



Wexford County

BOARD OF COMMISSIONERS

Annual Organizational Meeting

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on
Wednesday, January 5, 2022, beginning at 4:00 p.m. in the
Commissioners Room of the Historic Courthouse in Cadillac, Michigan

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:** At the Zoom website (zoom.us) click on “Join a Meeting” using 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 (*A. Nyman, Clerk*)
- B. ROLL CALL (*A. Nyman, Clerk*)
- C. PLEDGE OF ALLEGIANCE (*A. Nyman, Clerk*)
- D. ELECTION OF BOARD CHAIRPERSON (*A. Nyman, Clerk*)
- E. ELECTION OF BOARD VICE-CHAIRPERSON (*Board Chairperson*)
- F. ADDITIONS/DELETIONS TO THE AGENDA
- G. APPROVAL OF THE AGENDA
- H. PUBLIC COMMENTS
The Board welcomes all public input and appreciates adherence to the time limits established. Each period shall be limited to 15 minutes in total. Each person shall be limited to one three minute comment per period. A group representative shall be limited to one five minute comment per period.
- I. EMPLOYEE RECOGNITION
 - 1. Judge Audrey Van Alst.....1
- J. PRESENTATION AND REPORTS
- K. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the December 15, 2021, Regular Meeting Minutes.....2

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N. CORRESPONDENCE

O. PUBLIC COMMENT

P. LIAISON REPORT

Q. BOARD COMMENTS

R. CHAIR COMMENTS

S. ADJORN

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: January 5, 2022
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 their service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Judge Audrey Van Alst	84 th District Court	10 Years

Judge Audrey Van Alst began employment at Wexford County on January 4, 2012, as the Friend of the Court. In 2013, she was appointed as the 84th District Court Judge for Wexford and Missaukee Counties by Governor Snyder. Judge Van Alst went on to be elected as the 84th District Court Judge and continues to serve in that capacity. In January of 2021, Judge Van Alst was appointed as Chief Judge.

RECOMMENDATION:

A motion to recommend the full board to present the certificate of appreciation to Judge Audrey Van Alst.

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, December 15, 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 (appeared virtually), Gary Taylor, Judy Nichols, and Brian Potter.

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Added J11-Lake Street Office Space

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None*.

Presentation and Reports-

Larry Walsh, Fair Board President, came before the Board to introduce himself. He is excited to be bringing back the horse harness racing and rodeo to the fair. He is excited that there is a lot of new people joining with new ideas. There is a lot of work to do, but they are excited for the 2022 fair.

Public Comment- *None*.

Consent Agenda

1. Approval of the December 1, 2021 Regular Meeting Minutes

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

All in favor.

Agenda Items

1. Monumentation Surveyor Agreements

MOTION by Comm Nichols, seconded by Comm Musta to approve Monumentation Surveyor Agreements for Atwell at \$19,800 and Brent Clough at \$20,900 to perform professional services in accordance with Act 345 of 1990.

Roll Call: Motion passed 9-0.

2. Peer Review Surveyor Agreements

MOTION by Comm Bengelink, seconded by Comm Bush to approve Peer Review Surveyor Agreements for Brent Clough, Craig McVean, Bill Sikkema, and George Smith at \$575 each in accordance with Act 345 of 1990.

Roll Call: Motion passed unanimously.

3. Register of Deeds-Book Scanning Project

MOTION by Comm Nichols, seconded by Comm Musta to approve the US Imaging proposal for Register of Deeds scanning and importing as there is no advantage to the County to proceed with a competitive bid.

Roll Call: Motion approved unanimously.

4. FY 2022 Snowmobile Law Enforcement Grant

MOTION by Comm Musta, seconded by Comm Nichols to approve the Fiscal Year 2022 Snowmobile Law Enforcement Grant Agreement.

Roll Call: Motion passed 9-0.

5. Year End Budget Adjustments

MOTION by Comm Musta, seconded by Comm Nichols to approve the Administrator and Treasurer to transfer funds from one department to another without Board approval to ensure no department is in the negative at the end of the year.

Roll call: Motion passed unanimously.

6. MSUE Agreement for Services

MOTION by Comm Hurlburt, seconded by Comm Nichols to approve the 2022 Agreement for MSU Extension Services.

Roll call: Motion passed 9-0.

7. Opioid Settlement Agreements

- a. Resolution 21-34 State-Local Government Intrastate Agreement
- b. Resolution 21-35 Participation Agreements-Opiate Litigation

MOTION by Comm Bengelink, seconded by Comm Bush to approve Resolution 21-34 State-Local Government Intrastate Agreement and Resolution 21-35 Participation Agreements – Opiate Litigation.

Roll call: Motion passed 9-0.

8. Extension of Option to Purchase Old Jail
MOTION by Comm Musta, seconded by Comm Potter to approve a 60-Day extension of the Option to Purchase with U.S. Federal Properties.

Roll call: Motion passed 9-0.

9. Resolution 21-36 Public Act 152 Health Care Requirements
MOTION by Comm Hurlburt, seconded by Comm Bush to approve Resolution 21-36 Public Act 152 Health Care Requirements for 2022.

Roll call: Motion passed unanimously.

10. Budget Amendments – *None*.

11. Lake Street Office Space

Comm Hurlburt requested that the office space at the Lake Street building be added to the Recreation and Building Committee to discuss a price for renting. With MSU Extension out of the building, and the Building Department moving into that office space, there is room to rent. He would like that space offered to the Invasive Species group that are occupying the mail room currently at the courthouse, but the rental price needs to be researched and discussed further.

Administrator's Report-

Administrator Koch gave the Board an update on House Bills 242 & 245. The House of Representatives has approved 4 year terms for Commissioners, and the bill is moving on. The change, if passed, would take effect with the terms beginning in 2025. She also thanked the Board again for passing the additional Covid leave and wage increases.

One Commissioner questioned if the signed union contracts had been received yet. She explained they have been ratified, but signatures are still being collected.

Correspondence-

1. ORPA Letter-City of Cadillac
2. ORPA Notice-City of Cadillac
3. Brownfield Notice-City of Cadillac

Public Comments- *None*.

Liaison Reports-

Comm Nichols attended the Area Agency on Aging and District 10 Health Department meetings.

Comm Hurlburt attended a Road Commission meeting where the budget is looking well. He also met with Paul Owens, North Flight, and they have done a few interviews for paramedics.

Comm Townsed attended an Airport meeting. They have three new people excited to join.

Comm Bengelink attended a Lake Mitchell Improvement Board meeting.

Comm Taylor attended a District 10 Health Department meeting.

Board Comments-

Comm Theobald commented that with the emergency remote attendance not being extended, she will be in attendance for the next meeting.

Comm Nichols said she missed Julie and her Christmas sweater. She thanked everyone for the prayers for Les. He is home and they would appreciate the continued prayers. She also thanked the Walsh's for attending.

Comm Potter wished everyone a happy and safe holiday. He also thanked Melanie for her hard work while Alaina was out.

Comm Hurlburt wanted to clarify that he wanted that addition added to Rec & Building so that they could vote on it.

Comm Townsend commented that he missed Melanie but was glad to have Alaina back. He thanked Melanie for her hard work and wished only Melanie a Merry Christmas.

Chairman's Comments-

Comm Taylor wished everyone a happy holidays and thanked everyone for coming.

Adjourn

MOTION by Comm Potter, seconded by Comm Bush to adjourn at 4:16 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk



Wexford County
2022 COMMITTEE STRUCTURE

FINANCE AND APPROPRIATIONS COMMITTEE

1. Chair:
- 2.
- 3.
- 4.

HUMAN RESOURCES/PUBLIC SAFETY COMMITTEE

1. Chair:
- 2.
- 3.
- 4.

RECREATION AND BUILDING COMMITTEE

1. Chair:
- 2.
- 3.
- 4.

EXECUTIVE COMMITTEE

1. Chair of BOC:
2. Chair of Finance:
3. Chair of HR/PS:
4. Chair of Rec/Bldg:

Wexford County
Board of Commissioners and Committees
2022 Meeting Schedule

L.1.c.

Board of Commissioners

Unless posted otherwise, the Board of Commissioners will meet on the first and third Wednesday of each month beginning at 4:00 p.m. in the Commissioners Room of the Historic Courthouse.

Joe HurlburtDistrict 1
Michael Musta.....District 2
Ben Townsend....District 3

Mike Bengelink District 4
Michael Bush District 5
Julie Theobald District 6

Gary Taylor District 7
Judy Nichols District 8
Brian Potter District 9

January 5
January 19
February 2
February 16
March 2
March 16
April 6

April 12*
April 20
May 4
May 18
June 1
June 15
July 6

July 20
August 3
August 17
September 7
September 21
October 5
October 19

November 2
November 16
December 7
December 21

**L-4024 Requirements - Equalization*

Executive Committee: _____, Chair

Unless posted otherwise, the Executive Committee will meet on the second Tuesday of each month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

January 11
February 8
March 8
April 12

May 10
June 14
July 12
August 9

September 13
October 11
November 8
December 13

Finance & Appropriations Committee: _____, Chair

Unless posted otherwise, the Finance Committee will meet on the second Thursday and the fourth Wednesday of each month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

January 13
January 26
February 10
February 23
March 10
March 23

April 14
April 27
May 12
May 25
June 9
June 22

July 14
July 27
August 11
August 24
September 8
September 28

October 13
October 26
November 10
November 23
December 8
December 28

Human Resources/Public Safety Committee: _____, Chair

Unless posted otherwise, the HR/Public Safety Committee will meet on the fourth Tuesday of each month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

January 25
February 22
March 22
April 26

May 24
June 28
July 26
August 23

September 27
October 25
November 22
December 27

Recreation and Building Committee: _____, Chair

Unless posted otherwise, the Recreation and Building Committee will meet on the fourth Tuesday of each month at 10:00a.m. in the Commissioner Room of the Historic Courthouse.

January 25
February 22
March 22
April 26

May 24
June 28
July 26
August 23

September 27
October 25
November 22
December 27

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: January 5, 2022
SUBJECT: Code of Ethics

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County Policy A-0.0 (following) states in Section 16 that at “the first organizational meeting of the Board of Commissioners in January of each year, County Commissioners entering office shall sign a statement affirming that they have read and understand the Code of Ethics for Wexford County Commissioners.” The statement is the final page of Policy A-0.0.

The same policy states that “the Board of Commissioners shall annually review the Code of Ethics and Conduct for Wexford County Commissioners.”

RECOMMENDATION

That each commissioner please sign the statement and return to Alaina Nyman, County Clerk.



CODE OF ETHICS AND CONDUCT

FOR WEXFORD COUNTY COMMISSIONERS

Policy Number: A-0.0

County Board Approval: December 4, 2019

(A) Preamble.

- (1) The citizens of Wexford County are entitled to have a just, ethical and accountable local government that has earned the public's full confidence for integrity.
- (2) Furthermore, the effective functioning of government requires that public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and just in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
- (3) To this end, the Wexford County Board of Commissioners adopts this Code of Ethics and Conduct to assure public confidence in the integrity of local government and its effective and just operation.

(B) Code of Ethics and Conduct.

- (1) **Acts in the public interest.** Recognizing that stewardship of the public interest must be their primary concern, County Commissioners will work for the common good of the people of Wexford County and not for any private or personal interest, and they will assure just and equal treatment of all persons, claims, and transactions coming before the Board of Commissioners.
- (2) **Compliance with law.** County Commissioners shall comply with the laws of the nation, the State of Michigan, and Wexford County, in the performance of their public duties. Commissioners shall also comply with the Rules of Procedure as adopted by the Board.
- (3) **Respect for process.** County Commissioners shall perform their duties in accordance with the Rules of Procedures established by the County Board of Commissioners governing the deliberation of public policy issues and meaningful involvement of the public.
- (4) **Conduct of public meetings.** County Commissioners shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

(5) **Communication.** County Commissioners shall publicly share substantive information that is relevant to the matter under consideration by the Board, which they may have received from sources outside of the public decision-making process.

