



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, February 3, 2021 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
- H. PUBLIC COMMENTS

The Board welcomes all public input.

I. **CONSENT AGENDA**

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

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

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- 2. Appointments to Standing and Special Committees (HR/PS 1/26/21)..... 5

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WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, January 20, 2021

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

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

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add J.6. Virtual Meeting Capacity

Approval of the Agenda

MOTION by Comm Musta, seconded by Comm Hurlburt to approve the agenda, as amended.

All in favor.

Employee Recognition- *None*.

Presentation and Reports- *None*.

Public Comment- *None*.

Consent Agenda

1. Approval of the January 6, 2021, Regular Meeting Minutes

MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

Roll Call: Motion passed 9-0

Agenda Items

1. GIS Data Licensing Agreement

MOTION by Comm Hurlburt, seconded by Comm Musta to approve the Missaukee County GIS Data Licensing Agreement and authorize the Chairman to sign the agreement on behalf of the County.

Roll Call: Motion passed 9-0.

2. Aerial Photography Proposal

MOTION by Comm Musta, seconded by Comm Potter to approve the proposal from Kucera International Inc. for 2021 Aerial Orthoimagery with the County paying two-thirds of the cost between Fund 245 PIC and Fund 261 Dispatch and the

Road Commission paying one-third of the cost and authorize the Chairman to sign the proposal.

One Commissioner was very excited to see this coming before the Board. He uses this daily and the current maps are out of date. This will make a big difference.

Another Commissioner commented that this should have been planned in the budget. Administrator Koch advised that this was included in the budget.

Roll Call: Motion passed 9-0.

3. Powerphone Dispatcher Certification

MOTION by Comm Theobald, seconded by Comm Bush to approve the request to purchase the Powerphone Dispatch Call Handling System in the amount of \$8,897.

Roll Call: Motion approved unanimously.

4. Veterans' Program Services Agreement

MOTION by Comm Bengelink, seconded by Comm Theobald to approve the one-year Veteran Program Services Agreement beginning January 2021 and authorize the Chairman to sign the agreement on behalf of the County.

Roll Call: Motion approved unanimously.

5. Closed Session-Pending Litigation

MOTION by Comm Bengelink, seconded by Comm Potter to enter into closed session for the purpose of discussing current litigation pursuant to Section 8 of the Open Meetings Act, Act 267, P.A. 1976, as amended, being MCL 15.268 Sec.8 (e).

Roll Call: Motion passed 9-0.

MOTION by Comm Bengelink, seconded by Comm Potter to resume open session of the Board of Commissioners Regular Meeting and to accept the Minutes of the Closed Session as orally read by the Clerk.

Roll Call: Motion passed unanimously.

6. Virtual Meeting Capacity

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the estimate of \$32,750 from MessageMakers Inc.

Administrator Koch explained that the quote was received this morning, and that was the reason for the late addition. The most expensive item involved in the wireless,

rechargeable microphones. Those will make the room more flexible for different things. She further explained that the CESF will cover over \$28,000 of this project.

Ms. Koch also noted that this was being brought today because installation is a possibility the following weekend. By waving the RFP process, we can get this project moving quickly.

Several Commissioners commented that this was something we needed to do because of the current state we are in. It also brings the room up to date.

Roll Call: Motion approved unanimously.

Administrator's Report-

Administrator Koch thanked the Board from approving the project with MessageMakers. She then introduced Bob Champion, the new Chief Public Defender. Mr. Champion thanked the Board for welcoming him, and stated Wexford County is very easy to work for.

Ms. Koch stated she had sat through a webinar where it was explained that revenues are higher than anticipated, but they are still lower than 2019.

Ms. Koch also explained that our initial payroll reimbursement was expected to be \$60,000 to \$70,000 and was anticipated to be received in December. That has now been pushed back to February, but we are now anticipating receiving more than \$100,000. We are also going to be receiving a credit from Priority Health for over \$19,000.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports- *None.*

Board Comments

Comm Bengelink informed Board members that Baraga and Grand Traverse have recently passed resolutions that they may begin to see. He also reminded everyone that the administrator evaluations are due January 25th. If they are not received by then, they will not count.

Comm Bush thanked everyone for the phone calls, emails, and the card. It meant a lot to know everyone was thinking of him.

Comm Theobald was glad to have Commissioner Bush back.

Comm Nichols apologized for not being in person. She welcomed Mr. Champion to Wexford County. She also thanked everyone for the card she received.

Comm Potter made a comment about Bill Clinton.

Comm Townsend was happy to see Commissioner Bush back, and stated he would continue to pray for Commissioner Nichols.

Chairman's Comments

Comm Taylor was also glad to see Commissioner Bush back.

Adjourn

MOTION by Comm Potter, seconded by Comm Bengelink to adjourn at 4:47 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Appointment to the Cadillac Wexford Library Board

SUMMARY OF ITEM TO BE PRESENTED:

A member of the Cadillac Wexford Public Library Board chose not to be reappointed at the end of their term, which has left a vacancy on the Board.

Three applications were received for individuals interested in filling the position. The applications were forwarded to the Human Resources/Public Safety Committee for consideration.

RECOMMENDATION:

The HR/PS Committee recommends the full board appoint Ms. Carol Blake to the Library Board.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Resolution 21-06 Wexford County Temporary Emergency COVID-19 Leave

SUMMARY OF ITEM TO BE PRESENTED:

In March 2020 Congress approved and the President signed House Resolution 6201, the federal Families First Coronavirus Response Act of 2020, which included the Emergency Paid Sick Leave Act (EPSLA). The EPSLA provided 80 hours of leave to eligible full time employees and to part time employees on a pro rata basis. Employees who could not work remotely qualified for this leave under the following federally mandated circumstances:

- The employee was subject to a federal, state, or local quarantine or isolation order related to COVID-19.
- The employee was advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- The employee was experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- The employee was caring for someone who was subject to an order as described above.
- The employee was caring for a child if the school or place of care had been closed.
- The employee was experiencing other substantially similar conditions.

29 Wexford County employees made use of the EPSLA leave for a total of 1,431 total hours. Some employees used all of their 80 hours; the average amount of EPSLA leave used was 51.1 hours.

The EPSLA leave terminated on 12/31/2020. There has been no 2021 federal leave mandated at this time. Unfortunately, many of the COVID-related labor issues we were dealing with in 2020 are continuing into 2021.

Elected officials, appointed department heads, and their chief deputies (or equivalent) have been asked if they felt Wexford County temporary emergency COVID leave would be beneficial. Of the 13 department heads who responded to date, 12 felt the County would benefit from additional COVID leave.

Our County Clerk, Alaina Nyman, wrote the following in support of 80 hours of additional leave: “We run the risk of people coming to work sick then also because they do not have any leave or they can’t afford to use their leave for this. If we have an outbreak in one office, we could potentially need to shut the whole building down.”

Ms. Nyman also noted that: “We do have approved budgets that we are in charge of, however, I think we will do more harm than good if we do not have ... another two weeks of this proposed leave,” and that “I think we need to have something in place so that we are handling it all the same.”

The attached resolution has been submitted to labor counsel for review. Any revisions/recommendations provided by labor counsel before the meeting will be forwarded.

RECOMMENDATION:

That HR/PS Committee recommends the full board approve Resolution 21-06.

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 third day of February 2021, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Commissioner _____ and supported by Commissioner _____.

RESOLUTION NO. 21-06
TEMPORARY EMERGENCY COVID-19 LEAVE BENEFITS

WHEREAS, in response to COVID-19 Pandemic, in March 2020 Congress approved and the President signed House Resolution 6201, the federal Families First Coronavirus Response Act of 2020 (FFCRA), which included the Emergency Paid Sick Leave Act (EPSLA); and

WHEREAS, EPSLA benefits were offered to FFCRA eligible full time Wexford County employees and to part time Wexford County employees on a pro rata basis; and

WHEREAS, the statutory EPSLA benefits expired on December 31, 2020 and by law, EPSLA eligible employees may not carry over EPSLA leave from one year to the next and are not entitled to reimbursement for unused EPSLA leave. It is possible that Congress may act to extend EPSLA leave benefits past December 31 or provide a replacement COVID leave law, but it has not yet done so; and

WHEREAS, the Board of Commissioners recognizes the need for emergency temporary COVID-19 leave benefit due to the continuation of the COVID-19 pandemic; the fact that Congress has not reauthorized or mandatorily extended the EPSLA; and to foster and support prudent decisions by staff to treat or quarantine.

NOW, THEREFORE, BE IT RESOLVED that the Wexford County Board of Commissioners hereby authorizes for 2021 the grant of up to eighty (80) hours of paid Temporary Emergency COVID-19 Leave to eligible full time County Employees and part time employees on a pro rata basis to be administered by the County pursuant to the eligibility and procedural requirements of the expired EPSLA leave. This additional County-provided leave is non-cumulative with leave granted or utilized in calendar year 2020; is retroactive to January 1, 2021; does not carry over from one year to the next; and, unused Temporary Emergency COVID-19 Leave is not subject to payout to employees or upon separation from employment.

BE IT FURTHER RESOLVED, that this authorization shall automatically terminate when the COVID-19 Pandemic is over, or December 31, 2021, upon Congress mandatorily extending/ reauthorizing or providing a replacement to, in whole or in part, the expiring leave provisions of the EPSLA, or upon action by the Board of Commissioners terminating or amending this Resolution, whichever date is soonest.

If Congress does act to provide extended to replacement COVID leave benefits to eligible County employees, then the provision of leave for eligible County employees shall be exclusively governed by and subject to the requirements, terms, conditions and procedures provided by applicable law and/or appropriate collective bargaining agreement leave provisions (for unit employees) or County leave policies (for non-unit employees).

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 21-06 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on February 3, 2021, 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: HR/Public Safety Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Resolution 21-07 Honoring the Cadillac Vikings Football Team

SUMMARY OF ITEM TO BE PRESENTED:

The Cadillac Vikings Football Team progressed onto the MHSAA Division 4 State Championship title game.

The Vikings met Detroit Country Day on Friday, January 22, 2021 for the playoff game at Ford Field in Detroit.

The Vikings acquired the runner-up trophy.

Some slight revisions have been made to the draft resolution approved by the HR/PS Committee.

RECOMMENDATION:

The HR/PS Committee recommends the full board approve Resolution 21-07.

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 third day of February 2021 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 21-07
HONORING THE CADILLAC VIKINGS FOOTBALL TEAM 2020-2021**

WHEREAS, the Wexford County Board of Commissioners would like to honor and applaud the Cadillac Vikings High School football team for their rare athletic achievement; and

WHEREAS, on Saturday, January 9, 2021 the Vikings faced Forest Hills Eastern with a second-half comeback to win 27-23 securing their first Regional Title in the program's history; and

WHEREAS, on Saturday, January 16, 2021 the Vikings faced Edwardsburg in the MHSAA Division 4 State Semifinal contest winning 28-26 obtaining the right to the State Championship playoff at Ford Field in Detroit for the first time in their history of MHSAA Division 4 standings; and

WHEREAS, on Friday, January 22, 2021 the Vikings, for the first time in their history of MHSAA Division 4 standings took the field at Ford Field to play in the championship game, and

WHEREAS, on Friday, January 22, 2021 the Cadillac Vikings' football team competed against Detroit Country Day football team for the MHSAA Division 4 State Championship title; and

WHEREAS, on Friday, January 22, 2021 the Cadillac Vikings captured the runner-up trophy for the Division 4 State Championship.

