



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, March 3, 2021 beginning at 4:00 p.m. in the Commissioner 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**. Staff and the Wexford County Board of Commissioners may attend the meeting in-person, or by one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- **By Computer:** Go to the Zoom Web Site (zoom.us). Click on “Join a Meeting.” Join using Meeting ID 749 610 4141.
- **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 749 610 4141.

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 February 17, 2021, Regular Meeting Minutes 1
- 2. Appointment to Standing and Special Committees (HR/PS 2/23/21) 6
- 3. 84th District Court Magistrate Appointment (HR/PS 2/23/21) 7

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WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, February 17, 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, Julie Theobald, Gary Taylor, Judy Nichols, and Brian Potter.

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Comm Theobald requested to add a discussion on opening the meetings back up to the public. Comm Hurlburt seconded the addition.

Added J8-Discussion on re-opening meetings to the public.

Approval of the Agenda

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

Roll Call: Motion passed unanimously.

Employee Recognition- *None*.

Presentation and Reports- *None*.

Public Comment- *None*.

Consent Agenda

1. Approval of the February 3, 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. Resolution 21-08 To Approve an Amendment to the Restated Amendment

MOTION by Comm Bengelink, seconded by Comm Musta to approve Resolution 21-08 to Approve an Amendment to the Restated Amended Agreement to Establish a Joint Cadillac-Wexford County Airport Authority increasing the per diem rate from \$25.00 to \$35.00 per hour.

Roll Call: Motion passed 8-1 with Comm Bush voting against the motion.

2. COA Building Permit Fees

MOTION by Comm Hurlburt, seconded by Comm Bush to waive building permit fees for the Wexford County Council on Aging 2021 building project.

Roll Call: Motion passed 9-0.

3. Public Defender Lease Agreement

MOTION by Comm Nichols, seconded by Comm Potter to approve the lease agreement for 419 N. Lake Street for the new Public Defender's Office location and authorize the Chairman to sign the lease agreement

Roll Call: Motion approved unanimously.

4. Purchase Order Request-Electronic Storage, Sheriff's Office

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the Sheriff's Office purchase order request for electronic storage in an amount not to exceed \$5,100.

Roll Call: Motion approved unanimously.

5. AT&T Completelink Agreement and Centrex Service Agreement

MOTION by Comm Bengelink, seconded by Comm Nichols to approve the AT&T Completelink and Centrex Agreements and authorize the Chairman to sign the agreements.

Roll Call: Motion passed 9-0.

6. Administrator Evaluation

MOTION by Comm Bengelink, seconded by Comm Bush to enter into a closed session to consider a periodic personnel evaluation of a public officer employee staff member or individual agent if the name person requests the closed hearing. The person requesting the closed hearing may rescind the request at anytime, in which case the matter at issue shall be considered there after only in open session via MCL 15.268 (8)(a).

Roll Call: Motion passed unanimously. Closed session began at 4:07 p.m.

MOTION by Comm Bengelink, seconded by Comm Bush 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 9-0.

MOTION by Comm Townsend, seconded by Comm Nichols to renew the Administrators contract for a period of 30 months, with a 2% increase for 2021 and a 2% increase for 2022.

One Commissioner explained the reasoning for the 30 month term was to extend the review period further into the year. This is to allow any possible new members time to get to know more of the process and the administrator.

Another Commissioner was not comfortable going forward with anything more than 24 months.

Roll Call: Motion passed 7-2 with Commissioners Hurlburt and Theobald voting against the motion.

7. Budget Amendment(s)- *None*.

8. Discussion on Opening the Meetings to the Public

One Commissioner questioned if there were any plans to opening the meetings to the public. It was explained that we are currently following the MDHHS Order that is in effect until March 29th.

Administrator's Report-

Administrator Koch informed the Board that the budget for the State for 2022 did appear to have a slight decrease in revenue sharing, but she received more information and it appears to effect the township levels.

She also provided the Board with an update regarding the windows. City Glass has offered to install the windows that have arrived, however, it was decided it would be better to only disrupt the court schedules once and not install in two different sessions.

Ms. Koch also advised that Board that because of a decrease in claims with MMRMA, the County saw over \$100,000 decrease in its premium.

Correspondence-

1. Prosecutor's Report

Public Comments-*None*.

Liaison Reports-

Comm Nichols attended the Northwest Community Action Agency meeting. They are currently promoting a program for taxes, www.myfreetaxes.com. There is also a program for weatherization of homes for heating. Another Commissioner asked if there was still a waiting list for that program, and Commissioner Nichols was not aware of any.

Comm Hurlburt attended the Road Commission meeting where the Board voted to hire Carl Hansen as the new manager. Al Cooper will be retiring, and his last day is March 2nd.

Comm Townsend made a joke about being better than the last Commissioner on the Airport Authority. They are currently having great meetings. He also attended the Library Meeting where they welcomed Carol Blake. He did have questions regarding the Tustin Library and was going to be looking into that agreement more.

Comm Bengelink attended the LDFA meeting where the topic was the city well field clean up.

Comm Taylor attended the Conservation District meeting. They have their tree sale coming up, and he handed out fliers for the Winter Workshop.

Board Comments

Comm Nichols thanked Commissioner Bengelink for organizing the flags for the fire department. She also thanked Janet for her work with the County.

Comm Potter stated he was glad that he trusts everyone. He also offered his congratulations and condolences to Janet for her renewed contract.

Comm Musta encouraged everyone to go out and donate blood if you can.

Comm Townsend commented about a former basketball team he was a part of, where they came together. He gets the same feeling with this Board. He stated he was also thrilled about the future.

Comm Bengelink made a joke about having to introduce Comm Potter to some of the Airport Authority Board members. He congratulated Janet on her renewed contract, and he also read a quote from Casey Stinnett.

Comm Bush congratulated Janet also. He also let the Board know the City Fire Department was very surprised when he presented them with their flag.

Comm Theobald echoed the excitement from the City, and she commented that she had received calls from Selma Township asking about theirs. Comm Bengelink explained Selma's had been delivered to the Supervisor.

Chairman's Comments

Comm Taylor congratulated Janet and thanked everyone for coming.

Adjourn

MOTION by Comm Theobald, seconded by Comm Nichols to adjourn at 4:52 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: March 3, 2021
SUBJECT: Appointment to the Wexford Missaukee Community
Corrections Advisory Board

SUMMARY OF ITEM TO BE PRESENTED:

With Johanna Carey leaving the position of Chief Public Defender and joining the Prosecutor's Office, the Criminal Defense Attorney position on the Wexford Missaukee Community Corrections Advisory Board is now vacant. Newly hired Chief Public Defender, Robert Champion has agreed to serve on the Board.

RECOMMENDATION:

The HR/Public Safety Committee advises the full board appoint Robert Champion to the WMCCAB with a term expiring December 31, 2021.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: March 3, 2021
SUBJECT: Appointment of District Court Attorney Magistrate

SUMMARY OF ITEM TO BE PRESENTED:

The current District Court Attorney Magistrate plans on retiring soon.

In accordance with MCL 600.8501 and 600.8503, and upon approval of the State Court Administrative Office, the District Court Judge appoints the Attorney Magistrate with the approval of the Board of Commissioners.

RECOMMENDATION:

The HR/Public Safety Committee proposes the full board approve the appointment of Heather Helsel as Attorney Magistrate for District Court.

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 March 2021, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 21-09
EXTENDING APPRECIATION FOR
ALAN COOPER'S DEDICATED SERVICE**

WHEREAS, the Wexford County Board of Commissioners would like to personally thank Alan Cooper for his commitment to Wexford County over the past 32 years. Alan worked with dedication and pride to meet the needs of Wexford County; and

WHEREAS, Alan began his career with Wexford County Road Commission as a Truck Driver on June 6, 1988; and

WHEREAS, in June of 1995 Alan was promoted to Assistant Superintendent and then in November of 1996 Alan was promoted to Superintendent; and

WHEREAS, Alan was once again promoted in March of 1997 to Road Commission Manager and has held that position for over the last 24 years; and

WHEREAS, Alan has served on the County Road Association of Michigan as a member of the General Policy Committee, Public Relations Committee, and Education Committee, educating Road Commission Staff around the State; and

WHEREAS, Alan served as a board member and last served as Chairman of the Michigan County Road Commission Self-Insurance Pool; and

WHEREAS, Alan has been actively involved in the Paul Bunyan Council of the County Road Association of Michigan which includes 14 counties in Northern Michigan; and

WHEREAS, Alan's management has helped Wexford County Road Commission achieve a ranking at the top of the PASER, Pavement Surface Evaluation and Rating, in Michigan; and

WHEREAS, on March 2, 2021 Alan retired from his position as Wexford County Road Commission Manager; and

WHEREAS, Alan's contributions as a hard-working, dedicated, and knowledgeable leader are incomparable and will be greatly missed by employees and officials of Wexford County.

NOW, THEREFORE BE IT RESOLVED that the Wexford County Board of Commissioners wishes Alan Cooper the best in his future endeavors and once again thanks him for his efforts for over the past 32 years while he served Wexford County Road Commission as a very loyal and appreciated leader.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I hereby certify that the forgoing is a true and complete copy of the Resolution 21-09 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on March 3, 2021 and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

memo

J.2.

Wexford County

To: Comm Mike Bengelink, Comm Mike Bush, Comm Brian Potter, & Comm Gary Taylor

From: Kristi Nottingham, Roxanne Snyder, and Alaina Nyman

Date: February 18, 2021

Re: Chief Deputy Increase

Our Chief Deputy Treasurer, Register of Deeds, and Clerk have long been considered the “second in command” in our offices. They are tasked with supervising employees, making decisions if we are unavailable, and would be our replacement, should something happen to one of us. They are held to a higher standard than our other deputies, and given the stress of a manager level. They also run the same risk as the three of us every four years, of potentially being out a position.

Currently the county has 5 level M2’s that make \$24.69 per hour. Chief deputies are a salaried position that equivalates to \$21.40 per hour. Those M2’s are also entitled to longevity and sick buyout every year. Chief deputies are not. These M2 positions are also entitled to vacation, sick and personal leave. Chief deputies are not. While we each work with our chief deputies regarding time off, they do not receive that specific time and are not promised any set amount of time.

The current salary of those 5 positions is \$48,145.50. This does not include their longevity or sick buyout pay. The current salary for the 3 chief deputy’s is \$41,730.00. We propose increasing our three Chief Deputies to the same salary as those 5 M2s. This increase would be \$3.29/hour, or \$6,415.50 per year.

Kristi Nottingham

Roxanne Snyder

Alaina Nyman

M2 Employees	Hours Per Pay Period	Current Hourly Wage	Per Year Salary	Difference from Chief Deputy Wages	Additional Wages Not Included
Juvenile Court Administrator	75	\$24.69	\$48,145.50	\$6,415.50	Sick Buyout & Longevity
Probate Court Administrator	75	\$24.69	\$48,145.50	\$6,415.50	Sick Buyout & Longevity
Deputy Juvenile Officer	75	\$24.69	\$48,145.50	\$6,415.50	Sick Buyout
Prosecuting Atty Administrator	75	\$24.69	\$48,145.50	\$6,415.50	Sick Buyout & Longevity
PA123 Treasurer Administrator	75	\$24.69	\$48,145.50	\$6,415.50	Sick Buyout & Longevity
Community Corrections Senior Officer	80	\$23.11	\$48,068.80	\$6,338.80	Sick Buyout & Longevity
Maintenance Supervisor	80	\$23.11	\$48,068.80	\$6,338.80	Sick Buyout & Longevity
GIS Specialist (Part Time)	45	\$24.69	\$28,887.30		
Deputy Dispatch Director (25% of Wages)*	20	\$21.26	\$11,055.20	\$10,415.60	Sick Buyout
**Difference Includes Emergency Manager Figure					
Appointed					
Chief Deputy Clerk	75	\$21.40	\$41,730.00		None.
Chief Deputy Register	75	\$21.40	\$41,730.00		None.
Chief Deputy Treasurer	75	\$21.40	\$41,730.00		None.

2021 Wage Scale

1950 Hours / Year

	LEVEL	START	1 YR	2 YR	3 YR	4 YR	5 YR	6 YR
Non-Union	M2	\$ 18.67	\$ 19.63	\$ 20.55	\$ 21.52	\$ 22.54	\$ 24.14	\$ 24.69
	Yearly	\$ 36,406.50	\$ 38,278.50	\$ 40,072.50	\$ 41,964.00	\$ 43,953.00	\$ 47,073.00	\$ 48,145.50

<u>Yearly Step Increase</u>	\$ 1,872.00	\$ 1,794.00	\$ 1,891.50	\$ 1,989.00	\$ 3,120.00	\$ 1,072.50
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Increase over 6 year period	\$ 11,739.00
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2000 Wage Scale

M2	START	1 YR	2 YR	3 YR	4 YR	Maximum
Yearly	\$ 26,399.00	\$ 27,824.00	\$ 29,327.00	\$ 30,911.00	\$ 32,580.00	\$ 34,284.00

Chief Deputy Clerk/ROD/Treasurer

No Wage Scale - Salary Position

	2009	2010	2011	2012	2013	2014	2015	2016
	\$ 35,208.00	\$ 35,208.00	\$ 35,560.00	\$ 35,916.00	\$ 36,272.00	\$ 36,634.00	\$ 36,634.00	\$ 37,834.00
Increase**		-	1%	1%	1%	1%	-	\$1200 Flat

	2017	2018	2019	2020	2021
	\$ 37,834.00	\$ 37,835.00	\$ 39,785.00	\$ 40,755.00	\$ 41,730.00
Increase**	-	-	\$1.00/hr	\$0.50/hr	\$0.50/hr

Increase of 11 year period	\$ 6,522.00
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****Increases were given County Wide (cost of living increases)**

CHAPTER 50. COUNTY CLERKS REVISED STATUTES OF 1846

CHAPTER 14

Chapter 14. Of County Officers.

COUNTY CLERK.

50.61 County clerk; bond; penal sum; approval.

Sec. 61. As determined by the county board of commissioners, the county clerk either shall be covered by a blanket bond or shall give a bond to the people of the state, in the penal sum of \$2,000.00, to be approved by the circuit judge, for the faithful discharge of the duties of the county clerk's office.

History: R.S. 1846, Ch. 14;—Am. 1853, Act 72, Eff. May 16, 1853;—CL 1857, 402;—CL 1871, 538;—How. 571;—CL 1897, 2570;—CL 1915, 2431;—CL 1929, 1312;—CL 1948, 50.61;—Am. 1964, Act 255, Imd. Eff. May 28, 1964;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

Compiler's note: This section as originally enacted was numbered section 62.

50.62 County clerk; bond; condition.

Sec. 62. The condition of an individual bond required under section 61 of this chapter shall be in substance as follows: "..... has been elected to the office of clerk of the county of at the general election held in the county or at a special election held in the county, on the day of shall be required to faithfully, truly, and impartially enter and record all orders, decrees, judgments, and proceedings of the courts he or she shall officiate as clerk, and faithfully and impartially perform all other duties of the office, and shall pay over all money that may come into his or her hands as the clerk, and shall deliver over to his or her successor in office all the books, records, papers, seals, and other things belonging to the office."

History: R.S. 1846, Ch. 14;—CL 1857, 403;—CL 1871, 539;—How. 572;—CL 1897, 2571;—CL 1915, 2432;—CL 1929, 1313;—CL 1948, 50.62;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

Compiler's note: This section as originally enacted was numbered section 63.

50.63 County clerk; deputies, appointment.

Sec. 63. Each county clerk shall appoint 1 or more deputies, to be approved by the circuit judge, 1 of whom shall be designated in the appointment as the successor of such clerk in case of vacancy from any cause, and may revoke such appointment at his pleasure, which appointment and revocation shall be in writing, under his hand, and filed in the office of the county treasurer, and the deputy or deputies, may perform the duties of such clerks.

History: R.S. 1846, Ch. 14;—Am. 1850, Act 65, Imd. Eff. Mar. 5, 1850;—CL 1857, 404;—Am. 1861, Act 146, Eff. June 15, 1861;—Am. 1871, Act 69, Imd. Eff. Mar. 31, 1871;—CL 1871, 540;—Am. 1875, Act 109, Eff. Aug. 3, 1875;—How. 573;—CL 1897, 2572;—CL 1915, 2433;—CL 1929, 1314;—CL 1948, 50.63.

Compiler's note: This section as originally enacted was numbered section 64.

50.64 County clerk; responsibility for deputies, duties.

Sec. 64. That the county clerk and his sureties shall be responsible for the acts of his deputy or deputies, and in case of the death, resignation or removal of the clerk, or in any case of a vacancy by any other means in the said office of clerk, the deputy or deputies shall severally perform all the duties of such clerk until such vacancy shall be filled.

History: R.S. 1846, Ch. 14;—CL 1857, 405;—Am. 1861, Act 146, Eff. June 15, 1861;—CL 1871, 541;—How. 574;—CL 1897, 2573;—CL 1915, 2434;—CL 1929, 1315;—CL 1948, 50.64.

Compiler's note: This section in Act 146 of 1861 in the body of the act was numbered section 2, but the title referred to it as section 64. As originally enacted this section was numbered section 65.

50.65 County clerk; necessary supplies, procurement, expense.

Sec. 65. The books necessary to be kept and used in the clerks office, and, also, printed calendars for each regular term of court, shall be procured by the clerk, under the direction of the judge of the circuit court, at the expense of the county; and the board of supervisors of the county shall audit and allow the account for such books and calendars, on the certificate of said judge.

History: R.S. 1846, Ch. 14;—CL 1857, 406;—Am. 1871, Act 15, Imd. Eff. Feb. 21, 1871;—CL 1871, 542;—How. 575;—CL 1897, 2574;—CL 1915, 2435;—CL 1929, 1316;—CL 1948, 50.65.

Compiler's note: This section as originally enacted was numbered section 66.

50.66 County clerk; transmitting names and postoffice addresses of township and city clerks and members of county board of commissioners to secretary of state; notifying secretary of state of person elected or appointed to fill vacancy.

Sec. 66. (1) Annually, the clerk of each county, immediately after receiving from the township and city clerks of his or her county the names and postoffice addresses of the township and city officers, shall transmit to the secretary of state the names and postoffice addresses of the several township and city clerks, with the name of the township or city for which they are clerks set opposite their respective names. Whenever the county clerk receives information of a vacancy due to death, removal, or resignation of any township or city clerk in the county, the county clerk shall immediately notify the secretary of state of the name and post office address of the person elected or appointed to fill the vacancy, along with the name of township or city.

(2) Annually, the clerk of the county shall transmit to the secretary of state the names and post office addresses of the members of the county board of commissioners. Whenever the county clerk receives information of a vacancy in the office of such a commissioner in the county, the county clerk shall immediately notify the secretary of state of the name and post office address of the person elected or appointed to fill the vacancy.

History: R.S. 1846, Ch. 14;—CL 1857, 407;—CL 1871, 543;—Am. 1873, Act 50, Imd. Eff. Mar. 27, 1873;—How. 576;—CL 1897, 2575;—CL 1915, 2436;—CL 1929, 1317;—CL 1948, 50.66;—Am. 1983, Act 41, Imd. Eff. May 12, 1983.

Compiler's note: This section as originally enacted was numbered section 67.

50.67 County clerk; office; compensation; fees.

Sec. 67. (1) The county clerk shall keep his or her office at the seat of justice for the county, and shall receive for all services rendered the county in criminal cases and as clerk of the circuit court, and for his or her services as clerk of the county board of commissioners, and as clerk of the board of county and district canvassers, the salary as the county board of commissioners fixes.

(2) Notwithstanding subsection (1), for a county which has a county officers compensation commission, the compensation of the county clerk of that county shall be determined by that commission.

(3) For his or her services in civil cases and other matters the fees and compensation shall be provided by law.

History: R.S. 1846, Ch. 14;—CL 1857, 408;—CL 1871, 544;—Am. 1881, Act 262, Eff. Sept. 10, 1881;—How. 577;—CL 1897, 2576;—CL 1915, 2437;—CL 1929, 1318;—CL 1948, 50.67;—Am. 1978, Act 489, Imd. Eff. Dec. 1, 1978.

Compiler's note: This section as originally enacted was numbered section 68.

RECORDING OF BONDS AND SECURITIES
Act 147 of 1901

AN ACT to provide for the recording of bonds and other securities by the county clerk in civil cases.

History: 1901, Act 147, Eff. Sept. 5, 1901.

The People of the State of Michigan enact:

50.101 County clerk; recording of bonds in civil cases.

Sec. 1. That it shall be the duty of the county clerk in all cases where bonds or other obligations are filed in any civil case, either on the law or chancery side of the court, to record such bond or other obligation in a book in the office of such clerk to be kept for such purpose.

History: 1901, Act 147, Eff. Sept. 5, 1901;—CL 1915, 2438;—CL 1929, 1319;—CL 1948, 50.101.

50.102 County clerk; recording of bonds, fees.

Sec. 2. The clerk shall receive the same fees, per folio, for recording such bonds or other obligations as provided by law for recording other papers.

History: 1901, Act 147, Eff. Sept. 5, 1901;—CL 1915, 2439;—CL 1929, 1320;—CL 1948, 50.102.

50.103 Record of bonds or certified copy admissible as evidence.

Sec. 3. The original record of such bond or other obligation so entered by the clerk, or a certified copy thereof, shall be evidence in all courts the same as the original bond would be if produced: Provided, That this act shall not be in force in any county of this state unless the board of supervisors in their respective county shall deem the recording of bonds necessary, as provided for in section 1 of this act, and that the said board of supervisors shall so declare by resolution.

History: 1901, Act 147, Eff. Sept. 5, 1901;—CL 1915, 2440;—CL 1929, 1321;—CL 1948, 50.103.

DEPUTIES AND ASSISTANTS
Act 18 of 1921

AN ACT to regulate the number and the salaries of deputy circuit court clerks, counter clerks and other clerks and employes of the county clerks in the several counties of the state, and to repeal all acts or parts of acts, whether general, local or special, contravening the provisions of this act.

History: 1921, Act 18, Eff. Aug. 18, 1921.

The People of the State of Michigan enact:

50.131 County clerk; deputies and assistants, appointment, number; compensation, determination, increase.

Sec. 1. In counties having a population of more than 500,000, the county clerk shall appoint a chief deputy circuit court clerk, 1 deputy circuit court clerk for each acting circuit judge in said county, 4 counter clerks and such number of deputy county clerks, and other clerks and employes as circuit court clerk and chief deputy counter clerk shall be 3,000 dollars per year; of the deputy circuit court clerks and counter clerks, shall be 2,500 dollars per year, and such salaries shall be payable in the same manner and at the same time that other county employes are paid, and shall be in lieu of all fees or other compensation. The number and the salaries of the other deputies, clerks, and employes shall be fixed by resolution of the board of supervisors. The board of supervisors in said counties, may, by resolution, provide for increase in said salaries, when, in their judgment, deemed necessary.

History: 1921, Act 18, Eff. Aug. 18, 1921;—CL 1929, 1322;—CL 1948, 50.131.

CHAPTER 53. REGISTER OF DEEDS
REVISED STATUTES OF 1846

CHAPTER 14
Chapter 14. Of County Officers.

REGISTER OF DEEDS.