(6) **Full disclosure.**

- A. A County Commissioner in the performance of his/her public duties shall not act upon any matter in which he/she may have a material financial interest, or where he/she may have a legal or fiduciary duty to another organization or entity or personal relationship that may give the appearance of a conflict of interest, without disclosing the full nature and extent of the interest to the other members of the County Board of Commissioners on the official record. Such disclosure must be made before the time to perform their duty or concurrently with the performance of the duty.
- B. The disclosure required by this section shall not supplant, but instead shall supplement any disclosure of a personal, contractual, financial, business, employment or pecuniary interest required by state statute and the Rules of Procedure A-1.0.6.a-b

(7) **Gifts, favors, and loans.**

- A. A County Commissioner shall refrain from financial and business dealings that would tend to reflect adversely on the Commissioner's impartiality, interfere with the performance of his/her public duties or exploit his/her official position. A County Commissioner should not take any special advantage of services, goods or opportunity for personal gain that is not available to the public in general.
- B. A County Commissioner, a family member of a County Commissioner, a Trust in which a County Commissioner or other family member may be considered as a beneficiary of a Trust, and an entity (corporation, partnership, sole proprietorship, LLC) in which the County Commissioner or other family member has a financial interest, shall refrain from soliciting any gifts, loans or favors except that a Commissioner and a family member may:
 - 1. Accept a gift or honorarium, not exceeding a value of twenty-five dollars (\$25.00), for services rendered in the performance of their public duties or other activity devoted to the improvement of communities and the lives of citizens.
 - 2. Accept ordinary social hospitality; a gift, bequest, favor or loan from a relative; a wedding or engagement gift; a loan in the regular course of business from a lending institution on the same terms as generally available to the public; and a scholarship, grant or fellowship awarded on the same terms as applied to other applicants.
 - 3. Accept any other gift, favor or loan only if the donor is not a person or entity whose interests have come or are likely to come before the Board of Commissioners.
 - 4. Solicit and accept campaign contributions in accordance with federal and state law.

(8) **Confidential Information.** County Commissioners shall respect the confidentiality of

information concerning the property, personnel or affairs of the County. They shall neither disclose nor divulge to an unauthorized person confidential information acquired in the course of their duties in advance of the time prescribed for its authorized release to the public without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(9) **Use of public resources.** Public resources, including County staff time, equipment, supplies, and facilities, not available to the public in general shall only be used for the benefit of the public. County Commissioners may not use public resources for personal or private use.

(10) **Representation of private interests.** In keeping with his/her role as stewards of the public interest, a County Commissioner shall not appear on behalf of the private interests of third parties, including a family member, a Trust in which a County Commissioner or other family member may be considered as a beneficiary of a trust, and an entity (corporation, partnership, sole proprietorship, LLC) in which the County Commissioner or other family member has an interest, before the Board of Commissioners or any board, committee, commission or proceeding of the County.

(11) **Advocacy.** County Commissioners shall represent the official policies or positions of the Board of Commissioners to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, County Commissioners shall neither state nor imply that they represent the opinions or positions of the Board of Commissioners or Wexford County, and must affirmatively state that it is their own opinion or position, and not that of the Board of Commissioners. Commissioners shall always be mindful of the needs of the entire county, and not just the district they represent.

(12) **Policy role of Board of Commissioners.**

- A. County Commissioners shall respect and adhere to the Board-Administrator structure of Wexford County government. In this structure, the County Board of Commissioners, by its votes taken at properly noticed public meetings, determines the policies of the County with the advice, information, and analysis provided by the administrator, the public, subordinate boards, committees and commissions, and County Staff.
- B. County Commissioners, individually or as a group, shall not interfere with the administrative functions of the County or the professional duties of County staff; nor shall they impair the ability of the County Administrator to implement Board of Commissioners policy decisions.

(13) **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of subordinate boards, committees, and commissions to the public decision-making process, members of the Board of Commissioners shall, except when the Commissioner is a member of the public body, limit their participation in the proceedings of such subordinate public bodies to the communication of requested information and providing factual information relevant to the discussion at hand and shall not otherwise attempt to unduly influence the deliberations or outcomes of the proceeds. The Board shall be vigilant to maintain a sense of independence, and monitor board appointments to ensure that no conflicts are present in committee appointments, keeping in mind that any family, business, or personal relationships with committee members.

(14) **Positive workplace environment.**

- A. County Commissioners shall support the maintenance of a positive and

constructive workplace environment for County employees and for citizens and businesses deal with the County. County Commissioners shall recognize their special role in dealings with County employees so as to in no way create the perception of inappropriate direction to staff nor give specific orders to subordinates of the County Administrator or County Counsel.

- B. Because County Commissioner actions and comments contribute to the environment in which all County employees must work, in order to create and promote a positive work environment, no Board member shall give orders or direction to any subordinate of the County Administrator, either privately or publicly. Elected Officials may make inquiries or exchange information but cannot issue directives.

(15) Compliance and enforcement.

- A. This Code of Ethics for Wexford County Commissioners expresses standards of ethical conduct expected for members of the Board of Commissioners themselves have the primary responsibility to assure that they understand and meet the ethical standards expressed in this code of ethics and that the public can continue to have full confidence in the integrity of government.
- B. All County Commissioners have a responsibility to act when they learn of actions of another County Commissioner that appear to be in violation of the Code of Ethics. Upon being notified of reasonable suspicion of a violation of the Code of Ethics, the Chairperson shall set, or any three Commissioners, by submission of a letter signed by the three Commissioners, may require the setting, of a public hearing at a regular or special meeting of the County Board of Commissioners to determine whether a violation of the Code of Ethics occurred and, if so, what sanctions shall be imposed for the violation.
- C. The Board of Commissioners may impose sanctions on County Commissioners whose conduct does not comply with the County's ethical standards by a super-majority vote of two-thirds voting in favor of such sanctions. Sanctions may include reprimand, formal censure, loss of committee assignment, restrictions on budget or travel, and removal from office by the governor in the manner and for the causes provided by law.
- D. A violation of this code of ethics shall not be considered a basis for challenging the validity of a County Board of Commissioners decision.

(16) Implementation.

- A. As an expression of the standards of conduct for county Commissioners expected by the public, this Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when County Commissioners are thoroughly familiar with it and embrace its provisions.
- B. For this reason, ethical standards shall be included in the regular orientations for newly elected or appointed County Commissioners. At the first organizational meeting of the Board of Commissioners in January of each year, County Commissioners entering office shall sign a statement affirming that they have read and understand the Code of Ethics for Wexford County Commissioners.
- C. In addition, the Board of Commissioners shall annually review the Code of Ethics and Conduct for Wexford County Commissioners.

Commissioner Statement of Acknowledgment.

As a member of the Wexford County Board of Commissioners, I agree to uphold the Code of Ethics and Conduct adopted by the County Commission and conduct myself by the following model of excellence. I will:

- **Recognize the worth of individual members and appreciate their individual talents, perspectives, and contributions;**
- **Help create an atmosphere of respect and civility where individual members, County staff, and the public are free to express their ideas and work to their full potential;**
- **Respect the dignity and privacy of individuals and organizations;**
- **Respect and maintain the nature of confidential and privileged information and opinions acquired as a result of my position;**
- **Conduct my public affairs with honesty, integrity, fairness and respect for others;**
- **Avoid and discourage conduct that is divisive or harmful to the best interests of Wexford County; and**
- **Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit.**

I affirm that I have read and fully understand the Code of Ethics and Conduct for Wexford County Commissioners:

Signature: _____ Date: _____

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: January 5, 2022
SUBJECT: Adoption of Board and Committee Policies and Procedures

SUMMARY OF ITEM TO BE PRESENTED:

Policy A-1.0 outlines the rules and other significant procedures for the Board of Commissions. Policy A, 7(d) is the adoption of Board and Committee policies and procedures for the calendar year.

RECOMMENDATION:

Administration recommends approving the Sections A-1.0 through Section A-7.0 of the County's Policy and Procedures.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Janet Koch, Administrator
FOR MEETING DATE: January 5, 2022
SUBJECT: Closed Session – Attorney Consultation Regarding Settlement Strategies

SUMMARY OF ITEM TO BE PRESENTED:

Section 7(1) of the OMA56 sets out the procedure for calling a closed session: A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a), (b), (c), (g), (i), and (j). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken. Thus, a public body may go into closed session only upon a motion duly made, seconded, and adopted by a 2/3 roll call vote of the members appointed and serving during an open meeting for the purpose of (1) considering the purchase or lease of real property, (2) consulting with their attorney, (3) considering an employment application, or (4) considering material exempt from disclosure under state or federal law. A majority vote is sufficient for going into closed session for the other OMA permitted purposes.

Agency	Contact Person	Meeting Information	2021 Appointed Board Member	2022 Appointed Board Member
Area Agency on Aging of Northwest Michigan	Heidi Gustine 1-800-442-1713	Board of Directors' Annual Meeting Feb. 6; April 2; June 4; Sept. 3; Oct.1; Dec. 3 @ 10:00 a.m.; 1609 Park Dr., Traverse City	Julie Theobald	
Council on Aging	Kathy Kimmel 775-0133	Third Tuesday of each month, 3:00 - 4:30 p.m., COA, 714 W. 13 th Street, Cadillac	Gary Taylor	
Department of Veterans' Services	Kathy Cline 775-6654	Second Wednesday of each month; 3:00 p.m. 401 N. Lake Street, Cadillac	Gary Taylor	
District Health Department #10 (2 appts)	Kevin Hughes 231-775-9942 ext. 3839	Last Friday of the Month, check website: https://www.dhd10.org/wp-content/uploads/2019/01/2019-Monthly-Meeting-Schedule.pdf Health Dept., 521 Cobbs St., Cadillac (November–March mtg. 10:00 a.m.) (April – October mtgs. at 9:30 a.m.)	Judy Nichols Gary Taylor	
Emergency Food & Shelter Board (Salvation Army)	R.C. Duskin 775-7131 Ext. 5002	TBD	Julie Theobald	
Lake Mitchell Improvement Board	Mike Solomon 779-9115	April 18 @ 10:00 p.m.; June 22, 10:00 a.m.; August 22, 10:00 a.m.; October 19, 10:00 a.m. Cherry Grove Twp. Hall; 4830 E. M-55, Cadillac	Mike Bengelink	
Northern Michigan Counties Association	John Amrhein 231-922-4627	TBD Grayling Township Hall	Gary Taylor	
Networks Northwest	Matt McCauley 1-800-692-7774	Meets Feb. 3; April 6; June 1; October 5; December 7 at 5:30 p.m. NW MI Works! TC	Ben Townsend	
911 Advisory Committee	Duane Alworden 231-779-9213	Meets on a quarterly basis. Time and location TBD.	Mike Bengelink	
Northern Lakes Community Mental Health	Joanie Blamer, Acting CEO 775-3463	Third Thursday of each month at 2:15 p.m. Various Locations.	Ben Townsend	
Northern Michigan Regional Entity - Substance Use Disorder Oversight Board	Sarah Sircely 231-487-9144	First Monday on the odd months at 10:00 a.m. 1999 Walden Drive. in Gaylord 49735	Gary Taylor	
Northwest MI Community Action Agency	Kerry Baughman 231-947-3780	Third Thursday, 12:30 p.m., 3963 Three Mile Rd., Traverse City	Judy Nichols	
Wexford County Airport Authority	Steve Bujalski, Manager 779-9525	Second Wednesday of each month, 6:00 p.m. (April, May, 7:00 p.m.) 8040 E. 34 Road, Cadillac	Ben Townsend	
Wexford Missaukee Community Corrections Advisory Board	Misty Stark 779-9472	As needed, at least quarterly	Julie Theobald	

Agency	Contact Person	Meeting Information	2021 Appointed Liaison	2022 Appointed Liaison
Cadillac Area Manufacturers Association	Marcus Peccia 231-775-0181	Date and location vary each month	Michael Bush	
Cadillac/Wexford Transit Authority	Carrie Thompson 775-9411	Third Monday of each month, 4:00 p.m. CWTA office, 951 Casa Rd, Cadillac	Michael Musta	
Cadillac Wexford Public Library Board	Tracey Logan, Director 775-6541	Third Monday of each month, at 5:30 p.m. (Jan on-call); 6:00 p.m. at various branches	Ben Townsend	
Clam Lake DDA	Cindy Warda 231-775-5401 Ext. 6	1/27; 2/19; 3/18; 4/15; 5/20; 6/17; 7/15; 8/19; 9/16; 10/21; 11/18; 12/16 @ 7:45 a.m. at the Clam Lake Township Hall, 8809 E. M-115	Brian Potter	
Department of Health & Human Services	Luther Lovell 779-4500	First Tuesday of each month, 9:30 a.m., DHS Office, 10641 W. Watergate Rd. (M-55 E), Lake City	Julie Theobald	
(Emergency Preparedness) Local Planning Team	Travis Baker 779-9212	Various times and locations, at least quarterly, which will be published prior to the meeting.	Michael Bengelink Gary Taylor	
Human Services Leadership Council	Carey Adrianse 231-779-4500	Fourth Tuesday of each month, 8:30-10:00 a.m. Wexford Missaukee ISD, Education Bldg., 9905 E. 13 th Street, Cadillac, NO JULY OR DECEMBER 2021 MEETINGS	Janet Koch	
MSU Extension District Council	James Kelly 779-9480 ext. 1	Quarterly. Location and time TBD.	Judy Nichols	
Northern District Fair	TBD 775-6361	Third Thursday of each month, 7:00 p.m. at Fair Board Office, Fairgrounds.	Julie Theobald	
Road Commission	Karl Hansen 775-9731	Last Wednesday of each month, at 7:30 a.m. Except for December's meeting is 12/16 at 8:00 a.m., Road Commission Office, 85 W. M-115, Boon	Joe Hurlburt	
Wexford Conservation District	Tiffany Jones 775-7681 ext.3	Second Tuesday of each month, 9:00 a.m. District Office, 7192 E. 34 Rd., Cadillac	Gary Taylor	