WHEREAS, the Wexford County Board of Commissioners would like to congratulate all the following players and coaches for their outstanding accomplishment:

Players: Colin Hess, Chris Reinhold, Aden Gurden, Keenan Suminski, Charles Howell, Andrew Johns, Carter Harsh, Luke Enyeart, Kaleb McKinley, Noah Cochrane, Dan Gray, Paitin Meinhardt, Jakin Metzger, Collin Johnston, Keenan Marr, Tim Richards, Teegan Baker, Garrett Schutte, Bryce Bengelink, Clayton McKinley, Knoble Barber, Ben Meyer, Blake Swiger, Koby Denny, Travis Hund, Sam Mallory, Seth Dilley, Dillon Boorsma, Nick Hale, Connor Anderson, Ryan Sanders, Ryan Wood, Ryan Warner, Jeramiah Shattuck, Carson Raasio, Jay Gulish, Kyle Fauble, Trenton Dennis, Derek Rood

Head Coach: Cody Mallory; **Assistant Coaches:** Todd Baker, Mark Cronkhite, Pat Hinkle, Nate Metzger, Zack Griffin, Steven Cooper

NOW THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners hereby commends the Cadillac Vikings High School football team for their string of victories that led to competing in the MHSAA Division 4 State Championship game held on Friday, January 22, 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 21-07 adopted by the Board of Commissioners of Wexford County at a regular meeting held on February 3, 2021, 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: HR/Public Safety Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Revision to Policy B-12.4 Paid Absence from the Workplace

SUMMARY OF ITEM TO BE PRESENTED:

It was discovered the recently revised Policy B-12.4 only included accrual rates for the 80 hours/work period employees. It did not include accrual rates for the 75 hours/work period employees.

The policy has been updated to address this issue and is presented for approval.

RECOMMENDATION:

The HR/PS Committee encourages the full board approve the revisions made to policy B-12.4 Paid Absence from the Work Place.

Personnel Management Policies

B-12.4 Paid Absence from the Workplace

County Board Approval: May 15, 1996; Amendments February 7, 2001; December 5, 2002; March 17, 2004; May 6, 2009; November 7, 2012; January 6, 2016; February 3, 2016; April 6, 2016; September 7, 2016; Effective March 29, 2019; Amended January 6, 2021; Amended _____, 2021

A. Vacation Leave.

1. Administrative information:
 - a. Pay status: paid leave.
 - b. Approval authority: Department Head or Elected Official.
2. Full-time employees who worked during the period establishing their vacation eligibility as set forth below shall accrue vacation on a bi-weekly work period in accordance with the following schedule.

Vacation shall be credited to each eligible employee at the end of the bi-weekly work period in which 75 hours (or 80 hours depending on the requirements of the position) of paid service is completed as listed below. When paid service does not total 75 (or 80) hours in a biweekly work period the employee shall be credited with a pro-rated amount of vacation for that work period based on the number of hours in pay status divided by 75 (or 80) hours multiplied by the applicable accrual rate.

Seniority Required	Per Work Period Accrual Rates	
	80 hrs/work period	75 hours/work period
1 year	3.08 hours	2.89 hours
5 years	4.62 hours	4.33 hours
12 years	6.15 hours	5.77 hours
20 years	7.69 hours	7.21 hours

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

3. Regular part-time employees are eligible for vacation leave and will accrue vacation at the above rates when their accumulated work hours reach the equivalent of the seniority levels noted above.
4. In order to be eligible for vacation benefits, employees must have worked for the County a minimum of 1950 hours (if a 75 work period) or 2080 hours (if the employee works in an 80 work period position). This applies to both full time and part time employees.
5. Maximum Accrual

Employees may accumulate vacation leave only up to the maximum accumulation limits provided below:

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

6. Upon termination of employment, the employee may be entitled to compensation for any accrued but unused vacation time (at their normal hourly or daily rate) in any of the following circumstances:
 - a. If the employee retires in accordance with the retirement plan currently in effect.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Monumentation Surveyor Agreements

SUMMARY OF ITEM TO BE PRESENTED:

The approved Remonumentation Grant provides for the services of Monumentation Surveyors. The approved grant is attached for review following the two agreements.

The two agreements for Monumentation Surveyors, Atwell and CC Land, to perform professional services in accordance with Act 345 of 1990 in a total amount of \$30,800, \$15,400 each, are presented for consideration.

RECOMMENDATION:

The Finance Committee suggests the full board approve both Professional Services Agreements for Monumentation Surveyors.

PROFESSIONAL SERVICES AGREEMENT
(2021)

This AGREEMENT made as of November 06, 2020 between

WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN

OWNER,

and

ATWELL, 7192 E. 34 ROAD, SUITE 4, CADILLAC MI 49601

MONUMENTATION SURVEYOR

SECTION 1 – ASSIGNMENT

1.1_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

1.2_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

SECTION 2 – BASIC SERVICES

2.1 **MONUMENTATION SURVEYOR** shall perform the following services:

2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.

2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.

2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.

2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

SECTION 3 – OWNER RESPONSIBILITIES

- 3.1 **Owner will provide, through the county grant representative:**
 - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
 - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
 - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

SECTION 4 – PERIOD OF SERVICE

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

SECTION 5 – PAYMENT

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

SECTION 6 – INSURANCE

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman's Compensation	as required by law
	Professional Liability	\$1,000,000
(Insured must comply with Wexford County Policy C-8.0)		

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumenatation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year
year first written above.

OWNER

MONUMENTATION SURVEYOR

ATWELL

7192 E 34 ROAD, SUITE 4
CADILLAC, MI 49601

Wexford County Chairman,



Signature of authorized representative,
J. DEAN GEERS

Date

11-16-20

Date

Exhibit A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEXFORD COUNTY
AND
ATWELL
(2021)

Dated: 11/6/2020

ASSIGNMENT

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

Atwell – 14 Corners

Greenwood Township – T24, R10W

C-3, C-4

D-3

E-3, E-4

F-3, F-5

G-3, G-4, G-5, G-6

H-5

I-5, I-6

PERIOD OF SERVICES

- Complete at least 50% of **ASSIGNMENT** by June 30, 2021
- Complete **ASSIGNMENT** by December 11, 2021

PAYMENT

When research is complete	\$ 200.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

Per Corner Fee - \$ 1,100.00

Total 14 Corners - \$ 15,400.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita KS 67201	CONTACT NAME: IMA Wichita Team PHONE (A/C, No, Ext): 316-267-9221 E-MAIL ADDRESS: certs@imacorp.com	FAX (A/C, No):
INSURED Atwell LLC Two Towne Sq Ste 700 Southfield MI 48076-3737	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company INSURER B : Continental Insurance Company INSURER C : National Fire & Marine Insurance Co. INSURER D : INSURER E : INSURER F :	NAIC # 24147 35289 20079

COVERAGES

CERTIFICATE NUMBER: 615880004

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			MWZY31246020	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Proj/Loc Aggregate \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB31245920	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6011536932	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC31246120	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution Liability			42EPP30381304	3/1/2020	3/1/2021	Per Claim \$10,000,000 Aggregate \$10,000,000 Per Claim Retention \$350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Wexford County Project.

CERTIFICATE HOLDER

CANCELLATION

Wexford County
437 E Division St
Cadillac MI 49601-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PROFESSIONAL SERVICES AGREEMENT
(2021)

This AGREEMENT made as of _____ November 06, 2020 _____ between

WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN

OWNER,

and

CC LAND SURVEYING, 1411 E. M-55, CADILLAC MI 49601

MONUMENTATION SURVEYOR

SECTION 1 – ASSIGNMENT

1.1_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

1.2_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

SECTION 2 – BASIC SERVICES

2.1 **MONUMENTATION SURVEYOR** shall perform the following services:

2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.

2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.

2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.

2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

SECTION 3 – OWNER RESPONSIBILITIES

- 3.1 **Owner will provide, through the county grant representative:**
 - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
 - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
 - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

SECTION 4 – PERIOD OF SERVICE

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

SECTION 5 – PAYMENT

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

SECTION 6 – INSURANCE

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman's Compensation	as required by law
	Professional Liability	\$1,000,000
(Insured must comply with Wexford County Policy C-8.0)		

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumenatation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

OWNER

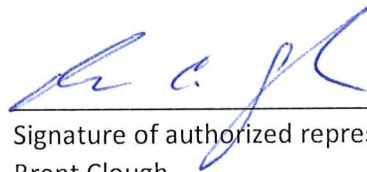
MONUMENTATION SURVEYOR

CC LAND SURVEYING

1411 E. M-55

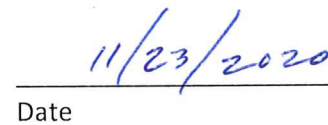
CADILLAC, MI 49601

Wexford County Chairman,



Signature of authorized representative,
Brent Clough

Date



Date

Exhibit A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEXFORD COUNTY
AND
CC LAND SURVEYING
(2021)

Dated: 11/6/2020

ASSIGNMENT

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

CC Land Surveying – 14 Corners

Hanover Township – T24N, R11W

B-3, B-5

C-3, C-4, C-5, C-6

D-3, D-5

E-3, E-4, E-5, E-6

F-3

G-5

PERIOD OF SERVICES

- Complete at least 50% of **ASSIGNMENT** by June 30, 2021
- Complete **ASSIGNMENT** by December 11, 2021

PAYMENT

When research is complete	\$ 200.00 per corner
When monumentation is complete and corner receives Peer Group approval.	\$ 900.00 per corner

Per Corner Fee - \$ 1,100.00

Total 14 Corners - \$ 15,400.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance Risk Managers, Inc. 10651 East Bethany Drive Suite 300 Aurora CO 80014-2688	CONTACT NAME: Maribeth Sugg PHONE (A/C, No, Ext): (303) 454-9562 FAX (A/C, No): (303) 454-9564 E-MAIL ADDRESS: maribeth.sugg@arm-i.com
INSURED CC Land Surveying Inc 1411 E M-55 Cadillac MI 49601-9095	INSURER(S) AFFORDING COVERAGE INSURER A: RLI Insurance Co INSURER B: Hanover Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:

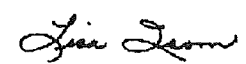
COVERAGES**CERTIFICATE NUMBER:** 20-21 GL AL WC EX EO**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSB0002395	08/17/2020	08/17/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PSA0001560	08/17/2020	08/17/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PSE0001742	08/17/2020	08/17/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0002134	08/17/2020	08/17/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability Claims Made Policy			LH4 A080391 07	08/17/2020	08/17/2021	Each Claim 1,000,000 Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Wexford County Board of Commissioners 437 E Division St Cadillac MI 49601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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GRANT NO. **BCC 21-83**

GRANT BETWEEN
THE STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
AND
WEXFORD COUNTY

GRANTEE/ADDRESS:

Lorie Sorensen
County of Wexford
Wexford County Courthouse
437 East Division Street
Cadillac, MI 49601
(231) 779-9455
(231) 779-5352

STATE GRANT ADMINISTRATOR/ADDRESS:

Michael C. Barger, P.S., Director
Office of Land Survey and Remonumentation
Department of Licensing and Regulatory Affairs
P.O. Box 30254
Lansing, MI 48909
Phone: (517) 241-6321
Email: bargerm@michigan.gov

GRANT PERIOD:

From: **01-01-2021** To: **12-31-2021**

TOTAL AUTHORIZED BUDGET: **\$36,955.00**

SIGMA Vendor ID: CV0048507
SIGMA Payment Address Code: E00

ACCOUNTING TEMPLATE: 6415137T001

GRANT

This is Grant No. **BCC 21-83** between the Department of Licensing and Regulatory Affairs (Grantor), and **Wexford County** (Grantee), is entered into pursuant to the State Survey and Remonumentation Act, 1990 PA 345 (SSRA) and is subject to the terms and conditions of this Agreement (Agreement).

