



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 1, 2021 beginning at 4:00 p.m. in the Commissioners’ Room of the Historic Courthouse in Cadillac, MI, 49601.

PUBLIC PARTICIPATION

The meeting can be attended in person or by any 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
 - 1. 15-Year Service Award – Katherine Gurumurthy – Probate Court..... 1
- 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 August 18, 2021, Regular Meeting Minutes 2
 - 2. Approval of the Re-appointments to the Construction Board of Appeals 6

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BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: September 1, 2021
SUBJECT: Employee Recognition

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County policy B.13-0, at 10, 15, 20, 25, 30 and 35 years. The following employee should be recognized at the next Board of Commissioners meeting for her service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Katherine Gurumurthy	Probate Court	15 Years

Katherine Gurumurthy began her employment with Wexford County on August 7, 2006, as a Receptionist/Deputy Clerk in Probate Court. In May of 2007, Ms. Gurumurthy successfully trained and became certified as a Court Reporter.

On November 21, 2016, Ms. Gurumurthy was appointed as the Juvenile Court Administrator/Juvenile Register for the Family Division of the 28th Circuit Court and continues to work in this position.

RECOMMENDATION:

Presentation of the certificate of appreciation to Ms. Gurumurthy at the meeting.

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, August 18, 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-none

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-

Tiffany Jones and Larry Czelusta appeared from the Conservation District. Tiffany said the annual tree sale was a success and there seems to be a revival in tree planting. They held workshops at the Missaukee Conservation District and also on their farm. New this year was a native plant sale at the farmer's market. Partnered with Misty Ridge Greenhouse using all local plants.

Larry Czelusta, Assistant Forester covering Wexford, Missaukee and Kalkaska counties. He assists are landowners at no charge-with planting, timber harvest, forest health, insect and disease assessment. Also helps administer the states Qualified Forests Program which helps landowners reduce property taxes. Has been working on converting abandoned tree farms into something productive. He also assisted the federal Government identify exotic insects found in pallets at a local factory. Also assisted with gypsy moth devastation.

One commissioner asked about 10 Road and 31 and what the future holds for that area. Larry mentioned one landowner in that area will be replanting.

Commissioner Bengelink thanked Larry for his help with the gypsy moth devastation.

Public Comment- *None.*

Consent Agenda

1. Approval of the August 4, 2021 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Nichols to approve the Consent Agenda.

All in favor.

Agenda Items

1. HR Office Set-Up
MOTION by Comm Bengelink, seconded by Comm Hurlburt to approve the second-floor copy room become the location of the new HR Office and no more than \$4,000 for the office set-up.

One Comm questioned where the funding was coming from for the position. Another Comm stated the General Fund. The original Comm then questioned where funds would come from for training if needed. Clerk Nyman stated that it would be funded by the General Fund but per the Finance Committee the HR position would have its own budget-also out of the General Fund.

A third Comm then asked Jami Bigger, HR Coordinator, if she has a degree in Human Resources -Jami stated that she has a degree in Business but has had classes related to Human Resources.

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

2. Drone Insurance
MOTION by Comm Bengelink, seconded by Comm Bush to approve the purchase of drone insurance at a cost not to exceed \$2810.00.

One Commissioner questioned permission would be needed from the airport board for the drone to be able to fly near the airport-another Comm stated that Travis Baker is licensed by the FAA.

Roll Call: Motion passed 9-0.

3. Clam River Dam Repair
MOTION by Comm Theobald, seconded by Comm Bush to approve paying half the cost to repair the dam in an amount not to exceed \$3,030.

Roll Call: Motion approved 9-0.

4. Resolution 21-24 Secondary Road Patrol Grant Application

MOTION by Comm Nichols, seconded by Comm Theobald to approve Resolution 21-24 Supporting Wexford County Road Patrol and Traffic Accident Prevention Program Grant Application.

Roll Call: Motion passed 9-0.

5. Budget Amendment

MOTION by Comm Musta, seconded by Comm Bengelink to approve the budget amendment dated 8/18/2021.

8/18/2021

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

Adj #	Acct	Acct Description	Revenue	Expense
	101.101.699.0			
20210803	0	Appropriated Fund Balance	\$2,803	a.
	101.426.931.0			
	0	Equipment Maintenance & Repair		\$2,803
		One-time payment to cover the insurance on the Drone		
	101.890.999.1			
20210804	0	Reserve/Other		(\$3,050) b.
	101.275.931.0			
	0	Equipment Maintenance & Repair		\$3,050
		Clam River Dam repair		

Roll Call: Motion passed unanimously.

Administrator's Report-none

Correspondence- American Red Cross Volunteers Needed

Public Comments- none

Liaison Reports-

Comm Townsend-had wonderful library board meeting in Mesick-he provided the food and invited all to attend next August.

Comm Bengelink-attended a Lake Mitchell Improvement Board meeting-EMS issue that they are working on is being resolved favorably-more to come on that.

Comm Bush-CAMA meeting next week-they will see what places they can visit.