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 fifth day of January 5, 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

RESOLUTION NO. 22-01
RESOLUTION FOR WEXFORD COUNTY DEPOSITORY

WHEREAS, the Wexford County Board of Commissioners hereby provides for the designation and deposit of all public money including tax money by the Wexford County Treasurer in the following financial institutions:

Huntington Bank
Horizon Bank

WHEREAS, the above signifies the location of the General Fund, Delinquent Tax, and Inmate Trust Fund demand accounts. Surplus funds and investment accounts are governed by PA 20 and the County's Investment Policy; and

WHEREAS, the Treasurer is authorized to enter into and execute on behalf of the County any contracts with any bank or trust company for the safekeeping or their party custodianship of any of the County's securities as well as any contracts or repurchase agreements with any corporation for the purchase of any such securities which will be the subject of such safekeeping or third party custodianship arrangements, on such terms and conditions as the County Treasurer shall require; and

WHEREAS, the County Treasurer is authorized to rely on the continuing effect of these Resolutions until amended or repealed by a subsequent resolution of this or a successor Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners, under the laws of the State of Michigan, Act No. 40 of the Michigan Public Acts of 1932, 1st Extra Session, as amended (MCL 129.12), this Board is required to provide, by resolution, for the deposit of all public monies, including tax monies, belonging to, or held for, the State, County, or other political units coming into the hands of the County Treasurer, in one or more Financial Institutions within the State.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

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 22-01 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 5, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

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 fifth day of January, 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 22-02
REAFFIRMING INVESTMENT POLICY – E-1.0**

WHEREAS, pursuant to the provision of Act No. 20 of the Public Acts of Michigan of 1943, as amended, (Act 20) the Board of Commissioners of the County of Wexford may authorize the County Treasurer to invest County funds in certain investments; and

WHEREAS, this Board wishes to authorize such investments as are permitted by Act 20.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Wexford authorizes that:

1. The County Treasurer is authorized to invest funds of the County of Wexford in investments authorized by Act 20.
2. The Investment Policy attached was approved on June 17, 1998 amended January 4, 2006 and reviewed December 4, 2019.
3. Before executing an order to purchase or trade the funds of the County of Wexford, a financial intermediary, broker or dealer shall be provided with a copy of the County's Investment Policy, shall acknowledge receipt of the Investment Policy and agree to comply with the terms of the Investment Policy regarding the buying or selling of securities.
4. The County Treasurer is authorized to rely on the continuing effect of this resolution until and unless it is specifically amended or rescinded by a future resolution of the Board of Commissioners.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

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 22-02 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 5, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

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 fifth day of January, 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 22-03
CIVIL RIGHTS ACT/AMERICANS WITH DISABILITIES ACT AND
FAMILY MEDICAL & FAMILY LEAVE ACT**

WHEREAS, Wexford County desires to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Family and Medical Leave Act of 1992 in all entities:

BE IT THEREFORE RESOLVED that, Wexford County shall comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Family and Medical Leave Act of 1992 in the employment and retention of personnel, and all other phases pursuant to these Acts, and affirms its policy prohibiting discriminatory practices, policies, and customs that violate the rights of any citizen or lawful permanent resident of the United States on the basis of race, color, national origin, religion, creed, sex, age, weight, height, marital status, or physical disability and/or ability and hereby adopts a broadened policy encouraging participation of minorities, the handicapped, and the disabled.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

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 22-03 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 5, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

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 fifth day of January, 2022, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 22-04
FAIR HOUSING**

WHEREAS, Wexford County is committed to fair housing and will work aggressively to ensure that all housing programs comply fully with all state, federal and local fair housing laws; and

WHEREAS, Wexford County has appointed the County Administrator as their fair housing contact person, who has an understanding of the Fair Housing Laws and will attend applicable training as able to remain informed; and

WHEREAS, Wexford County has established a Fair Housing Log. The Fair Housing Log will be maintained and will disclose information regarding any and all fair housing concerns and their outcomes; and

WHEREAS, persons wishing to file a housing related complaint or concern will be referred to the Michigan Department of Civil rights, HUD, and their local Fair Housing Center. The Fair Housing contact will notify Michigan Economic Development Corporation, MEDC, if a complaint or concern is filed; and

WHEREAS, the offices of Wexford County are accessible and barrier free, and the County will make every attempt to reasonably accommodate all of its constituents; and

WHEREAS, Wexford County will include the Fair Housing Logo on all of its documents and advertisements pertaining to its housing programs. The County will post a Fair Housing poster in place visible to the public. The County will secure and distribute upon request, Fair Housing material provided by MEDC and various other Fair Housing agencies and organizations. "Fair Housing, It's Your Right" brochures will be distributed to all applicants of the County housing program; and

WHEREAS, Wexford County will consider all applicants and contractors based on qualifications. No applicant or contractor will be denied housing or a contract based on their race, color, national origin, religion, age, sex, marital status, familial status or handicap. Persons raising concerns regarding discrimination will not be retaliated against. Marketing of all County housing programs will include minority and women applicants.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Wexford County hereby adopts this Fair Housing Resolution and all of its premises.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

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 22-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 5, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



WEXFORD COUNTY'S FAIR HOUSING POLICY STATEMENT

Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, or disability, is a fundamental policy of Wexford County. Wexford County is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing financing activities.

If you are applying for a Wexford County housing repair loan and you believe you are the victim of housing discrimination, you can contact Janet Koch, Wexford County Administrator and Fair Housing designee, at administration@wexfordcounty.org or (231) 779-9453.

If you believe you are the victim of housing discrimination you can also contact the **Michigan Department of Civil Rights** at <http://www.michigan.gov/mdcr/> or call their Fair Housing hotline number at 1 (800) 482-3604.

You may also contact the **US Department of Housing and Urban Development** at <http://www.hud.gov/offices/enforce/contact.cfm> or call their Housing Discrimination hotline at 1 (800) 669-9777.

Western Michigan Fair Housing:

Fair Housing Center of West Michigan
20 Hall SE
Grand Rapids, MI 49507
(616) 451-2980

Other Resources:

HUD's Office of Fair Housing and Equal Opportunity
<http://www.hud.gov/offices/fheo/aboutfheo/aboutfheo.cfm>

National Fair Housing Advocate
www.fairhousing.com

People with Disabilities
<http://www.hud.gov/offices/fheo/disabilities/sect504.cfm>
<http://www.hud.gov/offices/fheo/disabilities/index.cfm>
<http://www.usdoj.gov/crt/ada/adahom1.htm>

Accessibility Requirements for Buildings
<http://www.hud.gov/offices/fheo/disabilities/accessibilityR.cfm>

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Recreation and Building Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Rental of the Lake Street Office Space

SUMMARY OF ITEM TO BE PRESENTED:

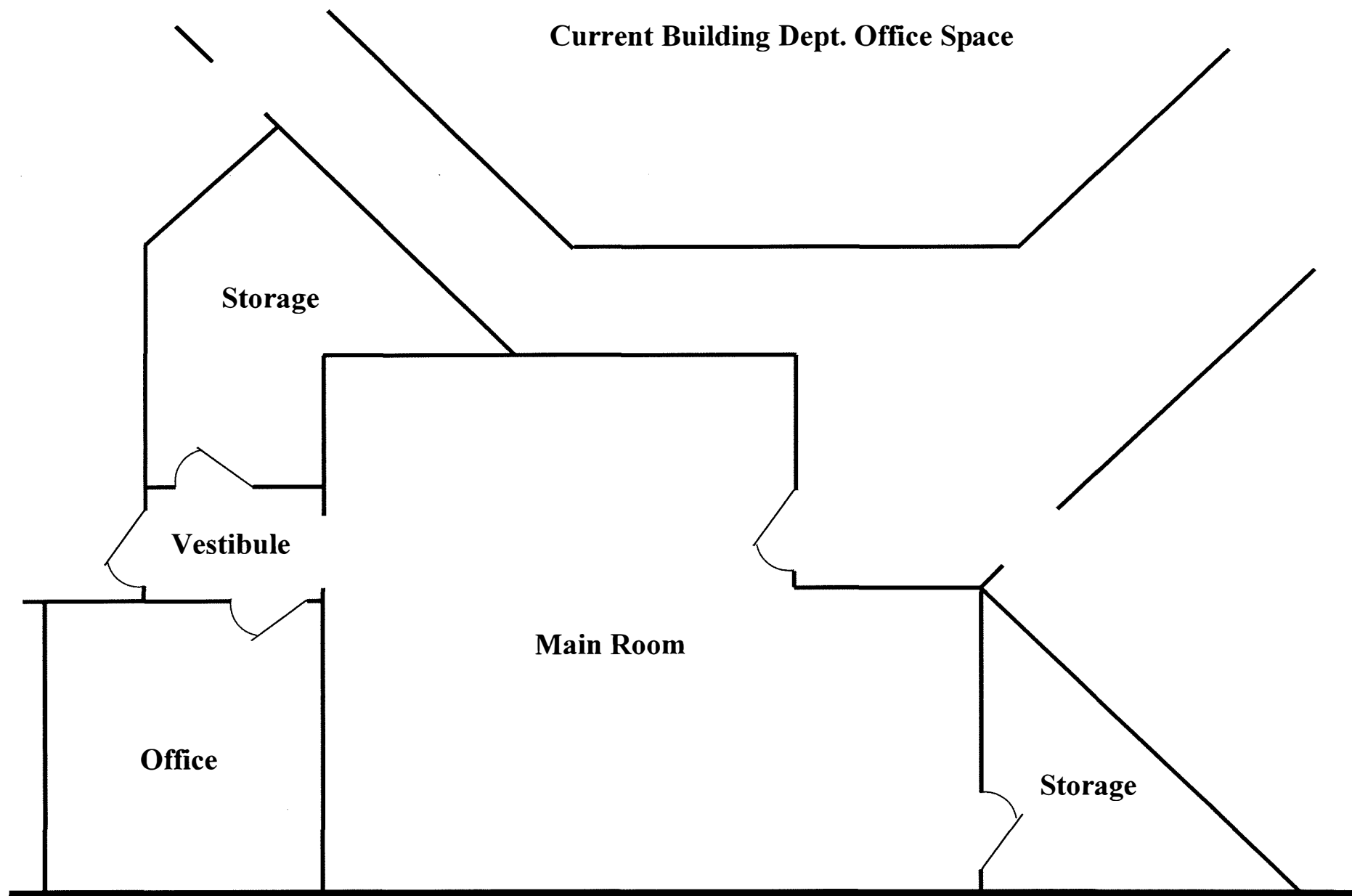
The Building Department currently occupies 897 square feet in the Lake Street building (see following sketch). The Building Department's move to the current MSU Extension office space is expected to take place in January, at which point their current space will be unoccupied.

A future tenant could occupy the full 897 sft. Alternatively, with the addition of a door, the main room, and the triangular storage space adjacent to that room could be rented separately (585 sft) leaving the current building official's office and adjacent storage for County use (312 sft).

Vicki Sawicki, Program Coordinator of North Country Cooperative Invasive Species Management Area, attended the meeting. Currently, they are occupying less than 200 sft of office space in the Historic Courthouse at no charge. Ms. Sawicki said she'd discussed the possibility of leasing the full 897 sft space with her steering committee and they'd located the funds to lease the space for one year, beginning February 2022 at a sft cost of \$6.36 annually. This cost does not include the provision of janitorial services or the provision of any telecommunications services.

