



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, January 20, 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/UCo0cqCPLYsPS7c5O1dlOmnA?view_as=subscriber.

TENTATIVE AGENDA

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

The Board welcomes all public input.

I. CONSENT AGENDA

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

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

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

J.	AGENDA ITEMS	
1.	GIS Data Licensing Agreement (<i>Executive 1/12/2021</i>).....	7
2.	Aerial Photography Proposal (<i>Finance 1/14/2021</i>).....	11
3.	Powerphone Dispatcher Certification (<i>Finance 1/14/2021</i>).....	16
4.	Veterans' Program Services Agreement (<i>Finance 1/14/2021</i>).....	17
5.	Closed Session – Pending Litigation	
K.	ADMINISTRATOR'S REPORT	28
L.	CORRESPONDENCE	
M.	PUBLIC COMMENTS	
N.	LIAISON REPORTS	
O.	BOARD COMMENTS	
P.	CHAIR COMMENTS	
Q.	ADJOURN	

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, January 6, 2021

Meeting called to order at 4:00 p.m by Clerk Nyman.

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

Absent- Michael Bush.

Pledge of Allegiance.

Election of Board Chairperson

Alaina Nyman, County Clerk, began the meeting by opening the floor to nominations for Board Chair.

Comm Potter nominated Comm Taylor. This nomination was supported by Comm Hurlburt.

No other nominations were made. The floor was then closed to any further nomination.

A roll call vote was called for Comm Taylor.

Roll call: Unanimous vote for Comm. Taylor.

Election of Board Vice Chairperson

Chairman Taylor called for nominations for Board Vice Chair.

Comm Hurlburt nominated Comm Bengelink. The nomination was supported by Comm Musta

A roll call vote was called for Comm Bengelink.

Roll call: Unanimous vote for Comm Bengelink.

Additions/Deletions to the Agenda- *None.*

Approval of the Agenda

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

All in favor.

Public Comment- *None.*

Employee Recognition- *None.*

Presentation and Reports- *None.*

Consent Agenda

1. Approval of the December 16, 2020, Regular Meeting Minutes

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

Roll Call: Motion passed 8-0

Agenda Items

1. Board Organization Matters

a. Designation of Committee Chairs

Chair Taylor named the following as Committee Chairs:

Michael Musta-Chair of Finance and Appropriations Committee

Mike Bengelink-Chair of Human Resources/Public Safety Committee

Joe Hulburt-Chair of Recreation and Building Committee

MOTION by Comm Bengelink, seconded by Comm Potter to accept the decision of the Board Chairman designating committee chairs to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

Roll Call: Motion passed 8-0.

b. Assignment of Committee Members

Chair Taylor named the following as Committee Members:

Finance and Appropriations Committee-Gary Taylor, Julie Theobald, and Brian Potter

Human Resources/Public Safety Committee- Gary Taylor, Michael Bush, and Brian Potter.

Recreation and Building Committee-Julie Theobald, Judy Nichols, and Ben Townsend.

MOTION by Comm Bengelink, seconded by Comm Potter to accept the decision of the Board Chairman designating the committee members to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

Roll Call: Motion passed unanimously.

c. 2021 Meeting Schedule

MOTION by Comm Bengelink, seconded by Comm Musta to accept the 2021 Board and Committee Meeting Schedule.

One Commissioner questioned if the Board meeting would remain at 4pm. It was discussed that the time seemed to be working for all involved, so the time would stay the same for 2021.

One Commissioner raised a question about the time for the Recreation and Building Committee. It was decided that would be discussed further with the committee.

Roll Call: Motion passed 8-0.

2. Code of Ethics-Commissioners

MOTION by Comm Bengelink, seconded by Comm Musta to affirm Policy A-0.0, Code of Ethics and Conduct for Wexford County Commissioners and add signature and date from each Commissioner and submit to the County Clerk.

Roll Call: Motion passed 8-0.

3. Adoption of Board and Committee Policies and Procedures

MOTION by Comm Bengelink, seconded by Comm Musta to adopt the Board and Committee Policies and Procedures, Sections A-1.0 through A-7.0.

One Commissioner commented on a change made to the Administrator's Evaluation. The score range will now be 1-5 so that there were no longer any zeroes or not applicable scoring. He also thanked the Policy Committee that worked to revise those policies.

Roll Call: Motion approved unanimously.

4. Board and Liaison Appointment

Chairman Taylor stated he was going to keep all Board and Liaisons appointments the same from 2020, with the exception of Comm Theobald would be added to Area Agency on Aging.

MOTION by Comm Musta, seconded by Comm Hurlburt to accept the Chairman's 2021 Board and Liaison appointments to other Boards and Committees.

Roll Call: Motion approved unanimously.

5. Resolution 21-01, Wexford County Depository

MOTION by Comm Bengelink, seconded by Comm Musta to approve Resolution 21-01, Wexford County Depository.

Roll Call: Motion approved unanimously.

6. Resolution 21-02, reaffirming Policy No. E-1.0, Investment Policy

MOTION by Comm Bengelink, seconded by Comm Musta to approve Resolution 20-02, Reaffirming Policy No. E1.0, Investment Policy.

Roll Call: Motion passed 8-0.

