



Wexford County

FINANCE & APPROPRIATIONS COMMITTEE

*Mike Musta, Chair*

**NOTICE OF MEETING**

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, June 9, 2022, beginning at 4:00 p.m. in the Commissioners' Room, 437 E. Division St., Cadillac, Michigan.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE MAY 25, 2022, REGULAR MEETING MINUTES..... 1
- F. PUBLIC COMMENTS  
*The Committee welcomes all public input.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims (*A. Nyman, County Clerk*)
  - 2. Applied Imaging PrintSmart ..... 4
    - a. Applied Imaging PrintSmart Program Summary ..... 5
    - b. Applied Imaging PrintSmart Agreement..... 11
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
**FINANCE & APPROPRIATIONS COMMITTEE MEETING**  
REGULAR MEETING MINUTES  
May 25, 2022

The Finance and Appropriations Committee regular meeting was called to order by Chairman Michael Musta at 4:00 p.m. in the Commissioners' Room, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Mike Bengelink, Brian Potter, and Gary Taylor  
Members Absent: None.  
Also Present: Jami Bigger, Deputy County Administrator/HR Director; Brooke Fuller, Building Department Manager; Adam Kerr, Maintenance Director; Megan Kujawa, Senior Executive Administrative Assistant; Alaina Nyman, Clerk; Kristi Nottingham, Treasurer; Joe Porterfield, County Administrator/Equalization Director; Roxanne Snyder, Register of Deeds; Mistine Stark, Community Corrections Manager; Trent Taylor, Sheriff; Corey Wiggins, Prosecuting Attorney, and members of the Northern District Fair Board.

**ADDITIONS OR DELETIONS TO THE AGENDA**

**ADDED: G.6. Satisfaction Agreement, G.7. County Fair Capital Improvement Grant Agreement, G.8. Part-Time Clerk Position, G.9. Bailiff Benefits**

**APPROVAL OF THE AGENDA**

**A motion was made by Comm. Taylor and supported by Comm. Bengelink to approve the agenda as amended. A vote was called, all in favor. Motion passed, 4-0.**

**APPROVAL OF THE MINUTES**

**A motion was made by Comm. Taylor and supported by Comm. Potter to approve the May 12, 2022 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.**

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

***G.1. Approval of Claims***

**A motion was made by Comm. Potter and supported by Comm. Taylor to approve paying the bills in the amount of \$413,966.83. A vote was called, all in favor. Motion passed, 4-0.**

***G.2. Year – to – Date Revenue and Expense Reports***

Reports were provided in packet, no discussion took place.

***G.3. Building Department Fee Schedule***

**A motion was made by Comm. Taylor and supported by Comm. Bengelink to forward a recommendation to the full board to approve the increase in fees for the Building Department, as presented.**

Chair, Musta stated that this would bring us in line with surrounding counties.

Ms. Fuller, Building Department Manager, stated that with an employee retiring this year the department had to hire two new inspectors to take his place and will help to offset raising costs.

**A vote was called, all in favor. Motion passed, 4-0.**

#### ***G.4. Budget Amendment***

**A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve the Budget Amendment dated 06-01-2022. A vote was called, all in favor. Motion passed, 4-0.**

Chair, Musta wanted it noted for the record that there were some additions to the budget amendment then what was provided in the packet.

#### ***G.5. Community Corrections Discussion***

The Committee requested discussion with Ms. Stark, Community Corrections Manager, because there were some questions that arose regarding Community Corrections being supplementally funded by the General Fund. They were asking if there was ever any discussion or agreement that Missaukee County would contribute a portion to cover expenditures. Ms. Stark stated that for as long as she has been fulfilling this role and working with Community Corrections that there wasn't anything like that to her knowledge. Mr. Porterfield, County Administrator stated that he has been looking into this and looked back as far as when the Community Corrections Advisory Board was created and there was and has not been mention of Missaukee County providing any supplemental funding if needed. He continued to state that he will reach out to Missaukee County Administrator to see if they have something that we do not have. Chair, Musta thanked Mr. Porterfield and Ms. Stark for their input and hope that there is an answer to these questions.

#### ***G.6. Satisfaction Agreement***

**A motion was made by Comm. Potter and supported by Comm. Bengelink to forward a recommendation to the full board to approve the Accord and Satisfaction Agreement as it is presented and authorize the Chair to sign on behalf of the County. A vote was called, all in favor. Motion passed, 4-0.**

#### ***G.7. Northern District Fair Board Request for Financial Assistance***

**A motion was made by Comm. Taylor and supported by Comm. Bengelink to forward a recommendation to the full board to approve no more than \$5,667.00 for assistance in capital improvement of facilities at the Northern District Fair. A vote was called, all in favor. Motion passed, 4-0.**

Chair, Musta made mention that the Board of Commissioners assisted and approved a similar agreement in the past for the rabbit barn.

