



Wexford County

BOARD OF COMMISSIONERS

*Gary Taylor, Chair
Annual Organizational Meeting*

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, January 03, 2024, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, MI 49601.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ELECTION OF BOARD VICE-CHAIRPERSON
- E. ADDITIONS/DELETIONS TO THE AGENDA
- F. APPROVAL OF THE AGENDA
- G. EMPLOYEE RECOGNITION
 - 1. Brian Rood – 25 Years
 - 2. Arjay Schopieray – 25 Years
 - 3. Chad Sprik – 20 Years
- H. PRESENTATION AND REPORTS
- I. PUBLIC COMMENT
Designated for topics on the agenda only.
- J. 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.
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In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

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R. ADJOURN	

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, December 20, 2023

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

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

Absent- *None*.

Pledge of Allegiance.

Additions/Deletions to the Agenda-

ADD: J.7. Sheriff's Office Radio Purchase Discussion

ADD: J.8. Sheriff's Office In-Car Computers Purchase Discussion

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None*

Presentation and Reports-

Brian Martinus from North Lakes Community Mental Health began by thanking the Board for approving the agreement between the counties. All 6 counties voted unanimously to approve the agreement, which is much appreciated. He highlighted that in 2022, they had 5,481 consumers, with 1,216 in Wexford County. Most were severe mental illness. He noted that Leelanau County was the only county not to see an increase in that number.

Mr. Martinus also noted that the average amount spent on a consumer per month is \$11,713.56 in our County. Wexford County is the second highest concentration out of the six, with Grand Traverse being first. He thanked Commissioner Townsend for bringing the counties together to form the agreement.

Lisa Kaspriak from Mid-Michigan Medical Examiner Group gave the Board a presentation on a CT Scanner she is hoping to bring to Wexford County to help eliminate the need for invasive autopsies in certain cases. She noted that there are none of these machines being used in Michigan currently. Ms. Kaspriak explained that they deal with families during their worst time, and current autopsies do not give the immediate answers that are wanted. This machine could determine a cause of death in 3 days and only take 7 minutes. She is hoping opioid money would be able to help fund this project, but \$169,889 in grant funding has been obtained, with an additional \$40,000 coming.

Commissioner Potter thanked Ms. Kaspriak for the presentation and stated he is wanting to find a space for this machine. He asked about the other counties that are serviced by Mid-Michigan also using this and helping fund. Ms. Kaspriak explained that each county would pay for their own screenings, and a plan would need to be established for any overhead and maintenance costs. Her idea was that they would be able to start where the Morgue Authority left off with pooled money from each county.

John Roth, 104th District Representative, wanted to come to the Board to provide an update on the energy bills recently passed. He was concerned with the costs to implement and upgrade the current systems in place. Roughly 400,000 acres are needed, and he is concerned on the impact this will have on our farmlands. He does not believe the commercials that this will save anyone money.

Commissioner Taylor asked if the septic code has been talked about and Representative Roth explained that he has not heard a lot about it. There has been talk about short term rentals though.

Public Comment-

Don Koshmider, Cadillac, was happy to see that the Airport community center was on the agenda. He noted the courthouse should get a generator.

Consent Agenda

1. Approval of the December 6, 2023 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Airport Community Multi-Center Pavilion Letter of Support
MOTION by Comm Musta, seconded by Comm Bush to approve the presented Letter of Support for the Airport Community Multi-Center Pavilion and authorize the Chairman to sign.

Roll Call: Motion passed 9-0.

2. MMRMA Insurance Renewal
MOTION by Comm Theobald, seconded by Comm Bush to approve the renewal of the MMRMA property and liability insurance for 2024 and authorize the County Administrator to sign.

Roll Call: Motion passed 9-0.

3. Central Dispatch Cisco Switch Purchase
MOTION by Comm Musta, seconded by Comm Adams to approve the purchase of a Cisco Switch and Power Supply from CDW-G in the amount of \$8,127.89, and to

waive the three-quote requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales.

Roll Call: Motion Passed 9-0.

4. Central Dispatch Equature Renewal

MOTION by Comm Potter, seconded by Comm Baughan to approve the Equature Maintenance Agreement in the amount of \$5,452.70.

Roll Call: Motion Passed 9-0.

5. Primary Transformer Replacement-Fairgrounds

MOTION by Comm Baughan, seconded by Comm Musta to approve the proposal from Windemuller for Transformer Replacement at the Fairgrounds and to waive the sealed bid for contractual services requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales.

Roll Call: Motion Passed 9-0.

6. LOU Community Corrections On-Call Pay

MOTION by Comm Theobald, seconded by Comm Bush to approve the presented letter of understanding concerning Community Corrections On-Call Pay and authorize the Chairman to sign.

Roll Call: Motion passed 9-0

7. Sheriff's Office Radio Purchase Discussion

MOTION by Comm Adams, seconded by Comm Potter to approve the purchase agreement of radios for the Sheriff's Office in the amount of \$154,141.93 from Pro-Comm and to waive the sealed bid for contractual services requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales, and authorize the Chairman to sign.

No discussion was made. Only the motion and roll call to approve.

Roll Call: Motion passed 9-0.

8. Sheriff's Office In-Car Computers Purchase Discussion

MOTION by Comm Adams, seconded by Comm Potter to approve the purchase of in-car computers for the Sheriff's Office from Pro-Comm in the amount of \$66,275.00 and to waive the sealed bid for contractual services requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales.

No discussion was made. Only the motion and roll call to approve.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Porterfield explained that the Prein & Newhof surveys were completed, and he will begin to move forward with the City to make one parcel for the property purchased by the jail. He explained that Michigan Works has asked for extra time on their lease, so more will be coming on that. Invasive Species would like to extend their lease as well. He thanked the board for their continued support, and thanked the presenters. He also added that there is money in the Sheriff's Department budget for those additional purchases. He also wished Commissioner Baughan a happy birthday and everyone a merry Christmas.

Correspondence- *None*

Public Comments-

Don Koshmider-Cadillac, explained the world economic forum. He added that the Agenda 2030 is to have everyone dead by 2030. He also gave a Charles Schwab impersonation, and noted the courthouse should get a generator.

Liaison Reports-

Comm Townsend attended an airport meeting, where they have a full board again. The manager is doing a great job.