1.0 Statement of Purpose

This Grant is offered annually to the Grantee in accordance with the requirements of the SSRA. The SSRA establishes the State Survey and Remonumentation Fund which supports a program for the monumentation and remonumentation and perpetual monument maintenance of original public land survey corners, protracted public land survey corners and property controlling corners throughout the State.

This Grant is offered to the Grantee to carry out its annual work program as set forth and approved by the Grantor in the Grantee's Survey and Remonumentation Grant Application, made part of this Agreement as "Attachment A."

In accordance with the terms and conditions of this Grant, the Grantor will reimburse the eligible expenses incurred by the Grantee to carry out the annual work program as set forth and approved by the Grantor in "Attachment A."

1.1 Statement of Work

The Grantee agrees to undertake, perform, and complete the project described in the Grantee's Proposal, Attachment A, file a Land Corner Recordation Certificate (LCRC) pursuant to the Corner Recordation Act, 1970 PA 74 (CRA) with the addition of a geodetic coordinate value, the peer group date, and county representative's signature on said LCRC for each corner identified in Attachment A under the requirements of the SSRA.

The Grantee must submit a Completion Report as specified in this Agreement, may submit a Work Progress Report as specified in this Agreement and provide any other reports or forms requested by the Grantor.

1.2 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without the prior written consent of the Grant Administrator.
- C. Attachment A includes the Budget. The Grantee agrees that all funds shown in Attachment A are to be spent as detailed in Attachment A.

- D. Changes in the Budget of less than 5 percent of the total line item amount do not require prior written approval, but Grantee must provide notice to the Grant Administrator.
- E. Changes in the Budget equal to or greater than 5 percent of the total line item amount will be allowed only upon prior review and written approval by the State Grant Administrator. A formal grant amendment must be signed by both the Grantor and Grantee.

1.3 Payment Schedule

- A. The maximum amount of grant assistance offered is **\$36,955.00**. An initial payment of **\$14,782.00** (40 percent of the State Grant Amount) shall be made to the Grantee upon submittal of the previous Grant Year Completion Report and all required documentation to the State Grant Administrator.
- B. Progress payments up to a total of 85 percent of the Total Authorized Budget may be made upon submission of a Grantee request indicating the grant funds received, project expenditures incurred, and objectives completed to date, as well as backup documentation for all expenditures. Backup documentation must include a printout of the 245 grant account, invoice copies, and a payroll printout for any county costs supported with the grant, and be maintained for audit purposes in order to comply with this Agreement.
- C. Payment of the final 15 percent of the grant amount shall be made after completion of the project and after the State Grant Administrator has received and approved the Completion Report and supporting documentation as specified in this Agreement.

1984 PA 279 states that the State shall take all steps necessary to assure that payment for goods or services is mailed within 45 days after receipt of the goods or services, a complete invoice for goods or services, or a complete contract for goods or services, whichever is later.

1.4 Program Performance - Monitoring, Reporting and Documentation

- A. Monitoring. The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished and provide a status report to the State Grant Administrator upon request.
- B. Reporting (see 1.4.C. for documentation requirements):
 - 1. The Grantee **may submit** to the State Grant Administrator a Progress Report as soon as July 1 of the grant year but no later than September 30 of the grant year with backup documentation for work completed and expenditures incurred during the reporting period
 - 2. The Grantee **must submit** to the State Grant Administrator a Completion Report no later than February 1 following the close of the grant year accompanied by all documentation for work completed and expenditures incurred during the reporting period.

- C. Documentation. Backup documentation must include the following, as applicable:
1. A written narrative of the total work accomplished during the grant year, including an explanation for any additional work completed that was not specified in the approved "Attachment A," any work not completed that was specified in the approved "Attachment A," and any changes in an approved line item of the budget approved in "Attachment A" (submit for **Completion Report only**).
 2. A narrative of any coordinated efforts with other organizations to complete the project (submit for **Completion Report only**).
 3. Invoices:
 - a. An invoice from all Peer Review Group members, each surveyor or any other service provider for all services provided to the Grantee under this Agreement, and other supplies and purchases, as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
 - b. A detailed breakdown and backup documentation for any county costs charged to the program as outlined in the approved "Attachment A" (submit for **Progress Report and Completion Report**).
 4. General Ledger: The County Treasurer's print-out of the State Survey and Remonumentation grant account or equivalent ledger providing a detailed history of each transaction occurring within the account, including all payroll, indirect and/or overhead expenses. If not itemized in the ledger, a salary and fringe benefits breakdown must also be submitted for all administrative staff (submit for **Progress Report and Completion Report**).
 5. A recorded LCRC prepared in compliance with the CRA and SSRA for each corner shall be submitted through the Accela Citizen Access (ACA) portal. The LCRC shall include geodetic coordinate values for each corner recorded, signed by the county representative and reflect the date of the peer review group meeting at which the corner was reviewed. The county representative will notify the State Grant Administrator when all the contract corners are entered through ACA for the grant year.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for project changes from the Grant Administrator.
See Section 1.2. Detailed Budget.

2.2 Delegation

Grantee may not delegate any of its obligations under the Grant without the prior written approval of the State. Grantee must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Grantee must: (a) be the sole point of contact regarding all project matters, including payment and charges for all Grant Activities; (b) make all payments to the subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with a subgrantee. Grantee remains responsible for the completion of the Grant Activities, compliance with the terms of this Grant, and the acts and omissions of the subgrantee. The State, in its sole discretion, may require the replacement of any subgrantee.

2.3 Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.4 Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Exceptions to this requirement must be approved in writing by the Grant Administrator.

2.5 Order of Spending

Unless otherwise required, Grantee shall expend funds in the following order: (1) private or local funds, (2) federal funds, and (3) state funds. Grantee is responsible for securing any required matching funds from sources other than the State.

2.6 Purchase of Equipment

The purchase of equipment not specifically listed in the Budget, "Attachment A," must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year. In its request for approval of the State Grant Administrator, Grantee must include the following: (1) a definition of the specific equipment Grantee wishes to purchase; (2) an explanation for why the equipment is necessary to complete the Statement of Work; (3) an explanation of why Grantee could not complete the Statement of Work by renting comparable equipment rather than purchasing it; (4) the anticipated life of the equipment; (5) the amount of anticipated maintenance fees required to maintain the equipment and the length of time those fees will need to be paid; (6) whether Grantee intends to pay maintenance fees using current and/or future grant awards; (7) explanation of any housing requirements for the equipment; (8) whether Grantee intends to rent out to a third party; (9) and the agreement by Grantee that, if it rents or sells the equipment, Grantee will remit any and all rental or sale proceeds to the State.

2.7 Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, 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 including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.8 Records Maintenance, Inspection, Examination, and Audit

The State or its designee may audit Grantee to verify compliance with this Grant. Grantee must retain, and provide to the State or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant Activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Grant must be paid or refunded within 45 calendar days.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

If the Grantee is a governmental or non-profit organization and expends the minimum level specified in OMB Uniform Guidance (\$750,000 as of December 26, 2013) or more in total federal funds in its fiscal year, then Grantee is required to submit an Audit Report to the Federal Audit Clearinghouse (FAC) as required in 200.36.

2.9 Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive selection is not feasible or practical, the Grantee agrees to obtain the written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that such negotiation is possible.

The Grantee agrees that all procurement of Professional Services will be conducted using Quality Based Selection (QBS). The Grantee may use QBS scores to assign work based on complexity.

3.0 Liability

The State is not liable for any costs incurred by the Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the grant amount.

3.1 Reserved

3.2 Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.3 General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs, including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

3.4 Termination

A. Termination for Cause

The State may terminate this Grant for cause, in whole or in part, if Grantee, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Grant will not be construed to mean that other breaches are not material.

If the State terminates this Grant under this Section, the State will issue a termination notice specifying whether Grantee must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Grantee was not in breach of the Grant, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Subsection B, Termination for Convenience.

The State will only pay for amounts due to Grantee for Grant Activities accepted by the State on or before the date of termination, subject to the State's right to set off any

amounts owed by the Grantee for the State's reasonable costs in terminating this Grant. The Grantee must pay all reasonable costs incurred by the State in terminating this Grant for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Grant Activities from other sources.

B. Termination for Convenience

The State may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If the State terminates this Grant for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Grant Responsibilities.

3.5 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify the State of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant Activities in connection with this Grant.

3.6 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to 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, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.7 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a Grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.8 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

3.9 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

4.0 Website Incorporation

The State is not bound by any content on Grantee's website unless expressly incorporated directly into this Grant.

4.1 Certification Regarding Debarment

The Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or State department or agency. If the Grantee is unable to certify to any portion of this statement, the Grantee shall attach an explanation to this Agreement.

4.2 Illegal Influence

The Grantee certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Grantee certifies, to the best of his or her knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any State agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.3 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.4 Compliance with Laws

Grantee must comply with all federal, state and local laws, rules and regulations.

Grantee is required to possess in order to perform under this Grant.

4.5 Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6 Assignment

Grantee may not assign this Grant to any other party without the prior approval of the State. Upon notice to Grantee, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If the State determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Grant.

4.7 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant Activities. This Grant may not be amended except by signed agreement between the parties.

4.8 Grantee Relationship

Grantee assumes all rights, obligations and liabilities set forth in this Grant. Grantee, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee, and not the State, is responsible for the payment of wages, benefits and taxes of Grantee's employees and any subgrantees. Prior performance does not modify Grantee's status as an independent Grantee.

4.9 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

E-SIGNED by LeAnn Droste
on 2020-11-04 20:21:20 EST

LeAnn Droste, Director
Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

2020-11-04 20:21:20 UTC

Date

E-SIGNED by Lori Sorensen
on 2020-11-05 13:58:43 EST

Lorie Sorensen
County Grant Administrator
County of Wexford

2020-11-05 13:58:43 UTC

Date

GRANT NO. **BCC 21-83**

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Peer Review Surveyor Agreements

SUMMARY OF ITEM TO BE PRESENTED:

Four Peer Review Surveyor Agreements are presented for consideration. These surveyors, Mr. Brent Clough, Mr. Craig McVean, Mr. Bill Sikkema, and Mr. George Smith will perform professional services in accordance with Act 345 of 1990.

Each surveyor will receive a flat fee of \$500.00 for services performed.

RECOMMENDATION:

The Finance Committee advises the full board approve the four Peer Review Surveyor Agreements.

