



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, January 17, 2024, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATIONS AND REPORTS
- H. PUBLIC COMMENT
Designated for topics on the agenda only.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the January 03, 2024 Regular Meeting Minutes 1
- J. AGENDA ITEMS
 - 1. CWTA Opioid Funds Contract Amendment (*Executive 01/09/2024*).....6
 - 2. Central Dispatch Purchase: Equature Equipment – New Recorder Server (*Finance 01/11/2024*)..16
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
 - 1. Notice of Public Hearing – Cadillac Planning Commission 18
- M. PUBLIC COMMENT
Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, January 3, 2024

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, and Gary Taylor.

Absent- Commissioner Brian Potter.

Pledge of Allegiance.

Election of Board Vice-Chairperson

Commissioner Theobald nominated Commissioner Bush, seconded by Commissioner Baughan.

Roll Call: Motion passed 8-0.

Additions/Deletions to the Agenda-

Delete K.9: VC3 IT Contract

Approval of the Agenda

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

All in Favor.

Employee Recognition-

Brian Rood was honored for his 25 years of service.

Arjay Schopieray was honored for his 25 years of service.

Chad Sprik was also honored for his 20 years of service. All three will be given their certificates.

Presentation and Reports- None

Public Comment-

Don Koshmider, Cadillac, requested that an amendment be made to the December 20th meeting minutes. He gave an impersonation of Klaus Schwab, not Charles.

Consent Agenda

1. Approval of the December 20, 2023 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda with amendment.

All in favor.

Agenda Items

1. Board Organization Matters
 - a. Designation of Committee Chairs

Commissioner Taylor stated he would be keeping everything the same with Commissioner Musta serving as Chair to the Finance Committee, Commissioner Potter serving as Chair to the Human Resources and Public Safety Committee, and Commissioner Theobald serving as Chair to the Building and Recreation Committee.

MOTION by Comm Bush, seconded by Comm Adams to accept the decision of the Board Chair designating committee chairs to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

All in Favor.

- b. Assignment of Committee Members
Commissioner Taylor will be keeping the same committee members for each committee.

MOTION by Comm Theobald, seconded by Comm Mitchell to accept the decision of the Board Chair designating committee members to the Finance & Appropriations, Human Resources & Public Safety, and Recreation & Building Committees.

All in Favor.

- c. 2024 Meeting Schedule
MOTION by Comm Adams, seconded by Comm Bush to approve the 2024 Board and Committee Meeting Schedule.

Roll Call: Motion passed 8-0.

- d. Board and Liaison Appointments
Chair Taylor explained that they would remain the same.

MOTION by Comm Theobald, seconded by Comm Bush to accept the Chair's 2024 Board and Liaison appointments to other Boards and Committees.

All in Favor.

2. Annual Review of Policy A-0.0 Code of Ethics and Conduct-Commissioners
MOTION by Comm Bush, seconded by Comm Baughan to affirm Policy A-0.0, Code of Ethics and Conduct for Wexford County Commissioners.

Roll Call: Motion passed 8-0.

3. Resolution 24-01 Wexford County Depository

MOTION by Comm Musta, seconded by Comm Bush to approve Resolution 24-01, Wexford County Depository.

Roll Call: Motion Passed 8-0.

4. Resolution 24-02 Reaffirming Policy No. E-1.0 Investment Policy
MOTION by Comm Baughan, seconded by Comm Bush to approve Resolution 24-02, Reaffirming Policy No. E-1.0 Investment Policy.

Roll Call: Motion Passed 8-0.

5. Resolution 24-03 Civil Rights, ADA & Family Leave Act
MOTION by Comm Bush seconded by Comm Theobald to approve Resolution 24-03, Civil Rights, Americans with Disabilities Act, and Family Medical and Family Leave Act.

Roll Call: Motion Passed 8-0.

6. Resolution 24-04 Fair Housing
MOTION by Comm Mitchell, seconded by Comm Musta to approve Resolution 24-04, Fair Housing.

Roll Call: Motion passed 8-0

7. Resolution 24-05 Public Act 152 Health Care Requirements
MOTION by Comm Baughan, seconded by Comm Bush to approve Resolution 24-05, Public Act 152, Health Care Requirements.

Roll Call: Motion passed 8-0.

