



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, January 14, 2025, 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 DECEMBER 10, 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 Monthly Report
  - 3. Allpro Technology Agreement- Public Defender ..... 3
  - 4. Public Defender’s Wage Scale ..... 12
  - 5. MGT Consulting Services Agreement- Amendment NO.1 ..... 13
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
**EXECUTIVE COMMITTEE MEETING**  
REGULAR MEETING MINUTES  
December 10, 2024

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

Members Present: Gary Taylor, Chair; Michael Musta, Brian Potter, Julie Theobald  
Members Absent: None  
Also Present: Jami Bigger, Deputy Administrator & HR Director; Tom Lutke, Infrastructure Alternatives; Kristi Nottingham, Treasurer; Megan Swanberg, Executive Assistant

**ADDITIONS OR DELETIONS TO THE AGENDA**

None.

**APPROVAL OF THE AGENDA**

**A motion was made by Comm. Musta and supported by Comm. Potter to approve the Agenda. A vote was called. All in favor.**

**APPROVAL OF THE MINUTES**

**A motion was made by Comm. Theobald and supported by Comm. Potter to approve November 12, 2024, Regular Meeting Minutes. A vote was called. All in favor.**

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

***G.1. Discussion on Current Litigation Matters***

*None*

***G.2. Infrastructure Alternatives Monthly Report***

Mr. Tom Lutke, IAI, reported in November there was a high-water bill at Mackinaw Trail. They investigated and found that their service line was leaking.

There was an EGLE Site Visit. It was a routine walkthrough with the District Engineer. There were no major concerns at this time.

**CORRESPONDENCE**

None.

**ADMINISTRATOR’S COMMENTS**

Mrs. Bigger said IT is working on the ROD backup and please don’t forget the Christmas Party is tomorrow.

**PUBLIC COMMENTS**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Theobald and supported by Comm. Musta to adjourn the meeting at 4:04 p.m. A vote was called, all in favor.**

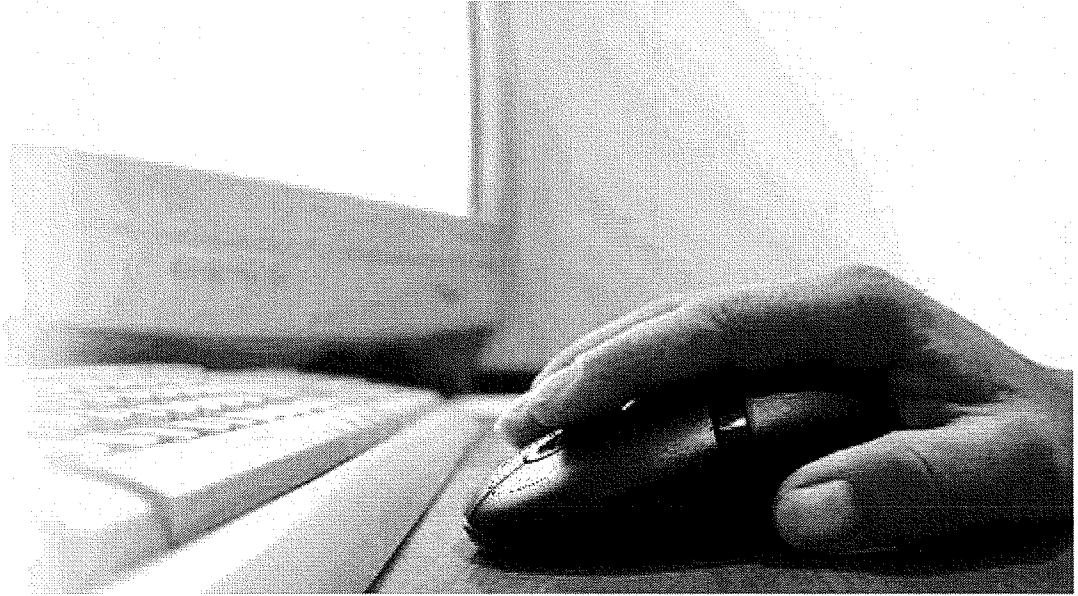
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Gary Taylor, Chair

