



Wexford County

**EXECUTIVE COMMITTEE**

*Gary Taylor, Chair*

**NOTICE OF MEETING**

The Executive Committee of the Wexford County Board of Commissioners will hold a regular meeting on Tuesday, February 10, 2026, beginning at 4:00 p.m. in the Commissioners’ Room, third floor of the Historic Courthouse, 437 E. Division St., Cadillac, Michigan.

**TENTATIVE AGENDA**

- A. CALL TO ORDER
- B. ROLL CALL
- C. ADDITIONS / DELETIONS TO THE AGENDA
- D. APPROVAL OF THE AGENDA
- E. APPROVAL OF THE JANUARY 13, 2026, REGUALR MEETING MINUTES ..... 1
- F. PUBLIC COMMENTS  
*Designated for topics on the agenda only.*
- G. AGENDA ITEMS
  - 1. Discussion on Current Litigation Matters
  - 2. Infrastructure Alternatives Monthly Report *(Tom Lutke, Infrastructure Alternatives Inc.)* ..... 3
  - 3. Resolution 26-06 in Support of Repealing MCL 46.415 (2) ..... 4
  - 4. Special Part-time Prosecutor Employment Agreement ..... 6
  - 5. 911 Service Plan ..... 11
  - 6. Phone Quote Discussion ..... 37
- H. CORRESPONDENCE
- I. ADMINISTRATOR’S COMMENTS
- J. PUBLIC COMMENTS
- K. COMMITTEE COMMENTS
- L. CHAIR COMMENTS
- M. ADJOURN

WEXFORD COUNTY  
EXECUTIVE COMMITTEE MEETING  
REGULAR MEETING MINUTES

January 13, 2026  
*Gary Taylor, Chair*

The regular meeting was called to order by Chairman Taylor at 4:00 p.m., in the Commissioner's room, Third Floor, Courthouse, 437 E. Division St. Cadillac, Michigan.

Members Present: Gary Taylor, Micheal Bush, Brian Potter  
Members Absent: Julie Theobald  
Also Present: Jami Bigger, Deputy Administrator/Human Resources Director; Tom Lutke, Infrastructure Alternatives Inc.; Kristi Nottingham, Treasurer; Alaina Nyman, Clerk; Bob Polanic, Infrastructure; Joe Porterfield, County Administrator & Equalization Director; Megan Swanberg, Executive Assistant and members of the public

**ADDITIONS OR DELETIONS TO THE AGENDA**

Added: G.4. Fox Motor Contract

**APPROVAL OF THE AGENDA**

**A motion was made by Comm. Potter and supported by Comm. Bush to approve the agenda, as amended. A vote was called. All in favor.**

**APPROVAL OF THE MINUTES**

**A motion was made by Comm. Bush and supported by Comm. Potter to approve the December 09, 2025, Regular Meeting Minutes. A vote was called. All in favor.**

**PUBLIC COMMENTS**

None.

**AGENDA ITEMS**

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

County Administrator Joe Porterfield, informed the committee of the following:

- He received an email on tax foreclosure cases for litigation and stated they are continuing.
- The Brown case has been taken out of federal court.

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

Mr. Lutke, IAI, informed the committee that it has been a quiet month with no customer Concerns. The leak from last month has been back to normal and the chlorine pump has been replaced.

***G.3. Brownfield Authority Discussion***

Mr. Porterfield has spoken with Niki Shultz, Alliance for Economic Success, and the developers are continuing to ask about Brownfield money. Ms. Shultz has looked into it and some investors are willing to help with start-up cost Comm. Bush asked if there were other counties doing this

and Mr. Porterfield said most other counties are. Mr. Porterfield noted the Treasurer office would be involved in this process. Ms. Nottingham, Treasurer, will inquire at her upcoming conference and report back.