RECOMMENDATION:

The Recreation and Building Committee recommends the full board move forward with leasing the former Building Department space to Invasive Species at the above cost.



BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/Public Safety
FOR MEETING DATE: January 5, 2022
SUBJECT: Appointment to 911 Advisory Committee

SUMMARY OF ITEM TO BE PRESENTED:

Application for appointment for 911 Advisory Committee for Lorne Haase as Village Representative.

RECOMMENDATION:

The HR/PS committee recommends the full board approval of Lorne Haase as Village Representative for the 911 Advisory Committee.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: HR/Public Safety
FOR MEETING DATE: January 5, 2022
SUBJECT: Appointment to Airport Authority

SUMMARY OF ITEM TO BE PRESENTED:

Application for appointment for Airport Authority Committee for Ben Townsend. Commissioner Townsend, currently the Board's liaison to the Airport Authority, will become a voting member of the Authority and will function as both an Authority member and the Board's liaison.

RECOMMENDATION:

The HR/PS committee recommends the full board approval of Ben Townsend for the Airport Authority Committee.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Community Corrections Part-time Employee Status

SUMMARY OF ITEM TO BE PRESENTED:

At the November 23 committee meeting, Community Corrections Manager Mistine Stark requested that the status of the two Community Corrections employees as “irregular part time employees” be changed to “regular part time employees” with limited benefits. The hours worked by the employees would not increase and the only benefit for which regular part time employees are currently eligible by County policy are vacation time on an accrual basis dependent on the number of hours worked.

Ms. Stark is making this request because the two employees in her department are actually working on a continuous regular basis and meet the definition of a regular part-time employee. The following are definitions from the Board’s Policy B-5.0 Definition of Employment Terms / Categories:

Regular Part-time Employee. Works on a continuous, regular basis but at a level less than the defined work period and normally less than 30 hours per week in a position authorized by the Board of Commissioners. Partial employee benefits normally accrue with part-time positions.

Irregular Part-time Employee. Works on a non-continuous, irregular basis at a level less than a regular part-time employee in a position authorized by the Board of Commissioners. Employee benefits do not normally accrue with irregular part-time employees.

The HR Director and County Administrator reviewed Ms. Stark’s request; the Clerk’s Office was also part of the discussion. Though there are a few other irregular part time employees at the County, e.g. the bailiffs and inspectors for the Building Department, if Ms. Stark’s request is granted, there do not appear to be any additional complications regarding personnel or policies. The other irregular part time employees of the county continue to fall under the definition of the Irregular Part Time Employee, so if approved, this request would only affect the two employees in the Community Corrections Department. There would be no change to that budget.

RECOMMENDATION:

The Committee recommends the full board to approve the request to change the status of the part time Community Corrections Substance Abuse Testers from irregular to regular, effective January 1, 2022.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Amendment to COAM Collective Bargaining Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The recent ratification summary for the recent negotiations with the Police Officers Association of Michigan (POAM) for Corrections, Animal Control and Administrative Assistants (the non-312 unit) included the striking of the Office Manager of the Wexford County Sheriff's Office from that union division. This was done with the understanding that the current Command Officer Association of Michigan (COAM) collective bargaining agreement, or CBA, would be amended to include the Office Manager.

Following is an amendment agreement between the County, the Sheriff, and COAM regarding inclusion of the Office Manager into the COAM division. The amendment was prepared by the County's labor counsel. The salary level noted in the agreement is closely equivalent to the M3 wage level. Other M3s at the County include the Circuit Court Administrator, District Court Administrator, District Court Probation Officer, Deputy Friend of the Court and Emergency Manager.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the CBA amendment.

AMENDMENT AGREEMENT
BETWEEN
THE COUNTY OF WEXFORD (“County”)
AND
THE SHERIFF OF WEXFORD COUNTY (“Sheriff”)
AND
THE COMMAND OFFICERS ASSOCIATION OF MICHIGAN (“COAM”)

WHEREAS, the County, Sheriff and COAM have entered into a collective bargaining agreement with a term running from January 1, 2021 through December 31, 2024 (the “COAM CBA”); and

WHEREAS, by agreement between the County, Sheriff, COAM and subsequent agreement by the Police Officers Association of Michigan -- the Office Manager position has been included in the Recognition provision of the COAM CBA (Art. 1.1) effective January 1, 2022; and,

WHEREAS, in negotiations for the COAM CBA, the County, Sheriff and COAM bargained and agreed to a limited re-opener of the COAM CBA ONLY for the purpose as to address the wages and benefits applicable to the COAM Office Manager Position for the remainder of the unexpired term of the COAM CBA upon the inclusion of such position with the COAM Recognition provision.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. Appendix A of the COAM CBA will be revised effective January 1, 2022 to include as follows:

The salary level for the Office Manager position during the remaining term of the COAM CBA shall be 7.5% above the classification base wage rate fixed for the classification of deputy of equivalent seniority.

2. Notwithstanding Art. 12.3 or 12.4 of the COAM CBA, overtime or compensatory time for the Office Manager position shall be for hours actually worked in which the aggregate number of hours exceeds forty hours per week.
3. Consistent with Art. 15.2 of the COAM CBA, the Office Manager position is exclusively eligible to remain eligible for a MERS Hybrid Plan with a 1.5% multiplier.
4. The balance of the COAM CBA between the parties will remain in full force and effect for the duration of the COAM CBA’s term.

COMMAND OFFICERS
ASSOCIATION OF MICHIGAN

Dan Kuhn, Business Agent

Date

WEXFORD COUNTY BOARD
OF COMMISSIONERS

Gary Taylor, Chairperson
Board of Commissioners

Date

WEXFORD COUNTY SHERIFF

Trent Taylor, Sheriff

Date



Wexford County

Request for Board of Commissioner Action

L.16.

Committee: Finance
Committee Meeting Date: December 22, 2021
BOC Meeting Date: January 5, 2022
Department: Central Dispatch
Submitted by: Duane Alworden
Subject: Empiric Solutions (IT company)

Action Request:

Approval to sign contract with Empiric Solutions. This is a renewal contract with minimal changes.

Financial Information:

\$17,800

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

Empiric Solutions is a specialized IT company that can service all of our 911 systems/equipment within the dispatch center. They work with our CAD system, phone system and will learn the radio system as needed, this will help us with a one stop shop for IT issues that we may have. This company is a 24/7/365 and can always monitor our systems to catch issues before it comes a problem.

We have used Empiric for the past year and want to continue to work with them. Their service has been impressive. In this contract we went from a level 10 to a level 7, in turn saving us \$360.00 per month, the level of service is not changing. We just didn't use their services as much as originally planned. This is due to all new equipment within the 911 center.

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

The contract will be sent to Empiric once approved and the new year will start with them after the first BOC meeting in January 2022.

List of Attachments:

- Agreement

EMPIRIC SOLUTIONS, INC.
TECHNOLOGY MANAGEMENT AGREEMENT

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

WITNESSETH THAT:

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

WHEREAS, ESI is interested in providing such Services; and

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

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

TERM

1. The term of Agreement shall commence on the 1st day of January 2022 and shall continue through the Last day of December 2022 (hereinafter referred to as "Term"). Agreement with all terms and conditions set forth herein shall, at the end of Term, **not** automatically renew. Either party may terminate this Agreement without penalty by providing the other party written notice of the intent to terminate no less than 90 days prior to the effective date of termination.
2. Notwithstanding the foregoing, this Agreement may be terminated by either party, without notice, upon the occurrence of any of the following events: (i) A party's material breach of its obligations hereunder where such breach is not remedied within ten (10) days' notice thereof (ii) subject to applicable law, any assignment by the other party for benefit of creditors, the inability to pay its debts as they fall due, the appointment of a receiver or any execution levied upon all or substantially all of the other party's business or assets, or the filing of any petition for voluntary or involuntary bankruptcy or similar proceeding by or against the other party; or (iii) the other party's dissolution or liquidation.

SERVICES

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

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

ESI Holidays are:

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

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

CLIENT REQUIREMENTS

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

COMPENSATION

16. Both parties have reviewed Exhibit "A" Services and agree with the Resource Level Index and corresponding Monthly Rate shown in this Exhibit.

17. The purpose of the Resource Level "Index" is to provide an easily understood measurement system to allocate ESI Resources. This Index intentionally parallels the FTE method used by many employers to define staffing levels but only in so far as to simplify this client/vendor relationship. It should be strictly understood that ESI Resources consist of a blend of proprietary technology and labor.
 18. Index sizing must consist of at least one (1) unit and be scaled in whole numbers. For example, an Index may be 50 or 51 but not 50.5. ESI uses the Index and duties to calculate the Monthly Rate. Therefore, if the Index is adjusted (see below), this will result in a change to the Monthly Rate.
 19. Client may resize the Resources by adjusting the Index once every 90 days. This request must be made by providing ESI written notice no less than 90 days prior to the effective date. This change may increase or decrease the allocated Resources. ESI shall review the request and respond with the new Monthly Rate within thirty (30) days. Clients may withdraw the Index change request not less than 45 days prior to the effective date and remain at the existing Index.
 20. Both parties may request adding Temporary Resources. If added, these Temporary Resources will be listed as a second Resource Level Index. These Temporary Resources may be used to address any temporary increase in work, such as special projects or short-term increased workloads. Both parties must agree in writing to the temporary increase before it becomes effective. The two Indexes shall be combined and used to determine the Monthly Rate. Temporary Resources shall start on the first of a month and continue for a minimum of one and a maximum of three months. Requesting Temporary Resources shall not affect the Client's 90 day Index change option.
 21. ESI is responsible for tracking the Resources used and for providing Client with usage reports. These reports shall be used by both parties for performance evaluations and Service quality assessments. Client may request reports at any time and ESI shall have seven (7) business days from receipt of the request to provide the information.
 22. In this Resource/Service model there are few excluded duties. Both parties recognize there will be months that exceed, and other months that fall short of, using all allocated Resources. Both parties agree to regularly review the usage trends in order to avoid significant or long-term imbalances. At no time shall either party seek financial compensation from the other party for imbalances of a prior month's Services. The following steps shall be used to keep Resources allocation in check:
 - A. Regular Performance Reviews between ESI and Client
 - B. Analysis of Usage Reports and trending Resource allocation
 - C. Assignment of Temporary Resources
 - D. Adjustments to Resource Level Index according to usage trends
 - E. Adjustments to and reassignment of duties
 23. The Client's costs will not exceed the active Monthly Rate. This essentially eliminates any financial risk and hidden costs for the Client. In order to provide similar protection for ESI, if Client's utilization of ESI Services significantly exceeds the current Index, both parties will work cooperatively to reallocate resources and prioritize projects to the satisfaction of both parties.
 24. ESI shall provide, and Client agrees to pay, monthly invoices. Invoices shall include a reasonable description of Services, as well as any supplies or consumables that may have been provided to Client. Client agrees to pay to all federal, state, or local taxes that these authorities may impose on Services during the Term, except that ESI shall be solely responsible to provide any salary or other benefits to its employees and will make all appropriate tax, social security, Medicare and other withholding deductions and payments and will provide worker's compensation insurance coverage for its employees and make all appropriate unemployment tax payments.
 25. Client shall deliver payment to ESI by the first day of each Month in advance of the Month in which Services are provided. Client agrees to pay ESI according to the terms stated on each invoice and ESI may assess a late
- Client Initials: _____
- Technology Management Agreement, rev. 20200616

fee of 1.5 percent per month on past due balances. Any balance greater than 30 days past due may result in suspension of Services.

26. If Agreement is breached by Client, ESI shall stop providing Services and ESI shall be entitled to immediate payment for all materials supplied to client and ninety (90) days of then Current Monthly Fee.

CONFIDENTIALITY AND NON-COMPETITION

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

CONDITIONS OF USE

34. ESI reserves the right to monitor Client's use of Services for the purpose of ensuring security of ESI's systems, managing resources of ESI's network, and compliance with terms of Agreement.

35. Client acknowledges that ESI's staff are authorized for unsupervised access to Client facilities and systems for the purposes of providing Services.
36. ESI acknowledges and agrees that ESI's use of Client technology shall be solely limited to providing Services to Client and accessing ESI systems for business purposes.
37. ESI shall follow strict hiring guidelines to help ensure ESI staff are ethical and trustworthy.

ACCEPTABLE USE

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

WARRANTY

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

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

EXCLUSIONS

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

MISCELLANEOUS

43. Neither party may assign its rights and responsibilities under Agreement without the written consent of the other party.
44. The waiver of any breach or default under Agreement shall not constitute the waiver of any subsequent breach or default.

