



Wexford County

EXECUTIVE COMMITTEE

Gary Taylor, Chair

NOTICE OF MEETING

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, July 09, 2024, beginning at 4:00 p.m. in the Commissioners’ Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JUNE 11, 2024, REGUALR MEETING MINUTES 1
- F. PUBLIC COMMENTS
Designated for topics on the agenda only.
- G. AGENDA ITEMS
 - 1. Discussion on Current Litigation Matters
 - 2. Infrastructure Alternatives Inc. Monthly Report (*T. Lutke, June 2024*) 3
 - 3. MMR Agreement 4
 - 4. CWTA Rides to Treatment Agreement - Amendment #2 6
 - 5. Carport Structure for DHD #10’s Mobile Unit..... 15
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

COUNTY OF WEXFORD
EXECUTIVE COMMITTEE MEETING
MEETING MINUTES
June 11, 2024

The regular meeting was called to order by Chair Gary Taylor at 4:00 p.m. in the Commissioners' Room, located on the third floor of the Historic Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Gary Taylor, Chair; Mike Musta, Brian Potter, and Julie Theobald
Members Absent: None
Also Present: Jami Bigger, Deputy County Administrator/HR Director; Erica Heis, Chief Deputy Register of Deeds; Megan Kujawa, Sr. Executive Administrative Assistant; Thomas Lutke, IAI Project Manager; Kristi Nottingham, Treasurer; and Joe Porterfield, County Administrator/Equalization Director

ADDITIONS OR DELETIONS TO THE AGENDA

ADDED: *G.4. Interlocal Agreement for Materials Management Plan*

APPROVAL OF THE AGENDA

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

APPROVAL OF THE MINUTES

A motion was made by Comm. Musta and supported by Comm. Theobald to approve the May 14, 2024 Regular Meeting Minutes. A vote was called, all in favor. Motion passed, 4-0.

PUBLIC COMMENTS

None.

AGENDA ITEMS

G.1. Discussion on Current Litigation Matters

Mr. Porterfield, County Administrator, informed the committee there were several employees that were served regarding an inmate that passed away, MMRMA was contacted, and they reached out to American Correctional Healthcare per the contract. There have been no updates for Bliss v. Wexford or any of the tax foreclosures.

G.2. Infrastructure Alternatives Inc. Monthly Report

Mr. Thomas Lutke, IAI Project Manager, reviewed the provided report with the committee. Mr. Lutke provided a quote from Matt's Underground Utility Construction for a new customer water connection.

A motion was made by Comm. Theobald and supported by Comm. Potter to forward a recommendation to the full board to approve the quote from Matt's Underground Utility Construction in the amount of \$15,460.00. A vote was called, all in favor. Motion passed, 4-0.

G.3. Resolution 24-16 Materials Management Planning for Wexford County

A motion was made by Comm. Musta and supported by Comm. Potter to forward a recommendation to the full board to approve Resolution 24-16 Assuming Responsibility as the County Approval Agency for Materials Management Planning for Wexford County. A vote was called, all in favor. Motion passed, 4-0.

G.4. Interlocal Agreement for Materials Management Plan

A motion was made by Comm. Theobald and supported by Comm. Musta to forward a recommendation to the full board to approve the Interlocal Agreement for Materials Management Planning between Wexford, Missaukee, and Manistee Counties.

Mr. Porterfield informed the committee that the County needs to submit their letter of intent to EGLE by the end of the month, the agreement can be amended, and Kalkaska and Mason Counties are considering joining in. He will be making a recommendation to contract with Networks Northwest.

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

CORRESPONDENCE

None.

ADMINISTRATOR'S COMMENTS

Mr. Porterfield informed the committee that the Airport has their audit finished and a draft was submitted to Rehmann. The cement at the fairgrounds where the Octagon building used to be will be getting removed.

Comm. Musta asked about the status of vacating the roads. Mr. Porterfield stated that it has been approved and they are in the process of combining the parcels. He has been working with Skillman and Associates on the process of getting an RFP for architects along with financial consultants and bond counsel.

Comm. Potter asked Mr. Porterfield to reach out to Ms. Lisa Kaspriak from the Mid-Michigan Medical Examiner Group to get clarity on what exactly she is requesting of the County regarding the body scanner.

PUBLIC COMMENTS

None.

COMMITTEE COMMENTS

None.

CHAIR COMMENTS

None.

ADJOURN

A motion was made by Comm. Theobald and supported by Comm. Potter to adjourn at 4:11 p.m. A vote was called, all in favor. Motion passed, 4-0.

Gary Taylor, Chair

Megan Kujawa, Recording Secretary



**INFRASTRUCTURE
ALTERNATIVES, INC.**

Monthly Operations & Maintenance Report

July 9, 2024

Report for Month: June 2024
Location: Wexford County
Facilities: Cedar Creek Water Plant & Distribution System
Operator in Charge: Ryan Longstreet, Certified Operator

Emergency Callouts/Customer Concerns

- ❑ 6/3 – Customer at 2771 N. Mackinaw Trail called about a white residue left behind after water evaporates on the counter. Told customer that it was likely mineral buildup due to water hardness and that vinegar diluted with water works well to remove buildup.

Significant Events:

- ❑ 6/4 – Submitted Sanitary Survey Response to EGLE. Included the certificate of distribution for the annual water reports as well.
- ❑ 6/7 – Water turn off at 1480 N. Mackinaw Trail.
- ❑ 6/12 – Water Permit Application submitted for new customer on N. Mackinaw Trail. They will be sending in the connection fee in early July.