PROFESSIONAL SERVICES AGREEMENT

(2021)

The **AGREEMENT** made as of January 06, 2021 between

WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

BRENT CLOUGH, 1411 E M-55, CADILLAC MI 49601

PEER REVIEW SURVEYOR.

SECTION 1 – ASSIGNMENT

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

SECTION 2 – BASIC SERVICES

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
 - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
 - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
 - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

SECTION 3 – OWNER RESPONSIBILITIES

- 3.1 **Owner will provide, through the County Grant Representative:**
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- 3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

SECTION 4 – PERIOD OF SERVICE

- 4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

SECTION 5 – PAYMENT

- 5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$500.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.
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SECTION 6

- 6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
- 6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

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In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER


PEER REVIEW SURVEYOR

Wexford County Chairman,

Date



BRENT CLOUGH, P.S.



Date

PROFESSIONAL SERVICES AGREEMENT (2021)

The **AGREEMENT** made as of January 06, 2021 between

WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

CRAIG MCVEAN, 116 VINE STREET, CADILLAC MI 49601

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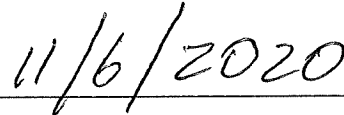
PEER REVIEW SURVEYOR

Wexford County Chairman,



CRAIG MCVEAN, P.S.

Date



Date

PROFESSIONAL SERVICES AGREEMENT

(2021)

The **AGREEMENT** made as of January 06, 2021 between

WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

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And

BILL SIKKEMA, 6549 20 MILE ROAD, MARION MI 49665

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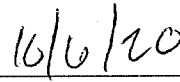
PEER REVIEW SURVEYOR

Wexford County Chairman,



BILL SIKKEMA, P.S.

Date



Date

PROFESSIONAL SERVICES AGREEMENT

(2021)

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WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

GEORGE SMITH, 8651 S SEELEY ROAD, CADILLAC MI 49601

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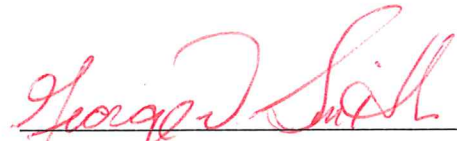
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OWNER

PEER REVIEW SURVEYOR

Wexford County Chairman,



GEORGE SMITH, P.S.

Date

11-6-20

Date

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Cherrylan Software Purchase – Prosecutor’s Office

SUMMARY OF ITEM TO BE PRESENTED:

The Prosecutor’s CESF grant agreement covers the cost of record management software. Prosecutor Wiggins received two quotes which are attached.

Wexford County Circuit and Probate Courts and the Clerk’s office currently use Cherrylan software for maximizing record storage. The Cherrylan software quote of \$21,050 is being reduced by Cherrylan, waiving the installation and training fees along with reducing the maintenance fee to \$3,400. With these reductions, the Cherrylan quote is \$16,400. The quote provided by Karpel Solutions totals \$44,900.

Given the extremely competitive price from Cherrylan, there does not appear to any advantage to the County to proceed with a competitive bid.

RECOMMENDATION:

The Finance Committee supports the 2020 purchase of the Cherrylan software for the Prosecutor’s Office and proposes the full board to approve.

Application Software and Services

Purchase Price

Purchase Pricing	License Fee	Maintenance	Installation	Training	Total
10 User	\$13,000.00	\$4,250.00	\$1,600.00	\$2,200.00	\$21,050.00

Add \$500.00 License Fee and \$100.00 Maintenance Fee for each additional user. Users must be purchased in groups of 5. For 15 users add \$2,500.00 License Fee and \$500.00 to Maintenance.



Replaces Fujitsu FI-7160 PA03670-B055
 Optical Resolution: 600 dpi
 Scan Speeds of 60 ppm & 120 ipm
 80-Sheet Automatic Document Feeder
 Duplex Scanning
 Maximum Document Size: 8.50" x 220.00"
 Minimum Document Size: 2.00" x 2.10"
 Output Color Depth of 24-bit
 Double Feed Detection Sensor
 PaperStream IP and PaperStream Capture

Price per scanner \$959.00

Government Lease Pricing Available upon Request

(5 year lease plan with one dollar buyout at end of lease)

*Can Request for
System*

Twain Driver

Canon Mark

on Sensor

*Can merge Print
Comp*

cherryLAN
Michigan County Software

Gregory Nelson
 P.O. Box 6147
 Traverse City, MI 49696
 231.218.7457
 greg@cherrylan.com
 www.cherrylan.com

Pro Filer

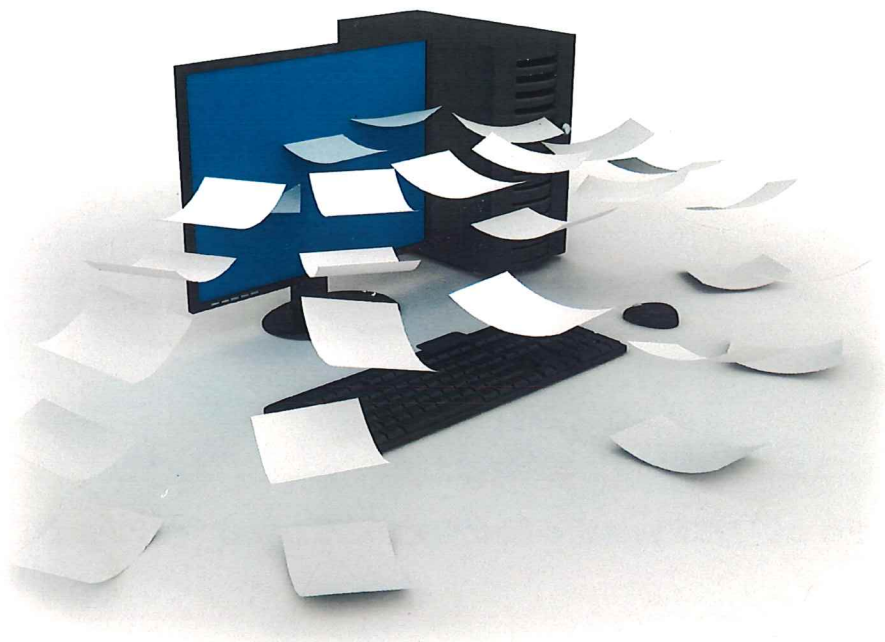
A product of Cherry LAN Systems, Inc.

Michigan Prosecuting Attorneys

Pro Filer is an advanced case management system that enables scanned images, word processor documents, spreadsheets, audio, video, and other files to be merged into a single case file menu.

ELIMINATES PAPER FILES | PREVENTS LOST RECORDS | LOCATES DOCUMENTS INSTANTLY

Pro Filer is integrated with both the Adult Case Tracking (ACT) and the Juvenile Case Tracking (JCT) systems written by PACC/PAAM, providing a powerful imaging system for Prosecuting Attorney Offices throughout the State of Michigan.



PAPERLESS OFFICE

Pro Filer allows true paperless record storage with all forms of hardcopy (including photos, recorded documents, reports and more) scanned and attached to a case file. All hardcopy files can be stored off-site, and reprinted on an as-needed basis.

FAST, EFFORTLESS REDACTIONS

Pro Filer permits blacking out sensitive items within a case file or report, such as SSNs, names, phone numbers, etc. It also allows the attachment of comments or notes (electronic "sticky notes") for further clarification or instruction.

SECURE

Pro Filer offers multi-layer security, allowing the administrator to set varying levels of security and access at the index and folder levels. Other users may have edit capability, view-only, or be locked out entirely.

WORD FIND

Pro Filer Word Find allows finding a specific word within a document, including hardcopy documents that have been scanned into the case. For example, search all related documents for the occurrence of the word "knife".

More Benefits

Batch Scanning

Scan an entire case file and easily separate batch file documents.

E-mail

Attach documents to an E-mail with the touch of a button.

OCR

Capture image text to allow scanned documents to be located by text content.

Pro Filer provides Keyword searches on ten fields within the ACT/JCT systems:

- Case Key
- Defendant Name
- District Court Number
- Complaint Number
- CTN Number
- Case Number
- File Number
- Defendant SID Number
- Defendant TCN
- Request Date

If the ACT/JCT systems become unavailable, **Pro Filer** still allows access to scanned case files.

Cherry LAN Systems, Inc. (CLS) has more than fifteen years of experience providing systems and services that assist in the management of operations. Pro Filer has been specifically developed for Michigan Prosecutors. We are confident it will provide the best solution for storing and viewing:

- Charge Documents
- Defendant Information
- Victim Information
- LEINs
- Motions
- Subpoenas
- Reports
- Trial Preparation Information
- Letters
- 911 Calls
- ...and More!



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INFORMATION TO THE WEXFORD COUNTY PROSECUTING ATTORNEY'S OFFICE FOR A CASE MANAGEMENT SOLUTION

Karpel Solutions

Contact: Brett White, Sales Executive

Phone: (314) 892-6300 x1133

bwhite@karpel.com

August 7, 2020

Executive Summary

Karpel Solutions will provide prosecutor case management software that meets your requirements and is specially configured to match your workflow needs.

We offer an array of advantages over competing vendors, for instance:

PROSECUTORbyKarpel is flexible to your needs

PROSECUTORbyKarpel's configurability distinguishes it from other case management systems. At Karpel, we realize that your agency is unique. You use different workflows, have different reporting needs, use different documents, follow different rules, and need different security privileges,

With PROSECUTORbyKarpel, you are not limited by the needs of "most" agencies. If given the project, we will work with you to learn and define your needs exactly, and then we will configure PROSECUTORbyKarpel to meet those needs.

You can configure PROSECUTORbyKarpel yourself

Besides performing the initial configurations of PROSECUTORbyKarpel for you, we will teach your administrators to configure the software as well. With other vendors, when your needs change, you would need to go through them for expensive customizations. PROSECUTORbyKarpel, on the other hand, can be configured without our assistance.

You still receive all the benefits of a COTS solution

Although PROSECUTORbyKarpel is completely configurable to your needs, from a technical perspective it is the same version that all Karpel's prosecution clients use, allowing you to take advantage of the knowledge, input, documents, and reports of our nationwide client base.

PROSECUTORbyKarpel has been proven by hundreds of prosecuting agencies

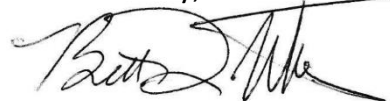
PROSECUTORbyKarpel's excellence can be attested to by some of the largest and smallest prosecuting offices in the country. We have worked with prosecuting agencies since our inception, meaning our development and project management teams are very familiar with and skilled in meeting the needs of agencies such as yours.

PROSECUTORbyKarpel includes superior client assistance

To choose PROSECUTORbyKarpel is to choose a vendor that offers extensive and ongoing training, bi-annual version upgrades, experienced project management, and flexible client assistance. Our retention rate, unsurpassed in our industry, attests to the satisfaction of our clients with our products and our service.

Feel free to contact me with any additional questions regarding this proposal at (314) 892-6300 x1133 or email me at bwhite@karpel.com.

