



## Wexford County

### FINANCE & APPROPRIATIONS COMMITTEE

*Mike Musta, Chair*

#### **NOTICE OF MEETING**

The Finance and Appropriations Committee of the Wexford County Board of Commissioners will hold a regular meeting on Thursday, July 13, 2023, beginning at 4:00 p.m. in the Commissioners' Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

#### **TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JUNE 28, 2023, REGULAR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*Designated for topics on the agenda only.*
- G. AGENDA ITEMS
  - 1. Approval of the Claims (*Clerk's Office*)
  - 2. Year – to – Date Revenue and Expense Reports.....3
  - 3. Kalkaska County Inmate Housing Agreement.....6
  - 4. Real Estate Agreement..... 13
  - 5. Cadillac Janitorial Contract Extension..... 19
- H. CORRESPONDENCE
- I. ADMINISTRATOR'S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
**FINANCE & APPROPRIATIONS COMMITTEE MEETING**  
REGULAR MEETING MINUTES  
June 28, 2023

The regular meeting was called to order by Chair Michael Musta at 4:00 p.m., in the Commissioners' Room, Third Floor, Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Michael Musta, Brian Potter, Gary Taylor, and Julie Theobald  
Members Absent: None  
Also Present: Stephany Anderson, Office Manager Public Defenders; Travis Baker, Central Dispatch Deputy Director; Robert Champion, Wexford/Missaukee Public Defender; Megan Kujawa, Sr. Exec. Admin. Assistant; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Joe Porterfield, Administrator/Equalization Director; and Corey Wiggins, Prosecuting Attorney

**ADDITIONS OR DELETIONS TO THE AGENDA**

**ADDED:** G.5. Central Dispatch Request for Additional Dispatcher and G.6. Networks Northwest – MiWorks Lake Street Lease Agreement

**APPROVAL OF THE AGENDA**

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

**APPROVAL OF THE MINUTES**

A motion was made by Comm. Theobald and supported by Comm. Taylor to approve the June 08, 2023 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

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

A motion was made by Comm. Potter and supported by Comm. Theobald to approve paying the bills in the amount of \$409,611.12. A vote was called, all in favor. Motion passed, 4-0.

***G.2. Fiscal Year 2024 Budget Calendar***

A motion was made by Comm. Taylor and supported by Comm. Potter to forward a recommendation to the full board to approve the Fiscal Year 2024 Budget Calendar Draft. A vote was called, all in favor. Motion passed, 4-0.

***G.3. MIDC Compliance Plan for Fiscal Year 2024***

A motion was made by Comm. Theobald and supported by Comm. Taylor to forward a recommendation to the full board to approve the application for MIDC Compliance Plan for Fiscal Year 2024. A vote was called, all in favor. Motion passed, 4-0.

***G.4. Networks Northwest Fiscal Year 2024 Appropriations Request***

A motion was made by Comm. Potter and supported by Comm. Theobald to forward a recommendation to the full board to approve Networks Northwest Fiscal Year 2024 Appropriations request in the amount of \$4,695.00. A vote was called, all in favor. Motion passed, 4-0.

**G.5. Central Dispatch Request for Additional Dispatcher**

A motion was made by Comm. Taylor and supported by Comm. Theobald to forward a recommendation to the full board to approve adding a tenth dispatcher position to Central Dispatch's employee roster. A vote was called, all in favor. Motion passed, 4-0.

Comm. Potter stated that it was approved to send to the Board at HR but he wanted to follow policy. It is within Central Dispatch's budget.

**G.6. Networks Northwest – MiWorks Lake Street Lease Agreement**

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the lease agreement with Networks Northwest for Michigan Works office space at 401 N. Lake St., from July 1, 2023 through December 31, 2023. A vote was called, all in favor. Motion passed, 4-0.

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Mr. Porterfield informed the committee that the audit was turned in today. He stated that when looking at numbers for the upcoming budget to consider paying down the pension deficit.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

A motion was made by Comm. Taylor and supported by Comm. Potter to adjourn the meeting at 4:05 p.m.

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Michael Musta, Chair

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Megan Kujawa, Recording Secretary

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY

PERIOD ENDING 06/30/2023

% Fiscal Year Completed: 49.59

GL #	DESCRIPTION	2023 AMENDED BUDGET	YTD JUNE 2023 NORM (ABNORM)	ACTIVITY FOR JUNE 2023 INCREASE (DECREASE)	AVAILABE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
101	COMMISSIONERS	118,769.00	56,314.77	9,217.75	62,454.23	47.42
131	CIRCUIT COURT	359,679.00	156,927.03	25,823.80	202,751.97	43.63
136	DISTRICT COURT	682,559.00	326,691.79	55,211.51	355,867.21	47.86
141	FRIEND OF THE COURT	1,061,553.00	435,803.59	98,230.16	625,749.41	41.05
147	JURY COMMISSION	5,300.00	3,057.78	2,635.04	2,242.22	57.69
148	PROBATE COURT	691,948.00	306,933.93	49,889.95	385,014.07	44.36
149	PROBATE COURT	0.00	270.00	0.00	(270.00)	100.00
151	PROBATION AND PAROLE	2,700.00	638.64	253.48	2,061.36	23.65
166	CIRCUIT COURT FAMILY COUNS.	65,055.00	27,705.80	4,863.12	37,349.20	42.59
168	PUBLIC DEFENDER	271,380.00	124,167.80	15,988.99	147,212.20	45.75
172	COUNTY ADMINISTRATION	137,351.00	57,693.31	9,839.30	79,657.69	42.00
191	ELECTIONS	29,550.00	1,337.07	38.54	28,212.93	4.52
215	COUNTY CLERK	380,095.00	158,958.37	26,863.89	221,136.63	41.82
225	EQUALIZATION	560,794.00	251,597.01	50,996.22	309,196.99	44.86
229	PROSECUTING ATTORNEY	774,779.00	296,883.53	46,850.68	477,895.47	38.32
230	PROS ATTNY CO-OP REIMB	73,544.00	32,847.38	6,858.16	40,696.62	44.66
236	REGISTER OF DEEDS	336,178.00	142,604.42	24,514.49	193,573.58	42.42
245	STATE SURVEY & REMONUMENTATION	49,898.00	8,500.00	4,500.00	41,398.00	17.03
253	COUNTY TREASURER	430,002.00	187,485.01	32,734.39	242,516.99	43.60
265	BUILDING AND GROUNDS	491,380.00	199,056.36	32,922.86	292,323.64	40.51
266	HUMAN SERVICES BLDG	130,000.00	59,821.17	7,354.24	70,178.83	46.02
267	HUMAN RESOURCES DEPARTMENT	87,344.00	40,304.01	7,563.75	47,039.99	46.14
268	DISTRICT HEALTH DEPARTMENT	88,200.00	44,990.67	5,406.61	43,209.33	51.01
270	JAIL - BLDG/GRDS	239,500.00	120,999.94	15,126.13	118,500.06	50.52
271	JAIL - BLDG/GRDS CARMEL ST	3,300.00	2,072.01	381.60	1,227.99	62.79
272	MAINT/STORAGE - BLDG/GRDS	6,770.00	4,130.08	300.92	2,639.92	61.01
275	DRAIN COMMISSION	105,980.00	16,976.28	3,311.52	89,003.72	16.02

