - 2021 Budget

# of Fund	Fund Name	Revenues & Transfers In	Expenditures & Transfers Out
205	Public Safety Fund	\$1,499,300	\$1,499,300
208	Civic Center Fund	\$57,200	\$57,200
215	Friend of the Court Fund	\$22,100	\$22,100
225	Animal Control	\$232,010	\$232,010
243	Court Security Fund	\$129,470	\$129,470
245	Public Improvement Fund	\$240,303	\$240,303
249	Building Inspection Department	\$171,050	\$213,480
254	County Delinquent PPT Admin Fund	\$550	\$550
255	Homestead Audit Fund / PA 105	\$1,210	\$1,210
256	Automation Fund/Register of Deeds	\$40,000	\$40,000
259	Indigent Defense Fund	\$998,590	\$998,590
260	Community Alternative (moved into Gen. Fund)	\$269,715	\$320,209
261	911-Wireless Fund	\$929,000	\$928,470
262	CPL Tech Fund	\$20,000	\$3,000
263	Corrections Officers Training	\$8,000	\$6,200
264	Family Counseling Service Fund	\$3,500	\$3,500
269	Law Library Fund	\$49,000	\$49,000
274	MSU Extension Fund	\$182,167	\$157,625
275	Community Dev. Grant Program	\$100,020	\$100,020
285	Michigan Justice Training Fund	\$4,000	\$4,000
291	Juvenile Justice Grant	\$15,000	\$15,000
292	Child Care Fund	\$552,200	\$552,200
295	Dept. of Veterans Services	\$177,205	\$182,330
296	Senior Services Millage Fund	\$1,081,700	\$1,081,700
360	Courthouse Expansion	\$264,260	\$264,260
362	Jail Project Dept Services	\$477,633	\$477,633
363	Dispatch Debt Service	\$85,268	\$85,268

Enterprise Funds - 2021 Budget

	Fund Name	Revenues & Transfers In	Expenditures & Transfers Out
573	Cedar Creek Water Fund	\$43,780	\$91,353

1. That the following Activity Centers (Departments) are allocated monies as budgeted in the above-mentioned funds in such manners and at such times as prescribed, and furthermore, the County Clerk is authorized to certify each claim within such budgeted allocations and to process a warrant for payment and upon receipt of such warrant the County Treasurer is authorized to pay the claims within such budgeted allocations.

Allocation	Frequency	Date
Board-approved Contracts	As due	
Child Care	As due	
Insurances and Bonds	As due	
Law Library	As due	
Loan/Bond Payments	As due	
Utilities.....	As due	
General Payroll	Biweekly	
Employee Fringe Benefits.....	Biweekly	
Council on Aging	Biweekly	January through March
FOC Referees.....	Monthly	15 th of Month
North Flight.....	Monthly	With Payables
Airport Authority	Monthly	1 st Payable of Month
Community Mental Health	Monthly	1 st Payable of Month
Juvenile Public Defender Contracts.....	Monthly	15 th of Month
District Health.....	Quarterly	1 st Payable of Month
Medical Examiner.....	Quarterly	1 st Payable of Month
Cigarette Tax.....	Annually.....	Following Receipt
Social Services.....	Annually.....	Following Receipt
Substance Abuse	Annually.....	Following Receipt

2. That funds be allocated as may be appropriated by budget action of the Board of Commissioners for the Public Improvements and Capital Fund, Animal Control Fund, Community Corrections Fund, and Debt Service Funds for capital equipment and projects, and to include the amounts due for the payment of purchase agreements and bond payments as scheduled.
3. That funds be allocated as may be appropriated by budget action of the Board of Commissioners. The funds may be transferred by the Finance Chair and the County Treasurer in accordance with such budget and as scheduled.

Allocation	Frequency	Date
Public Safety Fund 205 to General Fund	Annually	Following Request
Special Revenue - General Fund	Annually	Following Request

4. That the following regulations will apply to these appropriations and Activity Centers (Departments) will be deemed to have agreed to these restrictions and obligations by accepting funds pursuant to this Act or otherwise incurring expenditures in expectation of County funding.
 - a. All terms in the Act will have the meaning assigned to them in the Uniform Budgeting and Accounting Act (UBAA). The term “Activity Center” includes all courts receiving funds through this Act.
 - b. All Activity Centers (Departments) receiving funds herein will abide by the UBAA and that any modification, addition, or deletion, of such amounts hereby adopted will be done in accordance with the policies and procedures established by the Board of Commissioners. Each administrative officer in charge of an Activity Center will promptly provide the fiscal officer with all information which the fiscal officer considers necessary and essential to the preparation of a county budget for the ensuing fiscal period.
 - c. All elected officials and department heads will abide by the purchasing policy, as adopted and amended by this Board for all purchases made with funds appropriated by the Board of Commissioners and these budgeted funds are appropriated contingent upon compliance with the purchasing policy. The Finance Chair will not authorize payment of any claims not in compliance with the purchasing policy and monies budgeted.

- d. All travel and expenditure reimbursement will be in accordance with the Wexford County Travel and Purchasing policies.
- e. The amounts appropriated herein will be paid from the County Treasury at the time and in the manner provided by law and other applicable policies or resolutions of the Board, whether enacted to date or subsequently adopted.
- f. Expenditures and revenues will be recorded and reported in the manner provided by law. Fees and other money received by Activity Centers (Departments) will be forwarded promptly to the County Treasurer and credited to the appropriate county fund, except as otherwise provided by this Act or by any other act of the Board.
- g. Except as otherwise provided by law, each Activity Center (Department) will limit expenditures within the appropriations authorized herein and will not attempt to expend funds at a rate which will eventually result in a deficit in any Activity Center without the approval of the Board. All expenditures of county funds and other funds under the control of any activity Center, except as otherwise provided by law, will be expended only for purposes attached to the line-items and within the various policies of the Board of Commissioners, including, but not limited to purchasing policy, applicable collective bargaining agreements and applicable personnel policies. The County of Wexford will only be responsible for the payment of purchases made as provided by law and/or policy.
- h. In the event that the State of Michigan fails to provide certain revenue transfer payments as required by state law and/or contractual agreements between the State and Wexford County, the specific programs funded by such state revenue transfer payment will bear the full impact of such revenue reduction. In the event the State defaults or otherwise fails to provide general, unrestricted revenue transfer payments, the Board, upon the recommendation of the Finance committee, will allocate said revenue reduction in its legislative judgment.

THE WEXFORD COUNTY BOARD OF COMMISSIONERS CANNOT, AND WILL NOT, ABSORB THE PROGRAM COSTS CREATED BY REVENUE TRANSFER PAYMENT DEFAULTS BY THE STATE OF MICHIGAN.

- i. If an Activity Center (Department) desires an additional appropriation, it will forward a detailed request to the Finance Chair describing the proposed budgetary amendment or transfer and the reasons for the action. No funds may be transferred between Activity Centers (Departments) without prior Finance Committee approval.
- j. Except as otherwise provided by law, the number of positions noted for certain Activity Centers (Departments) in the approved Employee Roster, attached as Exhibit A to this resolution, included with the budget will be the maximum staffing level authorized to be drawn from such line-item. No funds are appropriated for any position not on the Employee Roster. No Activity Center will maintain more employees on the payroll than the maximum specified for the appropriate account. In addition, the job position titles, pay classifications, and full-time equated designations for each position are deemed to be the correct classifications, and any modification of employment classifications will be done in conformance with established Board policy. Further, if an Activity Center employs at any time, fewer employees than the maximum specified for the appropriate line-item in this Act, unexpended appropriation in the amount identified with the unfilled position(s) by payroll records will immediately and automatically revert to the General Fund contingency Activity Center.

