



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 04, 2023, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

Extended Meeting Room for Wexford County Board of Commissioners Meeting

Due to the elevator being inoperable at this time, the Wexford County Board of Commissioners will be offering an extended meeting room for those unable to reach the Commissioners’ Room on the 3rd floor.

If this is an accommodation you would like, upon arrival please ask Security to direct you to the West Wing Conference Room where you will be able to view and participate in the Board of Commissioners meeting via Zoom.

TENTATIVE AGENDA

- A. CALL TO ORDER *(A. Nyman, Clerk)*
- B. ROLL CALL *(A. Nyman, Clerk)*
- C. PLEDGE OF ALLIEGIANCE *(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 COMMENT
Designated for topics on the agenda only. 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. Anthony Vermeulen – 20 Years..... 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 21, 2022 Regular Meeting Minutes.....2
- L. AGENDA ITEMS
 - 1. Board Organization Matters
 - a. Designation of Committee Chairs
 - b. Assignment of Committee Members 6
 - c. 2023 Meeting Schedule 7
 - d. Board and Liaison Appointments 8
 - 2. Code of Ethics - Commissioners..... 9
 - 3. Resolution 23-01 Wexford County Depository 15
 - 4. Resolution 23-02 Reaffirming Policy No. E-1.0 Investment Policy..... 17
 - 5. Resolution 23-03 Civil Rights, ADA, & Family Leave Act 19
 - 6. Resolution 23-04 Fair Housing 21

a. Fair Housing Policy Statement	23
7. Resolution 23-05 Public Act 152 Health Care Requirements.....	24
8. Meyer Veterinarian Services Agreement (<i>Finance 12/27/2022</i>).....	27
9. Monumentation Surveyor Agreement (<i>Finance 12/27/2022</i>).....	34
10. Peer Review Surveyor Agreement (<i>Finance 12/27/2022</i>).....	46
11. Sheriff Department Canteen Services (<i>Finance 12/27/2022</i>).....	58
12. Resolution 22-29 Honoring the Vikings High School Volleyball Teams (<i>HR/PS 12/27/2022</i>)	60
13. Resolution 23-06 Supporting Road Commission Wage Increase (<i>HR/PS 12/27/2022</i>).....	62
14. HSA Contribution for 2023.....	63
15. County Administrator Review/Contract	64
16. Deputy County Administrator Review/Contract.....	69
M. ADMINISTRATOR’S REPORT	
N. CORRESPONDENCE	
O. PUBLIC COMMENT	
<i>Open for any public comments.</i>	
P. LIAISON REPORT	
Q. BOARD COMMENTS	
R. CHAIR COMMENTS	
S. ADJOURN	

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee
FOR MEETING DATE: January 04, 2023
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
Anthony Vermeulen	Sheriff Department	20

Anthony Vermeulen began his employment with Wexford County on January 01, 2003 as a Corrections Officer. On March 06, 2017, Mr. Vermeulen started his position as a Corrections Sergeant and continues to serve in this role.

RECOMMENDATION:

The Human Resources / Public Safety Committee recommends the presentation of the Certificate of Appreciation for his 20 years of service at the Board of Commissioners meeting on January 04, 2023 to Anthony Vermeulen.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, December 21, 2022

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Mike Musta, Ben Townsend, Kathy Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- Joe Hurlburt.

Pledge of Allegiance.

Additions/Deletions to the Agenda-None.

Approval of the Agenda

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

All in Favor.

Employee Recognition- None.

Presentation and Reports- None.

Public Comment- None.

Consent Agenda

1. Approval of the December 7, 2022 Regular Meeting Minutes

MOTION by Comm Theobald, seconded by Comm Adams to approve the Consent Agenda.

All in favor.

Agenda Items

1. Community Corrections Part-Time Weekend Tester

MOTION by Comm Adams, seconded by Comm Theobald to approve reinstating one part-time weekend tester to the Community Corrections employee roster until March 31, 2023.

Roll Call: Motion passed 8-0.

2. Octagon Building Agreement Extension #2

MOTION by Comm Theobald, seconded by Comm Baughan to approve the Octagon Building Agreement Amendment Extension as it is presented until December 31, 2023 and authorize the Chairman to sign.

Commissioner Musta commented that this discussion first started back in 2020, but there wasn't a solid plan. He said he does see that things are being done and progressing.

Commissioner Potter questioned the date included in the motion, but the motion was correct.

Roll Call: Motion passed 8-0.

3. Budget Amendments

MOTION by Comm Baughan, seconded by Comm Adams to approve the 2022 budget amendments dated December 21, 2022 and to approve the 2023 budget amendment for the Community Corrections part-time weekend tester.

**Wexford County Board of Commissioners
Amendments to the 2022 Budget Log**

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2022-12-21	101-101-699.00	Appropriated Fund Balance	(\$8,200.00)	
	101-290-971.04	Land Purchase		\$ 8,200.00
Comment/Reasoning: Prein and Newhof Surveys				
BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2022-12-21	101-362-727.01	Substance Abuse Testing		(\$5,000.00)
	101-362-702.04	Part- Time Employee		\$ 5,000.00
Comment/Reasoning: Community Corrections for Weekend tester. *2023 BUDGET AMENDMENT				
BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2022-12-21	101-191-717.01	Printing		(\$829.13)
		Recout Per Diem		\$ 829.13
Comment/Reasoning: Clerk's office for Election Recount team payment.				

Roll Call: Motion passed 8-0.

4. MMRMA Annual Agreement

MOTION by Comm Adams, seconded by Comm Bush to approve the renewal of liability insurance through MMRMA in the amount of \$292,877.

Roll Call: Motion passed 8-0.

Administrator's Report-

Joe Porterfield attended a meeting for juvenile housing with 4 other counties. They are just starting the process and will take some time to get going. He wished everyone a Merry Christmas.

Jami Bigger noted that with Travis Baker going full time to the Deputy Director position, they have hired Randy Boike to be the new Emergency Manager.

Commissioner Potter asked if there were any issues with the elevator. It was explained that everything was running faster than expected. They are waiting for a few parts, but everything was on track.

Correspondence- *None.*

Public Comments-

Don Koshmider, Cadillac, wished everyone a very Merry Christmas. He asked that everyone be careful traveling. He noted that there is a new world order coming in the Great Reset. There will be a takeover from the top down. The government wants to kill us all by 2030. Those that aren't killed will be forced to eat bugs. They are killing us with covid and the vaccines. He asked all commissioners to oppose the great reset.

Liaison Reports-

Comm Musta attended the AES meeting. Lisa Miller has resigned. They do not have anyone currently lined up. There was not enough members to have a quorum, so the meeting was general discussion.

Comm Townsend attended the Northern Lakes Community Mental Health meeting where they voted unanimously to delay the CEO search until the April meeting.

Comm Theobald noted that the emergency food and shelter will be picked up again after the red kettle campaign.

Comm Baughan attended the School Safety meeting in Manton. He wanted to let everyone know they will be doing an active assailant drill at Lincoln Elementary next week.