7. Resolution 21-03 Civil Rights, ADA & Family Leave Act
MOTION by Comm Musta, seconded by Comm Bengelink to approve Resolution 21-03 Civil Rights Act/Americans with Disabilities Act and Family Medical & Family Leave Act.

Roll Call: Motion approved unanimously.

8. Resolution 21-04, Fair Housing
MOTION by Comm Musta, seconded by Comm Potter to approve Resolution 21-03, Fair Housing.

Roll Call: Motion passed 8-0.

9. Fair Housing Policy Statement
MOTION by Comm Bengelink, seconded by Comm Potter to approve the Fair Housing Policy Statement.

Roll Call: Motion passed 8-0.

10. Revised and New Personnel Policies
MOTION by Comm Bengelink, seconded by Comm to approve the revised and new personnel policies.

Roll Call: Motion approved unanimously.

11. PO Request-Cameras for 2020 Patrol Cars
MOTION by Comm Potter, seconded by Comm Bengelink to approve the request from the Sheriff's office for a purchase order in the amount of \$5,860 for two in-car cameras utilizing 2020 funds.

Roll Call: Motion approved unanimously.

12. PO Request-Animal Control Building Roof
MOTION by Comm Musta, seconded by Comm Potter to approve the request from the Sheriff's office for a purchase order in the amount of \$18,500 utilizing donation funds.

One Commissioner asked if the City should be handling the repair because they own the building. It was explained that it is part of the lease agreement that the County is responsible for repairs.

Roll Call: Motion approved unanimously.

13. Telnet Proposals & Addendum

MOTION by Comm Musta, seconded by Comm Potter to approve the two TelNet proposals and Addendum and authorize the Chair to sign the addendum on behalf of the County.

Roll Call: Motion approved unanimously.

Administrator's Report-

Administrator Koch provided a written report to the Board.

Correspondence- *None.*

Public Comments-*None.*

Liaison Reports-*None.*

Board Comments

Comm Potter asked when the evaluations of the Administrator were going to be due. It was explained that they would be due on January 25th. He told Comm Nichols he was glad to hear she was improving, and he hoped Comm Bush is getting better also.

Comm Hurlburt was also glad to hear Comm Nichols was doing better. He is looking forward to the next two years.

Comm Musta echoed what Comm Potter and Hurlburt had said. He is also looking forward to the next two years.

Comm Townsend also echoed what the other Commissioner had said.

Comm Bengelink stated he was also happy to hear Comm Nichols was doing well. He thanked everyone for the confidence in him for Vice Chair. He reminded everyone that Commissioners are responsible for passing a balanced budget and policies and procedures.

Comm Nichols joked that falling is easy but getting up is hard. She thanked everyone for their thoughts and prayers. She congratulated Comm Taylor and Comm Bengelink on their reappointments.

Chairman's Comments

Comm Taylor thanked his fellow Board members for the bode of confidence for another year and was also glad to hear Comm Nichols was doing better. He also thanked everyone for coming.

Adjourn

MOTION by Comm Potter, seconded by Comm Bengelink to adjourn at 4:23 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: January 20, 2021
SUBJECT: GIS Data Licensing Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County’s Emergency Manager has requested that the Missaukee County GIS data be merged with Wexford.

The purpose of the merger is to aid our dispatchers and first responders when needed on emergencies that are near or cross county lines.

RECOMMENDATION:

The Executive Committee proposes the full board approve the licensing agreement.



Missaukee County GIS Data Licensing Agreement

This GIS Data Licensing Agreement applies to the GIS Data as listed on the Missaukee County Digital Geographic Data Order Form and additional GIS Data if specified in "data sharing agreement." This Agreement does not constitute a transfer of title or interest in the digital geographic data. Any such portions of this data that is modified or merged into another computer file or program by the User, or is integrated with other programs or data to form a derivative product, shall continue to be subject to the provisions of this Data Licensing Agreement. Missaukee County retains ownership of the digital geographic data and all such portions.

Since Missaukee County owns exclusive copyright and other proprietary interests in its GIS products including: electronic data, maps or other digital presentations and works, recipient shall not copy, reproduce, transfer or make any other form of or derivative work from, the product(s) provided to you for sale or other distribution, to any other person or organization without the written consent of a Missaukee County representative. To the extent permissible under the law, you shall be liable to Missaukee County for any and all losses incurred as the result of any use of the Missaukee County GIS product(s) that is in violation of this agreement and receipt.

If the User receives a request from a third party for the Missaukee County digital geographic data, the User shall provide the third party with Missaukee County contact information so as a third party can obtain the digital geographic data. In the event of a consensual agreement between Missaukee County, the User and a third party obtaining derivative products from the User, the User will collect from the third party all reasonable fees for the Data as detailed in the Missaukee County GIS Maps & Fee Schedule (fees will apply to the most current Fee Schedule) and reimburse these fees to Missaukee County. Reasonable fees are those established in accordance with the Missaukee County Enhanced Access Policy and the State of Michigan's Enhanced Access Act, and are approved by each party's legislative body. In the event of a data sharing agreement, Missaukee County reserves all rights to derivative products (hardcopy and/or softcopy) to be supplied by the User to a Missaukee County representative.

