



Wexford County

BOARD OF COMMISSIONERS

Annual Organizational Meeting

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, January 7, 2025, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, MI 49601.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ELECTION OF BOARD VICE-CHAIRPERSON
- E. ADDITIONS/DELETIONS TO THE AGENDA
- F. APPROVAL OF THE AGENDA
- G. EMPLOYEE RECOGNITION
- H. PRESENTATION AND REPORTS
- I. PUBLIC COMMENT
Designated for topics on the agenda only.
- J. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the December 17, 2025, Regular Meeting Minutes 1
 - 2. Approval of the December 22, 2025, Special Meeting Minutes 5
- K. AGENDA ITEMS
 - 1. Board Organization Matters
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- L. ADMINISTRATOR’S REPORT
- M. CORRESPONDENCE
- N. PUBLIC COMMENT
Open for any public comments.
- O. LIAISON REPORT
- P. BOARD COMMENTS
- Q. CHAIR COMMENTS
- R. ADJOURN

In compliance with the Americans with Disabilities Act, persons with physical limitations that may tend to restrict access to or participation in this meeting should contact the County Administrator’s office (231-779-9453) at least twelve (12) hours prior to the scheduled start of the meeting.

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, December 17, 2025

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

Roll Call: Present- Commissioners Aaron Sogge, Mark Nyman, Sandy Bengelink, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan, and Brian Potter.

Absent- Jason Nelson

Pledge of Allegiance.

Additions/Deletions to the Agenda- None.

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 December 3, 2025, Regular Meeting Minutes
2. Appointments to the CWTA

MOTION by Comm Theobald, seconded by Comm Bush to approve the Consent Agenda.

All in favor.

Agenda Items

1. Remonumentation Surveyor Agreements

MOTION by Comm Nyman, seconded by Comm Sogge to approve the Monumentation Surveyor Agreements between CC Land Surveying, Atwell and Wexford County and authorize the board chairman to sign on behalf of the county.

Roll Call: Motion passed 8-0.

2. Peer Review Surveyor Agreement

MOTION by Comm Theobald, seconded by Comm Nyman to approve the Peer Review Surveyor Agreements between Bill Sikkema, George Smith, Brent Clough,

Craig McVean and Wexford County and authorize the board chairman to sign on behalf of the county

Roll Call: Motion passed 8-0

3. Civic Center's Request for Grant Match Funds

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the Civic Center's Request for Grant Match Funds with Wexford County paying \$50,000.00 of the required match.

Roll Call: Motion passed 8-0.

4. Resolution 25-19 Ratifying the POAM 9-1-1 Unit

MOTION by Comm Baughan, seconded by Comm Bengelink to approve the Resolutions 25-19 Ratifying the POAM 9-1-1 Unit Contract.

Roll Call: Motion passed 8-0.

5. Resolution 25-20 Ratifying the COAM Unit Contract

MOTION by Comm Nyman, seconded by Comm Bengelink to approve the Resolutions 25-20 Ratifying the COAM Unit Contract.

Roll Call: Motion passed 8-0.

6. Resolution 25-21 Ratifying the POAM 312 Deputies Unit Contract

MOTION by Comm Theobald, seconded by Comm Bush to approve the Resolutions 25-21 Ratifying the POAM 312 Unit Contract.

Roll Call: Motion passed 8-0.

7. Equalization Study

MOTION by Comm Theobald, seconded by Comm Sogge to approve the Equalization study and authorize the Equalization Director to sign on behalf of the County before January 1, 2026.

Equalization Director, Joe Porterfield, presented the Equalization Study to the board.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield talked about what the County had endured, good and bad, during 2025. He mentioned several maintenance issues including the replacement of the

boiler in the main building and replacement of the roof at the Wexford Civic Center. He also touched on the recent news events in Wexford County. Mr. Porterfield talked about the cyber attack and explained the process of recovery and where we are one year later.

Mr. Porterfield mentioned that he could not complete the Master Leadership Course, however; Deputy Administrator Bigger was able to complete the course and earned her certificate.

Administrator Porterfield thanked the Board and County Staff for all of their hard work in 2025 and wished them all Happy Holiday.

Correspondence- *None.*

Public Comments

Don Koshmider, Cadillac, Michigan, talked about the antifa pockets that he believes are in Wexford County. Mr. Koshmider also talked about the assault that happened to him and thanked the Wexford County Sheriff's Office for putting out a post about the people that assaulted him. The case is moving forward and is currently under review with the Prosecutor's Office. In closing, Mr, Koshmider wished the board a Merry Christmas.

Liaison Reports-

Comm Theobald updated the board on the pfas situation in the City of Cadillac, and mentioned the numbers are down.

Comm Potter attended the Wexford County Road Commission budget meeting and mentioned that everything went very well.

Comm Taylor updated the board on the Council on Aging audit report and mentioned that everything was good.

Board Comments-

Comm Bengelink talked about the challenges of being a new commissioner and thanked the Board, Joe and Jami for all of their support for the last year and that she was looking forward to 2026. She wished everyone a Merry Christmas and a Happy New Year.

Comm Bush wished everyone a Merry Christmas. He also mentioned that he went to the groundbreaking at the airport and was very happy to see the progress.

Comm Baughan thanked Joe and Jami for a great year and expressed his appreciation for those who took the time to help with Salvation Army and Wreaths Across America. He also wished everyone a Merry Christmas and Happy New Year.

Comm Potter thanked Comm Bengelink for the Christmas cookies.

Comm Sogge thanked the Board for their support in the last year.

Chairman's Comments-

Chair Taylor wished everyone Happy Holidays and thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:18 p.m. All in favor.

Gary Taylor, Chairperson

Karen S. Maury, Chief Deputy Clerk

WEXFORD COUNTY BOARD OF COMMISSIONERS
Special Meeting * Monday, December 22, 2025

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

Roll Call: Present- Commissioners Mark Nyman, Sandy Bengelink, Michael Bush, Julie Theobald, Gary Taylor, Jason Baughan, and Brian Potter.

Absent- Aaron Sogge and Jason Nelson.

Pledge of Allegiance.

Approval of the Agenda

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

All in Favor.

Public Comment-None

Agenda Items

1. Public Hearing on the 2026 Budget
MOTION by Comm Bengelink, seconded by Comm Nyman to open the public hearing.

Roll Call: Motion passed 7-0.

The public hearing was opened at 4:01. No public commented. The hearing was closed at 4:01.

2. Approval of the 2026 Recommended Budget
MOTION by Comm Nyman, seconded by Comm Bush to approve the Recommended Fiscal Year 2026 Budget.

Administrator Porterfield noted that the allocations for both the Alliance for Economic Success and DHHS was reduced at the direction of the Finance Committee. In order to balance this budget, \$588,971.00 is being used from the fund balance. The last several years, ARPA funds have been utilized to balance the budget.

Roll Call: Motion passed unanimously

3. Resolution 25-22 FY26 Budget Resolution & General Appropriations Act
MOTION by Comm Theobald, seconded by Comm Bush to approve Resolution 25-22 FY26 Budget Resolution & General Appropriations Act.

Roll Call: Motion passed 7-0.