Board Comments-

Comm Potter-commented that in a time when we are having a hard time finding and keeping good employees he was happy to hear that Jami accepted the HR position and thinks she will do a great job.

Comm Hurlburt seconded Comm Potters statement and said he is excited to see Jami in the new position and thinks she will do a heck of a job.

Comm Townsend-mentioned that the Cadillac Airport is having a Wings and Wheels event on 8/28/2021 from 10:00 am until 4:00 pm. Family friendly event.

Comm Bengelink gave a quote from Milton Freedman

Comm Nichols congratulated Jami on the new position-she thinks everyone knows she was concerned about how the position came about and hopes that in the future all of the commissioners can be included in the discussion so that they aren't blindsided in meetings. Also mentioned attending the Veterans WWII event at the airport and meeting the airport director.

Chairman's Comments-

Comm Taylor thanked everyone for coming and congratulated Jami on her new position.

Adjourn

MOTION by Comm Bengelink, seconded by Comm Potter to adjourn at 4:15 p.m.

All in favor.

Gary Taylor, Chairperson

Melanie Danforth, Chief Deputy Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: September 1, 2021
SUBJECT: Reappointment to the Construction Board of Appeals

SUMMARY OF ITEM TO BE PRESENTED:

Mark Richardson and Randy Williams’ appointment to the Construction Board of Appeals is set to expire on October 31, 2021. Both members have been contacted and would like to be reappointed to the next three-year term.

RECOMMENDATION:

The HR/Public Safety Committee advises the full board reappoint Mr. Richardson and Mr. Williams to the Construction Board of Appeals with a term expiring October 31, 2024.

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 first day of September 2021 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

RESOLUTION NO. 21-25

A RESOLUTION OF THE WEXFORD COUNTY BOARD OF COMMISSIONERS SUPPORTING THE COMMUNITY MENTAL HEALTH AUTHORITY AND OPPOSING CURRENT STATE LEGISLATION TO CHANGE THE CMHA

WHEREAS, Northern Lakes Community Mental Health Authority has served for more than fifty years as the public mental health service provider for this community, serving approximately 1200 residents yearly in Wexford County; and

WHEREAS, Northern Lakes Community Mental Health Authority was created by the Wexford County Board of Commissioners as duly authorized under the Community Mental Health Act of 1963; and

WHEREAS, Every year, thousands of individuals and their families in this community depend on the public behavioral health system for daily and life-long supports and services; and

WHEREAS, Wexford County opposes any behavioral health redesign that harms the state and county partnership for community mental health and related Medicaid safety net services, or seeks to privatize Medicaid behavioral health services; and

WHEREAS, Recent proposals in the Michigan House and Senate fundamentally change the public behavioral health system and will harm those served by the system. The Wexford County Board opposes these proposals because:

- Local public oversight, local governance, local operations, and local accountability would be ended;
- Beneficiaries would stand to lose access to services, supports and input into the design and operation of their services and support system. Many of our residents would be left out of the redesign proposals completely.
- The Senate proposal specifically incentivizes and prioritizes profits to private companies at the expense of the public and the people served by our public behavioral health system;

WHEREAS, Instead of damaging our public behavioral health system through pursuit of these proposals, recent innovations by the Public Health system should be supported. The Wexford County Board supports, and asks our Legislative and Executive Branch leaders to support:

- Certified Community Behavioral Health Clinics (CCBHCs)
- Behavioral Health Homes
- Opioid Health Homes

WHEREAS, The public behavioral health system is the safety net system for our state's most vulnerable and needy people. We believe strongly that the public safety net behavioral health system must remain public in governance, public in accountability, funding, and operation. We believe strongly that Wexford County must have direct in-person access to their board member representatives in the community and to the whole board of directors through participation in local public board meetings under the Open Meetings Act. Recent state legislation by the Senate and House eliminates these key features of the behavioral health system. We stand united in opposing these proposals.

WHEREAS, The House and Senate proposals as they currently stand shifts the responsibility for managing public services from local involvement and oversight to either a privatized plan or to a state-run plan. The premise of these proposals seems to be that privatization (Senate) and state-centralization are better than local access, local control, local accountability, collaborative and regional/local management, and local oversight. These are just a few of the beneficial features of the current public behavioral health system that the House and Senate proposals ignore, and for these reasons we stand united in opposition to them.

WHEREAS, Having come through a recent pandemic, and currently dealing with further results of the pandemic, this is no time for a major upheaval of the public behavioral health system that so many thousands of persons, their families, and our entire community relies on for support. The public behavioral health safety net has ensured continued services and supports for all these people in our community throughout the pandemic period.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the County of Wexford, that we request that our policy making representatives support, improve and strengthen the public behavioral health safety net system, and that you support improvements in the delivery of publicly governed, publicly accountable, publicly operated regional and community-based systems, invest in and expand initiatives that are proven to improve citizen access, beneficiary engagement, individual and population health, behavioral wellbeing, quality of life, and community betterment such as those mentioned above. These are among the accomplishments of the public system that would be destroyed by pursuing these new legislative proposals.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 21-25 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on September 1, 2021, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/Public Safety Committee
FOR MEETING DATE: September 1, 2021
SUBJECT: Flu Immunizations

SUMMARY OF ITEM TO BE PRESENTED:

This year, Cadillac Family Physicians is once again offering on-site flu immunizations. The cost has been increased from \$30 to \$35 per person. This is the first time the cost has increased since 2014. An employee’s health insurance will be billed. Cadillac Family Physicians has been providing this service since at least 2007.