GL #	DESCRIPTION	2023 AMENDED BUDGET	YTD JUNE 2023 NORM (ABNORM)	ACTIVITY FOR JUNE 2023 INCREASE (DECREASE)	AVAILABE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
Expenditures						
282	DEPT OF AGRICULTURE	120,000.00	112,733.15	0.00	7,266.85	93.94
287	ARPA Direct Payment	412,869.00	307,804.92	63,810.00	105,064.08	74.55
290	GEN SERVICES ADMINISTRATION	817,800.00	565,320.39	113,551.44	252,479.61	69.13
301	SHERIFF	2,905,753.50	1,185,629.94	186,195.21	1,720,123.56	40.80
315	SECONDARY ROAD PATROL	129,353.00	21,500.71	5,086.93	107,852.29	16.62
331	MARINE	33,360.00	1,339.52	669.76	32,020.48	4.02
333	FEDERAL FOREST	4,000.00	1,329.99	721.15	2,670.01	33.25
334	SNOWMOBILE	35,703.00	10,695.77	0.00	25,007.23	29.96
335	ORV GRANT	31,271.00	4,754.39	692.87	26,516.61	15.20
351	JAIL	3,235,889.50	1,267,901.52	228,054.67	1,967,987.98	39.18
362	STATE GRANT PA 511	120,000.00	55,686.15	10,266.50	64,313.85	46.41
363	ENHANCEMENT	154,318.00	61,725.84	11,473.57	92,592.16	40.00
426	EMERGENCY MANAGEMENT	96,990.00	38,735.26	5,883.57	58,254.74	39.94
526	SANITARY LANDFILL	66,600.00	4,657.50	699.00	61,942.50	6.99
605	CONTAGIOUS DISEASES	500.00	0.00	0.00	500.00	0.00
648	MEDICAL EXAMINER	99,900.00	30,007.03	777.00	69,892.97	30.04
681	VETERANS BURIAL	10,000.00	6,000.00	1,200.00	4,000.00	60.00
861	FRINGE BENEFITS	0.00	28,567.59	22,963.57	(28,567.59)	100.00
965	TRANSFERS	1,071,515.00	630,961.86	262,838.67	440,553.14	58.89
966	APPROPRIATIONS	603,000.00	282,865.55	2,083.33	320,134.45	46.91
<b>Fund 101 - GENERAL FUND:</b>						
<b>TOTAL REVENUES</b>		17,132,430.00	4,757,401.90	2,164,306.84	12,375,028.10	27.77
<b>TOTAL EXPENDITURES</b>		17,132,430.00	7,682,984.83	1,454,644.34	9,449,445.17	44.84

REVENUE AND EXPENDITURE REPORT FOR WEXFORD COUNTY  
 PERIOD ENDING 06/30/2023  
 % Fiscal Year Completed: 49.59

GL # DESCRIPTION	2023 AMENDED BUDGET	YTD JUNE 2023 (ABNORM)	ACTIVITY FOR JUNE 2023 INCREASE (DECREASE)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 225 - ANIMAL CONTROL					
TOTAL REVENUES	335,333.00	236,205.29	611.00	99,127.71	70.44
TOTAL EXPENDITURES	335,333.00	118,002.27	16,734.24	217,330.73	35.19
Fund 243 - COURT SECURITY FUND:					
TOTAL REVENUES	137,222.00	61,658.47	10,585.17	75,563.53	44.93
TOTAL EXPENDITURES	137,222.00	54,442.89	7,121.26	82,779.11	39.68
Fund 249 - BUILDING INSPECTIONS DEPT.:					
TOTAL REVENUES	267,000.00	141,021.14	34,147.23	125,978.86	52.82
TOTAL EXPENDITURES	197,340.00	81,869.88	13,822.03	115,470.12	41.49
Fund 259 - INDIGENT DEFENSE FUND:					
TOTAL REVENUES	1,267,215.00	515,363.23	0.00	751,851.77	40.67
TOTAL EXPENDITURES	1,267,215.00	509,598.31	86,598.72	757,616.69	40.21
Fund 261 - 911-WIRELESS:					
TOTAL REVENUES	1,400,000.00	247,223.29	2,995.87	1,152,776.71	17.66
TOTAL EXPENDITURES	1,131,705.00	524,789.02	76,844.23	606,915.98	46.37
Fund 292 - CHILD CARE FUND:					
TOTAL REVENUES	523,000.00	66,303.26	1,345.11	456,696.74	12.68
TOTAL EXPENDITURES	523,000.00	182,948.59	22,681.06	340,051.41	34.98
TOTAL REVENUES - ALL FUNDS	3,929,770.00	1,267,774.68	49,684.38	2,661,995.32	32.26
TOTAL EXPENDITURES - ALL FUNDS	3,591,815.00	1,471,650.96	223,801.54	2,120,164.04	40.97

**AGREEMENT**

**BETWEEN**

**WEXFORD COUNTY / WEXFORD COUNTY SHERIFF**

**AND**

**KALKASKA COUNTY / KALKASKA COUNTY SHERIFF**

**FOR**

**HOUSING KALKASKA COUNTY PRISONERS IN WEXFORD COUNTY JAIL**

**FOR PERIOD COVERING January 1st, 2023 through December 31, 2024.**

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**AGREEMENT**  
**TO**  
**HOUSE KALKASKA COUNTY PRISONERS**  
**IN WEXFORD COUNTY JAIL**

**THIS AGREEMENT**, made and entered into this 21<sup>st</sup> day of June, 2023, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereafter referred to as "Wexford"), acting on behalf of the **SHERIFF OF WEXFORD COUNTY**, who has offices at the Wexford County Jail, 1015 Lincoln St., Cadillac, Michigan 49601 (hereinafter referred to as "Wexford Sheriff"), and the **COUNTY OF KALKASKA** a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as "Kalkaska"), acting on behalf of the **SHERIFF OF KALKASKA COUNTY**, Who has offices at the Kalkaska County Jail, Michigan (hereinafter referred to as the "Kalkaska Sheriff").

**WITNESSETH:**

**WHEREAS**, Kalkaska and the Kalkaska Sheriff wish to alleviate staffing issues in the Kalkaska Jail by transferring and housing Kalkaska prisoners in the Wexford Jail; and

**WHEREAS**, Wexford and the Wexford Sheriff agree that Kalkaska Sheriff may transfer and house prisoners in the Wexford County Jail, subject to the terms and conditions in the Agreement.

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

1. **AGREEMENT TERM AND TERMINATION.** This agreement shall commence on the 1st day of January 2023, and shall continue through the 31st day of December 2024, at the end of which time this Agreement shall terminate.

Notwithstanding any other provision in this Agreement to the contrary, either Wexford or Kalkaska can terminate this Agreement at any time, with or without cause, by delivery of not less than thirty (30) days prior written notification to the other party.

2. **BED SPACE TO BE PROVIDED AND COMPENSATION.** In consideration of Wexford reserving thirty-five (35) Jail Beds and incarcerating Kalkaska prisoners under the terms of this Agreement, Kalkaska agrees to pay Wexford at a rate of thirty-five DOLLARS (\$35.00), per bed. It is understood, that at times, the actual bed space utilized may be less than the thirty-five (35) reserved beds, due to fluctuations in Kalkaska County's inmate population.

In addition, Kalkaska may utilize all or part of the remaining available Wexford County Jail bed space on an on-call basis only. Kalkaska agrees to pay Wexford at a rate of Thirty-five DOLLARS (\$35) per bed per day for each bed utilized over the thirty-five (35) reserved jail beds.

3. **PAYMENT SCHEDULE.** Kalkaska shall pay Wexford for lodgings for the duration of the contract within thirty (30) days of a billing statement indicating the dates and number of

Kalkaska prisoners housed. Each bill shall be for THIRTY-FIVE AND NO/100 DOLLARS (\$35.00) per bed per day occupied by a Kalkaska inmate.

4. **REMEDIES IF JAIL BECOMES UNINHABITABLE.** In the event the Wexford Jail becomes uninhabitable, due to riot, natural disaster, fire overcrowding, or other factors beyond the control of Wexford, requiring Kalkaska prisoners to be removed from the Wexford Jail, payments shall abate while the Jail is uninhabitable and Kalkaska may exercise either of the following options:

- A. Permitting Wexford, at sole expense, to repair the Wexford Jail to a habitable state and upon completion of such repairs to resume the care and control of Wexford prisoners under the terms and conditions of this Agreement.
- B. Terminating this Agreement in its sole discretion effective on delivery of written notice to Wexford.