Public Comments- *None.*

Board Comments-

Comm Nyman thanked the Department Heads, as well as Joe and Jami for their work on the budget.

Comm Bengelink echoed the same as Commissioner Nyman. She also wished everyone a happy holiday.

Comm Bush also reiterated the thanks to the Department Heads. He understands it isn't easy trying to make cuts, but it is appreciated.

Comm Theobald also appreciates everyone cutting into their budgets. She wished everyone a merry Christmas.

Chairman's Comments-

Chair Taylor thanked Department Heads, as well as Joe and Jami for their hard work. He also wished everyone a happy holiday.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:04 p.m. All in favor.

Gary Taylor, Chairperson

Alaina M. Nyman, County Clerk



Wexford County
2026 Committee Structure

Executive Committee –

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

Finance and Appropriations Committee –

1. _____, Chair
- 2.
- 3.
- 4.

Human Resources/Public Safety Committee –

1. _____, Chair
- 2.
- 3.
- 4.

Recreation and Building Committee –

1. _____, Chair
- 2.
- 3.
- 4.

Wexford County Board of Commissioners

2026 Meeting Schedule

Board of Commissioners-

District 1: Aaron Sogge
District 2: Jason Nelson
District 3: Mark Nyman

District 4: Sandy Bengelink
District 5: Michael Bush
District 6: Julie Theobald

District 7: Gary Taylor
District 8: Jason Baughan
District 9: Brian Potter

Unless posted otherwise, the Board of Commissioners will meet on the first and third Wednesday of every month, at 4:00 p.m. in the Commissioners Room of the Historic Courthouse.

January 07	April 01	July 01	October 07
January 21	April 15	July 15	October 21
February 04	May 06	August 05	November 04
February 18	May 20	August 19	November 18
March 04	June 03	September 02	December 02
March 18	June 17	September 16	December 16

Executive Committee-

Unless posted otherwise, the Executive Committee will meet on the second Tuesday of every month, at 4:00 p.m. in the Commissioners Room of the Historic Courthouse.

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

Finance & Appropriations Committee-

Unless posted otherwise, the Finance & Appropriations Committee will meet on the second Thursday and the fourth Wednesday of every month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

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

Human Resources/Public Safety Committee-

Unless posted otherwise, the Human Resources/Public Safety Committee will meet on the fourth Tuesday of every month at 4:00 p.m., in the Commissioner Room of the Historic Courthouse.

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

Recreation & Building Committee-

Unless posted otherwise, the Recreation & Building Committee will meet on the first Thursday of every month at 4:00 p.m. in the Commissioner Room of the Historic Courthouse.

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

*The Recreation & Building Committee does not meet in January.

**2026 Wexford County Liaison Appointments to
Standing & Special Committees, Boards & Authorities**

<u>Organization</u>	<u>Contact</u>	<u>Meeting Information</u>	<u>2025 Appointed</u>
911 Committee	Travis Baker 231-779-9211	Jan 22, Apr 23, Jul 23, Oct 22 at 10 am	Sandy Bengenlink
AES	Niki Schultz (231) 878-6544 schul860@msu.edu	Second Tuesday of each month at 7:30a.m. 401 N Lake St Cadillac (No Jan Meeting)	Jason Baughan
Airport Authority	Keith Newell 231-779-9525 manager@wexfordcountyairport.com	Second Tuesday of Each Month, 6:00 p.m. 8040 E. 34 Rd, Cadillac	Ben Townsend
Area Agency on Aging Northwest Michigan	Heidi Gustine (Darcia Brewer) 231-947-8920 Gustinelt@aaanm.org	First Thursday of Every Month, 10:00a.m.; 1609 Park Dr. Traverse City (No Jan, July or Dec Meetings)	Jason Nelson
Cadillac Area Manufacturing Association	Doug Mellema 231-468-1498	Second Tuesday of each month, Location TBA (No Jan Meeting)	Julie Theobald
Cadillac Wexford Public Library Board	Tracey Logan, Director 231-775-6541 logant@cadillaclibrary.org	Monthly - Schedule to be Provided	Sandy Bengenlink
Cadillac Wexford Transit Authority	Carrie Thompson 231-942-7801	Third Monday of Each Month, 4:00p.m. CWTA Office. 951 Casa Rd, Cadillac	Gary Taylor
Clam Lake Downtown Development Authority	Cindy Warda 231- 775-5401 Ext. 6 director@clamlakedda.org	Third Wednesday of Each Month, 8:00a.m. at the Clam Lake Twshp. Hall, 8809 E. M115	Brian Potter
Council on Aging	Erin Brotherton Supervisor of Healthcare Services 231-775-0133 erinbrotherton@yahoo.com	Third Tuesday of Each Month, 3:00p.m., 417 W. 13th St. Cadillac	Gary Taylor
Department of Veteran Services	Veterans 231-775-6654 veterans@wexfordcounty.org	Second Wednesday of Each Month, 3:00p.m., 401 N. Lake St., Cadillac	Gary Taylor
District Health Department #10	Kevin Hughes 231-876-3839 khughes@dhd10.org	Last Friday of the Month, 521 Cobb St., Cadillac	Gary Taylor Julie Theobald
Department of Health & Human Services	Emily Sherman 231-779-4502 shermanDujardinE@michigan.gov	First Tuesday of Each Month, 9:30a.m. DHHS Office, 10641 W. Watergate Rd (M-55 E.), Lake City	Julie Theobald
Emergency Food and Shelter Board	Lt. Greg Bock & Lt. Liz Bock 231-775-7131	Second Tuesday of Each Month, 4:00p.m., 725 Wright St. Cadillac	Julie Theobald
Emergency Preparedness (Local Planning Team)	Randy Boike 231-920-6280 emd@wexfordcounty.org	Jan 22, Apr 23, Jul 23, Oct 22 at 11 am	Gary Taylor Julie Theobald
Human Services Leadership Council	Carey Adrianse 231-779-4501 adriansec@michigan.gov	Virtually, Fourth Tuesday of Each Month, 8:30a.m.	Julie Theobald