***G.4. Fox Motor Contract***

**A motion was made by Comm. Bush and supported by Comm. Potter to approve the Fox Motor Agreement with Wexford County and Fox of Cadillac regarding snow removal and storage for the period of June 1, 2025, through May 31, 2028. A vote was called. All in favor.**

**CORRESPONDENCE**

None.

**ADMINISTRATOR'S COMMENTS**

Mr. Porterfield states this high-profile case is increasing overtime by over 500 hours for the Sheriff's Office.

**PUBLIC COMMENT**

None.

**COMMITTEE COMMENTS**

None.

**CHAIR COMMENTS**

None.

**ADJOURN**

**A motion was made by Comm. Bush and supported by Comm. Potter to adjourn the meeting at 4:17 p.m. A vote was called, all in favor.**

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Gary Taylor, Chair

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Megan Swanberg, Recording Secretary



**INFRASTRUCTURE  
ALTERNATIVES, INC.**

## Monthly Operations & Maintenance Report

February 10, 2026

**Report for Month:** January 2026  
**Location:** Wexford County (Cedar Creek Township)  
**Facilities:** Cedar Creek Water Plant & Distribution System  
**Operator in Charge:** Tom Lutke, Water Operator

### Emergency Callouts/Customer Concerns

- ❑ No customer callouts or concerns this month.

### Significant Events:

- ❑ 1/2 – Increased Chlorine feed at the well house to improve system residuals.
- ❑ 1/13 – Turned off water at 1644 N. Mackinaw Trail at customer's request. (Seasonal Customer)
- ❑ 1/15 – Ran the Delinquent Water Bill Report and sent out delinquent notices to customers.
- ❑ 1/27 – Issued a Run Water Advisory for customers connected to the system due to potential for frozen meters and service lines.

### Preventive Maintenance:

- ❑ IAI staff continues to regularly monitor chlorine residuals throughout the water system.
- ❑ Auto Flusher #2 was out of service for 10 days this month due to extreme cold temperatures. It is currently back up and running.

### Facilities Data for the Month

Production at Well House	269,740 gallons
Metered Usage	212,956 gallons
Metered Flushing	122,241 gallons
Difference *(% Gain)	65,457 gallons (24.27%)



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 eighteenth day of February 2026 at 4:00 p.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following preamble and resolution were offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**RESOLUTION NO. 26-06  
RESOLUTION IN SUPPORT OF REPEALING MCL 46.415 (2)**

**WHEREAS**, the County Board of Commissioners currently establishes all aspects of compensation, benefits and mileage reimbursements for its officials and its employees and fund the same, solely from County funds; and

**WHEREAS**, mileage reimbursement for County Board of Commissioners and county officials and employees is currently statutorily different as the County Board of Commissioners is limited by the limitations set forth in MCL 46.415(2); and

**WHEREAS**, many counties adopt the applicable IRS mileage rate for business travel which for 2026 is 72.5 cents per mile; and

**WHEREAS**, a County Board of Commissioner generally is required to undertake travel in the performance of the duties of their office; and

**WHEREAS**, when officials and employees of a County travel, the mileage reimbursement exceeds that of County Board of Commissioners mileage reimbursement for their County travel; and

**WHEREAS**, the current statutory difference in mileage reimbursement for official travel at the County level is both irrational and illogical.

**NOW THEREFORE BE IT RESOLVED** that the members of the Michigan Legislature are called upon to repeal MCL 46.415(2) in its entirety to allow Counties to establish all aspects of compensation and mileage for their commissioners, officials and its employees to be paid solely from County funds.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution shall be sent to all Michigan Counties and members of the Michigan Legislature.

**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 26-06 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on February 18, 2026, and I further certify that public notice of such meeting was given as provided by law.

\_\_\_\_\_  
Alaina M. Nyman, County Clerk

**EMPLOYMENT AGREEMENT FOR A TEMPORARY PART-TIME ASSISTANT PROSECUTOR**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of February 2026, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) acting on behalf of **WEXFORD COUNTY PROSECUTOR** (hereinafter referred to as the “Prosecutor”) and **CHRISTINE LAWRENCE ESQ.** (hereinafter referred to as the “Temporary Employee”).