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

57. Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

58. Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by e-mail, facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested, to the addresses for the parties as shown on Exhibit C. A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when acknowledged by recipient, provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by e-mail shall be deemed given only when the recipient acknowledges receipt of same. A Notice sent by overnight delivery or express mail shall be deemed given upon confirmed delivery by the courier used. A Notice that is sent by certified mail or registered mail shall be deemed given on the date delivery is accepted by the recipient. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given. Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those substitute addresses, or facsimile numbers.

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

ESI: Empiric Solutions, Inc.

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

X. _____

X. _____

By: Eric D. Seelye

By: _____

Title: President

Title: _____

Date: _____

Date: _____

EXHIBIT "A" **SERVICES**

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

Resource Level Index:	7
Monthly Rate:	\$1,476/month

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

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

- Proprietary Technology
- Labor - Skilled Technology Staff

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

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

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

NETWORK and SYSTEMS ADMINISTRATION

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

NETWORK TECHNICIAN ASSISTANCE

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

TECHNOLOGY CONSULTING

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

- Disaster and continuous operation planning
- Vendor coordination

AUTOMATION (Proprietary Technologies from ESI)

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

ADMINISTRATIVE/CLERICAL

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

OTHER

- Any other applicable technology related duties as directed by Client
- -

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

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

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

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

Incorporated by reference:

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

Management Control Agreement

FBI/CJIS Security Addendum

EXHIBIT "B"
DEFINITIONS

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

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

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

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

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

"Services" – Exhibit "A"

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

EXHIBIT "C"
REPRESENTATIVES

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

Client's Representative shall be:

Name: _____
 Company: _____
 Address: _____

 Phone: _____
 E-Mail: _____

Empiric Solutions, Inc Representative shall be:

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

EXHIBIT "D" TECHNOLOGIES

ESI Technologies

-none-

Excluded Technologies

-none-

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: IT Right Network Purchases

SUMMARY OF ITEM TO BE PRESENTED:

Following are two quotes from IT Right: ITRQ20873 is for the replacement of Courthouse network switches at a cost of \$7,648.70. Quote ITRQ20768 is for the replacement of Courthouse servers at a cost of \$21,564.00. Both purchases are recommendations of the Technical Alignment Manager of IT Right and are needed to maintain and upgrade the County's computer network, a recommendation with which Joe Porterfield, our on-site IT consultant, agrees.

The network switches can be a budgeted 2021 purchase, the servers can be a budgeted 2022 purchase, both from from general ledger #245-902-970.09.

The County's Purchasing Policy D-1.0 states that:

Purchases that are estimated to exceed \$5,000 but not more than \$10,000 may be made where there is an appropriation for such purchase in the annual budget and where the Purchasing Agent obtains at least three competitive cost quotations. These quotations, with a recommendation from the Purchasing Agent, will be submitted to the County Board for approval via its standing Finance Committee and no purchase order shall be written or vouchers drawn until the Board approves the purchase.

As IT Right is our vendor for IT services and consistently provides us material costs that are extremely competitive, there does not appear to be any advantage to obtain three quotes for these highly technical items. For the same reason, there does not appear to be any advantage to the County to have a sealed, competitive bid for the purchase of the servers.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the IT Right quote for switches as a 2021 purchase and the servers as a 2022 purchase from Fund 245.

I.T. RIGHT


**Information Technology Solutions that
Work for Local Government**

5815 East Clark Rd Suite G
Box 160
48808 Bath
United States

Q U O T E

Number ITRQ20873

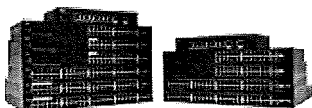
Date Nov 16, 2021

Sold To	Ship To	From The Desk Of
Wexford County-MI Janet Koch 437 E. Division Street 49601 Cadillac	Wexford County-MI Janet Koch 437 E. Division Street 49601 Cadillac	 mallen 855-487-4448 mallen@itright.com
Phone (231) 779-9453 Fax	Phone (231) 779-9453 Fax	

Here is the quote you requested.

Terms	P.O. Number	Ship Via
-------	-------------	----------

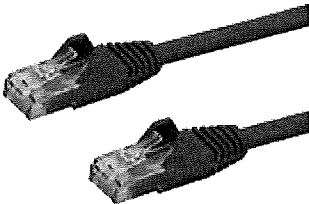
Line	Qty	Description	Unit Price	Ext. Price
1		Replace Switches in Courthouse MDF		
2	3	Cisco SG350-52MP 52-Port Gigabit Max-PoE Managed Switch - 52 Ports - Manageable - Gigabit Ethernet - 1000Base-T - 3 Layer Supported - Twisted Pair - Desktop, Rack-mountable - Lifetime Limited Warranty	\$2,096.00	\$6,288.00



3 Currently backordered.

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Thanks for choosing I.T. Right!

Line	Qty	Description	Unit Price	Ext. Price
4	50	5ft CAT6 Ethernet Cable - Blue	\$9.23	\$461.50
				
5	60	7' Cat6 Patch Cable Blue	\$11.24	\$674.40
6	20	Cat6 10' Patch Cable Blue	\$11.24	\$224.80

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Please contact me if I can be of further assistance.

SubTotal	\$7,648.70
Tax	\$0.00
Shipping	\$0.00
Total	\$7,648.70

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Thanks for choosing I.T. Right!



**Information Technology Solutions that
Work for Local Government**

5815 East Clark Rd Suite G
Box 160
48808 Bath
United States

QUOTE

Number ITRQ20768

Date Nov 3, 2021

Sold To

Wexford County
Janet Koch
437 E. Division Street
49601 Cadillac

Ship To

Wexford County
Janet Koch
437 E. Division Street
49601 Cadillac

From The Desk Of

RAllen
855-487-4448 ext 5
rallen@itright.com

Phone (231) 779-9453
Fax

Phone (231) 779-9453
Fax

Terms

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1		VM Host to replace Exchange2K12, Exch-Interim, and PASRV12		
2	1	SuperServer 6029P-TRT <ul style="list-style-type: none"> - Supermicro SuperServer 6029P-TRT - 2U - 8x SATA - Dual 10-Gigabit Ethernet - 16x DDR4 - 1000W 1+1 Redundant - 2 x Intel Xeon Silver 4214 Processor 12-Core 2.2GHz 17MB Cache (85W) - 12 x 16GB PC4-23400 2933MHz DDR4 ECC RDIMM - 8 x 3.84TB Micron 5300 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive - Broadcom MegaRAID 9361-8i SAS3/SATA 8-Port RAID Controller - 1GB Cache - PCIe 3.0 x8 - 2 x Broadcom NetXtreme 1-Gigabit Ethernet Network Adapter - PCIe 2.0 x4 - 4x RJ45 - 2 x IEC320 C13 to C14 Power Cable - 16AWG - 250V/13A - 6ft / 1.8M (TAA Compliant) - Supermicro Update Manager (SUM) (OOB Management Package) - Microsoft Windows Server 2019 Standard (24-core) - 3 Year Advanced Parts Replacement Warranty (Zone 0) RAID Configuration LSI 3108 [SAS 12, 8 ports] RAID 10 (*OS) -> 8 x 3.84TB Micron 5300 MAX Series 2.5" SATA 6.0Gb/s Solid State Drive Config ID# 71199	\$17,964.00	\$17,964.00

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

Line	Qty	Description	Unit Price	Ext. Price
3	30	Project Labor for installing, configuring, and implementing new Terminal server.	\$150.00	\$4,500.00
4		20.0% Loyalty Discount		-\$900.00
5		Scope: PASRV12 and EXCH2k12 can then be combined into a single new data-storage host. Exch-Interim should be kept as its own host. Either P2V and the in-place upgrade the OS or build from scratch and migrate the data to the VM's. Tech would like to add the DC/DNS services onto a physical box after the virtualization is completed, as a safety precaution.		
6		* Payment for the hardware/software is required prior to processing the order.		

SubTotal	\$21,564.00
Tax	\$0.00
Shipping	\$0.00
Total	\$21,564.00

* For orders over \$5000, payment for the hardware/software is required prior to processing the order.

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: TKS Camera Purchase and Installation

SUMMARY OF ITEM TO BE PRESENTED:

In April 2020, the State Court Administrative Office provided a review of the Wexford County Courthouse security measures. The review included a recommendation to increase the coverage of the surveillance cameras. Security staff identified the areas of highest concern and TKS Security was contacted to provide a quote to cover those areas. A quote for \$17,192.00 follows.

The County's Purchasing Policy D-1.0 states that:

Purchases that are estimated to exceed \$5,000 but not more than \$10,000 may be made where there is an appropriation for such purchase in the annual budget and where the Purchasing Agent obtains at least three competitive cost quotations. These quotations, with a recommendation from the Purchasing Agent, will be submitted to the County Board for approval via its standing Finance Committee and no purchase order shall be written or vouchers drawn until the Board approves the purchase.

As TKS is our vendor for security cameras services and consistently provides us material costs that are extremely competitive, there does not appear to be any advantage to obtain three quotes for these highly technical items. For the same reason, there does not appear to be any advantage to the County to have a sealed, competitive bid for the purchase of the servers. The cost would be covered by the 2021 budget for Fund 245-904.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the TKS quote for camera purchase and installation.



Proposal For:

Wexford County

Wexford County Courthouse - Camera Additions

Project Location:

437 E. Division St

Cadillac, MI 49601

Prepared For:

Janet Koch

Prepared By:

Micah Byrnes



**ACCESS
CONTROL**



VIDEO



FIRE



**BURGLAR
ALARM**

Janet Koch

Wexford County

437 East Division Street

Cadillac, Michigan 49601

JKoch@wexfordcounty.org • 231-779-9453

11 / 29 / 2021

Hello Janet. It is my pleasure to present this estimate for your Wexford County Courthouse - Camera Additions. Our proposals are pretty. Right? They're loaded with great information too. Let's be honest, though. I know what you are looking for... **THE PRICE!** Let me save you some time. Here it is: **\$17,192.00** (*Don't worry, this number is at the end too - along with where it came from.*)

Phew! That's done. Now you can see that TKS is not in the business of wasting your time. I would love the opportunity to tell you what we are in the business of: **Securing YOU - the right way.** When it comes to access control, video systems, burglar alarms and fire alarms; TKS Security is 100% committed to providing our customers with gold-standard products, installation and service! This starts with being a licensed, bonded and insured security integrator. Here is what that means for you:

- ***Eliminate the unnecessary risk that comes with unqualified installers or poor quality equipment.***
- ***We choose to be Licensed by the State of Michigan (It's true! Integrators are not required to be licensed to install alarms)***
- ***Regular background checks on our employees***
- ***Knowledgeable, expert installers***
- ***Only NDAA Compliant Equipment***

Please review the included scope of work and related pricing. If you have any questions or need anything at all, do not hesitate to reach out. I am here to help!

Thank you very much for this opportunity. I am looking forward to going to work for you soon!

Sincerely,

Micah Byrnes

Security System Specialist

(231) 342-2039

MByrnes@GoTKS.com

www.GoTKS.com

Project Information

Project Name: Wexford County Wexford County Courthouse - Camera Additions

Project Location(s): 437 E. Division St, Cadillac, MI 49601

On-Site Contact Name/Info:

Customer Responsibilities: TKS Security will have access to the location above, Monday-Friday from 8a-5p. A 120V/AC power outlet and an internet connection must also be provided (can use existing when available). For projects containing a fire alarm, dedicated 120V/AC power with lockout must be provided at the panel location.

Scope of Work: See Orange Text Below

Access Control (AC): TKS Security will build your cloud-hosted AC account, provide and install any required equipment, and train your team. Authorized users will be able to control your system locally or remotely, from most devices with an internet connection. Your cloud hosted system eliminates the need for server updates, feature upgrades or additional licensing fees.

Video Management System (VMS): TKS Security will provide, install and program any required equipment for your VMS and train your team once complete. Your system along with remote video services (RVS) from TKS will give you the ability to easily view your system and search for security events locally and remotely from most devices with an internet connection.

Burglar Alarm (BA): TKS Security will provide, install and program any required equipment for your BA and train your team once complete. Authorized users will be able to control your system locally or remotely from most devices with an internet connection. Paired with our award winning central station monitoring you will have an easy to operate system that offers the best, most professional protection in the industry.

Fire Alarm (FA): TKS Security will provide, install and program any required equipment for your FA and train your team once complete. Paired with our award winning central station monitoring, you will have a state of the art system that offers the best, most professional protection available in the industry.