- k. It is understood that revenues and expenditures may vary from those which are currently contemplated and may be changed from time to time by the Board of Commissioners during the 2021 fiscal year, as deemed necessary. In the event the Board imposes a hiring freeze, and vacancies occur during the existence of that hiring freeze, the hiring freeze will be considered, and is hereby declared to be a position reduction on the Employee Roster. The Board of Commissioners further reserves the right to impose layoffs due to unforeseen financial changes. The County Elected Officials and County Department Heads will abide by whatever changes are made by the Board of Commissioners, if any, relative to the approved positions and the number of employees stated in the Employee Roster.
- l. Positions on the Employee Roster which are supported by a grant, cost sharing, reimbursement, or other source of outside funding are only approved contingent upon the County receiving the budgeted revenues. Upon notification that budgeted funding of a position will not be received, the elected official or department head will immediately notify the Finance Chair and the Finance Committee, and that position will be immediately removed from the Employee Roster if funding is exhausted.
- m. The Clerk is authorized to issue a check prior to the Board Audit (post-audit) for a cash advance for travel expenses, with the approval of the Department Head and Chairperson of the Board or Chairperson of the Finance Committee. A cash advance must be requested on an approved County voucher, and receipts must be submitted upon return to document use of the travel expense in accordance with established county policy. All unused funds and undocumented expenses must be reimbursed to the county.
- n. This Act will become effective January 1, 2021. This Act may be amended by the Board at any time and any appropriations made hereunder may be increased or decreased in the Board's discretion.
- o. This Act and attachments as incorporated by reference herein and all amendments hereto will constitute the 2021 General Appropriations Act for Wexford County for all purposes under the law.

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 20-31 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 16, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



**INFRASTRUCTURE
ALTERNATIVES, INC.**

October 27, 2020

**Re: Proposal for Engineering Services – Water Reliability Study/General Plan, Flushing Plan
Cedar Creek Water System**

Infrastructure Alternatives, Inc. (IAI) is pleased to offer this proposal for engineering services to Cedar Creek Township. It is our understanding that the Michigan Department of Environment, Great Lakes, and Energy (EGLE) is requiring a comprehensive update of the Reliability Study/General Plan and new Unidirectional Flushing (UDF) Plan to be complete and submitted for the Cedar Creek Township Water System in accordance with the Clean Water Act. The typical components of the General Plan/Reliability Study and Engineered Flushing Estimates of scope and cost are provided as follows:

Scope of Work:

Reliability Study/General Plan

The standard components of a Reliability Study and General Plan are given as follows:

1. Description of the water system including wells, pipe, available storage, emergency equipment, such as generators.
2. An overview map of the system showing all system components.
3. Description of normal system operation.
4. Emergency operations description.
5. Capacity analysis including:
 - Number of existing customers/average and peak flows;
 - Projection of customer base in 5 years/average and peak flows;
 - Projection of customer base in 20 years/average and peak flows.
6. Capability of existing system to meet projected demands.
7. Improvements and funding required to meet future demands if system is deficient for 5-year and 20-year planning periods.
8. Projected cost and schedule to make required improvements to insure system reliability with future growth.
9. Computerized hydraulic model which assimilates any routine or emergency conditions and provides feedback on weak areas of the distribution system.



Unidirectional Flushing Plan

The UDF plan relies on computerization of the water distribution system hydraulic model. Development and update of the hydraulic model goes hand in hand with the Township’s Water System Reliability Study, which is built and calibrated to present day conditions on a five year interval. The scope of work for UDF plan is outlined as follows:

1. Computerized hydraulic model, which includes all hydrant and valves to simulate flushing procedures.
2. Model systematic system flushing to meet or exceed minimum standards for water turnover and scour velocity.
3. Prepare comprehensive plan document, including detailed flushing procedure.

Cost of Services Summary:

We estimate the following level of effort to complete the Reliability Study/General Plan and UDF Plan:

Build hydraulic model, fire flow simulations	40 hours @ \$100	\$ 4,000
Prepare Reliability Study/General Plan document	20 hours @ \$100	\$ 2,000
Model flushing procedures	28 hours @ \$100	\$ 2,800
Prepare flushing program document	8 hours @ \$100	\$ 800
Total Estimated Cost		\$ 9,600

We will begin work as soon as possible upon receipt of authorization. Thank you for the opportunity to submit this comprehensive proposal for preparing the Reliability Study/General Plan and UDF Plan for the Cedar Creek water system. If there are any questions or concerns, please do not hesitate in contacting us at (616) 866-1600.

Very truly yours,

Infrastructure Alternatives, Inc.

Sara Klotz Soleau, P.E.
Project Manager



**INFRASTRUCTURE
ALTERNATIVES, INC.**

cc. Sierra Brown, IAI
Bob Polanic, IAI

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: Peerless Midwest Quote for Well #2

SUMMARY OF ITEM TO BE PRESENTED:

Peerless Midwest will travel to Cedar Creek Township Wellfield, set up, and remove the pump from the well. They will inspect the pump as it is disassembled. Once the pump is out of the well, Peerless will clean the well with a double disc agitator and cleaning chemicals. When ready, they will set the pump back in the well, disinfect, and run a final flow test.

RECOMMENDATION:

The Executive Committee suggests the full board approve the Peerless Quote for Well #2.



144535

55860 Russell Industrial Parkway / Mishawaka, Indiana 46545 / 574.254.9050 / Fax 574.254.9650

WELL & PUMP SERVICE INSPECTION REPORT

Owner Cedar Creek Township City Manton State MI

Location Second well straight down hill and to the right down another hill N 44.37731 W085.37495

Well No. 2 Date Drilled 2009 Dia. 8" Depth 396' Type Well GWW

Screen ID. 8" Screen Length 30' Depth to Top of Screen 366' Type Screen SSWW

Dates of Cleaning _____

Phone 616-204-1866 Person to Contact Bob Polanik

	DATE	STATIC	G.P.M.	PUMPING LEVEL	PRESSURE	SPECIFIC CAPACITY
ORIGINAL	2009	109.5'	330	147.5'		8.7
ADDITIONAL STEP						
AFTER LAST TEST	2019	NDA	151	NDA	72#	NDA
AT PUMP'S RATED FLOW	2020	NDA	250	NDA	49#	NDA
AT SYSTEM OPERATING PSI	2020	NDA	209	NDA	72#	NDA

Test Completed Through Meter No Flange or Thread Size 6" Confined Space Entry? No

Motor HP _____ Make _____ Volts _____ RPM _____ Phase _____

Gear Drive _____ HP _____ Ratio _____ RPM Meter Required _____

Pump Mfg. _____ Serial No. _____ Airline Length no airline

Rated Capacity: 212 GPM _____ TDH _____ Operating Pressure 72-82#

Total Setting _____ Size of Packing SUB Date Installed _____

Dates of Overhaul _____

THE FOLLOWING IS TO BE PERFORMED DURING EACH INSPECTION

Is Check Valve Leaking? No Change Motor Oil & Grease SUB Repack Pump SUB Grease Pump SUB

Pump is Presently Developing 209 GPM NDA TDH _____ Projected Curve Capacity 212 GPM NDA TDH _____

Shut Off Pressure NDA PSI Rated Shut Off Head NDA ft. Calculated Shut Off Head NDA ft.

Electrical Data (With Pump in Operation) _____ V 32 / 34 / 34 Amps _____ @ _____ v Full Load Amps _____

Location of Power Lines _____ Can Electrical Box be Locked Out? Yes

Dist. From Top of Pump Pedestal to Grade 18" Materials Needed to Clean Well Test pump

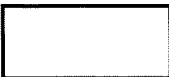
Site is open good enough for rig and trailer.

Need a Smeal to Raise Pump? Yes Remarks VFD @ 60 Hz

6" Flanged discharge, 20' of 6" hose, 6" orifice

Inspected By Garrett Wiles

Date Inspected November 2, 2020



505 Apple Tree Drive / Ionia, Michigan 48846 / 616.527.0050 / Fax 616.527.5508

QUOTATION

Cedar Creek Township

C/O Infrastructure Alternatives

7888 Childsdale Avenue

Rockford, MI 49341

Attention: Mr. Bob Polanic

OUR NO. DLC-2020-338-1

YOUR NO.

