



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, September 18, 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 September 4, 2024, Regular Meeting Minutes.....1
- J. AGENDA ITEMS
 - 1. Materials Management Plan DPA Agreement (*Finance 8/28/2024*).....4
 - 2. ATS Contract Amendment (*Executive 9/10/2024*)18
 - 3. FY25 Medical Examiner Budget Request (*Finance (9/12/2024)*)20
 - 4. Telnet Services Agreement Renewal for Lake Street (*Finance 9/12/2024*)22
 - 5. Telnet Services Agreement Renewal for Courthouse (*Finance 9/12/2024*)31
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- 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, September 4, 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, Brian Potter and Gary Taylor.

Absent- None.

Pledge of Allegiance.

Additions/Deletions to the Agenda- J.4.

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports- *None*

Public Comment- *None*

Consent Agenda

1. Approval of the August 21, 2024 Regular Meeting Minutes
MOTION by Comm Musta, seconded by Comm Adams to approve the Consent Agenda.

All in favor.

Agenda Items

1. Wexford /Missaukee Community Corrections Advisory Board Appointment
MOTION by Comm Theobald, seconded by Comm Townsend to appoint Melissa Bismack to Wexford/Missaukee Community Corrections Advisory Board Appointment with a term expiring December 31, 2025.

Roll Call: Motion passed 9-0.

2. Reclassification Request-Probate Court Administrator
MOTION by Comm Adams, seconded by Comm Townsend to approve reclassifying the Probate Court Administrator position to an M3 effective January1, 2025.

Comm Theobald asked if this was in the Probate Court budget. Deputy Administrator Bigger responded that the effective date was January 1, 2025 and is included in that budget.

Roll Call: Motion passed 9-0.

3. Reclassification Request-Family Division Administrator
MOTION by Comm Baughan seconded by Comm Townsend to approve reclassifying the Family Division Administrator position to an M3 effective January 1, 2025.

Roll Call: Motion passed 9-0.

Administrator's Report-

Administrator Porterfield informed the Board that he and Jami have been meeting with department heads to get their budgets submitted for next year. Most have been submitted but there are still adjustments that they are looking at.

Mr. Porterfield has been speaking with Wexford Joint Planning Commission and MSUE about leasing space at the Lake Street Building.

Administrator Porterfield, Commissioner Taylor and Commissioner Townsend have a meeting in Mesick about possible removal of Dams on the Manistee River. Consumers Energy will be there with additional information as to what they are thinking.

He mentioned that the Security Training that was put on by the National Sheriff's Association was very well received by the Board and Court Staff that attended. There were some good ideas that came from the meeting. Judge Elmore is working on creating a task force to work on security in this building and updating a new security manual.

Mr. Porterfield mentioned an article that was produced by ICE, indicating that Wexford County was considered a Sanctuary County for illegal immigrants. He informed the board that he has checked through records of the past several years and has found no resolution or policy stating that Wexford is a Sanctuary County for illegal immigrants. He indicated that Sheriff Taylor is meeting ICE to see what Wexford County has to do to get off the list.

He stated that the MAC Conference will be held at the end of the month in Grand Traverse County and that he would be attending as well as Deputy Administrator Bigger and several Board members.

Correspondence-None

Public Comments-

Mike Mix, Colfax Township Supervisor, mentioned to the Board that this is month 11 of discussion regarding the address ordinance. He acknowledged that there were board

members that support him and those that don't support. He challenged the board to have one board member make a motion and one to second, to add the address ordinance at the beginning of the meeting in Item D Additions and Deletions, he would like to see a roll call vote to see exactly where the board stands on this issue. He reminded the board that respect is earned.

Eric Mollitor, Wexford County, read Article 1, Section 1, of the Michigan Constitution regarding Political Power. He mentioned to Comm Taylor that he would like to know the date, place and time of an upcoming meeting regarding the Red Flag Laws and 2nd Amendment Rights.

Don Koshmider, Cadillac, Michigan, told the Board that he was disappointed in the Attorney's Policy regarding no political practices on county property during business hours. He mentioned that the Trump Unity Bridge guy wanted to come the Wex and was turned away. He feels that everyone should be able to have their first amendment right to be heard. He reminded the Board that Agenda 2030 is a real thing and we are closer to nuclear Armageddon. Mr. Koshmider also told the Board that Trump was getting sentenced in New York on September 18 to one year in prison. He reminded the Board to watch InfoWars for tomorrow's news today.

Liaison Reports- *None*

Board Comments-

Comm Adams thanked Administrator Porterfield for fielding the questions regarding the Sanctuary Cities. She also thanked Deputy Administrator Bigger for the Cyber Training. She mentioned that Wings to Wheels event was fabulous and a great event for our County.

Comm Theobald mentioned that Max went to Wings to Wheels and is now going to be a pilot. She appreciates the help with the Sanctuary Cities and the latitude with learning the timer thing.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

**MOTION by Comm Potter seconded by Comm Theobald to adjourn at 4:16 p.m.
All in favor.**

Gary Taylor, Chairperson

Karen Maury, Chief Deputy Clerk

Thursday, September 5, 2024

To: Manistee County, Missaukee County, and Wexford County
Fr: Mathew Cooke, Community Planner
Re: Materials Management Planning Contract

Revisions have been made from Mr. Grahams comments on the draft agreement. Revisions outside of general grammar or spelling, include:

1. Removal of Paragraph IV.5. We do not want to tie meetings or community engagement events to a specific space as this should be a fluid option to host meetings or events within all three Counties, therefore removal or keeping as is are acceptable.
2. Paragraph V. Revisions made to clarify funding source and availability.
3. Clarified for multiple parties involvement.
4. We have included new and updated indemnification language.
5. Clarification on MMPC. Networks Northwest will help with messaging (press releases) and emailing business, organizations, or individuals who meet requirements for the MMPC (such as haulers or environmental groups), which is the same we are doing for other MMP processes.
6. The MMPC is to be appointed by the Manistee County BOC with input from Missaukee County and Wexford County BOCs – this should be established in the Interlocal Agreement between the Counties and not in this agreement. The MMPC will continue on beyond the Material Management Plan contract with Networks Northwest.

Please let us know if there are any additional revisions or discussion points.

Contractual Agreement
Between

Manistee County
415 Third Street
Manistee, MI 49660

Missaukee County
111 South Canal Street
Lake City, MI 49651

Wexford County
437 East Division Street
Cadillac, MI 49601

And

Networks Northwest
P.O. Box 506
Traverse City, MI 49685-0506

This Contract, designated Number 5188 is made and entered into by and between Manistee County, 415 Third Street Manistee, MI 49660, and Missaukee County, 111 South Canal Street Lake City, MI 49651, and Wexford County, 437 East Division Street Cadillac, MI 49601 hereinafter referred to as THE COUNTIES and Networks Northwest, P.O. Box 506 Traverse City, MI 49685-0506, hereinafter referred to as NN.

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. STATEMENT OF PURPOSE

The purpose of this agreement is to develop terms and conditions to support the arrangement for NN to provide services as the Designated Planning Agency for THE COUNTIES Multi-County Materials Management Plan development and the administration and facilitation of the Manistee-Missaukee-Wexford Materials Management Planning Committee.

II. SCOPE OF WORK

NN agrees to perform the functions set forth in this contract (pages 1-3) and in Attachment A (pages 5-13) and comply fully with mutually agreed upon subsequent revisions and/or modifications. The Scope of Work is to include all required deliverables found on page 5-13 of attachment A of this contract.