**WITNESSETH:**

**WHEREAS**, the Prosecutor is in need of temporary part-time assistance in the Wexford County Prosecutor’s Office during the pendency of the ongoing Parks investigation and case.

**WHEREAS**, the County and Prosecutor desires to retain the services of Temporary Employee to act in the capacity of a assistant prosecutor on a part-time basis and for a limited duration during the pendency of the Parks investigation and case.

**WHEREAS**, the Temporary Employee is an experienced assistant prosecuting attorney who is qualified and willing to temporarily assume the position

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the contracting parties agree as follows:

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

**1. Employment.** The County retains and employs the Temporary Employee as a part-time employee for the purpose of working within the Prosecutor’s Office on a temporary basis to assist the Prosecutor and act as a representative of the Prosecutor in assigned investigations, court appearances and other legal work assigned by the Prosecutor for the limited duration of this Agreement.

Temporary Employee shall generally be scheduled to work behalf the County 2-3 days per pay week unless working less hours in a given week is pre-approved by the Prosecutor. Whenever requested by Prosecutor or as required by the nature of the assigned work, Temporary Employee shall provide shall work as many hours in a given week or workday, in addition to regular schedule or business hours, as are reasonably necessary to complete tasks assigned by the Prosecutor within the professional standards and time frame required by the Prosecutor. With prior approval of the Prosecutor, Temporary Employee’s schedule may be flexed so as not required to work an average of more than 3 days per week during a given month.

Temporary Employee shall work cooperatively and under supervision of the Prosecutor to achieve to achieve the specific duties listed in the Assistant Prosecutor

position description (attached). In addition to the duties set forth in the referenced position description, Temporary Employee shall perform other tasks assigned to her subject to the instructions, directions, and control of the Prosecutor or her designee. Temporary Employee shall abide by and comply with the policies and governance directives of the County and Prosecutor.

**2. Compensation.** Temporary Employee shall receive compensation in the gross amount of Forty and 00/100 DOLLARS (\$40.00) per hour, payable biweekly, less applicable payroll withholdings. The funding by the Board of Commissioner's for the Temporary Employee is capped in a gross amount not to exceed EIGHTY THOUSAND and 00/100 Dollars (\$80,000.00) per annum over the duration of this Agreement; as such Prosecutor shall not schedule and Temporary Employee is not authorized to be scheduled or work hours in excess of this cap without written approval and amendment of the this Agreement by the Board of Commissioners.

Temporary Employee will complete and submit to the Prosecutor a bi-weekly time report of hours worked.

The County shall reimburse Temporary Employee for travel expenses at the rate fixed by County Policy incurred in the performance of her duties as recorded on a travel expense log.

The only fringe benefits applicable to this position are mileage reimbursement and paid medical leave and the possibility, Temporary Employee meets the average hour requirements, of health insurance coverage under the Affordable Care Act. Such benefits are provided or offered if, and only to the extent it is required by law and governing County policies. Temporary Employee shall receive no other fringe benefits, paid leave, or retirement contributions or any other fringe benefits afforded to union or non-union County employees or elected or appointed officials, including but not limited to those benefits set forth in the County or Prosecutor's policies.

By signing this Agreement, Temporary Employee certifies and agrees that she understands that she may have been deemed eligible for affordable, minimum value medical coverage in accordance with the employer mandates of the Affordable Care Act and that she is voluntarily waiving this coverage. Temporary Employee agrees that by waiving this coverage for herself, Temporary Employee may not cover dependents under the County health plan. Temporary Employee that I have been given the opportunity to elect health coverage if the hour requirements are been satisfied, and by signing this Agreement Temporary Employee is waiving coverage for herself and my eligible dependents (if applicable) and that Temporary Employee will not be eligible to enroll in the health plan until the next open enrollment period unless Temporary Employee experiences a family status change or qualifying event. Temporary Employee certifies that all her currently eligible dependents and Temporary Employee herself are enrolled under other group health coverage provided by her spouse's employer which is affordable, minimum value coverage in accordance with the employer mandates of the Affordable Care Act. Temporary Employee further acknowledges that she understands that as a result declining County coverage considered affordable and

minimum essential under the Affordable Care Act, Temporary Employee will not qualify for subsidies to purchase individual health insurance on the Marketplace.