8. Resolution 24-06 Medical Examiner Cremation Permit Changes
MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution 24-06 Medical Examiner Cremation Permit Charges.

Roll Call: Motion passed 8-0.

10. MI-Works Lease Agreement Extension
MOTION by Comm Adams, seconded by Comm Theobald to approve the presented lease extension through February 29, 2024 with MI-Works and authorize the Chairman to sign.

Commissioner Bush asked if this was just until their building was completed. It was explained that that was the plan.

Roll Call: Motion passed 8-0.

11. Animal Shelter Two Seven Oh Inc. Grant Agreement
MOTION by Comm Adams, seconded by Comm Theobald to approve the Animal Shelter Two Seven Oh Inc. reimbursement grant agreement and authorize the Chairman to sign.

Roll Call: Motion passed unanimously.

12. FY2024 Budget Amendment-Probate Court Attorneys
MOTION by Comm Bush, seconded by Comm Theobald to approve the budget amendment dated January 03, 2024.

**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				

Roll Call: Motion passed 8-0.

13. Community Corrections Revised LOU
MOTION by Comm Theobald, seconded by Comm Baughan to approve the presented Community Corrections Revised LOU and authorize the Chairman to sign.

Roll Call: Motion passed 8-0.

14. Early Voting Postcards Purchase
MOTION by Comm Theobald, seconded by Comm Bush to approve the purchase of early voting postcards from Spectrum Printers Inc. in the amount of \$9,939.60 and waive the three-quote requirement in accordance with Section I. of Policy D-1.0 Purchasing, Contracts, and Sales.

Commissioner Adams asked if this covered all elections for 2024. The Clerk explained that the only requirement currently is one postcard mailing to voters. If the location of the Early Voting site changes, another mailing would be required. Clerk Nyman also explained that she was able to obtain two quotes, but not the third, as required by policy.

Roll Call: Motion passed unanimously.

Administrator's Report-

Deputy Administrator Bigger explained that the VC3 contract will hopefully be coming to the next Board meeting.

Correspondence- *None*

Public Comments-

Michael Mix, Colfax Township Supervisor, addressed the Board again regarding the address ordinance. He had received an email from Commissioner Townsend stating nothing can be done because of all of the other townships it would affect, and Mr. Mix found that unacceptable. The townships that choose to, could write their own ordinance. He believes that Colfax Township has the most building permits, and he wants this ordinance looked at.

Don Koshmider, Cadillac, reminded the Board of the Agenda 2030 and New World Order. He explained it is not just a conspiracy theory. He has been bullhorning where he can to get the information out to people. He wanted everyone to read “Great Awakening” by Alex Jones and to stay vigilant.

Liaison Reports- *None.*

Board Comments-

Comm Bush thanked everyone for the bode of confidence. He will continue to do his best he can do. He believes we are blessed with a good board and great staff at the county.

Comm Theobald thanked the three employees for their years of service. She requested letters be sent to their homes, so that the employees are aware of the certificate.

Chairman’s Comments-

Chair Taylor congratulated Administrator Porterfield on completing the NACO Leadership Program. He wished Jami luck, as she also begins it. He thanked everyone for attending the meeting.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:19 p.m. All in favor.

Gary Taylor, Chairperson

Alaina M. Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: January 9, 2024
SUBJECT: CWTA Opioid Funds Contract Amendment

SUMMARY OF ITEM TO BE PRESENTED:

The CWTA received a request to provide transportation to an addiction treatment center that was not listed on Exhibit A of the Agreement with the CWTA to provide rides to treatment centers utilizing opioid funding.

Exhibit A of the Agreement has been amended to allow additional addiction treatment service providers, as authorized, at an hourly cost not to exceed \$65 per hour.

RECOMMENDATION:

The Executive Committee forwards a recommendation to the full board to approve the amendment of Exhibit A.

**COUNTY USE OF OPIOID SETTLEMENT FUNDS
PLAN OF IMPLEMENTATION FUNDING AGREEMENT
BETWEEN
THE COUNTY OF WEXFORD
AND
CADILLAC-WEXFORD TRANSIT AUTHORITY**

THIS AGREEMENT, made and entered into by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, hereinafter referred to as the “County”), and **Cadillac – Wexford County Transit Authority** (hereinafter referred to as the “Recipient”). Collectively, the signatories are referred to as the Parties, and individually, as a Party.