In previous years, the Board of Commissioners approved paying the entire cost for employees who are not covered by insurance. However, the County has not received an invoice from Cadillac Family Physician for flu vaccinations since 2012, which was \$12.50; in 2011 the amount was \$80.00. Many employees are now covered by some type of health plan. County full-time employees are covered by the county’s health plan or another health plan. Currently, there are 14 part-time employees working for the County that may or may not have coverage.

In 2012, the funds were taken out of General Services Administration line item for employee physicals. A budget amendment would be needed to cover the costs for 2021, should there be any.

Commissioners are also eligible to receive a flu vaccination on-site.

RECOMMENDATION:

The HR/PS Committee suggests the BOC approve Cadillac Family Physicians to provide on-site flu immunizations and for the County to pay the full \$35.00 for any Wexford County employee whose cost is not covered by insurance.

Alan J. Conrad, MD, FAAFP
Tania M. LeBaron, MD
Dominic J. Kiomento, MD
Anne L. Broad, MD
Kayla M. Stefanko, DO
Scott Philburn, PA-C
Ryan Straight, PA-C



August 2021

Dear Personnel Director:

Summer is near its end and it is time to start thinking about the **Fall Seasonal Flu Season**. Fall is the time of year for adult immunization against the more prevalent strains of respiratory influenza. This influenza or "flu" is most common during the winter months and causes cough, fever and chills, sore throat, fatigue, headache, runny or stuffy nose, and muscle aches.

Influenza can make people of any age ill. Although most people are ill for only a few days, some have a much more serious illness and may need to be hospitalized. Thousands of people die each year from influenza related illnesses. The "flu" vaccine is recommended for everyone 6 months of age and older.

Cadillac Family Physicians, P.C. has been offering on-site flu immunizations since 1993. Our office provides the professional personnel to gather consents and immunize all interested employees. Our Company fee is **\$35.00 per injection, which covers the Quadrivalent type influenza vaccine**. If insurance is billed the prevailing office rate will be billed.

There may also be a mileage charge assessed for sites at a great distance from our office. Regardless of whether your business pays the fee, the employee pays the fee, or the cost is shared, the benefits to all are shown by the **convenience of group immunizations done right at the worksite**.

This year again, we will offer insurance billing for your employees. If you are interested in this process, please call **Julie Keller, LPN, Project Manager at (231) 876-1126** to schedule your on-site vaccinations today and inquire about insurance billing options! We also offer an injection clinic at Cadillac Family Physicians on Tuesdays and Thursdays 9am – 11am & 1pm – 5pm. Your employee can call the number on the patient services request and authorization form for an appointment and bring the completed service request menu with them.

For the safety of your employees and our staff due to COVID-19, we are asking that all employees be wearing a mask when immunization is given. We also will ask for social distancing while employees are waiting in line for immunization.

Enclosed please find the sample consent form which removes the employer from any liability related to the vaccination and informational sheets which may be helpful in promoting the flu vaccinations.

Sincerely,


Julie A. Keller LPN
Project Manager

Received by Wexford County

AUG 06 2021

Administration Office

Flu Season

This message is brought to you
by:

Cadillac Family Physicians



*DON'T GET CAUGHT
WITHOUT
YOUR FCU SHOT*

On-Site Shots Scheduled for: _____

Your Cost: _____



Wexford County

Request for Board of Commissioner Action

Department: County Clerk
Submitted by: Alaina Nyman
Subject: Central Birth Registry Agreement
Committee: Finance
Committee Meeting Date: 8/25/2021
BOC Meeting Date: 9/1/2021

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

Motion to approve the State of Michigan Revenue Agreement for use of MICBCS with the Wexford County Clerk's Office.

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):

No cost.

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

This system is currently used to help locate birth records in the state, as well as to print birth certificates that are housed at the State level only.

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

Needs to be completed by October 1st.

List of Attachments:

State of Michigan
 Department of Health and Human Services
 Bureau of Grants and Purchasing (BGP)
 PO Box 30037, Lansing, MI 48909
 Or
 235 S. Grand Avenue, Suite 1201, Lansing, MI 48933

REVENUE AGREEMENT: REV22-99029
Between
THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES
And

NAME OF AGENCY/PAYER Wexford County	PRIMARY CONTACT Alaina Nyman	EMAIL anyman@wexfordcounty.org
AGENCY/PAYER ADDRESS 437 E. Division Street, Cadillac, Michigan 49601		TELEPHONE 231-779-9450

MDHHS AGREEMENT ADMINISTRATOR	NAME Michelle Wood	TELEPHONE 517-335-9748	EMAIL woodm@michigan.gov
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REVENUE AGREEMENT SUMMARY		
BRIEF DESCRIPTION OF SERVICE	Agreement establishes service charges for use of MiCBCS by the local registrar. Services charges are paid based on actual volume and type of copies printed. Access Level: Full Access	
BEGIN DATE*	END DATE	MAXIMUM AMOUNT
October 1, 2021	September 30, 2026	\$2,500.00

*The effective date of this Agreement shall be the date listed in the "Begin Date" box above, or the date of Michigan Department of Health and Human Services signature below, which is later.