DATE 12/04/20

REFERENCE Pull and Inspect Well 1 or Well 2 Pump and Clean Well

QUANTITY	DESCRIPTION	PRICE
	Travel to Cedar Creek Township Wellfield, set up, and remove the pump from the well. Inspect pump as it is disassembled. Once the pump is out of the well, we will clean the well with a double disc agitator and cleaning chemicals. When ready, we will set the pump back in the well, disinfect, and run a final flow test.	
1	Travel and Labor to pull and set pump	\$6,000.00
1	Labor and Materials to clean well	\$10,000.00
1	Estimated pump parts	\$7,000.00
		to
		\$14,000.00
1	Subtract one mobilization if coupled with Haring Twp.	-\$1,000.00
STATE SALES TAX, IF APPLICABLE, IS NOT INCLUDED		

TERMS Net 30 days

TOTAL PRICE Per Above

START

COMPLETE 4-6 Weeks

PEERLESS-MIDWEST, INC.

ACCEPTED BY

BY [Signature] DC Coulior

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: Resolution 20-29 Public Act 152 Health Care Requirements

SUMMARY OF ITEM TO BE PRESENTED:

With the passage of the Affordable Care Act, ACA, several years ago, each year the Board of Commissioners must attest to certain requirements regarding the ACA.

No changes were made from last year's health insurance. The resolution was updated to reflect this year.

RECOMMENDATION:

The Executive Committee recommends the full board approve Resolution 20-29.

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 sixteenth day of December 2020 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 20-29
RESOLUTION TO IMPLEMENT THE PUBLIC ACT 152 HEALTH CARE
REQUIREMENTS FOR 2021**

WHEREAS, Public Act 152 of 2011 (MCL 15.561 et seq.) known as the Publicly Funded Health Insurance Contribution Act (PFHICA), places specific limits on public employers' contributions toward their employees' health benefits and mandates that the employer's total cost be no more than either 80% of the total cost of the Health Plan or a hard cap amount as set by the Michigan Department of Treasury each year; and

WHEREAS, Sections 3 and 4 of the Act (MCL 15.568) permit a local unit of government, in its sole discretion, to adopt a maximum employer contribution limitation for the next succeeding year by a vote of its governing body; and

WHEREAS, in 2021 Wexford County will be self-insuring a significant portion of the total cost of the health plan and additionally utilizing a high-deductible insurance plan and health savings accounts (HSAs) which are all anticipated to save money; and

WHEREAS, in order to bring the County into compliance with Public Act 152 maximum contributions requirements or limits, each participating employee shall be required to contribute an amount toward the monthly cost of the health insurance plan premium which shall equate to 10% of the premium cost of the plan selected by the employee. Based on this analysis the County will be in compliance with the maximum funding requirement and therefore the County administration is recommending that this requirement of Public Act 152 be imposed for 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners elect to impose Employer Contribution limits known as hard caps which results in an employee cost share of an amount equal to an employee 10% health insurance premium contribution to satisfy the funding limitation requirements of Public Act 152 of 2011 for Health Plan Year 2021.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

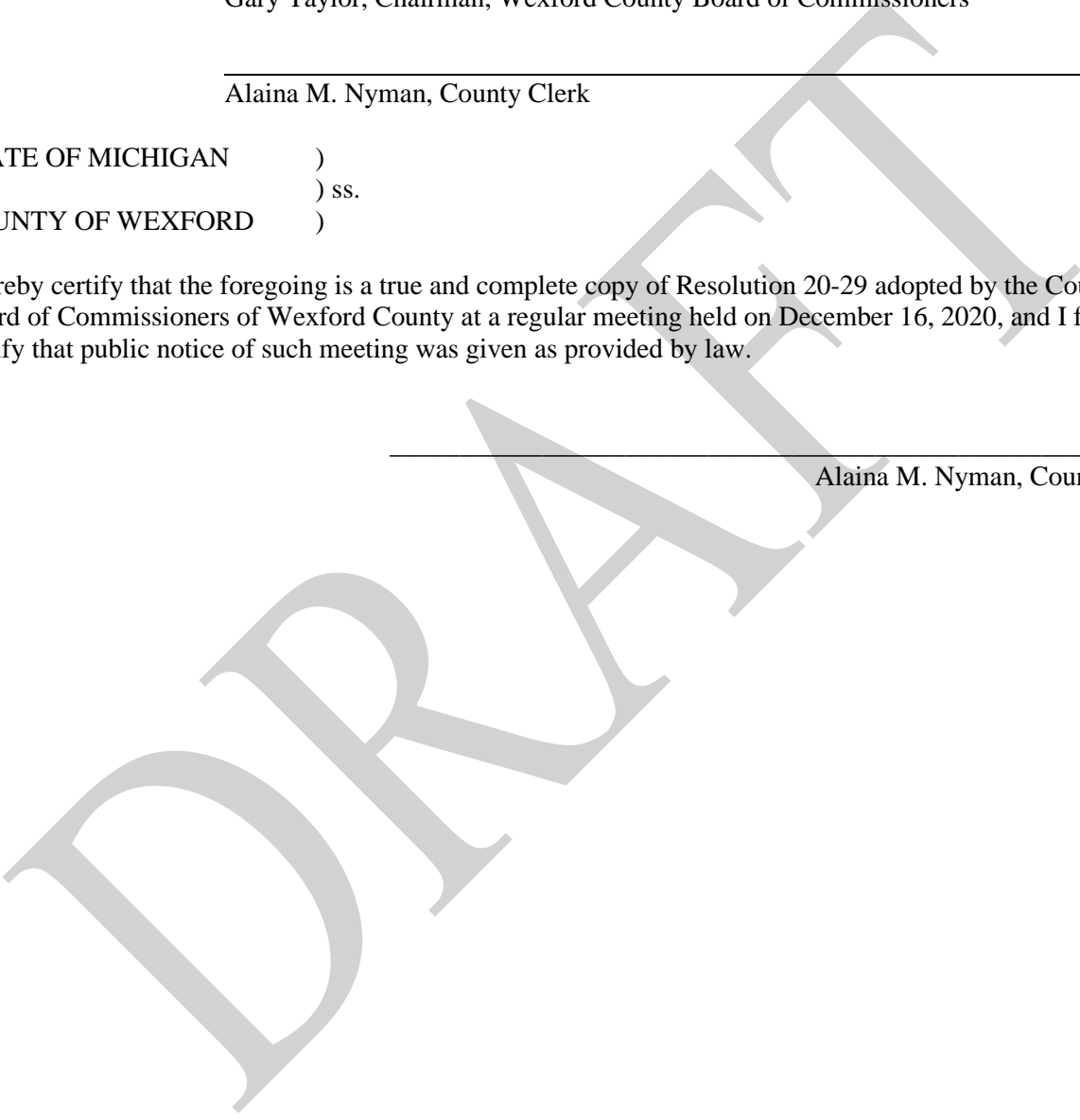
Gary Taylor, Chairman, Wexford County Board of Commissioners

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 20-29 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 16, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: DHD#10 Request

SUMMARY OF ITEM TO BE PRESENTED:

Mr. Kevin Hughes, Health Officer for the District Health Department #10, is requesting permission to place a storage shed at the Health Department building on Cobb Street for supplies purchased. DHD#10 is looking at an 8' x 15' resin type shed for the location which would be locked.

RECOMMENDATION:

The Executive Committee advises the full board approve the request.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: Resolution Supporting Small Businesses and Restaurants.