5. **TRANSPORTATION OF PRISONERS.** Kalkaska Sheriff shall deliver the Kalkaska prisoners to be housed at the Wexford County Jail and shall turn the prisoners over the custody of the individuals designated by the Wexford Sheriff. The Kalkaska Sheriff shall provide transportation of prisoners to and from court proceedings and a means for a released prisoner's return to Kalkaska if said prisoner upon release cannot obtain transportation.

6. **PRISONER TRANSFER ORDERS.** Kalkaska Sheriff shall furnish the Wexford Sheriff an appropriate transfer order as a legal basis for holding a prisoner at the Wexford Jail on behalf of Kalkaska. Kalkaska County will comply with any MDOC mandates in regards to COVID-19 or any other pandemic orders.

In addition, Kalkaska Sheriff's Office shall provide the receiving County Sheriff's Office with a full transfer packet for all transferred inmates no less than one (2) hours prior to transfer.

The transfer packet referenced in this section shall consist of copies of the following documents:

- A. Transfer Data Sheet
- B. Mug Shot
- C. If an inmate has an account funds balance, print off a check and include in packet
- D. Booking sheet (individual arrest report)
- E. All arrest information (warrant, ticket, arrest report, etc.)
- F. All court paperwork including bonds, sentencings, court dates, etc.
- G. All booking assessments.

7. **PRISONER MEDICAL FILES.** Kalkaska Sheriff shall transmit the medical file and medical clearance file shall be maintained by the Wexford Jail's medical staff, and shall accompany the prisoner on any transfer. The Wexford Sheriff may maintain his own medical records as deemed appropriate and shall implement procedures to protect the confidentiality of

the records and agrees not to release information about Kalkaska prisoners to unauthorized sources or to release information which is protected and/or made confidential by statute.

**8. PRISONERS WITH MEDICAL AND/OR MENTAL HEALTH PROBLEMS.**

Wexford reserves the right to refuse any Kalkaska prisoner determined by Wexford Jail's medical personnel to be unacceptable for incarceration in Wexford Jail due to acute medical or surgical problems or serious mental health problems.

**9. MEDICAL COSTS.**

- A. The boarding rate per bed day includes all routine prisoner incarceration costs including intake physicals and assessment done by the Wexford Jail Medical Staff.
- B. Any additional medical needs deemed necessary by the Wexford Jail Medical Staff will be paid by Kalkaska. This is to include, but not be limited to, prescriptions, hospitalizations, tests, and laboratory, dental and optical services.
- C. Prior to any off-site non-emergency medical treatment for Kalkaska's prisoners, treatments must first be approved by Kalkaska.
- D. If a Kalkaska inmate has a medical emergency requiring off-site medical care at the hospital taking less than four (4) hours, Wexford Sheriff's Office will provide staffing. If an off-site emergency hospital stay is longer than four (4) hours, the Wexford County Sheriff's Office shall contact the Kalkaska County Sheriff's Office and the Kalkaska County Sheriff's shall provide the staffing to take over the hospital detail.

**10. TYPES OF QUALIFIED INMATES.** Wexford will house Kalkaska prisoners which qualify in any Classification category. Wexford will not lodge any juvenile inmates.

**11. INMATE PROPERTY.** Wexford County will not store property of Kalkaska County prisoners who are lodged in the Wexford Jail.

**12. DEATH OF KALKASKA PRISONERS.** If a Kalkaska prisoner dies while in the custody of the Wexford Sheriff, the Wexford Sheriff shall notify the Kalkaska Sheriff. Kalkaska shall be responsible for the disposition of the body of the deceased prisoner and any costs thereof, including the cost of autopsy, and any costs incurred by Wexford prior to the Kalkaska Sheriffs receiving the prisoner's body; if it is determined by the Medical Examiner performing the autopsy that the death resulted from natural causes. If the death of a Kalkaska prisoner is determined by the Medical Examiner performing the autopsy on the deceased to be of unnatural causes, Wexford shall pay the cost of disposition of the body and other costs relating to the death of the prisoner, including the cost of the autopsy.

**13. CHOICE OF LAW.** This Agreement and its performance shall be construed in accordance with, and governed by, the laws of the State of Michigan.

14. **COMPLIANCE WITH THE LAW.** The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, those regulating the transporting, housing and care of prisoners.

15. **NONDISCRIMINATION.** The parties to this Agreement shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination. The parties to this Agreement, as required by law, shall not discriminate against and 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 race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. Breach of this section shall be regarded material breach of this Agreement.

16. **LIABILITY INSURANCE.** Both Wexford and Kalkaska shall procure, pay the premiums on, keep and maintain during the term of this Agreement liability insurance of appropriate types and amounts to cover liability arising from the activities which they are to perform under this Agreement.

17. **COLLECTIVE BARGAINING.** It is expressly understood and agreed by Wexford And Kalkaska that the requirements of this Agreement shall not be construed as in any way affecting the collective bargaining agreements of either County.

18. **WAIVERS.** No failure or delay on the part of any of the parties of this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, not 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.

19. **AMENDMENTS.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Kalkaska, and the Wexford Sheriff and the Kalkaska Sheriff, signed by their authorized representatives.

20. **ASSIGNMENT OR SUBCONTRACTING.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of Wexford, Kalkaska, and the Wexford Sheriff and the Kalkaska Sheriff, signed by their authorized representatives.

21. **TITLES SECTIONS.** 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.

22. **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between parties. No other agreements, including prior 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.

**23. SEVERABILITY OF PROVISIONS.** If any part of this Agreement is rendered invalid or unenforceable because of any Federal or State statute or regulation or by a court having appropriate jurisdiction ruling a provision or clause invalid, unconstitutional or beyond the authority of either Wexford, Kalkaska, Wexford Sheriff or Kalkaska Sheriff to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If, however, the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found to be invalid, unenforceable, unconstitutional or beyond the authority of the parties, and Wexford shall reimburse for all services provided under this Agreement up to the effective date of termination.

**24. CERTIFICATION OF AUTHORITY.** 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 the parties that they represent and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF,** the authorized representatives of the parties to this Agreement have fully executed this Agreement as of the date first above written.

**COUNTY OF KALKASKA**

By: Kohn Fisher  
Kohn Fisher, Chairperson  
County Board of Commissioners

Date: 6-21-23

By: Patrick Whiteford  
Patrick Whiteford, Sheriff

Date: 6-30-23

**COUNTY OF WEXFORD**

By: \_\_\_\_\_  
Gary Taylor, Chairperson  
County Board of Commissioners

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

By: \_\_\_\_\_  
Trent Taylor, Sheriff

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

APPROVED AS TO FORM FOR COUNTY OF KALKASKA:  
COHL, STOKER & TOSKEY, P.C.  
By: DONALD J. KULHANEK  
On: June 1, 2023

N:\Client\Kalkaska\Agreements\Wexford Co. Jail\Wexford Jail Housing Contract 23-24 - Unapproved r1.docx  
Kalkaska Co. #23-007E

**REAL ESTATE SALES AGREEMENT BETWEEN THE COUNTY  
OF WEXFORD AND THOMAS & AMY SCHMID**

This real estate sales agreement (the "Agreement") is entered into on June 30<sup>th</sup>, 2023 by and between **Thomas Allen Schmid and Amy Colleen Schmid** 205 East Pine Street, Cadillac, Michigan ("Sellers"), and **Wexford County**, a municipal corporation and political subdivision of the State of Michigan, 437 East Division Street, Cadillac Michigan ("Buyer"), on the terms and conditions set forth below.