FOR THE AGENCY/PAYER:

FOR THE STATE OF MICHIGAN:

Wexford County

 Agency/Payer

Michigan Department of Health and Human Services

 Signature of Authorized Designee

 Signature of Director or Authorized Designee

 Print Name / Title

Jeanette Hensler,
 Director-Grants Division, Bureau of Grants and Purchasing

 Print Name / Title

 Date

 Date

This Revenue Agreement establishes the responsibilities and procedures for the Michigan Department of Health and Human Services (hereinafter referred to as MDHHS) and Wexford County for the purpose described below.

1. Background

The Division for Vital Records and Health Statistics operates and maintains a computer application that is used to manage birth record information for all registered births in the State of Michigan. This system, the Michigan Centralized Birth Certification System (MiCBCS), allows users to search, view, update, edit, print, and generate certified copies of birth record images and birth facts. It is a tool for use by local vital records offices in conducting their official duties regarding vital records services.

Through this agreement, MDHHS shall provide the ability for the Local Registrar to search, view, print and issue certified copies of birth record images and birth facts from the MiCBCS. MDHHS shall further provide timely support and assistance to the Local Registrar relating to system use and functions surrounding use of the system.

The Local Registrar shall utilize the system for official administrative uses that may include searching for and reviewing information in the system, comparing information within the system to the information maintained in the local system or file, for printing local file copies, administrative use copies and official certified copies of the birth record images, and information held within the system. The Local Registrar may use the system to edit administrative information on birth records (for example, the local date of filing and the locally assigned file number for a record). The Local Registrar may also edit birth facts (for example the date of birth or a parent's name) but all such edits will not be made an official part of the record nor be certifiable until approved by MDHHS.

2. Purpose

This agreement governs the terms and conditions under which a local vital records registration office, as defined by MCL 333.2804, and that is established and operated under the provisions of MCL 333.2814 and 333.2815, may access this system for official uses including the administration of their official duties and to meet the needs of customers requesting vital records services.

3. Period of Agreement

This Agreement will be in effect from the date of MDHHS signature through **September 30, 2026**.

At the discretion of MDHHS, this Agreement may be renewed in writing by an amendment not less than 30 days before its expiration.

4. Work Statement of Each Party

MDHHS shall:

- a. Provide continuing access to the MiCBCS for use in indexing and issuing Michigan birth records.
- b. Provide security paper for use when issuing certified copies of birth records using MiCBCS. This paper must contain security features that satisfy accepted national standards and any federal regulations for birth certificate security paper. In addition, the paper provided must serve to identify the certified copies issued on the paper as coming from a centralized birth certification system for Michigan and must be designed to enable a high degree of uniformity of certified documents issued through MiCBCS by those state and local vital records offices using MiCBCS as the source for issuing their certified birth record documents.
- c. Provide MiCBCS birth record locating, validating, and updating support to the Local Registrar between 8 a.m. and 5 p.m. eastern time, Monday through Friday except for State Holidays.
- d. Continue to work with staff in the Department of Technology, Management and Budget (DTMB) to assure the MiCBCS system is operational, accessible, and available Monday through Friday between the hours of 8 a.m. and 5 p.m. eastern time except for State Holidays.
- e. Continue to maintain and update the central birth registry database to ensure records are complete and available to the Local Registrar for location, viewing and issuance and to maintain the MiCBCS and associated hardware required for MiCBCS operation and access.
- f. Provide a copy of a birth record that is held only at the state office if a Local Registrar receives an application and payment for the record of birth that occurred in their jurisdiction AND the applicant is eligible to receive the record. The Local Registrar may request the State Registrar to send a copy of the record **without charge** per MCL 333.2891(1), effective June 1, 2020. A birth record provided under this section may be placed on file at the local registrar's file and may be used to issue certified copies to eligible applicants.

Wexford County shall:

- g. Maintain the physical security of the vital records work areas and storage areas as required to assure the security of the indexes, documents, films, and any other vital records information held by Local Registrar in compliance with all state and federal regulations on physical security, including the restriction of access to unauthorized personnel to the area where the materials are secured during non-business hours.
- h. Validate a list of employees provided by MDHHS on a semi-annual basis confirming those employees who are authorized to access the system.
- i. Establish procedures to conduct background checks when hiring employees into positions requiring access to the system. The Local Registrar shall restrict access to protected vital records information to employees, contractors or authorized individuals who have passed a background check.
- j. Protect vital records information from disclosure, including the information found through MiCBCS, as required by Michigan law and regulation, and as outlined in Section 8.6 below, and will not disclose information to parties not eligible to receive such information.