#### ***G.8. Part-Time Clerk Position***

**A motion was made by Comm. Bengelink and supported by Comm. Potter to forward a recommendation to the full board to approve adding the part-time Deputy Clerk position to the Clerk's employee roster at an L4 wage level so long as payroll duties are fulfilled through the Clerk's Office.**

Chair, Musta stated that this is a result of the lack of success in finding an organization that met the needs of the County in order to outsource payroll duties. Payroll duties takes up a lot of time in the Clerk's office this would assist them in being able to complete tasks.

**A vote was called, all in favor. Motion passed, 4-0.**

#### ***G.9. Bailiff Benefits***

**A motion was made by Comm. Potter and supported Comm. Taylor to forward a recommendation**

**to the full board to approve the two Bailiff positions to be classified as regular full-time employees with benefits per County Policy B-5.0. A vote was called, all in favor. Motion passed, 4-0.**

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Mr. Porterfield informed the committee that it has been very busy finishing up with the audit and starting to look at the 2023 budget. He stated that the expected taxable value increase has the consumer price at 5% for taxes, even though this benefits the County, no inflation is good for the consumer. Deputy County Administrator, Ms. Bigger didn't have anything to add.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

Comm. Bengelink stated that he is very appreciative of the work the Administration and staff is doing and the effort that they are putting in.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Taylor and supported by Comm. Bengelink to adjourn the meeting at 4:20 p.m.**

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Michael Musta, Chairman

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Megan Kujawa, Recording Secretary

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Finance & Appropriations Committee  
**FROM:** Administration  
**FOR MEETING DATE:** June 9, 2022  
**SUBJECT:** Applied Imaging PrintSmart

SUMMARY OF ITEM TO BE PRESENTED:

Due to the volume of printers within District Court, Applied Imaging was contacted to form an agreement for maintenance and service of these printers to help decrease annual costs.

Attached is the findings of potential savings and the proposed agreement.

RECOMMENDATION:

Administration recommends that the Finance and Appropriations Committee forwards a recommendation to the full board to approve the Applied Imaging PrintSmart Agreement.



Wexford County,

Applied Imaging (AI), Michigan's largest independently owned and managed provider of office technology solutions, has been a recognized leader in Michigan since its inception in 1986. With a track record of 98.6% client retention; our philosophy is simple – "to partner with our clients by providing expertise and innovation tailored to their unique business challenges and processes."

As a locally owned and operated business, head quartered in Michigan, we strive to "Keep it in the Mitt" – for every \$1 brought into AI, \$.78 goes back into Michigan vendors, employee's etc..

- Offices in Ann Arbor, Novi, **Troy**, Grand Rapids, Kalamazoo, Muskegon, Lansing, Traverse City, Petoskey
- Customer Loyalty Center – Live, Local Dispatch
- Over 30 Years in Michigan, and serving nationwide
- Over 13,500 Clients
- Proud recipient of Governors Award, Elite Dealer Award, Michigan's Best and Brightest to Work For Award

We have seen Michigan go through many changes over the years, especially recently, but one thing has remained common, our dedication to serving our clients and going above and beyond the normal vendor/client relationship.

As we consult Purchasing Managers, Information Technology Directors & Marketing Specialists across the state to develop programs that meet our clients' needs, we have been able to implement creative and innovate solutions that result in flexibility, efficiency and the cost reductions that are in need of today. Our long-standing commitment to Michigan Clients goes far beyond click charges and guaranteed response times. We are a company that cares.

Thank you on behalf of the Applied Imaging team, and we welcome the opportunity to provide our excellent services & support to Wexford County .