Missaukee County assumes no responsibility for the accuracy of any subsequent copies of the digital geographic data or its derivative products made and distributed by the User with a written consent of a Missaukee County representative.

All publications, compilations, or derivative works using any of the Missaukee County digital geographic data must include the following Copyright notice:

COPYRIGHT MISSAUKEE COUNTY _____ (insert appropriate year)

example: COPYRIGHT MISSAUKEE COUNTY 2020

Also, recipient shall not obscure, alter or remove any Missaukee County notice(s) concerning confidentially, ownership, secret, copyright, trademark or proprietary rights from any GIS product provided to you pursuant to this agreement and receipt. By receiving the specified GIS product(s), Missaukee County is providing you with a limited, nonexclusive license for the specific purpose described above. To the extent permitted by law, recipient shall defend, hold harmless and indemnify Missaukee County for any loss, damage or claim arising out of the use of the GIS product(s), or any parts thereof, provided to you by Missaukee County.

The digital geographic data is to be solely retained by the User. In no instance is the digital geographic data to be sold, leased, copied, loaned, or transferred, in whole or part to other public agencies, private individuals, private firms, or non-profit entities.

Missaukee County provides no expressed or implied warranty with respect to the GIS product(s), including any electronic data, maps or other digital presentations or works provided to recipient pursuant to this agreement. Missaukee County does not make any representation, covenant, promise, guarantee or warranty as to the accuracy or usefulness of the electronic data, maps or other digital presentations or works, or any parts thereof, provided to recipient, or that the GIS product(s) provided to the recipient will be error free or free of defects. Further, Missaukee County disclaims any and all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, with respect to any aspect of the GIS Product(s) provided recipient, including, but not limited to, the character, function or capabilities of the electronic data, related documentation, or storage or transfer medium.

_____ Signature of Data User	_____ Date Signed by Data User
_____ Printed Name of Data User	_____ Representing

Missaukee County (Office Use):

_____ Signature of Missaukee County Representative	_____ Date Received
---	------------------------

All notices, consents, approvals, requests and other communications required or permitted under this Agreement must be given in writing, signed by an authorized representative, and mailed to:

Missaukee County Equalization/GIS
111 S. Canal St., PO Box 800
Lake City MI 49651
Phone: 231-839-4967 x211
Email: vanhaitsmaj@missaukee.org

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: January 20, 2021
SUBJECT: Aerial Photography Purchase

SUMMARY OF ITEM TO BE PRESENTED:

Joe Porterfield, Equalization Director, is presenting a Proposal for 2021 Aerial Orthoimagery which is attached for consideration. Ideally, imagery of the County is updated every five years. However, eleven years has passed since a full update has been done.

The total cost of having this orthoimagery completed is \$38,250. This cost will be split two ways with the County paying two-thirds the cost and the Road Commission paying one-third the cost.

RECOMMENDATION:

The Finance Committee suggests the full board approve the proposal.

KUCERA INTERNATIONAL INC.

GEOGRAPHIC INFORMATION PROFESSIONALS / PHOTOGRAMMETRISTS

January 8, 2021

Ms. Sara Mertz
GIS Analyst
Wexford County
437 E. Division St,
Cadillac, MI 49601

Re: Proposal for 2021 Aerial Orthoimagery
Wexford County, MI

Dear Ms. Mertz,

Following up on your request and our email correspondence, Kucera International is pleased to offer this proposal for 2021 aerial orthoimagery covering Wexford County.

The primary services and associated data products proposed are digital aerial photography, control surveying, aerotriangulation, DEM preparation, and digital orthoimagery with metadata. The digital aerial photography will be captured and digital orthoimagery produced/delivered in 4-band color + IR at 3" resolution covering Cadillac, Michigan (~ 21 square miles) and at 6" resolution covering the entire County (~ 575 square miles).

The aerial photo flyover will be performed in Spring 2021 before significant leaf emergence (~ March 20 – April 20). The flyover will be accomplished at the first opportunity of suitable weather (clear sky or high thin clouds, no excessive winds/turbulence) and ground (no significant snow, fog, smoke, flooding) conditions. Kucera will consult with the County on the suitability of conditions in cases of uncertainty, such as recent heavy rains or lingering snow. The photo capture will only be accomplished during the period of the day when the sun height is at least 30 degrees above the horizon. The capture will be accomplished from one or more of Kucera's fleet or twin and single-engine aircraft using Vexcel UCE100 Eagle large format digital frame or Leica ADS100 large format digital pushbroom aerial camera technology. The flight heights used will yield raw imagery at a slightly higher resolution/GSD than the target orthoimage resolution. The overlap between adjacent photo capture flight lines used for the photo capture will be at least 30% and the forward overlap of the imagery will be at least 60% for stereoscopic coverage. The aerial imagery will be initially georeferenced to in-flight position and orientation measurements made with the camera's integrated airborne GPS/IMU system.