SUMMARY OF ITEM TO BE PRESENTED:

A discussion took place at the Executive Committee which recommended the following motion:

A motion was made by Bengelink and supported by Theobald for the Administrator to present a resolution in support of the local small business and restaurants for the full board.

It was stated the resolution should include general support and be sent to the State Legislature and the other 83 counties.

Attached is a draft of Resolution 20-30 In Support of Local Businesses for consideration.

RECOMMENDATION:

Approval of the Resolution.

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 sixteenth day of December 2020 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 20-30
IN SUPPORT OF LOCAL BUSINESSES**

WHEREAS, the novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death; and

WHEREAS, the Wexford County Board of Commissioners recognizes that COVID-19 is having direct impacts on all County residents, impacts which include, but are not limited to, physical and mental health care difficulties, educational constraints, and financial strains; and

WHEREAS, the Wexford County Board of Commissioners understands that many local businesses have suffered and continue to suffer economic harm due to COVID-19; and

WHEREAS, the Wexford County Board of Commissioners furthermore recognizes that the local hospitality industry is being hit particularly hard with financial losses due to COVID-19; and

WHEREAS, the Wexford County Board of Commissioners believes that the ability of County residents and visitors to patronize local restaurants, hotels, recreation venues, etc., contributes substantially to the overall well-being of the County; and

WHEREAS, the Wexford County Board of Commissioners is aware of many options to support Wexford County small businesses, such as ordering takeout food, making advance reservations, and purchasing gift cards.

NOW THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners encourages County residents to support local businesses at all times, but particularly during this global pandemic.

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to Governor Whitmer, both Speakers of the House of Representative and the Senate, along with the Michigan Association of Counties and all Counties within Michigan.

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 20-30 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on December 16, 2020, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: Year End Budget Adjustments

SUMMARY OF ITEM TO BE PRESENTED:

The Treasurer and Administrator are requesting to transfer funds from one department to another without Board approval to ensure no department is in the negative at the end of the year.

RECOMMENDATION:

The Finance Committee suggests the full board approve the request.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: FY 2021 ORV Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The ORV Grant Agreement for FY 2021 in the amount of \$17,000 is attached for consideration. This amount is the same as last year.

RECOMMENDATION:

The Finance Committee recommends the full board approve the ORV grant agreement.



**FY 2020-21 OFF-ROAD VEHICLE (ORV) LAW ENFORCEMENT PROGRAM
GRANT AGREEMENT**

By authority of Part 811 Off-Road Vehicles, 1994 PA 451, as amended.

This Agreement is between the Department of Natural Resources for, and on behalf of, the State of Michigan (DEPARTMENT) and the Wexford County
Federal Tax Identification Number 38-6007337 (GRANTEE).

1. The Agreement period is **October 1, 2020** through **September 30, 2021**.
2. The GRANTEE has been approved by the DEPARTMENT to receive Off-Road Vehicle (ORV) Law Enforcement funding for the following scope of work:
 - a. ORV law enforcement and related activities with emphasis on the state-designated ORV trail system and other public land. This funding is not meant to support enforcement of local ordinances enacted pursuant to Section 81131, Part 811 Off-Road Vehicles 1994 PA 451, as amended.
 - b. ORV law enforcement program operating expenses.
 - c. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each.
 - d. Purchase of the following equipment for ORV law enforcement purposes:

3. The DEPARTMENT agrees as follows:
 - a. To grant to the GRANTEE a sum of money up to 100 percent of the total eligible cost of ORV law enforcement and related activities, operating expenses and CSS&M, but not to exceed Seventeen Thousand Dollars **\$ 17,000**
 - b. To grant to the GRANTEE a sum of money up to 100 percent of the total eligible cost of equipment purchased for ORV law enforcement purposes and authorized under item 2.d. in this Agreement, but not to exceed _____ Dollars \$ _____

4. This Agreement shall be administered on behalf of the DEPARTMENT through Parks and Recreation Division (PRD).

- a. All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, P.O. Box 30257, Lansing, MI 48909-7757.
- b. The GRANTEE'S contact for this grant is:

Name Richard Denison Title Lieutenant

Address 1015 Lincoln St

City, State, ZIP Cadillac MI 49601

Telephone No. 231-779-9216 FAX No. 231-779-0218

E-mail rdenison@wexfordcounty.org

OFF-ROAD VEHICLE (ORV) LAW ENFORCEMENT
GRANT AGREEMENT

5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by October 15, 2021.
7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a) the GRANTEE has signed it and returned it, and
 - b) the DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure the terms of the Agreement are fulfilled.

GRANTEE

Name (Print) Gary Taylor Title Chairman, Board of Commissioners

Signature _____ Date December 16, 2020

DEPARTMENT OF NATURAL RESOURCES

Name (Print) _____ Title _____

Signature _____ Date _____

Send this completed, signed agreement to:

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PARKS AND RECREATION DIVISION
PROGRAM SERVICES SECTION
P.O. BOX 30257
LANSING MI 48909-7757**



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

December 9, 2020

Administrator Koch,

Wexford County Administrator's Office

437 E. Division St

Cadillac, MI 49601

RE: **Purchase Order**

Attached are invoices for the purchase of a New Patrol Unit with equipment needs for the patrol unit.

Would you please review and authorize a purchase order for the following items. These items can be purchased out of the following line item.

101-351.742.00		\$32000.00
101-351.895.00		<u>\$32058.38</u>
	Total	\$64058.38

2021 Police Ford Explorer Interceptor (Signature Ford)		\$36771.00
Provision 1080 HP In Car Video System (Provision)		\$2949.27
Emergency Equipment and Installation (ProComm Inc)		<u>\$24338.11</u>

Total **\$64058.38**

Thank you

Lt. Richard Denison



Signature Ford, L-M

1960 E. Main Street
 Owosso, MI 48867
 888-92-FLEET fax 517-625-5832

Invoice No. 1215W

INVOICE

Customer

Name County of Wexford, County Courthouse
 Address 437 E. Division
 City Cadillac State MI ZIP 49601
 Phone 231-306-2115 Attn: Lt. Richard Dennison

Date 11/30/2020
 Order No. _____
 Rep Bill Campbell
 FOB Owosso, MI

Qty	Description	Unit Price	TOTAL
1	Bid requires payment within 10 days of delivery or \$8.00 a day from 10th day from delivery date will be Charged. 2021 FORD POLICE INTERCEPTOR UTILITY	\$36,771.00	\$36,771.00

RECEIVED BY AND DATED _____

Payment Details

- Cash
- Check
- Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$36,771.00
Shipping & Handling	\$0.00
Taxes MI	\$0.00
TOTAL	\$36,771.00

Office Use Only

1.5% due if not paid within 10 days from delivery of vehicle

Thank You for you order

8625B Byron Commerce Dr. SW
Byron Center, MI 49315

Date	Invoice #
12/3/2020	336876

Bill To
Wexford County Sheriff Attn: Ken Hinton 1015 Lincoln St Cadillac, MI 49601

Ship To
Wexford County Sheriff Lt. Richard Denison 1015 Lincoln St. Cadillac, MI 49601

Terms	Due Date	P.O. Number	Account #	Region	Via	F.O.B.
2% 10 Net 30	1/2/2021	V-RD-11302020	1987559	ADM	UPS	Byron Center,
Quantity	Item Code	Description			Price Each	Amount
1	IA-DVR-808LE2	1080P HD In-Car Video Base kit 2 Cameras			2,930.00	2,930.00T
1	IA-PL-4800	USB - HD Installation Guides / Instruction Guides / Standard Software			0.00	0.00T
		Total sales tax calculated by AvaTax			0.00	0.00
1	S & H	Shipping / Handling			19.27	19.27T
		e mail invoice to rdenison@wexfordcounty.org Select this as a transaction's tax to use AvaTax			0.00%	0.00
A finance charge of 1.5% per month (18% per year), or the highest legal rate, whichever is less, will be charged on all past due accounts. No technical support or warranty claims will be provided for any product until PRO-VISION, INC. has received full payment for such product.					Total (USD)	\$2,949.27