**2026 Wexford County Liaison Appointments to
Standing & Special Committees, Boards & Authorities**

<u>Organization</u>	<u>Contact</u>	<u>Meeting Information</u>	<u>2025 Appointed</u>
Lake Mitchell Improvement Board	Dave Foley lakemitchellboard@gmail.com	April 11, June 8, August 15, Oct 12 at 10am	Sandy Bengenlink
Local Development Finance Authority	Marcus Peccia 231-775-4446 citymanager@cadillac-mi.net	Third Wednesday each month (no January Meeting)	Julie Theobald
MSUE Council	Eric Karbowski 989-317-4079 karbows8@msu.edu	Quarterly, Dates & Times TBA	Jason Nelson
Northern Lakes Community Mental Health	Stacy Maiville 231-935-3538 stacy.maiville@nlcmh.org	Third Thursday of Each Month, 2:15p.m., Locations TBA	Mark Nyman
Northern Michigan Counties Association	John Amrhein 231-922-4627 amrhein@msu.edu	Dates TBA, Roscommon County Board Rm., 500 Lake St., Roscommon	Gary Taylor
Networks Northwest	Emma Kelly 231-357-1700 emma.kelly@networksnorthwest.org	Third Tuesday of each month at 3pm	Mark Nyman
Northern District Fair	Dennis Harden 231-444-6409	Third Thursday of Each Month, 6:00p.m., Fairboard Office, Fairgrounds, Cadillac	Gary Taylor
MMR – Quality & Communications Relations Committee	Daniel Mosholder Operations Manager dmosholder@mobilemedical.org	Dissolved	N/A
Northern Michigan Regional Entity	Denise Switzer 231-383-6603 dswitzer@nmre.org	First Monday of ODD Months, 10:00a.m., 1999 Walden Dr., Gaylord	Gary Taylor
Northwest Michigan Community Action Agency	Kerry Baughan 231-346-2161 kbaughan@nmcaa.net	Third Thursday of Each Month, 12:30p.m., 3963 Three Mile Rd., Traverse City	Aaron Sogge
West Michigan Forensic Pathology Services Authority	Lisa Kaspriak 231-510-6205 kaspriak@gmail.com	Dissolved	N/A
Wexford County Road Commission	Karl Hansen 231-775-9731 engineer@wexfordcrc.org	Last Wednesday of Each Month, 7:30a.m. RC Office, 85 W. M-115, Boon	Brian Potter
Wexford Conservation District	Tiffany Jones 231-775-7681 wexford@macd.org	Second Tuesday of Each Month, 9:00a.m., U.S.D.A Office, 34th Rd., Cadillac	Gary Taylor
Wexford County School Safety Committee	David Cox 231-876-2262 dcox@wmisd.org	Second Monday of Each Month, Location TBA	Jason Baughan
Wexford Missaukee Community Corrections Advisory Board	Mistine Stark 231-779-9472 mstark@wexfordcounty.org	First meeting January 9 th , Quarterly, Dates and Times TBA	Julie Theobald

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Administration
FOR MEETING DATE: January 7, 2026
SUBJECT: Commissioner Code of Ethics

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County Policy A-0.0 (following) states that “the Board of Commissioners shall annually review the Code of Ethics and Conduct for Wexford County Commissioners.”

RECOMMENDATION

Each commissioner review the Code of Ethics.



CODE OF ETHICS AND CONDUCT

FOR WEXFORD COUNTY COMMISSIONERS

Policy Number: A-0.0

County Board Approval: December 4, 2019

(A) Preamble.

- (1) The citizens of Wexford County are entitled to have a just, ethical and accountable local government that has earned the public's full confidence for integrity.
- (2) Furthermore, the effective functioning of government requires that public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government; public officials be independent, impartial and just in their judgment and actions; public office be used for the public good, not for personal gain; and public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.
- (3) To this end, the Wexford County Board of Commissioners adopts this Code of Ethics and Conduct to assure public confidence in the integrity of local government and its effective and just operation.

(B) Code of Ethics and Conduct.

- (1) **Acts in the public interest.** Recognizing that stewardship of the public interest must be their primary concern, County Commissioners will work for the common good of the people of Wexford County and not for any private or personal interest, and they will assure just and equal treatment of all persons, claims, and transactions coming before the Board of Commissioners.
- (2) **Compliance with law.** County Commissioners shall comply with the laws of the nation, the State of Michigan, and Wexford County, in the performance of their public duties. Commissioners shall also comply with the Rules of Procedure as adopted by the Board.
- (3) **Respect for process.** County Commissioners shall perform their duties in accordance with the Rules of Procedures established by the County Board of Commissioners governing the deliberation of public policy issues and meaningful involvement of the public.
- (4) **Conduct of public meetings.** County Commissioners shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They shall refrain from interrupting other speakers, making comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

(5) **Communication.** County Commissioners shall publicly share substantive information that is relevant to the matter under consideration by the Board, which they may have received from sources outside of the public decision-making process.

(6) **Full disclosure.**

- A. A County Commissioner in the performance of his/her public duties shall not act upon any matter in which he/she may have a material financial interest, or where he/she may have a legal or fiduciary duty to another organization or entity or personal relationship that may give the appearance of a conflict of interest, without disclosing the full nature and extent of the interest to the other members of the County Board of Commissioners on the official record. Such disclosure must be made before the time to perform their duty or concurrently with the performance of the duty.
- B. The disclosure required by this section shall not supplant, but instead shall supplement any disclosure of a personal, contractual, financial, business, employment or pecuniary interest required by state statute and the Rules of Procedure A-1.0.6.a-b

(7) **Gifts, favors, and loans.**

- A. A County Commissioner shall refrain from financial and business dealings that would tend to reflect adversely on the Commissioner's impartiality, interfere with the performance of his/her public duties or exploit his/her official position. A County Commissioner should not take any special advantage of services, goods or opportunity for personal gain that is not available to the public in general.
- B. A County Commissioner, a family member of a County Commissioner, a Trust in which a County Commissioner or other family member may be considered as a beneficiary of a Trust, and an entity (corporation, partnership, sole proprietorship, LLC) in which the County Commissioner or other family member has a financial interest, shall refrain from soliciting any gifts, loans or favors except that a Commissioner and a family member may:
 - 1. Accept a gift or honorarium, not exceeding a value of twenty-five dollars (\$25.00), for services rendered in the performance of their public duties or other activity devoted to the improvement of communities and the lives of citizens.
 - 2. Accept ordinary social hospitality; a gift, bequest, favor or loan from a relative; a wedding or engagement gift; a loan in the regular course of business from a lending institution on the same terms as generally available to the public; and a scholarship, grant or fellowship awarded on the same terms as applied to other applicants.
 - 3. Accept any other gift, favor or loan only if the donor is not a person or entity whose interests have come or are likely to come before the Board of Commissioners.
 - 4. Solicit and accept campaign contributions in accordance with federal and state law.

(8) **Confidential Information.** County Commissioners shall respect the confidentiality of

information concerning the property, personnel or affairs of the County. They shall neither disclose nor divulge to an unauthorized person confidential information acquired in the course of their duties in advance of the time prescribed for its authorized release to the public without proper legal authorization, nor use such information to advance their personal, financial or other private interests.

(9) **Use of public resources.** Public resources, including County staff time, equipment, supplies, and facilities, not available to the public in general shall only be used for the benefit of the public. County Commissioners may not use public resources for personal or private use.

(10) **Representation of private interests.** In keeping with his/her role as stewards of the public interest, a County Commissioner shall not appear on behalf of the private interests of third parties, including a family member, a Trust in which a County Commissioner or other family member may be considered as a beneficiary of a trust, and an entity (corporation, partnership, sole proprietorship, LLC) in which the County Commissioner or other family member has an interest, before the Board of Commissioners or any board, committee, commission or proceeding of the County.

(11) **Advocacy.** County Commissioners shall represent the official policies or positions of the Board of Commissioners to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, County Commissioners shall neither state nor imply that they represent the opinions or positions of the Board of Commissioners or Wexford County, and must affirmatively state that it is their own opinion or position, and not that of the Board of Commissioners. Commissioners shall always be mindful of the needs of the entire county, and not just the district they represent.