53.89 Register of deeds; bond; penal sum; approval; surety.

Sec. 89. As determined by the county board of commissioners, the register of deeds either shall be covered by a blanket bond or shall give a bond to the people of this state in the penal sum of at least \$3,000.00. The individual bond shall be approved by the county board of commissioners and secured by a surety company authorized to do business in this state.

History: R.S. 1846, Ch. 14;—CL 1857, 437;—CL 1871, 579;—How. 607;—CL 1897, 2610;—CL 1915, 2472;—CL 1929, 1373;—CL 1948, 53.89;—Am. 1964, Act 255, Imd. Eff. May 28, 1964;—Am. 1974, Act 24, Imd. Eff. Feb. 26, 1974;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

Compiler's note: This section as originally enacted was numbered section 90.

53.90 Register of deeds; office, location; fees and compensation.

Sec. 90. The register shall keep his office at the seat of justice for the county, and shall receive such fees and compensation for his services as may be provided by law.

History: R.S. 1846, Ch. 14;—CL 1857, 438;—CL 1871, 580;—How. 608;—CL 1897, 2611;—CL 1915, 2473;—CL 1929, 1374;—CL 1948, 53.90.

Compiler's note: This section as originally enacted was numbered section 91.

53.91 Register of deeds; deputy; appointment; oath of office; revocation; filing.

Sec. 91. (1) The register of deeds shall appoint a deputy or deputies, 1 of whom shall serve as the chief deputy. The register shall employ personnel necessary to perform the functions and duties of the office of register of deeds. The number of employees shall be approved by the county board of commissioners.

(2) Before taking office, a person appointed under this section shall take the constitutional oath of office as required by section 1 of 1951 PA 22, MCL 15.151.

(3) The register of deeds may revoke his or her appointment at any time.

(4) An appointment or revocation made under this section shall be in writing and filed with the county clerk.

History: R.S. 1846, Ch. 14;—CL 1857, 439;—CL 1871, 581;—How. 609;—CL 1897, 2612;—CL 1915, 2474;—CL 1929, 1375;—CL 1948, 53.91;—Am. 2004, Act 440, Imd. Eff. Dec. 21, 2004.

Compiler's note: This section as originally enacted was numbered section 92.

53.92 Deputy; acting as register of deeds.

Sec. 92. In case of a vacancy in the office of the register of deeds, or his absence or inability to perform the duties of his office, such deputy shall perform the duties of register during the continuance of such vacancy or disability.

History: R.S. 1846, Ch. 14;—CL 1857, 440;—CL 1871, 582;—How. 610;—CL 1897, 2613;—CL 1915, 2475;—CL 1929, 1376;—CL 1948, 53.92.

Compiler's note: This section as originally enacted was numbered section 93.

53.93 Register of deeds; vacancies, filling by appointment of probate judge.

Sec. 93. If, during a vacancy in the office of the register of deeds, or his absence or inability to perform the duties of his office, there shall be no deputy register, or if such deputy be unable from any cause to perform the said duties, the judge of probate of the county may by writing under his hand, appoint some suitable person to perform the duties of register of deeds for the time being, who shall take an oath of office, and give such bond as the said judge shall direct and approve.

History: R.S. 1846, Ch. 14;—CL 1857, 441;—CL 1871, 583;—Am. 1877, Act 76, Eff. Aug. 21, 1877;—How. 611;—CL 1897, 2614;—CL 1915, 2476;—CL 1929, 1377;—CL 1948, 53.93.

Compiler's note: This section as originally enacted was numbered section 94.

53.94 Register of deeds; records, form, binding.

Sec. 94. The board of supervisors of each county shall, from time to time, provide suitable books, at the

expense of the county, for the entering and recording of all deeds and matters required by law to be entered and recorded by the register of deeds. Such books may be of detachable leaves in a binder which admits of its being kept locked so that it shall be impossible for any leaves to be removed therefrom or inserted therein except by or under the direction of the register of deeds, and all the pages thereof, shall be consecutively numbered before any record is made thereon. Such record may be made wholly or partly with a typewriter if ink of a permanent character is used therewith. When the number of leaves in any binder shall constitute a book of a proper and convenient size they shall be permanently bound in some manner, but may be retained in the original binder or placed in a transfer binder if the mechanism thereof permits of so securing such leaves therein that they cannot be removed therefrom with or without a key.

History: R.S. 1846, Ch. 14;—CL 1857, 442;—CL 1871, 584;—How. 612;—CL 1897, 2615;—Am. 1915, Act 77, Eff. Aug. 24, 1915 ;—CL 1915, 2477;—CL 1929, 1378;—CL 1948, 53.94.

Compiler's note: This section as originally enacted was numbered section 95.

SEAL OF OFFICE
Act 149 of 1877

AN ACT to require registers of deeds to procure a seal of office.

History: 1877, Act 149, Eff. Aug. 21, 1877;—Am. 1895, Act 147, Eff. Aug. 30, 1895.

The People of the State of Michigan enact:

53.111 Register of deeds; seal of office required.

Sec. 1. The registers of deeds in the several counties of this state are hereby required and directed to procure at the expense of the county an official seal and that a legible impression of the same shall be placed upon the face of the certificate of record of every instrument after the same has been spread upon the records.

History: 1877, Act 149, Eff. Aug. 21, 1877;—How. 613;—Am. 1895, Act 147, Eff. Aug. 30, 1895;—CL 1897, 2616;—CL 1915, 2478;—CL 1929, 1379;—CL 1948, 53.111.

SYSTEM OF ABSTRACTS OF TITLE
Act 378 of 1921

AN ACT to provide for the several counties of the state of Michigan purchasing or making, establishing, and maintaining systems of abstracts of title of lands in such counties; the making and selling of abstracts of title and furnishing of information concerning the condition of titles and charging of fees therefor; the employing of persons to keep and maintain such systems of abstracts; the doing of all things necessary for the carrying on of a general business of making and furnishing abstracts of title to the lands in such counties; and to prescribe penalties and provide remedies.

History: 1921, Act 378, Eff. Aug. 18, 1921;—Am. 1998, Act 155, Eff. Mar. 23, 1999.

The People of the State of Michigan enact:

53.141 System of abstracts of title to lands in county; authorization, fees.

Sec. 1. The several counties of the state of Michigan are authorized and empowered to purchase or make, establish and maintain a system of abstracts of title to all lands in said county; to make and sell abstracts of title and furnish information concerning the conditions of title to such lands and to charge such fees therefor as shall be from time to time determined by the proper authorities of said counties as hereinafter provided. The action of any county in this state heretofore taken or had in compliance with the provisions of this act is declared to be regular and legal.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1380;—CL 1948, 53.141.

53.142 System of abstracts of title; board of supervisors' resolution to purchase equipment, scope.

Sec. 2. Whenever the board of supervisors of any county of this state shall hereafter desire to act under or by virtue of the authority aforesaid, the board of supervisors of such county shall by ordinance or by resolution duly adopted make provision for the purchasing or making, establishing and maintaining of such system or systems of records, indexes, books, files, and methods for the preservation and use of the same as shall meet the requirements of that particular county. The ordinance or resolution may provide for tract index, card index, cross-reference index or system or any other index or reference system or systems as shall in the judgment of said board of supervisors best meet the needs of the county or community to be served.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1381;—CL 1948, 53.142.

53.143 System of abstracts of title; appropriation, powers of board of supervisors.

Sec. 3. Any board of supervisors so acting may appropriate money within the limits allowed by law, enter into or authorize contracts, appoint and employ or authorize the appointment or employment of agents and servants to have charge of, perform labor on and have the care and custody of the books, records, systems and other property of the county and do all things necessary to carry out the provisions of this act.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1382;—CL 1948, 53.143.

53.144 Abstractor; appointment, compensation.

Sec. 4. The ordinance or resolution may provide that the register of deeds shall be the abstractor, or may provide for the appointment or employment of a superintendent or abstractor who shall perform his duties under the supervision of such officer or officers of the county as shall be designated in such ordinance or resolution. The compensation for exercising the functions and performing the duties aforesaid shall be fixed in advance of the election, appointment or employment.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1383;—CL 1948, 53.144.

53.145 Abstractor; powers and duties.

Sec. 5. It shall be the duty of the superintendent or abstractor

(a) To keep and maintain said system of indexes and abstracts up to date at all times, in every particular, promptly entering upon the records of said system every deed, mortgage, release, discharge, attachment, lien, sale, lis pendens, agreement or other transaction appearing on the records of said county in any manner affecting the title to any of the lands in said county;

(b) To promptly make and deliver from time to time abstracts of title to any lands in said county which may at any time be ordered and to collect the fees therefor which may from time to time be fixed and established by the board of supervisors;

(c) To promptly furnish information concerning the condition of title to any such lands to any person

inquiring therefor and collect such fees as may from time to time be fixed and established by the board of supervisors;

(d) To turn over all moneys received to the county treasurer at the end of each month with an itemized statement of all receipts which statement shall remain on file in the office of the county treasurer, and to make such reports of the business of his office as may be required by the ordinance or by resolution of the board of supervisors.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1384;—CL 1948, 53.145.

53.146 Ordinance or resolution supporting verity and accuracy of abstracts; certificate.

Sec. 6. (1) In support of the verity and accuracy of the abstracts made and sold as required by this act the county board of commissioners by the ordinance or by resolution may provide the following:

(a) That the faith and credit of the county shall be pledged to the verity and accuracy of the abstracts.

(b) That the abstractor either is covered by a blanket bond or, before entering upon his or her duties, shall furnish a surety bond, policy of assurance, certificate, or guarantee of a responsible company or association assuring or guaranteeing the verity and accuracy of all abstracts to be issued by the abstractor during his or her term of office.

(c) That a fund in an amount as the board determines shall be created and accumulated in the county treasury by setting aside and depositing in the fund a percentage to be fixed in the ordinance or by resolution out of the proceeds received from each abstract made and sold and that the fund shall stand as a pledge or security for the verity and accuracy of the abstracts.

(d) That the net proceeds to accrue in the future from the making and selling of abstracts shall stand as a pledge or security.

(e) For the procuring of a policy or other contract of assurance of the verity and accuracy of the abstracts and paying for the policy out of net proceeds.

(2) Each of the provisions described in subsection (1) shall be considered to be independent and complete in itself but the ordinance or resolution may adopt 2 or more of those provisions. Each abstract shall have attached a certificate that all conveyances and other matters of record in the public offices of the county affecting the title to the property covered by the abstract are correctly set forth in the abstract or a certificate of a lesser extent as may be provided in the ordinance or resolution. The certificate shall be signed

....., County abstractor ofcounty
Name of abstractor. Name of county.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1385;—CL 1948, 53.146;—Am. 1978, Act 585, Imd. Eff. Jan. 3, 1979.

53.147 System of abstracts of title; public inspection.

Sec. 7. All books, records, indexes and memoranda of the systems hereby authorized shall at all reasonable hours be open for inspection by any person lawfully entitled to have access thereto under such reasonable rules and regulations and subject to such fees and charges as may be from time to time established by the abstractor, subject to such limitations and restrictions, if any, as may be from time to time made by the board of supervisors.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1386;—CL 1948, 53.147.

53.148 Intent of act.

Sec. 8. This act is intended to be declaratory of the existing rights and powers of counties acting by and through their boards of supervisors and to provide a definite and uniform method for the exercise thereof, but if necessary to its validity or operative effect this act shall be deemed to be a grant of rights and powers.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1387;—CL 1948, 53.148.

53.151 Scope of act; referendum on adoption; tract index, establishment.

Sec. 11. The provisions of this act shall apply only to counties having a population of 900,000 and upwards and those counties that now have county abstract books and are operating abstract offices: Provided, That upon the petition of not less than 8 per centum of the electors of any county not coming within the provisions of this act according to the vote cast for secretary of state in said county at the last general election presented to the board of supervisors of such county at any regular or special meeting of said board, it shall be the duty of said board to submit to the electors of said county the proposal for said county to own and operate an abstract office and the books, indexes, etc., necessary for the conducting of such abstract office, at the next general election or at a special election called for that purpose: And provided further, That any county in which such proposition shall have been so submitted it shall require a majority vote of the ballots cast on such proposition favoring such proposition before the same shall be adopted: Provided further, That the board of

supervisors of any county having a population less than 900,000 may establish and provide for a tract index in said county by a majority vote of the board of supervisors, and no petition signed by electors shall be required to be filed with the board of supervisors to authorize the establishment and maintenance of such tract indexes. All acts or parts of acts whether local or general in conflict with the provisions of this act are hereby repealed.

History: 1921, Act 378, Eff. Aug. 18, 1921;—CL 1929, 1390;—Am. 1941, Act 32, Eff. Jan. 10, 1942;—CL 1948, 53.151.

53.152 Violation of MCL 168.1 to 168.992 applicable to petitions; penalties.

Sec. 12. A petition under section 11, including the circulation and signing of the petition, is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488. A person who violates a provision of the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992, applicable to a petition described in this section is subject to the penalties prescribed for that violation in the Michigan election law, 1954 PA 116, MCL 168.1 to 168.992.

History: Add. 1998, Act 155, Eff. Mar. 23, 1999.

CHAPTER 48. COUNTY TREASURERS REVISED STATUTES OF 1846

CHAPTER 14

Chapter 14. Of County Officers.

OF THE COUNTY TREASURER.

48.35 County treasurer; bond; cost.

Sec. 35. As determined by the county board of commissioners, the county treasurer either shall be covered by a blanket bond or shall give a bond of a surety company authorized to do business in this state for the faithful and proper discharge of the duties of the county treasurer's office and the duties required by virtue of the office of county treasurer as directed under this chapter. The cost of the individual bond shall be paid from the general fund of the county.

History: R.S. 1846, Ch. 14;—CL 1857, 377;—CL 1871, 511;—Am. 1877, Act 107, Eff. Aug. 21, 1877;—How. 519;—CL 1897, 2534;—CL 1915, 2361;—Am. 1923, Act 59, Eff. Aug. 30, 1923;—CL 1929, 1261;—Am. 1937, Act 236, Eff. Oct. 29, 1937;—CL 1948, 48.35;—Am. 1964, Act 255, Imd. Eff. May 28, 1964;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

48.36 County treasurer; bond; contents; amount; sureties.

Sec. 36. Whichever bond is required under section 35 of this chapter shall be conditioned that the person shall faithfully and properly execute the person's duty and trust, and that the treasurer shall pay according to law all money which shall come to the treasurer's hands as treasurer, and will render a just and true account of that money at any time required by the county board of commissioners, or by law, and that the treasurer shall deliver over to the treasurer's successor in office, or to any other person authorized by law to receive the same, all money, books, papers, and other things appertaining or belonging to the office. If an individual bond for the county treasurer is required, it shall be in an amount as determined by the county board of commissioners and shall be given to the county board of commissioners with 3 or more sufficient sureties as determined by the county board of commissioners. Further, if an individual bond for the county treasurer is required and if the county board of commissioners neglects or refuses, for the period of 20 days after the commencement of the term for which the treasurer was elected, to approve of the sufficiency of the sureties to the bond, or direct the sum in which the same shall be given, the circuit judge, on application of the treasurer elect, may approve of the sufficiency of the sureties of the bond, on being satisfied of their pecuniary responsibility to meet the exigency of the bond, and may direct the sum for which the bond shall be given, not however in a less sum than that directed for the treasurer's predecessor.

History: R.S. 1846, Ch. 14;—CL 1857, 378;—Am. 1859, Act 57, Imd. Eff. Feb. 4, 1859;—CL 1871, 512;—How. 520;—CL 1897, 2535;—CL 1915, 2362;—CL 1929, 1262;—CL 1948, 48.36;—Am. 1958, Act 115, Eff. Sept. 13, 1958;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

48.37 Deputy; appointment, duties, oath, and bond; employment and bond of personnel; liability for acts, defaults, and misconduct; prosecution.

Sec. 37. The county treasurer shall appoint a deputy, who, in the absence of the treasurer from the office, or in case of a vacancy in the office, or a disability of the treasurer to perform the duties of the office, may perform all the duties of the office of treasurer, until the vacancy is filled or the disability is removed. The county treasurer may revoke those appointments at any time. The deputy shall qualify by taking the constitutional oath of office and filing a bond, if the county board of commissioners determines that an individual bond is necessary. The treasurer may employ personnel necessary and approved by the county board of commissioners. In a county having a civil service, employment of personnel shall be in accordance with Act No. 370 of the Public Acts of 1941, as amended, being sections 38.401 to 38.428 of the Michigan Compiled Laws. All appointments and revocations of appointments shall be in writing. A treasurer shall not be responsible for the acts, defaults, and misconduct in office of a deputy or any other employee in the treasurer's office accruing without the knowledge or negligence of the treasurer. Each employee, before entering upon the duties of office, shall execute and file an individual bond, for the faithful performance of duties in the amount, form, and manner prescribed by the county board of commissioners, if the county board of commissioners determines that an individual bond is necessary. The deputy or other employee shall be liable for the deputy's or employee's acts, defaults, and misconduct in office in the same manner as the treasurer or the treasurer's executors and administrators would otherwise be liable, and actions for those acts, defaults, and misconduct shall be prosecuted directly against the deputy or other employee, and the appropriate surety.

History: R.S. 1846, Ch. 14;—CL 1857, 379;—CL 1871, 513;—How. 521;—CL 1897, 2536;—CL 1915, 2363;—CL 1929, 1263;—CL 1948, 48.37;—Am. 1958, Act 115, Eff. Sept. 13, 1958;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

48.39 County treasurer; persons ineligible for office.

Sec. 39. No person holding the office of prosecuting attorney, judge of a county court, county clerk, supervisor or sheriff, shall hold the office of county treasurer.

History: R.S. 1846, Ch. 14;—CL 1857, 381;—CL 1871, 515;—How. 523;—CL 1897, 2538;—CL 1915, 2365;—CL 1929, 1265;—CL 1948, 48.39.

48.40 County treasurer; duties as to county moneys.

Sec. 40. It shall be the duty of the county treasurer to receive all moneys belonging to the county, from whatever source they may be derived; and all moneys received by him for the use of the county, shall be paid by him only on the order of the board of supervisors, signed by their clerk, and countersigned by their chairman, except when special provision for the payment thereof is or shall be otherwise made by law.

History: R.S. 1846, Ch. 14;—CL 1857, 382;—CL 1871, 516;—How. 524;—CL 1897, 2539;—CL 1915, 2366;—CL 1929, 1266;—CL 1948, 48.40.

48.40a County treasurer; bond; amount; payment; report.

Sec. 40a. (1) Beginning December 31, 2007, as determined by the county board of commissioners, the county treasurer either shall be covered by a blanket bond in an amount not less than \$1,000,000.00 or shall give a bond of a surety company authorized to do business in this state in an amount not less than \$1,000,000.00 for the faithful and proper discharge of the duties of the county treasurer's office and the duties required by virtue of the office of county treasurer as directed under this chapter. The cost of the individual bond shall be paid from the general fund of the county.

(2) Before January 1 of each year, the county treasurer shall provide a written report to the county board of commissioners that indicates that the bond required under subsection (1) is valid for the upcoming year and that the amount of the bond meets or exceeds the statutory threshold amount as provided in subsection (1). A copy of the bond required under subsection (1) shall be attached to the written report provided to the county board of commissioners under this subsection.

History: Add. 2007, Act 211, Imd. Eff. Dec. 27, 2007.

48.41 County treasurer; exhibition of accounts to board of supervisors.

Sec. 41. At the annual meeting of the board of supervisors, or at such other time as they shall direct, the county treasurer shall exhibit to them all his books and accounts, and all vouchers relating to the same, to be audited and allowed: Provided, That such vouchers and/or duplicate copies in the office of the county clerk may be destroyed at the expiration of 10 years after being so audited and allowed.

History: R.S. 1846, Ch. 14;—CL 1857, 383;—CL 1871, 517;—How. 525;—CL 1897, 2540;—CL 1915, 2367;—CL 1929, 1267;—Am. 1937, Act 7, Eff. Oct. 29, 1937;—CL 1948, 48.41.

48.42 County treasurer; delivery of records to successor.

Sec. 42. Upon the death, resignation, or removal from office, of any county treasurer, all the books and papers belonging to his office, and all moneys in his hands by virtue of his office, shall be delivered to his successor in office, upon the oath of the preceding county treasurer, or in case of his death upon the oath of his executors or administrators.

History: R.S. 1846, Ch. 14;—CL 1857, 384;—CL 1871, 518;—How. 526;—CL 1897, 2541;—CL 1915, 2368;—CL 1929, 1268;—CL 1948, 48.42.

48.43 County treasurer; compensation.

Sec. 43. (1) The county treasurer shall receive for his or her services, compensation as the county board of commissioners considers reasonable.

(2) Notwithstanding subsection (1), for a county which has a county officers compensation commission, the compensation of the county treasurer of that county shall be determined by that commission.

History: R.S. 1846, Ch. 14;—CL 1857, 385;—CL 1871, 519;—How. 527;—CL 1897, 2542;—CL 1915, 2369;—CL 1929, 1269;—CL 1948, 48.43;—Am. 1978, Act 489, Imd. Eff. Dec. 1, 1978.

48.44 County treasurer; insurance of public buildings.

Sec. 44. When directed by the board of supervisors, the county treasurer shall cause to be insured any or all the public buildings belonging to the county, as said board shall direct, and the insurance thereon shall be taken in the name of the treasurer, and his successors in office: Provided, That in such counties as shall have a

board of county auditors, said board of county auditors shall, when directed by the board of supervisors of said county, cause to be insured any or all of the public buildings belonging to said county or any other property, real or personal, belonging to said county, as said board of supervisors shall direct, and the insurance thereon shall be taken in the name of the county treasurer and his successors in office.

History: R.S. 1846, Ch. 14;—CL 1857, 386;—CL 1871, 520;—How. 528;—CL 1897, 2543;—CL 1915, 2370;—Am. 1925, Act 151, Eff. Aug. 27, 1925;—CL 1929, 1270;—CL 1948, 48.44.

Former law: See Act 104 of 1840.

48.45 County treasurers; collection of moneys due for damage to insured public buildings, disposition.

Sec. 45. In case of the destruction of, or damage done to the buildings so insured, the treasurer shall have authority, and it shall be his duty, to demand and receive the moneys which shall be due on account of such insurance, and in case of neglect or refusal to pay the same, he shall sue for and collect such moneys in his name of office whenever directed by the board of supervisors, and pay the same into the county treasury, to be used in repairing or rebuilding such public buildings.

History: R.S. 1846, Ch. 14;—CL 1857, 387;—CL 1871, 521;—How. 529;—CL 1897, 2544;—CL 1915, 2371;—CL 1929, 1271;—CL 1948, 48.45.

48.46 Action on bond.

Sec. 46. If a county treasurer is required to give an individual bond and if the condition of the county treasurer's bond is forfeited, to the knowledge of the county board of commissioners, the county board of commissioners shall initiate an action on the bond.

History: R.S. 1846, Ch. 14;—CL 1857, 388;—CL 1871, 522;—How. 530;—CL 1897, 2545;—CL 1915, 2372;—CL 1929, 1272;—CL 1948, 48.46;—Am. 1978, Act 635, Imd. Eff. Jan. 8, 1979.

48.47 County treasurer's bond; moneys recovered in suit, disposition.

Sec. 47. All moneys recovered in any such action, shall be applied by the board of supervisors to the use of the county, or to such other use or uses as the same ought properly to be applied to.