1. **Background.** Sellers are owners of a parcel of vacant real property designated PARCEL 10-088-00-024-00 LOT 25 ROSEDALE PARK PLAT CITY OF CADILLAC, as described in Exhibit A which Buyer wishes to purchase (the "Premises"). This Agreement sets forth the terms and conditions on which Buyer agrees to purchase the Premises from Sellers.
2. **Purchase and sale.** Sellers agree to sell the Premises to Buyer, and Buyer agrees to purchase the Premises from Seller, together with all easements, rights, hereditaments, and appurtenances, on the terms and conditions set forth below. If this Agreement is approved by the Wexford County Board of Commissioners and, further, if Buyer does not elect to terminate this Agreement during the Due Diligence Period this Agreement shall become binding on Buyer to purchase the Premises.
3. **Purchase price.** At closing, Buyer shall pay Sellers a purchase price for the Premises of NINE THOUSAND 00/100 Dollars (**\$9,000.00**) in immediately available funds ("Purchase Price").
4. **Earnest money deposit.** There shall be no earnest money deposit.
5. **Due diligence and approval time periods.** Buyer shall have the right to conduct a due diligence review of the Premises as follows:
  - A. The term Due Diligence Period shall mean the 90-day period beginning with the Effective Date of this Agreement. Buyer may elect to extend this Due Diligence Period for an additional period of 30 days to provide more time, for a total of 120 days, by delivering written notice of that election to extend to Sellers (the Extension Notice).
  - B. If, on or before the expiration of the Due Diligence Period, Buyer gives notice to Sellers that Buyer elects to terminate this Agreement, this Agreement will automatically terminate and neither Sellers nor Buyer shall have any further rights or obligations under this Agreement. If Buyer fails to give either an Extension Notice or a notice of termination of this Agreement within the Due Diligence Period, Buyer shall be obligated to close on the terms stated in this Agreement without further extensions.
  - C. During the Due Diligence Period, buyer may undertake the review it deems necessary for the purchase, including survey, zoning, and other development matters. Buyer shall be entitled to undertake inspections of the Premises, including inspections for a phase I and, if necessary, a phase II environmental assessment

and soil borings and soil testing of the Premises for environmental or pre-construction purposes. All such inspections and tests shall be undertaken only at Buyers expense, except as may be otherwise agreed upon by the parties in writing, and only in such manner as to cause no damage or injury to the Premises. Buyer shall restore and/or repair any damage to the Premises caused by such inspections or testing, and Buyer shall hold Sellers harmless with respect to any costs or liabilities arising from the undertaking of such inspections and testing.

6. **Buyer's access to premises.** During the Due Diligence Period, Buyer and its respective employees, agents, contractors, and invitees shall have reasonable access to the Premises for the purpose of inspecting and evaluating the Premises. While Buyer or its employees, agents, contractors, or invitees are on the Premises, (a) they shall not unreasonably interfere with any use of the Premises by Sellers; and (b) Sellers shall not be liable for any damage, loss, or injury caused by Buyer's agents. On completion of all such inspections and evaluations, Buyer shall return the Premises substantially to their prior condition.
7. **Closing date and possession.** Buyer and Sellers shall close the sale and purchase of the Premises from Sellers to Buyer (the Closing) within 30 days after the end of the Due Diligence Period. The Closing shall take place at the offices of the selected title company in Michigan, or at another location mutually agreeable to Sellers and Buyer.

Title to the Premises shall be good and marketable and free and clear of all liens and encumbrances. Between the date of this and ending on the earlier of Closing or termination of this Agreement, Sellers agrees that they will take no voluntary action to convey any interest in the Premises to anyone other than Buyer nor will Sellers encumber the Premises .

8. **Delivery of Documents.** On the signing of this Agreement, Sellers shall deliver to Buyer a copy of the following documents:
  - A. a copy of the title insurance commitment for an owner's policy for the Premises prepared by Lakeside Title.
9. **Taxes and assessments.** current real estate taxes shall be prorated as of the date of Closing between Sellers and Buyer based on the due date of the respective taxing authority. However, for purposes of this proration, taxes shall be deemed paid in advance. Sellers and Buyer understand and acknowledge that the amount of any past due real estate taxes on the Premises not paid by the date of Closing may be deducted from the Purchase Price paid at Closing and be paid to the respective taxing authority at Closing.
10. **Form of conveyance.** At Closing, Sellers shall grant and convey legal title to the Premises to Buyer pursuant to a warranty deed, subject only to the easements, covenants, conditions, and restrictions of record as shown on the title commitment delivered to Buyer as stated above. The deed shall state the consideration.

11. **Warranties of Sellers.** Except as otherwise provided or acknowledged in this Agreement, Sellers will represent and warrant to Buyer at closing, which representations and warranties survive closing, as follows:

- A. Marketable title to the Premises shall be transferred to Buyer on the closing date, free from liens, encumbrances, claims of others, unless otherwise specified herein or in the Warranty Deed given and accepted at closing.
- B. Performance of the obligations of Sellers under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Sellers or the Premises.
- C. There is no litigation or proceeding pending, or to the Sellers, knowledge threatened, against or involving the Sellers or Premises, and the Sellers does not know of any ground for any such litigation or proceeding, which could have a material adverse impact on Buyer or Buyer's title to the Premises.
- D. Sellers shall continue its current insurance of the improvements on the Premises and maintain the Premises in its current condition during the interim period between the acceptance of this Agreement and the closing date.
- E. Sellers is not aware of any latent defects on the Premises not previously disclosed.
- F. The Premises will be vacant and free of leases at the time of Closing.
- H. Sellers have full right, power and authority to enter this Agreement and to sell, transfer and deliver to the Buyer the Premises in accordance with the terms of this Agreement, and otherwise to consummate and close the transaction provided for in this Agreement in the manner and upon the terms herein specified.

12. **Warranties of Buyer.** Except as otherwise provided or acknowledged in this Agreement, Buyer will represent and warrant to Sellers at closing, which representations and warranties survive closing, as follows:

- A. The performance of the obligations of Buyer under this Agreement will not violate any contract, indenture, statute, ordinance, judicial or administrative order or judgment applicable to Buyer.
- B. There is no litigation or proceeding pending, or to Buyer's knowledge threatened, against or involving Buyer, and Buyer does not know of any ground for any such litigation or proceeding, which could have an adverse impact on Sellers or Seller's interest under this Agreement.
- C. Except as otherwise provided or acknowledged in this Agreement or any documents executed at closing, after Buyer completes Buyer's due diligence in accordance with Section 5 of this Agreement, Buyer acknowledges that if Buyer proceeds to closing Buyer is purchasing the Premises , and any and all buildings



and improvements located on the Premises that are included in the sale, "as is" in its current physical condition and "where is" as to location.

13. **Board Approval.** This Agreement and Buyer's obligation to close hereunder is contingent upon Buyer obtaining final approval from the Wexford County Board of Commissioners. Buyer will notify the Sellers of receipt of said approval.
14. **Condemnation.** If all or any portion of the Premises are taken by the exercise of eminent domain or condemnation proceedings before Closing, Buyer may, at its option, terminate this Agreement by giving written notice to Seller. In the event of a condemnation proceeding as a result of which Buyer elects to terminate this Agreement, any deposit paid by Buyer shall be returned to Buyer. In the event of such a termination, this Agreement shall be null and void, and the parties shall have no further rights or obligations under this Agreement. If Buyer does not elect to terminate this Agreement in the event of the exercise of eminent domain, the Buyer shall accept title to the Premises without any reduction of the Purchase Price, and Sellers shall assign to Buyer at Closing all of Seller's right, title, and interest in and to any resulting condemnation award.
15. **Sellers default.** In the event of any default by Sellers that continues without cure for 10 days after delivery by Buyer of notice to Seller, Buyer shall have the right (but not the obligation) to terminate this Agreement by notice to Sellers within 15 days after the end of the cure period allowed to Sellers, or Buyer shall have, as its sole remedy, the right to enforce this Agreement by an action for specific performance.
16. **Buyer's default.** In the event of any default by Buyer that continues without cure for 10 days after the delivery by Sellers of notice to Buyer, Sellers shall have the right (but not the obligation) to terminate this Agreement by notice to Buyer within 15 days after the end of the cure period allowed to Buyer, or Sellers shall have, as its sole remedy, the right to enforce this Agreement by an action for specific performance.
17. **Closing.** Sellers or the Title Company shall prepare the closing documents and deliver them to Buyer for review and approval at least 10 days before closing.