Locksmith Services (LS): TKS Security is one of the only security integrators in Michigan with multiple locksmiths on staff. In fact, our team installs the locks for ALL of the major security companies in the State. By eliminating the back and forth between lock and security integrators, we streamline the install and service processes - ultimately saving you time and money!

Add'l Notes:

Current System Assessment

This is a proposal to:

Update the Existing, Camera Software to the latest Version (necessary for adding new cameras. TKS will also install 7 new cameras throughout the building.

The project includes: (5) Indoor cameras, (1) 180 degree, wide-angle outdoor camera and (1) 360 degree, outdoor, corner mounted camera

This will include all cabling, labor, parts and materials.

VIDEO SYSTEM

Click [here](#) for detailed information about our video system solutions.

QTY	SKU	Name	Price	Subtotal
5	2.0C-H4M-D1-IR	Avigilon 2MP Indoor Dome 2.8mm, Integrated IR	\$536.00	\$2,680.00
36	ACC-ENT-SMART-5YR ACC	Per Channel, 5 Year Camera SSA	\$100.00	\$3,600.00
1	P3717-PLE	Axis 4 Lens Camera - Outdoor Camera	\$1,600.00	\$1,600.00
1	T94N01D	Pendant Kit	\$95.00	\$95.00
1	T91D61	AXIS T91D61 Wall Mount 1.5" NPS	\$92.00	\$92.00
1	P3807PVE	Axis P3807PVE - 180 Degree Multi Lens Dome - 8MP-P67	\$1,800.00	\$1,800.00
1	T94V02D	Axis Pendant Kit for 180 degree P3807-PVE Dome	\$125.00	\$125.00
1	T91D61	Axis Wall Mount For Axis P3807-Pve	\$120.00	\$120.00
7	ACC7-ENT	ACC 7 Enterprise Edition camera license	\$290.00	\$2,030.00
2	CAT6-GRN (500)	Cat6 Riser Green 500ft Box	\$125.00	\$250.00
32	INSLBR	Install Labor - Programming, Installation, Testing	\$125.00	\$4,000.00
1	LIFTDY	Scissor Lift 1 Day	\$800.00	\$800.00
Subtotal				\$17,192.00
Total				\$17,192.00

INITIAL INVESTMENT

Parts, Installation, Programming Testing, Training

\$17,192.00

MONITORING/HOSTING

Click [here](#) for detailed information about our monitoring/hosting solutions.

Quantity	Description	Price	Subtotal
		Subtotal	\$0.00
		Total	\$0.00

RECOMMENDED SERVICES (OPTIONAL)

Quantity	Description	Price	Subtotal
1	Quality Service Program	\$100.00	\$100.00
	<i>Price per Month, per Location. No Additional Cost for Service!</i>		
		Subtotal	\$100.00
		Total	\$100.00

Please select a QSP option:

If Declined: I accept service terms as outlined in contract.

If Accepted: No cost for future parts or labor as long as QSP is paid current. (Excludes physical damage. i.e. vandalism, acts of God, etc.)

I understand the parts/labor terms.

TKS SECURITY
7050 12th Avenue
Jenison, Michigan 49428
(888) 595-1115

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 12/2/2021

Subscriber's Name: Wexford County

Telephone No.: 231-779-9453

Address: 437 East Division Street, Cadillac, MI, USA

Email Address: JKoch@wexfordcounty.org

Rider between TKS SECURITY (hereinafter referred to as "TKS" or "ALARM COMPANY") and Wexford County (hereinafter referred to as "Subscriber"), supplements the prior Agreement between the parties for premises at 437 E. Division St, Cadillac, MI 49601.

Total Purchase Price: \$17,192.00 + Tax if Applicable

Down Payment: \$8596.00

Balance due upon completion of installation: \$8596.00 + Tax if Applicable

CHECK PARAGRAPHS THAT APPLY:

- ☒ 1. EXTRA WORK/SERVICES: Subscriber has requested TKS to sell/install additional security equipment or perform additional services as noted below for which Subscriber agrees to pay \$17,192.00.
- ☐ 2. CHANGE ORDER: Subscriber requests that the work or services in the Agreement be changed as noted below. This change affects the purchase and installation price as follows:
- | | | | |
|-------------|-----|--------------|-----|
| Increase \$ | N/A | Reduction \$ | N/A |
|-------------|-----|--------------|-----|
- ☐ 3. Subscriber agrees to pay an additional \$ N/A per month for the term of the agreement.

SCHEDULE OF EXTRA WORK OR SERVICES OR CHANGE ORDER:

Addition of 7 new cameras and a server software update

- ☐ 4. Subscriber has requested TKS to increase its limitation of liability and in consideration thereof Subscriber has agreed to pay an additional \$ per month. TKS' maximum liability shall be \$.
- ☐ 5. The provisions of the agreement which this agreement supplements shall be incorporated herein and shall govern the installation or any services provided for in the agreement.
- ☐ 6. The original Agreement between the parties shall remain in full force and effect, modified only as specifically provided herein.

**SUBSCRIBER ACKNOWLEDGES -RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

Turn Key Systems, LLC (DBA: TKS Security)

Wexford County

Micah Byrnes

Janet Koch

Security System Specialist

Date Accepted: 12 / 02 / 2021

Date Accepted:



WHY TKS

OUR MISSION is to protect people and property while providing our customers with the best security solutions and service.

OUR VISION is to become Michigan's best security company by being the leader in service, knowledge, design and delivery.

CORE VALUES AND GUIDING PRINCIPLES

- **CUSTOMER-FOCUSED** – We will be respectful, responsive, caring and consistent in all customer relations. We will always keep the customer at the forefront of our decisions and our actions.
- **TEAMWORK** – Every member of the TKS team will contribute their time & talent in a coordinated effort to ensure the company will consistently meet its' strategic goals. We will communicate our Vision, Mission and Values in a clear, consistent & transparent manner so that all team members understand their role & requirements in achieving these goals.
- **INTEGRITY** – In all facets of our business, our actions shall remain consistent. We will gain trust by honoring our commitments, exemplifying honesty and integrity to our customers, our employees and our community.
- **INNOVATIVE** – The products, systems and technologies that we deliver to our customers will represent the leading edge in our industry. We will partner with companies that are forward looking and that provide us with the highest quality custom security solutions available.
- **ACCOUNTABILITY** – Each member of our team agrees to be accountable for ownership of their actions in relation to other members of the team, our various partners and especially to our customers.

Turn Key Systems, LLC | dba: **TKS || SECURITY**

- Founded in 2010

- State of Michigan Licensed Security Alarm Contractor, License [#3601206063](#)
- State of Michigan Licensed Fire Alarm Contractor, License [#5103347](#)
- State of Michigan Bureau of Fire Services, Public Act 207 Certification [#A-1158](#)
- 24/7 Emergency Service
- Maintenance and Service Agreements Available in Certain Areas
- 24/7 UL Central Station Monitoring
- Intrusion Detection (Burglar Alarms)
- Fire Alarms
- Access Control
- Intercoms
- Security Video Management Systems (Replacement of CCTV)
- Integrated Systems

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations
FOR MEETING DATE: January 5, 2022
SUBJECT: Windemuller – New TV Locations

SUMMARY OF ITEM TO BE PRESENTED:

Joe Porterfield, Equalization Director and the County's on-site IT assistance, was recently asked by commissioners to obtain a cost to move the two television screens in the Board of Commissioners Room from their current locations to the west wall. Their project quote for \$5,156 follows. Please note that the quote also states that not included in that price is any conduit, materials and/or labor increases due to COVID-19, and any extra cabling that will be needed for the TVs.

The County's Purchasing Policy D-1.0 states that:

Purchases that are estimated to exceed \$5,000 but not more than \$10,000 may be made where there is an appropriation for such purchase in the annual budget and where the Purchasing Agent obtains at least three competitive cost quotations. These quotations, with a recommendation from the Purchasing Agent, will be submitted to the County Board for approval via its standing Finance Committee and no purchase order shall be written or vouchers drawn until the Board approves the purchase.

As Windemuller is our usual vendor for electrical services and consistently provides us material costs that are extremely competitive, there does not appear to be any advantage to obtain three quotes for these highly technical items.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the Windemuller quote and any ancillary costs associated with the project.



December 10, 2021

Joe Porterfield MMAO
Wexford County Equalization Director
Assessor for the City of Cadillac, City of Manton,
Townships of Cherry Grove and Slagle.
437 E Division St, Cadillac, MI 49601

Project: 2 category six data lines and power to new TV locations
Proposal: SLM 20-102

This proposal is for labor and material to complete the following:

- Provide and install (2) category 6 cables for new TV locations.
- Provide and install (4) category six jacks.
- Provide and install (2) duplex receptacles for new TV locations.
- Provide and install (1) TV mount in new location.
- Remove existing TV mount and reinstall in second location.
- Provide and install surface mounted raceway if needed.
- Test and label each cable and results will be provided.
- All work to be done on normal business hours

The total cost for the above work is **\$5,156.00**

Not included in the above price

- 1. Any conduit**
- 2. Materials and/or labor increases due COVID-19.**
- 3. Any extra cabling that is needed for the TVs**

This proposal is based on the following:

1. All work to be completed during normal business hours
2. Windemuller will repair or replace equipment supplied by us found to be defective for one (1) year after commissioning. Warranty work will be performed as soon as possible after notification. If it is determined that warranty issues are not the responsibility of Windemuller, all time and material may be billed at our current rates.

Terms

1. This proposal is valid for 15 days
2. Net 15 days.

CORPORATE HEADQUARTERS
1176 Electric Ave., Wayland, MI 49348
616.877.8770 800.333.3641

MID MICHIGAN BRANCH
3600 Centennial Dr., Midland, MI
48640. 989-631-2023

NORTHERN MICHIGAN BRANCH
1301 Business Park Dr., Traverse City, MI 49686
231.935.4800 800.891.5319



L.18.a

WINDEMULLER

Partners in your success

Thank you for the opportunity to provide a proposal for your requirements. If you have any questions or concerns, please feel free to contact us.

Sincerely,

Shannon McIntyre

Windemuller
Communication Account Manager
231-590-9068
smcintyre@windemuller.us

Accepted by: _____ Signature: _____

Purchase Order: _____ Date: _____

CORPORATE HEADQUARTERS
1176 Electric Ave., Wayland, MI 49348
616.877.8770 800.333.3641

MID MICHIGAN BRANCH
3600 Centennial Dr., Midland, MI
48640. 989-631-2023

NORTHERN MICHIGAN BRANCH
1301 Business Park Dr., Traverse City, MI 49686
231.935.4800 800.891.5319

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Exterior Door/Frame Removal and Replacement

SUMMARY OF ITEM TO BE PRESENTED:

Adam Kerr, Maintenance Supervisor, anticipating that the total cost would fall under the threshold required for a competitive sealed bid, obtained three quotes for the removal and replacement of exterior doors, which follow. As Mr. Kerr has done his due diligence regarding the pursuit of quotes, there appears to be no advantage to the County to proceed with a competitive bid.

Costs for the Courthouse doors would be expended from the 2021 budgets for 101-265 Building & Grounds and 101-266 Human Services Building (Lake Street).

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the City Glass quotes for the removal and replacement of the exterior doors and frames.



**Wexford County
Quote # 2129
Nov 22, 2021**

Re: Remove & Replace Doors & Frames

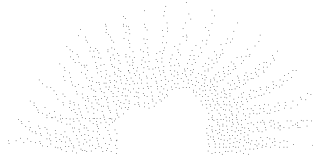
All labor, materials and equipment to complete the work in the following areas

- | | |
|---------------------------------------|-------------|
| 1) Lake Street Alley Door | \$ 3,175.00 |
| 2) Double Door @ Court House | \$ 5,325.00 |
| 3) Judges Door @ Court House | \$ 3,225.00 |
| 4) Service Door by Court House Garage | \$ 3,175.00 |

Note: Hardware to be reused

Note: Weather stripping, a threshold and new hinge are included in the above costs

11/22/21

**Randy R. Williams Construction, Inc.**

WILLIAMS DEVELOPMENT LLC

Wexford County
Cadillac, MI 49601

Atten: Adam**Bid Proposals,****Courthouse Building**

**1 – Double door set up,
Remove and replace
Total, \$5,373.00**

**Judges office door
Remove and replace
Total, \$3,255.00**

**Garage utility door
Remove and replace
Total, \$3,225.00**

**MSU Extension office
Remove and replace
Total, \$3,225.00**

**All door include new hinges, weather kits and thresholds
Re-use existing hardware as much as possible
Clean up all debris and haul away**

Thank You,
Randy Williams
President

Method of Payment is 10 Days Net**Acceptance of Proposal _____ Date _____****Company Title _____****Licensed and Insured****P.O. Box 822, Cadillac, MI 49601****Ph. 231.775.1845 Email. rrwilliams1965@gmail.com****Finance Charge of 3% per month on all accounts over 30 days.**

Proposal and Acceptance

www.cityglassshop.com

City Glass Shop, Inc.
401 Bell Avenue
Cadillac, MI 49601

Phone: (231) 775-4600
Fax: (231) 775-8010
Email: skip.cityglass@yahoo.com

Name: Wexford County - Adam
Phone:
Fax:
Email:

Date: 11-10-2021
Job Name: hollow metal doors
Location:

Estimate:

Remove existing hollow metal doors/frames and install new galvanized hollow metal doors/frames with new weather stripping, threshold, and hinges. Will reuse balance of hardware. Doors painted to match old as close as can.