- k. Require proper identification from applicants or employ some other approved method for confirming identity and eligibility of the applicant requesting access to restricted vital records documents, copies of documents or information from those documents prior to releasing the requested document or information.
- l. Maintain all registered vital records and vital record forms blanks and other vital records materials in a locked, restricted, and secured area when not under the direct supervision of office personnel.
- m. Restrict use of the MiCBCS to those staff members who are working on site in the local office and who need access to the birth information to execute their official duties.
- n. Use the MiCBCS for administration of their duties as a local vital records registrar and to provide vital records services to the customers of the Local Registrar in conformance with Michigan compiled law, and administrative rule following the procedures required by the State Registrar.
- o. Not release to anyone information from a birth record or from an image of a birth record located in MiCBCS that did not occur in their jurisdiction for those records that the MiCBCS system provides them with view only access, except that they may identify the jurisdiction where the birth occurred to assist a vital records customer who is legally eligible to obtain a copy of the record and has provided identification and a written application for a copy of the record. The purpose for providing the location of the birth must be solely to aid the customer in locating the appropriate office where they can obtain a copy of the record.
- p. Safeguard the safety paper provided for the sole purpose of issuing certified copies of birth records from theft or misuse and only use the safety paper when issuing official certified copies of birth record from the MiCBCS.
- q. Adhere to the guidelines and procedures established by the Department for the storage, monitoring and inventorying of MiCBCS safety paper.
- r. Promptly report any detected or suspected loss or misuse of security paper or any breach of vital records security to the State Registrar, a Deputy State Registrar or to the Fraud Unit within the Division for Vital Records and Health Statistics.
- s. Print County Authorized (CAs) birth record copies for filing in their local file ONLY for births that occurred in their jurisdiction and were originally filed at the local level.
- t. Upon receipt of an application and payment for a record of birth that occurred in their jurisdiction AND ensuring the applicant is eligible to receive the record, the Local Registrar may request a copy from the State Registrar per MCL 333.2891(1). A birth record provided under this section is issued to Local Registrar **without charge**. A birth record provided under this section may be placed on file at the local registrar's file and may be used to issue certified copies to eligible applicants. Until the Central Issuance system is modified to automatically push amended certificates, the local registrar shall search the state registry for any amendments prior to issuing subsequent copies of these records to ensure they have not been amended. Once Central Issuance is modified to automatically push amended certificates to local registrars, a subsequent search for amendments is no longer required.
- u. Pay the amounts outlined in Section 5 for usage of the system.

5. Invoicing and Payment

Invoicing:

MDHHS shall provide a quarterly report by month of birth records printed by the local vital records office including at a minimum:

- a. Safety Paper number used; and
- b. Application for Service number used; and
- c. Applicant Name; and
- d. Child Name; and
- e. Date of Birth; and
- f. Fee charged by the Michigan Vital Records Office to the local vital records office

Fee Schedule:

Wexford County under the terms of this agreement will provide payment of service fees to MDHHS based upon the following fee schedule:

- g. Search and view birth records – no fee
- h. Print replacement copies, corrections, and state-only CA copies – no fee:
- i. Print certified birth record copies through MiCBCS, regardless of whether the record is state-only:
 - 1) \$4.00 – initial certified copy printed
 - 2) \$1.00 per copy – subsequent certified copies printed of the same birth record, and printed in the same session

Copies made that result in an error in printing, including mistakenly printing the wrong record, a misprint, or other printing error will not be subject to these fees. Such copies will have the Safety Paper Number voided in MiCBCS and the document destroyed by cross-cut shredder. Copies with special plate type “Adoption Use Only” or “Veteran’s Use Only” will not be subject to these fees. The fee charged by Wexford County to the customer is independent of these fees.

Payment:

Wexford County agrees to compensate MDHHS for services committed and/or provided under this Agreement up to a maximum of \$2,500.00 for the period from October 1, 2021 to September 30, 2026.

	<u>Agreement Period</u>			<u>Amount</u>
Year 1	October 1, 2021	through	September 30, 2022	\$500.00
Year 2	October 1, 2022	through	September 30, 2023	\$500.00
Year 3	October 1, 2023	through	September 30, 2024	\$500.00
Year 4	October 1, 2024	through	September 30, 2025	\$500.00
Year 5	October 1, 2025	through	September 30, 2026	\$500.00
	Total Amount:			\$2,500.00

Wexford County shall send payments to:

MDHHS

Cashier/Accounting Office

P.O. Box 30437

Lansing, MI 48909

All payments sent to MDHHS shall include a reference to the MDHHS Revenue Agreement number located on the first page of this agreement.

6. Administration

The agreement manager for MDHHS is Michelle Wood, Deputy State Registrar.

The agreement manager for Wexford County is Alaina Nyman.

7. Responsible Party

Each party shall be responsible for any claims made against that party and for the acts of its employees or agents. In any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney's fees. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity of either party.