RECITALS:

WHEREAS, the County has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the County was participant. The County’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until ca. 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the County developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the County received input and review of the Plan from outside third parties and concurrence on the Plan; and

WHEREAS, the County has determined to grant funding to the “Recipient” and the funding will be directed to opioid use disorder transport program used to provide transportation services to treatment service providers for offenders with possible opioid use disorders (“the Program”). Funding will be provided in amount not to exceed THIRTY THOUSAND and 00/100 Dollars (\$30,000.00) (the “Award Amount”); and

WHEREAS, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses originally marked Exhibit “E” in the settlements.

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount, and any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

WHEREAS, the Recipient, a qualified and experienced provider of the services herein.

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

1. Term and Termination. This Agreement shall commence on its effective date and continue until it expires or is terminated as provided for herein.

A. **Effective Date.** This Agreement shall become effective on the date (the "Effective Date") that all of the following has occurred: (i) the approval of the Plan by the Board of Commissioners of the County; (ii) the approval by the governing body of the Recipient; (iii) the execution by an authorized officer of the County; and (iv) the execution by an authorized officer of the Recipient.

B. **Term and Expiration.** This Agreement shall commence on the Effective Date Term. This Agreement shall commence on the Effective Date and continue until the earlier of the following:

i. the period of 365 calendar days after the Effective Date. The Parties may extend this Agreement in writing for additional terms as outlined in an amendment to this Agreement; or

ii. the Award Amount sum has been fully expended.

C. **Termination without Cause.** The County or the Recipient may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

D. **Termination for Cause.** Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of Applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.

2. Scope of Services. The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.

3. Compensation. It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount.

The County shall compensate the Recipient for authorized Program services UP TO BUT NOT TO EXCEED the Award Amount at the rate set forth in "Breakdown of Transportation Costs for WexExpress attached to Exhibit A. Any costs of the Program and services in excess of the Award Amount shall be the sole responsibility of the Recipient. The Recipient shall submit monthly or quarterly invoices, as determined by the County, which invoices shall include the date

and sum billed for each authorized Program transport, and such further and additional supporting documentation sufficient in the opinion of the County to support the payment request (which may include, but is not limited to, any documentation certifying that applicable suppliers/providers of the Recipient have been paid).

The County shall pay County-approved invoices within thirty (30) days of receipt thereof. If the County has requested additional supporting documentation for a portion of the costs of the Plan 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 costs.

Payment by the County to the Recipient is subject to the availability of funds as determined by and in the sole discretion of the County.

4. Future Funding. County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.

5. Reports. Recipient shall provide the County timely and reasonable access to all data and information in the Recipient's possession or control related to the Plan, Program and/or necessary to comply with this Agreement. Recipient shall provide the County or its designated agent(s) information on Program services related to Award Amounts. Failure to do so in an accurate and timely manner may result in termination for cause.

6. Right of Audit. The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount. If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

7. Right of Inspection. Within ten (10) calendar days of providing notice, the County and its authorized representatives or designees have the right to enter and inspect Recipient's premises or any other places where work is being performed under this Agreement or in any location where records are kept related to the Project, and examine, copy, and audit all records related to this Agreement. The Recipient must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on

subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of this Agreement must be paid or refunded within forty-five (45) calendar days.

8. Recipient Monitoring. The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the County related to the Award, (3) written responses to internal control questionnaires.

9. Compliance with the Law. The Recipient shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

10. Applicable Law and Venue. This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by Federal law.

In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes 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 any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, in the district and division in which the County is located.

11. Independent Contractor. It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants and agents of the Recipient shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Recipient's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Recipient shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

12. Nondiscrimination. The Recipient, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, programs and services provided, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or political affiliation. The Recipient shall include the language of this assurance in all subcontracts for services covered by this Agreement. Breach of any provisions of this section shall be regarded as a material breach of this Agreement.

13. Indemnification and Hold Harmless. The Recipient shall, at its own expense, protect, defend, indemnify and hold harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Recipient or any of its officers, employees, agents or subcontractors which may arise out of this Agreement. This includes any repayment which may be required in the event any portion of the Award Amount is not spent in conformance with this Agreement or the limitations of Exhibit B such that the County is required to return or forego any portion of the Settlement Payments.

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

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

A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.

D. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County, and all of the County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or

excess.