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Megan Swanberg, Recording Secretary

DRAFT



## *Allpro Technology LLC*

2425 S. Blodgett Rd.  
Lake City, MI 49651  
Phone: (231) 839-7928

Fax: (231) 444-3133  
Email: [Info@AllproTechnology.com](mailto:Info@AllproTechnology.com)  
Website: [www.AllproTechnology.com](http://www.AllproTechnology.com)

### Allpro Subscription Service / 1-Year Term Service Agreement

**Wexford Missaukee Office of Public Defenders (Referred to as said CLIENT)**

**419 N Lake St, Cadillac, MI 49601**

**December 01, 2024 - November 30, 2025**

# Allpro RMM

## Workstation Scope of Work

### Introduction

This document describes in detail the services delivered to workstations and servers under Allpro Technology LLC's Proactive Workstation and Proactive Server solutions. The Proactive solutions are designed to proactively maintain workstations and servers by delivering regular maintenance, monitoring, and management. All proactive services are delivered by our 24/7 Network Operations Center and are designed to reduce the likelihood and impact of an unwanted technology failure for a fixed monthly price.

### Services Summary

Proactive solutions include the following services:

- Advanced Performance Monitoring
- OS & 3rd Party Patch Management
- Scheduled Preventative Maintenance
- Managed Anti-Virus
- Managed Backup (*Optional*)

The following services are not included in the Proactive Workstation plan:

- All hardware or replacement parts
- Remediation of identified issues
- End user support/training
- Hardware or software upgrades
- Backup restoration & recovery
- Relocation services
- Virus/Malware removal
- Any unexpected item not explicitly included in the scope of services

Out of scope activities will be billed at our hourly rate. Allpro Technology LLC's service department will contact the customer for approval before performing any out-of-scope task.

## Service Details

### Onboarding

In order to prepare for the delivery of Proactive Server, Allpro Technology LLC will take the following steps:

- Workstation and Server hardware, software, and configuration must be reviewed and approved by Allpro Technology LLC. Any identified issues will be brought to the customers attention before initiating services.
- A Primary Customer Contact must be selected. The Primary Customer Contact will be the primary point of contact with Allpro Technology LLC's technicians.
- Allpro Technology LLC will deploy our remote monitoring, management and automation technology on the included workstations and servers. This will allow our technicians to deliver the services included in the proactive program.
- Allpro Technology LLC will deploy & configure our integrated Managed Anti-Virus solution, removing any existing products.
- Allpro Technology LLC will deploy & configure our integrated Managed Backup Solution, removing any existing local backup solution. *(The Integrated Managed Backup Solution is an optional Service.)*

**NOTE:** Our standard hourly service rates apply to all onboarding services. The initial installation and configuration of our RMM, EDR, and Managed Backup services are not covered by the monthly/annual fees.

### Advanced Performance Monitoring

The Allpro Technology LLC technicians monitor the health of your workstations and servers, and identify issues that may impact that devices performance. Identified issues are raised to the customer for remediation approval.

#### Services monitored include:

- RAID Monitoring
- BitLocker Recovery Key Tracking
- Hard Drive SMART Status
- Motherboard temp exceeding 50 Celsius for 9 minutes - Warning
- Motherboard temp exceeding 90 Celsius for 9 minutes - Critical
- CPU Temp exceeding 80 Celsius for 3 minutes - Warning
- CPU Temp exceeding 90 Celsius for 3 minutes - Critical
- Motherboard fans below 1200 RPM for 9 minutes - Warning
- Motherboard fans below 1000 RPM for 9 minutes - Critical
- Hard Drive temp exceeding 80 Celsius for 9 minutes - Warning
- Hard Drive temp exceeding 90 Celsius for 9 minutes - Critical

### Scheduled Preventative Maintenance

Regular preventative maintenance is required to maintain the basic operation of your windows workstations and servers, including:

- Weekly System File Check Scan
- Weekly Chkdsk Scan
- Clear Windows Update Cache
- Create System Restore Points

### **License & Asset Reporting**

We will audit included software licenses & assets and regularly report on current status, changes, and potential violations.