Corporate Headquarters
38133 Western Parkway
Willoughby, OH 44094-7589
(440) 975-4230
Fax (440) 975-4238
map@kucerainternational.com
<http://www.kucerainternational.com>

Kucera South
110 W. Reynolds St.
Suite 202
Plant City, FL 33563
(813)754-9247
Fax (813)754-9830

map@kucerasouth.com

Henderson Aerial Surveys
3889 Grove City Road
Grove City, OH 43123-9193
(614)539-3925
Fax (614)539-3928

map@hendersonaerial.com

Keddal Aerial Mapping
Suite 3100, 1121 Boyce Road
Pittsburgh, PA 15241-3918
(724) 942-2881
Fax (724) 942-2885

map@keddalaerial.com

The georeferencing of the aerial photo imagery will be finalized using a digital aerotriangulation process with input of the airborne GPS/IMU data and GPS surveyed ground control. The ground control will consist of approximately 20 photo identifiable feature or targeted points spread around and through the County and the city/town areas. Any targets needed will be set prior to the aerial flyover. The project datums will be NAD83/2011 Michigan State Plane Central Zone horizontal and NAVD88/12B or 18 vertical. The DEM used for the orthoimage rectification will be the latest available year of Michigan State lidar DEM. The DEM will be photogrammetrically updated to the new triangulated aerial photography as needed to support accurate image rectification. A ground control report along with the updated DEM data will be provided as project deliverables.

The 6" and 3" orthoimagery will be produced using batch rectification/resampling, mosaicking, color/tone balancing, and tile output processes, each followed by a manual QC review and edit at image scale (1"=100' for 6" imagery and 1"=50' for 3" imagery). The manual QC/edit will include proper extent of coverage at each resolution; proper DEM rectification/appearance of roads, overpasses, railroads, and bridges; proper placement mosaic seam lines without evident seam breaks; color, tone and sharpness consistency within each resolution; proper shadow and highlight detail; no excessive building lean; proper tile naming and edge match between tiles, and ground feature positional accuracy meeting the project specifications. The initial orthoimagery delivery at each resolution will be a small group or contiguous tiles covering a representative pilot area for the County's review and approval, including the County's preferred color and tone. Following any adjustments and the County's approval of the pilot imagery, the balance of the imagery for each resolution will be delivered.

The orthoimagery will be furnished in 4-band (RGBI) form as uncompressed GeoTIFF tiles and as a countywide SID or ECW-compressed image mosaic. The tiles will be 2800'x2800' (6" resolution) and 2500'x2500' (3" resolution) (unless otherwise specified) coordinate grid bounded (MiSAIL system). The SID/ECW compression factor will be 40:1 or 20:1 for each township with overlap. The orthoimagery delivery will include FGDC project level metadata. The orthoimagery will represent ground feature positions to within 95% confidence within 2.4' accuracy at 6" resolution and 1.2' accuracy at 3" resolution (ASPRS14 30 and 15 cm accuracy specs).

The projectwide orthoimagery will be delivered by August 30, 2021.

Kucera's fees for the services described are as follows:

1. Countywide 6" resolution, 4-band orthoimagery	\$ 34,750.00
2. City area 3" resolution, 4-band orthoimagery	\$ <u>3,500.00</u>
Total	\$ 38,250.00

Kucera appreciates the County's consideration and looks forward to being of service! Please sign and date below and return as authorization to proceed, and please contact me for follow-up as needed.