Comm Potter attended the MAC judicial meeting. There was nothing unexpected. He also attended the Clam Lake DDA where they received bids for demolition of the Pioneer Apartments. The bids came in at about \$190,000, which was disappointing. He attended a Road Commission meeting where the budget was approved and all is looking well.

Comm Taylor attended the Council on Aging and Conservation District meetings.

Board Comments-

Comm Townsend wished everyone a merry Christmas.

Comm Adams wished everyone a merry Christmas.

Comm Bush echoed what the others had said. He thanked everyone for the last two years and is looking forward to the next two.

Comm Theobald also wished everyone a merry Christmas and informed everyone that the Salvation Army reached their goal for the year.

Comm Baughan wished everyone a merry Christmas and happy new year. He thanked everyone for their support over the last year.

Comm Potter also wished everyone a merry Christmas. He wanted to wish Joe Hurlburt well, but he couldn't tonight. He thanked all the first responders and road commission workers that will be spending their holidays working away from their families. He also thanked Don Koshmider for always sticking to his principles, but doing so, in a respectful manner.

Comm Musta wished everyone a merry Christmas. He thanked everyone for a good term and is looking forward to the next two years. He reminded everyone we need to keep an eye on the budget as the years progress.

Chairman's Comments-

Comm Taylor wished everyone a merry Christmas, and thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Potter to adjourn at 4:18 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk



Wexford County
2023 Committee Structure

Executive Committee –

1. _____, Chair of Board of Commissioners
2. _____, Chair of Finance
3. _____, Chair of HR/PS
4. _____, Chair of Rec/Bldg

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. _____

**Wexford County
Board of Commissioners
2023 Draft Meeting Schedule**

Board of Commissioners-

District 1: Jason Mitchell
District 2: Michael Musta
District 3: Ben Townsend

District 4: Kathleen Adams
District 5: Michael Bush
District 6: Julie Theobald

District 7: Gary Taylor
District 8: Jason Baughan
District 9: Brian Potter

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

January 04	April 05	July 05	October 04
January 18	April 19	July 19	October 18
February 01	May 03	August 02	November 01
February 15	May 17	August 16	November 15
March 01	June 07	September 06	December 06
March 15	June 21	September 20	December 20

Executive Committee-

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

January 10	July 11
February 14	August 08
March 14	September 12
April 11	October 10
May 09	November 14
June 13	December 12

Finance & Appropriations Committee-

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

January 12	April 13	July 13	October 12
January 25	April 26	July 26	October 25
February 09	May 11	August 10	November 09
February 22	May 24	August 23	November 22
March 09	June 08	September 14	December 14
March 22	June 28	September 27	December 27

Human Resources/Public Safety Committee-

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

January 24	July 25
February 28	August 22
March 28	September 26
April 25	October 24
May 23	November 28
June 27	

Wednesday, December 27 at 3:00 p.m. –Due to Holiday

Recreation & Building Committee-

Unless posted otherwise, the Recreation & Building Committee will meet on the first Thursday of every month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

February 02	July 06
March 02	August 03
April 06	September 07
May 04	October 05
June 01	November 02
	December 07

Organization	Meeting Information	Liaison Requirement	2022 Appointed	2023 Appointed
911 Committee	Every Quarter	One Commissioner	Kathy Adams	
Airport Authority	2 nd Wednesday of Each Month, 6:00p.m.	One Commissioner	Ben Townsend	
Area Agency on Aging NW MI	1 st Thursday of Every Month, 10:00a.m	One Commissioner or One Citizen	Jason Baughan	
Cadillac Area Manufacturing Association	Monthly - Date and Location TBA	One Commissioner	Michael Bush	
Cadillac Wexford Public Library Board	Monthly - Schedule to be Provided	One Commissioner	Ben Townsend	
Cadillac Wexford Transit Authority	3 rd Monday of Each Month, 4:00p.m.	Once Commissioner	Michael Musta	
Clam Lake DDA	3 rd Monday of Each Month, 7:45p.m.	One Commissioner	Brian Potter	
Council on Aging	3 rd Tuesday of Each Month, 3:00p.m.	One Commissioner	Gary Taylor	
Dept. of Veterans Services	2 nd Wednesday of Each Month, 3:00p.m.	One Commissioner	Gary Taylor	
DHD #10	4 th Friday of the Month, 10:00a.m.	Two Commissioners	Gary Taylor Julie Theobald	
DHHS	1 st Tuesday of Each Month, 9:30a.m.	One Commissioner	Julie Theobald	
Emergency Food & Shelter Board	2 nd Tuesday of Each Month, 4:00p.m.	One Commissioner	Julie Theobald	
Emergency Preparedness	Quarterly	Board Chair & Vice Chair	Gary Taylor Michael Bush	
Human Services Leadership Council	4 th Tuesday of Each Month, 8:30a.m.	One Commissioner or Elected/Appt'd Person	Megan Kujawa	
Lake Mitchell Improvement Board	Schedule to be found at lakemitchell.org	One Commissioner	Kathy Adams	
MSUE Council	Quarterly, Dates & Times TBA	One Commissioner	Ben Townsend	
Northern Lakes Community Mental Health	3 rd Thursday of Each Month, 2:15p.m.	One Commissioner & One Citizen	Ben Townsend	
NM Counties Association	Dates TBA, Roscommon	One Commissioner	Gary Taylor	
Northern District Fair	3 rd Thursday of Each Month, 7:00p.m.	One Commissioner	Gary Taylor	
<i>MMR – Quality & Communications Relations Committee</i>	<i>Quarterly</i>	<i>One Commissioner</i>		
NM Regional Entity	1 st Monday of ODD Months, 10:00a.m., Gaylord	One Commissioner or One Citizen	Gary Taylor	
NW MI Community Action Agency	3 rd Thursday of Each Month, 12:20p.m., Traverse City	One Commissioner or One Citizen	Julie Theobald	
<i>West Michigan Forensic Pathology Services Authority</i>	<i>Dissolved</i>	<i>One Commissioner</i>	<i>Brian Potter</i>	
Road Commission	4 th Wednesday of Each Month, 7:30a.m.	One Commissioner	Brian Potter	
Wexford Conservation District	2 nd Tuesday of Each Month, 9:00a.m.	One Commissioner	Gary Taylor	
Wexford County School Safety Committee	2 nd Monday of Each Month	One Commissioner	Jason Baughan	
Wexford Missaukee Comm. Corr. Advisory Board	Quarterly, Dates & Times TBA	One Commissioner	Julie Theobald	

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: January 04, 2023
SUBJECT: Commissioner 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: _____

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 fourth day of January, 2023, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 23-01
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 23-01 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 04, 2023, 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 fourth day of January, 2023, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 23-02
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 23-02 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 04, 2023, 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 fourth day of January, 2023, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 23-03
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 23-03 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 04, 2023, 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 fourth day of January, 2023, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 23-04
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 23-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 04, 2023, 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 Joe Porterfield, 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

FROM: Administration
FOR MEETING DATE: January 04, 2023
SUBJECT: Resolution 23-05 Public Act 152 Health Care Requirements

SUMMARY OF ITEM TO BE PRESENTED:

With the passage of the Affordable Care Act, ACA, several years ago, each year the Board of Commissioners must attest to certain requirements regarding the ACA.