History: R.S. 1846, Ch. 14;—CL 1857, 389;—CL 1871, 523;—How. 531;—CL 1897, 2546;—CL 1915, 2373;—CL 1929, 1273;—CL 1948, 48.47.

48.48 County treasurer; location of office.

Sec. 48. The county treasurer shall keep his office at the seat of justice for the county.

History: R.S. 1846, Ch. 14;—CL 1857, 390;—CL 1871, 524;—How. 532;—CL 1897, 2547;—CL 1915, 2374;—CL 1929, 1274;—CL 1948, 48.48.

TRANSCRIPTS AND ABSTRACTS OF RECORDS
Act 161 of 1895

AN ACT to require county treasurers to furnish transcripts and abstracts of records, and fixing the fees to be paid therefor.

History: 1895, Act 161, Eff. Aug. 30, 1895.

The People of the State of Michigan enact:

48.101 Transcript and abstract of paper or record; request; fees; disposition of money; imposition of fees by certain charter counties; maximum charge per parcel record; electronic copy of records; resale for commercial purposes prohibited; "qualified data file" defined.

Sec. 1. (1) Except as provided in subsection (6), a county treasurer shall make upon request a transcript of any paper or record on file in the treasurer's office for the following fees:

(a) For an abstract of taxes on any description of land, 25 cents for each year covered by the abstract.

(b) For an abstract with statement of name and residence of taxpayers, 25 cents per year for each description of land covered by the abstract.

(c) For 1 copy of any paper or document, at the rate of 25 cents per 100 words.

(d) For each certificate, 25 cents.

(2) For statements in respect to the payment of taxes required by section 135 of the general property tax act, 1893 PA 206, MCL 211.135, except as provided in subsection (6), the county treasurer shall collect 20 cents for each description of land contained in the certificate, but the total amount paid shall not be less than \$1.00, or beginning July 1, 2015, \$5.00.

(3) An abstract, list, copy, or statement made as required by this act shall not be furnished for a sum less than 50 cents.

(4) All money collected under this act shall be credited to the general fund of the county.

(5) Except as provided in subsection (6), a charter county with a population of more than 2,000,000 may impose by ordinance a different amount for the fees prescribed by this section. A charter county shall not impose a fee that is greater than the cost of the service for which the fee is charged.

(6) The maximum charge shall be \$0.25 per parcel record, not to exceed \$1,500.00 for each request under this section, if the request is for an electronic copy of records in a qualified data file that is maintained with the county treasurer. A response to a request for an electronic copy of records in the qualified data file shall be transmitted electronically using a format that is documented by an open standards organization and that has defined, delimited fields.

(7) Copies of records obtained under subsection (6) may not be resold for a commercial purpose.

(8) As used in this act, "qualified data file" means an electronic data file that includes at least the following information in the record for each parcel of real property in the county for the current tax year:

(a) The taxable value.

(b) The state equalized value.

(c) The assessed value.

(d) Past sale data.

(e) Property classification.

(f) Property address.

(g) Parcel identification number.

(h) Owner name and address.

(i) Taxpayer name and address.

(j) Principal residence status.

(k) Other tax equalization data.

(l) Special assessments.

(m) Total millage rate.

(n) Enumerated millage list.

(o) Tax bill amount for winter tax bill.

(p) Tax bill amount for summer tax bill.

History: 1895, Act 161, Eff. Aug. 30, 1895;—Am. 1897, Act 21, Eff. Aug. 30, 1897;—CL 1897, 2548;—Am. 1899, Act 211, Eff. Sept. 23, 1899;—Am. 1903, Act 173, Eff. Sept. 17, 1903;—CL 1915, 2375;—CL 1929, 1275;—CL 1948, 48.101;—Am. 1949, Act 101, Imd. Eff. May 17, 1949;—Am. 1957, Act 49, Eff. Sept. 27, 1957;—Am. 1974, Act 141, Imd. Eff. June 5, 1974;—Am. 1984, Act 291,

Imd. Eff. Dec. 20, 1984;—Am. 2015, Act 39, Imd. Eff. June 1, 2015.

OFFICE OF COUNTY TREASURER
Act 90 of 1919

AN ACT to prohibit the establishing or maintaining of any county office in connection with the county treasurer's office in any county in this state, and to provide a separate office for the county treasurer.

History: 1919, Act 90, Eff. Aug. 14, 1919.

The People of the State of Michigan enact:

48.121 County treasurer; maintenance of office in conjunction with other offices prohibited.

Sec. 1. It shall be unlawful to establish or maintain any county office in connection with the county treasurer's office in any county in this state.

History: 1919, Act 90, Eff. Aug. 14, 1919;—CL 1929, 1276;—CL 1948, 48.121.

48.122 County treasurer; separate office provided.

Sec. 2. The boards of supervisors of each county in this state shall provide a separate and distinct office for the county treasurer of their respective county.

History: 1919, Act 90, Eff. Aug. 14, 1919;—CL 1929, 1277;—CL 1948, 48.122.

DUPLICATE RECEIPTS FOR MONEYS
Act 27 of 1861

48.141, 48.142 Repealed. 1968, Act 180, Imd. Eff. June 20, 1968.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: March 3, 2021
SUBJECT: Part Time Wage Scale

SUMMARY OF ITEM TO BE PRESENTED:

The HR/Public Safety Committee has recognized a need to establish a wage scale for each of the County's part time positions. Some of those positions are now aligned with existing wages scales, and a wage scale for the Community Corrections Substance Abuse Tester position was established in 2020.

The remaining part time positions not in a wage scale are Animal Shelter Attendant and Court Bailiff. The below proposed wage scales follow the \$0.25 step increase established for the Substance Abuse Tester and include step increase levels at the equivalent of 6 months, 1 year, 2 years, and 3 years. A six month step increase was included to align with the existing union contracts at the Sheriff's Office. At this point, no 2021 budget amendment is expected to be needed if the wage scales are approved.

Also, the approved hours for the Substance Abuse Tester step increases are currently based on a 37.5 hour workweek, and are incorrect (at 1950, 3900, 5850 & 7800). The below corrects that error. The Community Corrections Manager has been notified of the proposed change.

WEXFORD COUNTY - Part Time Wage Scales

Community Corrections

	2020	2021				
		Start	After 2080 hours worked	After 4160 hours worked	After 6240 hours worked	After 8320 hours worked
Substance Abuse Tester	\$14.25	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75

Sheriff's Office

	2020	2021				
		Start	After 1040 hours worked	After 2080 hours worked	After 4160 hours worked	After 6240 hours worked
Animal Shelter Attendant	\$12.00	\$12.00	\$12.25	\$12.50	\$12.75	\$13.00
Court Bailiff	\$21.53	\$21.53	\$21.78	\$22.03	\$22.28	\$22.53

RECOMMENDATION:

Both the Human Resources/Public Safety Committee and the Finance Committee agreed to forward the information to the full board for approval.



Wexford County

Request for Board of Commissioner Action

Department: Dispatch
Submitted by: Director Duane Alworden
Subject: Viper 911 Phone upgrade
Committee: Finance
Committee Meeting Date: Feb/24/2021
BOC Meeting Date: Mar/3/2021

Action Request (proposed motion for the Board to consider):

Approval for the Viper 911 upgrade.

Financial Information (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

12,000 dollars will be the cost share of a grant that Wexford County Central Dispatch will have to pay. This was budgeted for 2021.

Summary (explain why the action is necessary and the desired outcome after implementation):

This will be a major upgrade to our 911 viper phone system. We are part of a \$373,000 grant along with Grand Traverse, CCE, Kalkaska, Antrim, Missaukee counties. This grant was rewarded to us and we are now starting the process.

Timeline (if request is approved at BOC meeting date noted above):

As soon as the board approves the upgrade, installation will begin.

List of Attachments:

Intrado Order

1. Information

Customer Name	Grand Traverse County, MI CHARLEVOIX CHEBOYGAN EMMET COUNTY CENTRAL DISPATCH AUTHORITY ("CCE") ANTRIM COUNTY, MI KALKASKA COUNTY, MI MISSAUKEE COUNTY, MI WEXFORD COUNTY, MI
Order Effective Date	Latest date signed below.
Initial Term	<ul style="list-style-type: none"> • Commencing on Order Effective Date • Power Metrics services under Quote #61974 v4 ending 60 months after Acceptance • VIPER services under Quote #53755 v4 ending 12 months after Acceptance
Governing Agreement	Intrado Call Handling Legal Terms dated September 16, 2020, as modified and attached hereto (" <u>Exhibit C</u> ") and Intrado Call Handling CPE Standard Maintenance and Support Services (" <u>MSS Terms</u> ") attached hereto (" <u>Exhibit D</u> ")

2. Services Description

Intrado Life & Safety Solutions Corp ("Intrado") will provide the products and services at the prices described in the attached Quote #53755 v4 ("Exhibit A") and Quote #61974 v4 ("Exhibit B").

3. Payments, Contractual Relationship.

The attached Quotes reference Services for each of the Customers listed above. For clarity, Grand Traverse County, CCE, Antrim County, Kalkaska County, Missaukee County, and Wexford County are responsible for payment of all amounts under Quote 61974 which relate to each applicable County, and for compliance with the terms of this Order with respect to such Services. CCE is responsible for payment of all amounts under Quote 53755. This Order and its attachments form a separate agreement between Intrado and each of the above Customers. No purchase order is required for any of these Services.

4. Payment Terms

The payment terms for the services in Exhibit A will differ from the terms set forth in Section 14.1 of Exhibit C. Instead, the following payment terms will apply for those services:

- 25% on Order Effective Date
- 25% on shipment
- 50% at final Acceptance Date

5. Entire Agreement

This Order is made under the Governing Agreement first referenced above. This Order and its Exhibits, along with the Governing Agreement, constitute the parties' entire agreement and supersede any prior written or oral agreements related to its subject matter. The order of precedence for any conflicts is: (i) this Order; (ii) Exhibit A; (iii) Exhibit B; (iv) Exhibit C; and (v) Exhibit D. This Order may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

GRAND TRAVERSE COUNTY, MI

Authorized Signature

Name Typed or Printed

Title

Date signed

INTRADO LIFE & SAFETY SOLUTIONS CORP.

DocuSigned by:

Beth A. Meek

Authorized Signature

Beth A. Meek

Name Typed or Printed

SVP

Title

Feb-18-2021

Date signed

CHARLEVOIX CHEBOYGAN EMMET COUNTY CENTRAL DISPATCH AUTHORITY ("CCE")

Pamela A Woodbury

Authorized Signature

Pamela A Woodbury

Name Typed or Printed

Executive Director

Title

February 18, 2021

Date signed

ANTRIM COUNTY, MI

Authorized Signature

Name Typed or Printed

Title

Date signed

KALKASKA COUNTY, MI

Authorized Signature

Name Typed or Printed

Title

Date signed

MISSAUKEE COUNTY, MI

Authorized Signature

Name Typed or Printed

Title

Date signed

WEXFORD COUNTY, MI

Authorized Signature

Name Typed or Printed

Title

Date signed

Exhibit A

Quote #53755 v4

-See Attached-

Exhibit B

Quote #61974 v4

-See Attached-

Exhibit C

Intrado Call Handling Legal Terms, September 16, 2020, as modified

-See Attached-

Exhibit D

**Intrado Call Handling CPE Standard Maintenance and Support Services,
as modified**

-See Attached-

Exhibit A

Quote #53755 v4

-See Attached-

Company Name: Intrado Life & Safety Solutions Corp

System Upgrade

for

Grand Traverse, MI

(Direct Sale)

Quote Number: 53755

Version: 5

January 20, 2021

Summary All Sites

Item	Cost
Grand Traverse Node A	\$142,681.43
CCE Central Dispatch Node B	\$134,490.15
Antrim County Remote	\$8,774.50
Kalkaska County Remote	\$8,774.50
Missaukee County Remote	\$8,774.50
Wexford County Remote	\$8,774.50
<hr/>	
Total:	\$312,269.58

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$171,272.75	\$116,962.33		\$24,034.50	\$312,269.58
Totals	\$171,272.75	\$116,962.33		\$24,034.50	\$312,269.58

Summary - Grand Traverse Node A

Item	Cost
Systems	\$86,771.75
Services	\$42,459.18
Maintenance	\$13,450.50
<hr/>	
Total:	\$142,681.43

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$86,771.75	\$42,459.18		\$13,450.50	\$142,681.43
Totals	\$86,771.75	\$42,459.18		\$13,450.50	\$142,681.43

Configuration Parameters - Grand Traverse Node A**Site Configuration**

Total Positions	7 Power Stations, 1 Laptop
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	Up to 8
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Not Included
PowerOPS	Not Included
VIPER ACD	Not Included
Add-on for Radio Recorder	Included

Systems

VIPER	\$27,702.50
Power Stations	\$30,535.50
Power 911	\$0.00
Laptops	\$6,006.75
Power 911 Hardware	\$5,877.00
Common Hardware	\$5,200.00
Peripheral Hardware	\$5,740.00
Network Equipment	\$6,960.00

Professional Services

Staging	\$3,500.00
Project Survey	\$3,350.00
Installation	\$16,950.00
System Architect	\$3,000.00
CCS Training	\$3,350.00
Project Management Services	\$11,059.18

Maintenance

Software Subscription	\$9,607.50
Software Protection and Remote Tech Support	\$3,843.00

Site: Grand Traverse Node A

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912817/BB	7 Foot Cabinet Prebuilt Building Block	1			
912890/BB	Media Kit Prebuilt Building Block	1			
912800	VIPER Gateway Shelf	1			
912811/U	Application Server Position Access License Upgrade	8			
912812/U	PBX Access License Upgrade	7			
911834	AIM G3	2			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	7			
C10036	Power Cord Cable with A/C twist lock connector	3			
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2			
912716/S	Cisco Stacking module for C2960-X	2			
				Subtotal	\$27,702.50

Power Stations

914121/1	IWS Workstation - Software and Configuration	6			
911801	A9C G3, Desk Mounting Kit	6			
911809	A9C G3, Call Handling Accessories	6			
911810-1	A9C G3 : Bundle	6			
911785	Position Image - Power Station Gen3	1			
				Subtotal	\$30,535.50

Power 911

913100/BAK/U	Power 911 Backup License Upgrade	1			
913100/U	Power 911 Client Access License Upgrade	6			
913152/U	Power 911 Add-on Recorder for Radio Upgrade	7			
913202/U	Power 911 Server Access License Upgrade	7			
913152/CD	ITRR Media Kit	1			
				Subtotal	\$0.00

Laptops

914114/1	IWS Laptop with backpack	1			
914121/1	IWS Workstation - Software and Configuration	1			
914158	Laptop VPN Support License	1			
914158/CD	Laptop VPN - Installation Media	1			
913850/S	IWS Viper Enabling Kit (Sonic)	1			
				Subtotal	\$6,006.75

Power 911 Hardware

914961	IWS Server RACK Bundle - Type B	1		
			Subtotal	\$5,877.00

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1		
P10114/R	Backup Disk Solution for Windows Server (Rack-Mount)	1		
			Subtotal	\$5,200.00

Peripheral Hardware

915109/P	Alarm Panel (Includes Power Supply)	1		
960103	Network Cabling	19		
			Subtotal	\$5,740.00

Network Equipment

912833	Router for VIPER	2		
914148	Firewall Appliance	2		
914148/CD	Call Handling Firewall - Media Set	1		
			Subtotal	\$6,960.00

Staging

950852	Front Room Equipment Staging - Per Position	7		
950853	Back Room Equipment Staging - Per Cabinet	1		
			Subtotal	\$3,500.00

Project Survey

950100	Project Survey (per Site)	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			Subtotal	\$3,350.00

Installation

950104	Professional Services (per Day)	9		
960575	Living Expense per Day per Person	11		
960580	Travel Fee per Person	1		
			Subtotal	\$16,950.00

System Architect

950516	Network Provisioning Services per day	2		
			Subtotal	\$3,000.00
CCS Training				
P10087	CCS Training	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			Subtotal	\$3,350.00
Project Management Services				
950510	Project Management Services	1		
			Subtotal	\$11,059.18
Software Subscription				
950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 1	1		
950999/SUB1/1	Software Subscription Service - /Position Year 1	6		
			Subtotal	\$9,607.50
Software Protection and Remote Tech Support				
950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 1	1		
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 1	6		
			Subtotal	\$3,843.00
			Total	\$142,681.43

Summary - CCE Central Dispatch Node B

Item	Cost
Systems	\$84,501.00
Services	\$39,405.15
Maintenance	\$10,584.00
<hr/>	
Total:	\$134,490.15

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Totals
Year 1	\$84,501.00	\$39,405.15		\$10,584.00	\$134,490.15
Totals	\$84,501.00	\$39,405.15		\$10,584.00	\$134,490.15

Configuration Parameters - CCE Central Dispatch Node B**Site Configuration**

Total Positions	8
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Included
PowerOPS	Included
VIPER ACD	0
Add-on for Radio Recorder	Included

Systems

VIPER	\$24,860.00
Power Stations	\$40,689.00
Power 911	\$0.00
Object Server Hardware	\$5,452.00
Common Hardware	\$1,800.00
Peripheral Hardware	\$6,990.00
Network Equipment	\$6,960.00

Professional Services

Staging	\$3,750.00
Project Survey	\$3,350.00
Installation	\$13,550.00
System Architect	\$3,000.00
CCS Training	\$3,350.00
Project Management Services	\$10,155.15

Maintenance

Software Subscription	\$7,560.00
Software Protection and Remote Tech Support	\$3,024.00

Site: CCE Central Dispatch Node B

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912802/2	VIPER Primary Application Server	1			
912803/2	VIPER Primary VoIP Soft Switch	1			
912822/2	VIPER Secondary Application Server	1			
912823/2	VIPER Secondary VoIP Soft Switch	1			
912890/BB	Media Kit Prebuilt Building Block	1			
912920/U	ECCP Workstation License Upgrade	8			
912811/U	Application Server Position Access License Upgrade	9			
912812/U	PBX Access License Upgrade	8			
912817	7 Foot IT Cabinet	1			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	8			
C10036	Power Cord Cable with A/C twist lock connector	3			
912716/24	Cisco C2960X-24TS-L 24 port switch (without stacking module)	2			
912716/S	Cisco Stacking module for C2960-X	2			
				Subtotal	\$24,860.00

Power Stations

914121/1	IWS Workstation - Software and Configuration	8			
911801	A9C G3, Desk Mounting Kit	8			
911809	A9C G3, Call Handling Accessories	8			
911810-1	A9C G3 : Bundle	8			
911785	Position Image - Power Station Gen3	1			
				Subtotal	\$40,689.00

Power 911

913100/U	Power 911 Client Access License Upgrade	8			
913152/U	Power 911 Add-on Recorder for Radio Upgrade	8			
913202/U	Power 911 Server Access License Upgrade	8			
913152/CD	ITRR Media Kit	1			
				Subtotal	\$0.00

Object Server Hardware

914121/3	IWS Object Server - Underlying Software	1			
220P000467-401	KIT, DEVICE MASTER PACKAGE	1			
914963	IWS Server RACK - Type B	1			
				Subtotal	\$5,452.00

Common Hardware

914956	1U Keyboard/LCD/Trackball/8-Port KVM	1		
			Subtotal	\$1,800.00

Peripheral Hardware

915109/P	Alarm Panel (Includes Power Supply)	1		
960103	Network Cabling	24		
			Subtotal	\$6,990.00

Network Equipment

912833	Router for VIPER	2		
914148	Firewall Appliance	2		
914148/CD	Call Handling Firewall - Media Set	1		
			Subtotal	\$6,960.00

Staging

950852	Front Room Equipment Staging - Per Position	8		
950853	Back Room Equipment Staging - Per Cabinet	1		
			Subtotal	\$3,750.00

Project Survey

950100	Project Survey (per Site)	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			Subtotal	\$3,350.00

Installation

950104	Professional Services (per Day)	7		
960575	Living Expense per Day per Person	9		
960580	Travel Fee per Person	1		
			Subtotal	\$13,550.00

System Architect

950516	Network Provisioning Services per day	2		
			Subtotal	\$3,000.00

CCS Training

P10087	CCS Training	1		
960575	Living Expense per Day per Person	3		
960580	Travel Fee per Person	1		
			Subtotal	\$3,350.00

Project Management Services

950510	Project Management Services	1		
			Subtotal	\$10,155.15

Software Subscription

950999/SUB1-BU/1	Software Sub Service - /Position - Back Up Position Year 1	3		
950999/SUB1-S/1	Software Sub Service - /Position - Supplemental Position Year 1	1		
950999/SUB1/1	Software Subscription Service - /Position Year 1	4		
			Subtotal	\$7,560.00

Software Protection and Remote Tech Support

950999/PRO1-BU/1	Soft Protect and Remote Tech Support - /Pos - Back Up Pos Year 1	3		
950999/PRO-S/1	Soft Protect and Remote Tech Support - /Pos - Supplemental Pos Year 1	1		
950999/PRO1/1	Software Protection and Remote Technical Support - /Position Year 1	4		
			Subtotal	\$3,024.00
			Total	\$134,490.15

Summary - Antrim County Remote

Item	Cost
Systems	\$0.00
Services	\$8,774.50
Total:	\$8,774.50

Configuration Parameters - Antrim County Remote**Site Configuration**

Total Positions	3
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

VIPER	\$0.00
Power 911	\$0.00
MapFlex	\$0.00

Professional Services

Installation	\$5,050.00
System Architect	\$1,500.00
CCS Training	\$1,500.00
Project Management Services	\$724.50

Site: Antrim County Remote

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1			
912920/U	ECCP Workstation License Upgrade	3			
912803/U	VIPER Primary VoIP Soft Switch Upgrade	1			
912811/U	Application Server Position Access License Upgrade	4			
912812/U	PBX Access License Upgrade	6			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	3			
				Subtotal	\$0.00
Power 911					
913100/BAK/U	Power 911 Backup License Upgrade	1			
913100/U	Power 911 Client Access License Upgrade	2			
913202/U	Power 911 Server Access License Upgrade	3			
				Subtotal	\$0.00
MapFlex					
MF-DMS/U	MapFlex 9-1-1 Client Upgrade	2			
MF-SRV/U	MapFlex Server Upgrade	1			
MF-DMSBU/U	MapFlex 9-1-1 Client License Upgrade (Backup)	1			
				Subtotal	\$0.00
Installation					
950104	Professional Services (per Day)	2			
960575	Living Expense per Day per Person	4			
960580	Travel Fee per Person	1			
				Subtotal	\$5,050.00
System Architect					
950516	Network Provisioning Services per day	1			
				Subtotal	\$1,500.00
CCS Training					
P10087	CCS Training	1			
				Subtotal	\$1,500.00

Project Management Services

950510	Project Management Services	1		
			Subtotal	\$724.50
			Total	\$8,774.50

Summary - Kalkaska County Remote

Item	Cost
Systems	\$0.00
Services	\$8,774.50
Total:	\$8,774.50

Configuration Parameters - Kalkaska County Remote

Site Configuration

Total Positions	3
Total Number of E9-1-1 CAMA Trunks	Up to 8
Total Number of FXO Lines	Up to 8
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

VIPER	\$0.00
Power 911	\$0.00
ePrinter	\$0.00

Professional Services

Installation	\$5,050.00
System Architect	\$1,500.00
CCS Training	\$1,500.00
Project Management Services	\$724.50