Sincerely,



Brett White
Sales Executive

Introduction to Karpel Solutions

Karpel has successfully implemented PROSECUTORbyKarpel in almost 400 agencies in 30 states. Our exclusive focus on the justice industry means our development and project management teams are very knowledgeable about the needs and requirements of prosecuting agencies such as yours and has great experience in meeting them.

All of our projects involve configuring PROSECUTORbyKarpel to meet our client's specific needs, and many of these implementations have also included large, even state-wide data sharing and data conversion components. Our extensive experience in each of these areas assures you that we have the ability to successfully create and configure your project as well. Our client retention rate, unsurpassed in our industry, attests to both the power of our software and the satisfaction of our clients with our services.

We use our sizeable research and development budget to enhance PROSECUTORbyKarpel according to client requests and our ongoing research into prosecutors' needs. Through our aggressive release cycle, we ensure that PROSECUTORbyKarpel is compliant with the latest technologies (e.g. SQL Server 2016, Windows 10). We are also a Microsoft Certified Partner, giving us the added advantage of having access to technical coordination and advisory services directly from Microsoft.

KARPEL QUICK FACTS:

- Privately held corporation
- Based in St. Louis, MO
- Founded in 1985
- Almost 400 client agencies
- Extensive experience in creating data sharing and conversion projects
- Adhere to and conformant with national integration standards
- Compliant with latest technologies

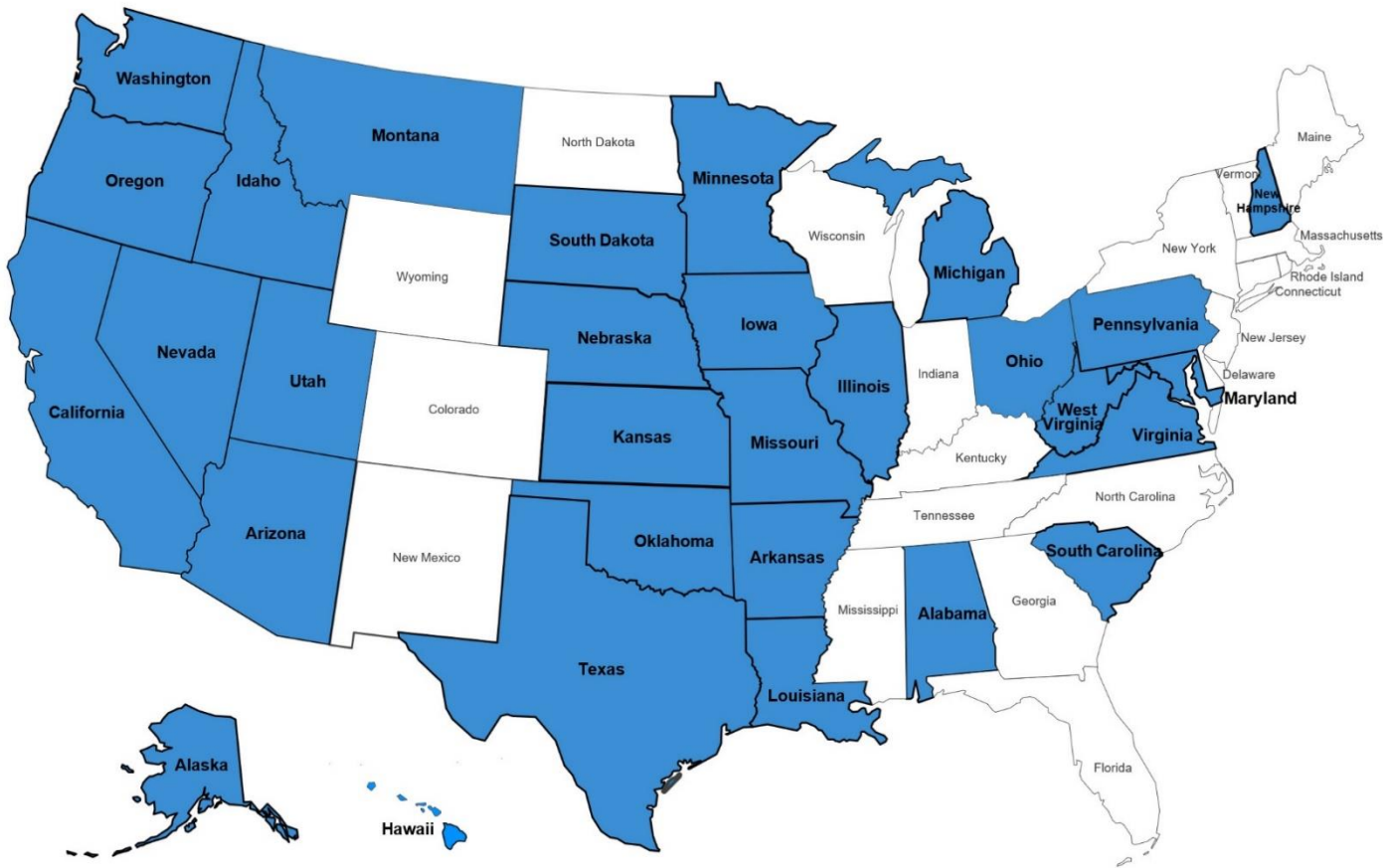


Figure 1. Blue states signify Karpel clients

Why Choose PROSECUTORbyKarpel?

PROSECUTORbyKarpel can be configured to employ your business rules, use your terminology, show the information you want, and generate the documents and reports that are important to you

Prosecuting agencies have been the focus of our company since our inception. In fact, we support almost 400 agencies, meaning we have acquired vast knowledge about the needs and requirements of these agencies and great experience in meeting them. Due to our vast client base, Karpel Solutions knowledge and experience enables PROSECUTORbyKarpel to come “out of the box” prepared to meet the data entry, reporting, tracking, documenting, and other needs of most prosecuting agencies.

Nevertheless, PROSECUTORbyKarpel is different from other case management solutions because, while it comes with most of your needed functionality intact, our focus is on providing you with a solution that is specifically aligned to your business processes and needs. PROSECUTORbyKarpel is a “hybrid” solution, meaning that it gives you all the advantages of a commercial product—regular releases, rapid response support team and a nationwide user base of your peers—with all the flexibility of a custom-developed application.

PROSECUTORbyKarpel can be completely customized to meet your unique prosecutor case management needs. If given this project, we will meet with you at the project start to discuss your needs and expectations, and we will configure PROSECUTORbyKarpel to meet those needs. With PROSECUTORbyKarpel, you can configure your screens, terminologies, drop-down menus, business rules, and more without modifying the source code. We will also create customized reports and automated documents for your agency, reporting on the information you need and using the format you want.

Because configurations can be made without altering the source code, as your agency grows and your needs change, you can modify PROSECUTORbyKarpel yourself. Configurations you make will not decrease your compatibility with later releases of PROSECUTORbyKarpel.

• • •

“ You and your team worked so well with all the employees of the (City of St. Paul) Criminal Division and I have heard nothing but positive feed back from all my colleagues. Not only was the support and training excellent in delivery and content, you guys were just plain fun to work with!”

Laura Pietan
Deputy City Attorney

• • •

Implementation Description

Karpel's implementation team will work with you to find out your exact needs and configure your software accordingly

Project Overview

To enable both parties to communicate and establish project expectations and timelines, a Karpel project manager will hold an in-depth planning meeting with your agency's designated project manager at the start of the project. Depending on what is most convenient for you, we can hold this meeting online, over the phone, or live at your agency (for an additional charge). You will know and be able to give approval for our finalized plans because our project manager will send you a detailed project plan and communications plan.

To ensure all aspects of your project are completed exactly as you require, we will assign an experienced project management team that consists of a project manager, support resource, documentation specialist, and custom developer (if needed).

So that you can maximize use of your new software, you will receive administrator and end user training as part of your project. You can also receive continued training in the form of free webinars and an affordable yearly conference.

Following go-live, your agency and users will have continual access to our support resources for as long as you maintain a support contract.

Client Involvement during Implementation

To ensure your software meets all the goals and requirements you have for it, we seek your input and approval throughout the project. Our project management team will learn your specific goals, workflows, and needs for the software through a detailed planning meeting at the start of the project.

• • •

"I want to thank Karpel for the tremendous job they did converting our data. We now have a database that is usable and helpful for every employee of the office...Most importantly, Karpel has provided an effective tool that increases our ability to prosecute crime in our county."

--Michael Hunt, Chief
Trial Attorney, Jackson
County, Missouri

• • •

So that your deliverables are created as you want them in the minimal amount of time, we seek your input prior to creating any template, document, dashboard, or other configuration. To ensure that the finished product meets your approval, we have you look over our work when we finish. You will always know exactly what we are doing and what you need to do as our project manager will communicate with your project manager regularly throughout the duration of the project. You largely control how quickly you go live, as the time you dedicate to the project is the key factor in how quickly it can be completed.

The following table helps you organize your efforts through describing the people you need, their responsibilities, and their involvement level. Allocate the roles as it makes most sense for you: for instance, one person can fill multiple roles, or multiple people can fill one role (increasing or decreasing their time commitment accordingly).

Role	Responsibilities
Project Manager	<p>Coordinate your resources to perform tasks assigned to your agency, as listed in Statement of Work and project plan</p> <p>Coordinate appropriate personnel and resources for meetings, training, etc.</p> <p>Serve as Karpel's primary contact throughout project.</p> <p>Help develop and then approve the Project Plan</p> <p>Approve and implement the Communication Management Plan & Change Management Plan</p> <p>Review and sign off on project tasks</p> <p>Approve and release payments according to payment milestones</p>
PROSECUTORbyKarpel Administrator(s)	Receive administrator training in order to manage the system following implementation.
IT Staff	Provide permissions and workstation setup as needed.
Subject Matter Experts (SMEs)	<p>SMEs are needed to do the following:</p> <ul style="list-style-type: none"> Review data Define office workflows and procedures to aid in system configuration Define and test documents and reports you want created Define and test data exchanges and conversions (if applicable) Receive document & report author training (if applicable)

Professional Services

Software is only one piece of a successful solution implementation. Our client retention rate is due to both the power of our software and the quality of our professional services, some of which include:

- **client-designed solutions**—As a client, you influence the development of your software with your enhancement requests.
- **version upgrades at no additional cost**—You will receive all regular version upgrades, including major releases, at no additional cost for as long as you maintain a support agreement.
- **continued training**—Besides the in-depth training you receive as part of your implementation, you can receive continued training in the form of free webinars and an affordable yearly conference.
- **data conversions**—Take your data with you when you migrate to PROSECUTORbyKarpel. We have successfully converted agencies of all sizes and from all types of custom-built and commercial applications. If desired, we will convert yours as well.

Client Services

Through choosing PROSECUTORbyKarpel, you choose a quick response time, friendly service, and free version upgrades

When you experience difficulties with your software, you can quickly receive support via the method most comfortable for you, whether that is through calling or sending an email. If you call, you will nearly always reach a live person immediately, and, unlike many support centers, we won't funnel you through an automated menu system. Our client retention rate is largely due to the satisfaction of our clients with their support.

For as long as you maintain a support contract, you will have access to the following services:

- *Support Personnel:* Access support via telephone or email 24x7.
- *Version Releases:* Receive regular version releases, including major version releases annually
- *Patches:* Receive interim release fixes if necessary

Most support issues are resolved on the spot, while a few may take more time and research to solve.