8. Special Condition

MDHHS and Wexford County agree and warrant that no employee of either MDHHS or Wexford County shall be considered or claimed to be an employee of the other party, and further, agree that, at all times and for all purposes under the terms of this Agreement, Wexford County's legal status and relationship to MDHHS shall be that of independent contractor. MDHHS and Wexford County agree that Wexford County shall remain the sole and exclusive employer of its employees and shall be responsible for the payment of all wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, or other allowances or reimbursements of any kind, including but not limited to workers compensation benefits, unemployment compensation, employment taxes, or other statutory or contractual benefit. Likewise, MDHHS shall remain the sole and exclusive employer of its employees and shall be responsible for the payment of all wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, or other allowances or reimbursements of any kind, including but not limited to workers compensation benefits, unemployment compensation, employment taxes, or other statutory or contractual benefit.

9. Non-Discrimination

Wexford County must comply with MDHHS's non-discrimination statement: Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, political beliefs, or disability.

Wexford County will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
- c. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- d. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- e. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; and,
- f. The requirements of any other nondiscrimination statute(s) which may apply.

10. Standard Terms

10.1 Notices

All notices and other communications required or permitted under this Agreement must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

10.2 Assignment

Wexford County may not assign this Agreement to any other party without the prior approval of MDHHS. Upon notice to Wexford County, MDHHS, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Agreement to any other party. If MDHHS determines that a novation of this Agreement to a third party is necessary, Wexford County will agree to the novation and provide all necessary documentation and signatures.

10.3 Change of Control

Wexford County will notify, at least 90 calendar days before the effective date, MDHHS of a change in Wexford County's organizational structure or ownership. For purposes of this Agreement, a change in control means any of the following:

- a. A sale of more than 50% of Wexford County's stock;
- b. A sale of substantially all of Wexford County's assets;
- c. A change in a majority of Wexford County's board members;
- d. Consummation of a merger or consolidation of Wexford County with any other entity;
- e. A change in ownership through a transaction or series of transactions; or
- f. The board (or the stockholders) approves a plan of complete liquidation.

A change of control does not include any consolidation or merger effected exclusively to change the domicile of Wexford County, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Wexford County must require the successor to assume this Agreement and all its obligations under this Agreement.

10.4 Termination for Cause

MDHHS may terminate this Agreement for cause, in whole or in part, if Wexford County, as determined by MDHHS:

- a. Endangers the value, integrity, or security of any location, data, or personnel;
- b. Becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor;
- c. Engages in any conduct that may expose MDHHS to liability;
- d. Breaches any of its material duties or obligations; or
- e. Fails to cure a breach within the time stated in a notice of breach.

Any reference to specific breaches being material breaches within this Agreement will not be construed to mean that other breaches are not material.

If MDHHS terminates this Agreement under this Section, MDHHS will issue a termination notice. If it is later determined that Wexford County was not in breach of this Agreement, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 10.5, Termination for Convenience.

10.5 Termination for Convenience

Either party may terminate this agreement for convenience by giving 30 days written notice to

the other party stating the reasons for termination and the effective date. MDHHS may immediately terminate this Agreement in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. Any net amount due and owing by Wexford County to MDHHS shall be paid by Wexford County to MDHHS, or, conversely, any prepayment by Wexford County in excess of the revised Agreement amount shall be refunded by MDHHS to Wexford County.

10.6 Non-Disclosure of Confidential Information

The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Agreement.

- a. Meaning of Confidential Information. For the purposes of this Agreement, the term “**Confidential Information**” means all information and documentation of a party that:
- 1) Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party;
 - 2) If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and,
 - 3) Should reasonably be recognized as confidential information of the disclosing party.

The term “Confidential Information” does not include any information or documentation that was:

- 4) Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
- 5) Already in the possession of the receiving party without an obligation of confidentiality;
- 6) Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
- 7) Obtained from a source other than the disclosing party without an obligation of confidentiality; or,
- 8) Publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party).

For purposes of this Agreement, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement

or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where:

- 1) Use of a subcontractor is authorized under this Agreement;
- 2) The disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and
- 3) Wexford County obligates the subcontractor in a written contract to maintain MDHHS's Confidential Information in confidence.

At MDHHS's request, any employee of Wexford County or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of MDHHS, at the sole election of MDHHS, the immediate termination, without liability to MDHHS, of this Agreement or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Agreement or a Statement of Work, in whole or in part, each party must, within five calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Wexford County must return State Data to MDHHS following the timeframe and procedure described further in this Agreement. Should Wexford County or MDHHS determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within five calendar days from the date of termination to the other party. However, MDHHS's legal ability to destroy Wexford County's data may be restricted by its retention

and disposal schedule, in which case Wexford County's Confidential Information will be destroyed after the retention period expires.

10.7 Records, Maintenance, Inspection, Examination, and Audit

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

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

This Section applies to Wexford County, any parent, affiliate, or subsidiary organization of Wexford County, and any subcontractor that performs Agreement Activities in connection with this Agreement.