*Thank You,*

*Chris Sack, Account Executive  
Applied Imaging*

*Logan Krieger, PrintSmart Specialist  
Applied Imaging*

**Wexford County**  
**\*Administrator**  
**&**  
**District Court\***





## District Court

Make	Model	Serial #	Location
HP	P3015	VNBCB852Q6	District Court-window
Brother	HL-3180cdw	U64163A6J314122	District court- label
HP	M404dw	PHBG308169	District court- kayla
HP	P3015	VNB3R60031	District court-Selena
HP	M401n	PHBGDC58328	District court-Colleen
HP	P3015	VNBCC1LORF	District court-Danielle
Brother	HL-3180cdw	U64163E8J67103	District court- Judge color
Brother	HL-5340D	U62246F9J282114	District court- judge
Lexmark	MS610dn	45147PHH3ZFFN	District court-window
HP	M402n	PHBHF59429	District court- Probation
HP	M401n	VNG3R47933	District court- court room
HP	M254dw	VNB3X24500	Administrator
HP	M604	CNBCH821JW	Admin ( Megan/Brandi)

Average Monthly Volume	
Black & White AMV	8,762
Color AMV	523



## Cost of Ownership Summary

### Total Cost of Ownership

Admin Av. Monthly toner Spend	\$ 62.89
Dis. Court Av. Monthly toner Spend	\$284.62
Monthly Parts & Labor	\$
Monthly I.T. Spend	\$
Other Monthly Spend	\$
Total Monthly Expenditure	\$347.51

<b>Current Spend</b>	<b>\$347.51</b>
Proposed Program	\$308.80
Monthly Savings	<b>\$38.71 (11%)</b>



## Current Proposal

*Applied Imaging PrintSmart Program will include:*

- **8,762** monthly BW impressions @ **\$0.0178** per page.
- **523** monthly Color impressions @ **\$0.1584** per page.
- **2 B&W Flat Rate devices @ \$15.00** each.
- **1 Color Flat Rate device @ \$40.00.**
- *All maintenance, service, parts, labor and toner.*
- *4-hour average response time on service.*
- *Hot swap devices for optimal uptime.*

*Agreement will be reviewed quarterly, during business review(s).*



Overages will be billed quarterly @  
\$0.0178 BW \$0.1584 Color

**New Monthly Payment**  
**\$308.80**

**11% Monthly savings**

Taxes Not Included  
Pricing secure for 30 days

## Take-Aways / Next Steps

### Project Timeline & Typical Next Steps...

Initial Meeting & First Walk Through	2/7/2022
Validation and Proposal Meeting	4/5/2022
Execution of Documents	4/15/2022
ID Tagging of Printers	4/19/2022
Live date for added devices	5/3/2022
First Quarterly Business Review	8/2/2022
Quarterly Business Review	Ongoing

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## Executive Summary

- All single function printers replacement will be covered for printers 7 years or newer.
- Customized billing to simplify charge back departments, and make budgeting easier.
- Complete hands-off management from IT so they can spend more time on projects.
- Toner will be automatically sent to you when needed for networked devices, while some toner will still be onsite in case of emergencies and for the local devices.
- All this added value while saving you 10% per month.



**For:**

Wexford County



This PrintSmart Agreement with all Attachments, Schedules and Addenda shall be collectively referred to as this "Agreement".

**Between**

**(herein referred to as "Customer")**  
Wexford County

With its principal place of business at: 437 E Division St, Cadillac, MI 49601-1998

And

Applied Imaging  
With its principal place of business at: 5555 Glenwood Hills Pkwy, Grand Rapids, MI 49512

**Services**

Applied Imaging will provide Customer a Print Management service as described in Attachment A, "Scope of Services" for all equipment and OEM accessories herein referred to as "the Equipment" and locations as listed in Schedule A.

Applied Imaging will provide on-site support, as described in Attachment A.

Additional Services may be added to this agreement with the consent of Customer and Applied Imaging, added by Addendum and signed by both parties.

**Print Management Fee**

Customer shall pay a monthly Print Management fee to Applied Imaging.

Monthly Base Amount (B&W): \$185.96

Monthly Base Amount (Color): \$122.84

B&W Images Included/Mo: 8,762

Color Images Included/Mo: 523

Cost per Page (CPP) for B&W: \$ 0.0178

Cost Per Page (CPP) for Color: \$ 0.1584

B&W Overage per Page: \$ 0.0178

Color Overage per Page: \$0.1584

**Term of Agreement**

This Agreement shall have a 36-month term for performance, unless terminated or extended as provided herein.

This Agreement shall commence immediately upon approval of Agreement by both parties at which point, Applied Imaging shall commence the Implementation Procedure as described in Addendum A, "Scope of Services". **This agreement will include 2 Black & White Flat Rate Devices billed at \$15.00 each, and 1 color Flat Rate Device billed at \$40.00.**

**Key Contact Information**

Name \_\_\_\_\_

Title: \_\_\_\_\_

Phone# \_\_\_\_\_

Email: \_\_\_\_\_

**Terms and Conditions**

Both parties agree to the terms and conditions set forth herein. Customer acknowledges that it has read the terms and conditions as set forth under Standard Terms and Conditions. \_\_\_\_\_ (Initial)

This agreement shall be governed and construed in accordance with the laws of the State of Michigan.