- Hardware Asset Report (Provided Annually)
- Software License Report (Upon request)

### **Managed Anti-Virus**

Allpro Technology LLC's integrated Anti-Virus solution allows our technicians to actively monitor, manage, and update deployed devices, ensuring that your business is protected and secure. Managed Anti-Virus includes:

- Signature updates
- Status & Threat monitoring
- Scheduled scans
- Software updates
- Monthly Status & Threat reporting
- Remediation of issues preventing the installation or performance of Managed Anti-Virus

NOTE: Manual removal of malware/virus infection is not included and will be billed at Allpro Technology LLC's hourly rate.

### **Managed Backup (Optional Service)**

Allpro Technology LLC's integrated Backup solution allows our technicians to actively monitor, manage, and update deployed devices, ensuring that your business's critical data is protected and available for restore & recovery. Managed Backup includes:

- Backup status monitoring
- Annual backup test
- Annual backup reporting
- Remediation of issues preventing the installation or performance of Managed Backup

Note: Restoration and recovery of a backup is not included and will be billed at Allpro Technology LLC's hourly rate.

# Allpro Subscription

## Terms and Conditions

### Hourly Rates

Any services not included within the scope of this program will be billed at the hourly rate listed below.

**On-Site Service** Monday - Friday, 8:00am - 5:00pm

First two hours at \$110.00 / hour. Additional hours at \$95.00 / hour \$110.00 minimum

**Allpro Location Service** Monday - Friday, 8:00am - 5:00pm

\$90.00 / hour \$45.00 minimum

**Remote Service** Monday - Friday, 8:00am - 5:00pm

\$90.00 / hour \$22.50 minimum

After-hours services are available by appointment only. After-hours service fees may apply.

**NOTE:** The service rate discounts listed above only apply if ALL of the customer's work workstations and servers are covered under our Allpro RMM Agreement. If only selected workstations and servers are added, our current standard service rates will apply.

### Insurance Coverage

Allpro Technology LLC shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At CLIENT's request, Allpro Technology LLC further agrees to furnish CLIENT with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by CLIENT.

### Warranties and Disclaimers

Allpro Technology LLC makes, and the CLIENT receives no warranty, express or implied, and all warranties of merchantability and fitness for a particular purpose are expressly excluded. In no event shall Allpro Technology LLC or any of its Directors, Employees or Other Representatives be for any special, incidental, indirect, or consequential damages of any kind including, without limitations, those resulting from downtime, loss of data, income, profit, and on any theory of liability, arising out of or in connection with the services or use thereof even if it has been advised or has knowledge of the possibility of such damages.

The CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.



## Confidentiality

This Confidentiality, Privacy and Compliance portion of this Agreement is in addition to other terms and conditions set forth in any and all contracts currently existing or hereafter created between CLIENT and Allpro Technology LLC. This agreement shall under no circumstances be deemed to alter any such contract except as specifically provided below.

Allpro Technology LLC acknowledges that in the course of providing services to said CLIENT, Allpro Technology LLC may learn from CLIENT certain non-public personal and otherwise confidential information relating to said CLIENT, including its customers, consumers or employees. Allpro Technology LLC shall regard any and all information it receives which in any way relates or pertains to said CLIENT, including its customers, consumers or employees, as confidential.

Allpro Technology LLC shall take commercially reasonable steps to not disclose, reveal, copy, sell, transfer, assign, or distribute any part or parts of such information in any form, to any person or entity, or permit any of its employees, agents, or representatives to do so for any purpose other than purposes which serve CLIENT or as expressly and specifically permitted in writing by said CLIENT or as required by applicable law.