III. PERIOD OF PERFORMANCE

NN shall commence performance of this Contract on September 1, 2024, and shall complete said performance by July 1st, 2027.

IV. STIPULATIONS

1. All powers not explicitly vested in THE COUNTIES shall remain with NN.
2. A request for Contract modification can be made by any party and will be subject to negotiation and mutual consensus.
3. The agreed upon compensation shall not include data acquisition fees.
 - THE COUNTIES will provide necessary County GIS data files.
4. NN staff facilitating the process shall attend all Materials Management Planning Committee meetings with a written email update sent every other month during the process.

V. COMPENSATION

1. Subject to the requirements of subparagraph 2 below, THE COUNTIES agree to pay NN as compensation for all work performed and services provided under this Agreement as outlined in Attachment A. Payment shall be due upon receipt of invoice from NN. Compensation for the services outlined in Appendix A of this contract is set at five hundred forty thousand dollars (\$540,000, \$180,000 per County). Payment shall occur in multiple installments with invoices provided for $\frac{1}{4}$ (one-quarter) of the total contract amount according to the provided schedule.,
 - a. Invoices shall be individually sent to each of the participating COUNTIES according to the following schedule
 - i. $\frac{1}{4}$ shall be invoiced upon execution of the contract
 - ii. $\frac{1}{4}$ shall be invoiced upon the start of the 2025 calendar year
 - iii. $\frac{1}{4}$ shall be invoiced upon the start of the 2026 calendar year
 - iv. $\frac{1}{4}$ shall be invoiced upon completion of the project as outlined in this contract to be July 1st, 2027.
2. The payment requirements of subparagraph 1 above shall be expressly contingent upon funding provided by the State of Michigan under the Income Tax Act of 1967, as amended, or any other funding source.

VI. TERMINATION

1. Any party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination.
2. If any party terminates this Contract, NN will be reimbursed for all costs incurred up to receipt date of said effective termination date. NN will be reimbursed a proportionate share of the fixed fee based on the portion of the project that is complete as determined by THE COUNTIES; and THE COUNTIES will receive the work product produced by NN under this Contract up to the effective date of termination, prior to NN being reimbursed. In no case will the compensation paid to NN for partial completion of services exceed the amount NN would have received had the services been completed in full.

3. In the case of termination by one or more counties representing the minority of the whole, the terminating county(ies) understand(s) that they will assume all the responsibilities outlined in the AGREEMENT required by MCL 324.155 et seq. NN reserves the right to not act as the Designated Planning Agency for a county no longer subject to this AGREEMENT.

VII. INDEMNIFICATION

1. THE COUNTIES shall not be obligated to indemnify and defend NN for any negligence or willful misconduct of NN, whether passive or active (including its officers, employees and agents); and NN shall indemnify, defend and hold harmless THE COUNTIES for said negligent or willful misconduct of NN.
2. THE COUNTIES shall indemnify and hold harmless NN from negligence and willful misconduct by officials of THE COUNTIES.
3. NN shall indemnify, defend and hold harmless THE COUNTIES from said negligent or willful misconduct of NN (including its officers, employees and agents).
4. NETWORKS NORTHWEST shall agree to add THE COUNTIES as Additional Insured on a Primary-Noncontributory basis, including Waiver of Subrogation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ACKNOWLEDGEMENT OF AGREEMENT

MANISTEE COUNTIES

Jeff Dontz
Board of Commissioners Board Chair

Date

MISSAUKEE COUNTIES

Dean Smallegan
Board of Commissioners Chairperson

Date

WEXFORD COUNTIES

Gary Taylor
Board of Commissioners Chairman

Date

NETWORKS NORTHWEST

Chris Christensen
Chief Elected Officer

Date

Attachment A

SCOPE OF WORK

Manistee-Missaukee-Wexford County Multi-County Materials Management Plan Designated Planning Agency, Materials Management Plan Development, and Materials Management Planning Committee Administration and Facilitation :

- Period of Service: September 1st, 2024 through July 1st, 2027
- Cost: Five Hundred Forty Thousand Dollars and Zero Cents (\$540,000)
 - Manistee, Missaukee, and Wexford Counties each are responsible for \$180,000.
 - With payment occurring:
 - in four installments of 1/4 (one-quarter) of the amount of the contract.
 - Invoices shall be sent according to the following schedule
 - 1/4 shall be invoiced upon execution of the contract
 - 1/4 shall be invoiced upon the start of the 2025 calendar year
 - 1/4 shall be invoiced upon the start of the 2026 calendar year
 - 1/4 shall be invoiced upon completion of the project as outlined in this contract to be July 1st, 2027.

Summary:

The State of Michigan called for an update to County Material Management Plans as the result of an update to solid waste laws known as Part 115 Solid Waste Management (Part 115 of the Natural Resources and Environmental Protection Act, Act 451 of 1994). Current Solid Waste Plans focus on disposal capacities, while the updated Materials Management Plans will focus on sustainable materials management, such as recycling and composting, instead of primarily disposal.

Manistee, Missaukee, and Wexford Counties will be working with Networks Northwest for the development of a Multi-County Materials Management Plan. The plan will be developed to meet the legislation contained in the Part 115 language, material management best practices, and the input received from community input and engagement. The development of the plan will utilize the EGLE developed format and be guided by the Materials Management Planning Committee, to be appointed by the Manistee County Board of Commissioners with input from Missaukee and Wexford Counties.

MMP Planning Grants Budget

The funding for the Materials Management Plan is established by the Income Tax Act of 1967, Act 281 of 1967, specifically section 206.51g Renew Michigan Fund, and is subject to appropriation.

Per County	Amount	Man-Miss-Wex Multicounty
"Base Amount	\$ 60,000 per County	\$ 180,000.00
Multi-County Planning Bonus	\$ 10,000 per County	\$ 30,000.00
Per Capita Multiplier (for first three years)	\$.50 per resident	\$ 36,878.50
<i>2020 Census Populations Manistee – 22,032 Missaukee - 15,052 Wexford - 33,673 Total - 73,757</i>		
Total per year for first three years		\$ 246,878.50
MMP Planning Process 3 Year Total		\$ 740,635.50

Scope of Work:

The development of the Materials Management Plan is guided by Part 115 Solid Waste Management, specifically subpart 11 Materials Management Plans, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Networks Northwest will act as the Designated Planning Agency for the development of the Manistee-Missaukee-Wexford County Multi-County Materials Management Plan, as outlined by 324.11574 Designated planning agency (DPA).

1. In addition to its other responsibilities under part 115, a DPA shall do all of the following:
 - a. Serve as the primary government resource in the planning area for information about the MMP and the MMP development process.
 - b. Under the direction of the planning committee, prepare an MMP.
 - c. During the preparation of an MMP, solicit the advice of and consult with all of the following:
 - i. Periodically, the municipalities, appropriate organizations, and the private sector, including materials management facility operators, in the planning area.
 - ii. The appropriate county or regional planning agency.
 - iii. Counties adjacent to the planning area and municipalities in those counties.
 - d. Not less than 10 days before each public meeting at which the DPA will discuss the MMP, give notice of the meeting to the chief elected official of each

municipality within the planning area and any other person within the planning area that requests notice. The notice shall indicate as precisely as possible the subject matter being discussed.