Sincerely,

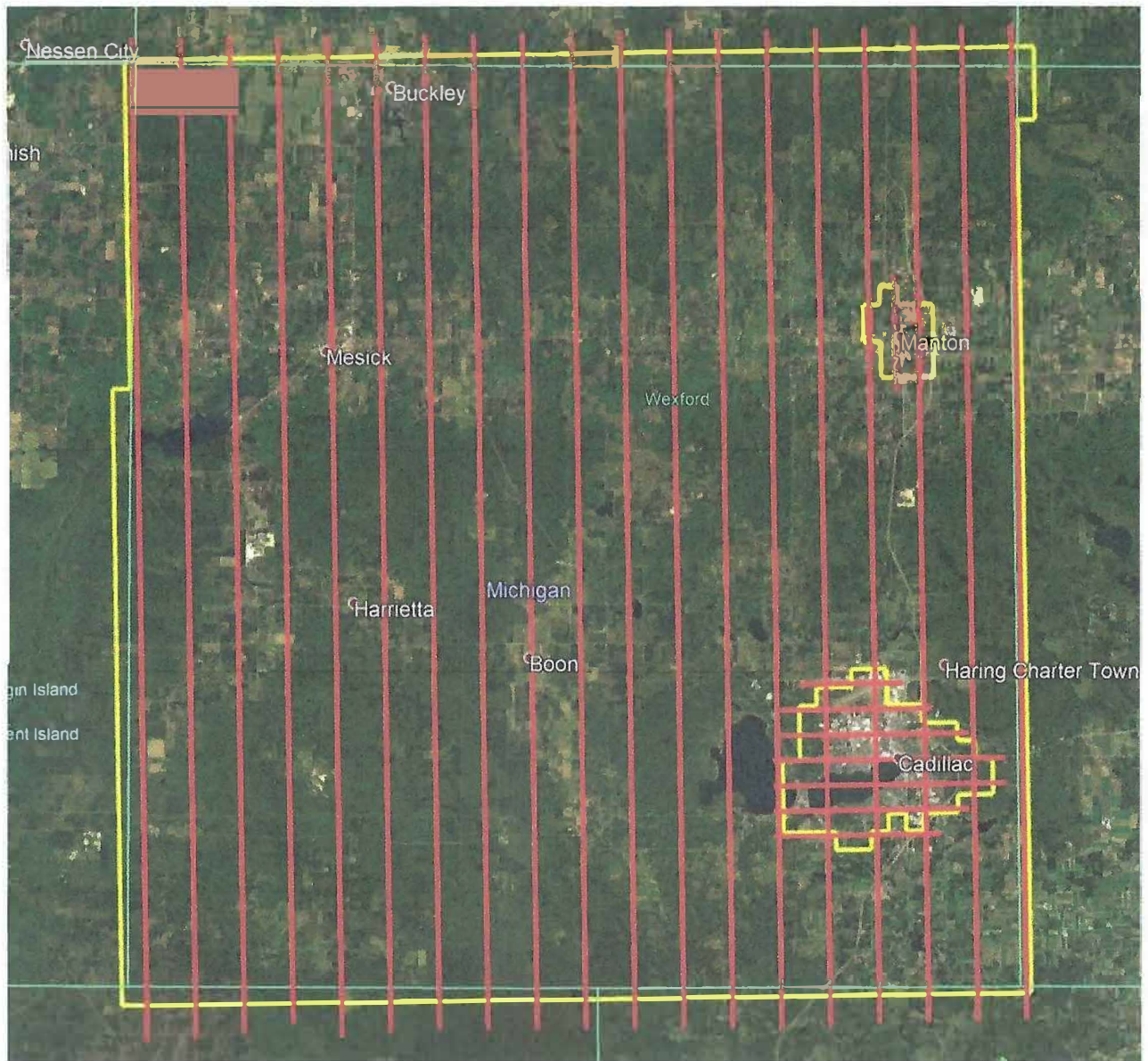


Roger Waugh
Kucera International Inc.
38133 Western Parkway
Willoughby, OH 44094
440-975-4230 (Office)

Authorization to Proceed:

Signature

Date





Wexford County

Request for Board of Commissioner Action

J.3.

BOC Meeting Date: January 20, 2021
Department: Central Dispatch
Submitted by: Duane Alworden, Director
Subject: Powerphone Dispatcher Certification

Action Request:
Approval to purchase the Powerphone Dispatch Call Handling System.

Financial Information:
\$ 8,897.00 one-time purchase.

Note from Administration:
This is a budgeted cost.

Summary

This system will be loaded onto our CAD computer system in helping the dispatchers give lifesaving questions and guidance to callers while help is on the way. This program gives many scripts and questions to ask the caller for everything from CPR instructions, to asking colors of hit and run vehicles and many others. This system will certify our dispatchers in Medical, Police and Fire dispatching within the state of Michigan. This is for more efficient call taking and getting the right questions for responders to scenes.

This is a State of Michigan certified vendor for 911 funds.

Timeline:

This system will be started after approval from the Board and the completion and the online training each dispatcher has to complete in all 3 areas, Police, Fire and Medical, the dispatchers have 45 days to complete all 3 classes.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: January 20, 2021
SUBJECT: Veterans' Program Services Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The Veterans Services Committee along with the Director of Veterans Services have determined the need for onsite screening, assessment, referral and/or group and/or individual counseling services.

The County, through the Veterans Services department, has applied for a grant to fund the services under this agreement. The agreement is for one year with an option to renew the agreement for one additional year.

The agreement is attached for consideration.

RECOMMENDATION:

The Finance Committee supports the agreement and advises the full board approve the agreement.

**VETERAN ONSITE SCREENING, ASSESSMENT, REFERRAL AND COUNSELING
PROGRAM SERVICES AGREEMENT**

THIS AGREEMENT, is made and entered into this by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of the **VETERAN SERVICE OFFICE** (hereinafter referred to as the "VS Office") and **MICHAEL F. COONAN, LMSW/ACSW/BCD**, 1889 E. Grand River Ave, Traverse City, Michigan 49696 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Veterans Services Committee and Director of the VS Office have determined that there is a need for onsite screening, assessment, referral and/or group and/or individual counseling services (the "Services") for eligible veterans within Wexford County; and

WHEREAS, the County has applied for a grant from Michigan Veterans Affairs Agency ("MVAA") to fund the Services under this Agreement; and,

WHEREAS, the Contractor is a Licensed Master Social Worker and Board Certified Diplomat in Social Work has been licensed by the State of Michigan to provide Services of the type required by the Veterans Services Committee/VS Office and who has significant experience and expertise in assessing and counselling veterans and family members and is in the business of providing the type of Services which the Veterans' Services Committee/VS Office requires on an independent contractor basis; and

WHEREAS, contingent upon approval of the applied-for and pending MVAA grant funding, the County and the Contractor wish to enter into a contract which will permit the VS Office to refer eligible veterans to the Contractor for screening, assessment, referral and, where appropriate, group and/or (if specifically approved) individual counselling services.

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

I. **PURPOSE OF AGREEMENT AND CONTRACTED SERVICES.** The purpose of this Agreement is to provide those eligible Wexford County veterans, approved family members, and/or other qualified eligible veterans or family members under the terms of grant funding (as identified and exclusively determined by the VS Office) who are referred by the VS Office to the Contractor for screening, assessment, referral and/or (if approved by the VS Office and reimbursable by grant or otherwise expressly approved County Veterans Services millage expenditure approved by the Veterans Services Committee) group or individual counselling and treatment (the "Services").