Phone #	Fax #
800-576-1126	616-583-1522



Two-way Radio Communications · Emergency Vehicle Solutions
 Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Invoice

INVOICE NUMBER	38063
DATE	11/30/2020

BILL TO:
WEXFORD COUNTY SHERIFF 1015 LINCOLN ST. CADILLAC, MI 49601

REMITTANCE ADDRESS:
PRO COMM INC PO BOX 462 MOUNT PLEASANT, MI 48804

PO NUMBER	S.O. No.	TERMS	DUE DATE
	3154	Net 15	12/15/2020

QTY.	ITEM	DESCRIPTION	EACH	TOTAL
		** (2) 2020 FORD PI UTILITY ECOBOOST **		
		** FRONT OF UTILITY **		
1	BK0820ITU20	SETINA PB450L2 (GENESIS)	575.00	575.00
1	GT2F12-B/C-5	GENESIS 12LED FLUSH MOUNT FLASHING BLUE/CLEAR MODULE-5 WIRE	125.00	125.00
1	GT2F12-R/C-5	GENESIS 12LED FLUSH MOUNT FLASHING RED/CLEAR MODULE-5 WIRE	125.00	125.00
1	VTX3609D	WHELEN VERTEX 360 RED/WHITE	115.00	115.00
1	VTX3609E	WHELEN VERTEX 360 BLUE/WHITE	115.00	115.00
1	VTXADAPT	WHELEN TWIST ADAPTER VERTEX SERIES	10.00	10.00
2	TLIJ	WHELEN ION T-SERIES RED/BLUE SPLIT	115.00	230.00
2	MPBB	WHELEN SLIMLINE PIONEER FLASHING/ STEADY BURN CLEAR	365.00	730.00
1	SA315P	WHELEN SIREN SPEAKER-BLACK PLASTIC	225.00	225.00
1	LINSV2B	WHELEN UNDER MIRROR LIGHT-BLUE	215.00	215.00
1	LINSV2R	WHELEN UNDER MIRROR LIGHT-RED	215.00	215.00
1	PARTS/EQUIPMENT-UPFIT	MIRROR BRACKET	25.00	25.00
		** INTERIOR OF UTILITY **		
1	901-0165A	NOT COMPATIBLE W/ LT7600 D&R COMPLETE CENTER CONSOLE FOR 2020+ FORD PI UTILITY	350.00	350.00
1	CA-0107LS	DUAL CUP HOLDER FOR CENTER CONSOLE	25.00	25.00
1	CA-0103	12 VOLT POWER OUTLETS FOR CENTER CONSOLE	30.00	30.00
1	RDS17S-ELITE1	D&R RDS17S IQ CONTROLLER	550.00	550.00
1	332565	MAXRAD CABLE	20.00	20.00
1	GK10271UXLHKS	Single T-Rail Mount Universal XL, Handcuff Key Override	285.00	285.00
1	PK0355ITU20TM	SETINA #10VS RECESSED PRISONER PARTITION (2020+ FORD PI UTILITY)	750.00	750.00
1	TSD-101	HAVIS TOUCH SCREEN DISPLAY	1,050.00	1,050.00
1	C-DMM-2018	HAVIS DASH MOUNT 2020 FIU	290.00	290.00
1	PKG-KB-204	HAVIS DUAL AUTHENTICATION KEYBOARD/MOUNT	650.00	650.00
1	C-TCB-7	HAVIS TELESCOPING SIDE MOUNT	125.00	125.00
1	C-MD-204	HAVIS LOW PROFILE TILT/SWIVEL MOTION DEVICE	75.00	75.00
1	937-0360A	WINDOW BARS 2020+ FORD PI UTILITY	226.80	226.80



Two-way Radio Communications · Emergency Vehicle Solutions
 Mt. Pleasant 989-772-3751 · Flint Twp. 810-659-5000

Invoice

INVOICE NUMBER	38063
DATE	11/30/2020

BILL TO:
WEXFORD COUNTY SHERIFF 1015 LINCOLN ST. CADILLAC, MI 49601

REMITTANCE ADDRESS:
PRO COMM INC PO BOX 462 MOUNT PLEASANT, MI 48804

PO NUMBER	S.O. No.	TERMS	DUE DATE
	3154	Net 15	12/15/2020

QTY.	ITEM	DESCRIPTION	EACH	TOTAL
2	TLIJ	WHELEN ION T-SERIES RED/BLUE SPLIT	115.00	230.00
1	MR6L-8TD-R/B	LED TRAFFIC DIRECTOR IN REAR WINDOW	750.00	750.00
1	QK0566ITU20	SETINA REPLACEMENT SEAT/CENTER PULL BELTS/CARGO PARTITION POLY WINDOW	1,150.00	1,150.00
1	933-0132A	D&R RAISED SUBFRAME (2020 PI UTILITY)	300.00	300.00
1	932-0015A	TRUNK DRAWER FOR DODGE CHARGER	475.00	475.00
1	933-0109A	SINGLE DRAWER STORAGE DRAWER FOR UTILITY 16'	1,350.00	1,350.00
2	TLIJ	WHELEN ION T-SERIES RED/BLUE SPLIT	115.00	230.00
1	PDU42WB	POWER DISTRIBUTION KIT	245.00	245.00
		ROOF/REAR EXTERIOR OF UTILITY		
1	SL-48	D&R SYNERGY LIGHT BAR W/ FULL FRONT TAKE DOWN AND REAR ARROW STICK FUNCTION	1,650.00	1,650.00
1	SH-900	PANORAMA MULTIFUNCTION MiMo ANTENNA (2 CELL/2 WIFI/1 GPS)	275.00	275.00
1	25263	LOW PRO 821-896MHZ PHANTOM ANTENNA, BLACK 3DB	50.00	50.00
2	VTX609J	WHELEN VERTEX RED/BLUE SPLIT	115.00	230.00
		INSTALLATION, SHIPPING AND MISC. SHOP SUPPLIES		
1	183-0008	80 AMP CIRCUIT BREAKER	65.00	65.00
1	MISC. SHOP SUPPLIES-UPFIT	MISC SHOP WIRE, CONNECTORS & FUSES	250.00	250.00
1	4548785	PANASONIC : Public Sector Spec - Standard, Win10 Pro, Intel Core i5-5300U 2.30GHz, vPro, 13.1in XGA Touch, 4GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, BT, Single Pass (Selectable), 4G LTE Multi Carrier (EM7355), Emissive Backlit	3,750.00	3,750.00
1	217264	SIERRA WIRELESS MP70 DC NA LTE-A PRO	875.00	875.00
1	MMSU-11	MAGNETIC MIC CLIP	60.00	60.00
1	DS-PAN-111	HAVIS CF31 DOCKING STATION WITH POWER SUPPLY (NO ANTENNA PASS THROUGH)	925.00	925.00
1	LPS-104	HAVIS POWER SUPPLY FOR DS-PAN-111	221.31	221.31
1	CRSCODE57-CHARGER	GOLDEN EAGLE II	1,750.00	1,750.00
1	WIRE HARNESS	WIRE HARNESS TO CUSTOMER SPEC	75.00	75.00
1	INSTALL UPFIT	INSTALLATION LABOR	2,000.00	2,000.00
1	SHIPPING	SHIPPING	300.00	300.00

Subtotal	\$24,338.11
Sales Tax (6.0...)	\$0.00
Total	\$ 2433 8.11
Credits	\$0.00
Balance Due	\$24,338.11

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: December 16, 2020
SUBJECT: Empiric Solutions Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Empiric Solutions is a specialized IT company that can service all the County's 911 systems/equipment within the dispatch center. They work with the CAD system, phone system and will learn the radio system as needed. This will help to make a one stop shop for IT issues that may arise. This company is available 24/7/365 and can monitor the systems to catch issues before a problem occurs.