(12) **Policy role of Board of Commissioners.**

- A. County Commissioners shall respect and adhere to the Board-Administrator structure of Wexford County government. In this structure, the County Board of Commissioners, by its votes taken at properly noticed public meetings, determines the policies of the County with the advice, information, and analysis provided by the administrator, the public, subordinate boards, committees and commissions, and County Staff.
- B. County Commissioners, individually or as a group, shall not interfere with the administrative functions of the County or the professional duties of County staff; nor shall they impair the ability of the County Administrator to implement Board of Commissioners policy decisions.

(13) **Independence of Boards, Committees and Commissions.** Because of the value of the independent advice of subordinate boards, committees, and commissions to the public decision-making process, members of the Board of Commissioners shall, except when the Commissioner is a member of the public body, limit their participation in the proceedings of such subordinate public bodies to the communication of requested information and providing factual information relevant to the discussion at hand and shall not otherwise attempt to unduly influence the deliberations or outcomes of the proceeds. The Board shall be vigilant to maintain a sense of independence, and monitor board appointments to ensure that no conflicts are present in committee appointments, keeping in mind that any family, business, or personal relationships with committee members.

(14) **Positive workplace environment.**

- A. County Commissioners shall support the maintenance of a positive and

constructive workplace environment for County employees and for citizens and businesses deal with the County. County Commissioners shall recognize their special role in dealings with County employees so as to in no way create the perception of inappropriate direction to staff nor give specific orders to subordinates of the County Administrator or County Counsel.

- B. Because County Commissioner actions and comments contribute to the environment in which all County employees must work, in order to create and promote a positive work environment, no Board member shall give orders or direction to any subordinate of the County Administrator, either privately or publicly. Elected Officials may make inquiries or exchange information but cannot issue directives.

(15) Compliance and enforcement.

- A. This Code of Ethics for Wexford County Commissioners expresses standards of ethical conduct expected for members of the Board of Commissioners themselves have the primary responsibility to assure that they understand and meet the ethical standards expressed in this code of ethics and that the public can continue to have full confidence in the integrity of government.
- B. All County Commissioners have a responsibility to act when they learn of actions of another County Commissioner that appear to be in violation of the Code of Ethics. Upon being notified of reasonable suspicion of a violation of the Code of Ethics, the Chairperson shall set, or any three Commissioners, by submission of a letter signed by the three Commissioners, may require the setting, of a public hearing at a regular or special meeting of the County Board of Commissioners to determine whether a violation of the Code of Ethics occurred and, if so, what sanctions shall be imposed for the violation.
- C. The Board of Commissioners may impose sanctions on County Commissioners whose conduct does not comply with the County's ethical standards by a super-majority vote of two-thirds voting in favor of such sanctions. Sanctions may include reprimand, formal censure, loss of committee assignment, restrictions on budget or travel, and removal from office by the governor in the manner and for the causes provided by law.
- D. A violation of this code of ethics shall not be considered a basis for challenging the validity of a County Board of Commissioners decision.

(16) Implementation.

- A. As an expression of the standards of conduct for county Commissioners expected by the public, this Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when County Commissioners are thoroughly familiar with it and embrace its provisions.
- B. For this reason, ethical standards shall be included in the regular orientations for newly elected or appointed County Commissioners. At the first organizational meeting of the Board of Commissioners in January of each year, County Commissioners entering office shall sign a statement affirming that they have read and understand the Code of Ethics for Wexford County Commissioners.
- C. In addition, the Board of Commissioners shall annually review the Code of Ethics and Conduct for Wexford County Commissioners.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the seventh day of January 2026, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 26-01
RESOLUTION FOR WEXFORD COUNTY DEPOSITORY**

WHEREAS, the Wexford County Board of Commissioners hereby provides for the designation and deposit of all public money including tax money by the Wexford County Treasurer in the following financial institutions:

**Huntington Bank
Horizon Bank**

WHEREAS, the above signifies the location of the General Fund, Delinquent Tax, and Inmate Trust Fund demand accounts. Surplus funds and investment accounts are governed by PA 20 and the County's Investment Policy; and

WHEREAS, the Treasurer is authorized to enter into and execute on behalf of the County any contracts with any bank or trust company for the safekeeping or their party custodianship of any of the County's securities as well as any contracts or repurchase agreements with any corporation for the purchase of any such securities which will be the subject of such safekeeping or third party custodianship arrangements, on such terms and conditions as the County Treasurer shall require; and

WHEREAS, the County Treasurer is authorized to rely on the continuing effect of these Resolutions until amended or repealed by a subsequent resolution of this or a successor Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Commissioners, under the laws of the State of Michigan, Act No. 40 of the Michigan Public Acts of 1932, 1st Extra

Session, as amended (MCL 129.12), this Board is required to provide, by resolution, for the deposit of all public monies, including tax monies, belonging to, or held for, the State, County, or other political units coming into the hands of the County Treasurer, in one or more Financial Institutions within the State.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Chairperson, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I hereby certify that the forgoing is a true and complete copy of the Resolution 26-01 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 07, 2026, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the seventh day of January 2026, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 26-02
REAFFIRMING INVESTMENT POLICY – E-1.0**

WHEREAS, pursuant to the provision of Act No. 20 of the Public Acts of Michigan of 1943, as amended, (Act 20) the Board of Commissioners of the County of Wexford may authorize the County Treasurer to invest County funds in certain investments; and

WHEREAS, this Board wishes to authorize such investments as are permitted by Act 20.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Wexford authorizes that:

1. The County Treasurer is authorized to invest funds of the County of Wexford in investments authorized by Act 20.
2. The Investment Policy attached was approved on June 17, 1998 amended January 4, 2006 and reviewed December 4, 2019.
3. Before executing an order to purchase or trade the funds of the County of Wexford, a financial intermediary, broker or dealer shall be provided with a copy of the County’s Investment Policy, shall acknowledge receipt of the Investment Policy and agree to comply with the terms of the Investment Policy regarding the buying or selling of securities.
4. The County Treasurer is authorized to rely on the continuing effect of this resolution until and unless it is specifically amended or rescinded by a future resolution of the Board of Commissioners.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Chairperson, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF WEXFORD)

I hereby certify that the forgoing is a true and complete copy of the Resolution 26-02 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 07, 2026, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the seventh day of January 2026, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 26-03
CIVIL RIGHTS ACT/AMERICANS WITH DISABILITIES ACT AND
FAMILY MEDICAL & FAMILY LEAVE ACT**

WHEREAS, Wexford County desires to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Family and Medical Leave Act of 1992 in all entities:

BE IT THEREFORE RESOLVED that, Wexford County shall comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the Family and Medical Leave Act of 1992 in the employment and retention of personnel, and all other phases pursuant to these Acts, and affirms its policy prohibiting discriminatory practices, policies, and customs that violate the rights of any citizen or lawful permanent resident of the United States on the basis of race, color, national origin, religion, creed, sex, age, weight, height, marital status, or physical disability and/or ability and hereby adopts a broadened policy encouraging participation of minorities, the handicapped, and the disabled.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Chairperson, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 26-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 07, 2026, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the seventh day of January 2026, at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 26-04
FAIR HOUSING**