1-15-21 to 12-31-21)
(With a one year renewal option)

The Services may include, but are not limited to, Contractor providing dedicated onsite Services to eligible individuals at the VS Office (the “Dedicated Services Onsite Day”). The Contractor shall provide the Dedicated Services Onsite Day for a scheduled onsite hours of not less than seven hours, twice monthly (and every other week). The Dedicated Services Onsite Day will be scheduled on alternating Mondays or such alternative day as may be agreed to by the Contractor and VA Office. Other face-to-face provision of Services at an alternative location (or by TeleMed, during COVID restrictions only) may occur only at such times or circumstances agreed to in advance and scheduled by the Contractor and approved by the VA Office.

Contractor will meet with the VS Office or the Veterans Services Committee on an as-needed basis (in person or by phone) to review the performance of the Services or provide such documents or records as deemed necessary to approve payment for the Services or to obtain grant funding reimbursement. The Parties recognize and agree the compensation for all Services provided by Contractor will be through grant funds secured by the VS Office. In rare instances, provision of services to eligible veterans may be authorized to be reimbursed by the Wexford County Veterans Services millage but ONLY were the provision of Services and disbursement from millage proceeds is authorized in advance and in writing (which may include approved minutes of meetings) by the Veterans Services Committee. As such, Contractor agrees that the Services shall strictly comply with the requirements or limits of any such grant or authorization

The Services contemplated to be provided by the Contractor include, but are not limited to:

1. Intake and Assessment Services to identify possible issues, unmet need and recommendations regarding referral to a provider or other recommendations regarding treatment or counseling.
2. Onsite VS Office Therapy and Counseling (or, if approved by the VS Office for individual cases, an alternative location or TeleMed during COVID restrictions, only) which may include (based upon VS Office approval):
 - a. Individual Therapy and Counseling
 - b. Family Therapy and Counseling
 - c. Substance Use Therapy and Counseling
 - d. Group Therapy
 - e. Collaboration with other providers and/or the Veterans Administration.
3. The Contractor shall ensure that all of his Services under this Agreement will meet or exceed all the applicable professional and applicable accreditation standards and will strictly comply with the applicable federal, state or local laws, rules and regulations and/or the requirements of the Veterans Administration, MVAA, the Veterans Services Committee or other funding entity providing funding for the provision of such Services. The Contractor shall maintain his licensure and accreditations throughout the term of this Agreement.

1-15-21 to 12-31-21)
(With a one year renewal option)

4. If individual services are being recommended, the Contractor shall prepare an individual case plan for consideration for funding authorization by the VS Office or grant funding entity. Each case plan shall contain the goals of counseling, objective attainment and a recommended duration and termination date. The VS Office may require updates thereto in its discretion.

5. The Contractor may monitor the goals and objectives of the Services or Program and referred individuals by a tracking chart.

II. **AGREEMENT PERIOD, OPTION TO RENEW AND TERMINATION.** This Agreement shall become effective and performance thereon shall commence on the 15th day of January, 2021 or on the date on which the VA Office provides the Contractor with written notice of approval of the applied-for grant from the Michigan Veterans Affairs Agency (“MVAA”) to fund the Services under this Agreement (whichever date is the latest), and shall continue to the 31st day of December, 2021, at which time it shall terminate, unless extended as set forth in the second paragraph of this section.

The County shall have the option to extend the term of this Agreement for one (1) additional year. To exercise this option the County shall provide written notice to the Contractor prior to the end of the initial term.

Notwithstanding the term set forth in the first paragraph of this section or any other provision of this Agreement to the contrary:

- i. the County and Contractor may agree to terminate this Agreement with or without agreed upon notice; or,
- ii. the County terminate this Agreement at any time, with or without cause, upon delivery of thirty (30) calendar days prior written notice to the Contractor.

Upon the termination of this Agreement, Contractor shall be required to turn over any work in progress to VA Office, cooperate with VA Office and the person or entity selected to replace Contractor, and otherwise fulfill all responsibilities hereunder relating to Services rendered prior to termination. Contractor shall deliver to VA Office all documents and tangible items pertaining to the Services provided through this Agreement.

III. **COMPENSATION.** Approval by the VS Office for Services to be provided an approved referred eligible individual must be obtained by the Contractor prior to engaging in Services to the individual under this Agreement. Subject to the terms of such approval, the Contractor shall normally receive the following compensation for the Services to be performed under this Agreement:

1-15-21 to 12-31-21)
(With a one year renewal option)

1. THE GROSS SUM OF THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) for each scheduled twice monthly approved Dedicated Services Onsite Days on which any Services may be performed by the Contractor for a total of \$700.00 per month;

2. THE GROSS SUM OF FIFTY AND NO/100 DOLLARS (\$50.00) per hour or session :

a. For each hour the Contractor is in the VS Offices and be available for approved face-to-face Services which are scheduled and approved to occur on other than on other than the Dedicated Services Onsite Day; The Contractor will not be in the VA Office on any other day but Monday

b. For each hour the Contractor provides approved face-to-face Services at the Contractor's Office or at an approved alternative site which are scheduled and approved to occur on other than on other than the Dedicated Services Onsite Day, The Contractor will not be in any other office; or

c. During the COVID restrictions only, for each hour the Contractor provides approved face-to-face Services via TeleMed which are scheduled and approved to occur on other than the Dedicated Services Onsite Day or other than a day in which the Contractor is being compensated for being available in the VS Offices.