- e. Obtain written approval of the MMP from the planning committee.
 - f. Submit a copy of the MMP as approved by the planning committee to all of the following with a notice specifying the end of the public comment period under subdivision (h):
 - i. The department.
 - ii. The legislative body of each municipality within the planning area.
 - iii. The legislative body of each county or municipality adjacent to the planning area that has requested the opportunity to review the MMP.
 - iv. The regional planning agency for each county included in the planning area.
 - g. Publish a notice in a newspaper or by electronic media having major circulation or viewership in the planning area. The notice shall indicate a location where copies of the proposed MMP are available for public inspection or copying at cost, specify the end of the public comment period under subdivision (h), and solicit public comment. Notice posted in electronic media shall remain posted until the end of the public comment period.
 - h. Receive public comments on the MMP for not less than 60 days after the publication of the notice under subdivision (g).
 - i. During the public comment period under subdivision (h), conduct a public hearing on the MMP. Not less than 30 days before the hearing, the planning committee shall publish a notice of the hearing in a newspaper or by electronic media having major circulation or viewership in the planning area. Notice posted in electronic media shall remain posted until the end of the public hearing. The notice shall indicate a location where copies of the proposed MMP are available for public inspection or copying at cost and shall indicate the time and place of the public hearing. The same notice may be used to satisfy the requirements of this subdivision and subdivision (g). The planning committee shall submit to the department proof of publication of notice under this subdivision and subdivision (g).
 - j. Submit to the planning committee a summary of the comments received during the public comment period.
2. The DPA, or the department if the department prepares an MMP, shall use a standard format in preparing the MMP. The department shall prepare the standard format and provide a copy of the standard format to each DPA that the department knows will

prepare an MMP. The department shall provide the standard format to any other person upon request.

3. The planning committee shall consider the comment summary received from the DPA under subsection (1)(j) and may direct the DPA to revise the MMP. The DPA shall revise the MMP as directed by the planning committee. Not more than 30 days after the end of the public comment period, the DPA shall submit the proposed MMP, as revised, if applicable, to the planning committee.
4. Not more than 30 days after the MMP is submitted to the planning committee under subsection (3), the planning committee shall take formal action on the MMP and, if the planning committee approves the MMP in compliance with section 11572(3), the DPA shall submit the MMP to the CAA.

Networks Northwest will develop the Manistee-Missaukee-Wexford County Multi-County Materials Management Plan to meet community and MMPC input, the EGLE developed format, and the requirements of Part 115, specifically 324.11578 Materials management plan requirements.

1. An MMP shall meet all of the following requirements:
 - a. Include measurable, objective, and specific goals for the planning area for solid waste diversion from disposal areas, including, but not limited to, the municipal solid waste recycling rate goal under section 11507, the benchmark recycling standards, and the material utilization and reduction activities identified by the MMP.
 - b. Include an implementation strategy for the county to demonstrate progress toward or meet the materials management goals by the time of the 5-year MMP review under section 11576(7). The implementation strategy shall include, but is not limited to, all of the following:
 - i. How progress will be made to reduce the amount of organic material being disposed of, through food waste reduction, composting, and anaerobic digestion.
 - ii. How progress will be made to reduce the amount of recyclable materials being disposed of, through increased recycling, including expanding convenient access and recycling at single and multifamily dwellings, businesses, and institutions.
 - iii. A process whereby each of a planning area's materials utilization facilities are evaluated based on information contained in reports submitted to the department on an annual basis.

- iv. A description of the resources needed for meeting the materials management goals and how the development of necessary materials utilization facilities and activities will be promoted.
 - v. A description of how the benchmark recycling standards will be met.
 - vi. A timetable for implementation.
- c. Identify by type and tonnage all managed material generated in the planning area, to determine the planning area's managed material capacity need and all managed material that is included in the planning area's materials management goals. Amounts of material may be estimated using a formula provided by the department.
- d. Require that a proposed materials management facility meet the requirements of part 115 and be consistent with the materials management goals.
- e. To the extent practicable, identify and evaluate current and planned materials management infrastructure and systems that contribute or will contribute to meeting the goal under section 11577(c) and other options to meet that goal.
- f. Include an inventory of the names and addresses of all of the following, subject to subdivision (g):
- i. Existing disposal areas.
 - ii. Materials utilization facilities that meet both of the following requirements:
 - A. Are in operation on the effective date of the amendatory act that added this section.
 - B. On the effective date of the amendatory act that added this section, comply with part 115 or, within 1 year after that date, are in the process of becoming compliant.
 - iii. Waste diversion centers for which notification has been given to the department under section 11521b.
- g. Include a materials management facility in the inventory under subdivision (f) only if the owner or operator of the facility has submitted to the county a written acknowledgment indicating that the owner or operator is aware of the proposed inclusion of the facility in the MMP relative to the materials capacity needs identified in subdivision (c) and that the facility has the indicated capacity to manage the materials identified under subdivision (h). The MMP shall include a statement that the owner or operator of each facility listed in the MMP has submitted such an acknowledgment to the county. If the submitted acknowledgments do not document sufficient capacity for disposal or utilization of the identified managed materials to reach the MMP's materials management

capacity requirements, including the materials management goals, the MMP shall identify specific strategies, including a schedule and approach to develop and fund capacity.

- h. Describe the facilities inventoried pursuant to subdivision (f), including a summary of the deficiencies, if any, of the facilities in meeting current materials management needs. The description shall, at a minimum, include all of the following information:
 - i. The facility latitude and longitude.
 - ii. The estimated facility acreage.
 - iii. A description of the materials managed.
 - iv. The processes for handling materials at the facility.
 - v. The total authorized capacity of the facility.
- i. Ensure that the materials management facilities that are identified as necessary to be sited can be developed in compliance with state law pertaining to protection of the public health and the environment, considering the available land in the planning area and the technical feasibility of, and economic costs associated with, the facilities.
- j. Include an enforceable mechanism to meet the goal of section 11577(c) and otherwise implement the MMP, and identify the party responsible to ensure compliance with part 115. The MMP may contain a mechanism for the county and municipalities in the planning area to assist the department and the department of state police in conducting the inspection program established in section 11526(2) and (3). This subdivision does not preclude the private sector's participation in providing materials management services consistent with the MMP for the planning area.
- k. Calculate the municipal solid waste recycling rate for the planning area.
- l. Describe the materials management transportation infrastructure.
- m. Include current and projected population densities and identify population centers and centers of managed material generation in the planning area, using a formula provided by the department, to demonstrate that the capacity required for managed material is met.
- n. Describe the mechanisms by which municipalities in the planning area will ensure convenient recycling access, such as 1 or more of the following:
 - i. Assignment of the responsibility to the county or an authority.
 - ii. A franchise agreement.
 - iii. An intergovernmental agreement.
 - iv. Municipal service.

- v. Licensing under an ordinance.
- vi. A public-private partnership.
- o. Specify a recommended minimum level of recycling service that incorporates the access requirements of the benchmark recycling standards. The county or a municipality within the planning area may, through an appropriate enforceable mechanism, require haulers operating in its jurisdiction to provide the recommended level or a different minimum level of recycling service.
- p. Identify the DPA and the entity or entities responsible for each of the following and document the appropriateness of the DPA and other identified entities to carry out their respective responsibilities:
 - i. Implementing the access requirements of the benchmark recycling standards.
 - ii. Identifying the materials utilization framework and the achievement of the materials management goals.
 - iii. Otherwise monitoring, implementing, and enforcing the MMP and providing any required reports to the department.
 - iv. Administering the funding mechanisms identified in section 11581 that will be used to implement the MMP.
 - v. (v) Ensuring compliance with part 115.