RECOMMENDATION:

Administration forwards a recommendation to the full board to approve Resolution 23-05.

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 fourth day of January 2023 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 23-05
RESOLUTION TO IMPLEMENT THE PUBLIC ACT 152 HEALTH CARE
REQUIREMENTS FOR 2023**

WHEREAS, Public Act 152 of 2011 (MCL 15.561 et seq.) known as the Publicly Funded Health Insurance Contribution Act (PFHICA), places specific limits on public employers' contributions toward their employees' health benefits and mandates that the employer's total cost be no more than either 80% of the total cost of the Health Plan or a hard cap amount as set by the Michigan Department of Treasury each year; and

WHEREAS, Sections 3 and 4 of the Act (MCL 15.568) permit a local unit of government, in its sole discretion, to adopt a maximum employer contribution limitation for the next succeeding year by a vote of its governing body; and

WHEREAS, in 2023 Wexford County will be self-insuring a significant portion of the total cost of the health plan and additionally utilizing a high-deductible insurance plan and health savings accounts (HSAs) which are all anticipated to save money; and

WHEREAS, in order to bring the County into compliance with Public Act 152 maximum contributions requirements or limits, each participating employee shall be required to contribute an amount toward the monthly cost of the health insurance plan premium which shall equate to 10% of the premium cost of the plan selected by the employee. Based on this analysis the County will be in compliance with the maximum funding requirement and therefore the County administration is recommending that this requirement of Public Act 152 be imposed for 2023.

NOW, THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners elects to impose Employer Contribution limits known as hard caps which results in an employee cost share of an amount equal to an employee 10% health insurance premium contribution to satisfy the funding limitation requirements of Public Act 152 of 2011 for Health Plan Year 2023.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 23-05 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 04, 2023, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

VETERINARIAN SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this date December ____, 2022, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of **WEXFORD COUNTY ANIMAL CONTROL**, with offices and facilities located at 1406 6th Avenue, Cadillac, Mi 49601 (hereinafter referred to as the "Department") and **MEYER VETERINARY CLINIC**, located at 1544 McKinley, Cadillac, Mi 49601 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the County requires for the Department, on an independent contractor basis, the professional veterinarian services of a veterinarian licensed to practice veterinary medicine in the State of Michigan; and

WHEREAS, the Contractor is a licensed veterinarian who maintains a private veterinary medicine practice in Cadillac, Michigan; and

WHEREAS, the Contractor agrees to perform the professional veterinarian services which the County requires for the Department on an independent contractor basis.

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

1. **Services to be Provided.** The Contractor shall furnish the Department with professional veterinary services, including, but not limited to:

- A. Consultation when and as needed by the Department on matters pertaining to veterinary medicine.
- B. Providing the Department's staff with technical advice and training for contagious disease control, vaccination of animals, euthanasia of animals as required by law, sanitation, and health care of animals at the Wexford County Animal Shelter.
- C. Conduct examinations of animals when and as needed by the Department.
- D. Provide such other professional veterinarian services as the Department may require.
- E. Procure and maintain a drug license for purchasing drugs for use in the euthanasia of animals and/or tranquilizing animals.

2. **Time in Which Services are to be Performed.** The services to be rendered pursuant to this Agreement by the Contractor shall be provided to the

Department Monday through Friday, five (5) days a week, for a maximum of twelve (12) hours per week. The specific times and locations for rendering such services shall be as mutually agreed upon from time to time by the Department's Director and the Contractor. However, notwithstanding the foregoing, the Contractor agrees to be available for full consultation as may be needed in the event of emergencies or unanticipated difficulties within the Department.

3. **Compensation.** It is expressly understood and agreed that the County shall pay the Contractor for the services performed under this Agreement, as specified on Attachment "A", Fee Schedule.

4. **Method of Payment of Compensation.** At the end of each month in which this Agreement is in effect, the Contractor shall submit a bill to the County for the sum due for the month just ending. Each bill shall set forth the dates and hours worked at the Department, the total sum due and such additional information regarding the services performed under this Agreement as the County may require. The County shall process each bill and pay the sum due and owing the Contractor in accordance with the County's procedure for payment of Accounts Payable.

5. **Supplies.** The County shall provide all necessary drugs and related supplies needed to provide adequate care for the animals at the County's Animal Shelter. Should the Contractor, while providing services pursuant to this Agreement, have any questions, concerns, or problems with respect to appropriate support personnel and supplies, the Contractor shall communicate the questions, concerns or problems to the Department's Director.

6. **Retention of Records.** The Department shall have sole and exclusive right to the retention of all records pertaining to the animals placed at the County's Animal Shelter and the services rendered pursuant to this Agreement. The Contractor, however, shall have access to all such records required to perform the services to be provided under this Agreement.

7. **Compliance with the Law and Licensing Requirements.** The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations. The Contractor shall also meet all Federal, State, and local license and authorization requirements for the practice of veterinary medicine and surgery. Failure by the Contractor to obtain and/or maintain any required license and authorization requirements and/or the loss of the same, shall result in the immediate and automatic termination of this Agreement.

8. **Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

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

the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended; and The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Any violation of Federal State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the Contractor is providing services to the County shall be regarded as a material breach of this Agreement and the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

9. **Independent Contractor.** It is expressly understood and agreed that the Contractor is an independent contractor and that he shall in no way be deemed to be and shall not hold himself out as an employee, servant or agent of the County. The Contractor shall be responsible for the withholding and payment of all taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments. The Contractor shall not be entitled to any fringe benefits which the County provides to its employees including, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity.

10. **Indemnification and Hold Harmless.** The Contractor shall, at his own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees that they may incur as a result of any failure to comply with the terms of this Agreement, violation of any applicable federal or State of Michigan law, rule or regulation, an intentional tort or negligent acts or omissions by the Contractor or any of his employees, agents or subcontractors which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its elected and appointed officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

11. **Insurance.** The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Worker's Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with of liability not less than \$1,000,000.00 per occurrence and/or

aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

- C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$500,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with limits of liability of not less than \$1,000,000.00 per claim.
- E. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford, all the County of Wexford's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof and shall be considered to be primary coverage to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.
- F. Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford County Administrator, 437 E. Division St., Cadillac, MI 49601".
- G. Proof of Insurance - The Contractor shall provide to the County of Wexford at the time that the copies of this Agreement are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
- H. Continuation of Coverage - If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the Wexford County Administrator at least ten (10) days prior to the expiration date.

12. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The County and Contractor mutually agree that the venue for the bringing and maintaining of any action law or in equity that arises out of this Agreement shall be established in accordance statutes and Court Rules of the State of Michigan. In the event an action is brought in federal court, the County and Contractor agree that the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

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

14. **Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

15. **Assignment or Subcontracting.** During times of illness, vacation, or leaves of absence for other reasons, the Contractor shall, subject to the approval of the Department's Director, assign through subcontracts licensed veterinarians to provide services required under this Agreement. The Contractor shall be responsible for the acts, omissions or errors of such veterinarians in their performance of services required under this Agreement. The Contractor shall also be solely responsible for payment of any compensation to be received by such veterinarians. The Contractor, except as otherwise provided in this section, shall not assign, subcontract or otherwise transfer his duties and/or obligations under this Agreement.

16. **Purpose of Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. **Agreement Period, Option to Renew and Termination.** The term of this Agreement shall commence on the 1st day of January 2023, and shall continue to the 31st day of December 2025, at which time it shall terminate unless extended as authorized in this Agreement.

The County shall, in its sole discretion, have four (4) options to renew the term of this Agreement by one (1) additional year for each option. The first option, if exercised, will extend the term of the Agreement to December 31, 2023; the second option to December 31, 2024; the third option to December 31, 2025, and the fourth option to December 31, 2022. It is expressly understood and agreed that this Agreement may not be extended beyond December 31, 2025. To exercise its options to renew, the County shall notify the Contractor in writing prior to the end of the initial term for the first-year extension and in writing prior to the end of each extended term. If such notice is not given, this Agreement shall terminate at the end of its current term.

Notwithstanding any other provision in this Agreement to the contrary, either of the parties to this Agreement may terminate this Agreement upon thirty (30) days prior written notification to the other party.

19. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

20. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

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

COUNTY OF WEXFORD

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

Date: _____

By: _____
Alaina Nyman, County Clerk

Date: _____

CONTRACTOR

By: Allen D Meyer DVM
Allen Meyer, DVM

Date: 12-14-2022

Office Call	54
Emergency Fee	75 to 100
Nail Trim	\$14.00/\$18.00
Tails 16 Per Pup	Plus OC 54
Dews 10 Per Pup	Plus OC 54
Litter of Puppies Vaccs	22.50 per puppy
Anal Sac Expression	42
Anal Sac w/ OC	29
Trang with Ace	22
Trang with Gas	48
Beak, Wfrngs, Nails-Bird	47
Canine Vaccination	
DHLP	54(w/ wellness)
Bordetella	16 or 20.50 (No OC)
Rabies	57.50 (w/ wellness)
Heartworm Test	36
Fecal	36
Lyme	34
Influenza H3N2 H3N8	36
P1 Puppy	79
P2 Puppy	48
P3 Puppy	89
P4 Puppy	37.00, 73.00
P5 Puppy	86.5
Feline Vaccination	
Rabies	18.5
FVRCP	54.00 (w/ wellness)
Leukemia	18
Leuk/FIV test	57
Wellness	39
K1 Kitten	138
K2 Kitten	68
K3 Kitten	86.5

Surgeries

K9 neuter

< 50 lbs	155
51-100 lbs	168
> 100 lbs	220
Cryptorchid	360

K9 spay

< 50 lbs	188
50-100 lbs	198
> 100 lbs	225
Pregnant/in heat	80

Feline Neuter

Neuter	80
Neuter 2 paw W/ las pp	230
Neuter 4 paw W/ las pp	270

Feline Spay

Spay	150
Spay 2 paw W/ las pp	260
Spay 4 paw W/ las pp	300
Pregnant	65 and up

Declaw

2 paw W/ las pp	205
4 paw W/ las pp	365

Options

Pain Pack	29
Laser	50
EKG	19
Pre anesthetic blood	52
X-rays	132

Euthanasia

Feline	76
< 20	78
21-50	80
51-75	90
> 76	110

Cremation

Group < 90	72
Group > 90	98
0-2 Pocket Pet	130
0-20	195
21-40	207
41-60	230
61-80	240
81-100	240
> 100	296

Boarding

Feline	20.5
0-40	23
41-75	24
> 75	25
Bath 1-40	26
Bath 41-75	28
Bath > 75	32
Romp and Play Single	11 a day
Romp and Play Group	15.00 a day
Comfort Cushion	1 a day
MICROCHIP	48
Urgent Care Visit	90

PROFESSIONAL SERVICES AGREEMENT
(2023)

This AGREEMENT made as of November 4, 2022 between

WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN

OWNER,

and

ATWELL, 7192 E. 34 ROAD, SUITE 4, CADILLAC MI 49601

MONUMENTATION SURVEYOR

SECTION 1 – ASSIGNMENT

- 1.1_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.
- 1.2_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

SECTION 2 – BASIC SERVICES

- 2.1 **MONUMENTATION SURVEYOR** shall perform the following services:
- 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.
- 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.
- 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.
- 2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.
- 2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

SECTION 3 – OWNER RESPONSIBILITIES

3.1 **Owner will provide, through the county grant representative:**

3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.

3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

SECTION 4 – PERIOD OF SERVICE

4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

SECTION 5 – PAYMENT

5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.

5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.

5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

SECTION 6 – INSURANCE

6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman's Compensation	as required by law
	Professional Liability	\$1,000,000

(Insured must comply with Wexford County Policy C-8.0)

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

This **AGREEMENT** consists of four (4) pages and Exhibit A and constitutes the entire **AGREEMENT** between **OWNER** and **MONUMENTATION SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** and Exhibit A may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

OWNER

MONUMENTATION SURVEYOR

ATWELL

7192 E 34 ROAD, SUITE 4
CADILLAC, MI 49601

Wexford County Chairman,



Signature of authorized representative,
J. DEAN GEERS

Date

12-6-2022

Date

Exhibit A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEXFORD COUNTY
AND
ATWELL
(2023)

Dated: 11/4/2022

ASSIGNMENT

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

Atwell – 20 Corners

South Branch Township – T21N, R12W

E-5, E-6

F-5

G-5, G-6

H-5

I-2, I-3, I-4, I-5, I-6

J-3, J-5

K-2, K-3, K-4, K-5, K-6

L-3, L-5

PERIOD OF SERVICES

- Complete at least 50% of **ASSIGNMENT** by June 30, 2023
- Complete **ASSIGNMENT** by December 11, 2023

PAYMENT

When research is complete \$ 200.00 per corner

When monumentation is complete and corner receives
Peer Group approval. \$ 900.00 per corner

Per Corner Fee - \$ 1,100.00

Total 20 Corners - \$ 22,000.00

PROFESSIONAL SERVICES AGREEMENT
(2023)

This AGREEMENT made as of November 4, 2022 between

WEXFORD COUNTY BOARD OF COMMISSIONERS – 437 E. DIVISION ST, CADILLAC MICHIGAN

OWNER,

and

CC LAND SURVEYING, 1411 E M-55, CADILLAC MI 49601

MONUMENTATION SURVEYOR

SECTION 1 – ASSIGNMENT

- 1.1_ **OWNER** wishes **MONUMENTATION SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.
- 1.2_ The **ASSIGNMENT** is defined in Exhibit A attached to this **AGREEMENT**.