10.8 Conflicts and Ethics

Wexford County will uphold high ethical standards and is prohibited from:

- a. Holding or acquiring an interest that would conflict with this Agreement;
- b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- c. Attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- d. Paying or agreeing to pay any person, other than employees and consultants working for Wexford County, any consideration contingent upon the award of this Agreement.

Wexford County must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Wexford County, any parent, affiliate, or subsidiary organization of Wexford County, and any subcontractor that performs Agreement Activities in connection with this Agreement.

10.9 Compliance with Laws

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

10.10 Governing Law

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

10.11 Non-Exclusivity

Nothing contained in this Agreement is intended nor will be construed as creating any requirements contract with Wexford County.

10.12 Force Majeure

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

10.13 Dispute Resolution

The parties will endeavor to resolve any Agreement dispute in accordance with this provision. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

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

10.14 Severability

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

10.15 Waiver

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

10.16 Survival

The provisions of this Agreement that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Agreement.

10.17 Entire Agreement

This Agreement is the entire agreement of the parties related to the Agreement Activities. This Agreement supersedes and replaces all previous understandings and agreements between the parties for the Agreement Activities.

10.18 Agreement Modification

This Agreement may not be amended except by signed agreement between the parties. Notwithstanding the foregoing, no subsequent Statement of Work or amendment executed after the effective date will be construed to amend this Agreement unless it specifically states its intent to do so and cites the section or sections amended.

Wexford County shall, upon request of MDHHS and receipt of a proposed amendment, amend this Agreement, if required in the opinion of MDHHS, due to the revision of federal or state laws or regulations.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: September 1, 2021
SUBJECT: Pitney Bowes Mail Machine Agreements

SUMMARY OF ITEM TO BE PRESENTED:

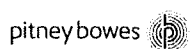
The County leases two mail machines from Pitney Bowes. One at Lake Street and one at the Courthouse. The agreements will expire soon.

Attached are the agreements. Below is a summary of the cost which provides clarification of the information provided at the previous meeting.

Mail Machines - Pitney Bowes Leases					
		Total Cost Per Contract	Monthly	Quarterly	Per Year
Courthouse	36 mths	\$13,388.04	371.89	1115.67	\$4,462.68
	48 mths	\$15,667.68	326.41	979.23	\$3,916.92
	60 mths	\$17,899.20	298.32	894.96	\$3,579.84
Lake Street	36 mths	\$2,603.88	72.33	216.99	\$867.96
	48 mths	\$3,042.24	63.38	190.14	\$760.56
	60 mths	\$3,472.20	57.87	173.61	\$694.44

RECOMMENDATION:

The Finance Committee suggests the full board approve both 60-month leases.



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

WEXFORD COUNTY BUILDING DEPT

386007337

Sold-To: Address

401 N LAKE ST, CADILLAC, MI, 49601-1877, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Elaine Richardson

(231) 779-9450

0016406751

Bill-To: Address

437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

0017153738

Ship-To: Address

401 N LAKE ST, CADILLAC, MI, 49601-1877, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Elaine Richardson

(231) 779-9450

0016406751

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 36 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
36	\$ 72.33	\$ 216.99	

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

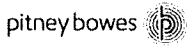
Print Name

Title

Date

Sales Information

Anthony Catalano	anthony.catalano@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
WEXFORD COUNTY BUILDING DEPT	386007337

Sold-To: Address
401 N LAKE ST, CADILLAC, MI, 49601-1877, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Elaine Richardson	(231) 779-9450	0016406751

Bill-To: Address
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
		0017153738	

Ship-To: Address
401 N LAKE ST, CADILLAC, MI, 49601-1877, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Elaine Richardson	(231) 779-9450	0016406751

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 48 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
48	\$ 63.38	\$ 190.14	

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSPO16-169897; ADSP016-169897; 171180000000011
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

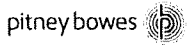
Print Name

Title

Date

Sales Information

Anthony Catalano	anthony.catalano@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number																	

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)			
WEXFORD COUNTY BUILDING DEPT			386007337			
Sold-To: Address						
401 N LAKE ST, CADILLAC, MI, 49601-1877, US						
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #		
Elaine Richardson		(231) 779-9450		0016406751		
Bill-To: Address						
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US						
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email
				0017153738		
Ship-To: Address						
401 N LAKE ST, CADILLAC, MI, 49601-1877, US						
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #		
Elaine Richardson		(231) 779-9450		0016406751		
PO #						

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
	F90I	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 57.87	\$ 173.61

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

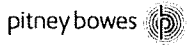
Print Name

Title

Date

Sales Information

Anthony Catalano	anthony.catalano@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
WEXFORD COUNTY COURT HOUSE	386007337

Sold-To: Address
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Norma Kijorski	2317799453	0016406731

Bill-To: Address
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Norma Kijorski	2317799453	0017154657	nkijorski@wexfordcounty.org

Ship-To: Address
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Norma Kijorski	2317799453	0016406731

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APK3	SendPro P Series High Cap Label Printer
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10in Color Touch Display

1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 36 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
36	\$ 371.89	\$ 1,115.67