The Empiric Agreement begins January 1, 2021. IT Right's contract requires a 30-day notice to terminate. An overlap is desired to ensure continuity of services; we anticipate IT Right's dispatch services to end February 1, 2021.

RECOMMENDATION:

The Finance Committee advises the full board to approve the Empiric Solutions Agreement.

EMPIRIC SOLUTIONS, INC.
TECHNOLOGY MANAGEMENT AGREEMENT

This Agreement is made and entered into on the dates shown on the signature page, (hereinafter referred to as “Effective Date”) by and between EMPIRIC Solutions, Inc., a Michigan corporation, of 932 Spring Street; Suite 202, P.O. Box 58, Petoskey, Michigan 49770-0058 (hereinafter referred to as “ESI”) and Wexford County Central Dispatch/9-1-1, of 971 Lincoln Street, Cadillac, Michigan 49601 (hereinafter referred to as “Client”).

WITNESSETH THAT:

WHEREAS, Client desires to engage ESI to provide the Services; and

WHEREAS, ESI is interested in providing such Services; and

WHEREAS, Client and ESI mutually desire to set forth the terms applicable to such Services.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

TERM

1. The term of Agreement shall commence on the 1st day of January 2021 and shall continue through the Last day of December 2021 (hereinafter referred to as “Term”). Agreement with all terms and conditions set forth herein shall, at the end of Term, **not** automatically renew. Either party may terminate this Agreement without penalty by providing the other party written notice of the intent to terminate no less than 90 days prior to the effective date of termination.
2. Notwithstanding the foregoing, this Agreement may be terminated by either party, without notice, upon the occurrence of any of the following events: (i) A party’s material breach of its obligations hereunder where such breach is not remedied within ten (10) days’ notice thereof (ii) subject to applicable law, any assignment by the other party for benefit of creditors, the inability to pay its debts as they fall due, the appointment of a receiver or any execution levied upon all or substantially all of the other party’s business or assets, or the filing of any petition for voluntary or involuntary bankruptcy or similar proceeding by or against the other party; or (iii) the other part’s dissolution or liquidation.

SERVICES

3. ESI shall provide Client with the services detailed in Exhibit "A" Services (hereinafter referred to as “Services”). These Services are incorporated herein and made a part of this Agreement. ESI shall provide the Services in a workmanlike manner, in accordance with the provisions of this Agreement, applicable law, and all industry standards.
4. Unless otherwise specified in this Agreement, all equipment and software required to provide Services, whether at ESI’s premises or at Client’s premises and whether owned by ESI (“ESI’s Technology”) or Client, shall be configured and managed by ESI during the Term of Agreement. Any of ESI’s Technology which is located at Client’s premises during the Term of Agreement shall be returned within 30 days of the end of Term or any termination of Agreement or ESI may invoice Client for the reasonable then current value of ESI’s Technology. These items shall be listed in Exhibit "D": ESI Technology. Furthermore this list shall be updated by ESI and provided to client throughout the term of the Agreement.
5. Client grants ESI the authority to self-initiate actions that are consistent with the duties assigned to ESI so long as these actions are in the best interest of the Client.

6. ESI shall not be responsible to provide Services for technology purchased, installed or modified by Client or any third party after the execution of this Agreement until ESI has reviewed the technology and confirmed compatibility with Services.
7. ESI shall not be responsible for any incidental costs incurred by Client as a result of Services, except for costs as may be incurred by Client as a result of ESI's negligence or willful misconduct. ESI does not guarantee continuous or uninterrupted service. Routine maintenance and periodic system repairs, upgrades, and reconfigurations, public emergency or necessity, force majeure, restrictions imposed by law, acts of God, labor disputes, and other situations beyond the reasonable control of ESI, including mechanical or electronic breakdowns may result in temporary impairment or interruption of Services.
8. ESI shall not be responsible for servicing systems that are; end-of-life, unsupported by the vendor/manufacturer, without a current vendor/manufacturer maintenance contract, or not compatible with Services. Both parties agree that, in cases where it is impossible or impractical for the Client to replace the technology, and where those technologies would normally be included in Services, ESI shall use best efforts to provide Services. ESI has inspected Client's current systems and expressly excludes the systems in Exhibit "D": Excluded Technologies from Services.
9. ESI shall provide standard services between M-F 08:30 to 17:30 Eastern Time as observed in Petoskey, Michigan, except for holidays and unexpected closures due to conditions outside ESI's control.

ESI Holidays are:

- January 1st
- July 4th
- Thanksgiving
- December 24th
- December 31st
- Memorial Day
- Labor Day
- Friday after Thanksgiving
- December 25th

10. ESI's shall provide 24/7 service upon a properly received support request from the Client (see Client Requirements). After-hours response times shall be 30 minutes for Clients with the 24/7 Response clause and three hours for Clients without the 24/7 Response clause.
11. ESI shall self-initiate responses to after-hours automated alarms only if the Client has selected the 24/7 Response option as indicated in Exhibit "A" Services.
12. ESI shall follow Client policies indicated in Exhibit "A" Services.

CLIENT REQUIREMENTS

13. Client agrees that ESI is one of the Client's primary technology vendors and Client shall involve ESI in all technology discussions, decisions, changes and purchases, however final decision making authority with respect to same shall rest solely with the Client.
14. Client shall submit support requests consistent with ESI's Daytime, After-hours, and Escalation Procedures. These procedures will be provided upon execution of this Agreement.
15. Client shall maintain manufacturer/vendor support agreements for primary systems such as but not necessarily limited to: server hardware, server software, application software, switch fabric, router(s), firewall(s), any other shared system.

COMPENSATION

16. Both parties have reviewed Exhibit "A" Services and agree with the Resource Level Index and corresponding Monthly Rate shown in this Exhibit.
17. The purpose of the Resource Level "Index" is to provide an easily understood measurement system to allocate ESI Resources. This Index intentionally parallels the FTE method used by many employers to define staffing levels but only in so far as to simplify this client/vendor relationship. It should be strictly understood that ESI Resources consist of a blend of proprietary technology and labor.
18. Index sizing must consist of at least one (1) unit and be scaled in whole numbers. For example, an Index may be 50 or 51 but not 50.5. ESI uses the Index and duties to calculate the Monthly Rate. Therefore, if the Index is adjusted (see below), this will result in a change to the Monthly Rate.
19. Client may resize the Resources by adjusting the Index once every 90 days. This request must be made by providing ESI written notice no less than 90 days prior to the effective date. This change may increase or decrease the allocated Resources. ESI shall review the request and respond with the new Monthly Rate within thirty (30) days. Clients may withdraw the Index change request not less than 45 days prior to the effective date and remain at the existing Index.
20. Both parties may request adding Temporary Resources. If added, these Temporary Resources will be listed as a second Resource Level Index. These Temporary Resources may be used to address any temporary increase in work, such as special projects or short-term increased workloads. Both parties must agree in writing to the temporary increase before it becomes effective. The two Indexes shall be combined and used to determine the Monthly Rate. Temporary Resources shall start on the first of a month and continue for a minimum of one and a maximum of three months. Requesting Temporary Resources shall not affect the Client's 90 day Index change option.
21. ESI is responsible for tracking the Resources used and for providing Client with usage reports. These reports shall be used by both parties for performance evaluations and Service quality assessments. Client may request reports at anytime and ESI shall have seven (7) business days from receipt of the request to provide the information.
22. In this Resource/Service model there are few excluded duties. Both parties recognize there will be months that exceed, and other months that fall short of, using all allocated Resources. Both parties agree to regularly review the usage trends in order to avoid significant or long-term imbalances. At no time shall either party seek financial compensation from the other party for imbalances of a prior month's Services. The following steps shall be used to keep Resources allocation in check:
 - A. Regular Performance Reviews between ESI and Client
 - B. Analysis of Usage Reports and trending Resource allocation
 - C. Assignment of Temporary Resources
 - D. Adjustments to Resource Level Index according to usage trends
 - E. Adjustments to and reassignment of duties
23. The Client's costs will not exceed the active Monthly Rate. This essentially eliminates any financial risk and hidden costs for the Client. In order to provide similar protection for ESI, if Client's utilization of ESI Services significantly exceeds the current Index, both parties will work cooperatively to reallocate resources and prioritize projects to the satisfaction of both parties.
24. ESI shall provide, and Client agrees to pay, monthly invoices. Invoices shall include a reasonable description of Services, as well as any supplies or consumables that may have been provided to Client. Client agrees to pay to all federal, state, or local taxes that these authorities may impose on Services during the Term, except that ESI shall be solely responsible to provide any salary or other benefits to its employees and will make all appropriate tax, social security, Medicare and other withholding deductions and payments and will provide

worker's compensation insurance coverage for its employees and make all appropriate unemployment tax payments.