SECTION 2 – BASIC SERVICES

- 2.1 **MONUMENTATION SURVEYOR** shall perform the following services:
- 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the County Grant Representative.
- 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of professionalism.
- 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.
- 2.1.4 Will provide one (1) copy of all materials to be presented to the Peer Group, to the County Grant Representative at least one week prior to the Peer Group meeting at which the **ASSIGNMENT** will be presented.
- 2.1.5 Upon review and concurrence of the Peer Group with the **MONUMENTATION SURVEYOR'S** presentation, analysis and conclusion, furnish an original Land Corner Recordation Corner form,

and master drawing, within 14 days to the County Surveyor together with the appropriate fee(s) for recording.

SECTION 3 – OWNER RESPONSIBILITIES

- 3.1 **Owner will provide, through the county grant representative:**
 - 3.1.1 Criteria and information made available from the State Survey and Remonumentation Commission.
 - 3.1.2 Access to copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.
 - 3.1.3 Brass caps and iron rebar to be used for Remonumentation Corners.

SECTION 4 – PERIOD OF SERVICE

- 4.1 **OWNER** has authorized **MONUMENTATION SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.
- 4.2 Completion of the **ASSIGNMENT** shall be in accordance with the schedule outlined in Exhibit A attached.

SECTION 5 – PAYMENT

- 5.1 **OWNER** will pay **MONUMENTATION SURVEYOR** for completion of the **ASSIGNMENT** as outlined in Exhibit A.
- 5.2 **OWNER** will release pay to **MONUMENTATION SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 **MONUMENTATION SURVEYOR** will submit pay request to the County Grant Representative detailing the work completed for which payment is being requested.

SECTION 6 – INSURANCE

- 6.1 **MONUMENTATION SURVEYOR** shall have in effect and attach copies to this **AGREEMENT** of the following insurance:

6.1.1	Public Liability/Property Damage	\$1,000,000
	Automobile	\$1,000,000
	Workman’s Compensation	as required by law
	Professional Liability	\$1,000,000

(Insured must comply with Wexford County Policy C-8.0)

- 6.2 Copies of insurance certificates shall include County as an addition insured. County is to be notified at least 10 days prior to cancellation of any insurance coverage.
- 6.3 Cancellation of any of the insurance listed in Section 6.1.1 shall be cause for suspension of the **AGREEMENT** and if the insurance are not renewed, with copies furnished to the County Grant Representative, within 30 days after date of insurance termination or cancellation, it shall be cause for termination of the **AGREEMENT** with forfeiture of any payments to **MONUMENTATION SURVEYOR**.
- 6.4 **MONUMENTATION SURVEYOR**, upon execution of this **AGREEMENT** agrees to allow free access to and copies of any information that he/she may have to other Monumentation Surveyors working on remonumentation in the County.
- 6.5 **OWNER** and **MONUMENTATION SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by the **AGREEMENT** and to the successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.6 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **MONUMENTATION SURVEYOR**.
- 6.7 Monumentation Surveyor agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expenses resulting from Monumentation Surveyors' negligent acts, errors or omissions.

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In witness whereof, the parties hereto have made and executed this AGREEMENT as of the day and year year first written above.

OWNER

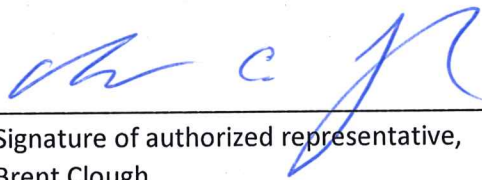
MONUMENTATION SURVEYOR

CC LAND SURVEYING

1411 E M-55

CADILLAC MI 49601

Wexford County Chairman,



Signature of authorized representative,
Brent Clough

Date

12-2-22

Date

Exhibit A
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
WEXFORD COUNTY
AND
CC LAND SURVEYING
(2023)

Dated: 11/4/2022

ASSIGNMENT

Perform research, field investigation, uncover or locate corner evidence, witness (find or establish), assemble all information and provide copies for Peer Review Group, attend Peer Review Group meeting(s), prepare and submit Land Corner Recordation record form(s) and all related work on the following corners:

CC Land Surveying – 20 Corners

Henderson Township – T21N, R11W

G-4, G-5, G-6, G-7

H-3, H-5, H-7

I-2, I-3, I-4, I-8, I-9

J-3, J-7, J-9

K-6, K-8, K-9

L-7, L-9

PERIOD OF SERVICES

- Complete at least 50% of **ASSIGNMENT** by June 30, 2023
- Complete **ASSIGNMENT** by December 11, 2023

PAYMENT

When research is complete \$ 200.00 per corner

When monumentation is complete and corner receives
Peer Group approval. \$ 900.00 per corner

Per Corner Fee - \$ 1,100.00

Total 20 Corners - \$ 22,000.00

PROFESSIONAL SERVICES AGREEMENT
(2023)

The **AGREEMENT** made as of November 4, 2022 between
WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

BILL SIKKEMA, 6549 20 MILE MARION MI 49665

PEER REVIEW SURVEYOR.

SECTION 1 – ASSIGNMENT

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

SECTION 2 – BASIC SERVICES

- 2.1 **PEER REVIEW SURVEYOR** shall perform the following services:
 - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
 - 2.1.2 Will undertake the **ASSIGNMENT** with completeness, thoroughness and highest standards of Professionalism.
 - 2.1.3 Will perform all services in accordance with applicable laws, regulations and other requirements pertaining to the **ASSIGNMENT**.

SECTION 3 – OWNER RESPONSIBILITIES

- 3.1 **Owner will provide, through the County Grant Representative:**
 - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

SECTION 4 – PERIOD OF SERVICE

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

SECTION 5 – PAYMENT

- 5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$575.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.
- 5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

SECTION 6

- 6.1 **OWNER** and **PEER REVIEW SURVEYOR**, and the respective partners, successors, executor, administrators, assigns and legal representatives of each are bound by this **AGREEMENT** and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of the **AGREEMENT**.
- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
- 6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

This **AGREEMENT** consists of three (3) pages and constitutes the entire **AGREEMENT** between **OWNER** and **PEER REVIEW SURVEYOR** and supersedes all prior written or oral understandings between them. This **AGREEMENT** may only be amended, supplemented, modified or canceled by a duly executed written instrument.

In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

Wexford County Chairman,



Bill Sikkema, P.S.

Date



Date

PROFESSIONAL SERVICES AGREEMENT
(2023)

The **AGREEMENT** made as of November 4, 2022 between

WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

BRENT CLOUGH, 1411 E. M-55, CADILLAC MI 49601

PEER REVIEW SURVEYOR.