WHEREAS, Wexford County is committed to fair housing and will work aggressively to ensure that all housing programs comply fully with all state, federal and local fair housing laws; and

WHEREAS, Wexford County has appointed the County Administrator as their fair housing contact person, who has an understanding of the Fair Housing Laws and will attend applicable training as able to remain informed; and

WHEREAS, Wexford County has established a Fair Housing Log. The Fair Housing Log will be maintained and will disclose information regarding any and all fair housing concerns and their outcomes; and

WHEREAS, persons wishing to file a housing related complaint or concern will be referred to the Michigan Department of Civil rights, HUD, and their local Fair Housing Center. The Fair Housing contact will notify Michigan Economic Development Corporation, MEDC, if a complaint or concern is filed; and

WHEREAS, the offices of Wexford County are accessible and barrier free, and the County will make every attempt to reasonably accommodate all of its constituents; and

WHEREAS, Wexford County will include the Fair Housing Logo on all of its documents and advertisements pertaining to its housing programs. The County will post a Fair Housing poster in place visible to the public. The County will secure and distribute upon request, Fair Housing material provided by MEDC and various other Fair Housing agencies and organizations. “Fair Housing, It’s Your Right” brochures will be distributed to all applicants of the County housing program; and

WHEREAS, Wexford County will consider all applicants and contractors based on qualifications. No applicant or contractor will be denied housing or a contract based on their race, color, national origin, religion, age, sex, marital status, familial status or handicap. Persons raising concerns regarding discrimination will not be retaliated against. Marketing of all County housing programs will include minority and women applicants.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Wexford County hereby adopts this Fair Housing Resolution and all of its premises.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Chairperson, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 26-04 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 07, 2026, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



WEXFORD COUNTY'S FAIR HOUSING POLICY STATEMENT

Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, or disability, is a fundamental policy of Wexford County. Wexford County is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing financing activities.

If you are applying for a Wexford County housing repair loan and you believe you are the victim of housing discrimination, you can contact Joe Porterfield, Wexford County Administrator and Fair Housing designee, at administration@wexfordcounty.org or (231) 779-9453.

If you believe you are the victim of housing discrimination you can also contact the **Michigan Department of Civil Rights** at <http://www.michigan.gov/mdcr/> or call their Fair Housing hotline number at 1 (800) 482-3604.

You may also contact the **US Department of Housing and Urban Development** at <http://www.hud.gov/offices/enforce/contact.cfm> or call their Housing Discrimination hotline at 1 (800) 669-9777.

Western Michigan Fair Housing:

Fair Housing Center of West Michigan

20 Hall SE
Grand Rapids, MI 49507
(616) 451-2980

Other Resources:

HUD's Office of Fair Housing and Equal Opportunity

<http://www.hud.gov/offices/fheo/aboutfheo/aboutfheo.cfm>

National Fair Housing Advocate

www.fairhousing.com

People with Disabilities

<http://www.hud.gov/offices/fheo/disabilities/sect504.cfm>

<http://www.hud.gov/offices/fheo/disabilities/index.cfm>

<http://www.usdoj.gov/crt/ada/adahom1.htm>

Accessibility Requirements for Buildings

<http://www.hud.gov/offices/fheo/disabilities/accessibilityR.cfm>

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the seventh day of January 2026 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

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

**RESOLUTION NO. 26-05
RESOLUTION TO ADOPT THE ANNUAL EXEMPTION OPTION
AS SET FORTH IN 2011 PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH
INSURANCE CONTRIBUTION ACT**

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by the Governor on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

- 1) Section 3 - “Hard Caps” Option - limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 - “80%/20%” Option - limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 - “Exemption” Option - a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Wexford County Board of Commissioners has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Wexford County elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the medical benefit plan coverage year January 1, 2026 through December 31, 2026.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Chairperson, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 26-05 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on January 07, 2026, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 41764

INITIAL JUSTFOIA ORDER

Pursuant to Master Services Agreement No. 41764 ("**Agreement**");

This Initial JustFOIA Order, designated as Addendum No. 1 (this "Addendum" or "Order"), is entered into as of _____, ("**Addendum Effective Date**"), by and between JustFOIA, Inc. ("Company" or "JustFOIA") and Client. This Addendum is subject to the Agreement and the following terms that are applicable to Company providing Company software (the "Solution") to Client. Company is an affiliate of MCCi and will provide the Solution as set forth hereunder. Company will invoice Client directly for the same. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Addendum supersedes any previous quotes or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Addendum, are void and of no effect.

JustFOIA, Inc

WEXFORD COUNTY ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM
FOR COUNTY OF WEXFORD
COHL, STOKER & TOSKEY, P.C.

By: Donald J. Kulhanek 12/15/2025

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill to: Jami Bigger
jbigger@wexfordcounty.org

Ship to: Gary Taylor
gtaylor@wexfordcounty.org

cc AP Contact: ahackert@wexfordcounty.org

Client Name: Wexford County
Client Address: 437 East Division Street, Cadillac, MI 49601
Quote Number: 38102
Quote Type: New JustFOIA System

Quote Date: 9/29/2025

Subscription Period Start Date:
 Date of Contract Execution
Subscription Period End Date:
 12 Months from Date of Contract Execution

<i>Product Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA ANNUAL RECURRING SERVICES</u>			
<input checked="" type="checkbox"/> JustFOIA Pro Plus	1	\$9,835.00	\$9,835.00
<input checked="" type="checkbox"/> Single Sign-On (SSO)	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Admins, Power Users & General Users	1	Included	Included
<input checked="" type="checkbox"/> Unlimited Storage	1	Included	Included
<i>Site Name:</i> Wexford County, MI		Included	Included
<i>URL:</i> wexfordcountymi.justfoia.com		Included	Included
<u>JustFOIA SUPPLEMENTAL SUPPORT SUBSCRIPTION</u>			
<input checked="" type="checkbox"/> JustFOIA Managed Support Services	1	\$1,386.00	\$1,386.00
<i>Up to 10 hours of JustFOIA staff time to be used post-implementation for training, consultation, configuration or adjustments to workflows. Hours expire when subscription period ends.</i>			
SUBTOTAL - RECURRING ANNUAL SERVICES			\$11,221.00

<i>Service Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>Total</i>
<u>JustFOIA SERVICE PACKAGES</u>			
<input checked="" type="checkbox"/> Pro Implementation	1	Included	Included
<input checked="" type="checkbox"/> Configuration of 1 Request Form	1	Included	Included
<i>• Public (County wide) Records Requests</i>			
<input checked="" type="checkbox"/> Redaction Exemption Codes Configuration	1	\$1,500.00	\$1,500.00
<input checked="" type="checkbox"/> Single Sign-On Configuration	1	Included	Included
<input checked="" type="checkbox"/> Any & All Document Management Configuration	1	Included	Included
<input checked="" type="checkbox"/> Dynamic Fields Configuration (up to 10/package)	1	\$370.00	\$370.00
SUBTOTAL - ONE-TIME SERVICES			\$1,870.00

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate Client's purchasing process.

RECURRING SERVICES

Client has elected to license the JustFOIA software provided as a service (the "**Solution**").