3. There is no additional compensation for the Contractor's reports to the VS Office, the Veterans Services Committee or the County.

4. No other fees such as travel, mileage, overhead, preparation, no-show fees, paperwork or any other fees shall be charged or paid under this Agreement.

5. It is expressly understood and agreed that the total compensation which the County shall annually pay to the Contractor during each one year period contemplated in this Agreement shall not exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00) per calendar year paid from the County Veterans Services proceeds.

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

The Contractor shall submit to the VA Office and the County on or before the fifth (5th) day of each month a bill for Services rendered during the preceding month. Each bill shall be in such form and contain such information as the VA Office and the County shall require. The VA Office, upon verification that the Services billed have been both authorized and performed, shall process and pay such bills in accordance with the County's procedure for payment of Accounts Payable or the procedures mandated by the grant funding. The Contractor shall notify the County immediately of any overpayment

1-15-21 to 12-31-21)
(With a one year renewal option)

and upon documented reconciliation with any underpayment return the net overpayment to the County.

It is expressly understood and agreed by the parties to this Agreement that the payment of compensation as set forth in this section has been based upon their intent and belief that their relationship is that of an independent contractor. In the event a Federal or State court or administrative agency rules at any time that the relationship between the parties to this Agreement is one of an employer/employee, the compensation to be paid the Contractor shall be the sum appropriately billed less the sum required to be withheld to pay for income and social security taxes to the proper Federal, State and local governments. If withholding for payment of taxes from the Contractor's compensation is found to be required, the Contractor shall reimburse the County in full for any taxes, interest and penalties that the County and/or the VS Office are required to pay on compensation received by the Contractor under this Agreement, prior to commencement of withholding for taxes thereon.

IV. **RECORDS AND CONFIDENTIALITY.** The Contractor shall maintain full and accurate records with respect to all services performed under this Agreement. Representatives of the County and/or the Veterans administration shall have free access during the County's normal business hours to such records and shall have the right to examine and audit the same and to make copies and/or transcripts thereof and to inspect all Program data, documents, proceedings and activities. Refusal to allow representatives of the County, the VS Office or the funding entity access to said records, data, documents, proceedings and activities and right to inspect, audit, make copies and/or transcripts thereof, shall constitute a material breach of this Agreement.

The Contractor shall establish and maintain procedures to ensure against disclosure of records, reports, confidential communications and visual or audio material containing the identity of individual participants which the VS Office has referred to the Program. The only exceptions to this requirement shall be the following:

- A. Where disclosure is ordered by the VS Office.
- B. Where disclosure is required or authorized by law.

Under no circumstances may any public reports or findings (including published papers or case studies) released by or published by the Contractor contain the names of the individual who has been referred by the County or whom the County has authorized payment for Services under this Agreement.

V. **COMPLIANCE WITH THE LAW.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, including but not limited to applicable rules adopted by the Veterans Administration or other grant funding unit. The Contractor shall also comply with all policies, rules and regulations of the County and orders issued by the

VA Office which relate to the specific Services to be provided to an approved eligible individual under this Agreement.

In the event the Contractor, in the performance of its services under this Agreement, has access to or comes into contact with protected health information (PHI) of the people to receive such services the Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, and the regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access to PHI shall be limited to the minimum necessary to provide the applicable service.

Breach of this section shall be a material breach of this Agreement.

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

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

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

In the event a Federal or State court or Federal or State administrative agency after a due process hearing makes a finding that the Contractor is guilty of discrimination prohibited by law, the Contractor shall forward a copy of the finding to the VS Office.

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

VII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor shall not be considered to be and shall not hold himself out as an employee, servant or agent of either the County or the VS Office. The Contractor shall be responsible for payment of all income and social security taxes to the proper Federal, State and local governments.

Neither the County nor the VS Office shall be responsible for providing the Contractor with workers' disability compensation coverage. The Contractor, as required by law, shall be responsible for providing his own workers' disability compensation coverage.

VIII. INDEMNIFICATION AND HOLD HARMLESS.

- A. The Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, the VS Office, and their elected and appointed officers, employees and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), lawsuits, costs and expenses, including but not limited to all costs from administrative proceedings, court costs and attorney fees, that the County, the VS Office and their elected and appointed officers, employees or agents may incur as a direct result of the acts, omissions or negligence of the Contractor, its officers, employees and agents, that may arise out of this Agreement.
- B. If the Contractor is found by a Federal or State court or administrative agency to be an employee of either the County or the VS Office, the Contractor shall indemnify the County and/or VS Office in full for any taxes, interest or penalties that they are required to pay on compensation received by the Contractor under this Agreement prior to the commencement of withholding for taxes thereon.
- C. The Contractor's indemnification, save and hold harmless responsibilities under this section shall include the sum of claims, damages, costs, lawsuits and expenses which are in excess of any sum reimbursed to the County, the VS Office, or their elected or appointed officers, employees, servants and agents by the insurance coverage obtained and/or maintained pursuant to the requirements of this Agreement.