MSU lake street alley door –
 materials and labor \$2,955.00

Courthouse double door –
 materials and labor \$4,975.00

Courthouse judges door –
 material and labor \$2,985.00

Courthouse single by garage doors –
 materials and labor \$2,955.00.

New doors will include new hinges, weather stripping, and threshold.

Balance of hardware to be reused.

Estimate Prepared By: Skip Seelye

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal: The above prices and conditions are satisfactory and are hereby accepted.
 You are authorized to do the work as specified. Payment will be made upon completion of job.

Signature:

Date:

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Sheriff's Department Training Conversion Kits

SUMMARY OF ITEM TO BE PRESENTED:

Following is a quote from CMP Distributors for the purchase of ten Simunition Full Size Conversion Kits (requires a 9mm magazine, not included). These conversion kits are utilized in the training of officers with their duty weapons with non-live Simunition rounds instead of live ammunition.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the Sheriff's Department request to purchase Simunition Training Conversion Kits from the 2021 Budget line item 101.351.957.01.

**OFFICE OF THE SHERIFF • WEXFORD COUNTY**

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Monday, December 20, 2021

Ms. Janet Koch

Wexford County Administrator

437 East Division Street

Cadillac, MI 49601

Re: Purchase Order CMP Distributors, Inc

Dear Ms. Koch,

The Wexford County Sheriff's Office is requesting a purchase order to obtain Ten (10) Simunition 5313070, Sig 320 Full Size Conversion kits (requires a 9mm magazine, not included) training conversion kits. These conversion kits are utilized in the training of officers with their duty weapons with non-live Simunition rounds instead of live ammunition.

Attached is a quote from CMP Distributors, Inc for the purchase of:

Ten (10) Simunition 5313070, Sig 320 Full Size Conversion kits (requires a 9mm magazine, not included) training conversion kit: 10 x \$670.00 = \$6700.00

Shipping and Handling: 1 x \$50.00 = \$50.00

Total: \$6750.00

Funds for this purchase will be procured from line item 101.351. ^{957.01} ~~742.00~~ 

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

Sincerely,



Lt. Micheal McDaniel

CMP Distributors, Inc.
 16753 Industrial Parkway
 Lansing, MI 48906
 Phone # 517-721-0970
 Fax # 517-721-0974

Quote

Date	Quote #
12/20/2021	11137

Bill To	Ship To
Wexford County Sheriffs Office 1015 Lincoln St. Cadillac, MI 49601	Wexford County Sheriffs - Jail Attn: Lt. Greg Webster 1015 Lincoln St. Cadillac, MI 49601

Sales Rep	Account #	Terms	Expiration Date	Shipping Terms
CMP	1624	Net 30	1/19/2022	Best way

Description	Qty	Price	Total
Simunition 5313070, Sig 320 Full Size Conversion kits(requires a 9mm magazine , not included)	10	670.00	6,700.00T
Shipping and Handling	1	50.00	50.00T

Shipping & Handling Terms:
 - Freight to be added at time of shipment
 - Ships UPS Ground

Sales Tax (0.0%)	\$0.00
Total	\$6,750.00

This is a quotation on the goods named, subject to the conditions noted below:
 1. Pricing is good for 30 days unless otherwise noted.
 2. Please include the quote number on all correspondence to insure proper pricing when ordered.
 3. To accept this quotation, please sign and return.

Customer Signature _____

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Sheriff's Department Springfield Armory Rifles

SUMMARY OF ITEM TO BE PRESENTED:

Following is a quote from CMP Distributors for the purchase of ten new Springfield Armory rifles. These will be used to replace five current rifles that will be returned to the U.S. Military and provide for an additional five rifles to equip the current assigned patrol vehicles and deputies with the most current and up to date rifles needed for their daily job duties.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the Sheriff's Department request to purchase ten new Springfield Armory rifles from the 2021 Budget line item 101.351.957.01.

**OFFICE OF THE SHERIFF • WEXFORD COUNTY**

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Monday, December 20, 2021

Ms. Janet Koch

Wexford County Administrator

437 East Division Street

Cadillac, MI 49601

Re: Purchase Order CMP Distributors, Inc


Dear Ms. Koch,

The Wexford County Sheriff's Office is requesting a purchase order to obtain ten (10) new Springfield Armory, STV9165556B, 5.56 Saint Victor with Chrome Moly, 16" Barrel W/FF 16" Handguard, Mid Length Gas System, Black rifles. These weapons will be used to replace five (5) current rifles that will be returned to U.S. Military and provide for an additional five (5) rifles to equip the current assigned patrol vehicles and deputies with the most current and up to date rifles needed for their daily jobs.

Attached is a quote from CMP Distributors, Inc. for the purchase of:

Ten (10) Springfield Armory, STV9165556B Saint Victor W/Chrome Moly, 16" Barrel W/FF 16" Handguard, Mid Length Gas System, Black – Cost \$7990.00.

Total: \$7990.00

Funds for this purchase will be procured from line item 101.351. ^{957.01} ~~742.00~~ 

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

Sincerely,



Lt. Micheal McDaniel

CMP Distributors, Inc.
16753 Industrial Parkway
Lansing, MI 48906
Phone # 517-721-0970
Fax # 517-721-0974

Quote

Date	Quote #
12/10/2021	11107

Bill To	Ship To
Wexford County Sheriffs Office 1015 Lincoln St. Cadillac, MI 49601	Wexford County Sheriffs - Jail Attn: Lt. Greg Webster 1015 Lincoln St. Cadillac, MI 49601

Sales Rep	Account #	Terms	Expiration Date	Shipping Terms
CMP	1624	Net 30	1/9/2022	Best Way

Description	Qty	Price	Total
Springfield Armory, STV9165556B, 5.56 Saint Victor W/ Chrome Moly, 16" Barrel W/FF 16" Handguard, Mid Length Gas System, Black	10	799.00	7,990.00T

Shipping & Handling Terms: - Freight to be added at time of shipment - Ships UPS Ground	Sales Tax (0.0%)	\$0.00
	Total	\$7,990.00

This is a quotation on the goods named, subject to the conditions noted below:

- 1. Pricing is good for 30 days unless otherwise noted.**
- 2. Please include the quote number on all correspondence to insure proper pricing when ordered.**
- 3. To accept this quotation, please sign and return.**

Customer Signature _____

BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Sheriff's Office Apex Training Simulator

SUMMARY OF ITEM TO BE PRESENTED:

The Wexford County Sheriff's Office is requesting to purchase an Apex Officer Training Simulator. The Sheriff's Office believes this system will greatly improve the quality of law enforcement and corrections training by providing Interactive Crisis Intervention, De-Escalation, and Use of Force Training.

Following is the quote from Apex Officer Training. This will be a purchase out of the 2021 Sheriff's Department Budget.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the Sheriff's Office request to purchase Apex Training Simulator out the Sheriff's departmental budget for 2021, line item 101.351.708.03.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

Tuesday, December 22, 2021

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

Re: Purchase Order APEX OFFICER TRAINING SIMULATOR

Dear Ms. Koch,

The Wexford County Sheriff's Office is requesting a purchase order to obtain One (1) APEX OFFICER TRAINING SIMULATOR. This system will greatly improve Law Enforcement and Corrections Training by providing Interactive Crisis Intervention, De-Escalation, and Use of Force Training. The Wexford County Sheriff's Office will be the first in the State of Michigan to have one of these training aids. By being the first in the State of Michigan, the Wexford County Sheriff's Office will qualify for two (2) discounts, \$48,368.00 from the purchase of the system making the cost \$47,500.00 and a \$10,000.00 discount from the optional Hardware upgrade. These Two (2) discounts make the total purchase of the system of \$67,500.

Attached is a quote from APEX OFFICER TRAINING, for the purchase of:

Apex Officer – Pro Training Simulator: \$95,868.00

First In Michigan Discount: - \$48,368.00

Total: \$47,500.00

Optional Upgrades

Apex Officer X2 – Hardware Upgrade \$30,000.00

First In Michigan Discount: -\$10,000.00

Total: \$20,000.00

Total with Upgrades: \$67,500.00

Funds for this purchase will be procured from line item **101.351.702.03**

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

Sincerely,

Lt. Micheal McDaniel



Apex Officer Training Simulator

Interactive Crisis Intervention, De-Escalation, and Use of Force Training Simulator

Proposal Prepared For:

Trent J. Taylor

Wexford County Sheriff's Office

1015 Lincoln St, Cadillac MI 49601

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www.apexofficer.com

5006 Bond St, Las Vegas, NV 89118

702-901-5344

December 13, 2021

Dear Trent J. Taylor,

Thank you for your interest in the interactive Apex Officer virtual reality training simulator from Govred Technology, Inc. This proposal and attached sole source letter will provide you with the requested system information, specifications, pricing, and details for the system and equipment you've inquired about.

The Apex Officer training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario-based exercises with detailed debriefing and after-action reviews. Each Apex Officer system is designed to increase trainee knowledge, skills, and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our history of providing innovative interactive simulation training solutions, Apex Officer has become widely regarded as a low-risk, highly reliable contracting, and business partner. We have the industry's most dedicated and customer-committed sales and support team on staff and all Apex Officer customers receive the best technical service in the business, including free software updates, newly developed and released training content with new exercises and environments to keep trainee interest high and skills sharp.

On behalf of the entire Apex Officer team, I sincerely appreciate the consideration of our proposal for this requirement and also to have the opportunity to be of service to the men and women of Wexford County Sheriff's Office.

Respectfully sent on December 13, 2021.

Chase Dittmer
Founder and CEO

GOVRED Technology, Inc.
Direct: 702-901-5344
chase@apexofficer.com
www.apexofficer.com

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www.apexofficer.com

5006 Bond St, Las Vegas, NV 89118

702-901-5344

APEX OFFICER – PRO TRAINING SIMULATOR SUITE		
Description	Qty	Price
Apex Officer – Pro Training Simulator System Includes: <ul style="list-style-type: none"> • Apex Officer Content Library • High-Performance VR-Ready Workstation • Virtual Reality Head Mounted Display • Virtual Training Accessories • Apex Wireless • Dynamic Scenario Generator • After Action Debriefing • Advanced Officer Analytics • Apex Reporting and Monitoring • Apex Officer Training with Setup 	1	\$95,868.00
Apex Officer Content Library Every Apex Officer training system includes 24/7 access to Apex Officer's proprietary content library. Apex Officer's content library of virtual reality police and law enforcement training scenarios is the most extensive in the industry. With our unique blend of randomization, artificial intelligence, and voice recognition Apex Officer provides police departments and law enforcement agencies an infinite number of training opportunities and scenarios.	Inc.	
High-Performance VR-Ready Workstation Every Apex Officer simulator comes equipped with the world's most powerful wearable workstation – optimized for free-roam experiences. Each workstation computer is capable of delivering a truly immersive virtual reality experience at a smooth 90 frames per second to the headset. <ul style="list-style-type: none"> • Intel Core i7 Processor • Nvidia GeForce GTX Graphics Card • 16GB DDR4 RAM • NVMe Solid State Storage • Windows 10 Pro 64-Bit Operating System • Hot-Swappable Batteries 	Inc.	