This state may serve as a responsible party under this subdivision on behalf of a municipality if the municipality is under a financial consent order or in receivership.

- q. With respect to education and outreach for residents and businesses in the planning area, do both of the following:
 - i. Provide a strategic plan that identifies roles, responsibilities, funding sources, and methods for persons providing the education and outreach services.
 - ii. Describe the county or regional role in providing continuing recycling education. The recycling education shall include, but is not limited to, providing a recycling guide, in hard copy at select public locations and electronically on a cell phone-friendly website. The recycling guide shall do all of the following:
 - A. Identify recycling locations.
 - B. Identify recyclable materials.
 - C. Explain how to prepare recyclable materials for collection.
 - D. Describe other best practices.
 - E. Include a listed telephone number for additional information.

- r. Include a siting process under section 11579 and a copy of any ordinance, law, rule, or regulation of a municipality, county, or governmental authority within the planning area that applies to the siting process.
 - s. Take into consideration the MMPs of counties adjacent to the planning area as they relate to the planning area's needs.
 - t. Document all opportunities for participation and involvement of the public, all affected agencies and parties, and the private sector in the preparation of the MMP.
2. An MMP may include management plans for debris from environmental damage, for debris from disasters, or for other materials, such as construction or demolition waste, not otherwise required to be covered by an MMP. A management plan for debris from disasters in an MMP may include recommendations for incorporation of disaster debris management plans into municipal, county, or regional emergency management plans
 3. If a solid waste landfill is proposed to be developed in the planning area within 2 miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed to be developed in the planning area within 1 mile of such a municipality, both of the following apply:
 - a. The CAA shall notify the legislative body of the adjacent municipality of the proposed development in writing. The notice shall include a copy of this subsection.
 - b. The planning committee shall provide the adjacent municipality an opportunity to comment on the proposed development.

Networks Northwest will provide recruitment, administration, and facilitation of the Materials Management Planning Committee.

1. Manistee County Board of Commissioners will make appointments to the MMPC with recommendation input supplied by Missaukee County Board of Commissioners and Wexford County Board of Commissioners.
2. Assist THE COUNTIES to solicit applications to meet the requirements for the Materials Management Planning Committee through press release and email messaging.
3. Provide public notices, agenda, agenda packets, and other materials necessary for MMPC meetings.
4. Track meeting attendance at Materials Management Planning Committee meetings for the purpose of per diem and mileage reimbursement to be paid by Manistee County, per the Manistee County Per Diem Policy.

5. Record minutes and send them to Manistee, Missaukee, and Wexford County Clerks to meet the Open Meetings Act.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee
FOR MEETING DATE: September 18, 2024
SUBJECT: ATS Mobile Services Contract Amendment

SUMMARY OF ITEM TO BE PRESENTED:

The agreement the BOC approved on August 7, 2024, with Addiction Treatment Services (ATS) for Mobile Unit Services indicated that ATS will be providing services 48 weeks out of the 52-week year. In the contract it "is effective October 1, 2024, and terminates August 23, 2025, (48 weeks)"

The 48 weeks was to free up four potential weeks for holidays, Christmas and New Year's and any federal holiday that occurs on Wednesday. ATS stated that the 48 week verses the 52 weeks is also taking into consideration illness and vacations of staff as they want to be transparent and not over commit. ATS would like the contract to terminate on September 30, 2025. The following is a proposed amendment to that contract.

RECOMMENDATION:

The Executive Committee recommends the Board approve the Contract Amendment.

AMENDMENT TO ATS MOBILE UNIT AGREEMENT

THIS AMENDMENT TO THE AGREEMENT WITH ADDITION TREATMENT SERVICES FOR MOBILE UNIT SERVICES made and enacted this 18th day of September 2024, by and between Addiction Treatment Services (hereinafter referred to as "ATS") and Wexford County (hereinafter referred to as "County").

WHEREAS, County and ATS entered into a Mobile Services Agreement dated August 7, 2024; and

WHEREAS, ATS and the County wish to extend the term of the agreement and amend Section 1 Agreement Term and Termination of the Agreement; and

NOW THEREFORE, in consideration of these presents and the agreement of each other, ATS and County agree that Section 1 shall be and the same is hereby amended as follows:

1. **Agreement Term and Termination.** This Agreement is effective October 1, 2024, and terminates on September 30, 2025.

...

IN WITNESS WHEREOF, County and ATS have executed this Amendment to the Mobile Services Agreement.

ADDICTION TREATMENT SERVICES

By: Paula Lipinski, Chief Executive Officer

Date: _____, 2024

WEXFORD COUNTY

By: Gary Taylor, Chairperson

Date: _____, 2024



Office 231-510-6205 Fax 231-440-0806
MdmichiganMEGroup@gmail.com

September 6, 2024

Dear Wexford Administration,

With your approval, we would like to ask for a **contractual increase in investigator per case fee** take effect with the 2025 calendar year. Thank you for your commitment for continued retention of the valuable contractors we have serving the citizens of the county. Please let me know if I may provide any further documentation needed for your consideration.

Field Investigation Per Case <i>(Contractors are responsible for their Self Employment Taxes, etc.)</i>	Current	Proposed for 2025	Reflect add'l per case of	Add'l Impact on (?) Annual Budget projection
Natural - Level 1 Investigator	\$ 106	\$116	\$10	@ 0 = \$0
Non-Natural- Level 1 Investigator	\$ 106	\$116	\$10	@ 0 = \$0
Natural- Level 2 Investigator	\$ 141	\$151	\$10	@ 50 = \$500
Non-Natural-Level 2 Investigator	\$ 161	\$171	\$10	@ 19 = \$190
Natural-ABMDI Level 3Investigator	\$ 161	\$171	\$10	@ 3 = \$30
Non-Natural-ABMDI Level 3Investigator	\$181	\$191	\$10	@ 3 = \$30
Holiday Incentive 2x pay above				2@\$171 = \$342
Facility Cases	\$0	\$0	\$20	@ 27 = \$540

*The above is compiled based on 2025 anticipated (75) scene investigations and 27 required jurisdictional cases negating a scene investigation.

Additional Annual Total \$ 1,632

Justification for Additional Investigator Funding

• **\$10 - Difficulty Retaining Staff with Stagnant Pay**

Over the past few years, it's become harder to keep our investigators because pay rates haven't increased in line with rising wages across many industries. Companies everywhere are paying more to keep good workers, and we're seeing the same trend in our field. To avoid losing skilled investigators, we need to increase the pay per case to stay competitive with what other employers are offering. Overall the quality of the death scene investigator, in many circumstances, may reduce the need for postmortem autopsy.

• **2x - Higher Pay for Holiday Responses**

It's common practice to pay employees extra when they have to work on holidays. Responding to cases on federal holidays takes away personal time, so offering higher pay on these days is necessary to ensure our investigators are available when we need them most.

• **\$20 - vs Case Scene Investigation - Savings from Remote Case Reviews**

In situations where an investigator doesn't need to go to the scene, there's a cost savings because we avoid travel and other expenses. However, even in these cases, the medical examiner still has a duty to carefully review records and sign off on the death certificate. While it's more cost-effective than sending someone to the scene, it still requires fair compensation for the time and effort involved.