Preventive Maintenance:

- ❑ 6/5 – Annual Service and load testing on wellhouse generator.
- ❑ IAI staff continues to regularly monitor chlorine residuals throughout the water system.

Facilities Data for the Month

Production at Well House	409,060 gallons
Metered Usage	296,815 gallons
Metered Flushing	197,450 gallons
Difference *(% Gain)	*85,205 gallons (20.83%)



THIRD AMENDMENT TO THE ASSIGNED AGREEMENT BETWEEN THE COUNTY OF WEXFORD AND MOBILE MEDICAL RESPONSE, INC. FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES

THIS THIRD AMENDMENT TO EMERGENCY MEDICAL SERVICES AGREEMENT (“Third Amendment”) is made and enacted this 6 day of June, 2024, by and between Mobile Medical Response, Inc., 834 S. Washington Ave. Saginaw, MI 48601 (hereinafter referred to as "MMR") and Wexford County (hereinafter referred to as "County"); and

WHEREAS, County and North Flight, Inc., a Michigan nonprofit corporation (“North Flight”) entered into an Agreement for the Provision of Emergency Medical Services dated effective as of December 31, 1994 (the “Initial Agreement”); and

WHEREAS, the Initial Agreement was as amended by the County and North Flight by a first amendment effective December 1, 1995 (the “First Amendment”), and subsequently amended by a second amendment between the County and North Flight effective January 1, 2011 (the “Second Amendment”); and

WHEREAS, at the request of North Flight, the County and North Flight agreed to a written confirmation agreement dated February 2, 2020 (“Confirmation Agreement”) which clarified and confirmed that the Initial Agreement, as amended by the First Amendment and Second Amendment remained in full force and effect as February 2, 2020, and was subject under Section 5 of the Second Amendment to a year-to-year duration which could be automatically renewed for additional one-year periods unless the County or North Flight were terminate in compliance with Section 5 of the Second Amendment; and

WHEREAS, in response to notice and request by MMR dated October 26, 2020, the County provided written consent of the Assignment to MMR of the Initial Agreement, as amended by the First Amendment and Second Amendment (the “Assignment”); and

WHEREAS, the Initial Agreement, the First Amendment, the Second Amendment, and the Assignment are attached hereto as Exhibit A, and incorporated by reference into this Third Amendment to the Agreement for the Provision of Emergency Medical Services; and

WHEREAS, MMR and the County wish amend Section 3.1 of the Second Amended Agreement.

NOW THEREFORE, in consideration of these presents and the agreement of each other, MMR and County agree that the Section 3.1 of the Second Amended Agreement shall be and the same is hereby amended as follows:

3.1 Payment to MMR:

Commencing in 2024, MMR shall continue to provide the services obliged to be rendered by MMR under the Initial Agreement, as amended by the First Amendment and Second Amendment, MMR will not charge for jail transports, community education courses, (which includes CPR, Camp 911, person checks, athletic events and blood pressure clinics) and for cancellation or refusal of stand-by services. Commencing in 2024, and for each subsequent year thereafter (unless the County or MMR were to terminate in compliance with Section 5 of the Second Amendment) all services shall be provided by MMR in sole consideration for the County’s agreement to continue and extend MMR’s lease and permit occupancy of the leased premises located at 429 Cobb Street; Cadillac, MI 49601 – which MMR


acknowledges constitutes adequate consideration for its obligations hereunder.

All other terms and conditions of the assigned the Initial Agreement, the First Amendment, the Second Amendment shall remain the same.

This Third Amendment may be executed in counterparts by the parties hereto, each of which, when so executed and delivered, shall be an original, but all counterparts shall together constitute one instrument.

IN WITNESS WHEREOF, County and MMR have executed this Third Amendment.

Mobile Medical Response Inc


By: ERIC SNIDERSICH, VP

Date: June 6, 2024

Wexford County

By: Gary Taylor, Chairperson

Date: _____, 2024

**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

By: _____
(Signature)

Name: _____
(Print or Type)

Date: _____

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.

Addiction Treatment Services may also contact CWTA for those suffering with possible opioid use disorders to provide appropriate, safe, and cost-effective transportation services to the addiction treatment service providers listed below upon specific authorization from the Chief Executive Officer or Mobile Program Manager of Addiction Treatment Services for Wexford County residents:

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.

BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM

TO: Executive Committee
FROM: Administration
FOR MEETING DATE: July 9, 2024
SUBJECT: Carport - Mobile Unit - DHD#10

SUMMARY OF ITEM TO BE PRESENTED:

The Health Department would like a carport over their mobile unit to provide some shelter from the elements. Mr. Hughes, Health Director, has been working with Mr. Kerr, Maintenance Director, for placement and approval of putting up a carport structure.

As part of a four-year grant, DHD has funding they can use for infrastructure related expenses, so they have all of the funding to cover this cost. Ideally, they would like this done this fiscal year but recognize that they are getting a late start on this project so it may have to wait until next fiscal year. Fortunately, their funding can carry over from year to year for the four years.

Location wise, they had initially thought that if they could find a spot on the DHD#10 campus that it could be constructed here. That is unless the County has other space that they could put such a garage up on and store the vehicle there. Mr. Hughes is open to suggestions/ideas on the location. Mr. Kerr suggested putting it inside the gated area at the Sheriff's Office. Sheriff Taylor is approving of that.

RECOMMENDATION:

Discuss the request and make a recommendation to the full board to allow the Health Department to place the carport at either the Health Department or Sheriff's Office.