Resolution times are clearly communicated to you.

• • •
“ I appreciate the continued customer service and the PbK system which has changed the way that we do business for the better.”

David M. Stumbo
8th Circuit Solicitor, South Carolina


• • •

HOSTEDbyKarpel

Karpel Solutions offers prospective clients our hosting environment for their **PROSECUTORbyKarpel** application within our cloud-based **HOSTEDbyKarpel**.

Several years ago, the cloud did not represent an acceptable option. However, in recent years 95% of clients are selecting our cloud-based option, including some of our largest installations such as King County WA with 356 users, City/County of Honolulu with 250 users, and Maricopa County AZ (Phoenix), with nearly than 1,000 users. Our hosted solution has a 99.5% uptime SLA. The solution is managed by our system administrators and engineers employed by Karpel Solutions. 24/7/365 monitoring is performed by our technicians and by other systems run by Karpel Solutions. Server maintenance occurs monthly during off hours (weekends) with client notification three business days prior to the scheduled maintenance. External penetration testing and uptime verification is performed by third party systems.


Azure government regions



- Hosted in Azure Government
- All data encrypted in transit and at rest
- U.S. Data Sovereignty
- Redundancy / resiliency with replication in 6 separate zones in two geo-diverse datacenters (3 zones each)

Dedicated Government Datacenter Regions

- 2 Existing regions
- 2 DoD regions
- 2 New regions in Q2



All 50 US states are Microsoft Cloud for Government customers

Additionally, every year Karpel Solutions employees with access to the corporate network go through a federal fingerprint check and security awareness training to remain CJIS compliant. Our hosted service includes offsite backup and disaster recovery services provided by replication between two geo-diverse datacenters.

Karpel Solutions hosted services are provided through Microsoft's Azure Government Cloud. Microsoft's Azure Government Cloud is designed to meet the higher-level security and compliance needs for sensitive, dedicated, U.S. Public Sector workloads found in regulations such as United States Federal Risk and Authorization Management Program (FedRAMP), Department of Defense Enterprise Cloud Service Broker (ECSB), Criminal Justice Information Services (CJIS) Security Policy and Health Insurance Portability and Accountability Act (HIPAA). For more information regarding security and CJIS compliance, please go to <https://azure.microsoft.com/en-us/support/trust-center/compliance/>



"We are working from home so having Karpel has been HUGE in getting this accomplished. I am so thankful your business card made it to my desk."

Tammy - Pickaway County Prosecuting Attorney's Office, Ohio

"Not sure I like working from home but so glad we can."

Keli - Tulsa County District Attorney's Office, Oklahoma

"I can't tell you how great it has been to be able to have staff work from home (be)cause we have such a great system."

Barbara - Polk County District Attorney's Office, Oregon

"LOVE having PbK, it's made this work wherever you are possible for our office. Appreciate all you guys do for us!

Sandy – Ramsey County Attorney's Office, Minnesota



Pricing Proposal

Itemized and Total Cost

The following tables show the itemized and total cost for your solution.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	8	\$2,250	\$18,000
Total Software			\$18,000

Installation Services	Qty.	Price	Total
Hosted Application Database Installation/Config.	1	\$1,000	\$1,000
± Client Support Tool/Scanning tool and system compatibility check	8	\$50	\$400
Total Installation Services			\$1,400

Professional Services	Qty.	Price	Total
Project Management			\$0
Online Pre-implementation (hours)	12	\$150	\$1,800
Mock Go Live (hours)	4	\$150	\$600
Data Conversion: ACT/JCT	1	\$7,500	\$7,500
Document Template Setup and Conversion (up to 100 Documents)	1	\$2,500	\$2,500
Total Professional Services			\$12,400

Onsite Training Services	Qty.	Price	Total
On Site Training (days)	5	\$1,200 1 trainer	\$6,000
Total Onsite Training Services			\$6,000

Customization Services	Qty.	Price	Total
Total Customization Services			\$0

Total Project Cost			\$37,800
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Estimated Travel Expenses **\$1,700**

Annual Support Services	Qty.	Price	Total
PROSECUTORbyKarpel	8	\$450	\$3,600
Unlimited eDiscovery	1	\$1,000	\$1,000
Hosted Services (per user/year)	8	\$100	\$800
Total Annual Support Services			\$5,400



PLEASE NOTE: The cost of interfaces represents interface development and deployment from Karpel Solutions. There may be a cost from the other vendor that is not reflected here. Please check with the other vendor for details.

The cost of data conversion assumes data is provided in an acceptable format. Please check with your current vendor to determine if they will charge you for extracting your data.

What you should know about researching Case Management Software vendors

Every agency deserves software that is easy to use, functional, intuitive, and responsive, as well as a vendor that stands behind its promises. The process of researching and selecting a software vendor can be difficult and time-consuming, but choosing the right vendor to provide software that fits your needs will make the effort worthwhile. Use the questions below to help you gather information, evaluate vendors, and make the right choice.

1. Karpel Solutions 2. _____ 3. _____

Company Background | What you should know about a software vendor

How many years has the vendor been in business?
How many clients does the vendor have?
How many references can the vendor provide?
How often does a new update become available?
Can you take advantage of enhancements other clients have requested?
Has the vendor's software been acquired from buyouts or mergers?
How many employees does the vendor have?
What percentage of employees are devoted to development and support?
Does the vendor aggressively support data sharing?
Does the company meet strict CJIS compliance requirements?
Is the company involved in litigation with current/former clients?

Karpel	Vendor 2	Vendor 3
20+		
360+		
360+		
6 Months		
YES		
NO		
60+		
85%		
YES		
YES		
NO		

References | What you should ask agencies about their current vendor

Was the project implemented in the timeframe the vendor promised?
Was the project within the budget the vendor quoted at the time of signing?
Were extra expenses discovered after contracts were signed?
Did the agency receive all the functionality that was originally expected?
When the agency calls support, what is the vendor's average response time?
What is the average system uptime and availability?
Do upgrades/enhancements require new installations on every PC?
Is 100 percent of system support provided by the vendor or do they use a third party?
Does the agency know of other sites using the same system?
How long have you been using their software?
Was contracting difficult? How long did it take?

Karpel	Vendor 2	Vendor 3

Pricing | What you should know about a software investment

How many user licenses did the vendor include in its pricing, and is it enough?
Do you have an option for a perpetual license?
Does pricing include all travel and per diem for the vendor?
Does pricing indicate what second year support will be?
Is project management included in the pricing?
Does pricing include implementation and installation?
Is pricing fixed, or are there items that can change later?
Are upgrades/updates included with support fees?

Karpel	Vendor 2	Vendor 3
YES		
YES		
YES		
YES		
YES		
FIXED		
YES		

Is on-site training included in pricing?
 Does pricing include additional ongoing training and/or on-site assistance?
 Is document template conversion included in pricing?
 If you decide to part ways with the vendor, how much do they charge for YOUR data?

YES		
YES		
YES		
\$1,000		

Client Experience | How will the vendor work with you?

What is the vendor's Technical Support hours?
 How many updates does the vendor provide every year?
 How are enhancement requests handled by the vendor?
 Does the vendor host an annual Users' Conference?
 Is the vendor committed to 100% of your data being converted?
 Will the vendor work with your law enforcement and courts for interfaces?
 Do those interfaces have standard, fixed costs?
 Is the vendor open to building integrations with other applications affordably?
 Can the vendor offer you up to \$10MM in liability protection?
 Does the vendor value clients of all sizes, from the very smallest, to the very largest?

Karpel	Vendor 2	Vendor 3
24x7		
2		
YES		
YES		
YES		
YES		
YES		
YES		
YES		

Features & Functionality | What can the software do for you?

Does the software...

Integrate with Microsoft Outlook/Exchange/Office365 for email and calendaring?
 Integrate with Microsoft Word?
 Offer easy drag & drop from Windows and Outlook?
 Offer integrated eDiscovery, with tracking and unlimited use?
 Include integrated scanning, without additional plug-ins, or cost?
 Integrate with Westlaw Legal Research?
 OCR and index scanned documents and other files that are in the case?
 Include hundreds of canned/ad-hoc reports?
 Include Victim Services and automatically create the VOCA PMT?
 Offer a Victim Portal?
 Allow for easy use in the courtroom?
 Include comprehensive financial tracking?
 Include Evidence.com integration at no additional cost?
 Have easy-to-use document management with a familiar Windows-type interface?
 Have the ability to build your charge language automatically?
 Allow you to build complex workflow easily?
 Include two-way texting without any additional fees?
 Have an external portal for users outside of your office?
 Does that portal offer law enforcement the ability to upload files directly to cases?
 Using that portal, can law enforcement easily create their own referrals?
 Allow you to send electronic subpoenas to law enforcement?

Karpel	Vendor 2	Vendor 3
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		
YES		

PROSECUTORbyKarpel Requirements By Number of Active Users

PROSECUTORbyKarpel (PbK) requires that certain hardware & software prerequisites be met in order for the application to properly and efficiently operate. Based on the number of users concurrently accessing PbK/DbK within an organization, the workstation and internet speed requirements listed in this document must be met - at minimum - in order to ensure a smooth user experience.

Organization tiers are defined by approximate number of users active in PbK:

- 1-10 users
- 11-25 users
- 26-50 users
- 51-75 users
- 76-100 users
- For greater than 100 users contact Karpel directly so that we can work with you to create a custom configuration based on your organization's needs

The listed requirements for workstations ensure that all are adequately equipped to support local scanners if needed.

Although this document is intended to be adhered to as a list of requirements, we understand that some small variations will arise on a per-install basis. If you have any questions or concerns about portions of the requirements which apply to you, please contact us.

Workstation configuration, [connecting to hostedbykarpel.com \(recommended\)](#)

Operating System	Windows 10
Memory	6GB
Processor	Intel Core i5-latest gen dual-core (or better)
Hard Drive	1x250GB 7.2kRPM SATA 3Gbps
Browser	Internet Explorer 11, Chrome, Edge, Firefox, Safari
Microsoft Office	Microsoft Word and Outlook 2013 Desktop Versions
Internet connection speeds:	1-10 users: Minimum 10+ Mbps down / 10+ Mbps up
	11-25 users: Minimum 20+ Mbps down / 10+ Mbps up
	26-50 users: Minimum 30+ Mbps down / 20+ Mbps up
	51-75 users: Minimum 50+ Mbps down / 20+ Mbps up
	76-100 users: Minimum 100+ Mbps down / 50+ Mbps up

Workstation configurations, [connecting to hostedbykarpel.com \(minimum\)](#)*

Operating System	Windows 10
Memory	4GB
Processor	Intel Core2Duo dual-core 2.0GHz (or better)
Hard Drive	1x80GB 7.2kRPM SATA 3Gbps
Browser	Internet Explorer 11, Chrome, Edge, Firefox, Safari
Microsoft Office	Microsoft Word and Outlook 2013 Desktop Versions
Internet connection speeds:	1-10 users: Minimum 10+ Mbps down / 10+ Mbps up
	11-25 users: Minimum 20+ Mbps down / 10+ Mbps up
	26-50 users: Minimum 30+ Mbps down / 20+ Mbps up
	51-75 users: Minimum 50+ Mbps down / 20+ Mbps up
	76-100 users: Minimum 100+ Mbps down / 50+ Mbps up

Bear in mind that as **minimum requirements to connect to the Prosecutor by Karpel application, these specifications are designed to present functionality, not performance. PCs adhering to these specs will be able to use PbK in a hosted or local-server environment, but they cannot be expected to perform at the same level as PCs which meet our listed recommendations. Please be aware and plan accordingly.*

Optional Features & Associated Requirements

Microsoft Exchange Server for Calendaring

Feature	Requirement
Exchange Server Version	Microsoft Exchange Server, Standard or Enterprise edition, 2013, 2016, 2019 or Office365 Karpel synchronization account (documentation on configuring this is available)

Blob Storage Connectivity

Feature	Requirement
Port availability for users to access storage	A specific port between 50000-51000 will be assigned to the following URL https://blob.hostedbykarpel.com:xxxxx

Recommended PDF Applications

Feature	Requirement
PDF application recommended	Foxit
PDF applications supported (possible configuration modifications may be needed)	Adobe DC Professional

NetTranscripts

Feature	Requirement
NetTranscripts Integration	NetTranscripts Account

Jaspersoft

Feature	Requirement
Jaspersoft Reporting Server	

NOTICES

Symantec Security Suite can cause issues with Hosted PbK. To fix this issue the hostedbykarpel.com domain must be added to the suites allow list.