Board Comments-

Comm Townsend wished everyone a merry Christmas and happy New Year.

Comm Adams thanked Lisa, Brian and Rep. Roth for their presentations. She wished everyone a merry Christmas and a peaceful New Year. She also reminded everyone to be kind to one another.

Comm Bush thanked everyone for the well wishes during his time out. He wished everyone a merry Christmas and a happy New Year as well. He also thanked everyone for their work this year.

Comm Theobald noted she was very happy to have Commissioner Bush back next to her. She wished everyone a merry Christmas and thanked all the staff at the County for their hard work.

Comm Baughan was happy to be apart of Wreaths Across America that was done at Maple Hill Cemetery. Darlene Hinkley organized the event. He also wished everyone a merry Christmas and happy New Year.

Comm Potter wished Jason a happy birthday.

Chairman's Comments-

Chair Taylor wished everyone a merry Christmas and thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:46 p.m. All in favor.

Gary Taylor, Chairperson

Alaina Nyman, Clerk

DRAFT



K.1.a.
K.1.b.

Wexford County
2024 Committee Structure

Executive Committee –

1. Gary Taylor, Chair of Board of Commissioners
2. _____, Chair of Finance
3. _____, Chair of Human Resources/Public Safety
4. _____, Chair of Recreation and Building

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
2024 Meeting Schedule

K.1.c.

Board of Commissioners-

District 1: Jason Mitchell	District 4: Kathleen Adams	District 7: Gary Taylor
District 2: Michael Musta	District 5: Michael Bush	District 8: Jason Baughan
District 3: Ben Townsend	District 6: Julie Theobald	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 03	April 03	July 03	October 02
January 17	April 17	July 17	October 16
February 07	May 01	August 07	November 06
February 21	May 15	August 21	November 20
March 06	June 05	September 04	December 04
March 20	June 20	September 18	December 18

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

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

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 23	July 23
February 27	August 27
March 26	September 24
April 23	October 22
May 28	November 26
June 25	December 17

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

**2024 Wexford County
Liaison Appointments to Standing**

K.1.d.

<u>Organization</u>	<u>Contact</u>	<u>Meeting Information</u>	<u>2024 Appointed</u>
911 Committee	Duane Alworden 231-779-9213	Jan 26, Apr 27, Jul 27, Oct 26 at 10 am	Kathy Adams
Airport Authority	Keith Newell 231-779-9525 manager@wexfordcountyairport.com	Second Wednesday of Each Month, 6:00 p.m. (April/May - 7:00p.m.) 8040 E. 34 Rd, Cadillac	Ben Townsend
Area Agency on Aging Northwest Michigan	Heidi Gustine (Darcia Brewer) 231-421-9612 brewerd@aaanm.org	First Thursday of Every Month, 10:00a.m.; 1609 Park Dr. Traverse City	Jason Baughan
Cadillac Area Manufacturing Association	Doug Mellema 231-468-1498	Monthly - Date and Location TBA	Michael Bush
Cadillac Wexford Public Library Board	Tracey Logan, Director 231-775-6541 logant@cadillaclibrary.org	Monthly - Schedule to be Provided	Ben Townsend
Cadillac Wexford Transit Authority	Carrie Thompson 231-775-9411	Third Monday of Each Month, 4:00p.m. CWTA Office. 951 Casa Rd, Cadillac	Michael Musta
Clam Lake Downtown Development Authority	Cindy Warda 231-775-5401 Ext. 6 director@clamlakedda.org	Third Wednesday of Each Month, 8:00a.m. at the Clam Lake Twshp Hall, 8809 E. M115	Brian Potter
Council on Aging	Erin Brotherton Supervisor of Healthcare Services 231-775-0133 erinbrotherton@yahoo.com	Third Tuesday of Each Month, 3:00p.m., 417 W. 13th St. Cadillac	Gary Taylor
Department of Veteran Services	Kathy Cline, Director 231-775-6654 kcline@wexfordcounty.org	Second Wednesday of Each Month, 3:00p.m., 401 N. Lake St., Cadillac	Gary Taylor
District Health Department #10	Kevin Hughes 231-876-3839 khughes@dhd10.org	Last Friday of the Month, (Fall/Winter 10:00a.m., Spring/Summer 9:30a.m.) 521 Cobb St., Cadillac	Gary Taylor Julie Theobald
Department of Health & Human Services	Carey Adrianse 231-779-4501 adriansec@michigan.gov	First Tuesday of Each Month, 9:30a.m. DHHS Office, 10641 W. Watergate Rd (M-55 E.), Lake City	Julie Theobald
Emergency Food and Shelter Board	Lt. Greg Bock & Lt. Liz Bock 231-775-7131	Second Tuesday of Each Month, 4:00p.m., 725 Wright St. Cadillac	Julie Theobald
Emergency Preparedness (Local Planning Team)	Randy Boike 231-920-6280 emd@wexfordcounty.org	Jan 19, Apr 20, Jul 20, Oct 19 – 10:00 a.m. Commissioners Room	Gary Taylor Michael Bush
Human Services Leadership Council	Carey Adrianse 231-779-4501 adriansec@michigan.gov	Virtually, Fourth Tuesday of Each Month, 8:30a.m.	Julie Theobald
Lake Mitchell Improvement Board	Dave Foley lakemitchellboard@gmail.com	TBD, Schedule to be found at lakemitchell.org	Kathy Adams
Local Development Finance Authority	Marcus Peccia 231-775-4446 citymanager@cadillac-mi.net	TBA	Michael Bush
MSUE Council	Eric Karbowski 989-317-4079 karbows8@msu.edu	Quarterly, Dates & Times TBA	Ben Towsend
Northern Lakes Community Mental Health	Stacy Maiville 231-935-3538 stacy.maiville@nlcmh.org	Third Thursday of Each Month, 2:15p.m., Locations TBA	Ben Townsend