<p>Virtual Reality Head Mounted Display (HMD) Apex Officer utilizes a state-of-the-art virtual reality head-mounted display to create the world's most realistic and immersive judgmental training simulator. With our HMD, we're capable of producing active engagements from a 360-degree environment surrounding the trainees. Our systems utilize Dolby Atmos multi-directional audio technology and seamless software simulations that simulate different environments and situations that will challenge trainees.</p>	Inc.	
<p>Virtual Training Accessories Apex Officer proprietary Virtual Training Weapons and accessories are designed to look, weigh, and feel just like their real-life counterpart. We worked hand and hand with multiple engineers in designing the firearms and training equipment used in our simulations.</p> <p>VR-Training Accessories Included:</p> <ul style="list-style-type: none"> • Apex-VTW-U1 (Universal Device) • Apex-VTW-G1 (Pistol) • Apex-VTW-T26 (Taser) • Apex-VTW-R1 (Rifle) <p>Every Apex Officer Virtual Training Weapon is equipped with:</p> <ul style="list-style-type: none"> • Up to 32 low power, ASIC sensors, for 360-degree coverage • Built-in 1000Hz IMU for low latency, high-resolution tracking • Bluetooth and wireless connectivity • Rechargeable battery 	Inc.	
<p>Apex Wireless (AW) The Apex Wireless system is a proprietary combination of wireless networking systems working in harmony to deliver a fully immersive wireless virtual reality experience.</p> <ul style="list-style-type: none"> • 4x Wireless Base Stations • Bluetooth Transmitters and Receivers 	Inc.	
<p>After Action Debriefing (AAD) Our After-Action Debriefing system provides real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the Apex Officer line of simulators.</p>	Inc.	

Advanced Officer Analytics (AOA) Our Advanced Officer Analytics system provides law enforcement agencies with the opportunity to optimize their recent training activities and provides unprecedented learning opportunities for every officer using the simulator. With the AOA, police departments can track training results and behaviors for each individual officer that runs through the simulator. With this data, the departments have an unprecedented insight into the strengths and weaknesses of each individual officer; thus, allowing for follow-up training exercises.	Inc.	
Apex Reporting and Monitoring Audio and picture in picture color video capture of trainee's actions in a scenario that can be used for immediate or later debriefing and review. All footage can be scheduled for permanent deletion at a specified time interval (i.e. 24 hours, 72 hours, etc.).	Inc.	
Apex Officer Training with Setup Instructor/Operator Master course covering the Apex Officer system, hardware setup, software updates, troubleshooting, and more for up to 6 students.	Inc.	
Apex Officer – Pro Training Simulator:		\$95,868.00
First In Michigan Discount:		-\$48,368.00
Total:		\$47,500.00
OPTIONAL UPGRADES		
Apex Officer X2 – Hardware Upgrade:		\$30,000.00
First In Michigan Discount:		-\$10,000.00
Total:		\$20,000.00
Grand Total W/ Upgrades:		\$67,500.00

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-See Important Terms and Conditions Below-

Standard Terms and Conditions

1. Please make purchase order (PO) out to GOVRED Technology, Inc.
2. Payment Terms: Net 30 from date of invoice.
3. Budgetary Pricing: This document is intended for budgeting purposes only and does not constitute a firm-fixed-price offer nor binding agreement.
4. U.S. Delivery Lead Time:
 - a. Standard Production System: 30 Days ARO
 - b. Custom System Production: 120-180 ARO dependent on the level of customization and component requirements.
5. Warranty: 12 Months from date of shipment.
6. If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority. However, we may collect Sales Tax for the following states: CA, FL, HI, IA, KY, MA, MI, NV, NY, UT, WA, WV.
7. Quote Valid: 30 days.
8. All prices quoted in US Dollars (\$USD).
9. Late Payment Penalties: Invoices not paid within 30 days of the invoice date will accrue interest at 2% per week.

Purchasing/Contracting Information

1. Company Name: GOVRED Technology, Inc.
2. Company Address: 5006 Bond St, Las Vegas, NV 89118
3. Order POC: Chase Dittmer
4. Order Email: chase@apexofficer.com
5. Phone: 702-901-5344
6. Cage Code: 7Z1H2
7. Tax ID: 82-1742313
8. DUNS: 080742556

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Sole Source Letter

Govred Technology, Inc.
5006 Bond St, Las Vegas, NV 89118
Phone: 702-901-5344
<https://www.apexofficer.com>

RE: Sole Source Letter
December 13, 2021
To Whom It May Concern:

This letter is to confirm that the Apex Officer – Pro Training Simulator and Apex Officer X1, X2, X3, and X9 – Pro Training Simulator are all sole-source products, manufactured, sold, and distributed exclusively by Govred Technology, Inc. Currently, Govred Technology, Inc. is the sole manufacturer and provider of Apex Officer; nor any other company makes a similar or competing product. This product must be purchased directly by institutions from Govred Technology, Inc. at the address provided below. There are no agents or dealers authorized to represent this product.

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If you desire additional information, do not hesitate to contact me at 702-901-5344 at any time or visit our website at <https://www.apexofficer.com>. Thank you for your interest in our products.

Sincerely,
Chase Dittmer
Co-Founder

Govred Technology, Inc.
5006 Bond St, Las Vegas, NV 89118
Phone: 702-901-5344
Email: chase@apexofficer.com
<https://www.apexofficer.com/>

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BOARD OF COMMISSIONERS AGENDA ITEM

TO: Board of Commissioners
FROM: Finance and Appropriations Committee
FOR MEETING DATE: January 5, 2022
SUBJECT: Sheriff's Department 2022 Ford Edge

SUMMARY OF ITEM TO BE PRESENTED:

Following is a quote from Signature Ford-Lincoln through MI Deal for the purchase of one new vehicle for the Sheriff's specialized unit assignment. This is due to the Attorney General notice that Non-Michigan State Police (MSP) personnel shall not possess, or drive MSP owned vehicles. As a participant in the specialized unit, the assigned deputy needs an assigned/dedicated vehicle.

RECOMMENDATION:

The Committee forwards a recommendation to the full board to approve the Sheriff's Department request to purchase the 2022 Ford Edge from the 2021 Budget line item 101.301.980.00.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Richard R. Doehring
Undersheriff

December 23, 2021

Administrator Koch,

Wexford County Administrator's Office

437 E. Division St

Cadillac, MI 49601

RE: **Purchase Order**

Attached is a quote (MI DEAL) Pricing for the purchasing of (1) new vehicle, for our specialized unit assignment.

In the past we financed a leased vehicle through MSP fleet vehicles. Unfortunately the Attorney General has issued down a notice that Non-MSP personnel shall not posses or drive MSP owned vehicles. As a participant in the specialized unit the assigned deputy needs an assigned/dedicated vehicle.

After review of the current 2021 (301) budget it is believed that the account would have the needed amount to cover the cost of this vehicle in the 2021 budget. The funds would need to be moved from other lines items that still has fund available to the account that would purchase the vehicle.

That line item would be 101-301-980.00

Vehicle is quoted from Signature Ford,

2022 Ford Edge

\$28,316.00

Thank you

Lt. Richard Denison



December 22, 2021

Wexford County Sheriff Department
Attn: Lieutenant Richard H. Denison II
437 East Division Street
Cadillac, MI 49601

Dear Lieutenant Richard H. Denison II:

Price on 2022 Vehicle State of Michigan Contract# 071B7700180 and Macomb County Contract# 21-18 Bid:

2022 Ford Edge SE AWD in Black **\$28,316.00 ea**

Standard Service Contract: 36,000 miles or 36 months factory Bumper to Bumper Warranty and 60,000miles 60 months Powertrain Warranty . Service to be handled by your local Ford Dealer.

Order Cutoff Date: Order Bank Stock.

Ford Motor Company does not guarantee delivery---Ford Motor Company will make reasonable efforts to schedule orders received prior to fleet order cut-off date.

Payment requirements: All departments to pay on delivery of vehicle. 10-day grace period will be given if previous arrangements have been made. A \$9.50 per day floor plan will be charged if payment is not at the dealership within 10 days of delivery of the vehicle (s).

If you have any questions please call me, 888-92-FLEET (923-5338)

Respectfully Submitted,

Bill Campbell

Bill Campbell
Government & Fleet Sales



Wexford County

Request for Board of Commissioner Action

Department: Prosecuting Attorney's Office
Submitted by: Corey J. Wiggins
Subject: Approval of Prosecution Agreement with City of Cadillac
Committee:
Committee Meeting Date:
BOC Meeting Date: Next Scheduled

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

Motion to authorize the Chairman to sign the proposed agreement between the City of Cadillac and the Wexford County Prosecuting Attorney for prosecution services.

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):

Pursuant to the agreement, the City of Cadillac will pay Wexford County \$30,480.00 per year for the prosecution of City Ordinance Cases. In addition, the City agrees to pay \$110.00 per hour for prosecution of violations not related to the traffic offenses (for example blight cases).

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

The current contract between the City and County expires on December 31, 2021. The new contract will become effective January 1, 2022 and will expire December 31, 2025. The City has approved the contract and signed the same on December 8, 2021.

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

List of Attachments:

Letter Agreement



**WEXFORD COUNTY
PROSECUTING ATTORNEY
COREY J. WIGGINS**



Johanna C. Carey
Chief Assistant Prosecutor

COURTHOUSE
437 E. DIVISION ST.
CADILLAC, MI 49601
(231) 779-9505

Cathy Wright
Office Administrator

Margaret A. Marshall
Assistant Prosecutor Trainee

Michael E. Korn
Assistant Prosecutor

November 24, 2021

City Council City of Cadillac
200 North Lake Street
Cadillac, MI 49601

Wexford Board of Commissioners
437 East Division Street
Cadillac, MI 49601

In Re: Continued Prosecution of Municipal Criminal Offenses, Civil Infractions, and Ordinance Violations

Dear City Council and County Commissioners,

The purpose of this letter is to document the offer of the Wexford County Prosecutor and the potential approvals by the City of Cadillac and Wexford County Board of Commissioners for my office to continue to provide the following services to the City of Cadillac under the following terms:

1. Provide limited prosecutorial services as a City Attorney at an annual rate of \$30,480.00, including legal advice to law enforcement for:
 - a. All eligible traffic misdemeanors and civil infractions addressed under Code of Ordinance for City of Cadillac (hereinafter "City Code"), Chapter 40;
 - b. All eligible criminal misdemeanors identified as such under City Code in Part II, Section 1-14; Part II Chapter 4, and Chapter 22;
2. Provide limited prosecutorial services as a City Attorney at an hourly rate of \$110.00 per hour for time worked by any attorney of the Wexford County Prosecutor's Office for enforcing municipal ordinance violations, such as blight, nuisances, and others so identified as municipal civil infractions not related to

STEVE SCHRYER
Child Support Specialist
schryers@michigan.gov

PAMELA LOSINSKI, UIFSA Clerk/Clerk
plosinski@wexfordcounty.org

AMBER MOORE, Clerk
amoore@wexfordcounty.org

CHERI SPRICK
Victim Advocate
ssprick@wexfordcounty.org

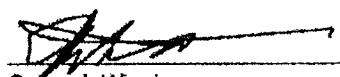
HEATHER DIETZ, Clerk
hdietz@wexfordcounty.org

traffic within the City Code. These are offenses only for which legal action may be brought in the 84th District Court for Wexford County. Additionally, the City of Cadillac would pay for some additional expenses related to this service, including witness fees, postage, expert fees, and \$20.00 per hour for non-attorney staff work in excess of 1 hour per individual case.

3. The term of this contract will begin on January 1, 2022 and continue through December 31, 2025. The City of Cadillac may withdraw from the contract entirely without penalty. If the City of Cadillac does withdraw from the agreement prior to December 31, 2025, the City of Cadillac will only be responsible for paying a daily pro-rata proportion of the annual fee stated above or for the services provided until that notice according to the hourly fees and expenses stated above.

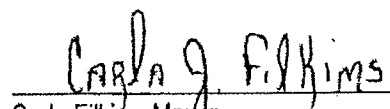
The Wexford County Prosecutor will adhere to Michigan Rules of Professional Conduct, including Rule 3.8 regarding his special responsibilities as a prosecutor.

OFFERED BY:

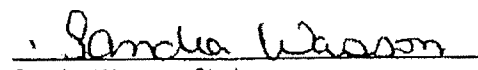

Carey J. Wiggins
Wexford County Prosecuting Attorney

Dated: 24-Nov-2021

ACCEPTED BY THE CITY OF CADILLAC:


Carla Filkins, Mayor

Dated: 12/8/21


Sandra Wasson, Clerk

Dated: 12/8/21

ACCEPTED BY WEXFORD COUNTY:

Gary Taylor, Chairman

Dated: _____