Examples of Investigator Responsibilities as according to Nation Standards of Investigation	PER CASE INCLUDES:	Drive time to and from the scene, on-scene investigation, drawing specimens from decedents, external body exam, decedent secure bagging, notifying the next of kin about and that the death has occurred, contacting the primary care physician for more med history, counting and cataloging each medication/pill, use of own computer to securely input case into database.
---	--------------------	---

As always, I'm available to discuss any pros and cons of our system as we continually strive to move forward in the service and support we provide.

Sincerely,

Lisa Kasprick

Medical Examiner Administrator



TelNet Service Agreement

TelNet Worldwide Quote Prepared for WEXFORD COUNTY (401 North Lake Street) Term: 36 Months

Prepared on: September 12, 2024

Expires on: October 5, 2024
Payment terms: Net 20

Quote Prepared for:	Quote Prepared by:
Gary Taylor 401 North Lake Street Cadillac, MI 49601 P: 2317799453 adminstration@wexfordcounty.org	Becky Bonito TelNet Worldwide Senior Manager of Sales Administration P: (248) 485-1144 bbonito@telnetww.com

Fiber Access Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
5MB Fiber Access	\$350.00	1	\$350.00	\$0.00
IPv4 Address Block (1 assignable IP address)	\$0.00	1	\$0.00	\$0.00
Subtotal:		2	\$350.00	\$0.00

IP-PRI Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
PRI Voice Gateway (Adtran) (Subscription)	\$29.50	1	\$29.50	\$0.00
Voice Gateway - Setup Fee	\$0.00	1	\$0.00	\$0.00
PRI Channel	\$8.50	14	\$119.00	\$0.00
Telephone Number	\$0.25	115	\$28.75	\$0.00
Domestic LD Metered Rate Plan	\$0.00	14	\$0.00	\$0.00
Subtotal:		145	\$177.25	\$0.00

TelNet Insight Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
TelNet Insight Sidekick	\$30.00	1	\$30.00	\$0.00
Subtotal:		1	\$30.00	\$0.00



TelNet Worldwide
21005 Lahser Road
Southfield, MI 48033

MONTHLY TOTAL:	\$557.25	NON RECURRING TOTAL:	\$0.00
---------------------------	-----------------	---------------------------------	---------------

Rates will only apply to the services that have been purchased

IP PRI Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com.

Business POTS (Plain Old Telephone Service) is a no-term, month to month service; rates subject to change with prior notification. High volume broadcast faxing is prohibited on the Digital Fax service offering, if excessive use is detected, TelNet reserves the right, at its sole discretion, to change or modify the pricing structure. A \$1 E911 Enabled Fee may be charged per Telephone Number provisioned with E911 services.

With Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet Worldwide ("TelNet") is not responsible for loss of call quality and/or dropped calls with Mobile Client or any provided wireless or Wi-Fi service.

TelNet Worldwide ("TelNet") will work with the vendor/customer to assist with the proper installation of their equipment by collecting and analyzing traces and log files for proper interoperability. In addition, test calls will be performed to ensure call routing is working properly. However, this support will not include device management, configuration changes, firmware upgrades, factory reset, and or replacement parts to any customer-owned device.

Please note: International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.

Customer Initial _____

When the term "this Agreement" is used, the term refers to this TelNet Service Agreement and, as found on www.telnetww.com, TelNet's Terms and Conditions ("T&Cs") and all items incorporated in the T&Cs, including those in tariffs, rate guides, TelNet's Acceptable Use Policy, and TelNet's E911 Disclosure Notice and Acknowledgement ("911 Acknowledgement") as applicable. The term "this Agreement" also includes, any attachments, exhibits or appendices to this TelNet Service Agreement, and, if applicable, any Purchase Order Terms and Conditions; Equipment Rental Terms & Conditions and any attachments, exhibits or appendices to these documents. By executing this Agreement, the "Customer" (defined as the party signing below and made a party to this TelNet Service Agreement) is ordering the services set forth in this Agreement. Customer agrees to pay for all services ordered or otherwise used including: taxes, surcharges and fees charged by TelNet, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, as further set forth in this Agreement.

Customer authorizes TelNet to obtain any credit information and/or any customer proprietary network information necessary to provision services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to TelNet. Customer understands that number assignments are not guaranteed and cannot be relied on before service is activated. Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNet services.

Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNet services.

Term of Agreement

The effective date of this Agreement is the date signed by the last Party to sign this TelNet Service Agreement. However, the date of installation of all services shall determine the end date of the Initial Term of the Agreement. By way of example, if the obligations under this Agreement becomes effective on January 1, and installation is completed February 1, the Initial Term of a one year agreement, would end on January 31 of the following year.

After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year Renewal Terms, unless a written Notice of Termination is received by the other party at least 30 days prior to the expiration of the Initial Term or a Renewal Term. Auto renewal terms do not apply to locations that have special access, coax, T1-based services or third-party fiber connectivity arrangements.

Firm Order Confirmation

A Firm Order Confirmation time-frame varies with each service. Requests other than standard intervals may be subject to an expedite fee. Please be advised that the installation of Fiber typically takes sixty (60) to one hundred twenty (120) days or longer.

Order Cancellation



Cancellation by the Customer after the signature date and before the service available date will result in an Order Cancellation Fee to be paid by the Customer as described in applicable TelNet T&Cs which can be found at www.telnetww.com.

TelNet pricing under this Agreement may be budgetary and is subject to change. In those cases, and at TelNet or our access partners request, a site survey may be performed to verify rates and availability of service after an Order is submitted to our service partners. If TelNet determines that the rates must be adjusted due to additional requirements or expenses, including build-out costs, or that a service is not available, Customer will have the option to accept the adjusted rate or cancel the service without incurring an early termination penalty. If Customer fails to notify TelNet within 14 days of its request to cancel the service, TelNet shall proceed with the adjusted rate and Customer shall be liable for payment under the adjusted rate. In the case of cancellation, Customer will also be liable for any one-time fees assessed by our access partners if the cancellation request is received by TelNet after 30 calendar days of order submission.

Termination

TelNet may terminate this Agreement and the services for Customer's non-payment in accordance with TelNet's general T&Cs, tariffs and rate guides. Upon termination of this Agreement by TelNet for non-payment the customer shall be liable for the payment of all services provided through the date of termination, plus any applicable Termination Fees. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service, or the product or service is no longer offered, or in a TelNet tariff or rate guide, in which case the customer will not be liable for any Termination Fees. If Customer terminates this Agreement prior to the expiration of its initial term or renewal term, or if TelNet terminates this Agreement due to non-payment, Customer will owe TelNet the following Termination Fees per applicable service: the monthly recurring charge (MRC) times the remaining number of months of the contract period for the contracted services.

General Provisions

This Agreement supersedes any previous Agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this agreement must be agreed to in writing by the parties. Any changes to this Agreement by Customer without said written approval are null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent.

Customer Initial _____

Federal Tax ID:

Tax Exempt Status (Select all that apply):

- None
 - Federal Excise
 - Federal FUSF
 - State
 - County
 - Local
- Exempt Form Signed Date:
 - Exempt Form Signed Date:
 - Exempt Form Signed Date:
 - Exempt Form Signed Date:
 - Exempt Form Signed Date:

(Exemption forms must be provided if you are tax exempt)

By placing Customer's signature in the space provided, Customer agrees to the terms of this Agreement. If ordering Voice over IP ("VoIP") services, Customer furthermore acknowledges that Customer has received and understands the E911 Disclosure Notice and Acknowledgment.