**2024 Wexford County
Liaison Appointments to Standing**

<u>Organization</u>	<u>Contact</u>	<u>Meeting Information</u>	<u>2024 Appointed</u>
Northern Michigan Counties Association	John Amrhein 231-922-4627 amrhein@msu.edu	Dates TBA, Roscommon County Board Rm., 500 Lake St., Roscommon	Gary Taylor
Networks Northwest	Alisha Theriault 231-929-5000 Alisha.theriault@networksnorthwest.org	TBA	Ben Townsend
Northern District Fair	Larry Walsh 231-775-6361	Third Thursday of Each Month, 7:00p.m., Fairboard Office, Fairgrounds, Cadillac	Gary Taylor
MMR – Quality & Communications Relations Committee	Daniel Mosholder Operations Manager dmosholder@mobilemedical.org	Dissolved	N/A
Northern Michigan Regional Entity	Sarah Sircely 231-487-9144	First Monday of ODD Months, 10:00a.m., 1999 Walden Dr., Gaylord	Gary Taylor
Northwest Michigan Community Action Agency	Kerry Baughan 231-947-3780 kerrybaughan@nmcaa.net	Third Thursday of Each Month, 12:20p.m., 3963 Three Mile Rd., Traverse City	Julie Theobald
West Michigan Forensic Pathology Services Authority	Lisa Kaspriak 231-510-6205 kaspriak@gmail.com	Dissolved	N/A
Wexford County Road Commission	Karl Hansen 231-775-9731 engineer@wexfordcrc.org	Last Wednesday of Each Month, 7:30a.m. RC Office, 85 W. M-115, Boon	Brian Potter
Wexford Conservation District	Tiffany Jones 231-775-7681	Second Tuesday of Each Month, 9:00a.m., U.S.D.A Office, 34th Rd., Cadillac	Gary Taylor
Wexford County School Safety Committee	David Cox 231-876-2262 dcox@wmisd.org	Second Monday of Each Month, Location TBA	Jason Baughan
Wexford Missaukee Community Corrections Advisory Board	Mistine Stark 231-779-9472 mstark@wexfordcounty.org	Quarterly, Dates and Times TBA	Julie Theobald

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: January 03, 2024
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 review the Code of Ethics.



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.

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 third day of January, 2024, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 24-01
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 24-01 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 03, 2024, 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 third day of January 2024, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 24-02
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 24-02 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 03, 2024, 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 third day of January 2024, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 24-03
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 24-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 03, 2024, 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 third day of January 2024, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 24-04
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 24-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 03, 2024, 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 03, 2024
SUBJECT: Resolution 24-05 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 24-05.

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 third day of January 2024 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 2024 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 2024.

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 2024.

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 24-05 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 03, 2024, 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 third day of January 2024, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 24-06
RATIFYING CREMATION PERMIT CHARGES AND WAIVER/REDUCTION FOR
THE WEXFORD COUNTY MEDICAL EXAMINER’S OFFICE**

WHEREAS, Michigan law permits a county, through the county board of Commissioners, to impose a fee for cremation permit to partially offset costs associated with a county medical examiner’s review and execution of cremation authorizations. 1995 Mich. OAG No. 6830; and

WHEREAS, the Board of Commissioner’s has reviewed the cremation permit fees in relation to costs and information provided by the Wexford County Medical Examiner; and

WHEREAS, the Board of Commissioners has authorized such fee in the past, concurs with the Wexford County Medical Examiner, and by this resolution ratifies the fee for a cremation permit.

NOW, THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners fixes and ratifies that the cremation permit fee shall remain at the cost of \$50.00 per permit. Such a fee remains subject to future change by action of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the Wexford County Clerk to continue the established practice of automatically waiving cremation permit fees relating to the death or loss of a baby before or during delivery and up to one year of age. Such permit fee waiver shall not require application of the family or the funeral home. This permit fee waiver shall remain in effect unless affirmatively altered, amended, or rescinded by action of the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes and vests the County Clerk with the discretionary authority to waive or reduce the cremation fee in cases of established substantial hardship. This waiver or reduction is not automatic but must be requested in writing. The grant or denial of such waiver or reduction is within the sole discretion of the County Clerk. To be eligible for such a waiver or reduction, the next-of-kin or funeral home must file a written application for such a reduction, and the County Clerk has the discretion to waive or reduce the cremation permit fee upon a showing substantial hardship. The decision of the County Clerk is final and is not subject to appeal to the Board of Commissioners or Health Department.

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 24-06 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 03, 2024, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

**COMPUTER SYSTEM AND NETWORK SERVICES AGREEMENT
BETWEEN WEXFORD COUNTY AND VC3, INC.**

THIS AGREEMENT is made by and between the County of Wexford, a municipal corporation and a political subdivision of the State of Michigan (“COUNTY”), and VC3, Inc, a Corporation with its headquarters at 1301 Gervais Street, Suite 1800m Columbia, South Carolina 29201 (“VC3”).

WHEREAS, the County desires to engage VC3 to provide computer system and network services, and unlimited onsite and remote technical support to the County departments consistent with VC3’s proposal to the County, and

WHEREAS, VC3 represents that it is able to provide such services in a manner that is consistent with the needs and requirements of the County.

NOW, THEREFORE, in consideration of the promises, mutual undertakings and benefits to accrue to the parties and to the public, the parties hereto agree as follows:

I. TERM OF THE AGREEMENT. VC3 shall commence performance of the services and obligations required of it hereunder on the ___st day of January 2024, **Time Being of the Essence.** The term of this Agreement is for a period of three calendar years. This term may be extended at the discretion of the County for up to two (2) additional yearly terms. If extended by the County, the unit and monthly fee charged by VC3 shall be adjusted the greater of the following: 4% per annum or the CPI cost of living for All Urban Consumers.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement, with or without cause, upon thirty (30) calendar day’s prior written notice to VC3. In the event this Agreement is prematurely terminated without cause as set forth herein, VC3 shall be compensated for all services completed as of the effective date of termination.

II. SCOPE OF SERVICES The services the VC3 shall provide shall be as set forth in the attached Table A and the “Deliverables and Services” (excluding the “Exclusions” noted therein) and Addendum A, Service Desk Priorities of Exhibit 1. The attached Exhibit 1, excluding redlined deletions, is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit 1 and this Agreement, the terms of this Agreement will prevail.