E. Deductibles and SIRs. The Recipient shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.

F. Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: both the Wexford County Administrator and In the event the Recipient's insurer refuses to provide such an endorsement the Recipient shall be responsible for providing the required notice.

G. Proof of Insurance. The Recipient shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

15. Waivers; Remedies. No delay on the part of any of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the either Party of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity.

In the event the Recipient is in breach of any provision of Applicable Law, or misuses the Award Amount funding in any way, it shall immediately, upon written demand from the County, repay all of the funds previously received pursuant to this Agreement.

16. Modifications, Amendments or Waiver of Provisions of the Agreement. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

17. Assignment or Subcontracting. The Recipient shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

18. 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.

19. Complete Agreement. This Agreement, Exhibit A, and any additional or supplementary documents incorporated herein by specific reference 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.

20. Survival Clause. All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement 's term or the termination of this Agreement.

21. 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.

22. Force Majeure. Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

23. Non-Beneficiary Contract. Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.

24. Notice. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by either electronic mail with confirmation of receipt or by first class mail. All such written notices shall be addressed as provided below. All correspondence shall be considered delivered to a Party as of the date that the electronic confirmation of receipt is received (if notice is provided by electronic mail) or when notice is deposited with sufficient postage with the United State Postal Service. A notice of termination shall be sent via electronic mail with confirmation of receipt or via certified mail to the address specified below. Notices shall be mailed to the following addresses:

If to County: 437 E. Division St, Cadillac MI 49601.

If to Recipient: 951 Casa Road Cadillac, MI 49601

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

26. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

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

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

COUNTY OF WEXFORD

CADILLAC-WEXFORD TRANSIT AUTHORITY

By: _____
Gary Taylor, Chairperson
County Board of Commissioners

Date: _____

By: _____
(Signature)
Name: _____
(Print or Type)
Title: _____
(Print or Type)
Date: _____

Exhibit A Scope of Work

As set forth in the proposal by Recipient, CWTA shall -- on the date and time scheduled by, and upon specific authorization of, approved staff employed by the Wexford Community Corrections Department, 84th District Court Probation Office or the Wexford County branch of the Michigan Department of Corrections & Parole Department – provide those individual offenders/diversion program participants authorized by the Wexford Community Corrections Department, 84th District Court Probation Office or the Wexford County branch of the Michigan Department of Corrections & Parole Department as suffering with possible opioid use disorders with appropriate, safe, and cost-effective transportation services to the addiction treatment service providers listed below:

Breakdown of Transportation Costs for WexExpress:

ATS, Traverse City: Cost \$130
1010 S. Garfield, Traverse City: Pick up at the courthouse
Approximately 45 miles OW, 90 miles RT: Approximately 2 hours @\$65.00/hour

Ten 16 Recovery Network, Midland: Cost \$195
1610 Eastman Ave., Midland, MI: Pick up at the courthouse
Approximately 85 miles OW, 170 RT: Approximately 3 hours @\$65.00/hour

Ten 16 Recovery Network, Gladwin: Cost \$162
1302 Chatterton, Suite 2, Gladwin, MI: Pick up at the courthouse
Approximately 56 miles OW, 112 RT: Approximately 2.5 hours @\$65.00/hour

Harbor Hall in Petoskey: Cost \$227
704 Emmet St. Petoskey, MI: Pick up at the courthouse
Approximately 90 miles OW, 180 RT: Approximately 3.5 hours @\$65.00/hour

Sunrise Centre in Alpena: Cost \$373
630 Walnut St, Alpena, MI: Pick up at the courthouse
Approximately 145 miles OW, 290 RT: Approximately 5.75 hours @\$65.00/hour

Meridian Health Services, Waterford: Cost \$390
1255 N Oakland Blvd, Waterford, MI: Pick up at the courthouse
Approximately 180 miles OW, 360 miles RT: Approximately 6 hours @\$65.00/hour

Sacred Heart, Richmond: Cost \$422
400 Stoddard Rd, Richmond, MI: Pick up at the courthouse
Approximately 205 miles OW, 410 miles RT: Approximately 6.5 hours @\$65.00/hour

Additional Michigan addiction service providers can be utilized as specified and authorized, in writing, by the Chief Judge and at an hourly cost not to exceed \$65 per hour.