IX. INSURANCE. The Contractor shall maintain, during the term of this Agreement, the following insurance coverage requirements. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the County and have an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent).

- A. The Contractor shall carry Workers' Compensation and Employer's Liability Insurance Coverage, as required by law. In the event that the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Workers' Compensation and Employer's Liability Insurance coverage, as required by law. If the Contractor is a sole proprietor with no employees and not required to carry

1-15-21 to 12-31-21)
(With a one year renewal option)

workers compensation insurance, the Contractor may be excused from this requirement only upon proof of a WC337 form on file with the State of Michigan and execution of the County supplied affidavit of Sole Proprietor Contractor with No Employees, and such other form as may be required by the grant funding entity, if any.

- B. Professional Liability Insurance: The Contractor shall procure and maintain, during the life of this Agreement, Professional Liability Insurance (errors and omissions coverage) in an amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase “tail” coverage, for a minimum of three (3) years after termination of this Agreement.
- C. The Contractor shall procure and maintain, during the term of this Agreement, Commercial General Liability Insurance on an “Occurrence” basis with limits of liability of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for Property Damage. Coverage shall include the following extensions:
 - 1. Contractual Liability;
 - 2. Products and Completed Operations Coverage;
 - 3. Independent Contractors Coverage;
 - 4. Broad Form General Liability Extensions or equivalent; if not in policy proper.
- D. The Contractor shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage including all owned, non-owned and hired vehicles of not less than \$1,000,000 per occurrence combined single limit.
- E. Commercial General Liability Insurance and Vehicle Insurance, as described above, shall include the following “Additional Insured”: County of Wexford, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- F. Workers’ Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice [Ten (10) days for non-payment of premium] of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: the VS Office and to the County of Wexford.

1-15-21 to 12-31-21)
(With a one year renewal option)

- G. If any of the above coverage expires during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and/or policies to the County of Wexford at least thirty (30) days prior to expiration

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

XI. **ASSIGNMENT, SUBCONTRACTS, AND AUTHORITY OF COUNTY TO CONTRACT WITH OTHERS.**

- A. The Contractor shall not assign or subcontract his duties and/or obligations under this Agreement without the prior written consent of the County and the VS Office.
- B. It is expressly understood and agreed by the Contractor that the Contractor may not be the sole provider of Services for the VS Office. The County may at any time contract with parties other than the Contractor for the provision of an Services to which the VS Office may refer eligible Veterans.

XII. **LEGAL PROVISIONS.**

- A. This Agreement may be amended or modified only by the written mutual consent of the parties hereto.
- B. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- C. This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- D. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
- E. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in

1-15-21 to 12-31-21)
(With a one year renewal option)

the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

- G. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan.
- H. The people signing on behalf of the parties hereto certify by their signatures that they are authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

COUNTY OF WEXFORD

By: _____
Gary Taylor, Chairman Date
County Board of Commissioners

CONTRACTOR

By: Michael F. Coonan 1/7/21
Michael F. Coonan Date

VETERANS SERVICES OFFICE

By: Kent Myers 1/12/2021
Kent Myers, Director Date

1-15-21 to 12-31-21)
(With a one year renewal option)



K.

Administrator's Report to the BOC **For the meeting of January 20, 2021**

Completed Projects/Tasks

FOIA Requests: The Administration Office received just five new Freedom of Information requests between January 1 and January 15, which was a nice break.

New Employees: Bob Champion, our new Chief Public Defender, joined us on January 5. He hit the ground running and hasn't slowed down yet. He expects to attend the upcoming Board meeting so you can meet him in person.

Current Projects/Tasks

Payroll: The first payroll of 2021 was completed by the County Clerk, Alaina Nyman, and her staff with limited assistance from Baird, Cotter and Bishop. Ms. Nyman is working toward the next payroll being done 100% internally.

Part Time Custodian: Interviews have been scheduled with four candidates for the 29 hour per week position. If one of the candidates is selected, we expect to have assistance for our Maintenance Director in place no later than mid-February.

Wex HVAC Project: The engineering consultant hired by Boon Sports has completed their study. We are now revising the bid specifications, which have to be approved by the Department of Natural Resources as the project is primarily funded by a DNR grant. When that is completed, the project will be put out to bid again. It is hoped that this round will result in more bids at lower prices.

Additional Notes/Meetings

Automated External Defibrillators (AEDs): The Sheriff's Office generously purchased AEDs for the courthouse and Lake Street. Training has been offered. When the final locations for the five AEDs have been determined, that information will be distributed to all County officials and employees.

New Department Heads: We have three new elected department heads in 2021 and one new appointed department head. Circuit Court Judge Jason Elmore, Prosecutor Corey Wiggins, and Register of Deeds Roxanne Snyder are all new to their roles, but bring with them many years of Wexford County experience. Our new Chief Public Defender also has years of county experience. Judge Fagerman and Register Lorie Sorensen will be missed, but I look forward to working with their successors.

One Last Thing: I'd like to give a thumbs up to the Treasurer's Office for working so hard on sorting through years and years of accumulated documents. Following their retention schedule, approximately 100 boxes of documents have been sifted through and slated for shredding.

Respectfully,
Janet Koch
County Administrator