III. COMPENSATION. The County shall compensate the VC3 for the Services on the monthly fee basis NOT TO EXCEED the unit price Table A attached to Exhibit 1, as adjusted year-to-year in Table A. The County agrees that VC3 will audit the County usage of units on a monthly basis; and that for each unit found in excess of the amount listed in Table A of Exhibit 1, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected by VC3 on the invoice within 30 days of service removal. Additional services may be added by the County at any time during the life of this Agreement at the unit rates listed below. VC3 The Recipient shall submit monthly invoices and such further and additional supporting documentation sufficient in the opinion of the County to support the payment request. The County shall pay County-approved invoices within thirty (30) days of receipt thereof. If

the County has requested additional supporting documentation in a specific invoice, but has not received such supporting documentation in sufficient time to make payment within the thirty (30) days required herein, it shall pay all properly supported and County-approved costs contained in that invoice within the requisite 30 day period and shall pay all remaining costs on the invoice at issue within fifteen (15) days of receipt of sufficient supporting documentation, if the County approves the payment.

IV. WARRANTY, DISCLAIMER, HARDWARE AS A SERVICE, EULAs, RECORDING.

A. VC3 warrants to County that the Services, as and when delivered or rendered hereunder, will conform to the description of services or specifications set forth in the applicable Order and this Agreement.

B. UNLESS OTHERWISE EXPRESSLY STATED IN AN ORDER OR THIS AGREEMENT, ANY THIRD-PARTY PRODUCTS OR SERVICES SOLD TO, PROVIDED TO OR PROCURED FOR THE COUNTY BY VSG, INCLUDING BUT NOT LIMITED TO THIRD PARTY HARDWARE, SOFTWARE, PERIPHERALS AND ACCESSORIES (COLLECTIVELY, “THIRD PARTY PRODUCTS”) ARE PROVIDED TO COUNTY PURSUANT TO THE WARRANTY TERMS OF THE THIRD-PARTY. VC3 EXPRESSLY DISCLAIMS ALL WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, SECURITY, INTEGRATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VC3 SHALL ASSIGN, TRANSFER AND FACILITATE ALL WARRANTIES (IF ANY) AND SERVICE LEVEL COMMITMENTS (IF ANY) FROM THE APPLICABLE THIRD-PARTY MANUFACTURER OR VENDOR FOR THE THIRD-PARTY PRODUCTS TO THE COUNTY, BUT WILL HAVE NO LIABILITY WHATSOEVER FOR SUCH THIRD-PARTY PRODUCTS. VS3 SHALL NOT BE HELD LIABLE AS AN INSURER OR GUARANTOR OF THE PERFORMANCE, UPTIME, USEFULNESS, OR QUALITY OF ANY THIRD-PARTY PRODUCTS.

C. DISCLAIMER OF WARRANTIES. THE WARRANTIES SET FORTH THIS AGREEMENT STATES VC3’S SOLE AND EXCLUSIVE WARRANTIES TO COUNTY HEREUNDER. VC3 DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE.

D. HARDWARE AS A SERVICE (HaaS).

1. All hardware provided by VC3 as a part of VC3 providing HaaS under an Order (“HaaS Hardware”) shall at all times remain the property of VC3 and COUNTY shall not have any right, title or interest in or to the HaaS Hardware other than the right to possession and use of the HaaS Hardware in accordance with the Agreement. COUNTY shall, during the term of the Agreement and until redelivered to VC3: ensure that the HaaS Hardware is kept and operated in a suitable environment, which shall as a minimum meet any requirements set out in the Order, use only for the purposes for which it is designed, and operate it in a proper manner by trained competent staff in accordance with any operating instructions; keep the HaaS Hardware in as good and operating condition as it was on the date of its delivery (fair wear and tear only excepted) including replacement

of worn, damaged and lost parts, and shall make good any damage to the HaaS Hardware; make no alteration to the HaaS Hardware and not remove any existing component(s) from the HaaS Hardware without the prior written consent of VC3; at all times keep the HaaS Hardware in its possession or control at the location(s) specified in the Order or such other locations as may be agreed with the VC3 in writing; permit VC3 or its duly authorized representative to inspect the HaaS Hardware at all reasonable times and for such purpose to enter upon the premises at which the HaaS Hardware is located, and shall grant reasonable access and facilities for such inspection; not, without the prior written consent of VC3, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the HaaS Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it; give immediate written notice to VC3 in the event of any loss, accident or damage to the HaaS Hardware arising out of or in connection with the COUNTY's possession or use of the HaaS Hardware; and deliver up the HaaS Hardware at the end of the term of the Agreement at such address as VC3 requires, or if necessary allow VC3 or its representatives access to the premises where the HaaS Hardware is located for the purpose of removing the HaaS Hardware.

2. COUNTY acknowledges that VC3 shall not be responsible for any loss of or damage to the HaaS Hardware arising out of or in connection with any negligence, misuse, mishandling of the HaaS Hardware or otherwise caused by COUNTY or any of its officers, employees, agents or contractors;
3. The risk of loss, theft, damage or destruction of the HaaS Hardware shall pass to the COUNTY on delivery by VC3 to COUNTY. The HaaS Hardware shall remain at the sole risk of the COUNTY during the term of the Agreement and until such time as the HaaS Hardware is redelivered to VC3. During the term of the Agreement and until redelivered to VC3, the COUNTY shall, at its own expense, obtain and maintain the following insurances:

Insurance of the HaaS Hardware to a value not less than its full replacement value (put value here) comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident. The purchase and cost of any all-other insurance coverages of Haas Hardware is the responsibility of VC3.

The COUNTY shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to VC3 and proof of premium payment to VC3 to confirm the insurance arrangements. If the COUNTY fails to effect or maintain any of the insurances required under these conditions, VC3 shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the COUNTY.

4. COUNTY permits VC3 to charge COUNTY for repairs to, or replacement of, any HaaS Hardware that is lost, damaged or destroyed until it has been returned to VC3; and at any time swap the HaaS Hardware for alternative equipment offering in VC3's the same functionality.

E. EULAs. Portions of the Services may require COUNTY to accept the terms of one or more third party end user license agreements (“EULAs”). EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in the Agreement. COUNTY agrees to be bound by the terms of such EULAs and shall look only to the applicable third party provider for the enforcement of the terms of such EULAs. COUNTY will be solely responsible for any breach of a EULA by COUNTY or any of its elected or appointed, officers, employees, or agents.