SECTION 1 – ASSIGNMENT

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

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 - 2.1.1 Will not undertake any work on this **ASSIGNMENT** until this Agreement is executed by **OWNER** and Authorization to Proceed has been issued by the county Grant Representative.
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3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

SECTION 4 – PERIOD OF SERVICE

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SECTION 5 – PAYMENT

- 5.1 **OWNER** will pay **PEER REVIEW SURVEYOR** a flat rate of \$575.00 per contract year as documented by County Grant Representative. All fees are budgeted in the County Grant Agreement with the State of Michigan.
- 5.2 **OWNER** will release pay to **PEER REVIEW SURVEYOR** within 7 days after receipt of funds from the State Survey and Remonumentation Commission.
- 5.3 County Grant Representative will submit pay requests on behalf of the **PEER REVIEW SURVEYOR** to the county Grant Administrator detailing the work completed and for which payment is being requested.

SECTION 6

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- 6.2 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than **OWNER** and **PEER REVIEW SURVEYOR**.
- 6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.

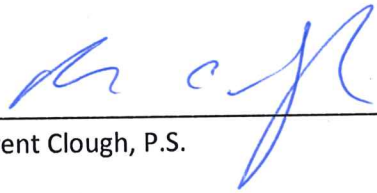
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In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

Wexford County Chairman,



Brent Clough, P.S.

Date

12-2-22

Date

**PROFESSIONAL SERVICES AGREEMENT
(2023)**

The **AGREEMENT** made as of November 4, 2022 between
WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

CRAIG MCVEAN, 116 VINE STREET, CADILLAC MI 49601

PEER REVIEW SURVEYOR.

SECTION 1 – ASSIGNMENT

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
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SECTION 3 – OWNER RESPONSIBILITIES

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 - 3.1.1 Criteria and information made available from the State Survey and Remonumentation commission.

3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

SECTION 4 – PERIOD OF SERVICE

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SECTION 5 – PAYMENT

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SECTION 6

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6.3 **PEER REVIEW SURVEYOR** agrees to indemnify and hold the **OWNER** harmless from claims, liabilities, loss, damage, legal costs or expense resulting from **PEER REVIEW SURVEYOR'S** negligent acts, errors or omissions.


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OWNER

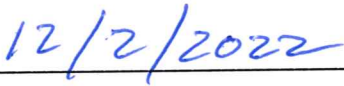
PEER REVIEW SURVEYOR

Wexford County Chairman,



CRAIG MCVEAN, P.S.

Date



Date

PROFESSIONAL SERVICES AGREEMENT
(2023)

The **AGREEMENT** made as of November 4, 2022 between
WEXFORD COUNTY BOARD COMMISSIONERS – 437 E. DIVISION ST. CADILLAC, Michigan -

OWNER,

And

GEORGE SMITH, 8651 S. SEELEY RD., CADILLAC MI 49601

PEER REVIEW SURVEYOR.

SECTION 1 – ASSIGNMENT

- 1.1 **OWNER** wishes **PEER REVIEW SURVEYOR** to perform professional services in accordance with the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by State Survey and Remonumentation Commission.
- 1.2 **The ASSIGNMENT** is defined in the State Survey and Remonumentation Act, Act 345 of 1990, the Administrative Rules and other regulations promulgated by the State Survey and Remonumentation Commission.

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SECTION 3 – OWNER RESPONSIBILITIES

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3.1.2 Access to the copies, at usual County fee charges, of documentation pertinent to the **ASSIGNMENT**.

SECTION 4 – PERIOD OF SERVICE

4.1 **OWNER** has authorized **PEER REVIEW SURVEYOR** to start performing services and incurring allowable cost upon receipt of the Notice to Proceed.

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SECTION 6

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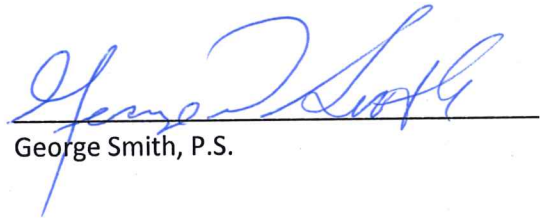
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In witness whereof, the parties hereto have made and executed this **AGREEMENT** as of the day and year first written above.

OWNER

PEER REVIEW SURVEYOR

Wexford County Chairman,



George Smith, P.S.

Date

12-2-22

Date

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance & Appropriations Committee
FOR MEETING DATE: January 04, 2023
SUBJECT: Sheriff's Department Canteen Services

SUMMARY OF ITEM TO BE PRESENTED:

On Wednesday, June 15, 2022 the Wexford County Board of Commissioners approved a temporary rate increase of \$0.32 per meal for the Wexford County Jail meal services. It was stated that it would be effective for a 6-month period. On December 12, 2022, the Sheriff's Department was notified that Canteen Services was extending the rate increase for another six months. Attached is the letter for the extension of the rate increase.

RECOMMENDATION:

The Finance and Appropriations Committee forwards a recommendation to the full board to approve the rate increase extension for meal services at the jail.

December 12, 2022

Lt. Mike McDaniel
Wexford County Sheriff's Office
1015 Lincoln St.
Cadillac, MI 49601

RE: Inmate Food Service price change

Dear Lt. McDaniel,

As a follow-up regarding our Food Service program; effective with the breakfast meal Tuesday, December 13, 2022, Canteen Services, Inc. will implement a temporary \$0.32 (thirty-two cent) per meal increase.

Our primary objective is to fulfill our commitment to serve nutritious, healthy, and appetizing meals to the inmates in your facility.

Tigg's Canteen Services appreciates your understanding and support of this increase during these trying economic times. In six (6) months we will review the financial situation as it relates to our market, the stability and availability of food items and staffing resources, to determine the need to continue or adjust this amount for an additional six (6) months.

We greatly value our partnership and sincerely hope you understand this difficult decision was made of necessity to continue providing the service you expect.

Please acknowledge receipt and acceptance of this price change notification in the box below and return to me as soon as possible.

Sincerely,

Michael Stump

Michael Stump
V.P. of Commissary and Business Development

I acknowledge & accept the \$0.32/per meal price change stated above to be effective December 13, 2022.

Signature

*Wexford County Sheriff's Office
authorized representative*

Date _____

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 fourth day of January 2023 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 22-29
HONORING THE CADILLAC VIKINGS VOLLEYBALL TEAM**

WHEREAS, the Wexford County Board of Commissioners would like to honor and applaud the Cadillac Vikings High School Volleyball Team for their athletic achievement; and

WHEREAS, on Thursday, November 15, 2022 the Vikings defeated Grand Rapids West Catholic in the MHSAA Division 2 State Quarterfinal; and

WHEREAS, on Friday, November 18, 2022 the Vikings defeated Dearborn Divine Child in the MHSAA Division 2 State Semifinal obtaining the right to the State Championship playoff in Battle Creek for the first time in their history of MHSAA Division 2 standings; and

WHEREAS, on Saturday, November 19, 2022 the Vikings, for the first time in their history of MHSAA Division 2 standings took the court at Battle Creek to play in the championship game, and

WHEREAS, on Saturday, November 19, 2022 the Cadillac Vikings' Volleyball Team competed against North Branch for the MHSAA Division 2 State Championship title; and

WHEREAS, on Saturday, November 19, 2022 the Cadillac Vikings captured the runner-up trophy for the Division 2 State Championship; and

WHEREAS, the Wexford County Board of Commissioners would like to congratulate all the following players and coach for their outstanding accomplishment:

Players: Carissa Musta, Joslyn Seeley, Cassie Jenema, Makenzie Johns, Macey McKeever, Brooke Ellens, Reina McMahan, Karsyn Kastl, Emmy Cox, and Emma Johnson.