Authorized Signature

Date

Printed Name

Title



Company: WEXFORD COUNTY (401 North Lake Street)

Legal Company Name

Telephone

Address

Headquarter/Parent Company Name (if different from above)

Company Name

Telephone

Address

Billing Contact

Billing Contact Name (First and Last)

Title

Email

Telephone

Onsite Contact

Onsite Contact Name (First and Last)

Title

Email

Telephone

Technical Contact (Data/voice vendor, if applicable)

Technical Contact Name (First and Last)

Title

Email

Telephone

Please complete and return with your order, or fax to 248.485.1090.

TelNet E911 Disclosure Notice and Acknowledgment

This E911 Disclosure Notice and Acknowledgment (“E911 Acknowledgment”) is agreed, acknowledged and accepted by TelNet Worldwide Inc. (“TelNet”) and its end user customer (“Customer” or “you”) in connection with Customer’s purchase and use of TelNet Service. All TelNet Service is governed by the Terms and Conditions found at <https://www.telnetww.com/legal> (“Terms and Conditions”). Any capitalized terms not otherwise defined in this E911 Acknowledgment shall have the meanings ascribed to such terms in the Terms and Conditions. In the event of any conflict between this E911 Acknowledgment and the Terms and Conditions, this E911 Acknowledgment shall control.

Section 1 - Emergency Services – VoIP 911 Calling: Comparison with Traditional Landline 911 Services

TelNet provides E911 Service as a component of TelNet’s Voice over Internet Protocol (“VoIP”) service (“Service”). TelNet’s E911 Service enables Customers to communicate with emergency services by dialing 911. When Customer dials 911, the 911 call is routed from TelNet’s network to the Public Safety Answering Point (“PSAP”) or local emergency service personnel designated for the physical address Customer provided to TelNet at the time of activation of Service (as may be updated by Customer).

However, VoIP E911 Service is different in important ways from traditional landline E911. The Federal Communications Commission (“FCC”) requires all VoIP service providers, such as TelNet, to inform their customers of these differences. It is important that you understand how these differences affect your ability to access E911 services. Please carefully read this Notice.

By signing this Notice, you are acknowledging that you understand the following differences associated with VoIP 911 Service:

- A. VoIP E911 service will not function during a power outage or disruption. If there is an interruption in your power or a power surge, when power is restored, your VoIP equipment may need to be reset to reinitiate your VoIP service, including your VoIP 911 and E911 services.
- B. VoIP E911 service will not function if your broadband connection is terminated, interrupted or degraded.
- C. If you disable or damage your VoIP device or equipment, VoIP E911 service calls may not complete.
- D. Unless correctly registered, if your phone number is a phone number typically associated with a geographic area different than the area in which you are using your VoIP device, your 911 call may be routed to an incorrect PSAP and emergency personnel may not be dispatched to the correct location.
- E. If your 911 call cannot be completed, is dropped or disconnected and/or if your VoIP E911 Service is not operational for any reason, and/or if the caller is unable to speak, the PSAP and emergency personnel may not be able to identify your phone number in order to call you back.
- F. If billing issues arise due to delinquent or unpaid invoices or other reasons that result in the suspension or termination of your TelNet VoIP services, the ability to make 911 calls will cease.
- G. Due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing VoIP equipment as compared to traditional 911 dialing over traditional public switched telephone networks.
- H. VoIP E911 Service will not work if you move your VoIP device to a location outside the United States.
- I. If you move your VoIP device to a new location, as explained below, you must register your new location. However, please be advised that it may take a few days for the change in address to be processed. If you move your VoIP device before your new registered location can be processed, your 911 call may be routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location. Please register your new location several days in advance of any move and include the date on which the move will occur.

Section 2 - Registration of New Locations and other Customer Obligations

A. Registered Location Required

All Customers are required to register the intended physical location(s) of each of their VoIP devices when placing a Sales Order with TelNet. If you move any registered VoIP device, you must immediately update the Registered Address with the new physical location of the device(s). Calling 911 from an improperly registered number may subject you to a \$100 per call pass-through fee from the 911 administrator.

B. How to update Registered Location(s)

Please use the E911 tab on the TelNet Portal (<https://portal.telnetww.com>) to input the new location of each moved VoIP device. If you are unable to update your E911 location designations via the TelNet Portal, please Download the 911 Update form (<http://telnetww.com/infosource/911updateform.xls>), which is in Excel format and follow the directions on the form. You should only use the Excel 911 Update Form if you are unable to make the change via the TelNet Portal. If you are not able to update your registration by using either TelNet's Portal or the 911 Update Form, you may call 1-800-508-1254 and provide the update information.

C. Importance of Updating Location of VoIP devices

If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. Customers are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each VoIP device.

Please note: It may take a few days for the address update to take effect.

D. Customer's Obligation to Inform Users of Customer's VoIP devices

In addition, it is Customer's obligation to inform others at its premises who use Customer's VoIP service of the above VoIP 911 limitations. By signing this Notice, Customer acknowledges and agrees to perform this obligation.

E. Placement of stickers on Customer's VoIP devices

TelNet will provide to Customer a set of stickers explaining when VoIP 911 Service may not be available. Customer hereby agrees to place the stickers on or near Customer's VoIP devices.

F. Obligation to Make any Needed Equipment Changes

You are also responsible for any equipment changes required to ensure compliance. (Example: You may need to have your equipment vendor update your phone system's outpulsed phone numbers to ensure proper identification of 911 calls.)

Section 3 - Limitation of Liability and Indemnification

Customer acknowledges and agrees that it is solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each of customer's voip devices. Customer acknowledges that it understands that TelNet disclaims any and all liability for any service outage or inability to complete emergency 911 calls from any customer line or customer premises or to access emergency service personnel. Customer shall protect, defend, indemnify, and hold harmless TelNet, its officers, directors, employees, affiliates, contractors, and agents and any other service provider that furnishes services to customer in connection with the service, from any and all claims, lawsuits, losses, damages, liability, fines, penalties, costs, and expenses including, without limitation, attorney's fees and costs, arising from, or related to, any absence, failure, or outage of the service, including, without limitation, emergency 911 calling and/or inability of customer or any customer employee, third person or party, or user of TelNet's service to be able to call 911 or to access emergency service personnel. In no event shall TelNet be liable to customer or any third party for incidental, indirect, consequential, exemplary, punitive, or special damages related to customer's (or any customer employee, agent, or contractor, or third person or third party or user of TelNet's service) use of or inability to use e911 services.

Section 4 - Acknowledgment of Understanding of Contents of this Notice

The FCC's rules require us to keep a record on file showing that you have received and understood this 911 and E911 Notice. By signing, you certify that you have received and understood this 911 and E911 Notice.