Said CLIENT acknowledges that it also has responsibility to keep records and information of its business, customers, consumers, and employees, confidential.

Said CLIENT also acknowledges that all information and services, consulting techniques, proposals, and documents disclosed by Allpro Technology LLC, or which comes to its attention during the course of business and provided under this agreement constitute valuable assets of, and confidential and/or proprietary to Allpro Technology LLC.

This provision shall survive termination of this Agreement and any other agreements between CLIENT & Allpro Technology LLC.

## Independent Engagement / Non-Hire

Because employees are one of our most valuable assets, policy and professional ethics require that our employees not seek employment with or be offered employment by any CLIENT during the course of engagement and for a period of two (2) years thereafter. Your signature on this document confirms your organization's agreement to adhere to this professional standard of conduct.

CLIENT acknowledges that Allpro Technology LLC is involved in a highly strategic and competitive business. CLIENT further acknowledges that CLIENT would gain substantial benefit and that Allpro Technology LLC would be deprived of such benefit, if CLIENT were to directly hire any personnel employed by Allpro Technology LLC. Except as otherwise provided by law, CLIENT shall not, without the prior written consent of Allpro Technology LLC, solicit the employment of Allpro Technology LLC personnel during the term of this Agreement and for a period of two **(2) years following expiration of this Agreement.**

CLIENT agrees that Allpro Technology LLC damages resulting from breach by CLIENT of this provision would be impracticable and that it would be extremely difficult to ascertain the actual amount of damages. Therefore, in the event CLIENT violates this provision, CLIENT shall immediately pay Allpro Technology LLC an amount equal to **50% of employee's total annual compensation**, as liquidated damages and Allpro Technology LLC shall have the option to terminate this Agreement without further notice or liability to CLIENT. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs Allpro Technology LLC would incur to identify, recruit, hire and train suitable replacements for such personnel.

# Allpro Subscription 1-Year Term Service Agreement

**Client Name:** Wexford Missaukee Office of Public Defenders

**Service Dates:** December 01, 2024 - November 30, 2025

This Allpro Technology LLC Agreement is made on December 18, 2024, by and between Wexford Missaukee Office of Public Defenders(CLIENT) located at 419 N Lake St, Cadillac, MI 49601 and Allpro Technology LLC, located at 2425 S Blodgett Rd, Lake City, MI 49651.

WHEREAS, Allpro Technology LLC is a provider of Computer Services; WHEREAS, CLIENT desires to contract with Allpro Technology LLC for the provision of the Allpro Technology LLC - Allpro Subscription Services; NOW THEREFORE, for and in consideration of the premises contained herein and good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

## Period of Service

This Agreement shall be effective as of the date of this Agreement, execution by CLIENT unless sooner terminated in accordance with the terms hereof and shall be for an initial term of twelve (12) months. If CLIENT starts service at any time other than the beginning of the month, services will be prorated and extended to twelve (12) months plus the initial partial month.

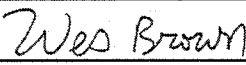
## Continuance / Automatic Renewal

This Agreement shall renew automatically at the end of the prior Agreement term for a period of twelve (12) months unless Allpro Technology LLC or the CLIENT affirmatively terminates it in accordance with the conditions set forth in this Agreement. All cancelations must be made in writing. Please provide a full 60 days' notice if you do not intend to automatically renew.

## Billing Frequency

Allpro Technology LLC shall keep a valid credit card or ACH payment information on file for the CLIENT. The credit card or checking/savings account on file shall be charged for the agreed upon amount on the first business day of each month. If any additional devices or services have been added to the Allpro Subscription plan after this agreement was signed, the additional fees for those devices will be added to the existing bill and service term agreement.

A Statement Fee of \$5.99 will be added to each monthly statement. If the CLIENT would like to avoid these statement fees, they have the option to pay for the entire twelve (12) months of service in advance via check or ACH.