25. Client shall deliver payment to ESI by the first day of each Month in advance of the Month in which Services are provided. Client agrees to pay ESI according to the terms stated on each invoice and ESI may assess a late fee of 1.5 percent per month on past due balances. Any balance greater than 30 days past due may result in suspension of Services.
26. If Agreement is breached by Client, ESI shall stop providing Services and ESI shall be entitled to immediate payment for all materials supplied to client and ninety (90) days of then Current Monthly Fee.

CONFIDENTIALITY AND NON-COMPETITION

27. Both parties acknowledge that, in order for ESI to provide Services, ESI will have access to private, confidential and non-public Client information. ESI agrees that it will not, during or at any time after ESI ceases to provide services, use for itself or others, or disclose or divulge to others, private, confidential and non-public Client information, or any other proprietary Client information without the express written permission of Client, except as required by law or court order or as necessary to provide Services under Agreement or information which is now, or becomes in the future, public knowledge other than through acts or omissions of ESI.
28. Both parties acknowledge that, in order for Client to receive Services, Client will have access to private, confidential and non-public ESI information consisting of but not necessarily limited to: methods, processes, formulae, systems, techniques, inventions, machines, computer programs, unlisted telephone numbers, ESI passwords, encryption codes, and password change schedules. Client agrees that it will not, during or at any time after Client ceases to receive services, use for itself or others, or disclose or divulge to others, private, confidential and non-public information, or any other proprietary ESI information without the express written permission of ESI, except as required by law or court order or information which is now, or becomes in the future, public knowledge other than through acts or omissions of Client.
29. Client acknowledges that upon discontinuance of Services from ESI, Client shall return to ESI all documents and property of ESI, including but not necessarily limited to: drawings, reports, manuals, correspondence, computer software, computer hardware, and all other materials and all copies thereof relating in any way to ESI's confidential business practices, or in any way obtained by Client during the course of receiving services from ESI. Client further agrees that they shall not retain copies, notes or abstracts of the foregoing.
30. ESI acknowledges that upon discontinuance of Services to Client, ESI shall return to Client all documents and property of Client, including but not necessarily limited to: drawings, reports, manuals, correspondence, computer software, computer hardware, and all other materials and all copies thereof relating in any way to Client's confidential business practices, or in any way obtained by ESI during the course of providing services to Client. ESI further agrees that they shall not retain copies, notes or abstracts of the foregoing.
31. Either party will be entitled to obtain an injunction to prevent threatened or continued violation of Section 27 through 30, but failure to enforce these Sections will not be deemed a waiver of this Agreement.
32. ESI may list Client in ESI promotional materials and on ESI's web site and shall be free to engage in an agreement with, and provide services to, any other client.
33. Client shall not attempt to solicit for employment (or hire) or contract services directly from any employee of ESI during the term of Agreement (or for 12 months thereafter) without the express written consent of ESI. ESI shall not attempt to solicit for employment (or hire) or contract services from any employee of Client during the term of Agreement (or for 12 months thereafter) without the express written consent of Client.

CONDITIONS OF USE

- 34. ESI reserves the right to monitor Client's use of Services for the purpose of ensuring security of ESI's systems, managing resources of ESI's network, and compliance with terms of Agreement.
- 35. Client acknowledges that ESI's staff are authorized for unsupervised access to Client facilities and systems for the purposes of providing Services.
- 36. ESI acknowledges and agrees that ESI's use of Client technology shall be solely limited to providing Services to Client and accessing ESI systems for business purposes.
- 37. ESI shall follow strict hiring guidelines to help ensure ESI staff are ethical and trustworthy.

ACCEPTABLE USE

- 38. Client agrees not to knowingly engage in any activity that would constitute a threat to the security or performance of ESI's systems or services.
- 39. Client acknowledges their sole responsibility to maintain proper software licenses for all software installed on Client's systems. ESI will promptly notify Client of any detected software license violations and provide technical assistance to Client in their efforts to correct any violation. Breach of this section shall be regarded as a material breach of this Agreement. Client acknowledges that failure to comply with software licenses may result in the immediate termination of Services provided by ESI.
- 40. Client may not transfer or sublease any Service, or portion thereof, provided under Agreement unless stipulated otherwise in attachments hereto.

WARRANTY

- 41. ESI warrants to Client that Services will be carried out in a professional and workman like manner consistent with applicable industry standards. If the Services have not been so performed and ESI receives Client's detailed written request to cure a non-conformance within 30 days of its occurrence, ESI will re-perform those Services and/or correct Services which are non-conforming.

EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER ESI NOR ITS LICENSORS OR SUPPLIERS MAKES ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICE.

EXCLUSIONS

- 42. Except for a breach of its confidentiality obligations under paragraphs 27-30 of this Agreement, ESI shall not be responsible for loss or recovery of any Client data, loss of profits, loss of business or goodwill, loss of use of data, interruption of business, or for any special or incidental damages, whether for breach of warranty, breach of contract, tort, negligence, failure to perform, or otherwise, even if ESI has been advised of the possibility of such loss or damage unless ESI is found to have acted negligently or is found to have engaged in willful misconduct in providing Services.

MISCELLANEOUS

- 43. Neither party may assign its rights and responsibilities under Agreement without the written consent of the other party.

44. The waiver of any breach or default under Agreement shall not constitute the waiver of any subsequent breach or default.
45. The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the Agreement or the intent of any provision thereof.
46. Client represents to ESI that the Client's Representative executing Agreement on behalf of Client is duly authorized to do so, and that Agreement will be a valid and binding obligation of Client upon acceptance by ESI. Agreement shall not be binding upon ESI until it has been duly executed by ESI's Representative and first month's payment is received by ESI.
47. Client shall indemnify ESI, its affiliates, officers, directors, licensees and licensors from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from Client's breach of any provision of Agreement.
48. ESI shall indemnify Client, its boards, officials, employees, and agents from any and all claims and expenses, including, without limitation, reasonable attorney's fees, arising from ESI's breach of any provision of Agreement.
49. Michigan law shall control in the interpretation of Agreement. In the event that any of the provisions of this Agreement are found by a court or legal authority of competent jurisdiction to be illegal or invalid, said provisions shall be limited or eliminated to the minimum extent possible so that this Agreement shall otherwise remain in full force and effect.
50. The terms and conditions of Agreement shall prevail notwithstanding any inconsistent terms and conditions that may be contained in any purchase order or other document submitted by Client to ESI.
51. Neither party to Agreement shall be responsible to the other party or any third party for failure to fulfill or delay in fulfilling its obligations under Agreement due to causes beyond reasonable control.
52. ESI shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance for the duration of this Agreement and will provide a copy of the policy limits and certificates of insurance upon request of Client
53. ESI, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. ESI shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination.
54. Both parties agree that the relationship between both parties is that of an independent contractor and in accordance therewith, ESI covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the Client or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the Services provided by ESI to be a joint venture.
55. The agreements, representations, warranties, duties and obligations as set forth in this Agreement, to the extent consistent with the intent and purpose of this Agreement, shall survive the termination of this Agreement.