F. Data Backup. Unless otherwise stated in an Order, COUNTY understands and agrees that VC3 shall not be responsible for data backup or any data lost, corrupted, or rendered unreadable due to communication and/or transmissions errors or related failures, or equipment failures (including but not limited to silent corruption-related issues). COUNTY is strongly advised to maintain a local and offsite backup of all mission-critical or customer-critical data, and to periodically verify the integrity and availability of all backed up data.

G. Bring Your Own Device (BYOD). COUNTY hereby represents and warrants that VC3 is authorized to provide the Services to all devices, peripherals and/or computer processing units, including without limitation mobile devices (such as personal digital assistants, notebook computers, and tablet computers) that (i) are connected to COUNTY’s systems related to the Services, and (ii) have been designated by COUNTY to receive the Services, regardless of whether such device(s) are owned, leased or otherwise controlled by COUNTY. Unless otherwise stated in an Order, devices will not receive or benefit from the Services while the devices are detached from or unconnected to such systems.

H. Hosted Solutions. Hosted solutions, including but not limited to hosted email and document-related applications, may require COUNTY to accept the terms of a third-party EULA, which may contain service levels, warranties and/or liability limitations that are different than those contained in the Agreement. COUNTY agrees to be bound by the terms of such EULAs and shall look only to the applicable third-party provider for the enforcement of the terms of such EULAs. COUNTY will be solely responsible for any claims and damages resulting from any breach of such a EULA by COUNTY or any of its elected or appointed officials, officers, employees, or agents. VC3 reserves the right to suspend or terminate COUNTY’s access to hosted solutions in the event that VC3 has reason to believe that the hosted solutions are being accessed, used or otherwise manipulated in a manner that violates any Law, or poses a threat to the integrity or security of VC3 ’s computer servers or any third party server.

I. Disposal of Equipment. COUNTY agrees that any COUNTY assets, equipment, hardware, or software deemed to be replaced, retired, faulty, non-functional, dead-on arrival, returned, unrecoverable, or otherwise unusable may be disposed of by VC3 unless COUNTY provides a written request to keep the asset at the time of removal.

J. Recording.

1. Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, COUNTY consents to such recording and

monitoring. COUNTY is also solely responsible for informing anyone with whom COUNTY interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including without limitation written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

V. **NONDISCRIMINATION CLAUSE.** VC3, 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, sex, national origin, disability, height, weight, marital status, age or political affiliation or beliefs. VC3 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. 355, as amended, and regulations promulgated there under.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under.

Breach of this Section shall be regarded as a material breach of the Agreement.

VI. **COMPLIANCE WITH THE LAW.** VC3 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.

VII. **CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS).** The County and VC3 agree that VC3's access to, and use of criminal history record information and other sensitive information maintained in Michigan and FBI-managed criminal justice information systems is strictly limited to the extent necessary to conduct the Services under this Agreement.

VC3 agrees that any of its staff, consultants, sub-contractors or assigns shall review and become familiar with the contents of (1) CJIS Security Addendum(s), including its legal authority and purpose; (2) the NCIC Operating Manual located at <https://www.ojp.gov/ncjrs/virtual-library/abstracts/ncic-national-crime-information-center-operating-manual>. The manual is incorporated by reference into this Agreement and is made a part hereof; (3) the CJIS Security Policy located at https://www.fbi.gov/file-repository/cjis_security_policy_v5-9_20200601.pdf/view. The policy is incorporated by reference into this Agreement and is made a part hereof; and (4) Title 28, Code of Federal Regulations, Part 20 located at <https://www.ecfr.gov/current/title-28/chapter-I/part-20?toc=1>. The regulations are incorporated by reference into this Agreement and is made a part hereof.

VC3 agrees that any of its staff, consultant, sub-contractors or assigns shall execute the required Security Addendum Certification, for CJIS access, prior to gaining access to the County's CJIS system.

VIII. LAW AND VENUE. This Agreement shall be subject to and construed according to the laws of the State of Michigan. The County and VC3 agree that the venue for any legal or equity action under this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event that any action is brought under this Agreement in or moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

IX. INDEPENDENT CONTRACTOR. VC3 shall be an independent contractor. The employees, servants and agents of VC3 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. VC3 shall be responsible for paying all compensation to its personnel for services they have performed under this Agreement and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

X. INDEMNIFICATION AND HOLD HARMLESS. VC3 shall, at its own expense, protect, defend, indemnify, save and hold harmless the County its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the COUNTY and its elected and appointed officers, employees, servants and agents may incur as a result of any violations of Federal or State of Michigan laws, codes, rules or regulations, willful or wanton misconduct, or negligent acts or omissions of VC3 or its employees, servants, agents or subcontractors that may arise out of this Agreement.

VC3's indemnification responsibility under this Section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the COUNTY, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by VC3.

XI. LIABILITY INSURANCE: VC3 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. All coverage's shall be with insurance companies acceptable to the COUNTY and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best VC3 (www.ambest.com).

A. Worker's Compensation Insurance: To the extent required by Michigan law, VC3 shall procure and maintain during the term of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

B. Commercial General Liability Insurance: VC3 shall procure and maintain during the term of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit 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; and (F) Per contract aggregate.

C. Motor Vehicle Liability Insurance: VC3 shall procure and maintain during the term of this Agreement, Motor Vehicle Liability Insurance, including applicable Michigan No-Fault coverage's, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Professional Liability/Errors and Omissions Insurance: VC3 shall procure and maintain during the term of this Agreement, Professional Liability insurance in an amount not less than \$1,000,000.00 per occurrence and aggregate. If this policy is Claims Made Form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this Agreement.

E. Deductibles: VC3 shall be responsible for payment of all deductibles required by its insurance coverages.

F. Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Wexford, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, regardless of whether other available coverage is primary, contributing or excess."

G. 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 the Wexford County Administrator,

H. Proof of Insurance: VC3 shall provide the COUNTY, at the time this Agreement is returned by him/her for execution, with two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the COUNTY. If so requested, certified copies of all policies will be furnished. VC3 shall provide the COUNTY evidence that all subcontractors are included under VC3's policy.

If any of the above coverage's expires during the term of this Agreement, VC3 shall deliver renewal certificates and/or policies to the COUNTY at least ten (10) calendar days prior to the expiration date.