Site: Kalkaska County Remote

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1			
912801/U	CAMA Interface Module (CIM) Upgrade	2			
912803/U	VIPER Primary VoIP Soft Switch Upgrade	1			
912811/U	Application Server Position Access License Upgrade	4			
912812/U	PBX Access License Upgrade	6			
912814/U	Admin Interface Module (AIM) Upgrade	2			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	3			
				Subtotal	\$0.00
Power 911					
913100/U	Power 911 Client Access License Upgrade	3			
913202/U	Power 911 Server Access License Upgrade	3			
				Subtotal	\$0.00
ePrinter					
917310/U	ePrinter Software Upgrade	1			
				Subtotal	\$0.00
Installation					
950104	Professional Services (per Day)	2			
960575	Living Expense per Day per Person	4			
960580	Travel Fee per Person	1			
				Subtotal	\$5,050.00
System Architect					
950516	Network Provisioning Services per day	1			
				Subtotal	\$1,500.00
CCS Training					
P10087	CCS Training	1			
				Subtotal	\$1,500.00

Project Management Services

950510	Project Management Services	1		
			Subtotal	\$724.50
			Total	\$8,774.50

Summary - Missaukee County Remote

Item	Cost
Systems	\$0.00
Services	\$8,774.50
Total:	\$8,774.50

Configuration Parameters - Missaukee County Remote**Site Configuration**

Total Positions	2
Total Number of E9-1-1 CAMA Trunks	Up to 8
Total Number of FXO Lines	Up to 4
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

VIPER	\$0.00
Power 911	\$0.00
ePrinter	\$0.00

Professional Services

Installation	\$5,050.00
System Architect	\$1,500.00
CCS Training	\$1,500.00
Project Management Services	\$724.50

Site: Missaukee County Remote

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1			
912801/U	CAMA Interface Module (CIM) Upgrade	2			
912803/U	VIPER Primary VoIP Soft Switch Upgrade	1			
912811/U	Application Server Position Access License Upgrade	3			
912812/U	PBX Access License Upgrade	4			
912814/U	Admin Interface Module (AIM) Upgrade	1			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	2			
912925	SIP I/F to 3rd Party PBX License - Per Position	2			
				Subtotal	\$0.00
Power 911					
913100/U	Power 911 Client Access License Upgrade	2			
913202/U	Power 911 Server Access License Upgrade	2			
				Subtotal	\$0.00
ePrinter					
917310/U	ePrinter Software Upgrade	1			
				Subtotal	\$0.00
Installation					
950104	Professional Services (per Day)	2			
960575	Living Expense per Day per Person	4			
960580	Travel Fee per Person	1			
				Subtotal	\$5,050.00
System Architect					
950516	Network Provisioning Services per day	1			
				Subtotal	\$1,500.00
CCS Training					
P10087	CCS Training	1			

			Subtotal	\$1,500.00
Project Management Services				
950510	Project Management Services	1		
			Subtotal	\$724.50
			Total	\$8,774.50

Summary - Wexford County Remote

Item	Cost
Systems	\$0.00
Services	\$8,774.50
Total:	\$8,774.50

Configuration Parameters - Wexford County Remote

Site Configuration

Total Positions	2
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	Up to 8
Total Number of ISDN-PRI channels (T1)	0
SIP	Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Included

Systems

VIPER	\$0.00
Power 911	\$0.00
ePrinter	\$0.00

Professional Services

Installation	\$5,050.00
System Architect	\$1,500.00
CCS Training	\$1,500.00
Project Management Services	\$724.50

Site: Wexford County Remote

Model#	Description	Qty	List Price	Selling Price	Total
VIPER					
912890/BB	Media Kit Prebuilt Building Block	1			
912803/U	VIPER Primary VoIP Soft Switch Upgrade	1			
912811/U	Application Server Position Access License Upgrade	3			
912812/U	PBX Access License Upgrade	4			
912814/U	Admin Interface Module (AIM) Upgrade	2			
P10008	License to Connect Non-Intrado Recording Device	1			
911SIP/U	9-1-1 Ingress via SIP - License per position Upgrade	2			
				Subtotal	\$0.00
Power 911					
913100/U	Power 911 Client Access License Upgrade	2			
913152/U	Power 911 Add-on Recorder for Radio Upgrade	2			
913202/U	Power 911 Server Access License Upgrade	2			
913152/CD	ITRR Media Kit	1			
				Subtotal	\$0.00
ePrinter					
917310/U	ePrinter Software Upgrade	1			
				Subtotal	\$0.00
Installation					
950104	Professional Services (per Day)	2			
960575	Living Expense per Day per Person	4			
960580	Travel Fee per Person	1			
				Subtotal	\$5,050.00
System Architect					
950516	Network Provisioning Services per day	1			
				Subtotal	\$1,500.00
CCS Training					
P10087	CCS Training	1			
				Subtotal	\$1,500.00

Project Management Services

950510	Project Management Services	1		
			Subtotal	\$724.50
			Total	\$8,774.50

Notes

-
- 1** Grand Traverse will connect to the CCE Central Dispatch VIPER in a Multi-Node configuration. All hardware at the 2 Hosts will be replaced, and Maintenance for Year 1 only has been included for the 2 Hosts.
No maintenance or training have been provided for the 4 remote PSAPs. It is assumed that they are current on all maintenance, otherwise additional charges will apply. Antrim, Kalkaska, Missaukee, and Wexford will re-use 100% of their existing hardware. The Remote PSAPs only require software upgrades to bring them from Viper 5.1 and Power 6.4 to VIPER and Power 911 v7. CCS for the 4 remote PSAPs will be administered remotely. Assumes all hardware at the remotes can be reused. Any component deemed too old to upgrade will need to be replaced at Customer's expense.
-

- 2** Customer to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:

Two (2) modems to ALI Database (If not using SIP)

One (1) Network Laser Printer

Amphenol cables and punch blocks

A high-speed internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:

Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Intrado, to reach the Network Switches in the back room.

- 3** All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all Intrado applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
-

- 4** The 3rd Party Recorder Interface Kit provides the following:
-

- 1) Physical IP packet-capture solution. This is the mechanism by which the VIPER SIP and RTP packets are securely shared with the 3rd party recorder.
- 2) VIPER 3rd party recording license. This is the VIPER-side license that enables a 3rd party recorder to have a one-way IP connection to VIPER. One is needed per VIPER node.
- 3) Packet description document. This document details all of the VIPER SIP/RTP messages that are relevant for a 3rd party recorder.

Please note that in all cases, Intrado will not be responsible for the support or provisioning of the 3rd party recorder.

- 5 MapFlex is a 9-1-1 call mapping application which locates incoming calls on a map display using customer GIS data and call location data received from the call handling system.

Customers are required to provide their GIS data for provisioning within MapFlex and are required to maintain their GIS data unless Intrado has been contracted to manage the data on the customer's behalf.

GIS Services Included with MapFlex Deployment

- MapFlex GIS Data Preparation services (creation or re-creation of the customer's GIS data package prior to Final Acceptance)
- Remote MapFlex Configuration services

Post-Deployment GIS Services Included Under an Active Maintenance Services Agreement

- Creation or re-creation of a GIS data package potentially required in support of software "break fix"
- Other GIS data professional services potentially required in support of a bug fix related to software

Post-Deployment GIS Services Not Included Under an Active Maintenance Services Agreement

- MapFlex GIS Data Preparation services (following the initial system setup and installation)
 - MapFlex Data Update Service (one-time or recurring)
 - Re-creation of the GIS data package or other GIS data professional services performed in support of a MapFlex version upgrade
-

- 6 **Professional Services:** This quote represents an estimate of labor costs to perform the work described in this quote. If the amount of labor needed to correct the issue can't be accomplished time allotted in this quote, Intrado will contact the customer representative before performing additional labor. If the actual labor to perform the work is significantly less than the amount quoted, the final charge may be adjusted.
-

- 7 The Project Survey is intended to identify any additional miscellaneous equipment or services required to ensure smooth installation and operation of the quoted system. Additional costs may be incurred upon completion of the Project Survey.
-

8 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as

with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- Intrado resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

- 9** **Software Subscription Service** provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado software. Customers may then request the new release or version from Intrado based on applicability of the release to customer's system. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

- 10** **Software Protection and Remote Technical Support** is a coverage requirement with the purchase and ownership of Intrado CPE system equipment.

Software Protection and Remote Technical Support cannot be deleted from quotes or system orders.

Once a Software Protection and Remote Technical Support service contract is established for the site during system initial purchase, all items subsequently added to the site will not require an additional contract, but the acquisition of additional positions will increase the price of the services.

- a. For sites with one year coverage contracts, the increased price will be reflected in the quote at the next contract renewal point.
- b. For sites with multi-year agreements, the customer will be required to retract the remaining years of the original purchase order and issue a new purchase order for the remaining period covering the original system and new positions.

If a contract for Software Protection and Remote Technical Support expires without renewal, causing a lapse in

coverage, the customer's access to the Support Center will be discontinued and a notification of services termination will be issued. Reinstatement of the lapsed coverage will require the following from the customer:

- a) Payment in full for the lapsed period at the prevailing per-seat rate
- b) Purchase of a new maintenance agreement (one-year or five-year)
- c) System Recertification fees in the form of a Class A inspection at \$1,500.00 per day plus related travel and expense charges.

Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Intrado will publish periodic software release bulletins to customers which announce important product updates for Intrado software. Customers may then request the new update from Intrado based on applicability of the release to customer's system. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	ordermanagement.safetyservices@west.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
PAYMENT	Per Contract
DELIVERY	TBD
VALIDITY	Quote expires on July 26, 2021. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	MDESEVE	Original	May 01, 2020
2	MDESEVE	Moved CCE Central Dispatch onto this quote from 53754 v1 Removed Power Metrics from all sites Removed Call Taker & Admin training from GT & CCE Removed yrs 2-4 maintenance from GT & CCE Validated Installation	May 12, 2020
3	DRICHMOND	Chg maint at CCE Central Dispatch to 4 full, 3 backup, 1 supplemental	May 18, 2020
4	DRICHMOND	Remove Hardware Pro from Y1 of maint	May 27, 2020
5	VYOCKEY	V5-Please refresh the date on the attached quote. Also, we do have 2 AIM's under Grand Traverse Node A that will need swapped out for the new part number. Aside from that, please keep everything else exactly the same.	January 20, 2021

Exhibit B

Quote #61974 v4

-See Attached-

Power Metrics and User Training

for

Grand Traverse County, MI

(Direct Sale)

Quote Number: 61974

Version: 4

November 17, 2020

Summary All Sites

Item	Cost
Grand Traverse	\$1,096.99
CCE	\$1,026.97
Antrim	\$749.85
Kalkaska	\$749.85
Missaukee	\$703.17
Wexford	\$703.17
<hr/>	
Total:	\$5,030.00

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	\$8,000.00	\$15,350.00	\$19,036.00		(\$40,587.28)	\$1,798.72
Year 2			\$19,036.00		(\$18,228.18)	\$807.82
Year 3			\$19,036.00		(\$18,228.18)	\$807.82
Year 4			\$19,036.00		(\$18,228.18)	\$807.82
Year 5			\$19,036.00		(\$18,228.18)	\$807.82
Totals	\$8,000.00	\$15,350.00	\$95,180.00		(\$113,500.00)	\$5,030.00

Summary - Grand Traverse

Item	Cost
Systems	\$4,000.00
Services	\$4,000.00
Recurring Services	\$17,850.00
Discount	(\$24,753.01)
<hr/>	
Total:	\$1,096.99

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	\$4,000.00	\$4,000.00	\$3,570.00		(\$11,079.01)	\$490.99
Year 2			\$3,570.00		(\$3,418.50)	\$151.50
Year 3			\$3,570.00		(\$3,418.50)	\$151.50
Year 4			\$3,570.00		(\$3,418.50)	\$151.50
Year 5			\$3,570.00		(\$3,418.50)	\$151.50
Totals	\$4,000.00	\$4,000.00	\$17,850.00		(\$24,753.01)	\$1,096.99

Configuration Parameters - Grand Traverse

Site Configuration

Total Positions	7
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

Power Metrics Setup Fees	\$4,000.00
DISCOUNT	(\$24,753.01)

Professional Services

Call Taker and Admin Training	\$3,350.00
Project Management Services	\$650.00

Recurring Services

Power Metrics Recurring Services	\$17,850.00
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Model#	Description	Qty	List Price	Selling Price	Total
Power Metrics Setup Fees					
P10193/1	Power Metrics Advanced - Data Collector: single RDDM	1			
				Subtotal	\$4,000.00
Call Taker and Admin Training					
960780	Power 911 Administrator Training	1			
960575	Living Expense per Day per Person	3			
960580	Travel Fee per Person	1			
				Subtotal	\$3,350.00
Project Management Services					
950510	Project Management Services	1			
				Subtotal	\$650.00
Power Metrics Recurring Services					
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 1	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 2	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 3	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 4	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 5	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1			
				Subtotal	\$17,850.00

DISCOUNT

DISCOUNT SVC	Service Discount	1		
DISCOUNT SYST	System Discount	1		
DISCOUNT REC	Recurring Services Discount	1		
SVC				
			Subtotal	(\$24,753.01)
			Total	\$1,096.99

Summary - CCE

Item	Cost
Systems	\$4,000.00
Services	\$2,350.00
Recurring Services	\$17,850.00
Discount	(\$23,173.03)
<hr/>	
Total:	\$1,026.97

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1	\$4,000.00	\$2,350.00	\$3,570.00		(\$9,499.03)	\$420.97
Year 2			\$3,570.00		(\$3,418.50)	\$151.50
Year 3			\$3,570.00		(\$3,418.50)	\$151.50
Year 4			\$3,570.00		(\$3,418.50)	\$151.50
Year 5			\$3,570.00		(\$3,418.50)	\$151.50
Totals	\$4,000.00	\$2,350.00	\$17,850.00		(\$23,173.03)	\$1,026.97

Configuration Parameters - CCE

Site Configuration

Total Positions	8
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

Power Metrics Setup Fees	\$4,000.00
DISCOUNT	(\$23,173.03)

Professional Services

Call Taker and Admin Training	\$1,700.00
Project Management Services	\$650.00

Recurring Services

Power Metrics Recurring Services	\$17,850.00
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Model#	Description	Qty	List Price	Selling Price	Total
Power Metrics Setup Fees					
P10193/1	Power Metrics Advanced - Data Collector: single RDDM	1			
				Subtotal	\$4,000.00
Call Taker and Admin Training					
960780	Power 911 Administrator Training	1			
960575	Living Expense per Day per Person	1			
				Subtotal	\$1,700.00
Project Management Services					
950510	Project Management Services	1			
				Subtotal	\$650.00
Power Metrics Recurring Services					
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 1	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 2	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 3	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 4	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1			
P10207	Power Metrics Advanced - 5-9 pos. annual service per PSAP Year 5	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1			
				Subtotal	\$17,850.00

DISCOUNT

DISCOUNT SVC	Service Discount	1		
DISCOUNT SYST	System Discount	1		
DISCOUNT REC	Recurring Services Discount	1		
SVC				
			Subtotal	(\$23,173.03)
			Total	\$1,026.97

Summary - Antrim

Item	Cost
Services	\$2,250.00
Recurring Services	\$15,420.00
Discount	(\$16,920.15)
<hr/>	
Total:	\$749.85

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1		\$2,250.00	\$3,084.00		(\$5,107.63)	\$226.37
Year 2			\$3,084.00		(\$2,953.13)	\$130.87
Year 3			\$3,084.00		(\$2,953.13)	\$130.87
Year 4			\$3,084.00		(\$2,953.13)	\$130.87
Year 5			\$3,084.00		(\$2,953.13)	\$130.87
Totals		\$2,250.00	\$15,420.00		(\$16,920.15)	\$749.85

Configuration Parameters - Antrim

Site Configuration

Total Positions	3
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

Power Metrics Setup Fees	\$2,250.00
DISCOUNT	(\$16,920.15)

Recurring Services

Power Metrics Recurring Services	\$15,420.00
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Model#	Description	Qty	List Price	Selling Price	Total
Power Metrics Setup Fees					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1			
				Subtotal	\$2,250.00
Power Metrics Recurring Services					
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 1	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 2	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 3	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 4	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 5	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1			
				Subtotal	\$15,420.00
DISCOUNT					
DISCOUNT SVC	Service Discount	1			
DISCOUNT REC SVC	Recurring Services Discount	1			
				Subtotal	(\$16,920.15)
				Total	\$749.85

Summary - Kalkaska

Item	Cost
Services	\$2,250.00
Recurring Services	\$15,420.00
Discount	(\$16,920.15)
<hr/>	
Total:	\$749.85

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1		\$2,250.00	\$3,084.00		(\$5,107.63)	\$226.37
Year 2			\$3,084.00		(\$2,953.13)	\$130.87
Year 3			\$3,084.00		(\$2,953.13)	\$130.87
Year 4			\$3,084.00		(\$2,953.13)	\$130.87
Year 5			\$3,084.00		(\$2,953.13)	\$130.87
Totals		\$2,250.00	\$15,420.00		(\$16,920.15)	\$749.85

Configuration Parameters - Kalkaska

Site Configuration

Total Positions	3
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

Power Metrics Setup Fees	\$2,250.00
DISCOUNT	(\$16,920.15)

Recurring Services

Power Metrics Recurring Services	\$15,420.00
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Model#	Description	Qty	List Price	Selling Price	Total
Power Metrics Setup Fees					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1			
				Subtotal	\$2,250.00
Power Metrics Recurring Services					
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 1	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 2	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 3	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 4	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1			
P10206	Power Metrics Advanced - 3-4 pos. annual service per PSAP Year 5	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1			
				Subtotal	\$15,420.00
DISCOUNT					
DISCOUNT SVC	Service Discount	1			
DISCOUNT REC SVC	Recurring Services Discount	1			
				Subtotal	(\$16,920.15)
				Total	\$749.85

Summary - Missaukee

Item	Cost
Services	\$2,250.00
Recurring Services	\$14,320.00
Discount	(\$15,866.83)
<hr/>	
Total:	\$703.17

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1		\$2,250.00	\$2,864.00		(\$4,896.99)	\$217.01
Year 2			\$2,864.00		(\$2,742.46)	\$121.54
Year 3			\$2,864.00		(\$2,742.46)	\$121.54
Year 4			\$2,864.00		(\$2,742.46)	\$121.54
Year 5			\$2,864.00		(\$2,742.46)	\$121.54
Totals		\$2,250.00	\$14,320.00		(\$15,866.83)	\$703.17

Configuration Parameters - Missaukee

Site Configuration

Total Positions	2
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

Power Metrics Setup Fees	\$2,250.00
DISCOUNT	(\$15,866.83)

Recurring Services

Power Metrics Recurring Services	\$14,320.00
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Model#	Description	Qty	List Price	Selling Price	Total
Power Metrics Setup Fees					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1			
				Subtotal	\$2,250.00
Power Metrics Recurring Services					
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 1	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 2	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 3	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 4	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 5	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1			
				Subtotal	\$14,320.00
DISCOUNT					
DISCOUNT SVC	Service Discount	1			
DISCOUNT REC SVC	Recurring Services Discount	1			
				Subtotal	(\$15,866.83)
				Total	\$703.17

Summary - Wexford

Item	Cost
Services	\$2,250.00
Recurring Services	\$14,320.00
Discount	(\$15,866.83)
<hr/>	
Total:	\$703.17

Year	Systems	Professional Services	Recurring Services	Maintenance Services	Discount	Totals
Year 1		\$2,250.00	\$2,864.00		(\$4,896.99)	\$217.01
Year 2			\$2,864.00		(\$2,742.46)	\$121.54
Year 3			\$2,864.00		(\$2,742.46)	\$121.54
Year 4			\$2,864.00		(\$2,742.46)	\$121.54
Year 5			\$2,864.00		(\$2,742.46)	\$121.54
Totals		\$2,250.00	\$14,320.00		(\$15,866.83)	\$703.17

Configuration Parameters - Wexford

Site Configuration

Total Positions	2
Total Number of E9-1-1 CAMA Trunks	0
Total Number of FXO Lines	0
Total Number of ISDN-PRI channels (T1)	0
SIP	Not Included
ECCP	Not Included
PowerOPS	0
VIPER ACD	0
Add-on for Radio Recorder	Not Included

Systems

Power Metrics Setup Fees	\$2,250.00
DISCOUNT	(\$15,866.83)

Recurring Services

Power Metrics Recurring Services	\$14,320.00
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Model#	Description	Qty	List Price	Selling Price	Total
Power Metrics Setup Fees					
P10192	Power Metrics Advanced - Service set-up: No RDDM	1			
				Subtotal	\$2,250.00
Power Metrics Recurring Services					
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 1	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 1	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 2	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 2	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 3	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 3	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 4	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 4	1			
P10205	Power Metrics Advanced - 1-2 pos. annual service per PSAP Year 5	1			
P10219	Power Metrics Suite - Annual access contract per PSAP Year 5	1			
				Subtotal	\$14,320.00
DISCOUNT					
DISCOUNT SVC	Service Discount	1			
DISCOUNT REC SVC	Recurring Services Discount	1			
				Subtotal	(\$15,866.83)
				Total	\$703.17

Notes

1 This quote provides Power Metrics Advanced to Grand Traverse County, MI.

2 Customer to provide the following peripheral equipment, as required:

Additional Backroom Equipment Required:

Two (2) modems to ALI Database (If not using SIP)

One (1) Network Laser Printer

Amphenol cables and punch blocks

A high-speed internet-based VPN Connection for Remote Monitoring and Maintenance must be provisioned.

Additional Power IWS Equipment Required:

Each IWS position requires sufficient CAT5e/CAT6 Network Cabling (3 per position) not normally supplied by Intrado, to reach the Network Switches in the back room.

3 All inter-site connectivity is the responsibility of the Customer. WAN equipment, software, and connectivity to be procured, installed, and configured by the Customer

Unless otherwise specified in this quotation, routers are not included.

Two (2) connections are required between each site and the WAN.

WAN Requirements

- Layer 3 routing must be provided between all locations
 - Certified CAT5e/CAT6 between all network switches
 - Guaranteed Bandwidth for all Intrado applications
 - Low Latency (< 40ms)
 - Low Jitter (< 5ms)
 - Support for DHCP Relay/Forwarding (per RFC 1542) from all VIPER subnets to their associated primary Application Server
 - Support for QoS (Quality of Service) as needed
 - Security against intrusion and virus attack
 - Reliable links (fault tolerant) – no single point of failure may cause a Layer 3 disruption for more than four (4) seconds, multicast may not be disrupted for more than ten (10) seconds.
 - DNS Caching and forwarding from satellite sites to all VIPER Application Servers
 - Support for Multicast traffic between all subnets of a discrete VIPER system (however Multicast traffic between satellite subnets is not required).
 - Multicast traffic must not pass between separate discrete VIPER systems
 - A Dial-Up Line for Remote Monitoring and Maintenance must be provisioned.
-

4 Comprehensive Project Management

This is a service offered to partners that do not have a Project Manager assigned to the project, where Intrado's Comprehensive Project Management (CPM) provides a Project Manager that coordinates all project activity.