Allpro Technology LLC	Client
Printed Name: Wes Brown	Printed Name:
Title: Owner/Member	Title:
Signature: 	Signature:
Date: 12/18/2024	Date:



# Allpro Technology LLC

2425 S. Blodgett Rd.  
Lake City, MI 49651  
Phone: (231) 839-7928

Fax: (231) 444-3133  
Email: Info@Allprotechnology.com  
Website: www.AllproTechnology.com

**Client Information:**

Wexford Missaukee Office of Public Defenders  
Stephany Anderson  
419 N Lake St  
Cadillac, MI 49601  
(231) 444-0480 x \_\_\_\_\_  
sanderson@wexfordcounty.org

**Subscription Start Date:**

December 01, 2024

**Subscription End Date:**

November 30, 2025

## Subscription Contents

Description	Qty	Unit Price	Total
Allpro Remote Monitoring and Management - Workstation (Monthly Fee)	12.00	\$15.99	\$191.88
Allpro Remote Monitoring and Management - EDR AV (Monthly Fee)	12.00	\$4.00	\$48.00
<b>Monthly Total:</b>			<b>\$239.88</b>
<b>Annual Total:</b>			<b>\$2,878.56</b>

This is NOT a bill. You will receive a separate invoice when payment is due.

### Annual Fee

The total fee charged to the CLIENT for all Allpro Subscription services listed upon this agreement will be \$2,878.56 per year if paid Annually. Additional devices or services added to the Allpro Subscription plan after this agreement is signed will be added at the same per device/service rate as the currently included devices/services.

Allpro Technology LLC	Client
Printed Name: Wes Brown	Printed Name: ROBERT CHAMPION
Title: Owner/Member	Title: CHIEF PUBLIC DEFENDER
Signature: <i>Wes Brown</i>	Signature: <i>[Signature]</i>
Date: 12/18/2024	Date: 12/23/2024

BY SIGNING THIS DOCUMENT, YOU AGREE TO THE MONTHLY / ANNUAL TOTAL LISTED. YOU ALSO AGREE THE ALLPRO SUBSCRIPTION ITEMS LISTED COVER THE DEVICES AND SERVICES YOU WISH TO INCLUDE IN YOUR ALLPRO SUBSCRIPTION PLAN.

# Authorization for ACH Credit/Debit Use

PRINT AND COMPLETE THIS AUTHORIZATION AND RETURN.

All information will remain confidential

Payment Method Options: When paying monthly, the CLIENT has the option to pay by ACH or credit card. There are no additional processing fees when paying by ACH. If the CLIENT elects to pay by credit card, a 3% processing fee will be added to each invoice. All annual subscriptions must be paid by ACH or check. The CLIENT should only complete the form below if they elect to pay monthly or annually by ACH.

The CLIENT hereby authorizes Allpro Technology LLC to initiate entries to/from the CLIENTS checking/savings accounts at the financial institution listed below (THE FINANCIAL INSTITUTION), and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Allpro Technology LLC is notified by the CLIENT in writing to cancel it in such time as to afford Allpro Technology LLC and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

**Customer Name:** Wexford Missaukee Office of Public Defenders  
**Customer Address:** 419 N Lake St, Cadillac, MI 49601

The CLIENT elects to pay:  Monthly (\$5.99 statement fee) OR  Annually (no additional fees)

\_\_\_\_\_  
(Name of Financial Institution)

\_\_\_\_\_  
(Address of Financial Institution - Branch)

\_\_\_\_\_  
(City, State, & Zip of Financial Institution - Branch)

\_\_\_\_\_  
(Customer Contact Name)

\_\_\_\_\_  
(Customer Signature)

\_\_\_\_\_  
(Date)

ACH Set Amount: \_\_\_\_\_ or Maximum Amount: \_\_\_\_\_

Financial Institution Routing Number: \_\_\_\_\_

Checking/Savings Account Number: \_\_\_\_\_

These numbers are located on the bottom of your check as follows:

⑆ 123456789 ⑆ 1234567890123 ⑆  
**Routing Number**                      **Account Number**

**Email to: [wes@allprotechnology.com](mailto:wes@allprotechnology.com) or fax to 231-444-3133**

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**BOARD OF COMMISSIONERS COMMITTEE AGENDA ITEM**

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**TO:** Executive Committee  
**FROM:** Administration  
**FOR MEETING DATE:** January 14, 2025  
**SUBJECT:** Public Defender’s Wage Scale

SUMMARY OF ITEM TO BE PRESENTED:

Currently, the Public Defender’s Office does not have an established wage scale. Their attorneys are paid based upon what the Board has approved in prior motions. Mr. Champion, Public Defender, has previously expressed the need for a scale. The following wage scale was drafted taking into account the Michigan Indigent Defense Commissioner’s (MIDC) Compensation Plan Section B and the County’s Budget.

The 5-year amounts coincide with what the Board had previously approved for 2025, with the exception of the Public Defender Level 2, which was increased from \$73,721.86 to \$85,280. This increase is covered in the 2025 MIDC grant agreement.

<b>2025 Wage Scale (2080 hrs)</b>	<b>Start</b>	<b>Annual</b>	<b>1YR</b>	<b>2YR</b>	<b>3YR</b>	<b>4YR</b>	<b>5YR</b>	<b>Annual</b>
Public Defender Level 1	31.00	64,480.00	31.62	32.25	32.90	33.56	35.44	73,721.86
Public Defender Level 2	36.36	75,628.80	37.09	37.83	38.59	39.36	41.00	85,280.00
Public Defender Level 3	40.47	84,177.60	41.28	42.10	42.95	43.81	44.21	91,957.64
Chief Public Defender	-	-	-	-	-	-	59.61	123,994.62

RECOMMENDATION:

Administration recommends the Executive Committee forward a recommendation to the full board to approve the presented wage scale.

**AMENDMENT NO. 1  
DATED JANUARY 1, 2025  
TO THE  
CONSULTING SERVICES AGREEMENT  
DATED MARCH 2, 2022**

This **AMENDMENT NO. 1** (“Amendment”), made as of January 1, 2025, (“Amendment Effective Date”), is entered into by and between **the County of Wexford Michigan** (“Client”), and **MGT Impact Solutions, LLC, formerly known as MGT of America Consulting, LLC**, (“MGT”), and amends Consulting Services Agreement (“Agreement”), dated March 2, 2022. Upon the execution of this Amendment, the terms of this Amendment are incorporated into the Agreement in their entirety by this reference.

**WHEREAS**, the parties entered into the Agreement whereby MGT would perform services for a term beginning on March 2, 2022, through 2024. If necessary, the Agreement could be extended at the mutual agreement of both parties by the execution of a written Amendment, to be attached and incorporated therein.

**WHEREAS**, the parties now wish to amend the Agreement to reflect an extension of the term.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and, in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Term.

The Agreement shall terminate on December 31, 2026, unless terminated or extended as permitted in the Agreement.

2. Project Fee.

The following fees reflect the additional services to be provided:

Year	Project Description	Total Fees
<b>1</b>	FY 2024 - Federal 2 CFR Part 200 Indirect Cost Allocation Plan	<b><i>\$8,000.00</i></b>
<b>2</b>	FY2025 - Federal 2 CFR Part 200 Indirect Cost Allocation Plan	<b><i>\$8,000.00</i></b>

All other terms and conditions of the Agreement will remain in full force and effect. In the event of a conflict between any term of this Amendment and the terms of the Agreement, the terms of this Amendment shall control.

SIGNATURES TO FOLLOW

**IN WITNESS WHEREOF**, the parties have executed and delivered this Amendment as of the Effective Date, whereupon this Amendment shall become effective as of such Effective Date.

**MGT IMPACT SOLUTIONS, LLC**

**COUNTY OF WEXFORD, MICHIGAN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: A. Trey Traviesa

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

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

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