XII. GOVERNMENT FUNCTION. The services to be provided under this Agreement are a governmental function. It is the intention of the parties hereto that this Agreement shall not in any way be construed to waive the defense of governmental immunity held by the COUNTY.

XIII. WAIVERS. No failure or delay on the part of either the COUNTY or VC3 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 VC3 constitute or be construed as a waiver by the COUNTY of any breach of a provision of this Agreement, or any default which may then exist, on the part of VC3. 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.

XIV. ASSIGNMENT OR SUBCONTRACTING. VC3 may not assign or subcontract for the provision of any of the services required by this Agreement without the prior written approval of the COUNTY. It is, however, expressly understood and agreed by the COUNTY and VC3 that any approved assignment or subcontract by VC3 does not affect VC3's responsibility and accountability to the COUNTY for the assigned or subcontracted activity.

XV. AMENDMENT OR MODIFICATION. All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

XVI. PURPOSE OF 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.

XVII. COMPLETE AGREEMENT This Agreement, the attached Exhibits 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.

XVIII. BINDING EFFECT OF THE AGREEMENT. The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.

XIX. 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, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. 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 clause or provision was rendered invalid or unenforceable.

XX. AUTHORITY TO SIGN. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.

Gary Taylor, Chairperson
Wexford County

Date: _____

Date: _____

VC3, Inc



EXHIBIT 1 TO AGREEMENT BETWEEN WEXFORD COUNTY AND VC3

Summary of Scope of Services & Fees

Company will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 36 Months, with options to extend for another 24 months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Agreement.

Company will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, Company will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
On Premises Server Support <i>Physical or virtual server that is running a server operating system. 24x7x365 Support - Servers, Proactive Monitoring, Maintenance & Patching - Servers Strategic IT Planning Endpoint Detection & Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	8.00	\$53.82	\$430.56	\$0.00	\$0.00
On Premises Workstation Support <i>24x7x365 Support - Proactive Monitoring, Maintenance & Patching Strategic IT Planning Endpoint Detection & Response + 24x7x365 SOC IT Asset Lifecycle Management</i>	94.00	\$53.82	\$5059.08	\$0.00	\$0.00
Data Recovery - Server Backup <i>VC3 Managed Backups per Server</i>	8.00	\$0.00	\$0.00	\$0.00	\$0.00
Cyber Aware Complete <i>Cyber Security Awareness Training & Phish testing - MS Office 365 Integration Monthly Phishing Test Pre-Assessments Prebuilt Training Library Core Reporting & Features Baseline Test "Phish Alert" Outlook Addin Post-Testing Training Automated Notifications Role-Based Targeted Testing Gamification Industry Benchmarking Non-Email Based Testing Online Courses Automated User Enrollment Virtual Risk Officer (VRO)</i>	94.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Services Monthly:			\$5,489.64		

Notes:

- Prices shown above are valid for 90 days from date of Order.
- Legacy MI Based Pricing
- Unlimited onsite and remote support for the entire County.
- Full patch management and system monitoring, 24x7x365 EDR support monitored by SOC, including end user awareness training.



- Full onsite and off-site monitored Backup and Recovery of all Servers included.
- Strategic Alignment and Strategic Advisor included. Budgetary assistance and planning with a Strategic Timeline and regular meetings with your Advisor.
- Implementing CIS (Center for Internet Security) Standards across all Servers, Workstations and Laptops.
- Pricing in Work Order reflects 2024 initial staggered pricing... see below for 3-year staggered breakdown...
- 2024: + \$11,880 = \$65,880 (or Monthly fee of \$5489.64)
- 2025: + \$14,493 = \$80,373 (or Monthly fee of \$6697.75)
- 2026: + \$17,547 = \$97,920 (or Monthly fee of \$8160)
- 4% or CPI Index cost of living thereafter.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$0.00	\$5489.64	\$0.00

** One-Time fees may include implementation if required.*



Deliverables & Services

VC3 Manage - On Premises

Company will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

Company will provide the following functions and services as part of this Order:

A. Discovery & Deployment

1. Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:
 - i. Deployment of the Company monitoring and management platform.
 - ii. Deployment of the Company endpoint protection and spam filtering.
 - iii. Full documentation and inventory of your network
 - iv. Best-practice configuration of the network for monitoring and management
 - v. Orientation and training for your staff
 - vi. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools.
 1. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within the Agreement.
2. Implement performance monitoring of client's network prior to and during implementation.

B. 24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
 5. Utilize industry best practices for remote access, control, and management of all devices.
 6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
 7. Resolution of monitoring alerts.
 8. Resolution of performance issues.
 9. Resolution of availability issues.
 10. Resolution of end-user reported problems.
 11. Routine additions, deletions, and changes to included devices and users.
- C. Application Support**
1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.
 2. Microsoft Applications
 - i. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
 - ii. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.
- D. Strategic IT Planning**
- Provide the client with a named Strategic resource to assist Client with the following:
1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
 2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
 3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential



risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

E. Endpoint Detection and Response

1. Deployment of Company Endpoint Detection and Response (EDR) agents to all applicable included devices.
2. Monitoring of EDR agents by 24x7x365 Partner Security Operations Center (SOC).
3. Provide 24x7 Incident response services for all security events and incidents generated by the EDR tool for applicable devices. All events and incidents will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

F. IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

G. Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Procured items by Company will be subject to one time set up fees if applicable per installation. Any items not procured by Company but requiring Company labor to install will also incur one time set up fees per installation.

EXCLUSIONS

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to

the client on a Time & Materials Order basis at the rates outlined in the Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.

- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests in writing services by Company not explicitly included in this agreement, Company will notify the client that these services are outside the scope of this work order and provide an estimated cost to the Client. Thereafter, Company will only proceed if it receives written approval from client prior to rendering these additional services.
- D. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
- E. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
- F. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
- G. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

CLIENT RESPONSIBILITIES

- A. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
- B. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
- D. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- E. Client must assign Company as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.



- G. Third party tool licensing may be required for additional cost.
- H. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

ASSUMPTIONS

- A. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
- B. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
- G. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.