The CPM provides complete, end-to-end project management support and services that could include on-site support, project documentation, formal reporting, as well as coordination of deliveries both internally as well as with the partner and the end customer.

The CPM level of service includes all services in the basic level plus the following:

- Site survey is reviewed (or initiated and then reviewed) to verify that site and system environment are ready for installation
- Scope of Work is completed (includes a Project Schedule of key dates)
- Review system design
- Site and/or network diagram are completed as required
- 3rd Party contractors included in the sales order are contacted and managed
- Project kick-off meeting is scheduled with the end customer and held via conference call or optionally on site
- Comprehensive risk assessment and mitigation planning
- Overall project coordination
- Weekly project status meetings are scheduled, led and documented
- Customer configuration for staging is collected and communicated
- Equipment staging (if ordered) and shipping is managed"
- Coordinate on-site delivery
- Equipment receipt and inventory is validated
- Intrado resources are scheduled and managed with project implementation and cut-over requirements
- Maintain all project related communications and documentation
- Complete Site Book for delivery to end customer at time of handover to service
- Variable: Project Manager Presence on-site (with additional per day and travel cost components). This is typically required for project kickoff (if on-site), final site evaluation, and cut-over project management services

5 **Power Metrics**

Intrado retains title to all premise-based equipment and software provided to customer in connection with the Power Metrics service (including RDDMs), which will be removed and returned to Intrado at the conclusion of the service.

Billing and the term commencement for the services will begin when the Services are first made available for Customer's use, and will continue for the designated number of months as stated in this Quote.

Power Metrics services will be provided in accordance with the applicable Service Guide at <https://www.intrado.com/legal-privacy/terms/call-handling>.

Terms

VENDOR NAME	Intrado Life & Safety Solutions Corporation Include quote number and customer EIN/Tax Identification Number on P.O.
SUBMIT P.O.	ordermanagement.safetyservices@west.com
PRICING	All prices are in USD Taxes, if applicable, are extra. Handling and Shipping charges are extra unless specified on the quote.
SHIPPING TERMS	FCA (Montreal), INCOTERMS 2010
PAYMENT	Per Contract
DELIVERY	TBD
VALIDITY	Quote expires on May 17, 2021. However, part numbers beginning with Q, such as QXXXXX, constitute unique third-party components. These components, including model and price, (i) may be subject to change at any time; and (ii) are non-cancellable, non-refundable, and non-exchangeable at any time.
COPYRIGHT	The information contained in this document is proprietary to Intrado Life & Safety Solutions Corp and is offered solely for the purpose of evaluation.

Revision History

Revision Level	Proposal Writer	Notes	Date Revised
1	RSOOR	Original	September 24, 2020
2	RCRAWFORD	Remove end user training	October 08, 2020
3	VYOCKEY	V3-Discount request	October 21, 2020
4	VYOCKEY	V4- Second round discount	November 17, 2020

Exhibit C

Intrado Call Handling Legal Terms, September 16, 2020, as modified

-See Attached-

Web Terms for Services, Software, and Equipment as of September 16, 2020

These Website Terms for Services, Software, and Equipment apply to sales made by Intrado Life & Safety Solutions Corp. and Intrado Life & Safety, Inc. (if in the United States) or Intrado Life & Safety Canada, Inc. (if not in the United States) (as applicable, “Intrado”) to the customer issuing a purchase order to Intrado (“Customer”), as of the date of such purchase order (“Effective Date”). These “Terms” consist of these terms and conditions, any orders or statements of work referencing these terms or issued by Customer to Intrado, and any quotes from Intrado to Customer on which a purchase order is based (each, an “Order”) describing the Intrado services (“Services”), software object code and accompanying documentation (“Software”), and/or hardware or other equipment (“Equipment”) that Intrado agrees to provide to Customer. “Affiliate” has the meaning in Rule 405 of the U.S. Securities Act of 1933, as amended. Notwithstanding the foregoing, in no event shall any company or entity owned or controlled by Apollo Global Management, LLC, other than Intrado Corporation and its subsidiaries, be deemed an Intrado “Affiliate” for purposes of these Terms.

The terms of any separate agreement executed by the parties and applicable to a purchase will supersede these Terms.

1. Term

These Terms begin on the Effective Date and do not have a defined end date; rather, these Terms will apply to any Order for the duration of such Order. Termination of any Order will not affect these Terms or any other Order.

2. Confidentiality

Exhibit A: Confidentiality and FOIA applies to disclosure and use of Confidential Information (as defined in Exhibit A) exchanged under these Terms and disclosures required by applicable freedom of information or public records laws.

3. Software

3.1. License Grant

Subject to these Terms, Intrado grants to Customer a personal, nonexclusive, nontransferable, non-sublicensable license to use Software at the location (“Site”) and on the number of servers, workstations, and users or other applicable metric set forth in the Order, solely for Customer’s internal purposes, to copy Software onto a storage device, and to make one copy solely for backup and disaster recovery purposes.

3.2. Restrictions

Customer will not itself, or through any Affiliate, agent, or other third party: (a) sell, lease, sublicense, or otherwise transfer Software; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from Software; (c) modify or enhance Software, or write or develop any derivative software, or any other functionally compatible, substantially similar, or competitive products; (d) network Software or use Software to provide processing services to third parties, commercial timesharing, rental, or sharing arrangements, or otherwise use Software on a service bureau basis; (f) provide, disclose, divulge, or make available to, or permit use of Software by any third party without Intrado’s prior written consent; or (g) use or copy Software except as permitted hereunder.

3.3. Audit

On 45 days’ written notice, Intrado may audit Customer’s use of Software. Customer agrees to cooperate with Intrado’s audit and provide reasonable assistance and access to information. Any such audit will not unreasonably interfere with Customer’s normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer’s use of the programs in excess of Customer’s license rights. If Customer does not pay, Intrado can end Customer’s maintenance and support, licenses, and these Terms.

Customer agrees that Intrado will not be responsible for any of Customer’s costs incurred in cooperating with the audit.

4. Maintenance and Support Services

To the extent that an Order provides for maintenance and support Services for Equipment and Software, such Services will be provided in accordance with Intrado’s then-current Maintenance and Support Services terms located at <https://www.west.com/legal-privacy/terms/#call-handling>.

5. Limited Warranty

5.1. Software and Equipment Limited Warranty

Intrado warrants that the Intrado Software and Equipment will perform substantially in accordance with Intrado’s specifications for 12 months from Acceptance Date (see Section 13 below). Intrado will, at its sole discretion and as Customer’s sole remedy, repair or replace the problem Software and Equipment, provided that the problem can be reproduced on either Intrado’s or Customer’s systems. Replacement parts are warranted to be free from defects in material and workmanship for 90 days, or for the remainder of the limited warranty period of the Intrado Equipment they are replacing, whichever is longer. The limited warranty includes remote support services (help desk) during the warranty period. Freight costs to ship defective Equipment to Intrado are borne by Customer, with return at Intrado’s expense. Intrado will pass through to Customer any third-party manufacturer warranties for products supplied by Intrado. Customer’s access to and use of third-party Equipment and Software will be and remain subject to all terms, conditions and licenses imposed by the manufacturers and/or third-party licensors of such third party Equipment or Software.

5.2. Services Limited Warranty

Intrado warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities.

5.3. Disclaimer

Intrado will not be obligated to repair or replace any Software or Equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood, or accident; or (iv) has not been installed by Intrado or an Intrado authorized technician. EXCEPT AS STATED IN THIS SECTION, INTRADO DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NONINFRINGEMENT, DATA ACCURACY, CONDITION OF DATA, OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY, OR THAT SOFTWARE, EQUIPMENT, SERVICES, OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

6. Customer Materials

Customer will provide information reasonably requested by Intrado to perform Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to Customer Materials; (b) Customer Materials will be accurate; and (c) Intrado's use of Customer Materials will not violate the rights of any third party. Customer will retain ownership of all Customer Materials.

7. Limitation of Liability

7.1. Limitation

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA, OR PROFITS, OR COST OF COVER. THE TOTAL LIABILITY OF INTRADO FOR ANY REASON WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER UNDER THE RELEVANT ORDER IN THE SIX MONTHS PRIOR TO THE CLAIM. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

7.2. Time Limit

ANY SUIT MUST BE FILED WITHIN TWO YEARS AFTER THE CAUSE OF ACTION ACCRUES.

8. Indemnification

8.1. Intrado Indemnity

Intrado will indemnify, defend, and hold harmless Customer, from third-party claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney fees and expenses (collectively, "Claims") for physical injury or death or tangible property damage to the extent caused by Intrado's gross negligence or willful misconduct.

8.2. Customer Indemnity

Except to the extent prohibited by applicable law, Customer will indemnify, defend, and hold harmless Intrado, its Affiliates, and their officers, directors, employees, and agents from Claims (a) relating to Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer's gross negligence or willful misconduct.

8.3. Procedures

The indemnified party will (a) notify the other party of any Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any Claim without the indemnified party's consent if the settlement does not affect the

rights of the indemnified party. The indemnified party may participate in the defense at its expense.

9. Termination

If either party fails to cure a material default within ten days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if Intrado uses good faith efforts to cure. Software licenses will remain in force until terminated, if at all, due to an uncured material default. On termination of a Software license, Customer will, to the extent applicable, (a) cease using Software, and (b) certify to Intrado within one month after termination that Customer has destroyed or has returned to Intrado the Software and all copies. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

10. Intellectual Property

Intrado retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to Services, Software, and Equipment, and any development, enhancement, improvement or derivative works thereto, except for Customer Materials (collectively, including all intellectual property rights, "Intrado IP"). Customer receives no other right, title, or interest in, to, or under Intrado IP. Intrado IP is Intrado's Confidential Information (as defined in Exhibit A hereto). Customer will cooperate to take such actions reasonably requested to vest ownership of Intrado IP in Intrado.

Customer will not disclose or allow access to Intrado IP, including without limitation, software and systems, by anyone other than Customer's employees and subcontractors who have a need to access Intrado IP and who are bound by law or written agreement to comply with Customer's duties under these Terms. Neither party will reverse engineer, decompile, disassemble, or translate the other party's intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

11. Delivery

Equipment will be shipped FCA point of origin (Incoterms 2000) on completion of the manufacturing process, and Software will either be shipped using the above method, or made available for download from a site designated by Intrado. All shipping and handling charges will be prepaid by Intrado and charged to Customer. For RMA requests or other returns, Intrado's Defective Equipment Return Policy, Project, and Spares Equipment Return Policy will apply.

12. On-Site Services

12.1. Intrado Obligations

If Intrado performs Services at Customer's premises, such as installation ("Installation"), site survey, project management, training, or cutover services (as applicable, "On-Site Services"), Intrado will:

- If Installation is purchased, install and perform acceptance testing on Software and Equipment at the Site in accordance with Intrado's normal installation and testing practices.
- If training is purchased, perform training as specified in the Order.
- Designate a project manager with authority, competence, and responsibility to communicate information to Intrado and to act as liaison between Intrado and Customer.

12.2. Customer Obligations

If On-Site Services are ordered, Customer will, at its expense:

- Designate a general project coordinator, with authority, competence, and responsibility to communicate information to Intrado and to act as liaison between Customer and Intrado.
- Ensure that staff: (i) are available during nonstandard work times as necessary (early, late, and weekends) (ii) monitor acceptance testing; and (iii) are on-site for technical training, if applicable.
- Provide unobstructed access for Installation and testing of Software, Equipment and cabling, including obtaining any necessary consents from the landlord, building owner, or others.
- Ensure that any Customer equipment meets Intrado's specifications.
- Provide, within the Site, suitable and easily accessible secure storage of tools, test sets, lockers and employees' personal effects.
- Ensure that the Site will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable specifications, and will be dry and free from dust.
- Provide all patching, painting, openings, conduits, floor reinforcements, or other furniture or mechanical modifications pertinent to Installation.
- Provide ample electric current of proper voltage for any necessary purpose suitably terminated in a room where it is required, including properly grounded copper cold water pipe before meter ground as specified by Intrado.
- Provide an exclusive VPN tunnel to allow for remote diagnostics and a modem for establishing the remote access by Intrado.
- Dispose of all Equipment packing material.
- Maintain, at all times, a procedure, external to Software and Equipment, for the reconstruction of lost or altered files, data, or programs deemed necessary by Customer.
- Ensure that Intrado is promptly informed of any problems with Software or Equipment.
- Ensure Customer's third party vendors collaborate with Intrado in a reasonable and timely manner.

12.3. Exclusions, Changes

If On-Site Services are prevented, interrupted or delayed due to Customer's failure to meet its obligations stated above, or if Customer unexpectedly delays or changes the agreed-on schedule for On-Site Services, Customer will be responsible for applicable travel and lodging costs, charges at Intrado's standard hourly rates for the time during which such On-Site Services were prevented, interrupted or delayed, any other direct costs incurred by Intrado, and Intrado then-current

rescheduling fees (currently \$300.00 per person, per day, of time scheduled to be On-Site). Intrado will not be deemed to be in default nor be held responsible for any delays or failures resulting from an event of Force Majeure or for any delays resulting from Customer or any of Customer's third-party vendors or from Customer's obligations stated above. Changes to the design or installation plan by Customer after the original Order will be considered a request for a change order. On receipt of a request for a change order, Intrado will, within ten business days, either accept or refuse the request for a change order. If Intrado accepts the request for a change order, Intrado will issue a new quote to cover any costs, if applicable, associated with the change order.

13. Acceptance

If Intrado is not performing Installation, Software and Equipment will be deemed accepted when Intrado has completed its shipping obligations. If Intrado is performing Installation, then Customer will provide Intrado with a written notice of acceptance or rejection, based on a Severity Level 1 or 2 failure (as defined in the Maintenance and Support terms), within ten calendar days after Intrado's notice of System Cutover ("Notification Date"), which acceptance will not be unreasonably withheld or conditioned. If Customer does not accept Software and Equipment, it will notify Intrado in writing within ten calendar days of the Notification Date, and will specify the Severity Level 1 or 2 failure. Intrado will use commercially reasonable efforts to promptly diagnose and correct all identified failures, and the acceptance process will be repeated until acceptance occurs. If Customer fails to provide written notice of rejection as stated above within the time stated above, acceptance will be deemed to have occurred. "System Cutover" will mean the first date that Software and Equipment is used for live call-taking or dispatching. If Software and/or Equipment are being installed at multiple Sites, the above acceptance process will apply to each Site. The date of acceptance of the first Site will be referred to as the "Acceptance Date." Services will be deemed accepted when performed.

14. Payment

14.1. Payment Terms

For Equipment and Software sales, the following payment terms will apply: If Installation is not purchased, then all fees will be invoiced on shipment. If Installation is purchased, Customer will be invoiced according to the following terms:

- 30% on acceptance of Customer's Order
- 30% on shipment
- 30% on System Cutover
- 10% on Acceptance Date

Maintenance and Support Services will be payable as stated in the Order, either (i) in advance according to the above percentage breakdown, or (ii) annually in equal payments, which payments will be due on each anniversary of Acceptance Date.

Dedicated On-Site Services will be invoiced when the on-site personnel are first made available to Customer. Other recurring Services, such as TXT29-1-1 and Power Metrics or ECATS reporting services, will begin invoicing when such Services are

first made available to Customer. Other Services will be invoiced when performed.

14.2. Payment Method

Customer will pay all invoices within 30 days of invoice date, without setoff or deduction, preferably via electronic funds (ACH, EFT, or wire transfer). Intrado will apply payments to the oldest outstanding invoice.

14.3. Taxes

Customer will bear all applicable taxes, duties, and other government charges relating to Services (including applicable interest and penalties), except taxes based on Intrado's income. Any tax exemption must be supported by appropriate documentation.

14.4. Late Payments

Invoices not paid when due will bear interest from the due date at the lower of two percent per month, or the highest allowable rate. Customer will pay all reasonable costs of collection (including attorney fees). Intrado may change payment terms or require a deposit on an adverse change in Customer's financial condition or payment record.

14.5. Cancellation Fees

Cancellation of any element of an Order before shipment or performance of Services will result in cancellation charges equal to 25% of the price of the cancelled item. Anything that has been specifically developed for Customer, including any special order or custom Software or Equipment, is not cancellable. Cancellation or rescheduling is not permissible after shipment. Delays by Customer to delivery, Installation Services, or acceptance testing that in the aggregate exceed six months may, in Intrado's discretion, be treated as a cancellation of the Order, and be subject to the greater of the above fees, or Intrado's total expenses allocated to the project through such date.

14.6. Payments Final

All amounts paid are final and nonrefundable. Equipment and Software may be returned only pursuant to a valid warranty claim or as permitted as part of Maintenance and Support Services.

15. Insurance

Each party will maintain: (a) Workers' Compensation insurance required by law; (b) employer's liability insurance with limits of at least \$500,000 for each claim; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least \$1,000,000 combined single limit for bodily injury and property damage for each claim; (e) Professional Liability or Errors and Omissions insurance of at least \$1,000,000 for each claim; and (f) excess or umbrella liability at a limit of at least \$5,000,000 per claim. The CGL, excess or umbrella liability and automobile liability policies will designate the other as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

16. Miscellaneous

16.1. Governmental Agencies

Use of Intrado Services or products by the United States Government or other governmental agencies will be as "restricted computer software" or "limited rights data" as set forth in 48 CFR 52.227-14, or as "commercial computer software" or "commercial computer software documentation" under DFARS 252.227-7202, or under such other similar applicable terms and conditions to prevent the transfer of rights in and to the technology to the government or such agency other than under normal commercial licensing terms and conditions. Contractor/manufacturer is Intrado Corporation or its affiliates, 11808 Miracle Hills Dr., Omaha NE 68154.

16.2. Force Majeure

Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire, or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities, or suppliers.

16.3. Independent Contractors, Beneficiaries

The parties are independent contractors. No agency, joint venture, or partnership is created under these Terms. These Terms benefit Customer and Intrado only; there are no third party beneficiaries.

16.4. Interpretation, Conflict, Severability

"Including" means including, without limitation. "Days" means calendar days. If any terms of these Terms and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other Customer form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. These Terms may be modified or amended only in a writing signed by the parties.

16.5. Assignment

These Terms will be binding on the permitted successors and assigns. Neither party may transfer or assign these Terms without the prior written consent of the other, not to be unreasonably withheld, except that Intrado may assign these Terms to an Affiliate or to an acquirer of all or part of its business or assets without consent.

16.6. Applicable Law and Remedies

These Terms are governed by Colorado law, without regard to choice of law principles. Each party waives all rights to a jury trial. Injunctive relief will apply to any breach of Sections 2 or 10 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in these Terms. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule, or regulation to the other party, and neither party will object to or interfere with the other party's application of this sentence.

16.7. Compliance with Laws

Each party has or will timely obtain all consents, licenses, permits, and certificates required to perform under these Terms. Each party will comply with laws, rules, regulations, and court orders applicable to it or Services. Intrado may cease or modify Services or these terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with Intrado's Code of Ethical Business Conduct located at <https://www.intrado.com/legal-privacy/code-of-ethics/>.

16.8. Advertising and Publicity

Neither party will use the other party's name or marks in any press release, advertisement, promotion, speech, or publicity, without the other party's prior written consent, except that Intrado may use Customer's name and marks in its customer lists, sales or promotional materials without consent.

16.9. Affiliates, Changes

Services may be provided, in whole or part, by Intrado or its Affiliates. Intrado Life & Safety Communications Inc. may provide regulated portions of Services. Intrado may modify or improve Services, Software, and Equipment during the term.

16.10. Notices, Entire Agreement, Survival

All notices must be in writing. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested, or when delivered by hand, overnight courier, or fax with confirmed receipt. Notice by email is acceptable, effective 24 hours after receipt (Email for Intrado: legalnotices.lifesafety@intrado.com). These Terms constitute the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property, and Miscellaneous will survive termination of these Terms.

Exhibit A: Confidentiality and FOIA

Except to the extent disclosures are required under applicable freedom of information or public records laws or regulations, the terms of this Exhibit A-Confidentiality and FOIA will apply to information disclosed under these Terms. Customer may disclose the Intrado's Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to Intrado to allow Intrado to claim applicable exemptions, make applicable objections, or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

1. Definitions

"Confidential Information" means all information disclosed by or on behalf of either party ("Discloser") to the other party ("Recipient") that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable businessperson would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to, a party's financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms, or other business information.

2. Exclusions

Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Exhibit; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by Recipient without use of Discloser's Confidential Information.

3. Use and Disclosure

Recipient and its employees, Affiliates, agents, and contractors will: (a) use Confidential Information only for the Terms; (b) disclose Confidential Information only to its employees, Affiliates, agents, and contractors with a "need to know" for the Terms; (d) use the same standard of care to protect Discloser's

Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Discloser's confidentiality or proprietary notices, legends, or markings on all copies or extracts of Confidential Information; and (f) use and disclose Confidential Information as authorized in writing by Discloser. Recipient is responsible for compliance with this Exhibit by its employees, Affiliates, agents, and contractors.

4. Required Disclosure

If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Discloser (unless prohibited by law) and cooperate with Discloser, at Discloser's expense, to seek protective orders or appropriate restrictions on use and disclosure. Confidential Information disclosed under this Section will continue to be subject to all terms of this Exhibit for all other purposes.

5. Return or Destruction

Within 30 days after termination of the Terms or written request of Discloser, Recipient will return or destroy Discloser's Confidential Information. Recipient will certify return or destruction if requested by Discloser. Recipient may retain Discloser's Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Discloser's Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.

Exhibit D

**Intrado Call Handling CPE Standard Maintenance and Support Services,
as modified**

-See Attached-

Intrado Call Handling CPE Standard Maintenance and Support Services

These Maintenance and Support Services terms (“MSS Terms”) describe the current offerings for maintenance and support services for Intrado Call Handling equipment and software sold to a customer (“System”). These MSS Terms apply to any of the services described below that appear on an Intrado quote (“Quote”). These terms are in addition to, and do not modify the terms of the applicable agreement between the parties (“Agreement”). If any of these MSS Terms conflict with the Agreement or the Quote, the terms of the Quote will prevail as they relate to the MSS Terms only and the MSS Terms will prevail over the terms of the Agreement. All capitalized terms not defined in these MSS Terms will have the meanings set out for such terms in the Agreement.

Intrado’s standard limited warranty runs for twelve months from Final Acceptance. The following are the current Intrado service offerings within this proposal:

- Software Protection and Remote Technical Support
- Software Subscription Service

Also included in Table 1 in Section 9 below are Response Time Goals and Severity Levels

General Note: Please note that for all services described in these MSS Terms, Intrado will not be obligated to repair or replace any software or equipment which (i) has been repaired by others; (ii) has been abused or improperly handled, stored, altered, or used with third party material or equipment; (iii) has been subject to power failures or surges, lightning, fire, flood or accident; or (iv) has not been installed by Intrado, an Intrado authorized technician, or by customer or its agent in an approved manner.

1. Software Protection and Remote Technical Support

1.1. Availability

This service is not included in the standard warranty, and is mandatory requirement for the receipt of any technical support.

1.2. Offering Summary

Bundled offering which provides access to software maintenance releases as well as remote technical support that allow for 24x7x365 assistance from Intrado’s centralized Support Center for the Intrado System. Customer may not purchase Software Protection and Remote Technical Support for a subset of the Intrado System; all 911 call taking positions must be covered.