Coach: Michelle Brines

NOW THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners hereby commends the Cadillac Vikings High School Volleyball Team for their string of victories that led to competing in the MHSAA Division 2 State Championship game held on Saturday, November 19, 2022.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 22-29 adopted by the Board of Commissioners of Wexford County at a regular meeting held on January 04, 2023, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: HR/PS Committee and Administration
FOR MEETING DATE: January 04, 2023
SUBJECT: Resolution 23-06 Supporting Road Commission Wage Increase

SUMMARY OF ITEM TO BE PRESENTED:

At the Human Resources / Public Safety Committee on December 27, 2022 the committee discussed wage increases for the Road Commission. The Commission has not received an increase since February 1997.

The Road Commission is completely independent in its budget so the increase would not be funded by the County; because it is independent it is required by not only an Attorney General but a Statue as well, that requires the Board to vote and approve an increase to the Road Commission This requires the Board to approve a resolution.

Legal Counsel is working on finalizing a resolution and one will be provided at/or before the Board meeting.

RECOMMENDATION:

The HR/PS Committee forwards a recommendation to raise the Wexford County Road Commission per diem to \$80 for a full day and \$40 for a half-day; and to increase their wages by 15% for 2023 and 15% for 2024.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: January 04, 2023
SUBJECT: HSA Contribution for 2023

SUMMARY OF ITEM TO BE PRESENTED:

On November 2, 2022, the Board once again approved offering a high deductible health plan for county employees. In the past, the Board has approved contributing toward the Health Savings Accounts for the employees that elect the HSA plan.

RECOMMENDATION:

Administration recommends the full board gives approval for continuation of HSA contributions in the amount of \$1,250 for a single policy and \$2,500 for a double or family policy for the 2023 plan year, to be paid in accordance with Policy B-14.3.

Please note, these costs have been included in the approved 2023 budget.

**COUNTY OF WEXFORD
DUAL-EMPLOYED ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this ____th day of January, 2023, by and between **County of Wexford**, a municipal corporation and political subdivision of the State of Michigan acting through the Wexford County Board of Commissioners ("Board") and Clifford (Joe) Porterfield ("Employee").

W I T N E S S E T H:

WHEREAS, the Board requires the services of a qualified person to serve as the Wexford County Administrator for a three year period commencing January 1, 2023; and

WHEREAS, Employee is currently employed as the Equalization Director and has in the past served at request of the Board as interim co-County Administrator; and

WHEREAS, the Board has removed the interim designation and desires Employee to both continue to both serve as Equalization Director and to serve as appointed County Administrator. Employee desires to provide such services and is qualified to perform the same.

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

1. Employment. The Employee shall be employed as the County Administrator of Wexford County ("County") upon the terms and conditions hereinafter set forth. It is expressly understood and agreed by the Board and the Employee that the County Administrator position shall be an "at-will" employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this Agreement without cause as provided hereunder at which time, the Employee will be eligible to return to his full time former position as Equalization Director as provided in this Agreement.

2. Duties.

A. The Employee shall perform such duties and responsibilities as required and directed by the Board and in accordance with the laws of the State of Michigan, and shall perform such other duties and functions as may be required. The Employee agrees that at all times he will faithfully and to the best of his ability, experience and talents perform all the duties that may be required. The Employee shall report to the Board and such specific commissioners as may be designated by the Board from time to time in its discretion.

- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs and services.

3. **Term.** The term of this Agreement shall be from January 1, 2023 until December 31, 2025 unless this Agreement is terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least 30 calendar days prior written notice to the other party, provided there are at least 30 calendar days remaining before the contract expires on December 31, 2024. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board for "cause" as defined below.

4. **Termination.** The Employee's employment contract may be terminated without cause by a majority vote of the total number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If the termination is without cause, the Employee will be entitled to return to his former at-will Equalization Director position. In the event the Employee returns to this position, the employment relationship will be governed by the then current policies and procedures in place.

The Employees employment contract may also be terminated by Board "with cause" by a two-thirds (2/3) vote of the number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If Employee is terminated with cause, the Board may by a vote of two-thirds vote of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b) also – without violating this Agreement -- elect to decline to return the Employee to his former full-time Equalization Director at-will position. Within this context only, and for the limited purposes of this Agreement -- "with cause" shall be narrowly defined to not include incompetence, neglect of duty, insubordination or other acts of ordinary omission. Rather, "for cause" is defined for this Agreement only as a termination because of the Employee's personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, or willful violation of any law, rule or regulation including acts such as, but not limited to:

- a. conviction of or pleading guilty or no contest to a felony;
- b. conviction of or pleading guilty or no contest to a misdemeanor which, in the sole discretion of the Board, impairs the Employee's ability to effectively perform his job duties;
- c. embezzlement;
- d. dishonesty for gain;
- e. theft;
- f. misappropriation of funds;
- g. reporting to work or working in an intoxicated condition or under the influence a controlled substance;
- h. illegal activity on the County's premises during work or non-work hours;
- i. sexual harassment or illegal discrimination of employees or third-parties.

In the event the Employee's employment is terminated by the Board with cause and the Employee disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The County shall pay all costs associated with the per diem charged by the Arbitrator. Each party shall bear the individual costs associated with filing fees and counsel. The arbitrator shall have no authority to reinstate the Employee, or to add to, subtract from, or modify this Agreement, nor provide the Employee any compensation or benefits in excess of those which are authorized under this Agreement. Employee agrees that any arbitration, action or suit against the County, Board, any elected or appointed official of the County or Board, or any employee of the County arising out of Employee's employment or termination of employment, including but not limited to claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Employee expressly waives any limitation periods to the contrary.

5. Return of Property. Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and shall sign a statement verifying return of such property.

6. Compensation. In addition to the salary fixed by the Board for the Equalization Director Position, Employee shall receive a gross additional sum of six hundred and thirty dollars per week for calendar year 2023; the sum of six hundred and sixty one dollars and fifty cents per week for calendar year 2024; and the sum of six hundred and ninety four dollars and fifty-eight cents per week for calendar year 2025.

7. Fringe Benefits. Effective upon eligibility, the Employee shall be entitled to the same fringe benefits as provided by the Board to its other similarly situated Employees.

8. Bonding. The Board shall bear the full cost of any fidelity or other bonds required of the Administrator under law.

9. Non-Discrimination. The Employee, as required by law, shall not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII of the Civil Rights Act of 1964. Breach of this covenant may be regarded as a material breach of this Agreement.

10. Compliance with the Law. The Employee shall perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

11. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is further understood that no Board personnel has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

12. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District.