WEXFORD COUNTY (401 North Lake Street)

Customer Signature

Account



TelNet Worldwide
21005 Lahser Road
Southfield, MI 48033



TelNet Service Agreement

TelNet Worldwide Quote Prepared for Wexford County Courthouse		Term: 36 Months	
Prepared on: September 12, 2024		Expires on: December 4, 2024 Payment terms: Net 20	
Quote Prepared for:		Quote Prepared by:	
Gary Taylor 437 East Division Street Cadillac, MI 49601 P: 2317799453 administration@wexfordcounty.org		Becky Bonito TelNet Worldwide Senior Manager of Sales Administration P: (248) 485-1144 bbonito@telnetww.com	

Digital Fax Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
Digital Fax	\$20.00	1	\$20.00	\$0.00
Fax Number	\$0.00	1	\$0.00	\$0.00
Subtotal:		2	\$20.00	\$0.00

IP-PRI Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
PRI Voice Gateway (Adtran) (Subscription)	\$29.50	1	\$29.50	\$0.00
Voice Gateway - Setup Fee	\$0.00	1	\$0.00	\$0.00
PRI Channel	\$8.50	23	\$195.50	\$0.00
Telephone Number	\$0.25	160	\$40.00	\$0.00
Domestic LD Metered Rate Plan	\$0.00	23	\$0.00	\$0.00
Subtotal:		208	\$265.00	\$0.00

TelNet Insight Bundle				
PRODUCT	UNIT PRICE	QTY	Monthly Total	Non Recurring Total
TelNet Insight Sidekick	\$30.00	1	\$30.00	\$0.00
Subtotal:		1	\$30.00	\$0.00



TelNet Worldwide
21005 Lahser Road
Southfield, MI 48033

MONTHLY TOTAL:	\$315.00	NON RECURRING TOTAL:	\$0.00
---------------------------	-----------------	---------------------------------	---------------

Rates will only apply to the services that have been purchased

IP PRI Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.022	Market Rate
International Calling	0.00	0.00	0.00	0.00	0.00	Market Rate
Domestic LD Rate Plan	0.00	0.00	0.019	0.019	0.022	Market Rate

Digital Fax Call Plan	Local	Intralata	Interstate	Intrastate	Toll Free	Intl
Unlimited Nationwide Calling	0.00	0.00	0.00	0.00	0.00	Market Rate

Unless specified, prices do not include shipping charges, regulatory fees, applicable taxes, administrative/service fees, professional services, or other time and material charges. For additional terms and conditions go to www.telnetww.com.

Business POTS (Plain Old Telephone Service) is a no-term, month to month service; rates subject to change with prior notification. High volume broadcast faxing is prohibited on the Digital Fax service offering, if excessive use is detected, TelNet reserves the right, at its sole discretion, to change or modify the pricing structure. A \$1 E911 Enabled Fee may be charged per Telephone Number provisioned with E911 services.

With Mobile Client, features vary by device, settings and quality of signal. When Wi-Fi is not available or cellular usage is selected, phone plan roaming, data and voice usage charges apply. Mobile client calls may drop or lose quality when Wi-Fi or cellular signals are lost or weak. Firewall settings may also impact use. TelNet Worldwide ("TelNet") is not responsible for loss of call quality and/or dropped calls with Mobile Client or any provided wireless or Wi-Fi service.

TelNet Worldwide ("TelNet") will work with the vendor/customer to assist with the proper installation of their equipment by collecting and analyzing traces and log files for proper interoperability. In addition, test calls will be performed to ensure call routing is working properly. However, this support will not include device management, configuration changes, firmware upgrades, factory reset, and or replacement parts to any customer-owned device.

Please note: International calling service is available only when authorized by completing the TelNet International Calling Authorization Form.

Customer Initial _____

When the term "this Agreement" is used, the term refers to this TelNet Service Agreement and, as found on www.telnetww.com, TelNet's Terms and Conditions ("T&Cs") and all items incorporated in the T&Cs, including those in tariffs, rate guides, TelNet's Acceptable Use Policy, and TelNet's E911 Disclosure Notice and Acknowledgement ("911 Acknowledgement") as applicable. The term "this Agreement" also includes, any attachments, exhibits or appendices to this TelNet Service Agreement, and, if applicable, any Purchase Order Terms and Conditions; Equipment Rental Terms & Conditions and any attachments, exhibits or appendices to these documents. By executing this Agreement, the "Customer" (defined as the party signing below and made a party to this TelNet Service Agreement) is ordering the services set forth in this Agreement. Customer agrees to pay for all services ordered or otherwise used including: taxes, surcharges and fees charged by TelNet, including, but not limited to, applicable federal, state, local use, excise, sales, or privilege taxes, duties or similar liabilities, as further set forth in this Agreement.

Customer authorizes TelNet to obtain any credit information and/or any customer proprietary network information necessary to provision services and to establish Customer's account, and hereby authorizes the release of such information by any and all third parties to TelNet. Customer understands that number assignments are not guaranteed and cannot be relied on before service is activated. Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNet services.

Customer has provided TelNet with a valid Letter of Agency for all applicable services ordered. Customer is responsible for the identification and payment of any termination fees to any third party that may apply when switching to TelNet services.

Term of Agreement

The effective date of this Agreement is the date signed by the last Party to sign this TelNet Service Agreement. However, the date of installation of all services shall determine the end date of the Initial Term of the Agreement. By way of example, if the obligations under this Agreement becomes effective on January 1, and installation is completed February 1, the Initial Term of a one year agreement, would end on January 31 of the following year.

After the expiration of the Initial Term, this Agreement shall automatically renew for successive one-year Renewal Terms, unless a written Notice of Termination is received by the other party at least 30 days prior to the expiration of the Initial Term or a Renewal Term. Auto renewal terms do not apply to locations that have special access, coax, T1-based services or third-party fiber connectivity arrangements.

Firm Order Confirmation

A Firm Order Confirmation time-frame varies with each service. Requests other than standard intervals may be subject to an expedite fee. Please be advised that the installation of Fiber typically takes sixty (60) to one hundred twenty (120) days or longer.

Order Cancellation



Cancellation by the Customer after the signature date and before the service available date will result in an Order Cancellation Fee to be paid by the Customer as described in applicable TelNet T&Cs which can be found at www.telnetww.com.

TelNet pricing under this Agreement may be budgetary and is subject to change. In those cases, and at TelNet or our access partners request, a site survey may be performed to verify rates and availability of service after an Order is submitted to our service partners. If TelNet determines that the rates must be adjusted due to additional requirements or expenses, including build-out costs, or that a service is not available, Customer will have the option to accept the adjusted rate or cancel the service without incurring an early termination penalty. If Customer fails to notify TelNet within 14 days of its request to cancel the service, TelNet shall proceed with the adjusted rate and Customer shall be liable for payment under the adjusted rate. In the case of cancellation, Customer will also be liable for any one-time fees assessed by our access partners if the cancellation request is received by TelNet after 30 calendar days of order submission.

Termination

TelNet may terminate this Agreement and the services for Customer's non-payment in accordance with TelNet's general T&Cs, tariffs and rate guides. Upon termination of this Agreement by TelNet for non-payment the customer shall be liable for the payment of all services provided through the date of termination, plus any applicable Termination Fees. TelNet may terminate this Agreement without liability if TelNet determines that it is no longer able to offer a product or service, or the product or service is no longer offered, or in a TelNet tariff or rate guide, in which case the customer will not be liable for any Termination Fees. If Customer terminates this Agreement prior to the expiration of its initial term or renewal term, or if TelNet terminates this Agreement due to non-payment, Customer will owe TelNet the following Termination Fees per applicable service: the monthly recurring charge (MRC) times the remaining number of months of the contract period for the contracted services.

General Provisions

This Agreement supersedes any previous Agreements for the same services between TelNet and Customer. Except as otherwise provided herein, any changes to this agreement must be agreed to in writing by the parties. Any changes to this Agreement by Customer without said written approval are null and void at TelNet's discretion. If the Customer wishes to assign this Agreement to a third party, it must first receive TelNet's written consent.