1.3. About Software Protection

This offering provides for the availability of software product updates. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain important product updates for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to customer’s System. Customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado’s then current prices for such services.

The customer is encouraged to periodically install new Software updates. Software releases are available for a limited time. If the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer’s existing System.

1.4. Remote Technical Support

Support is provided by associates who specialize in the diagnosis and resolution of system performance issues. Remote Technical Support is available 24/7 through both a toll free hotline and a secure customer Internet portal. All service inquiries are tracked by a state-of-the-art CRM trouble ticket system that can be queried by customers through the online portal to obtain the most up-to-date status on their issues.

Response times for Remote Technical Support are based on system issue severity levels as defined in Table 1 in Section 9 below. Problems which are not resolved within predefined time limits are automatically escalated to management within Sales, Product Management and Engineering for action.

1.5. Intrado Responsibilities

- Respond to service requests based on appropriate severity level response goals
- Assess the system issue(s)
- Apply technical expertise, knowledge and resources to restore system to functionality, or assist customer to apply the identified fix
- Escalate issues for review when required
- Communicate progress and resolution with the specific customer contact
- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

1.6. Customer Responsibilities

- Log all requests for assistance directly with the Technical Support Center, either through the toll-free hotline or the online portal
- Provide the following information when initiating a service request:
 - Site Name/ID number/Agency Location
 - Contact Name and Number
 - Problem Description
- Ensure that the individual requesting support is appropriately trained and knowledgeable regarding the operation of the System
- Provide additional symptoms and information as they occur pertinent to resolving systems issues
- Respond to Intrado communications regarding case status and resolution in a timely manner
- Allow Intrado remote access to obtain system availability and performance data. If remote access capability is not available, the purchase of On-Site Support Services may be required.
- Notify Intrado before performing any activity that may impact the System (including software installation, hardware upgrades, network upgrades or de-activation)
- Store and maintain all software needed to restore the system as well as all system back-ups
- Install software

1.7. Conditions not covered under this Service offering

- Assistance with third-party software or hardware not provided by Intrado
- Assistance with user configuration, usage scenarios and items covered in standard end user training or operating manuals provided to the customer. This includes any moves, adds or deletes to the user configuration which has resulted in system performance issues. Support for these subjects is available through purchase of end-user training curriculum.
- Assistance with equipment configuration change requests not associated with problems on the installed Intrado equipment
- Intrado installation support. Installation services can be purchased separately from Intrado.
- Assistance with Geographic Information Systems (“GIS”) data updates performed by the end user, or resulting problems
- Consultation for new software or equipment
- Software does not provide new features or functionality upgrades

- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support Maintenance Releases. Intrado will not be responsible for the cost of such upgrade.

1.8. Reinstatement of Intrado Software Protection and Remote Technical Support

If Software Protection and Remote Technical Support lapses, the customer's access to the Support Center will be discontinued, and reinstatement fees will apply as follows if the customer desires to receive any technical support services:

- Payment for the lapsed period at the prevailing rate; plus
- Purchase of Software Protection and Remote Technical Support for the current period; plus
- System recertification fees in the form of a Class A inspection at \$1,500 per day plus related travel and expense charges.

2. Software Subscription Service

2.1. Availability

This service is not included in the standard warranty; available for separate purchase only if (i) customer's System software is current, or (ii) the services are purchased for a new system deployment or for a specific system component purchase.

2.2. Service Description

Software Subscription Service provides the customer with access to software upgrades including new features. This offering only provides for the availability of the software. Installation and training (if needed) are not included. Any required hardware or operating system changes are also not included.

Intrado will provide periodic software release bulletins to customers which announce and explain new feature releases for Intrado Software. Customers may then request the new release or version from Intrado, based on applicability of the release to customer's System. The customer is responsible for installation of all these releases, unless the On-Site Maintenance Service is purchased. If On-Site Maintenance has not been purchased and the customer prefers to have Intrado deploy a new release, Intrado will dispatch appropriate personnel to perform the upgrade on a mutually agreed upon date at Intrado's then current prices for such services.

The customer is encouraged to periodically install new Software releases because to keep the System current. Software releases are available for a limited time; if the System is not maintained to a currently supported equipment and software version, future software releases may not be compatible with customer's existing System.

2.3. Intrado Responsibilities

- Provide to the customer bulletins announcing the availability of software releases, and deliver software in disc form to the customer as requested

2.4. Customer Responsibilities

- Contact an Intrado Sales account representative to order an available software release
- Install the software

2.5. Conditions not covered under this Service offering

- Consultation for new software or equipment

- Corrections of problems, and assistance regarding problems, caused by third party software and operator errors, including the entry of incorrect data and the maintenance of inadequate back-up copies and improper procedures
- Upgrade of the customer's operating system, hardware or third party software may be required from time to time to support New Releases, Maintenance Releases or Upgrades of the Software. Intrado will not be responsible for the cost of such upgrade

3. Response Time Goals and Severity Levels

Table 1: Remote Technical and On-Site Support Services Response-Time Goals by Severity Levels.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
1 Product Failure or Loss of Service	Severity Level 1 problems involve a System failure and a major loss of functionality that renders the entire System inoperable.	15 minutes	4 hours	Intrado will provide the customer with a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect in order to continue operations. If a bypass procedure is used, Intrado will continue defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.
2 Severely Impaired functionality (more than 50%)	Severity Level 2 problems involve the failure or loss of functionality of non-critical functional components or features, while the System itself remains operable. Severity Level 2 involves a major impact such as a loss of 50% of call taking capacity or a loss of all of dispatch or the loss of a major functionality (e.g. no delivery of either ANI or ALI).	1 hour	4 hours	Intrado will provide the customer a program code correction, program code patch, or a procedure for the customer to bypass or work around the defect to continue operations. If a bypass procedure is used, Intrado will continue problem or defect resolution activity, on a high severity basis, until a program correction code or patch is provided to the customer.

Severity Level	Definition	Remote Response Time Goal	On-Site Response Time Goal*	Problem Correction
3 Non-Critical System Failure (Less than 50%)	This class of problem requires action from the Call Center within a short time. Severity Level 3 problems may cause performance degradation or system components to malfunction. Severity Level 3 may involve one position non-functioning.	8 Business hours	Next Business Day	Intrado will provide the customer with a program code correction in a maintenance release.
4 Minor Issue	This class of problem is non-service Affecting and includes problems such as incorrect operation of a minor functionality or System component that is infrequently used, and problems that have feasible work-around available (e.g. incorrect operation of a functionality of 911 without loss of all of dispatch). Core functionality is not affected.	Next Business Day	Next Business Day	Code correction may be provided in a future maintenance release or a commercially reasonable effort to provide a work around solution.
5 Inquiry	This is not a class of problem, but is an inquiry only.	2 Business Days	Does not apply	Does not apply.

*On-site response time goal is based on the time from which Intrado determines an on-site technician is necessary. On-site response is only available if Customer has purchased On-Site Services.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Janet Koch, Administration
FOR MEETING DATE: March 3, 2021
SUBJECT: Wex HVAC Bid Award

SUMMARY OF ITEM TO BE PRESENTED:

The proposed Wex HVAC project, funded with a combination of a DNR Recreation Passport Grant and funding through Boon Sports Management, first went to bid in September 2020. The single bid received was well beyond the anticipated cost. Subsequently, BSM paid for a structural engineering firm (Nealis Engineering) to prepare a comprehensive set of drawings and specifications in hopes of obtaining more competitive bids. The second RFP was published on February 4, 2021.

Three bids were provided and opened on February 24. The bid tabulation follows. The low bidder is 1st Choice Heating & Cooling. Given the disparity between the bids, the Finance Committee asked that the project's prime professional, Scott Peedle, be consulted. Mr. Peedle noted that "the other 2 companies are based out of Traverse City and are quite large, so I'm guessing labor rates (union vs. non-union), overhead and current workload are playing a major factor in the pricing."

Also, Mr. Peedle stated that "given the fact that we had specification and engineering stamped plans, I can only assume that everyone understood the project parameters. We did not establish an official engineer's estimate for the project, but in conversations with Nealis Engineering, we had estimated the project to be in the \$150 - \$200k range. The pricing from 1st Choice is within this range."

Mr. Peedle concluded by recommending a project award to 1st Choice if the County and/or BSM has had first hand positive experience with them. 1st Choice is the firm that installed the new chiller at the ice rink in 2019.

The BSM board is meeting this weekend and will be considering a written endorsement of 1st Choice. If an endorsement is provided before the BOC meeting, it will be distributed to the commissioners.

RECOMMENDATION:

If BSM provides an endorsement, Administration recommends the Board of Commissioners award the Wex HVAC contract to 1st Choice Heating & Cooling.



Wexford County Bid Summary

WEX Capital Improvements – HVAC (Round #2)

Sealed Bid Due Date: February 24, 2021 @ 2:30 p.m.

Bid Opening Date: February 24, 2021 @ 3:00 p.m.

Present at Bid Opening: Gary Taylor, Member, Finance Committee; Janet Koch, County Administrator; Adam Kerr, Maintenance Director; Norma Kijorski, Senior Executive Assistant

Firm	Base Bid	Alt. One	Alt. Two	Additional Info.
D&W Mechanical 1266 Industry Drive, Suite A Traverse City, MI 49696	\$307,650	-\$17,000 = \$290,650	-36,000 = \$271,650	
Temperature Control, Inc. 1623 Northern Star Dr. Traverse City, MI 49686	\$443,000	-\$40,000 = \$403,000	-\$68,000 = \$375,000	
1 st Choice Heating & Cooling, Inc. 8147 Islandview Dr. Newaygo, MI 49337	\$165,336.35	- \$1,200 = \$164,136.35	-\$34,830 = \$130,506	

Recommendation: None.



Wexford County BID SUBMISSION FORM

Project name: The Wex Capital Improvements Project Number: RP19-0079

Bid Submittal Deadline: Wednesday, February 24, 2021 at 2:30 p.m.

**Submit in person to: Wexford County Administration Office
2nd Floor, Wexford County Courthouse**

**Or by mail to: Wexford County Administration Office
437 E. Division St., Cadillac, MI 49601**

1. Wexford Civic Center HVAC Project Base Bid (required) \$ 165,336.³⁵/100

Includes, but is not limited to, the following:

- Provision and installation of four (4) 20 ton 460/3 phase rooftop units, 8000 CFM
- Provision and installation of all associated curbing and structural support, temperature controls, gas piping, electric service and ductwork as indicated in the plan sheets

2. Alternate Bid Item #1 (required) minus \$ - 1,200.⁰⁰/100

Deduct bid item for leaving all existing air handling and in place, see plan sheet MD-1.

3. Alternate Bid Item #2 (required) minus \$ - 34,830.⁰⁰/100

Deduct bid item wherein only three (3) of the roof top units will be installed. Eliminate RTU-4 and all labor and equipment associated with the installation of RTU-4, including circuit breaker, conduit, and circuitry (wiring) from new panel #G to RTU-4. See plan sheet M1.

4. Alternate Bid Item #3 from plan sheet M1 is not a part of this project.

5. TOTAL BID \$ 129,306.³⁵ For 3 RTU's

6. Estimated start date April 1, 2021

Estimated completion date MAY 1, 2021

Contractor Information:


Company Name 1ST CHOICE Htg. & Ctg. Inc. Office phone 231-652-1435

Address 8147 ISLANDVIEW DR. Cell phone 616-299-7164

Email BRIAN@1STCHOICEHC.COM

BRIAN PLAGGEMARS PRESIDENT

Typed or printed name and title of official authorized to find the firm to the provisions of the bid documents

 PRESIDENT
1ST CHOICE
Signature of official authorized to bind the firm to the provisions of the bid documents.

Date FEB. 23, 2021

Failure to complete this form may be considered grounds for elimination from the selection process.

1st Choice Heating & Cooling, Inc.

Brian@1stchoicehc.com
8147 Islandview Drive
Newaygo, MI 49337

QUOTE

DATE QUOTE ...
2/24/2021 2206Q

NAME / ADDRESS

Wexford Civic Center
Bid for 20 ton RTU's
1320 N Mitchell St.
Cadillac, Mich. 49601

PROJECT

New 20T RTU's

QTY	DESCRIPTION	COST	TOTAL
	Wexford Civic Center REVISED 2/24/2021 20 ton Trane RTU's with Std. Drops and diffusers.		
4	Trane 20 ton 460/3ph rooftop units with 2 stage high heat and economizers for free cooling	17,150.00	68,600.00
4	Custom curb adaptors for new Trane rooftop units.	4,120.50	16,482.00
4	Roofers to mount boots for electrical and gas pipe to new units. Seal around rooftop curbs	1,225.00	4,900.00
1	New CO sensor for the control of the economizers for the area.	278.15	278.15
4	New WIFI thermostats with remote sensors	243.55	974.20
1	New electrical wiring for (4) new rooftop units and conduit from Mech. Rm. to the rooftop units 70 amps of 480/3ph. New disconnects at the units with 110 conv. outlets. New Panel as per print for breakers for RTU's	19,980.00	19,980.00
1	Mech. & Electrical Permits for new RTU's and Bond fees	5,995.00	5,995.00
4	Steel angle iron for supports under the units to be welded in the ceiling.	895.50	3,582.00
1	Duct hangers Ductwork with diffusers for all 4 units.	8,695.00	8,695.00
1	Labor to remove the existing heating units in the ceiling and the A/C units on the walls with proper disposal. Installation of curbs on the roof for new 20 ton Trane rooftop units. Welded supports in building for new rooftop units for weight distribution. Installation of New Trane 20 ton Rooftop units 460/3 ph with gas pipe and electrical to units. New WIFI Thermostats for remote control and monitoring. Stats to have remote sensors so stats can be installed in the electrical room. (1) one CO sensor for the area to control the economizers for fresh air requirement. Installation of ductwork with registers from drops to allow for better distribution of air. Start-up and check out on new rooftop units as per 1st Choice check sheets.	35,850.00	35,850.00
	WARRANTY is (5) five years on the compressors and (2) two years on all other parts and labor.		

NOTE: Labor is figured on regular Monday-Friday working hours of 7 AM - 5 PM. Work performed before/after these hours or on weekends or holidays is subject to our current overtime rate.

QUOTE GOOD FOR 90 DAYS

TOTAL \$165,336.35

1ST Choice Representative Signature

Customer Approved Signature

PO Number: NO Yes



TRANE

Job Name: YSC204
Prepared By:
Unit Tag: Y4V-6
Quantity: 1

Trane Voyager Gas/Electric Packaged Rooftop

Unit Overview - YSD240G4RHA**000000000000000000000000

Application	Unit Size	Supply Fan		External Dimensions (in.)			Weight		EER	IEER/SEER
		Airflow	External Static Pressure	Height	Width	Length	Minimum	Maximum		
Gas/Electric	20 Ton									

Unit Features

Unit Electrical

Voltage/phase/hertz 460/60/3



Controls

Unit Controls Reliabel

Cooling Section

Entering Dry Bulb 80.00 F

Entering Wet Bulb 67.00 F

Ambient Temp 95.00 F

Heating Section

Heating EAT 70.00 F

Fan Section

Indoor Fan Data

Compressor Section

Accessories

Fresh air selection Low Leak Econ, Dry Bulb

Retrofit wall plate yes

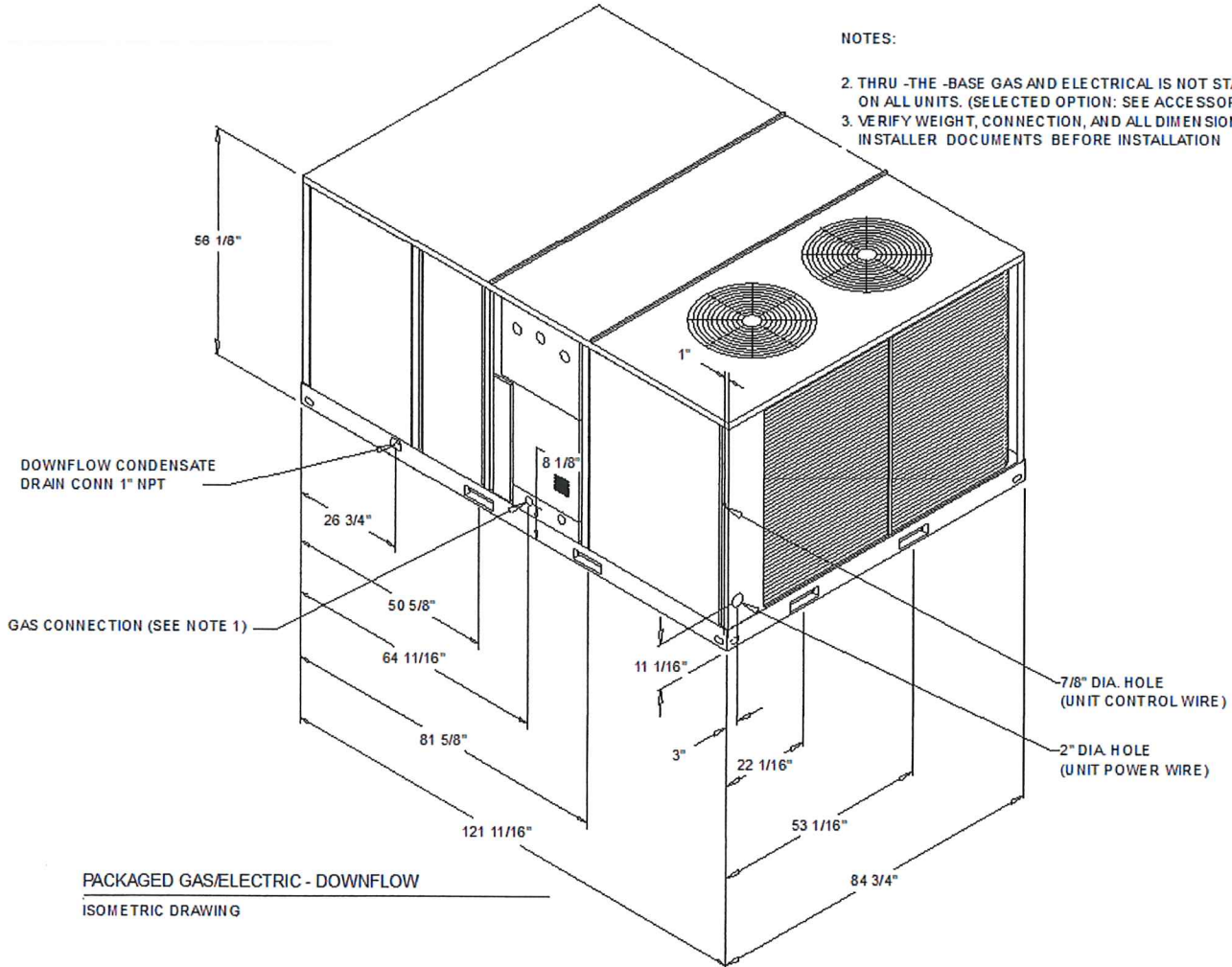


TRANE

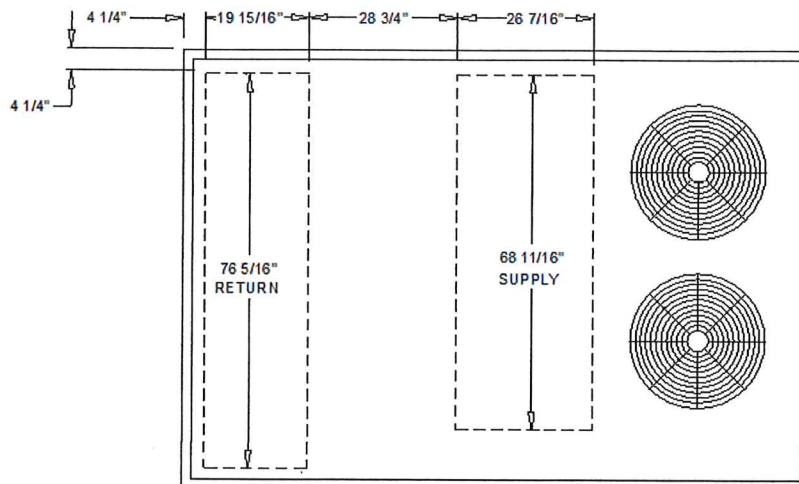
Job Name: YSC204
Prepared By:
Unit Tag: Y4V-6
Quantity: 1

NOTES:

2. THRU -THE -BASE GAS AND ELECTRICAL IS NOT STANDARD ON ALL UNITS. (SELECTED OPTION: SEE ACCESSORY SHEET)
3. VERIFY WEIGHT, CONNECTION, AND ALL DIMENSION WITH INSTALLER DOCUMENTS BEFORE INSTALLATION



PACKAGED GAS/ELECTRIC - DOWNFLOW
ISOMETRIC DRAWING



PACKAGED GAS/ELECTRIC - DOWNFLOW
PLAN VIEW DRAWING

**TRANE**

Job Name: YSC204
 Prepared By:
 Unit Tag: Y4V-6
 Quantity: 1

ELECTRICAL / GENERAL DATA

GENERAL PERFORMANCE			
Model (Ton): YSD240G (20.0) Unit Operating Voltage Range: 414-506 Unit Primary Voltage: 460 Unit Secondary Voltage: - Unit Hertz: 60 Unit Phase: 3 EER: ⁽⁵⁾ 10.0	Standard Motor ^{(1) (3)} Minimum Circuit Ampacity: 51.0 Maximum Fuse Size: 70.0 Maximum (HACR) Circuit Breaker: 70.0 Oversized Motor ^{(1) (4)} MCA: N/A MFS: N/A MCB (HACR): N/A	Field Installed Oversized Motor ^{(1) (4)} MCA: N/A MFS: N/A MCB (HACR): N/A	
GAS HEATING		COMPRESSOR	
Heating Models: High Heating and 1 Stage Input (Btu/h): 400000 / 300000 Heating and 1 Stage Output (Btu/h): 320000 / 240000 Min./Max. Gas Input - Pressure Natural or LP: 2.5 / 14.0 Gas Connection Pipe Size: 3/4"		Circuit(s) Number: 2 Horsepower: 12.9/6.3 Phase: 3 Rated Load Amps: 21.1/12.8 Locked Rotor Amps: 158/0/100.0	
INDOOR MOTOR			
Number: ⁽³⁾ 1 Horsepower: 5.00 Motor Speed (RPM): 3,450 Phase: 3 Full Load Amps: 7.6 Locked Rotor Amps: 54.9	Oversized Motor ⁽⁴⁾ Number: N/A Horsepower: N/A Motor Speed (RPM): N/A Phase: N/A Full Load Amps: N/A Locked Rotor Amps: N/A	Field Installed Oversized Motor ⁽⁴⁾ Number: N/A Hp: N/A Motor Speed (RPM): N/A Phase: N/A FLA: N/A LRA: N/A	
OUTDOOR MOTOR	POWER EXHAUST (Field Installed Power Exhaust)	COMBUSTION BLOWER MOTOR (Gas-Fired Heating only)	
Number: 2 Horsepower: 1.00 Motor speed (RPM): 1,125 Phase: 3 Full Load Amps: 1.8 Locked Rotor Amps: 7.7	Horsepower: N/A Motor Speed (RPM): N/A Phase: N/A Full Load Amps: N/A Locked Rotor Amps: N/A	Horsepower: 0.1 Motor Speed (RPM): 3,500/2,800 Phase: 1 Full Load Amps: 0.8 Locked Rotor Amps: 2.00	
FILTER		REFRIGERANT ⁽²⁾	
Type: Throwaway Furnished: Yes Number: 4 / 4 Recommended Size: 20"x20"x2" / 20"x25"x2"		Circuit #1 / 2 Type: R410 Factory Charge Circuit #1 / 2: 12.4 lb / 7.2 lb	