At closing, Sellers shall be responsible for the payment of the state and county transfer taxes; the title insurance premium to issue a policy pursuant to the title commitment referenced above (and the costs of any recording fees to record any documents to clear title.

Buyer shall pay the fees necessary to record the deed and any other documents to transfer title.

Buyer and Sellers shall each pay their own attorney and other professional fees, and each shall pay one-half of any closing costs charged by any closing agent

18. **Real estate broker.** Each party represents that it has not engaged the services of a real estate broker.

19. **Notices.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or facsimile transmission and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a facsimile transmission number to the other two as provided in this section.
20. **Extensions.** Either party may, upon written request of the other party, grant written extensions of due dates found in this Agreement.
21. **Entire agreement.** This Agreement and its exhibits constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and all prior agreements with respect to the Premises between the parties, whether written or oral, shall be of no further force and effect. This Agreement may not be modified except by a written document signed by Sellers and Buyer.
22. **Applicable law.** This Agreement shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of law principles. Venue for any disputes under this Agreement shall lie in Wexford County, Michigan.
23. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Sellers and Buyer are permitted to assign this Agreement to affiliated business entities that are owned in total by either Sellers or Buyer; but neither party may assign or otherwise transfer its interest under this Agreement to any other third party without the prior approval of the other party to this Agreement.
24. **Counterparts.** This Agreement may be executed in one or two counterparts, each of which will be an original and all of which together constitute one and the same document.
25. **Exhibits.** The following are exhibits to this Agreement:
  - A. Exhibit A—Legal description of the Premises

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

**WITNESS:**

**Wexford County, Michigan**

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 By:  
 Its: Chairperson

**WITNESS:**

Matthew C. VanLyn

Matthew J. VandenBos

[Signature]

Amanda Edwards

**Sellers**

[Signature]

Thomas Allen Schmid

[Signature]

Amy Colleen Schmid

**Exhibit A**

Legal Description of Parcel  
LOT 25 ROSEDALE PARK PLAT CITY OF CADILLAC

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Finance and Appropriations Committee  
**FROM:** Recreation and Building Committee  
**FOR MEETING DATE:** July 11, 2023  
**SUBJECT:** Cadillac Janitorial Contract Extension

SUMMARY OF ITEM TO BE PRESENTED:

The Janitorial Services Agreement with Cadillac Janitorial Services has expired. Following is the current contract for your consideration of extending it.

RECOMMENDATION:

The Recreation and Building Committee forwards a recommendation to the Finance Committee to extend the janitorial contract with Cadillac Janitorial for a six-month period.

**Wexford County**  
**JANITORIAL SERVICES AGREEMENT**

**THIS AGREEMENT**, made and entered into this **1st day of June, 2022**, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division Street, Cadillac, MI. 49601 (hereinafter referred to as the "County"), and **CADILLAC JANITORIAL, INC.**, a Michigan corporation, P.O. Box 622, Cadillac, Michigan 49601 (hereinafter referred to as the "Contractor").

**WHEREAS**, the County desires janitorial services including seasonal exterior snow removal and grounds keeping at the following County buildings:

- A. Courthouse and Annex, 437 E. Division Street;
- B. Lake Street Building, 401 Lake Street;
- C. District Health No. 10, 521 Cobb Street;

**WHEREAS**, the Contractor is a janitorial company with an established and active business record in the State of Michigan; and

**WHEREAS**, the Contractor has submitted proposals pursuant to the RFP to the County to provide the services which the County requires; and

**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

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

- I. **Services to be Provided by the Contractor:** The Contractor shall provide the County with the janitorial pursuant to the RFP. The responsibilities of the Contractor with regard to such services are more fully set forth in the attached Exhibits A through E - Specifications and Bid Responses, which Exhibits A-E are incorporated by reference into this Agreement.
- II. **Manner in Which Services Shall be Provided:** The Contractor agrees that all services conducted pursuant to this Agreement will comply with the specifications in Exhibit A-E with oversight by the Contract Compliance Inspector (hereinafter referred to as the "CCI").
- III. **Agreement Term:** This Agreement shall continue for a term of six (6) months, from **June 1, 2022 through December 1st, 2022**, inclusive. The Contractor shall commence performance **June 1st, 2022**, time being of the essence.
- IV. **Compensation:**  
**Janitorial:** The Contractor's compensation for janitorial services under this Agreement for the six month period of this Agreement shall not exceed the following sums: \$99,502.00 (Ninety Nine Thousand two hundred Fifty Two Dollars.) The County shall pay to the Contractor the compensation stated in Section IV(A) on or about the first day of each month for all janitorial services completed during the previous month, by electronic transfer check made payable to the Contractor.
- V. **Contractor Performance Review:**  
The CCI shall continually monitor the performance of the contractor and convey discrepancies or progress as indicated:
  - 1. It shall be the responsibility of the CCI to bring to the attention of the contractor the next working day any discrepancies identified as being not in compliance

with the specifications set forth in the applicable RFP or other agreed upon documentation.

2. Minor contractual infractions may be reviewed between the CCI and the contractor verbally.
3. The CCI shall reduce identified persistent minor contractual infractions or major discrepancies to a written "Contract Discrepancy Report," as identified in the RFP.
4. The contractor shall respond to verbal or written infractions in the manner in which they were presented by the CCI in a timely manner not to exceed five (5) workdays.
5. The CCI shall provide the contractor with a monthly written evaluation indicating in detail the quality of service provided the County during the preceding thirty (30) days.

**VI. Conflict Resolution:**

If contractual or other issues were to arise between the CCI and the contractor which were not able to be resolved between the parties the following conflict resolution shall be invoked:

1. The issue/issues of the conflict shall be reduced to writing and forwarded to the Office of the Wexford County Administrator, hereinafter referred to as "Administrator".
2. The Administrator shall investigate the facts of the case and make a presentation to the Executive Committee.
3. The presentation shall consist of reviewing written proofs and verbal testimony from the principals involved.
4. If resolution offered by this panel is mutually acceptable to parties' corrections will be affected upon the panel's recommendation.
5. If mutually acceptable solutions are not available the matter will be brought through the Executive Committee and forwarded to the appropriate committee for Board of Commissioner Action.

By engaging in this conflict resolution procedure, the Parties do not waive their respective rights to any other contractual or legal remedy.

**VII. Contractor Personnel Screening:**

Per the RFP all contractor personnel who work inside County facilities are required to have a fingerprint supported background check and a completed "Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations" form (Exhibit F) presented to the CCI prior to working within the facilities.

1. The CCI shall review the responses to the background checks and clear each individual in writing with a copy of this clearance to be filed with both the CCI and the Administrator. Copies of responses to the background checks shall be provided to the Contractor by the CCI.
2. If the background check indicates an arrest and conviction for a misdemeanor the CCI shall inform the Administrator who shall take the response to the Executive Council to determine whether the arrest and conviction is serious enough to deny access to the facilities. If access is granted, the clearance will be filed with both the CCI and the Administrator. If access is denied, the CCI shall provide written notice to the Contractor.
3. If the background check indicates an arrest and conviction for a Felony or a Circuit Court Misdemeanor, the CCI shall inform the Administrator that the individual access is denied to work within county facilities. If access is denied,

the denied clearance will be filed with both the CCI and the Administrator. The CCI shall provide written notice to the Contractor that access is denied.

4. If the CCI becomes aware from any source that an individual seeking access to work for the Contractor within County facilities lacks the moral turpitude compatible with this employment, the CCI shall inform the Administrator who shall take the proofs to the Executive Council to determine whether the character flaw is serious enough to deny access to the facilities. If access is granted, the clearance will be filed with both the CCI and the Administrator. If access is denied, the CCI shall provide written notice to the Contractor.
5. A trial judge or the prosecuting attorney may deny access by any employee of the contractor to court offices of that judge without cause. If a trial judge denies access, the CCI shall provide written notice to the Contractor.