- 56. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.
- 57. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.
- 58. Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by e-mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the addresses for the parties as shown on Exhibit C. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when acknowledged by recipient, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by e-mail shall be deemed given only when the recipient acknowledges receipt of same. A Notice sent by overnight delivery or express mail shall be deemed given upon confirmed delivery by the courier used. A Notice that is sent by certified mail or registered mail shall be deemed given on the date delivery is accepted by the recipient. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

IN WITNESS WHEREOF, the parties hereto have hereunto caused Agreement to be signed and delivered by their duly authorized agents, all as of the dates stated below.

ESI: Empiric Solutions, Inc.

Client: Wexford County Central Dispatch/9-1-1

X. _____

X. _____

By: Eric D. Seelye

By: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
SERVICES

The following services shall be measured by means of a Resource Level Index ("Index"). The starting Index and the corresponding Monthly Rate are shown as:

Resource Level Index: 10
Monthly Rate: \$1,835/month

Upon any Client approved change in the Resource Level Index (see the Compensation section for details on how the Index can be changed) or after any 12 month period where there has been no change in the Resource Level Index, ESI shall be entitled to recalculate the Monthly Rate using its then current Monthly Rate formulas.

Empiric Solutions, Inc. provides technology management through the use of:

- Proprietary Technology
- Labor - Skilled Technology Staff

The term "Resources" throughout this Agreement shall always refer to the above combination items.

These Resources shall be used to provide the Client with technology management in accordance with ESI's network management philosophy and industry best practices.

Since this Agreement is measured by the Client's usage of the above Resources, there are few restrictions. Unless defined through an addendum to this Agreement, ESI shall provide technology management consisting of but not necessarily limited to the following duties:

NETWORK and SYSTEMS ADMINISTRATION

- Network infrastructure management
- Security hardware and software management
- Server management
- Systems software management
- Infrastructure hardware configuration backups (switches, firewalls, routers)

NETWORK TECHNICIAN ASSISTANCE

- End user hardware support
- End user application support
- Helpdesk services
- Server room management
- User account management (on-boarding/off-boarding)
- Printer setup and installation
- Telephone support
- Email support
- Remote screen share support
- Onsite support

TECHNOLOGY CONSULTING

- Project management
- Policy management
- Network auditing
- Pre-purchase consulting
- Engineering of network solutions
- Security assessment and audits

- Disaster and continuous operation planning
- Vendor coordination

AUTOMATION (Proprietary Technologies from ESI)

- 24/7 Network health checks, monitoring, and alarms with without after-hours response
- Centralized log consolidation and archiving Included Not Included
- Network health and performance monitoring and logging
- Application health and performance monitoring and logging
- Real-Time remote management
- Customized monitoring and alarming Included Not Included
- Client accessible monitoring dashboards Included Not Included
- Third party alarm notification Included Not Included

ADMINISTRATIVE/CLERICAL

- Server/Application backup configuration, monitoring, and remediation
- Network documentation
- Purchase management
- Software asset tracking
- Hardware asset tracking
- Asset life cycle tracking

OTHER

- Any other applicable technology related duties as directed by Client

In summary, ESI shall maintain the Client's technology systems according to Client requirements and industry best practices.

Client Policies (List any policies that ESI is required to follow)

Example - Client's Vendor Change Management Policy (Attached)

Example - Client's Vendor Acceptable Use Policy (Attached)

Example - FBI CJIS Policy (<https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>)

**EXHIBIT "B"
DEFINITIONS**

When used in Agreement, the capitalized terms listed in shall have the following meanings:

"Client's Representative" – individual identified by Client on Agreement to be responsible for receiving all notices under Agreement and for all administrative matters such as invoices, payments, and amendments.

"ESI's Representative" – individual identified by ESI on Agreement to be responsible for receiving all notices under Agreement.

"Monthly Fee" – The financial obligation of the Client listed on a Monthly Basis. This fee is based on the Resource Level Index combined with the Services requested.

"Resource Level Index" – A value use to determine the Monthly Fee and the corresponding Labor and Proprietary Technology required to perform requested Services.

"Services" – Exhibit "A"

"Temporary Resource" – Additional Labor or Proprietary Technology requested by either party to address the needs of short-term projects and/or emergency work. Temporary Resources are shown by an added Resource Level Index.

EXHIBIT "C"
REPRESENTATIVES

The following designated Representatives shall be responsible for receiving all notices under Agreement and for all administrative matters such as invoices, payments, and amendments or other authoritative communications. Client may change the name of (and all information pertaining to) Client's Representative and ESI may change the name of (and all information pertaining to) ESI's Representative upon written notice being given to the other party.

Client's Representative shall be:

Name: _____

Company: _____

Address: _____

Phone: _____

FAX: _____

E-Mail: _____

Empiric Solutions, Inc Representative shall be :

Name: Eric D. Seelye
Company: Empiric Solutions, Inc.
Address: 932 Sprint Street, Ste 202
Post Office Box 58
Petoskey, MI 49770-0058
Phone: +1.231.348.1035

EXHIBIT "D" TECHNOLOGIES

ESI Technologies

-none-

Excluded Technologies

-none-

12/16/2020

J.13.

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

Adj #	Acct	Acct Description	Revenue	Expense a.
20201201	101.286.528.06	CDBG-CARES Funding	1,980	
	101.286.726.04	CDBG-CARES Expenditures		1,980
To account for CDBG-CARES Funding grant expenditures and reimbursement revenues				



Administrator's Report to the BOC **For the meeting of December 16, 2020**

Completed Projects/Tasks

FOIA Requests: The Administration Office received 11 new Freedom of Information requests between November 14 and December 11.

New Employees: One new employee in the Register of Deeds Office has started working at the County since the November 18 Board of Commissioners meeting.

Wexford County Jail: A project that the Board budgeted for 2020 has actually been completed, in spite of all the COVID-related restrictions and delays. The newly installed cross bars and steel panels will increase safety for both staff and prisoners. Reports are that the completed project looks very nice.

Grant Funding Update: Final reporting for the First Responder Hazard Pay Premiums Program has been completed and submitted ahead of the December 11 deadline. Processing of the final payment through the Public Safety and Public Health Payroll Reimbursement Program required an submittal of information, which was submitted well ahead of the December 4 deadline.

Current Projects/Tasks

Community Development Block Grant: The program specialist has clarified which projects are eligible for reimbursement for this grant funding and which aren't. A major disappointment is confirmation that any construction project must be completed by the end of December 2020; we were hoping that the cost for a construction project only had to be incurred. However, this grant will cover COVID-related purchases not covered by other grants. The Emergency Manager and I are working to take as much advantage of this funding as possible.

Department Head Replacement: Our new Chief Public Defender, Bob Champion, will start work on January 4. He seems to be as happy taking the position as we are to have him!

Health Insurance Open Enrollment: Thanks to the Board's approval of the health insurance plans, open enrollment has started. All employees who are eligible for the County's health insurance are required to complete the open enrollment form – either to note which plan they're enrolling for or to waive the coverage – by December 15.

This means 137 employees need to complete forms, and that the Admin Office (Jami) needs to corral all 137 forms, ensure that all are complete in full, and submit them all to the health insurance carrier. At the time of this writing, roughly 30% of the forms had been turned; Monday and Tuesday will be a flurry of activity.

Additional Notes/Meetings

Historic Courthouse Windows: Due to delays in manufacturing due to COVID-19, it now seems almost certain that the windows will not be installed in 2020. However, the contract is still in place and we're looking forward to having new windows in 2021.

Respectfully submitted,
Janet Koch, County Administrator