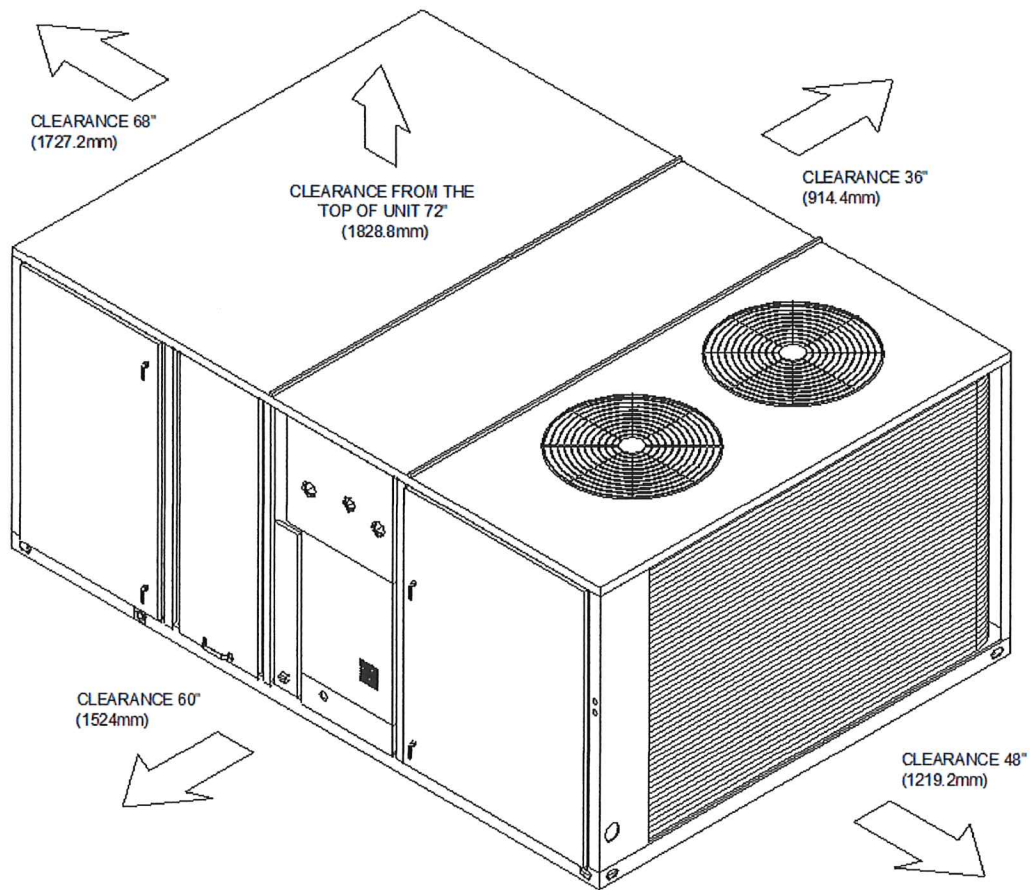
NOTES:

1. Maximum (HACR) Circuit Breaker sizing is for installations in the United States only.
2. Refrigerant charge is an approximate value. For a more precise value, see unit nameplate and service instructions.
3. Value includes oversized motor.
4. Value does not include Power Exhaust Accessory.
5. EER is rated at AHRI conditions and in accordance with DOE test procedures.

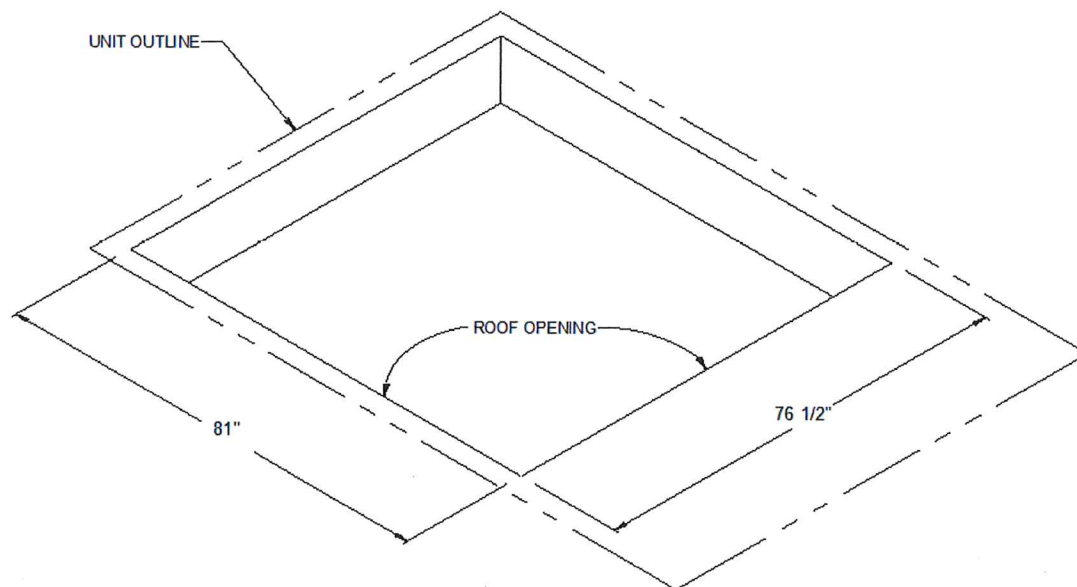


TRANE

Job Name: YSC204
Prepared By:
Unit Tag: Y4V-6
Quantity: 1



DOWNFLOW-PACKAGED GAS/ELECTRIC CLEARANCE

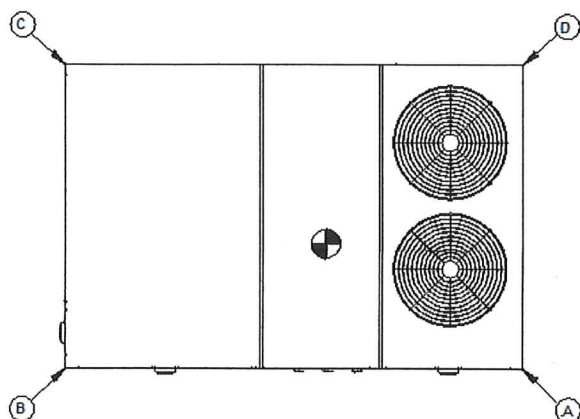


DOWNFLOW-PACKAGED GAS/ELECTRIC ROOF OPENING CLEARANCE



TRANE

Job Name: YSC204
Prepared By:
Unit Tag: Y4V-6
Quantity: 1



CORNER WEIGHT

Base Unit and Corner Weights only

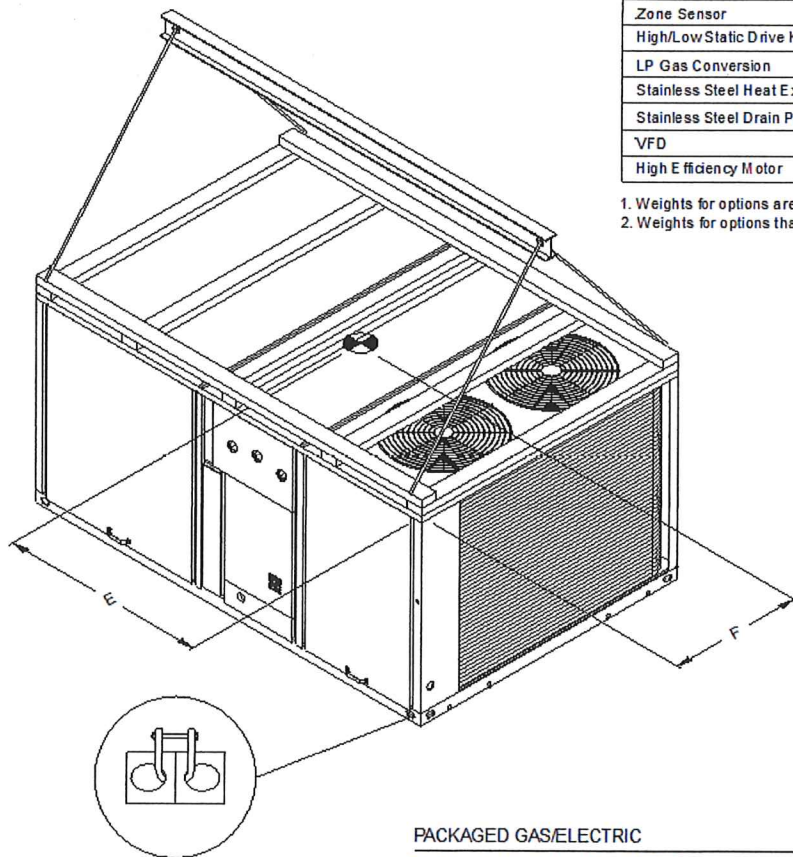
Base unit weights		Corner Weights				Center of Gravity	
SHIPPING	NET	(A)	(B)	(C)	(D)	E	F
2409.0 lb	1977.0 lb	635.0 lb	515.0 lb	374.0 lb	454.0 lb	55"	35"

1. All weights are approximate.
2. The actual weight are listed on the unit nameplate.
3. Refer to unit nameplate and installation guide for weights before scheduling transportation and installation of unit.
4. The weight shown represents the typical unit operating weight for the configuration selected. Estimated at +/- 10 % of the nameplate weight.
5. Verify weight, connection, and all dimension with installer documents before installation.
6. Corner weights are given for information only.
7. Net/Shipping weight of optional accessories should be added to unit weight when ordering factory or field installed accessories.

Installed Options Net Weight Data

Accessory	Weight
Economizer, Manual and Motorized Outside Air Damper	250.0 lb
Power Exhaust	
Roof Curb	
Oversized Motor	
Hail Guard	
Hinged Access Doors	
Power Conv. Outlet	
Through the Base Electrical	
Circuit Breaker	
Disconnect	
Smoke Detector	
Novar	
Zone Sensor	
High/Low Static Drive Kit	
LP Gas Conversion	
Stainless Steel Heat Exchanger	
Stainless Steel Drain Pan	
VFD	
High Efficiency Motor	

1. Weights for options are approximate.
2. Weights for options that are not list refer to Installation guide.

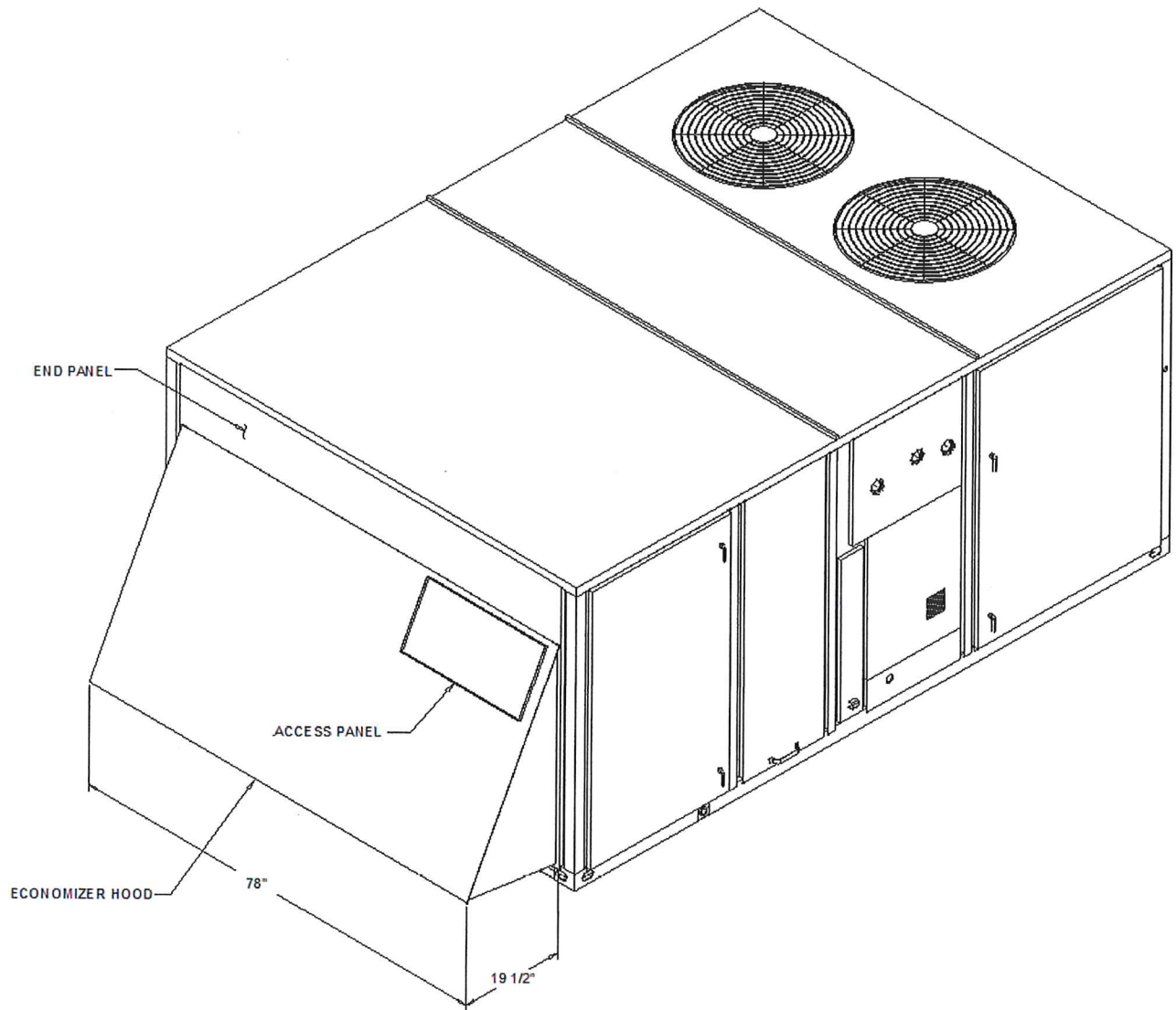


PACKAGED GAS/ELECTRIC
RIGGING AND CENTER OF GRAVITY



TRANE

Job Name: YSC204
Prepared By:
Unit Tag: Y4V-6
Quantity: 1



ECONOMIZER HOOD
PLAN VIEW DRAWING

**General - Downflow**

The units shall be dedicated downflow airflow. The operating range shall be between 115°F and 0°F in cooling as standard from the factory for all units. Cooling performance shall be rated in accordance with ARI testing procedures. All units shall be factory assembled, internally wired, fully charged with R-410A, and 100 percent run tested to check cooling operation, fan and blower rotation and control sequence, before leaving the factory. Wiring internal to the unit shall be colored and numbered for simplified identification. Units shall be UL listed and labeled, classified in accordance to UL 1995/C 22.2, 236-05 3rd Edition.

Packaged Rooftop units cooling, heating capacities, and efficiencies are AHRI certified within scope of AHRI Standard 340/360 (I-P) and ANSI Z21.47 and 10 CFR Part 431 pertaining to Commercial Warm Air Furnaces (gas heating units).

Casing - Downflow

Unit casing shall be constructed of zinc coated, heavy gauge, galvanized steel. Exterior surfaces shall be cleaned, phosphatized, and finished with a weather-resistant baked enamel finish. Unit's surface shall be tested 672 hours in a salt spray test in compliance with ASTM B117. Cabinet construction shall allow for all maintenance on one side of the unit. In order to ensure a water and air tight seal, service panels shall have lifting handles and no more than three screws to remove. All exposed vertical panels and top covers in the indoor air section shall be insulated with a 1/2 inch, 1 pound density foil-faced, fire-resistant, permanent, odorless, glass fiber material. The base of the downflow unit shall be insulated with 1/2 inch, 1 pound density foil-faced, closed-cell material. The downflow unit's base pan shall have no penetrations within the perimeter of the curb other than the raised 11/8 inch high supply/return openings to provide an added water integrity precaution, if the condensate drain backs up. The base of the unit shall have provisions for forklift and crane lifting.

Unit Top

The top cover shall be one piece, or where seams exist, double hemmed and gasket sealed to prevent water leakage.

Filters

Two inch standard filters shall be factory supplied on all units

Compressors

All units shall have direct-drive, hermetic, scroll type compressors with centrifugal type oil pumps. Motor shall be suction gas-cooled and shall have a voltage utilization range of plus or minus 10 percent of nameplate voltage. Internal overloads shall be provided with the scroll compressors. All models shall have crankcase heaters, phase monitors and low and high pressure control as standard. Dual compressors are available on all standard efficiency models and 12.5 to 20 tons high efficiency models and allow for efficient cooling utilizing 3 stages of compressor operation (high efficiency models only). 25 tons high efficiency units have 3 compressors for up to 4 stages of compressor operation.

Crankcase Heaters

These band heaters provide improved compressor reliability by warming the oil to prevent migration during off-cycles or low ambient conditions.

Refrigerant Circuits

Each refrigerant circuit shall have service pressure ports, and refrigerant line filter driers factory installed as standard. An area shall be provided for replacement suction line driers.

**Evaporator and Condenser Coils**

Evaporator Coils (only on T/YS*150, 180, 210, 240, 300G models)-

Microchannel evaporator coils will be burst tested by the manufacturer. Internally finned, 5/16" copper tubes mechanically bonded to a configured aluminum plate fin shall be standard for evaporator coils.

Coils shall be leak tested to ensure the pressure integrity. The evaporator coil shall be leak tested to 225 psig and pressure tested to 450 psig.

Condenser Coils (available on T/Y**150, 180, 210, 240, 300G models) - Microchannel condenser coils shall be standard on all units. Coils shall be leak tested to ensure the pressure integrity. The condenser coil shall be leak tested to 225 psig and pressure tested to 450 psig.

Gas Heating Section

The heating section shall have a drum and tube heat exchanger design using corrosion resistant steel components. A forced combustion blower shall supply premixed fuel to a single burner ignited by a pilotless hot surface ignition system.

In order to provide reliable operation, a negative pressure gas valve shall be used on standard furnaces and a pressure switch on furnaces with modulating heat that requires blower operation to initiate gas flow. On an initial call for heat, the combustion blower shall purge the heat exchanger 45 seconds before ignition.

After three unsuccessful ignition attempts, the entire heating system shall be locked out until manually reset at the thermostat. Units shall be suitable for use with natural gas shall also comply with California requirements for low NOx emissions.

Condenser Coil

The microchannel type condenser coil is standard for the standard efficiency models.

Due to flat streamlined tubes with small ports, and metallurgical tube-to-fin bond, microchannel coil has better heat transfer performance. Microchannel condenser coil can reduce system refrigerant charge by up to 50% because of smaller internal volume, which leads to better compressor reliability. Compact all-aluminum microchannel coils also help to reduce the unit weight. All-aluminum construction improves re-cyclability. Galvanic corrosion is also minimized due to all aluminum construction. Strong aluminum brazed structure provides better fin protection. In addition, flat streamlined tubes also make microchannel coils more dust resistant and easier to clean. Coils shall be leak tested at the factory to ensure the pressure integrity. The evaporator coil and condenser coil shall be leak tested to 600 psig. The assembled unit shall be leak tested to 465 psig.

Outdoor Fans

The outdoor fan shall be direct-drive, statically and dynamically balanced, draw-through in the vertical discharge position. The fan motor(s) shall be permanently lubricated and shall have built-in thermal overload protection.

Indoor Fan

Units above shall have belt driven, FC centrifugal fans with adjustable motor sheaves. Units with standard motors shall have an adjustable idler-arm assembly for quick-adjustment of fan belts and motor sheaves. All motors shall be thermally protected. All indoor fan motors meet the U.S. Energy Policy Act of 1992 (EPACT).

**Controls**

Unit shall be completely factory wired with necessary controls and contactor pressure lugs or terminal block for power wiring. Unit shall provide an external location for mounting a fused disconnect device. ReliaTel controls shall be provided for all 24 volt control functions. The resident control algorithms shall make all heating, cooling, and/or ventilating decisions in response to electronic signals from sensors measuring indoor and outdoor temperatures. The control algorithm maintains accurate temperature control, minimizes drift from set point, and provides better building comfort. A centralized control shall provide anti-short cycle timing and time delay between compressors to provide a higher level of machine protection.

High Pressure Cutout

This option is offered for units that do not have High Pressure cutout as standard.

Discharge Line Thermostat

A bi-metal element discharge line thermostat is installed as a standard option on the discharge line of each system. This standard option provides extra protection to the compressors against high discharge temperatures in case of loss of charge, extremely high ambient and other conditions which could drive the discharge temperature higher. Discharge line thermostat is wired in series with high pressure control. When the discharge temperature rises above the protection limit, the bi-metal disc in the thermostat switches to the off position, opening the 24 VAC circuit. When the temperature on the discharge line cools down, the bi-metal disc closes the contactor circuit, providing power to the compressor. When the thermostat opens the fourth time, the ReliaTel control must be manually reset to resume operation on that stage.

Accessory - Low Leak Economizer

This accessory meets low leak requirements for ASHRAE90.1, IECC, and Title 24 standards; Allows 100 percent outdoor air supply from 0-100 percent modulating dampers; Comes standard with Barometric Relief; can be paired with Powered exhaust for additional building evacuation; Can be paired with Fault Detection (FDD) to meet current mandatory Title 24 requirements; Dry Bulb; And, available for down flow applications.

1ST CHOICE HEATING AND COOLING
INSPECTION SERVICE CHECK SHEET

ROOFTOP PACKAGE EQUIPMENT

Date _____

Customer * START-UP CHECK SHEET *

Location _____

Unit Model Number _____ Unit Serial Number _____

Comp. #1 Model No. _____ Comp. #1 Serial No. _____

Comp. #2 Model No. _____ Comp. #2 Serial No. _____

Ambient Temperature _____

The checks and reports will be made as indicated under "Inspection Periods".

INSPECTION ITEM	INSPECTION PERIODS		REMARKS
	OPERATING INSPECTION	MAINTENANCE INSPECTION	
A. GENERAL INSPECTION			
1. Line Voltage	X	X	
2. Leak Test Unit	X	X	
3. Condition of Evaporator Coil	X	X	
4. Condition of Condenser Coil	X	X	
5. Check System Charge	X		
6. Piping Gas and Refrigeration	X	X	
7. Check All Mountings and Fasteners	X	X	
8. Unusual Noise or Vibration	X	X	
ITEMS USED:			

1ST CHOICE HEATING AND COOLING
INSPECTION SERVICE CHECK SHEET

ROOFTOP PACKAGE EQUIPMENT

Date _____

Customer * START-UP CHECK SHEET *

Location _____

Unit Model Number _____ Unit Serial Number _____

Comp. #1 Model No. _____ Comp. #1 Serial No. _____

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Ambient Temperature _____

The checks and reports will be made as indicated under "Inspection Periods".