If a proxy server or other Internet filtering device/service is in place, ask for the IPs from your Project Manager. These should be added to the allow list of the device/service.

December 2019 Karpel will no longer support Windows 7 as mainstream support has ended and the product is currently in extended support. If Windows 7 is in use it must have all updates / patches. We will not be able to guarantee Windows 7 will continue to work.

Internet Explorer 11 must have all updates / patches installed.

Internet Explorer 11 may have issues after January 12, 2020 running PbK/DbK on Windows 7. If issues occur Karpel will not be able to provide support if it is an Operating System issue.

Current end of life for IE 11 is January 2023 unless Microsoft publishes an updated schedule. Karpel recommends users try Chrome, Firefox or Edge for a better experience.

Windows 10 Build 1803 is known to have performance issues with opening documents from a network file share. Make sure a newer version is installed or the following registry fix has been applied.

<https://support.microsoft.com/en-us/help/4504548/slow-network-share-performance-using-windows-10-1803>

- **Workaround:** In the computer's registry create a new DWORD32 called DirectoryCacheLifetime under HKLM\System\CurrentControlSet\Services\LanmanWorkstation\Parameters\ and setting it to 0 (Zero).

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: ScheduleAnywhere Software Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Lt. McDaniel, Jail Administrator, would like to update the jail's employee scheduling software. The current software is obsolete and no longer serviced.

The software purchase totals \$1,056. The cost is in their budget, however, all agreements need board approval. This is a three-year agreement.

RECOMMENDATION:

The Finance Committee proposes the full board approve the agreement.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doebling
Undersheriff

Monday January 21, 2021

Ms. Janet Koch

Received by Wexford County

Wexford County Administrator

JAN 21 2021

437 East Division Street

Cadillac, MI 49601

Administration Office

Re: ScheduleAnywhere Scheduling Software

Dear Ms. Koch,

The Wexford County Sheriff's Office Corrections is requesting a purchase order in the amount of \$1056.00, this is to obtain a 3-year scheduling software program. The purchase of this scheduling software will allow an updated scheduling program for the scheduling of Corrections employees. Our current scheduling software is no longer serviced and licensing for its continued use is no longer available. Currently I can secure a 3-year agreement with ScheduleAnywhere for \$1056.00 and will be invoiced (30 days prior to annual renewal date). I have attached the quote from ScheduleAnywhere for your review along with the program brief provided for the features and benefits for the program.

Quantity – 3-year agreement with ScheduleAnywhere

Includes unlimited telephone and email access to support technicians.

Includes all maintenance, upgrades and updates.

Invoiced annually (30 days prior to annual renewal date).

Funds for this purchase will be procured from line item 101.351.931.00

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

Sincerely,

Lt. Micheal McDaniel

Cc; Norma Kijorski, Senior Executive Assistant

Kristie Nottingham, Treasurer

ScheduleAnywhere®

Wexford County Sheriff's Office

LT Mike McDaniel

231-779-9216

mmcdaniel@wexfordcounty.org

Submitted on: 12/18/2020

Valid through: 2/16/2021

Submitted by: Steve Lynk

ScheduleAnywhere Service	Number of Employees	Cost Per Month	Cost Per Year
Option 1			
Monthly Billing - Requires credit card on file - Includes unlimited telephone and email access to support technicians - Includes all maintenance, upgrades and updates - Billed monthly	55	\$110.00	\$1,320.00
Option 2			
1-year Agreement - Includes unlimited telephone and email access to support technicians - Includes all maintenance, upgrades and updates - Invoiced annually (30 days prior to annual renewal date)	55	\$99.00	\$1,188.00
Option 3			
2-year Agreement - Includes unlimited telephone and email access to support technicians - Includes all maintenance, upgrades and updates - Invoiced annually (30 days prior to annual renewal date)	55	\$93.50	\$1,122.00
Option 4			
3-year Agreement - Includes unlimited telephone and email access to support technicians - Includes all maintenance, upgrades and updates - Invoiced annually (30 days prior to annual renewal date)	55	\$88.00	\$1,056.00
Optional Services			Cost
Online training and consulting			\$0.00
One-time import of employee information			\$0.00

All prices in U.S. funds

For questions, please contact:

Steve Lynk, Account Executive
 3330 Fiechtner Drive SW, Suite 200
 Fargo, ND 58103 USA
 Phone: 1-800-874-8801 x.131
 Fax: 701-893-7145
 Internet: www.scheduleanywhere.com
 Email: slynk@scheduleanywhere.com



ScheduleAnywhere®

Officer Scheduling

- Manage daily rosters and schedules
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- Submit time-off and schedule requests online
- Build and auto-assign rotations
- Monitor staffing levels
- Send email and text messages

TRY IT
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TODAY!

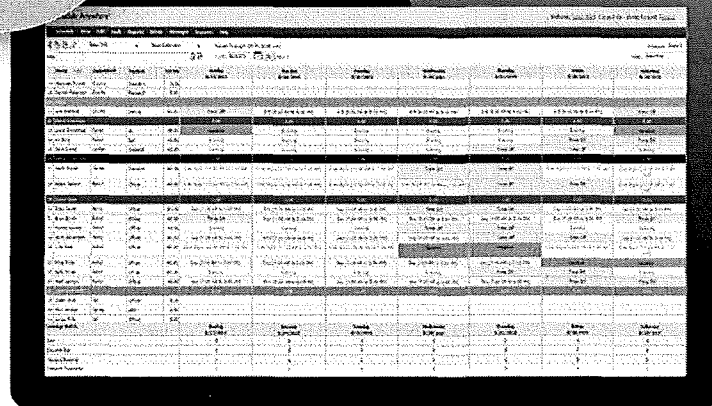
Public safety departments and emergency services need scheduling software that's reliable and proven.

That's why hundreds of law enforcement agencies across the country rely on ScheduleAnywhere's employee scheduling software to ensure the correct number of officers and staff are accurately scheduled by shift, position, assignment, and skill. ScheduleAnywhere meets the unique challenges of managing police officers' complex schedules, while providing real-time communication between staff and administration.

Just like the departments and officers we serve, ScheduleAnywhere is field-tested and responsive 24/7/365. Get the peace of mind you deserve and start scheduling your officers with ScheduleAnywhere, the trusted and affordable public safety scheduling software.

USED BY

- Police departments
- Sheriff's offices
- Highway patrols
- State police
- State patrols
- Campus security
- Security agencies
- Jails & prisons
- Correctional facilities
- 911/Dispatch centers

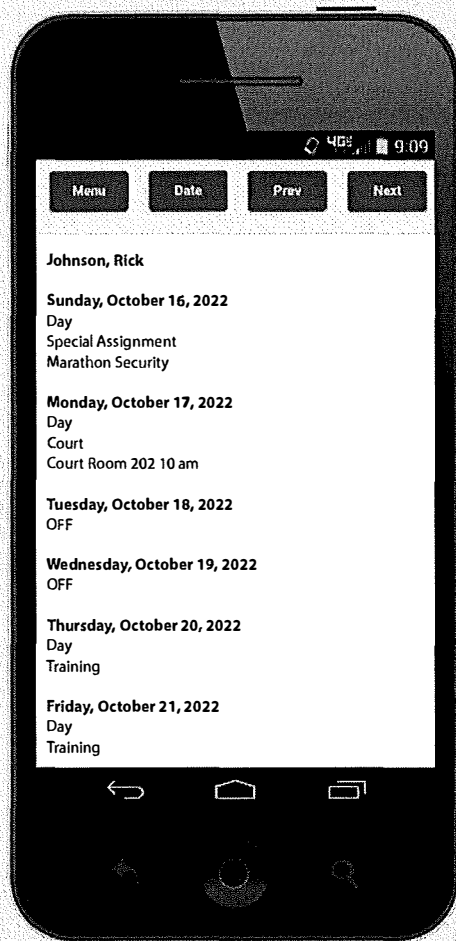


Officer	Shift	Position	Assignment	Skills	Certifications	Training	Time Off	Request	Status
Officer 1	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 2	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 3	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 4	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 5	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 6	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 7	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 8	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 9	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available
Officer 10	0600-1400	Patrol	Street	Basic	Defensive Driving	Community Policing	0		Available

"We spend about 75% less time on scheduling now that we have ScheduleAnywhere."

Deputy Chief Steven Roberts
Village of Lansing Police Department

Anytime, Anywhere Schedule Access!



"ScheduleAnywhere is perfect for our police department. Our entire department was up and running in two hours."

*Lt. Todd King
Springettsbury Township
Police Department*

"Officers can check their schedules from anywhere, and administration appreciates having correct schedule information immediately at our fingertips."

*Chief Roger Pohlman
Red Wing Police Department*

KEY FEATURES & BENEFITS

Access Real-time Schedules 24/7

See up-to-the-minute schedules, and review staffing needs anytime, anywhere.

Communicate with Staff

Keep staff up to date with instant text and email messages to one or multiple employees.

Manage Requests Online

Employees can submit time-off, cover and swap requests online. Managers can accept or deny the request and employees are automatically notified.

Track Skills & Certifications

Ensure compliance by never missing a license or certification expiration date.

Control Overtime Costs

Access real-time schedules to see total hours scheduled by employees across all schedules.

Calculate Staff Coverage

Instantly see whether you have the correct number of employees scheduled according to your specific staffing requirements.

Build Rotations

Automatically copy schedules or rotations, so you don't have to re-enter repeating schedule information.

Generate Powerful Reports

Retrieve schedule information from any time period and easily develop customized search reports.