Wexford County

Request for Board of Commissioner Action

Department: Central Dispatch

Submitted by: Travis Baker

Subject: Equature Equipment - New Recorder Server

Committee: Finance

Committee Meeting Date: 1-11-2024

BOC Meeting Date: 1-17-2024

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

Approval to purchase equature recording equipment for Central Dispatch.

Financial Information (note the total cost, if the cost is budgeted, if there will be any future costs, e.g., maintenance contracts, and any other information that would assist the commissioners with this decision):

Cost is \$ 8,767.94 and will be coming from the 261-000-980.00 line item. This is part of the agreement and contract we have in place with them and will be a yearly quote for the next 4 years.

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

This is equipment is needed to replace exiting servers within Central Dispatch that moved over with us from the old building. This is a recorder for our phones, and radios.

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

Notification will be sent to Equature as soon as the board approves this purchase.

List of Attachments:

Remit payment to: Equature P.O. Box 290 Southfield Mi 48037

18311 W. 10 Mile #200 | Southfield MI 48075
 248-569-6440
 www.equature.com

Date	Order #
10/6/2023	28340

Bill To	Ship To
Accounts Payable Wexford County Central Dispatch 971 Lincoln Street Cadillac MI 49601 United States	Duane Alworden Wexford County Central Dispatch 971 Lincoln Street Cadillac MI 49601 United States

Terms	PO #	Ship Via	Account #		
Due on receipt			608757		
Item	Qty	Description	Unit Price	Amount	Serial #
EQADSVR	1	Equature Advanced Server Chassis Viewpoint – Site License Proactive Monitor & Support Package Redundant Power Supply	7,017.94	7,017.94	EQ4C401476
EQ Core Software	1	Equature NG Core Software Viewpoint Core Site License Software Capture Licenses not included	0.00	0.00	
EQLDA16-EH	1	LD1609EH 16-Port Analog Recording card	0.00	0.00	
EQA001	16	Analog Voice License	0.00	0.00	
EQV001	3	VoIP License	0.00	0.00	
EQTRSC	3	Transcription License	0.00	0.00	
EQCNCT	1	Connect Watch License	0.00	0.00	
Labor/Recorders	1	Professional Services Implementation, Quality Confirmation & Training	1,750.00	1,750.00	
EQ-PPP	1	5-Year Premier Partnership Program includes: Service & Support -Hardware Components -EQ Software Upgrades -Technical Support -Remote Monitoring Billed annually. Year 1 of 5	0.00	0.00	
EQ-Terms	1	Payment Terms 100% of Invoice Total due upon receipt of equipment. Please remit payment to P.O. Box 290, Southfield, MI 48037	0.00	0.00	

Thank you for your business. Credit card accepted for payment with an additional 3% surcharge.	Total	\$8,767.94
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**NOTICE OF PUBLIC HEARING
CADILLAC PLANNING COMMISSION
SPECIAL LAND USE
1125 LINCOLN ST
CADILLAC, MI**

The Cadillac Planning Commission will conduct a public hearing at its regularly scheduled meeting of Monday, January 22, 2024, for the receipt of comment on an application filed by New Hope Shelter dba New Hope Center, owner of the property located at 1125 Lincoln St to allow for building of an additional operations building to an already approved special land use permit. The property is zoned RM-1, Multiple-Family Residential District. The tax identification number is 10-095-00-013-01.

The meeting at which the hearing will be conducted begins at 6:00 p.m. in the Council Chambers of the Cadillac Administrative Offices, 200 N. Lake Street, Cadillac, MI 49601. Questions or written comments regarding the above should be directed to the Community Development Department, 200 North Lake Street, Cadillac, MI 49601. Telephone: 231-775-0181, extension 7325. A copy of the application including a map of the area described above may be inspected at the above address during regular business hours. Written comments must be received at the Cadillac Administrative Offices no later than 5:00 P.M. of the public hearing date to be included in the public hearing record. The City of Cadillac complies with the Americans with Disabilities Act. If auxiliary aids or services are required at a public meeting for individuals with disabilities, please contact John Wallace, 200 North Lake Street, Cadillac, MI 49601, (231) 775-0181, Ext. 7325, at least three (3) business days prior to any such meeting.

Dear Resident and/or Property Owner - This notice has been sent in compliance with the Michigan Zoning Enabling Act. Your attendance at the meeting and/or submission of written comments is always welcomed but not required.