**VIII. Termination:**

**A. For-Cause:** The County may, at any time, upon five (5) days' written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include; gross negligence by the Contractor or the Contractor's employees, willful misconduct by the Contractor or the Contractor's employees, violations by the Contractor or the Contractor's employees of laws, ordinances or County policies while on County property or performing services for the County. It is expressly understood and agreed that by exercising such right of termination the County does not waive any other legal or equitable remedies it may have against the Contractor.

**B. At-Will:** Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County at any time upon delivery of sixty (60) days prior written notice to the Contractor.

**IX. Nondiscrimination:**

The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

**X. Compliance with the Law, Applicable Law, and Venue:**

The Contractor, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Northern Division.

**XI. Contractor:**

It is expressly understood and agreed that the Contractor is a contractor. The Contractor and the employees and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Contractor and its employees and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for the payment of salaries, wages and other compensation due its staff for

services they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor, as required by law, shall carry workers' compensation insurance coverage for any and all employees it may have, and shall provide the County with proof of said coverage.

**XII. Indemnification and Hold Harmless:**

The Contractor shall, at its own expense, indemnify, save and hold harmless the County, and its elected and appointed officials/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 acts, omissions or negligence of the Contractor or any of its employees or agents 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 officials/officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**XIII. Liability Insurance:**

During the term of this Agreement the Contractor shall maintain the following insurances:

- A. Workers' Compensation Insurance, including Employers' Liability Coverage, covering its employees, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (a) Contractual Liability; (b) Products and Completed Operations; (c) Broad Form General Liability Endorsement or Equivalent.
- C. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford.
- D. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: County Administrator, 437 E. Division Street, Cadillac, MI. 49601. "
- E. Proof of Insurance - The Contractor shall provide to the County, at the time the Agreement copies are returned for execution, certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished to the Clerk's Office.

All insurance coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County, and who have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

If any of the insurance coverage required by this section expires during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

**XIV. 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.



In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**XV. 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.

**XVI. Assignment or Subcontracting:**

The Contractor shall not assign or subcontract any of its duties and obligations under this Agreement without obtaining the prior written consent of the County.

**XVII. Section 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.

**XVIII. Complete Agreement:**

This Agreement and the attached Exhibits A-F, contains all of 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.

**XIX. Invalid Provisions:**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid 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 declared invalid.

**XX. Certification of Authority to Sign Agreement:**


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

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

**WITNESSED BY:**

\_\_\_\_\_

**COUNTY OF WEXFORD**



Gary Taylor: Chairman  
Wexford County Board of Commissioners

**CADILLAC JANITORIAL INC.**

\_\_\_\_\_  
Carl Owinga  
Vice President Cadillac Janitorial Inc.



**Wexford County Board of Commissioners**  
**REQUEST FOR PROPOSALS**  
**Janitorial Services**  
**for Specified County Facilities**

**Exhibit A**

*April 5, 2022*

**Project Representatives: Jami Bigger and Joe Porterfield**  
**County Interim Co-Administrators**  
**437 E. Division St.**  
**Cadillac, MI 49706**  
**P: 231-779-9453**  
**F: 231-779-9745**

**WEXFORD COUNTY NOTICE OF RECEIVING PROPOSALS**

Wexford County seeks bids from qualified firms, on a competitive basis for the purpose of entering into a three-year agreement to provide Janitorial services for the following specified County facilities:

- 1. Historic Courthouse and Annex**
- 2. District Health Department #10**
- 3. Lake Street General Offices – Excluding Invasive Species Office**

**Detailed bid specifications are attached.** Firms must submit complete bids on all five (5) facilities to be considered qualified. Qualified firms may secure a copy of the bid specifications from:

**Wexford County Administration**  
**Megan Kujawa, Sr. Executive Assistant**  
Historic Courthouse  
437 E. Division St.  
Cadillac, MI 49601  
mkujawa@wexfordcounty.org  
or online at [www.wexfordcounty.org](http://www.wexfordcounty.org)

**Mandatory Walk-through:**

A mandatory pre-proposal walk-through will be held **Thursday, April 14, 2022, at 1:00 p.m.** Contact Megan Kujawa, Senior Executive Assistant, to schedule at 231-779-9453.

**Bid Deadline:**

Only bid proposals received by the County Administrator's Office, 437 E. Division St. Cadillac, MI 49601, on or before **Tuesday, April 26, 2022, at 9:00 a.m.** will be considered.

*Wexford County Reserves the right to reject any or all proposals submitted.*

## WEXFORD COUNTY REQUEST FOR PROPOSALS JANITORIAL SERVICES

- I. Introduction:** Wexford County seeks bids from qualified firms, on a competitive basis, for providing Janitorial Services for all specified facilities. Bid will be awarded only in the event of a cost benefit analysis showing it is in the County's best interest to contract out this service.

**For a bidder to qualify it must participate in a facility walk-thru of all specified buildings.**

A walk-thru is scheduled for **Thursday, April 14, 2022, at 1:00 p.m.** Bidders must schedule this mandatory walk-thru by contacting Megan Kujawa, Administration, at (231) 779-9453.

**A. Bid Submittal and Project Representatives**

To be considered, firms must submit a complete, sealed bid submission form and any associated documents to this Request for Proposals (RFP), to the County Administration Office (address). In order to be considered, proposals must be received at the designated location no later than **9:00 am, Tuesday, April 26, 2022.** Bids will be publicly opened and read aloud at 9:00 am, Tuesday, April 26, 2022.

Requests for information or interpretation of the intent of the RFP and any/all other inquiries must be addressed to either of the following:

Jami Bigger and Joe Porterfield  
County Interim Co-Administrators  
Wexford County Administration  
437 E. Division St.  
Cadillac, MI 49601  
(231) 779-9453  
[administration@wexfordcounty.org](mailto:administration@wexfordcounty.org)

Adam Kerr  
Maintenance Director/Contract Compliance Inspector  
Wexford County  
437 E. Division St.  
Cadillac, MI 49601  
(231)779-9469  
[maintenance@wexfordcounty.org](mailto:maintenance@wexfordcounty.org)

**Contact with personnel of Wexford County other than the above stated persons regarding this RFP will be considered grounds for elimination from the selection process.**

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding

## **II. GENERAL INFORMATION**

**A. Proposal Preparation and Submission**

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal. Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions

Each proposal must be plainly marked on the exterior, "Janitorial Services for all Specified Wexford County Facilities." An official authorized to bind the firm to its provisions must sign all proposals and bid submission forms. To be considered a valid response to this RFP, the proposal must remain valid, and the price must be firm for at least one-hundred and twenty (120) days from the proposal opening date. Wexford County is not liable for any cost incurred by the firm prior to the issuance of a contract.

**B. Right of Refusal**

Wexford County reserves to its sole discretion the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive informalities or irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

**C. Disclosure of Proposals**

Proposals are subject to disclosure under the Michigan Freedom of Information Act (Act 442, P.A. 1976, as amended, being MCL 15.231 through 15.246). After a contract award, a summary of total price information for all proposals will be furnished upon request.

**D. Independent Price Determination**

By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

- i. The prices in its proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing party or with any other competitor;
- ii. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposing party and will not be knowingly disclosed to any competitor; and
- iii. No attempt has been made or will be made by the proposing party to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- iv. The price quoted is not higher than that given to the general public for the same service

**E. Conflict of Interest**

By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer shall immediately disclose in writing the conflict of interest to the County.

The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor

**III. CONTRACT REQUIREMENTS**

A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract but may be modified by the provisions of the contract. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the county be utilized. The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and

enforceable contract exists when an agreement is fully executed between the parties.

However, by submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP, including those set forth in this Article, or subsequently during the selection process.