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Standard Terms and Conditions

## 1. General Scope of Coverage

This Agreement covers both the labor, parts and supplies for adjustments, repairs and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence, or causes beyond Applied Imaging's control are not covered. Applied Imaging may terminate this agreement in the event equipment is modified, altered or serviced by personnel other than those employed by Applied Imaging or without consent of Applied Imaging.

## 2. Availability

On-site hours are from 8:00am to 5:00pm Monday through Friday excluding Applied Imaging Holidays

## 3. Addition of Equipment

Customer is required to immediately notify Applied Imaging upon installation of any additional equipment at Customer's site capable of using Applied Imaging supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this agreement.

## 4. Extensions

This Agreement will automatically renew annually unless terminated with written notice as described in paragraph 5.

## 5. Agreement Termination

This Agreement may be terminated, with or without cause, by Applied Imaging with no less than 30 days prior written notice.

Customer may terminate this Agreement, with or without cause, upon ninety (90) days written notice. However, should Customer terminate this Agreement prior to the end of its term, without cause, Customer shall:

- a) Permit Applied Imaging to remove any Applied Imaging owned supplies covered under this Agreement
- b) Pay all charges due and owing to Applied Imaging through the date of removal of such supplies
- c) Pay Applied Imaging of the sum of remaining payments or as liquidated damages the following charges:  
3 Year Agreement: Three (3) times the \*base amount

\*The Liquidated Damages base amount is three (3) times the Security Deposit as described under **Print Management Fee**

## 6. Non-Performance

In the event that Applied Imaging does not perform the services to the Customer's satisfaction, Customer shall inform Applied Imaging in writing and Applied Imaging shall have a period of thirty (30) days to correct any deficiencies in performance. Should Applied Imaging still be unable to correct the problem, the Customer shall have the option of terminating this Agreement without incurring any penalty including Liquidated Damages. In the event of termination for non-performance Customer shall:

- a) Permit Applied Imaging to remove any Applied Imaging owned equipment and supplies covered under this Agreement
- b) Pay all charges due and owing to Applied Imaging through the date of removal of such equipment and/ or supplies

## 7. Confidentiality

Applied Imaging recognizes that it must conduct its activities in a manner designed to protect any information concerning its affiliates or Customers (such information herein referred to collectively as the "Information") from improper use or disclosure. Applied Imaging agrees to treat Customer's Information on a confidential basis. Applied Imaging further agrees that it will not disclose any Customer Information, without Customer's prior written consent, to any person, firm or corporation except (1) to authorized Customer representatives or (2) to employees of Applied Imaging who have to perform the services contemplated hereunder. Applied Imaging agrees upon request to have its employees execute written undertakings to comply with the confidentiality requirements set forth under this paragraph.

## 8. Insurance

Applied Imaging shall at all times during the term of this Agreement maintain, at its cost, customary levels of the following types of insurance: general liability, workers compensation liability and, if appropriate to the services rendered, automobile liability (including bodily injury and property damage).

## 9. Indemnification

Customer shall indemnify and hold Applied Imaging harmless from any claim, demand, liability, and cause of action or damage for actual or alleged infringement of any intellectual property rights or copyrights arising from the performance of services under this Agreement. Customer agrees to defend Applied Imaging at Customer's sole expense, against all suits, action or proceedings in which Applied Imaging is made a defendant for actual or alleged infringement of any intellectual property rights.

Other than as provided above, each party agrees to hold harmless, defend and indemnify the other party against any liability, demand, claim or cause of action for personal injury or property damage due to or arising out of the acts of that party, its agents and employees. However, each party shall have no obligation to hold harmless, defend or indemnify the other from or for liability arising from the other's own intentional or negligent acts.

In no event, shall Applied Imaging be liable to Customer for consequential or indirect damages due to Applied Imaging's non-performance, any breach of this Agreement, or any act of Applied Imaging or of its employees or agents.

## 10. Miscellaneous

This Agreement supersedes all prior discussions or understandings between the parties. This Agreement cannot be changed or terminated orally. No modification of this Agreement shall be binding unless signed by the party against whom it sought to be enforced.

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall still be construed as valid and enforceable.

Renewal of this agreement is subject to price and provision changes without notification and is subject to annual increases. Supply shipping charges are not included in this agreement.