INSPECTION ITEM	INSPECTION PERIODS		REMARKS
	OPERATING INSPECTION	MAINTENANCE INSPECTION	
A. GENERAL INSPECTION			
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2. Leak Test Unit	X	X	
3. Condition of Evaporator Coil	X	X	
4. Condition of Condenser Coil	X	X	
5. Check System Charge	X		
6. Piping Gas and Refrigeration	X	X	
7. Check All Mountings and Fasteners	X	X	
8. Unusual Noise or Vibration	X	X	
ITEMS USED:			

INSPECTION ITEM	INSPECTION PERIODS		REMARKS
	OPERATING INSPECTION	MAINTENANCE INSPECTION	
B. COMPRESSOR #1			
1. Oil Heater Amp Draw	X	X	
2. Suction Pressure	X		
3. Discharge Pressure	X		
4. Oil Pressure	X		
5. Oil Level Operating	X		
6. Check Low Pressure Control Setting	X		
7. Check High Pressure Control Setting	X		
8. Low Oil Pressure Control Operation	X	X	
9. Motor Amperage	X		
10. Check Superheat	X		
11. Remote Bulb Secure	X	X	
12. Unloader Operation	X		
13. Hot Gas Bypass Setting	X		
14. Sub-cooling	X		
15. Moisture/Acid test of oil	X		
16. Inspect Motor Terminals	X	X	
17. Meg OHM Reading	X	X	
C. COMPRESSOR #2			
1. Oil Heater Amp Draw	X	X	
2. Suction Pressure	X		
3. Discharge Pressure	X		
4. Oil Pressure	X		
5. Oil Level Operating	X		
6. Check Low Pressure Control Setting	X		
7. Check High Pressure Control Setting	X		
8. Low Oil Pressure Control Operation	X	X	
9. Motor Amperage	X		
10. Check Superheat	X		
11. Remote Bulb Secure	X	X	
12. Unloader Operation	X		

INSPECTION ITEM	INSPECTION PERIODS		REMARKS
	OPERATING INSPECTION	MAINTENANCE INSPECTION	
C. COMPRESSOR #2 (CONTINUED)			
13. Hot Gas Bypass Setting	X		
14. Sub-cooling	X		
15. Moisture/Acid test of oil	X		
16. Inspect Motor Terminals	X	X	
17. Meg OHM Reading	X	X	
D. CONDENSER			
1. Check Fan Rotation	X	X	
2. Check Fan Amperage	X	X	
3. Check Fan Contactors	X	X	
4. Check Fan Connections	X	X	
5. Check Mounting Brackets	X	X	
6. Check Setting of Fan Temperature or Pressure Controls	X		
E. EVAPORATOR			
1. Check Fan Amperage	X	X	
2. Check Fan Rotation	X	X	
3. Check Fan Belts	X	X	
4. Lube Fan Bearings	X	X	
5. Lube Fan Motor Bearings	X	X	
6. Condition of Filters	X	X	
7. Check for Proper Condensate Drain	X		
8. Check Inlet Vanes or Dampers and Actuators & Lubricate	X	X	
9. Check Static Pressure Controls	X	X	
10. Check Zone Damper Actuators	X	X	
F. RETURN AIR OR EXHAUST FAN			
1. Check Fan Amperage	X	X	
2. Check Fan Rotation	X	X	
3. Check Fan Belts	X	X	
4. Lube Fan Bearings	X	X	
5. Lube Fan Motor Bearings	X	X	
6. Check Dampers and Actuators	X	X	

INSPECTION ITEM	INSPECTION PERIODS		REMARKS
	OPERATING INSPECTION	MAINTENANCE INSPECTION	
G. ECONOMIZER			
1. Check Enthalpy Control Setting	X	X	
2. Check Low Ambient Lockout or DAT	X	X	
3. Check Setting of Mix Air Controller	X	X	
4. Check Dampers and Actuator	X	X	
5. Percent Minimum Setting	X	X	
H. CONTROLS			
1. Check Discharge Air Controller	X	X	
2. Check Master Energy Controller	X	X	
3. Check Night Set Bank and Morning Warm Up	X	X	
4. Check Remote Control Panel and Time Clock	X	X	
5. Check Low Ambient Timers	X		
6. Check Anti-Cycle Timers	X		
7. Check Time Delay Between Compressors	X		
8. Check Contactors and Relays	X	X	
9. Check Terminals	X	X	
10. Check Room SAT or STATS	X	X	
I. HEATING			
1. Gas Pressure	X	X	
2. Check Combustion Blower	X	X	
3. Check Fan Switch or Sail Switch	X	X	
4. Check Pilot Ignition	X	X	
5. Check Burner Ignition	X	X	
6. Make Visual Check of Flame	X	X	
7. Check Flue and Vents	X	X	
8. Check Main and Pilot Valve for Leaks	X	X	
9. Check Purge Time	X	X	
10. Check Steam or Hot Water Valve	X	X	
11. Check Freeze Stat Setting	X	X	

Service Engineer _____ Date _____



Wexford County BID SUBMISSION FORM

Project name: The Wex Capital Improvements **Project Number:** RP19-0079

Bid Submittal Deadline: Wednesday, February 24, 2021 at 2:30 p.m.

Submit in person to: Wexford County Administration Office
2nd Floor, Wexford County Courthouse

Or by mail to: Wexford County Administration Office
437 E. Division St., Cadillac, MI 49601

-
1. **Wexford Civic Center HVAC Project Base Bid (required)** \$ 307,650⁻
Includes, but is not limited to, the following:
- Provision and installation of four (4) 20 ton 460/3 phase rooftop units, 8000 CFM
 - Provision and installation of all associated curbing and structural support, temperature controls, gas piping, electric service and ductwork as indicated in the plan sheets
2. **Alternate Bid Item #1 (required)** minus \$ <17,000⁻
Deduct bid item for leaving all existing air handling and in place, see plan sheet MD-1.
3. **Alternate Bid Item #2 (required)** minus \$ <36,000⁻
Deduct bid item wherein only three (3) of the roof top units will be installed. Eliminate RTU-4 and all labor and equipment associated with the installation of RTU-4, including circuit breaker, conduit, and circuitry (wiring) from new panel #G to RTU-4. See plan sheet M1.
4. Alternate Bid Item #3 from plan sheet M1 is not a part of this project.
5. **TOTAL BID** \$ SEE ABOVE
6. **Estimated start date** APRIL 1
Estimated completion date JUNE 1
-

Contractor Information:

Company Name D&W MECHANICAL Office phone 231-941-1215
Address 1266 INDUSTRY DR. Cell phone 231-499-7878
TRAVERSE CITY, MI 49
Email DHINTZ@DWMMECHANICAL.COM

DANIEL W. HINTZ
Typed or printed name and title of official authorized
to find the firm to the provisions of the bid documents

Daniel W. Hintz
Signature of official authorized to bind
the firm to the provisions of the bid documents.

Date 2/24/21

Failure to complete this form may be considered grounds for elimination from the selection process.



Wexford County BID SUBMISSION FORM

Project name: The Wex Capital Improvements Project Number: RP19-0079

Bid Submittal Deadline: Wednesday, February 24, 2021 at 2:30 p.m.

**Submit in person to: Wexford County Administration Office
2nd Floor, Wexford County Courthouse**

**Or by mail to: Wexford County Administration Office
437 E. Division St., Cadillac, MI 49601**

1. Wexford Civic Center HVAC Project Base Bid (required) \$ 443,000.⁰⁰

Includes, but is not limited to, the following:

- Provision and installation of four (4) 20 ton 460/3 phase rooftop units, 8000 CFM
- Provision and installation of all associated curbing and structural support, temperature controls, gas piping, electric service and ductwork as indicated in the plan sheets

2. Alternate Bid Item #1 (required) minus \$ <40,000.⁰⁰>

Deduct bid item for leaving all existing air handling and in place, see plan sheet MD-1.

3. Alternate Bid Item #2 (required) minus \$ <68,000.⁰⁰>

Deduct bid item wherein only three (3) of the roof top units will be installed. Eliminate RTU-4 and all labor and equipment associated with the installation of RTU-4, including circuit breaker, conduit, and circuitry (wiring) from new panel #G to RTU-4. See plan sheet M1.

4. Alternate Bid Item #3 from plan sheet M1 is not a part of this project.

5. TOTAL BID (ASSUMES ACCEPTANCE OF ALT-1 & ALT-2) \$ 335,000.⁰⁰

6. Estimated start date 30 DAYS FROM CONTRACT AWARDED

Estimated completion date 90 DAYS FROM START

Contractor Information:

Company Name TEMPERATURE CONTROL, INC Office phone (231) 922-1862

Address 1623 NORTHERN STAR DR. TRAVERSE CITY MI Cell phone _____

Email plaw@tcius.net

PAT LAW
Typed or printed name and title of official authorized
to find the firm to the provisions of the bid documents

[Signature]
Signature of official authorized to bind
the firm to the provisions of the bid documents.

Date 2/24/21

Failure to complete this form may be considered grounds for elimination from the selection process.

February 24, 2021

Jim Meier, GRI
Broker/Owner
Premier Realty Co. LLC
216 East Cass Street
Cadillac, MI 49601

Dear Mr. Meier:

This letter is to constitute a Letter of Intent between Wexford County Board of Commissioners ("**Seller**") and US Federal Properties Co., LLC ("**Purchaser**"), with respect to the proposed acquisition by Purchaser of the property commonly known as 429 Cobb Street, Cadillac, MI 49601 (the "**Property**"). Refer to Exhibit A for property location.

Based upon information furnished to Purchaser, Purchaser would be interested in pursuing the proposed transaction on the terms and conditions described herein:

- A. **AGREEMENT:** Within ten (10) days from the mutual execution of this Letter of Intent, Purchaser shall deliver to Seller a purchase agreement (the "Purchase Agreement"). The Purchase Agreement shall incorporate the substance of this Letter of Intent and contain such other provisions, terms, representations, warranties, holdbacks and escrows agreeable to the Parties relating to transactions of this nature, together with draft ancillary documents required in connection with the closing of the transaction contemplated by the Purchase Agreement, and appropriate exhibits, all of which must be, as to form and substance, mutually satisfactory and acceptable to Seller and Purchaser.
1. **Property:** Purchaser and Seller understand and agree the Property will be subdivided at the sole cost and expense of the Seller, and the new parcel to be acquired by Purchaser shall be approximately 4.25 acres. Seller shall provide to Purchaser an ALTA/ACSM survey for the new parcel within thirty (30) days from the mutual execution of this Letter of Intent.
 2. **Form of Transaction:** Purchaser shall acquire fee simple title to the Property and title to all improvements located thereon owned by Seller, unencumbered by any mortgages, trust deeds or mechanics' liens.
 3. **Purchase Price:** Purchaser shall purchase the Property for a total purchase price of \$275,000.00.
 4. **Earnest Money:** Within fourteen (14) days from the mutual execution of the Purchase Agreement, Purchaser shall deliver an earnest money deposit in the amount of \$10,000.00 to be held by First American Title, as escrow agent in an escrow (with escrow instructions mutually acceptable to Seller and Purchaser and their respective counsel) with interest for the benefit of Purchaser. The earnest money shall be applied to the purchase price at closing and shall otherwise be governed by the terms of the Purchase Agreement. At Purchaser's option, the earnest money deposit may be in the form of an irrevocable unconditional letter of credit issued by a bank reasonably acceptable to Seller with a maturity date no earlier than sixty (60) days after the anticipated closing date. Purchaser shall provide evidence that funds are available for the purpose of purchasing the Property.

5. **Due Diligence:** Purchaser will have one hundred and twenty (120) calendar days from the date of execution of the Purchase Agreement to conduct a due diligence investigation including, without limitation completion and possible acceptance of any environmental assessment. After the execution of the Purchase Agreement, Seller shall afford the Purchaser and its agents, employees and consultants reasonable access to the Property as may be necessary in order for Purchaser to complete its due diligence examination of the Property. Purchaser may in its sole discretion terminate the Purchase Agreement if the due diligence investigation is not satisfactory to the Purchaser, and the Earnest Money deposit will be refunded to Purchaser. The due diligence period may be extended only by written agreement of the Purchaser and Seller.
6. **Inspection Materials:** Within five (5) days from the mutual execution of the Purchase Agreement, Seller shall deliver to Purchaser the inspection materials listed below for the Property, to the extent they are available.
 - i. Existing ALTA Survey;
 - ii. Environmental Reports in Seller's possession;
 - iii. Soil Boring Logs & Soils Reports in Seller's possession;
 - iv. Current or most recent Appraisal;
 - v. Any Title Reports or Title Policies in Seller ' s possession;
 - vi. Existing ECR / REA / or other documents governing common areas or easements affecting the Property along with any and all exclusive uses and other material information on use restrictions;
 - vii. A list of all known defects or malfunctions affecting the Property with respect to parking lots, drainage and sewer systems;
 - viii. Any correspondence with any lien claimants either still pending or lien claimants that have received a priority determination.
7. **Confidentiality:** Information received from Seller shall be maintained by Purchaser as Seller's confidential information until closing, and in the event this Letter of Intent or Purchase Agreement is terminated or prior to closing or expires, Purchaser shall return such information and documentation to Seller. Purchaser shall cause its agents, employees, consultants and representatives to agree to the provisions hereof relating to confidentiality. Nothing herein shall prevent Purchaser from disclosing information received by Purchaser in a lawful manner from sources other than Seller or its agents or employees.
8. **Closing:** The closing of the transaction contemplated by the Purchase Agreement shall take place on or before ninety (90) days after Purchaser has received a fully executed lease from the US Department of Veterans Affairs (the "VA"), or on such other date as the parties may agree. However, if the closing of the transaction contemplated fails to occur on or before December 31, 2021 then the Purchase Agreement shall expire, shall be deemed null and void, the Seller shall retain the Earnest Money deposit, and neither party shall have any further obligation to the other.
9. **Representations and Warranties:** Seller and Purchaser shall make appropriate representations and warranties mutually agreeable to the parties.
10. **Closing Conditions:** The obligation of Purchaser to consummate the Purchase Agreement shall be subject to the following types of conditions existing on the closing date:

- i. No Adverse Change; Representations; Covenants: No material adverse change shall have occurred in the Property; the representations and warranties contained in the Agreement shall be true as of the closing date; and all covenants to be performed at the closing shall have been performed.
 - ii. Consents and Approvals: All requisite filings shall have been made with, and all consents and approvals shall have been obtained from, all applicable regulatory and other governmental authorities and third parties.
 - iii. Title Insurance: Title to the Property shall be in such condition as shall be approved by Purchaser. A title insurance commitment in amounts and from companies reasonably acceptable to Purchaser shall be furnished by Seller. Purchaser shall pay the premium for any title insurance policy required by Purchaser.
 - iv. Prorations: Real estate taxes and other customary items shall be prorated between the parties to the date of closing.
 - v. Financing: Purchaser is securing and funding a loan to purchase the Property on terms and conditions acceptable to Purchaser.
- B. **EXPENSES:** Each party shall bear its own legal and accounting expenses in connection with this transaction, and Purchaser shall bear its own expenses for any and all investigations and inspections during the due diligence period, with the exception of the ALTA/ACSM survey which shall be the sole cost and expense of the Seller.
- C. **EXCLUSIVITY:** Unless the Letter of Intent and/or Purchase Agreement between Purchaser and Seller is terminated or expires, Seller will not solicit, negotiate, or entertain in any way an offer from any other person or entity to purchase the Property.
- D. **BROKERS:** The parties shall represent and warrant to each other that they have dealt with no brokers other than Premier Realty Co. LLC ("**Broker**") solely representing Seller and each party shall indemnify the other from any brokerage commission or fee claimed by any other broker resulting from commitments made to a broker by the indemnifying party. Seller shall pay to Broker a fee at closing, as determined solely by Seller and Broker.
- E. **LIMITED REVIEW; APPROVAL:** The parties acknowledge and agree that Purchaser has conducted only a limited review of the Property to date, and that the foregoing is subject to Purchaser being satisfied with the full legal, accounting, financial, planning and zoning and environmental due diligence investigation to be performed by it and its representatives, and to the approval of Purchaser, at Purchaser's sole discretion.
- F. **OTHER PROVISIONS:** This Letter of Intent serves only to record intent, and any binding commitment with respect to the transactions contemplated hereby will result only from the execution of a Purchase Agreement approved and executed by both the Purchaser and the Wexford County Board of Commissioners. A binding commitment with respect to the purchased and sale contemplated by the Letter of Intent hereby will result only from the execution of the actual Purchase Agreement.
- G. **TIMING:** In the event a Purchase Agreement is not approved by the Purchaser and Seller and executed on or before April 15, 2021 then this Letter of Intent shall expire and be null and void, the Earnest Money deposit will be refunded to Purchaser, and neither party shall have any further obligation to the other. Upon execution of a Purchase Agreement by the Purchaser and Seller, this Letter of Intent shall be null and void and the obligations of the Parties shall be defined solely by the provisions of the Purchase Agreement.

If the terms and conditions set forth above are acceptable to you, please so indicate by signing one (1) copy of this Letter of Intent, where indicated, and returning it to me at your earliest convenience.

Sincerely,

US FEDERAL PROPERTIES Co., LLC

A handwritten signature in black ink, appearing to read 'J. Hobick', written over a horizontal line.

**JASON HOBICK
VP, DEVELOPMENT**

AGREED AND ACCEPTED:

SELLER: Wexford County Board of Commissioners

By: _____

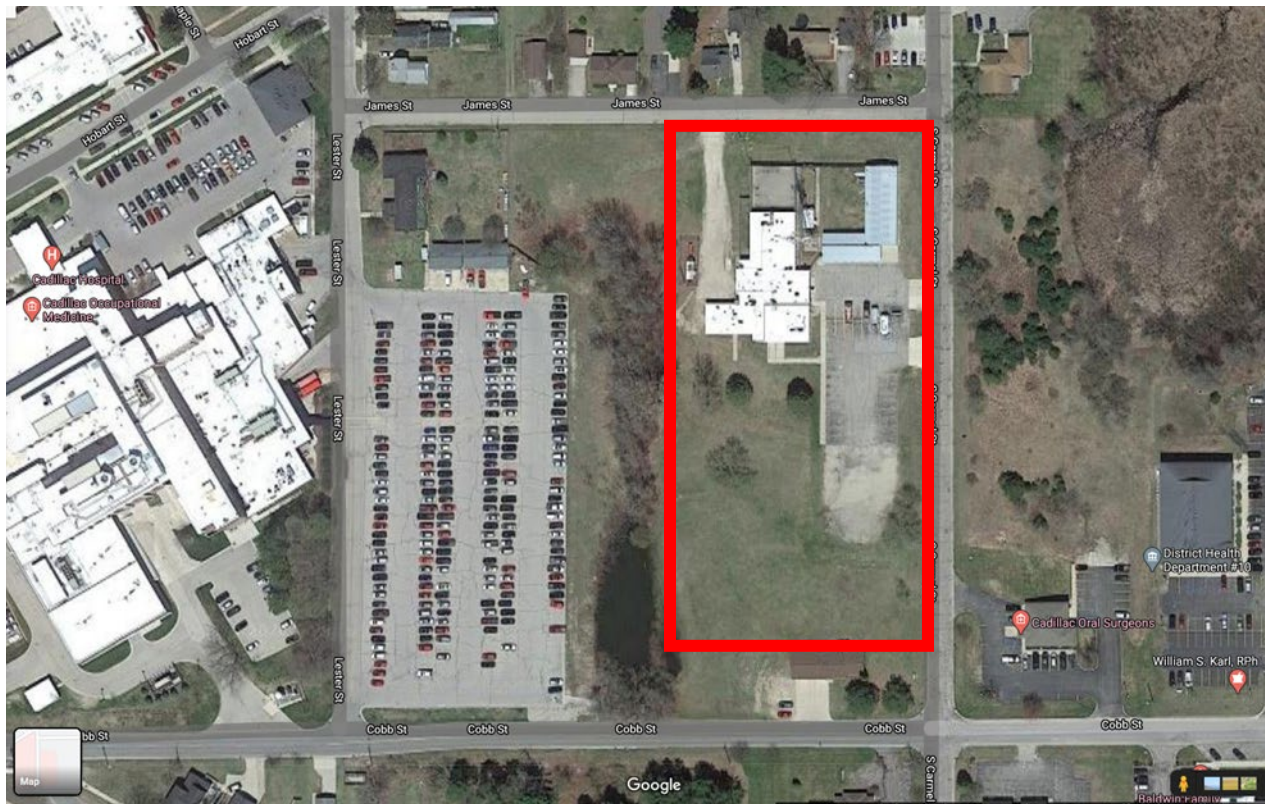
Its: _____

Date: _____

EXHIBIT A PROPERTY LOCATION

Address: 429 Cobb Street, Cadillac, MI 49601

Parcel Description: Parcel No. 10-082-00-444-00, as identified on the map below:



3/3/2021

J.7.

**Wexford County Board of Commissioners
Amendments to the 2021 Budget**

Adj#	Acct	Acct Description	Revenue	Expense
20210201	101.229.702.02	Supervisory Staff		\$ (3,200) (a)
	101.229.800.00	Contracted Services		\$ 3,200
		Window tinting/security film of the entire office windows		

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

FOIA Requests: The Administration Office received only 3 new Freedom of Information requests between February 13 and February 26. We fully expect to be inundated with FOIA requests next week to make up for this odd lull.

New Employees: One new employee has started at the County since the February 17 Board of Commissioners meeting; a part-time Maintenance Worker/Custodian.

Maintenance Department: As our Maintenance Director now has a part time employee, this seemed a good time to implement the use of work orders. The sheriff's office has been using work orders for some time, so it was easy to tweak their existing form a bit to fit the needs of the rest of the County's buildings. So far, the new process seems to be working well.

Current Projects/Tasks

Merit Fiber Connection: The Courthouse's internet is now running through the Merit fiber system! The only exception to this is the court Polycom systems and the state's JIS system. These final connections require additional work and IT Right will do this the first week of March.

COVID grant administration: We were selected by Michigan's Dept. of Treasury as one of the lucky CRLGG grant recipients to provide additional documentation. Further documentation may or may not be required. Also, additional eligible purchases under the CESF grants are being planned. We continue to watch for new grant possibilities that will benefit the County.

Janitorial: The Maintenance Director and I have had many, many, many conversations with elected officials and appointed department heads about janitorial issues and concerns at the Courthouse and the Lake Street building. We've talked to Cadillac Janitorial and will be discussing with commissioners in the very near future.

Public Defender Office Space: Thanks to the BOC approval of their lease, the staff at the Public Defender's Office is very much looking forward to moving to their new home just north of the Lake Street building. Painters hired by the building's owner have been at work this week and everything seems to be on track for a move in just a few short weeks.

Virtual Meeting Capacity – BOC Room: We've now held five committee meetings and one BOC meeting with the new equipment. The last bits of the system, the microphone recharging stations, have been delivered and their final resting place is being worked out.

Additional Notes/Meetings

Chamber Leadership Class Presentation: Sheriff Taylor, Judge Audrey Val Alst, Prosecutor Corey Wiggins, and myself all made presentations for the group's Government & Criminal Justice Day. Afterward, a chamber representative noted that she "had a few class members inform me that this was their favorite day so far."

Cybersecurity Training: Part of the County's agreement with IT Right, our IT provider, includes quarterly cybersecurity training. The next training, with the catchy title "Safe Web Browsing," will start in March.

Respectfully,
Janet Koch, County Administrator