SOME OF OUR CUSTOMERS

Arizona State University Police
Arkansas State Police Department
Arvada Police Department
Banning Police Department
Barry County Central Dispatch
Berkshire County Sheriff
Bowling Green State University
Bucks County 911
Bureau of Prisons - Littleton
City of Phoenix Police Department
Customs & Border Protection
Englewood Police Department
Fishers Police Department
Franklin County Sheriff
Hagerstown City Police
Helena Police Department
Hennepin County Juvenile Detention
Iowa State Patrol
Irvine Police Department
Kenton County Police
Lake County Sheriff

Madison Police Department
Michigan State Police
Minnesota DNR
Morton County Sheriff
New Berlin Police Department
New Jersey Gaming Enforcement
Northwestern University Police
Oakdale Police Department
O'Brien County Sheriff
Ontario Police Department
Oregon Police Department
Pacific Police Department
Plymouth Police Department
Phoenix Police Department
Ranger Protection Agency
Redwood County Sheriff
Rochester Police Department
Salem Police Department
Santa Cruz Juvenile Hall
UCLA Police Department
US Customs and Border Protection

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: February 3, 2021
SUBJECT: Two Seven Oh, Inc. Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The Reimbursement Grant Agreement from Two Seven Oh, Inc. is attached for consideration. This reimbursement agreement is to spay and neuter animals prior to adoption with the services being provided by Meyer Veterinary Clinic.

The grant amount has doubled to \$10,000 and is for the period of January 11, 2021 through August 1, 2021.

RECOMMENDATION:

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

Two Seven Oh Inc.

Reimbursement Grant Agreement

January 18, 2021

GRANTEE:	Wexford County Animal Shelter
GRANT AMOUNT:	\$10,000.00
GRANT PERIOD:	January 11, 2021 - August 1, 2021
FINAL REPORT DUE:	September 1, 2021
GRANT DESCRIPTION:	To spay and neuter animals prior to adoption. Costs will be covered up to \$265.00 per canine and \$160.00 per feline. Services will be provided by Meyer Veterinary Clinic.
GRANT ADMINISTRATOR:	Madison Cregar

Two Seven Oh Inc. (The Foundation) and The Grantee are entering into this agreement to establish the terms of The Foundation's grant to The Grantee.		Please initial each section
1	The Foundation will only cover expense specified in the Grant Description.	
2	Services must occur within the Grant Period.	
3	The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description. Any modifications must take place before the end of the Grant Period. Any modification request after the end of the Grant Period will not be allowed	
4	<p>The Grantee agrees to submit a Final Report no later than 28 days after the end of the Grant Period. This report must include:</p> <ul style="list-style-type: none"> - a brief summary of the outcome of your Grant - a full financial accounting of the expenditures of the grant with invoice(s)/receipt(s) for all payments used to fulfill the Grant Description you wish to have covered by this grant. <p>Invoices/receipts must have:</p> <ol style="list-style-type: none"> The description and quantity of products and/or services, line by line, and the cost of each of item; The date at which the products were purchased or when services occurred; The vendor's name with contact information; The Grantee's name somewhere on the invoice <p>(If The Grantee is unable to provide an invoice/receipt without one or more of these items, the invoice/receipt will be invalid and will be removed from final award amount.)</p> <ul style="list-style-type: none"> - a completed Spay Neuter Grant Summary (attached) for all surgeries included in the Grant. Each veterinarian listed in your summary under Surgery Performed By, must sign the last page of the summary, certifying that all surgeries that indicated them as the one who performed the surgery, were indeed performed. This is not be used as an invoice for procedures 	
5	The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description, for expenses The Grantee incurred during the Grant Period following the submission of a Final Report.	
6	The Grantee agrees to cover any expenses exceeding the Grant Amount.	

7	The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period: - any changes in key personnel - any changes in address or phone number - any development that significantly affects the operation of the Grant Description - any additional funding for the Grant Description	
8	The Grantee agrees to credit the participation of The Foundation as "Anonymous" in any advertisement, publicity or public comment related to the Grant Description.	
9	The Grantee will keep adequate records to document the expenditure of funds and activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period.	
b	All veterinarians that will be performing any procedures must have an active license to practice veterinary medicine and had no formal complaints filed against them within the last year.	
10	In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in no funds being reimbursed.	
11.	The Foundation will not issue reimbursement checks before the Final Report Due Date, regardless if the grantee completes and submits the final report prior to the due date.	

On behalf of The Grantee as a **Board Member**, I understand and agree to the foregoing terms and conditions of accepting Two Seven Oh Inc.'s grant, and authorize this agreement on The Grantee's behalf.

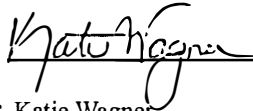
Signature: _____

Printed Name: Gary Taylor

Board Position/Title: Chairman, Board of Commissioners

Date: February 3, 2021

I authorize this grant agreement and terms listed above as a representative of The Foundation.

Signature of Director of Grants: 

Printed Name of Director of Grants: Katie Wagner

Date: January 18, 2021

This signed agreement must be postmarked, faxed or emailed by:	February 15, 2021
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Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners) the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*

**Administrator's Report to the BOC****For the meeting of February 3, 2021****Completed Projects/Tasks**

FOIA Requests: The Administration Office received six new Freedom of Information requests between January 16 and January 29.

New Employees: No new employees started working at the County since the January 20 Board of Commissioners meeting. Next month will almost certainly be a different story.

MIDC, CESF & CRLGG Reporting: This alphabet soup translates into the quarterly Michigan Indigent Defense Commission reporting and reporting and certifications for four grants funded by the federal CARES Act. The final CRLGG certification was due 1/19, the three CESF reports were due 1/20, and the FY21 Q1 MIDC Financial Status Report was due 1/31. All deadlines were met by hours and hours. Thanks to the Prosecutor and Sheriff's Office for work on their CESF reports.

Fax Line Update: Following the recommendation from Abilita, our telecommunications consultants, five County fax lines have now been switched to digital fax through TelNet. Two departments evaluated their needs and eliminated their fax lines completely. Eleven other departments will be transferring the fax lines to TelNet. All these efforts will save taxpayer dollars.

Current Projects/Tasks

Payroll: The second payroll of 2021 was completed by County Clerk Alaina Nyman and Chief Deputy Clerk Melanie "Rock Star" Danforth. Having in-house payroll is saving taxpayer dollars and already seems to be reducing paycheck errors.

Part Time Custodian: Four qualified candidates were interviewed. We expect to make the final selection next week with a start date soon after.

Virtual Meeting Capacity – BOC Room: The installation date for the new equipment has been scheduled. We anticipate that the February 3 meeting will be the last BOC or committee meeting that will have to be held in a courtroom. Thanks to our courts for their patience!

Wex HVAC Project: The revised bid package has been submitted to the DNR for approval. The tentative bid publication date is Feb. 4 with a bid opening on Feb. 24 and consideration by the Board on March 3. If all goes well, we are looking at a late spring or early summer installation.

Additional Notes/Meetings

GASB 87: Wexford County is involved with numerous leases, from copiers/printers to properties, some as lessee, some as lessor. GASB (Governmental Accounting Standards Board) 87 will require the reporting of some of our leases as right-of-use assets and lease liabilities. We will need to be in compliance with the new requirements starting in 2022.

Our auditors have told us we need to evaluate each and every one of our leases, as the accounting for some of our leases will indeed have to comply with the new standards. If the accounting for a lease does need to comply with GASB 87, the actual accounting will be taken care of by the auditors.

Ongoing: What seems like another permanent task is keeping up with changes in COVID rules and regulations. This includes, but is not limited to, new orders from MDHHS, new state legislation, new executive orders from the White House, and potential Congressional action. All of these can impact labor issues and organizational proceedings and we are diligent in working to comply.

Respectfully,
Janet Koch, County Administrator

City Council

200 North Lake Street
 Cadillac, Michigan 49601
 Phone (231) 775-0181
 Fax (231) 775-8755



Mayor
 Carla J. Filkins

Mayor Pro-Tem
 Tiyi Schippers

Councilmembers
 Robert J. Engels
 Stephen King
 Bryan Elenbaas

RESOLUTION NO. 2021-3401

**RESOLUTION TO APPOINT WEXFORD COUNTY EMERGENCY MANAGEMENT
 COORDINATOR AS EMERGENCY MANAGEMENT COORDINATOR**

At a meeting of the City Council of the City of Cadillac, Wexford County, Michigan, held electronically on the 19th day of January, 2021, at 6:00 p.m.

PRESENT: COUNCIL MEMBER: Elenbaas, Schippers, Engels, King, Mayor Filkins

ABSENT: None

The following preamble and resolution was offered by Council Member Schippers and seconded by Council Member King.

WHEREAS, Michigan is continuing to experience illnesses and deaths due to the COVID-19 pandemic; and

WHEREAS, in Wexford County as of December 16, 2020, state officials have confirmed 852 cases of COVID-19, 38 probable cases of COVID-19, and 16 deaths related to COVID-19; and

WHEREAS, pursuant to Section 9 of the Emergency Management Act, Act 390 of 1976, the City is authorized to appoint an emergency management coordinator to coordinate all matters pertaining to emergency management, disaster preparedness, and recovery assistance within the City; and

WHEREAS, the City wishes to appoint an emergency management coordinator to coordinate any necessary City response to the COVID-19 pandemic and to exercise any

other emergency management, disaster preparedness, and recovery assistance powers conferred by applicable law.

NOW, THEREFORE, the City Council of the City of Cadillac, Wexford County, Michigan, resolves as follows:

1. The City appoints the Wexford County Emergency Management Coordinator to serve as the Emergency Management Coordinator for the City in accordance with the Emergency Management Act.

2. As Emergency Management Coordinator, the Wexford County Emergency Management Coordinator is vested with all authority conferred by the Emergency Management Act.

3. The Wexford County Emergency Management Coordinator's appointment will continue perpetually until it is rescinded by a resolution approved by City Council.


4. Any and all resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: COUNCIL MEMBER: Elenbaas, Schippers, Engels, King, Mayor Filkins

NAYS: None

STATE OF MICHIGAN)
)
COUNTY OF WEXFORD)

I, Sandra Wasson, City Clerk of the City of Cadillac, hereby certify this to be a true and complete copy of Resolution No. 2021-3401, duly adopted at a meeting of the City Council held on the 19th day of January, 2021.



Sandra Wasson
Cadillac City Clerk



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
CADILLAC DISTRICT OFFICE

L.2.

EGLE

LIESL EICHLER CLARK
DIRECTOR

January 22, 2021

VIA E-MAIL

Ms. Janet Koch
Wexford County Administrator
437 East Division Street
Cadillac, Michigan 49601

Dear Ms. Koch:

SUBJECT: 2020 Annual Long-Term Monitoring Program Report; Wexford County Landfill
North US Highway 131, Wexford County, Michigan; Waste Data System
Number 470336

The Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division, acknowledges receipt of the 2020 Annual Long-Term Monitoring Program Report (Report) for the Remedial Action Plan (RAP) area located north of the current Wexford County Landfill (Landfill). The Report is accepted, and groundwater monitoring may continue as detailed in the RAP.

EGLE looks forward to a continued joint effort to protect Michigan's natural resources. If you have questions, please contact me at the phone number listed below, or by email at StaleyJ1@Michigan.gov.

Sincerely,

James P. Staley
Senior Geo-Environmental Engineer
Materials Management Division
231-429-1945

cc: Ms. Vicki Garon, Landfill
Mr. Steve Kniss, Landfill
Mr. Dan Staub, Pescador, LLC
Mr. John Ozoga, EGLE