The Recurring Services portion of this Order and/or applicable Addendum will systematically renew unless written notice of termination has been provided. An annual increase of 5% will be applied to the immediately preceding annual rates (excluding any initial or one-time discounts) unless Client has terminated the Order and/or Addendum earlier, as set forth below, or provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services.

SALES TAX

Sales tax will be invoiced where the Client is not exempt and/or has not communicated its tax status to JustFOIA. Sales tax is not included in the fee quote above.

TERM

Either party may terminate this Order upon any of the following:

- (a) Thirty (30) days after a party's receipt of written notice from the other party that this Order and/or applicable addendum shall be terminated; or
- (b) Thirty (30) days after one party notifies the other in writing that they are in breach or default of this Order, unless the breaching party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either party, any insolvency of a party, any appointment of a receiver for such party, or any assignment for the benefit of such party's creditors (a "**Bankruptcy Event**"), unless such party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client has not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees); or
- (e) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to JustFOIA at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Order is terminated following an Event of Non-appropriation, Client agrees to compensate JustFOIA for services rendered prior to such Event of Non-appropriation.

[remainder of page intentionally left blank]

BILLING

JustFOIA will invoice Client as follows:

Product/Service Description	Timing of Billing
Recurring Services	<ul style="list-style-type: none">▪ Initial Sale: Upon receipt of Order.▪ Annual Renewal: 75 days in advance of expiration date.
One-Time Services	50% upon project kickoff, remaining 50% upon project completion and project acceptance.

JustFOIA shall not send any invoices, nor claim payment, for any fees or expenses incurred by JustFOIA until both parties authorize this Order.

PAYMENT

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Once payment has been received, no refunds for Recurring Services are available.

TECHNICAL & SUPPLEMENTAL SUPPORT

To support your journey, it's important to have a plan in case issues or needs arise.

Technical Support

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the JustFOIA Training Center.

	JustFOIA Technical Support Services	JustFOIA Managed Support Services	JustFOIA Process Administration Support Services
Description	Technical	JMSS	JPASS
Easy access to JustFOIA's team of support technicians for break/fix support issues (i.e., error codes, bug fixes, etc.) & basic Q&A support	■	■	■
Remote access support through web meeting	■	■	■
Access to version updates, security updates and hotfixes	■	■	■
Customized JustFOIA Training Center Support	■	■	■
Access to high-level support technicians with enhanced knowledge		■	■
Remote Training for New/Existing Users		■	■
Annual System Review (upon Client request)		■	■
System Settings Consultation		■	■
Assistance with Current System Modifications*		■	■
Assistance with New System Configurations**		■	■
Configuration Changes to Routing of Current DirectRoute Workflows		■	■
Dedicated Technical Support Professional			■
Institutional Knowledge of Client's Solution			■
Proactive recurring consultation calls upon the Client's request			■
Adjust Current SSO or Payment Portal Connections			■

***Current System Modifications** includes Public Portal, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings.

****New System Configurations** includes Users, Forms, Standard Workflows, Email Templates, Advanced Reports, Custom Dashboards, Dynamic Fields, Users, and Redaction settings. This will also include new additional features that are added to Client's subscription in the future.

Note on Hours usage: JustFOIA allows clients to use their hours for a multitude of post-implementation services, as long as a request will not start a service that cannot be completed within the hours available. The creation of new DirectRoute Workflows is not included in Supplemental Support Services.

JustFOIA Supplemental Support Services

Want an enhanced level of post-implementation support? JustFOIA offers two supplemental support packages, Managed Support Services (JMSS) or Process Administration Support Services (JPASS), to cover ongoing consultation, training, and configuration services. A supplemental support package is strongly encouraged to be included with every renewal and is an annual subscription. Pricing is based on the package purchased and is an advanced discounted block of hours, which expires on the same date as Client's annual renewal. JMSS pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. JPASS pricing for the advanced block of hours is based on JustFOIA's Senior Support Technician hourly rate discounted by 10%.

Supplemental Support Package Definitions

ENHANCED KNOWLEDGE

You'll have access to our team of more knowledgeable support technicians.

REMOTE TRAINING

Additional remote training is conducted to train new users or as refresher training for existing users.

SYSTEM CONSULTATION

JustFOIA offers best practices consultation that includes recommendations for adding additional departments, statuses, email templates, etc.

CONFIGURATION/MODIFICATION SERVICES

Configuration/modification services for request forms, standard workflows, email templates, dynamic form fields, and more.

CHANGES TO ROUTING OF CURRENT DIRECTROUTE WORKFLOWS

For clients with a DirectRoute Workflow, we will make minor adjustments such as changing the routing individual to maintain your DirectRoute Workflow.

DEDICATED SUPPORT PROFESSIONAL & INSTITUTIONAL KNOWLEDGE

You will be assigned a dedicated support professional who will gain institutional knowledge of your agency's unique setup and configuration of the JustFOIA solution.

PROACTIVE, RECURRING CALLS UPON REQUEST

Clients can request to have a recurring call with their dedicated support professional (monthly or quarterly) to discuss recommended changes, questions, or concerns.

ADJUSTMENT OF CURRENT SINGLE-SIGN ON OR PAYMENT PORTAL CONNECTIONS

JustFOIA can assist with adjusting the current SSO or Payment Portal connection.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule, justifying a change order.

- JustFOIA's completion of a Deliverable to Client shall constitute that JustFOIA has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after JustFOIA's submission to give written notice to JustFOIA specifying the deficiencies in reasonable detail. JustFOIA shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, JustFOIA shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, JustFOIA and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by JustFOIA on retraining, reeducating, or changes in direction.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist JustFOIA personnel by answering business, technical and operational questions and providing requested documents, guidelines, and procedures in a timely manner; (ii) participate in the services as reasonably necessary for performance under this Order; and (iii) be available to assist JustFOIA with any other activities or tasks required to complete the services in accordance with this Order.
- Note that all services contracted for must be done as part of the initial implementation. For the avoidance of doubt, if there are services or portions thereof that the Client does not elect to implement as part of the initial implementation, such services are forfeited.
- All services, unless otherwise noted, will be performed remotely.

PRO IMPLEMENTATION

CLIENT TASKS & DELIVERABLES

- Provide a visual flow chart and/or narrative of current records request process(es) and requirements
- Attend all scheduled implementation sessions and respond promptly to requests for information
- Complete necessary configuration assignments in a timely manner, including but not limited to:
 - Create General User and Viewer accounts and respective departments
 - Create user-created email templates
- Conduct internal end-user (General User) trainings
- Perform user acceptance testing
- Complete JustFOIA Training Center trainings and certification
- Configure Deflection/Dynamic Fields, unless Dynamic Fields Configuration Package is quoted

JustFOIA TASKS & DELIVERABLES

- Deploy site in the Microsoft Azure Government Cloud
- Set up Client with Training Center accounts
- Conduct Pre-Implementation Session (1 hour) to collect necessary configuration data and outline expectations
- Lead Implementation Launch Session (1 hour) to identify implementation milestones and introduce Client to public facing JustFOIA site and request form(s)
- Establish and configure initial Administrator and Power User security credentials and respective departments
- Personalize Public Portal with Client branding