Invoicing

Company will invoice Client per Table C. Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

After the 3 year stagger, unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
One-Time Fees	Invoiced at signing of the Order.	\$0.00
Monthly Fees (1 st Year)	Invoicing to begin when recurring services begin.	\$5,489.64
Monthly Fees (2 nd Year)	Invoiced at annual renewal.	\$6,697.75
Monthly Fees (3 rd Year)	Invoiced at Annual renewal. *4% or CPI Index cost of living thereafter	\$8,160.00

Addendum A - Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

(See tables on next page)



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	60 Min	95%
2	2 business hours	95%
3	4 business hours	95%
4	8 business hours	95%
5	N/A	95%

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** If Company decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.
3. The Company Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.

AMENDMENT TO LEASE AGREEMENT (EXTENSION)

THIS AMENDMENT shall amend and extend the Lease Agreement entered into on or about June 21, 2023 between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, (LESSOR) and the **NETWORKS NORTHWEST**, whose mailing address is P.O. Box 506, Traverse City, Michigan 49685 (LESSEE) for the Leased office and storage space consisting of approximately 5,611 square feet at 401 Lake Street, Cadillac, Michigan, 49601 (LEASED PREMISES) as follows

- 1. The above-stated Lease shall be amended to extend the Lease through February 29, 2024, and amend Paragraphs I, IV and V of the Lease by replacing the references to December 31, 2023 with the amended date of February 29, 2024.
- 2. All other terms and conditions of the Lease will remain unchanged.
- 3. This Amendment shall become effective upon the execution of this Amendment by both parties.
- 4. The persons signing this Amendment on behalf of the parties to the above-stated Agreement certify by their signatures that they are duly authorized to sign this Amendment to the Agreement on behalf of said parties and that this Amendment has been authorized by said parties.

Signed and agreed to this third day of January 2024.

LANDLORD:

TENANT:

Gary Taylor, Chairperson
Wexford County Board of Commissioners

Matt McCaugley, Chief Elected Official
NWMCOG-Networks Northwest

Dated: January 3, 2024

Dated:

Two Seven Oh Inc.

Reimbursement Grant Agreement

December 11, 2023

GRANTEE:	Wexford County Animal Shelter
GRANT AMOUNT:	\$5,000.00
GRANT PERIOD:	November 30, 2023 - May 1, 2024
FINAL REPORT DUE:	June 1, 2024
GRANT DESCRIPTION:	To spay and neuter animals prior to adoption. Costs will be covered up to \$231.25 per female canine and \$187.00 per male canine. Costs will also be covered up to \$167.50 per female feline and up to \$68.00 per male feline. Services will be provided by Meyer Veterinary Clinic.
GRANT ADMINISTRATOR:	Madison Cregar

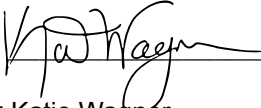
Two Seven Oh Inc. (The Foundation) and The Grantee are entering into this agreement to establish the terms of The Foundation's grant to The Grantee.		Please initial each section
1	The Foundation will only cover expense specified in the Grant Description.	
2	Services must occur within the Grant Period.	
3	The Foundation and The Grantee may agree in writing to modify the objectives, methods or timeline of the Grant Description. Any modifications must take place before the end of the Grant Period. Any modification request after the end of the Grant Period will not be allowed	
4	<p>The Grantee agrees to submit a Final Report no later than 28 days after the end of the Grant Period. This report must include:</p> <ul style="list-style-type: none"> - a brief summary of the outcome of your Grant - a full financial accounting of the expenditures of the grant with invoice(s)/receipt(s) for all payments used to fulfill the Grant Description you wish to have covered by this grant. <p>Invoices/receipts must have:</p> <ol style="list-style-type: none"> a. The description and quantity of products and/or services, line by line, and the cost of each of item; b. The date at which the products were purchased or when services occurred; c. The vendor's name with contact information; d. The Grantee's name somewhere on the invoice <p>(If The Grantee is unable to provide an invoice/receipt without one or more of these items, the invoice/receipt will be invalid and will be removed from final award amount.)</p> <ul style="list-style-type: none"> - a completed Spay Neuter Grant Summary (attached) for all surgeries included in the Grant. Each veterinarian listed in your summary under Surgery Performed By, must sign the last page of the summary, certifying that all surgeries that indicated them as the one who performed the surgery, were indeed performed. This is not be used as an invoice for procedures 	
5	The Foundation agrees to reimburse The Grantee up to, but not exceeding, the Grant Amount to solely implement the Grant Description, for expenses The Grantee incurred during the Grant Period following the submission of a Final Report.	
6	The Grantee agrees to cover any expenses exceeding the Grant Amount.	

7	The Grantee agrees to immediately notify The Foundation if any of the following occurs in the Grant Period: - any changes in key personnel - any changes in address or phone number - any development that significantly affects the operation of the Grant Description - any additional funding for the Grant Description	
8	The Grantee agrees to credit the participation of The Foundation as "Anonymous" in any advertisement, publicity or public comment related to the Grant Description.	
9	The Grantee will keep adequate records to document the expenditure of funds and activities supported by the grant. The Grantee agrees to make available to The Foundation the financial records related to the activities supported by the grant at any given time during the Grant Period.	
b	All veterinarians that will be performing any procedures must have an active license to practice veterinary medicine and had no formal complaints filed against them within the last year.	
10	In the event The Foundation finds that The Grantee has failed to comply with any terms of this agreement, The Foundation may cancel its participation in the Grant Description resulting in no funds being reimbursed.	
11	The Foundation is not obligated to issue reimbursement checks before the Final Report Due Date, regardless if the grantee completes and submits the final report prior to the due date.	

On behalf of The Grantee as a **Board Member**, I understand and agree to the foregoing terms and conditions of accepting Two Seven Oh Inc.'s grant, and authorize this agreement on The Grantee's behalf.

Signature: _____
Printed Name: _____
Board Position/Title: _____
Date: _____
E-mail: _____
Phone: _____

I authorize this grant agreement and terms listed above as a representative of The Foundation.