**A. Nondiscrimination Clause**

The Proposer who is selected as the Contractor, as required by law shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.) The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

**B. Compliance with the Law**

The Proposer who is selected as the Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

**C. Independent Contractor**

The Proposer who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments

**D. Choice of Law and Venue**

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Wexford, State of Michigan. In the event that any action is Ingham County Request for Proposals for Janitorial Services in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District – Southern Division.

**E. Insurance Requirements**

The Proposer who is selected as the Contractor be required to provide a at its own expense and maintain public and professional liability, property damage, and worker's compensation insurance protecting, as they may appear, the interests of all parties to any agreement that may result from this RFP. The firm is responsible for insuring the protection of all persons and property at all times. The successful bidder prior to contract

execution must provide documentation of the above insurance. Wexford County must be included as a separate named insured. The vendor will be required to furnish the County with appropriate certificates of insurance prior to commencement of any work associated with any contract.

The effective dates and expiration dates of all policies should coincide with the term of the contract. If any of the insurance expires during the contract period, it will be necessary for a current certificate of insurance to be issued and filed with the County. Wexford County's minimum insurance requirements are as follows:

Commercial general liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's licensed insurance counselor. Coverage is to include, but is not limited to premises, operations, products and/or completed operations, personal injury and contract liability.

- i. Automobile liability including statutory no-fault coverage, including all owned, non-owned, and hired autos within limits of a minimum of \$1,000,000. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's insurance counselor.
- ii. Worker's Compensation and Employers' Liability if the selected firm hires one or more persons or currently has employees. If the selected firm does not have any employees, an affidavit must be filed with the County stating that the firm has no employees and will not hire any while working for Wexford County as a vendor or a subcontractor, etc. In addition, a Certificate of Assumed Name must be filed with the County.

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 the Wexford County Administrator's Office, 437 E. Division St. Cadillac, MI 49706. Failure to comply with these insurance requirements may result in contract termination or delay in receipt of funds. The vendor will be required to secure any/all necessary certificates and permits from municipal or other public authorities and comply with all licensing requirements and all federal, state and municipal laws, ordinances and regulations as may be required.

**F. County Liability**

Officers, agents and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County.

**G. PA 517 of 2012 Certification.**

The Proposer who is selected as the Contractor certify that neither the Company, nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an "Iran linked business" during the course of performing the work under the Contract

**IV. SPECIFICATION AND SCOPE OF SERVICES**

Wexford County is seeking an individual(s) to furnish and maintain an adequate number of properly trained personnel to provide Janitorial Services for all Specified Facilities. This person or persons will be responsible for hiring their own team to run the facilities, and will be responsible for managing, and operating the service in an efficient and effective manner. The County will provide maintenance support and direction to the successful bidder through the Contract Compliance Inspector (CCI).

These services will be provided to Wexford County by a privately owned contractor who will accept all responsibility specified by contracts for providing the services specified for each identified facility. All interested parties to be considered qualified shall submit their proposal and bid submission form to **Wexford County Administration office on or before 9:00 a.m. no later than April 26, 2022.**

All personnel working within county facilities will be subject to county approval for security clearances. The County reserves the right to dismiss from the premises covered by this contract any Contractor's employee whose conduct is improper, inappropriate, or offensive as determined solely by the County. Any employee so dismissed from working on this contract shall not be allowed to return to the premises without written consent from the County. Personnel not employed by the Contractor (including minors not employed by the Contractor) shall not be permitted on the work premises. All of Contractor's employees must be fingerprinted and pass a background check; any Contractor employee with an active court case will not be permitted to work in any of the court facilities.

Contract term to be for 36 months with an option to renew for an additional 36-month period.

**A. Scope of Work**

The Scope of Work is expected to include, but not be limited to, the tasks identified in Exhibit A to this RFP. Exhibit A is a detailed list of the mandatory janitorial tasks, the frequency of each task, and the facility where the tasks shall be provided. It is the purpose of these specifications to ensure that all services and materials necessary to clean and keep clean all portions of the buildings are provided. It is understood that the highest possible standards of cleanliness are to be maintained.

While Exhibit A sets forth the Scope of Work anticipated by the County at this time, there is no guarantee by the County that this shall continue over the duration of the contract. The County reserves the right to add, modify, or delete tasks and facilities as necessary; any such action shall be formalized by a written amendment to the contract.

**Addenda and Acknowledgement of Addenda**

All substantive questions and answers resulting from the pre-submittal briefing and tour session shall be formalized and issued as a written addendum to this RFP. Only written addenda should be utilized by Vendors when preparing a response to this RFP. Vendors submitting proposals shall acknowledge

receipt of any addendum to this RFP by identifying such in the **Original Response Checklist**.

### **Basic Requirements**

#### **Equipment, Supplies, and Materials**

The Vendor shall furnish all necessary equipment, materials, and supplies required in performing the janitorial tasks, including specialty cleaning and consumable supplies. The equipment must be of industrial type and supplies all of which must be approved in writing by the County.

#### **Security**

- a) The Contractor shall be responsible for all keys issued to all individuals. Keys shall not be left in doors, and employees are not under any circumstances to admit anyone to offices where they are working. Doors are not to be propped open at any time. All doors shall be closed, locked, and checked upon leaving offices that have been cleaned. The Contractor shall be responsible for setting all alarms and shall be responsible for any call-backs for not setting alarms properly.
- b) Employees of the Contractor shall not disturb papers on desks, open drawers or cabinets, use telephones or tamper with personal property.
- c) Employees of the Contractor shall report to the County Administrator anything out of the ordinary, such as doors unlocked, stopped toilets or drains, broken fixtures, lights out of order, etc.

#### **Safety & Training**

- a) Safety is the responsibility of the Contractor. All equipment and materials will be handled and operated safely per manufacturer recommendations and in accordance with all applicable codes, laws ordinances and regulations.
- b) Contractor is responsible for the training of all employees both initially and on-going as deemed critical to the effective operation of this contract.
- c) Contractor shall be responsible for the training of employees to be in compliance with OSHA regulations pertaining to blood borne pathogens, specifically as that standard relates to equipment, cleanup procedures and disposal.
- d) All containers must be labeled, and Material Safety Data Sheet (MSDS) must be maintained on site by the Contractor in compliance with Occupational Safety and Health Administration's (OSHA) Hazardous Communication Program

### **V. BID AWARD**

It is the intention of the County to award a contract to the lowest responsive and most responsible proposer provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available. **It is currently anticipated that a decision will be made on or before Wednesday, May 4, 2022. The Wexford County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation. This process typically takes 3-4 weeks from the date the successful Contractor is identified**



**Pre-Proposal Briefing Session and Tour**

To assist those Vendors interested in submitting proposals for this RFP, the County Representative will be conducting a mandatory pre-proposal tour and review of the facilities on April 14, 2022, at 1:00 p.m.

**To sign up for the mandatory Pre-Proposal Briefing and Tour Contact:**

**Megan Kujawa, Senior Executive Assistant**

**E-Mail: [mkujawa@wexfordcounty.org](mailto:mkujawa@wexfordcounty.org)**

**Phone: 231-779-9453**



**WEXFORD COUNTY BID SUBMISSION FORM  
JANITORIAL SERVICES FOR SPECIFIED COUNTY FACILITIES**

Firm Name Cadillac Janitorial Inc.