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

14. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

15. **Modification of Agreement.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

16. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

18. **Certification.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

COUNTY OF WEXFORD:

By: _____
_____ – CHAIRPERSON
COUNTY BOARD OF COMMISSIONERS

Dated: _____

EMPLOYEE:

By: _____
CLIFFORD (JOE) PORTERFIELD – ADMINISTRATOR

Dated: _____

**COUNTY OF WEXFORD
DUAL-EMPLOYED DEPUTY COUNTY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is entered into this ___th day of January, 2022, by and between **County of Wexford**, a municipal corporation and political subdivision of the State of Michigan acting through the Wexford County Board of Commissioners ("Board") and Jami Bigger ("Employee").

WITNESSETH:

WHEREAS, the Board requires the services of a qualified person to serve as the Wexford Deputy County Administrator for a three year period commencing January 1, 2023; and

WHEREAS, Employee is currently employed as the Human Resources Director and has in the past served at request of the Board as interim co-County Administrator; and

WHEREAS, the Board has appointed a County Administrator and desires Employee to serve both as Human Resources Director and Deputy County Administrator. Employee desires to provide such services and is qualified to perform the same.

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

1. **Employment.** The Employee shall be employed as the Deputy County Administrator of Wexford County ("County") upon the terms and conditions hereinafter set forth. It is expressly understood and agreed by the Board and the Employee that the Deputy County Administrator position shall be an "at-will" employee of the Board, serving at the pleasure of the Board pursuant to MCL 46.11(o). Either the Employee or the Board may terminate this Agreement without cause as provided hereunder at which time, the Employee will be eligible to return to her full time former position as Human Resources Director as provided in this Agreement.

2. **Duties.**

A. The Employee shall perform such duties and responsibilities as required and directed by the County Administrator or the Board and in accordance with the laws of the State of Michigan, and shall perform such other duties and functions as may be required. The Employee agrees that at all times she will faithfully and to the best of her ability, experience and talents perform all the duties that may be required. The Employee shall report directly to the County Administrator, but may be designated to report directly to Board and such specific commissioners as may be designated by the County Administrator or Board from time to time in its discretion.

- B. The Employer reserves the right to delineate and assign further duties and functions for the Employee as it deems necessary and in the best interest for the administration of its programs and services.

3. **Term.** The term of this Agreement shall be from January 1, 2023 until December 31, 2025 unless this Agreement is terminated by either the Board or Employee, with or without cause, pursuant to the termination provisions of this Agreement. Each party will provide at least 30 calendar days prior written notice to the other party, provided there are at least 30 calendar days remaining before the contract expires on December 31, 2025. The Board may waive the Employee's notice requirement. Such notice shall not be required if the Employee is terminated by the Board "for cause" as defined below.

4. **Termination.** The Employee's employment contract may be terminated without cause by a majority vote of the total number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If the termination is without cause, the Employee will be entitled to return to her former at-will Human Resources Director position. In the event the Employee returns to this position, the employment relationship will be governed by the then current policies and procedures in place.

The Employee's employment contract may also be terminated by Board "with cause" by a two-thirds (2/3) vote of the number of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b). If Employee is terminated with cause, the Board may by a vote of two-thirds vote of the County's Board members, elected and serving, at a meeting held in compliance with the Open Meetings Act (MCL 46.13b) also – without violating this Agreement -- elect to decline to return the Employee to her former full-time Human Resources Director at-will position. Within this context only, and for the limited purposes of this Agreement -- "with cause" shall be narrowly defined to not include incompetence, neglect of duty, insubordination or other acts of ordinary omission. Rather, "for cause" is defined for this Agreement only as a termination because of the Employee's personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, or willful violation of any law, rule or regulation including acts such as, but not limited to:

- a. conviction of or pleading guilty or no contest to a felony;
- b. conviction of or pleading guilty or no contest to a misdemeanor which, in the sole discretion of the Board, impairs the Employee's ability to effectively perform her job duties;
- c. embezzlement;
- d. dishonesty for gain;
- e. theft;
- f. misappropriation of funds;
- g. reporting to work or working in an intoxicated condition or under the influence a controlled substance;
- h. illegal activity on the County's premises during work or non-work hours;
- i. sexual harassment or illegal discrimination of employees or third-parties.

In the event the Employee's employment is terminated by the Board with cause and the Employee disputes same, that dispute shall be submitted to binding arbitration in accordance with the Employment Dispute Resolution Rules established by the American Arbitration Association. The County shall pay all costs associated with the per diem charged by the Arbitrator. Each party shall bear the individual costs associated with filing fees and counsel. The arbitrator shall have no authority to reinstate the Employee, or to add to, subtract from, or modify this Agreement, nor provide the Employee any compensation or benefits in excess of those which are authorized under this Agreement. Employee agrees that any arbitration, action or suit against the County, Board, any elected or appointed official of the County or Board, or any employee of the County arising out of Employee's employment or termination of employment, including but not limited to claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Employee expressly waives any limitation periods to the contrary.

5. Return of Property. Upon termination of employment, the Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Board, which the Employee may possess or control, and shall sign a statement verifying return of such property.

6. Compensation. In addition to the salary fixed by the Board for the Human Resources Director Position, Employee shall receive a gross additional sum of four hundred and seventy two dollars and fifty cents per week for calendar year 2023; the gross sum of four hundred and ninety six dollars and thirteen cents per week for calendar year 2024; and the gross sum of five hundred and twenty dollars and ninety-four cents per week for calendar year 2025.

7. Fringe Benefits. Effective upon eligibility, the Employee shall be entitled to the same fringe benefits as provided by the Board to its other similarly situated Employees.

8. Bonding. The Board shall bear the full cost of any fidelity or other bonds required of the Deputy Administrator under law.

9. Non-Discrimination. The Employee, as required by law, shall not discriminate against any person seeking services from the County or against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, or because of race, color, height, weight, marital status, religion, national origin, age, or sex. Discrimination against an individual because of gender identity, including transgender status, or because of sexual orientation is discrimination because of sex in violation of Title VII of the Civil Rights Act of 1964. Breach of this covenant may be regarded as a material breach of this Agreement.

10. Compliance with the Law. The Employee shall perform all duties and obligations hereunder in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

11. **Complete Agreement.** This Agreement constitutes the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede any and all prior contracts, oral or written, between the parties, if any. It is further understood that no Board personnel or County employee has authority to enter into any employment contract with the Employee for any specified period of time, or to make any agreement contrary to the provisions herein, except when the same is approved by a formal action of the Board.

12. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the Employer, or the Employer is made a party thereof, the parties acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District.

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

14. **Assignment or Subcontracting.** The Employee may not assign, subcontract or otherwise transfer any duties and/or obligations under this Agreement.

15. **Modification of Agreement.** Modifications, amendments, or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

16. **Disregarding Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Invalid Provisions.** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.

18. **Certification.** The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

COUNTY OF WEXFORD:

By: _____
_____ – CHAIRPERSON
COUNTY BOARD OF COMMISSIONERS

Dated: _____

EMPLOYEE:

By: _____
JAMI BIGGER –DEPUTY ADMINISTRATOR

Dated: _____