Signature of Director of Grants:  _____
Printed Name of Director of Grants: Katie Wagner _____
Date: December 11, 2023 _____

This signed agreement must be postmarked, faxed or emailed by: **January 8, 2024**

Please note that if each section is not initialed and the agreement is not signed by a **Member of the Board (or Board of Commissioners) the agreement will not be valid. If you have any questions please contact the Grant Administrator listed on your agreement.*

**Wexford County Board of Commissioners
Amendments to the 2024 Budget Log**

BOC Meeting Date	Acct	Acct Description	Revenue	Expense
2024-01-04	101-101-699.00	Fund Balance	\$31,922.00	
	101-168-899.00	Court Appointed Attorney		\$ 31,922.00
Comment/Reasoning: Increased public defenders cost				

LETTER OF UNDERSTANDING**On-Call Pay for TPOAM Community Corrections Supervisory Employees**

WHEREAS, the 28th Judicial Circuit Court (28th Cir. Court), Wexford County Board of Commissioners (County) and Technical, Professional and Officeworkers Association of Michigan (TPOAM), have agreed to a collective bargaining agreement for the supervisory unit from January 1, 2022, through December 31 2024 (the CBA); and

WHEREAS, the Parties wish to supplement the CBA regarding payment for on-call time for TPOAM Community Corrections Supervisory employees, only; and eliminate the 28th Cir. Court's past-practice granting 4 hours of weekly flex-time to Community Corrections Supervisory employees assigned weekday, weekend and holiday for on-call assignments.

NOW THEREFORE, IT IS AGREED THAT:

1. For the remaining duration of the CBA, TPOAM Community Corrections Supervisory employees shall be paid at the gross rate of twenty dollars (\$20.00) for each assigned (weekday, weekend and/or holiday) on-call day.
2. TPOAM Community Corrections Supervisory employees assigned to on-call must be available to be reached after hours, on weekend, or on holidays and appropriately respond to violations by defendants of pretrial release conditions including, where necessary, availability to return to work on a timely basis.
3. On-call assignments will be set by the Community Corrections Manager and will normally rotate between the TPOAM Community Corrections Supervisory employees. A copy of the schedule will be submitted to the Circuit Court Judge. TPOAM Community Corrections Supervisory employees may trade these days with advanced approval of the Circuit Court Judge or his/her designee, which approval shall not be unreasonably withheld.
4. The 28th Cir. Court's prior past practice to provide 4 hours of weekly flex-time to Community Corrections Supervisory employees assigned weekday, weekend and holiday for on-call assignments is superseded by this Letter of Understanding and, upon execution of this Letter of Understanding is eliminated.
5. Pay earned for on-call time is included in the regular rate for computation of overtime pay for any work week for which an employee receives both "on-call" and overtime premium compensation; but on-call hours are not considered hours worked for overtime computation purposes. Non- de minimis actual hours worked during on-call periods are required to be recorded and submitted by the Community Corrections Supervisory employees to payroll.
6. On-call scheduling can be suspended or discontinued by the 28th Cir. Court in its discretion.
7. All the other terms and conditions specified in the Parties' CBA shall remain in full force and effect, except as stated above.

County of Wexford

Gary Taylor, Chairperson Board of Commissioners

Date: _____

28th Judicial Circuit Court

Hon. Jason Elmore, Circuit Court Judge
Community Corrections Advisory Board Chairman

Date: _____

84th District Court

Honorable Audrey Van Alst, Chief Judge

Date: _____

TPOAM

Mistine Stark, Local Unit Rep.

Date: _____

TPOAM

Dan Kuhn, TPOAM Business Representative

Date: _____

COUNTY OF WEXFORD

Administration
 437 E. Division St.
 Cadillac, MI 49601
 (231) 779 - 9453

K.14.

**PURCHASE
 ORDER
 23-3157**

PO NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, SHIPPING PAPERS, & PACKAGES

Sold By:

Spectrum Printers Inc.
 Tecumseh, Michigan
 Matt Van Staveren
 mattv@mail.spectrumprinters.com

Requested By:

Wexford County Clerk's Office
 Alaina Nyman
 437 E. Division St.
 Cadillac, MI 49601

**Requested Purchase Order
 Date: 12/28/2023**

Account Line Item #: 101-191-7283.00 2024 Budget

Quote/Invoice Number:

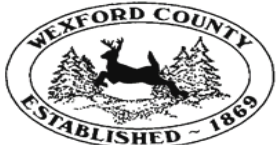
QTY ORDERED	DESCRIPTION	UNIT PRICE	AMOUNT
15060	Early Voting Postcards	\$0.20	\$3,012.00
15060	First Class Presort Postage	\$0.46	\$6,927.60
Grand Total:			\$9,939.60

CONDITIONS: GOODS ARE SUBJECT TO INSPECTION AND APPROVAL. IF SHIPMENT WILL BE DELAYED FOR ANY REASON, ADVISE IMMEDIATELY, STATING ALL THE NECESSARY FACTS. TO AVOID ERRORS, NOTE SPECIFICATIONS CAREFULLY AND FULLY. IF UNABLE TO COMPLETE ORDERS AS WRITTEN, NOTIFICATION MUST BE PROMPT.

AUTHORIZING PURCHASING AGENT:

Joe Porterfield, County Administrator

Copies:
 Requestor
 Administration Office
 Clerk's Office



FROM:



QUOTATION

Matt van Staveren, Account Representative
Mattv@mail.spectrumprinters.com
Cell: 517-442-6320

TO:

Wexford County
Alaina Nyman
Wexford County Clerks Office
437 E Division st
Cadillac, MI, 49601

DATE: 12/18/2023

DELIVERY: _____
As needed to meet deadlines

F.O.B. SHIPPING POINT
TERMS - NET 30 DAYS

QTY	DESCRIPTION	UNIT	PRICE	TOTAL
	PRINT AND MAIL EARLY VOTING POSTCARDS			
15,060	EARLY VOTING POSTCARDS <i>- Four color deisgn</i> <i>- Clerk provided .csv file for mailing addresses</i>	EACH	\$0.20	\$3,012.00
15,060	First Class Presort Postage <i>- Actual postage may vary slightly</i> <i>- Mailed from our Tecumseh, MI, plant</i>	EACH	\$0.46	\$6,927.60

Thank you for this opportunity to quote. Please call me with any questions or to place order.

This quote is valid for 30 days and is subject to change at the discretion of Spectrum Printers, Inc. Tecumseh, Michigan.

ACCEPTANCE

Date Accepted 12/20/2023

By Alaina Nyman

By Matt van Staveren, Account Rep

2024 Budget
101-191-728.00