No waiver shall be deemed to be made by any party of any of its rights hereunder unless, the same shall be in writing signed by the waiving party and any waiver shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights or obligations of any party in any respect at any other time.

## 11. Assignability

The Customer may not assign its interest in or delegate its duties under this Agreement.

## 12. Breach or Default

If the Customer does not pay all charges for services as provided hereunder, promptly when due: (1) Applied Imaging may (a) refuse to provide service or supplies for the Equipment or (b) furnish service and supplies on a C.O.D. "Per Call" basis at published rates and (2) the Customer agrees to pay Applied Imaging costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to Applied Imaging.

13. **Device End of Life**  
End of Life is defined as but not limited to total engine life of the device and/or five years past manufacturer discontinue date. Engine life is defined as thirty-six months multiplied by the maximum recommended monthly volume as determined by the manufacturer. If a device exceeds either one of these criteria, Applied Imaging is not responsible for providing service or supply to said device(s). The customer will be notified 30 days prior to the discontinuation of service or supplies.
14. **Coverage**  
Applied Imaging allows for coverage of ten percent above manufacturers average allotted coverage for mono and color toners. Should the allowance exceed this, Applied Imaging reserves the right to charge back the difference. Production devices are exempt.
15. **Like for Like Device Swaps**  
Applied Imaging defines like for like device swaps as a device in the same segment and with the same functionalities. Applied Imaging will swap out any device that meets this criteria, and replace said devices with HP, Ricoh or Kyocera manufactured devices.

**Addendum A**  
**Scope of Services**  
**Print Management Agreement**

1. **Management Team**  
Applied Imaging will assign a Print Management Team consisting of a Team Leader, Primary Hardware Technician, Primary Network Support Technician and a Primary Billing/Administrative Representative. All correspondence beyond reporting of hardware failures should be directed to Service Dispatch at 877-509-0770.
2. **Implementation**  
Upon approval of this Agreement by both parties, Applied Imaging may complete an inspection of the Equipment to be serviced under this Agreement. Following inspection, an Applied Imaging identification tag will be attached to the Equipment.
3. **PrintSmart Services**  
PrintSmart Services are inclusive of but not limited to the following:
  - a) **Hardware Support Services**
    - Total Quality Call-** Your primary Applied Imaging technician, under the guidelines of the Standard Terms and Conditions, will act proactively as they follow a standard procedure for addressing hardware failures involving resolution of the immediate failure followed by a completion of a multi-point check list replacing high mortality parts as needed.
    - Preventative Maintenance-** Applied Imaging will perform all necessary preventative maintenance including all required maintenance kits on the Equipment as set by the manufacturer's guidelines as well as preventative maintenance deemed necessary by the Applied Imaging Service Department.
    - Supplies-** Supplies excluding paper will be included. All supplies will be OEM compatible unless noted in this agreement. Supplies will be shipped per customer request but limited to a quantity required based on prints generated under this agreement.
    - Response Time-** Applied Imaging will respond to service calls placed to the Customer Support Center (electronic or voice mail) within an average of four (4) hours of call placement. Response times for calls received outside of normal business hours will be measured from the start of business the following day.
    - Remote Support-** Applied Imaging may remotely monitor and support the Equipment for more timely and accurate resolution of problems.
    - Service Loaners-** if we cannot repair your printer in your office we will provide a free loaner (excluding service/supplies) until your printer is repaired.
    - Replacement Guarantee-** if any printer under this agreement is deemed unrepairable we'll replace it on a like for like basis at **no charge to you** provided the unit is less than seven (7) years old from date of introduction. This does not include any devices that are multifunction or have document feeders on them.
  - b) **Network Support**
    - Solution Group-** Applied Imaging's Solutions Group will be available to provide support for application specific printing challenges. Following a needs analysis, the Solutions Group, if necessary, will provide a "Scope of Work" estimate for your approval.
  - c) **Contract Management**
    - Quarterly Business Review -** Applied Imaging will meet with you as much as once per quarter to review Applied Imaging's performance and Equipment performance.
    - Asset Management-** the Applied Imaging Support Center will maintain an accurate inventory of all Equipment and associated print volumes. Applied Imaging will proactively offer solutions that would improve the conditions of the Agreement including, but not limited to, reallocation of resources for improved performance, cost reduction initiatives and recommendations for any new technology.
4. **Escalation** Applied Imaging uses an operating system designed to automatically monitor and alert your Print Management team when response times, equipment performance and technician performance fall below Applied Imaging's standards. Following such alerts, measures will be taken to correct any deficiencies.