- Configure number of request forms defined in Order and necessary request statuses and workflow task lists
- Complete initial configuration of observed holidays
- Complete initial configuration of system email templates
- Conduct two (2) Remote System Trainings (1.5 hours and 1 hour respectively); recordings made available in Training Center
- Conduct one (1) Remote Workflow Training (1 hour per form process); recording made available in Training Center
- Provide training support and resources to Administrator and Power User Team for end-user trainings
- Provide technical support through user testing before going live
- Assist with transition to Client Success and Support Teams
- Provide Go-Live Marketing Press Kit

REDACTION EXEMPTION CODES CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide list of desired Exemption Codes for entry into JustFOIA with desired descriptions

JustFOIA TASKS & DELIVERABLES

- Configure Redaction Exemption Codes and Exemption Log
- Complete testing and training

SINGLE SIGN-ON (SSO) CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Review [Single Sign-on Guide](#)
- Follow the [Single Sign-on Guide and](#) best practices documentation for your Identity Provider of choice
- Choose a protocol to connect with (e.g.: SAML, Open ID Connect)
- Attend an Integration Call with JustFOIA to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
- Work with JustFOIA to determine what pieces of information will be needed
- Participate in testing

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering
- Configure JustFOIA SSO:
 - Deliver any relevant documentation for connection type to the client
 - Integration call with Client to walk through any outstanding setup and Q&A, within the scope of JustFOIA responsibilities
 - Information gathered by client is provided to JustFOIA
 - Enterprise Connection is created and established in the JustFOIA system
 - Client tests the connection to validate it is configured and working correctly
- Complete testing

ANY & ALL DOCUMENT MANAGEMENT CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Attend remote Document Management training and respond promptly to requests for information

JustFOIA TASKS & DELIVERABLES

- Configure and implement Any & All Document Management module
- Conduct one (1) remote Document Management training session (30 minutes); recording uploaded to Training Center

DYNAMIC FIELDS CONFIGURATION

CLIENT TASKS & DELIVERABLES

- Provide a list of desired dynamic form field(s), keywords and/or external links

JustFOIA TASKS & DELIVERABLES

- Conduct requirements gathering (not to exceed 1 hour)
- Configure and implement up to 10 dynamic form fields (not to exceed 1 hour)
- Complete testing

JUSTFOIA ASSUMPTIONS

THESE ASSUMPTIONS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.

THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any Intellectual Property right or Acceptable Use Policy, liability is limited to the amount of dollars received by JustFOIA directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

JustFOIA also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and JustFOIA has no liability associated therewith.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section above.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition

by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

MASTER SERVICES AGREEMENT NO. 41764

This Master Services Agreement No. 41764 (this "**Agreement**") is effective on date of last signature ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company, with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**Company**") and the County of Wexford, a municipality and political subdivision of the State of Michigan, ("**Client**"). Company and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

As used in this Agreement, "Company" means the Company Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

Company and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by Company (and as modified in writing by the Parties, each an "**Order**"). Company will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by Company to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or Company, nor will such Change Order be the basis for any claim for additional compensation by Company, until Client and Company have agreed in writing to the same.

Each Company Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party and the applicable Affiliate will invoice client for the same. In no event will a Company Affiliate be liable for any of the obligations or liabilities of any other Company Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to Company the fees and other compensation and or reimbursement set forth in each Order. The Client acknowledges that it may incur expenses as associated with non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after Company has made the applicable arrangements; or (ii) If Client is not prepared upon Company's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

3. Invoicing and Payment

Unless otherwise stated in an Order, Company will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless Company has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing per the applicable Order.

To the extent that Client is not exempt and/or has not communicated its tax status to Company, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Company under this Agreement or any other Agreement between the Parties, exclusive of taxes based on Company's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided thirty (30) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice within 45 days after scheduled renewal date of the Recurring Services, the Order (and/or applicable addendum) will systematically terminate, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees);

Once payment has been received, no refunds for Recurring Services are available.

4. Term and Termination

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Notwithstanding the foregoing, if at any point an Order, Recurring Services, or similar underlying work document be active, then the terms of this Agreement shall govern the Order or similar underlying work document until termination or expiration of the same. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to Company at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist Company Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist Company with any other activities or tasks required to complete the Services in accordance with the Order.

6. Company Personnel

Neither Company nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. Company shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, Company shall be responsible for all acts or omissions of its Personnel.

Company may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with Company employees "**Personnel**"). Company remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any Company Personnel is not suitable, Company shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular Company Personnel member has been identified as a key resource to the relevant Order, Company at its sole discretion may reassign, if and as necessary, other appropriately qualified Company Personnel to the relevant Order as long as such assignment will not affect Company's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. Except for government entities, In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of Company providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by Company to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority. The Parties recognize that the Client is subject to the Michigan Freedom of Information Act and the Michigan Open Meetings Act, both of which may provide for disclosure of information.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by Company under any Order, to the extent that the same are custom and unique in application to Client, (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. Company shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing Company shall not use or disclose any Client Confidential Information or Deliverables custom and unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Company agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, Company shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) Company software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with Company and/or Client; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which Company had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to Company. Should Company, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), Company shall retain any and all rights in such Pre-existing Work. Company hereby grants Client a paid up, royalty free, world-wide, non-exclusive license to use outputs generated by the Company software and Pre-existing Work for its internal business needs for the term of each applicable Order.

Client understands and agrees that Company may perform similar services for third Parties using the same Personnel that Company may use for rendering Services for Client hereunder, subject to Company's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that Company, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then Company shall safeguard this information in accordance with these laws. Company may disclose Personal Information and other Client provided information for business purposes only on a need-to-know basis and only to (i) Company Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information and other Client provided information in a like manner as Company safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. Company may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. Company shall have no duty to notify Client of such compliance with law. Company takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that Company experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, Company shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) **General Representation and Warranty.**

Client represents and warrants that it shall have all rights and licenses, including, without limitation those related to data, software and the like, of third parties, necessary or appropriate for Company to access or use such data and/or third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of Company.

(b) **Services Warranty.**

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE APPLICABLE EXHIBITS AND/OR ORDERS, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) **General Warranty.**

Company shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that Company agrees that Client may be a publicly traded company and Company shall instruct Company Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, “**State Data Protection Laws**”), and (v) Company also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

(a) **Indemnification.**

To the extent caused by Company, Company shall indemnify, defend, and hold Client harmless against any loss, damage, or costs (including reasonable attorneys’ fees) in connection with third party claims, demands, suits, or proceedings (“**Claims**”) for bodily injury or tangible property damage arising out of Company’s performance within the scope of its responsibilities under this Agreement or by a third-party alleging that the use of any Deliverable (expressly excluding third party software and/or cloud host provider) as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party’s intellectual property rights perfected in the United States. Notwithstanding the foregoing, Company shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than Company, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by Company. If Client is enjoined from using the Deliverable or Company reasonably believes that Client will be enjoined, Company shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to Company, then this Agreement may be terminated at either Party’s option, and Company’s sole liability shall be subject to the limitation of liability provided in this Section.