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
 State/Entity's Contract#

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

Sales Information

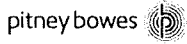
Lori Damato

lori.damato@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

Agreement Number																			

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
WEXFORD COUNTY COURT HOUSE	386007337

Sold-To: Address
 437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Norma Kijorski	2317799453	0016406731

Bill-To: Address
 437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Norma Kijorski	2317799453	0017154657	nkijorski@wexfordcounty.org

Ship-To: Address
 437 E DIVISION ST, CADILLAC, MI, 49601-1998, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Norma Kijorski	2317799453	0016406731

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
1	APAS	Sendpro P2000/500W GCS Identifier
1	APK3	SendPro P Series High Cap Label Printer
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
1	CAAA1	Bronze Cost Accounting for PSeries
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10in Color Touch Display

1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 48 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
48	\$ 326.41	\$ 979.23

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
 State/Entity's Contract#

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

Sales Information

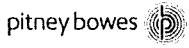
Lori Damato

lori.damato@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
WEXFORD COUNTY COURT HOUSE		386007337	
Sold-To: Address			
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Norma Kijorski	2317799453	0016406731	
Bill-To: Address			
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Norma Kijorski	2317799453	0017154657	nkijorski@wexfordcounty.org
Ship-To: Address			
437 E DIVISION ST, CADILLAC, MI, 49601-1998, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Norma Kijorski	2317799453	0016406731	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APA1	50 Dept Analytics
	APAS	Sendpro P2000/500W GCS Identifier
1	APK3	SendPro P Series High Cap Label Printer
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	AZBE	SendPro P Series Mono Print Module
1	AZCG	SendPro P2000 Basic (145/70LPM)
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1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM5	SoftGuard for Sendpro P2000 Basic/500W
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 298.32	\$ 894.96

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

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NASPO VALUEPOINT ADSP016-169897; ADSP016-169897; 171180000000011
 State/Entity's Contract#

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

Sales Information

Lori Damato

lori.damato@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: September 1, 2021
SUBJECT: Travel and Conferences Line Items for 2022 Budget

SUMMARY OF ITEM TO BE PRESENTED:

During budget discussions at the Finance Committee meeting, it was agreed that all account line items ending in 860.00, Travel & Conference, will not be allowed to transfer funds in or out once the 2022 budget is approved. Department Heads will need to request a budget amendment through the Finance Committee.

RECOMMENDATION:

The Finance Committee suggests the full board approve the suggestion.



K.

Administrator’s Report to the BOC

For the meeting of September 1, 2021

Completed Projects/Tasks

FOIA Requests: The Administration Office received 4 new Freedom of Information requests between August 14 and August 27.

New Employees: One new employee will start at the County this weekend; a corrections officer.

Current Projects/Tasks

ARPA (American Rescue Plan Act): The Board has until December 31, 2024 to obligate the funds and until the end of 2026 to expend the funds. As you’ve heard numerous times, the funds can be used to respond to the public health emergency with respect to the COVID-19 or its negative economic impacts, respond to workers performing essential work during the COVID-19 public health emergency, make provision for government services to the extent of the reduction in revenue due to the public health emergency, and make necessary investments in water, sewer, or broadband infrastructure.

Though US Treasury’s Final Rules have, at the time of this writing, not yet been released, rumor has it that they will be released in early or mid-September. As soon as humanly possible after the Final Rules are published, they will be forwarded to the Board of Commissioners. It is hoped that the Final Rules will provide clarification for at least some of the many questions.

2022 Budget: The first draft budget was provided to the Finance Committee on Friday, August 20 and the Committee began reviewing the budget at their August 25 meeting. The Finance Committee has requested that four department heads appear at the September 9 meeting to discuss their budget requests. Beyond the Sept. 9 meeting, the Board-approved budget calendar states that the Finance Committee’s meeting of Sept. 22 will also include discussions regarding the budget. Again, per the budget calendar, the budget will be presented to the Board on October 6, with the public hearing notice published on Oct. 9, and the statutory public hearing and subsequent board consideration on Oct. 20.

Additional Notes/Meetings

Michigan Indigent Defense Commission (MIDC) Report: A report prepared by Public Sector Consultants for the MIDC titled “Stakeholder Perspectives on Local Share” was recently released. From the conclusion: “while the funding formula may not be perfect or final, altering it now would be a disservice to local jurisdictions.”

Michigan Municipal Risk Management Authority Annual Meeting: Two of the three sessions I attended focused on cybersecurity as the organizational biggest risk exposure. The overall message was that security breaches are inevitable, and the best we can do is mitigate the damage. This is why we’ve worked with IT Right on security training, why the Board approved more robust cybersecurity hardware/software, and why the development/implementation of additional training methods are so very important.

Current Career Opportunities at Wexford County:

[Administrative Assistant \(part time\)](#) - applications due September 8

[Assistant Prosecuting Attorney](#) - position open until filled

[Assistant Public Defender](#) - position open until filled

[Corrections Officer](#) - positions open until filled

[District Court Administrator](#) - applications due August 27

[District Court Deputy Clerk \(part time\)](#) - applications due September 3

Respectfully,
Janet Koch, County Administrator