Address PO Box 622, 1351 Plett Rd. Cadillac, MI 49601 Phone (231) 468-9137

**1. Pricing Sheet: Daily/Weekly All Facilities:**

<u>Facility</u>	<u>Frequency</u>	<u>Est. Monthly Hours</u>	<u>Price Per Month</u>	<u>Annual Amount</u>
Wexford County Courthouse 437 E. Division St. Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	318	\$ 7,770.00	\$ 93,324.00
Lake Street Facilities 401 North Lake St. Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	191	\$ 4,662.00	\$ 55,944.00
District Health Department #10 521 Cobb St. A, Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	127	\$ 3110.00	\$ 37,320.00
<b>Annual Total</b>			\$ 15,542.00	\$ 186,588.00

**2. Pricing Sheet: Consumable Products & Supplies**

<u>Facility</u>	<u>Annual Amount</u>
All Facilities – Consumable Products and Supplies	\$ 11,916.00

**3. Pricing Sheet: Annual Grant Total**

<u>Pricing Sheet</u>	<u>Annual Amount</u>
Total Pricing Sheet 1: Daily/Weekly All Facilities	\$ 186,588.00
Total Pricing Sheet 2: Consumable Products and Supplies	\$ 11,916.00
<b><u>Grand Total</u></b>	\$ 198,504.00

Signature of official authorized to bind the firm to the provisions of the RFP:

Carl Ouwinga  
 Carl Ouwinga Vice President Cadillac Janitorial Inc  
 Typed and printed name and title:

APRIL 22, 2022  
 April 22, 2022  
 Date

**Please Note: The pricing is reflective of one extra VCT flooring strip and wax, one extra carpet cleaning, adding in suites/offices, increase cost of consumables and the almost doubling of the labor costs.**

**Security Awareness Acknowledgment for Personnel with only Physical Access to  
Physically Secure Locations**

I, \_\_\_\_\_ have read the following, or have had it read and explained to me, and understand and agree that:

My duties require me to work or be present in areas where Criminal Justice Information (CJI) may be seen. I realize that this information is sensitive in nature and will not discuss or reveal any CJI to anyone.

CJI refers to state and federal criminal justice data, which may include case/incident information, identity information (including fingerprints and other forms of biometric data), and property (such as vehicle or firearm) data.

Access to or use of CJI (such as viewing, reading, copying, sharing) is strictly limited to official purposes, specifically the *administration of criminal justice*.

The term "administration of criminal justice" is defined in the CJIS Security Policy as:

"Administration of criminal justice" means the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment. In addition, administration of criminal justice includes "crime prevention programs" to the extent access to criminal history record information is limited to law enforcement agencies for law enforcement programs (e.g. record checks of individuals who participate in Neighborhood Watch or "safe house" programs) and results of such checks will not be disseminated outside the law enforcement agency.

My work-related duties, as defined by my employer and understood by me, do not in any way involve the administration of criminal justice, as defined above.

In the course of my work-related duties, I may see or learn of (as by hearing mention of) CJI.

Because I have no responsibility or authority for handling CJI, I will not access, use, view, copy, disseminate, or disclose (in writing or in conversation) CJI, nor will I take part in the physical destruction of CJI. I am aware that doing so would be considered misuse of CJI.

I further understand that misuse of CJI is not limited to situations in which the CJI is used by me or others for purposes or in a manner that could be punished under the criminal laws of the state or of the United States.

I acknowledge that misuse of CJI may subject me to administrative action (such as termination of employment or contract), civil penalties and/or criminal penalties.

I agree and commit that if I hear, see, or otherwise become aware of actual or potential misuse of CJI, or of a situation that may cause or contribute to the misuse of CJI, I will promptly report same to \_\_\_\_\_ (*insert agency designee.*)

I agree and commit that I will not allow, by action or inaction, the unescorted entry into any secure (protected) area by anyone who is not known to me to be authorized to enter such area.

I have read and understand the information above regarding the importance of protecting CJI, and have asked and received a satisfactory answer to any questions I had concerning the duties and restrictions imposed on me with respect to CJI.

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Employing the Individual

I hereby confirm that the above signed individual has read the above document (or had it read to him or her), and been given the opportunity to ask questions. I have answered any questions and/or clarified any issues he or she posed regarding information security requirements.

\_\_\_\_\_  
Signature of Criminal Justice Agency Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Criminal Justice Agency

\_\_\_\_\_  
ORI

<b>Cadillac Janitorial Understanding of Specifications</b>	
<b>Facilities:</b> Courthouse, Lake Street, Health Dept. #10 (Excluding Dental Clinic)	
Offices, Courtrooms, Conference Rooms, Lobbies, Restrooms, Breakrooms	
<b>Task</b>	<b>Frequency</b>
Clean the following surfaces and areas to be debris, dust, and spot free as possible	
Elevator handrails and all buttons	Daily
Elevator walls and door tracks	Weekly
Areas Requiring Detailed Attention on Schedule: <ul style="list-style-type: none"> <li>• Reception area counters</li> <li>• Spot clean glass</li> <li>• Office Suites</li> <li>• Common area tables and chairs</li> <li>• Holding cells</li> <li>• Counters and interior window spot clean</li> </ul>	Twice Weekly
Copy room counters and tables – wiped/dusted	Twice Weekly
Spot clean hard surface floors	Daily
Low ledges	Twice Weekly
General hallways walls – spot cleaned <ul style="list-style-type: none"> <li>• Excluding Tribute Walls</li> </ul>	Twice Weekly
Stairwell steps, walls, and handrails	Twice Weekly
Dusting including the removal of cobwebs	Weekly
File Cabinets	Weekly
Baseboards	Weekly
Dust	Weekly
Horizontal surfaces/molding (6’ ladder reach)	Twice Weekly
Mailroom	Twice Weekly
Light switches and door handles	Weekly
Vents/grills including ceiling vents (6’ ladder reach)	Weekly
Water put down all drains, (including holding cells)	Monthly
<i>*** Wexford County Employees will clean their own desk/monitor/keyboard</i>	
<b>Kitchen/Breakroom Area (Vendor to use own tools)</b>	
Wipe sinks (if free of dishes) and fixtures	Daily
Move furniture to be orderly	Weekly
Chairs free of crumbs, dust, etc.	Weekly
Clean outside of refrigerator, microwave, cupboards/drawer fronts	Weekly
Clean outside of dispensers (hand soap and hand towel refill)	Daily
Clean outside of vending machines, dust, spills, etc.	Weekly
Vendor will turn-off any machines for safety that are noticed	Daily
<i>***Wexford County Employees will clean coffee pot area</i>	
<b>Emptying of Trash Cans to Include</b>	
Pick-up above throughout. Replace liners as needed	Daily
Pick up debris from under furniture (as possible) throughout	Daily
Trash is items placed inside or on top of waste cans or labeled trash. All items found on the floor that is not obvious as trash will be left on the nearest county. This is to ensure that only trash is disposed of.	Daily
Empty outside trash cans at entrances	3 Times Weekly
Empty Cigarette Cans	Weekly

<b>Restrooms</b>	
<b>*Clean with Disinfectant</b>	
Clean: <ul style="list-style-type: none"> <li>• Toilets</li> <li>• Urinals inside and out</li> <li>• Wall tile</li> <li>• Sinks</li> <li>• Floors</li> <li>• Counter tops</li> <li>• Remove debris</li> <li>• Sanitize</li> <li>• Seats left up</li> </ul>	Daily
Plunge Toilets, as needed. E-mail location of any that do not clear	As needed
Clean mirrors, frames, outside of dispensers, doors	Daily
Fill supplies: <ul style="list-style-type: none"> <li>• Toilet paper</li> <li>• Hand towel</li> <li>• Hand Soap</li> </ul>	Daily
<b>Vacuum</b>	
Carpet throughout, Elevator door locked open during service	3 Times Weekly
Spot vacuum debris on other days	2 Times Weekly
Wall to wall including under desk and chair	3 Times Weekly
<b>Clean Glass</b>	
Lobby door and windows spot cleaned	Daily
Reception glass, door glass spot cleaned	3 Times Weekly
Lobby doors	Weekly
<b>Sweep and Mop</b>	
Sweep all hard floors and damp mop	Weekly
Sweep all hard floors and damp mop (may be daily during winter)	Daily
<b>All Other Doors</b>	
Disinfect door handles of high traffic areas	2 Times Weekly
Spot clean door and frames	2 Times Weekly
<b>Specialty Cleaning</b>	
Carpet extraction – All wall to wall	Twice Yearly
Strip and wax – All appropriate flooring (minimum 3 coat finish)	Twice Yearly
Ground level windows – Spring Cleaning	Yearly