(b) **Indemnification Procedure.**

Client shall give Company (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless it unconditionally releases Client of all liability and does not otherwise negatively impact Client’s rights, including, without limitation, those in its intellectual property); and (iii) at Company’s cost, all reasonable assistance.

(c) **Limitation of Liability.**

Except for a breach of intellectual property rights, a third party’s end user and/or terms of use agreement, and to the extent caused by the applicable Party:

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY’S PAYMENT OBLIGATIONS; (ii) EACH PARTY’S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER

LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST TWELVE (12) MONTHS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL AGREEMENTS BETWEEN THE PARTIES, REGARDLESS OF WHETHER EXECUTED PRIOR TO OR SUBSEQUENT TO THIS AGREEMENT.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION . THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, Company shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

Company, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. Company represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to Company</u>	<u>If to Client:</u>
MCCI, LLC	Wexford County
3717 Apalachee Parkway	437 E Division Street
Suite 201	Cadillac, MI, 49601
Tallahassee, FL 32311	Attn : Rich McNulty
Attn: Legal Department	Email : rmcnulty@wexfordcounty.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA (End User License Agreement) Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements ("EULA"), whether supplied by Company as a convenience or not, for any products procured on behalf of Client by Company and Company shall not be responsible for such products except related services provided directly by Company

(b) Use of Open-Source Code.

Except as disclosed in the Order, Company does not distribute nor otherwise use any open-source or similar software in a manner that would obligate Company to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "Open Source" shall mean any software or other Intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without Company's help. Company is not responsible for any damages caused by Client's customization of the software. Company will not be held responsible for correcting any problems that may occur from these customizations.

(d) Company Software Configuration Services.

Client may elect to contract with Company to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to Company for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, Company agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Boycotts.

Company is not engaged in and will not engage in a boycott prohibited under United States and/or applicable State laws.

(i) E-Verify

Company uses E-Verify to verify the work authorization of all newly hired employees.

(j) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(k) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit Company's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, Company will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be Company Confidential Information.

Client shall bear all costs associated with audits.

(l) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(m) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(n) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(o) Dispute Resolution.

Should a dispute arise between Company and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(p) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(q) Publicity.

Company may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(r) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(s) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(t) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees. Venue for any dispute will be in the State of Michigan.

(u) Survival.

Sections 2 (Fees), 3 (Invoicing and Payment), 6 (Company Personnel), 7 (Non-solicitation), 8 (Confidential Information), 9 (Intellectual Property), 10 (Data Privacy), 11 (Warranty), 12 (Indemnification and Limitation of Liability), 14 (Notices), 15 (Miscellaneous), and all other terms that by their context are intended to survive, whether in or under this Agreement, shall survive termination or expiration of this Agreement.

(v) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(w) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

WEXFORD COUNTY ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

437 E DIVISION STREET
CADILLAC, MI, 49601

APPROVED AS TO LEGAL FORM
FOR COUNTY OF WEXFORD
COHL, STOKER & TOSKEY, P.C.
By: Donald J. Kulhanek 12/15/2025



AMENDMENT NO. 1

TO

[CONTRACT FOR Agent Agreement] [July 17, 2019 AGREEMENT]

This amendment ("Amendment") is made this 2 day of December, 2025 by and between Rapid Financial Solutions, LLC, ("Rapid") an indirect wholly owned subsidiary of Tyler Technologies, Inc. and 28th Circuit Court/Wexford County Clerk, ("Client").

WHEREAS, Rapid and Client are parties to an agreement dated July 17, 2019, as such document may have been previously amended from time to time according to its terms (the "Agreement"); and

WHEREAS, Rapid and Client now desire to amend the Agreement to extend the term, add an exclusivity commitment, add fees for breach of that commitment, and update pricing.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Rapid and the Client agree as follows:

1. Extension Term. Rapid and Client agree to a new three (3) year extension of the Agreement (the "Extension Term") effective on the signature date of this Amendment. During this Extension Term, Client agrees to exclusively procure disbursement products and services from Rapid.
2. Fees for Termination without Cause or Breach of Exclusivity. If Client breaches the exclusivity obligations during the Initial Term, or if Client terminates the Agreement during the Extension Term for any reason other than cause, Force Majeure, or lack of appropriations, then Client shall provide 30 days written notice and if (1) Client breaches the exclusivity obligations during the Extension Term; (2) Client terminates this Agreement during the Extension Term for any reason other than cause, Force Majeure, or lack of appropriations; or (3) Rapid terminates the Agreement during the Extension Term for Client's failure to pay fees, then Client shall pay Rapid the greater of following early termination fees, which Client agrees are reasonable liquidated damages for breach of exclusivity or payment obligations or early termination:
 - a. Five Thousand Dollars (\$5,000); or
 - b. Seventy-five percent (75%) of the remaining contract amount, where:
 - i. If using SaaS pricing, the "contract amount" means the total remaining SaaS Fees due for the subscription term as set forth in the applicable Order Form.
 - ii. If using transactional pricing, the "contract amount" means:
 1. For the first year of the Extension Term, the estimated number of transactions multiplied by the applicable issuance rate; and
 2. For subsequent years, the trailing twelve (12) months of actual transaction fees, annualized as necessary, multiplied by the number of months remaining in the Initial Term.
3. Pricing. \$0.49 per load,

- 4. All other terms and conditions of the aforementioned Agreement not modified herein shall remain unchanged and in full force and effect. Each party represents and warrants that the person executing this Amendment on its behalf is authorized to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Client

Rapid Financial Solutions, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date: December 19, 2025

Administrator Joe Porterfield

Wexford County Administrator's Office

437 E. Division St

Cadillac, MI 49601

RE: Patrol Vehicle Equipment Needs follow up

Good morning, Joe,

Mike and I reviewed our current budgets last Friday for possible funding for some of the equipment.

After review we can come up with \$244,302.00 which will cover the cost of the in-car cameras and body camera and almost the Radar units. Which will leave us \$108,873.00 dollars short of the total cost to outfit the vehicles.

So, I would need to be asking through pic for \$108,873.00. Now I can't say we won't have funds left over in law division personnel line item due to us being short staffed, but I do have some lines items over spent that need to be balanced out.

Here are the line items and amounts found for this year's budget.

101-351-727.13	Building supplies	\$69,941.00
101-351-727.16	Kitchen Supplies	\$86,204.00
101-351-745.00	Inmate Clothing	\$10,000.00
101-351-802.00	Computer services	\$20,204.00
101-351-931.00	Equipment Main/repair	\$45,953.00
101-351-957.01	Training Aids	\$12,000.00
	Total	\$244,302.00

As of this date Items to be purchase with this funding are as follows for;

Pro Comm Inc, 2099 Independence Dr. Mt Pleasant MI 989-772-3751

Qty: 13 In car and Body camera systems \$16,810.00 each	\$218,530.00
Qty: 13 Pentax PJ200 Printer armrests \$265.00 each	\$3445.00
Qty: 13 Sentina Dual XL Lock w/handcuff keytrail system \$585.00	\$7605.00

Qty: 13 Sierra Wireless MP70 wifi modems \$1025.00 each	\$13325.00
Total	\$242,905.00

Thank you.

Butch

Lt. Richard Denison