Customer Initial _____

Federal Tax ID:

Tax Exempt Status (Select all that apply):

- None
 - Federal Excise
 - Federal FUSF
 - State
 - County
 - Local
- Exempt Form Signed Date:
 - Exempt Form Signed Date:
 - Exempt Form Signed Date:
 - Exempt Form Signed Date:
 - Exempt Form Signed Date:

(Exemption forms must be provided if you are tax exempt)

By placing Customer's signature in the space provided, Customer agrees to the terms of this Agreement. If ordering Voice over IP ("VoIP") services, Customer furthermore acknowledges that Customer has received and understands the E911 Disclosure Notice and Acknowledgment.

Authorized Signature

Date

Printed Name

Title



Company: Wexford County Courthouse

Legal Company Name

Telephone

Address

Headquarter/Parent Company Name (if different from above)

Company Name

Telephone

Address

Billing Contact

Billing Contact Name (First and Last)

Title

Email

Telephone

Onsite Contact

Onsite Contact Name (First and Last)

Title

Email

Telephone

Technical Contact (Data/voice vendor, if applicable)

Technical Contact Name (First and Last)

Title

Email

Telephone

Please complete and return with your order, or fax to 248.485.1090.

TelNet E911 Disclosure Notice and Acknowledgment

This E911 Disclosure Notice and Acknowledgment (“E911 Acknowledgment”) is agreed, acknowledged and accepted by TelNet Worldwide Inc. (“TelNet”) and its end user customer (“Customer” or “you”) in connection with Customer’s purchase and use of TelNet Service. All TelNet Service is governed by the Terms and Conditions found at <https://www.telnetww.com/legal> (“Terms and Conditions”). Any capitalized terms not otherwise defined in this E911 Acknowledgment shall have the meanings ascribed to such terms in the Terms and Conditions. In the event of any conflict between this E911 Acknowledgment and the Terms and Conditions, this E911 Acknowledgment shall control.

Section 1 - Emergency Services – VoIP 911 Calling: Comparison with Traditional Landline 911 Services

TelNet provides E911 Service as a component of TelNet’s Voice over Internet Protocol (“VoIP”) service (“Service”). TelNet’s E911 Service enables Customers to communicate with emergency services by dialing 911. When Customer dials 911, the 911 call is routed from TelNet’s network to the Public Safety Answering Point (“PSAP”) or local emergency service personnel designated for the physical address Customer provided to TelNet at the time of activation of Service (as may be updated by Customer).

However, VoIP E911 Service is different in important ways from traditional landline E911. The Federal Communications Commission (“FCC”) requires all VoIP service providers, such as TelNet, to inform their customers of these differences. It is important that you understand how these differences affect your ability to access E911 services. Please carefully read this Notice.

By signing this Notice, you are acknowledging that you understand the following differences associated with VoIP 911 Service:

- A. VoIP E911 service will not function during a power outage or disruption. If there is an interruption in your power or a power surge, when power is restored, your VoIP equipment may need to be reset to reinitiate your VoIP service, including your VoIP 911 and E911 services.
- B. VoIP E911 service will not function if your broadband connection is terminated, interrupted or degraded.
- C. If you disable or damage your VoIP device or equipment, VoIP E911 service calls may not complete.
- D. Unless correctly registered, if your phone number is a phone number typically associated with a geographic area different than the area in which you are using your VoIP device, your 911 call may be routed to an incorrect PSAP and emergency personnel may not be dispatched to the correct location.
- E. If your 911 call cannot be completed, is dropped or disconnected and/or if your VoIP E911 Service is not operational for any reason, and/or if the caller is unable to speak, the PSAP and emergency personnel may not be able to identify your phone number in order to call you back.
- F. If billing issues arise due to delinquent or unpaid invoices or other reasons that result in the suspension or termination of your TelNet VoIP services, the ability to make 911 calls will cease.
- G. Due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing VoIP equipment as compared to traditional 911 dialing over traditional public switched telephone networks.
- H. VoIP E911 Service will not work if you move your VoIP device to a location outside the United States.
- I. If you move your VoIP device to a new location, as explained below, you must register your new location. However, please be advised that it may take a few days for the change in address to be processed. If you move your VoIP device before your new registered location can be processed, your 911 call may be routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location. Please register your new location several days in advance of any move and include the date on which the move will occur.

Section 2 - Registration of New Locations and other Customer Obligations

A. Registered Location Required

All Customers are required to register the intended physical location(s) of each of their VoIP devices when placing a Sales Order with TelNet. If you move any registered VoIP device, you must immediately update the Registered Address with the new physical location of the device(s). Calling 911 from an improperly registered number may subject you to a \$100 per call pass-through fee from the 911 administrator.

B. How to update Registered Location(s)

Please use the E911 tab on the TelNet Portal (<https://portal.telnetww.com>) to input the new location of each moved VoIP device. If you are unable to update your E911 location designations via the TelNet Portal, please Download the 911 Update form (<http://telnetww.com/infosource/911updateform.xls>), which is in Excel format and follow the directions on the form. You should only use the Excel 911 Update Form if you are unable to make the change via the TelNet Portal. If you are not able to update your registration by using either TelNet's Portal or the 911 Update Form, you may call 1-800-508-1254 and provide the update information.

C. Importance of Updating Location of VoIP devices

If you do not update the Registered Address, any 911 calls made from the device may be sent to the wrong emergency response center and will not transmit your current location information to emergency responders, delaying emergency assistance to you. Customers are solely responsible for ensuring that an accurate and up-to-date Registered Address is maintained for each VoIP device.

Please note: It may take a few days for the address update to take effect.

D. Customer's Obligation to Inform Users of Customer's VoIP devices

In addition, it is Customer's obligation to inform others at its premises who use Customer's VoIP service of the above VoIP 911 limitations. By signing this Notice, Customer acknowledges and agrees to perform this obligation.

E. Placement of stickers on Customer's VoIP devices

TelNet will provide to Customer a set of stickers explaining when VoIP 911 Service may not be available. Customer hereby agrees to place the stickers on or near Customer's VoIP devices.

F. Obligation to Make any Needed Equipment Changes

You are also responsible for any equipment changes required to ensure compliance. (Example: You may need to have your equipment vendor update your phone system's outpulsed phone numbers to ensure proper identification of 911 calls.)

Section 3 - Limitation of Liability and Indemnification

Customer acknowledges and agrees that it is solely responsible for ensuring that an accurate and up-to-date registered address is maintained for each of customer's voip devices. Customer acknowledges that it understands that TelNet disclaims any and all liability for any service outage or inability to complete emergency 911 calls from any customer line or customer premises or to access emergency service personnel. Customer shall protect, defend, indemnify, and hold harmless TelNet, its officers, directors, employees, affiliates, contractors, and agents and any other service provider that furnishes services to customer in connection with the service, from any and all claims, lawsuits, losses, damages, liability, fines, penalties, costs, and expenses including, without limitation, attorney's fees and costs, arising from, or related to, any absence, failure, or outage of the service, including, without limitation, emergency 911 calling and/or inability of customer or any customer employee, third person or party, or user of TelNet's service to be able to call 911 or to access emergency service personnel. In no event shall TelNet be liable to customer or any third party for incidental, indirect, consequential, exemplary, punitive, or special damages related to customer's (or any customer employee, agent, or contractor, or third person or third party or user of TelNet's service) use of or inability to use e911 services.

Section 4 - Acknowledgment of Understanding of Contents of this Notice

The FCC's rules require us to keep a record on file showing that you have received and understood this 911 and E911 Notice. By signing, you certify that you have received and understood this 911 and E911 Notice.

Wexford County Courthouse

Customer Signature

Account



TelNet Worldwide
21005 Lahser Road
Southfield, MI 48033