**3. At-Will Employment and Termination.** This position is an at-will position, and the County or Prosecutor may terminate this Agreement at any time and for any or no reason. In the event the Temporary Employee seeks to end the Agreement, the Temporary Employee will provide 14 days prior written notice from the date of the desired termination date.

This Agreement and Temporary Employee's employ with the County shall automatically terminate at the earliest of the following:

- a. upon the conclusion of the ongoing Parks investigation and case by the Wexford County Prosecutors Office; or
- b. the one year anniversary of this Agreement, unless extended in writing by the Board of Commissioners and Prosecutor.

**4. Retention of Records.** The Temporary Employee shall furnish the Prosecutor with reports in accordance with the procedures set forth by the County Prosecutor's Office. The Prosecutor shall have sole and exclusive right to the retention of all records pertaining to all services rendered pursuant to this Agreement.

**5. Return of Property.** Upon termination of this Agreement, the Temporary Employee shall return all documents, correspondence, files, papers or property of any kind, of all type or nature pertaining to the Prosecution Legal Services which the Temporary Employee may possess or control and shall sign a statement verifying return of such property.

**6. Compliance with the Law and Licensing Requirements.** The Temporary Employee shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The Temporary Employee shall also meet all licenses requirements for the law in the State of Michigan. Failure by the Temporary Employee to obtain and/or maintain any required license requirements and/or the suspension or loss of the same, shall result in the immediate and automatic termination of this Agreement.

**7. Confidentiality and Sensitive Nature of Information.** For the purposes hereof, "Confidential Information" means information (including formulas used, patterns, compilations and summaries of data and other information used in investigations including the identities of victims, undercover officer information, details related to ongoing investigations, programs, law enforcement practices, methods, techniques, processes, any other information covered as an Exemption to the FOIA, MCL 15.243, and any other information intended for internal agency use only) of the County and its law enforcement departments. The recipient (the "Receiving Party") of Confidential Information from the other party (the "Disclosing Party") agrees: (i) that he/she will maintain and preserve the confidentiality of such Confidential Information; (ii) that he/she will disclose such Confidential Information on a "need-to-know" basis, only, and only to such persons who have agreed to maintain the confidentiality thereof; and (iii)

that they will use such Confidential Information solely in connection with the services rendered under this Agreement. Notwithstanding the foregoing, Confidential Information will not include information or materials which are publicly known at the time of disclosure to the Receiving Party by the Disclosing Party. The foregoing obligations with respect to Confidential Information will continue in perpetuity. Otherwise, obligations to keep certain non-sensitive information confidential will cease as to particular Confidential Information from and after the date that the particular Confidential Information becomes publicly known through no fault of the Receiving Party; "Confidential information" will not be deemed to include information generally known in the trade or available to the public. In the event of the termination or expiration of this Agreement, the Receiving Party will promptly return to the Disclosing Party all writings, recordings and other materials in tangible form, and all copies thereof, in its possession or control, which contain any Confidential Information of the Disclosing Party. Notwithstanding the above, a Receiving Party may disclose Confidential Information to the extent required by any applicable law, regulation, or court and for the limited purpose of enforcing its rights under this Agreement. The parties agree that injunctive relief will be appropriate for the enforcement of this clause, in addition to any available criminal penalties available for the release of sensitive information.

The requirement to maintain confidential information under this Agreement shall survive the expiration or termination of this Agreement.

**12. Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. The County and Temporary Employee mutually agree that the venue for the bringing and maintaining of any action in law or in equity that arises out of this Agreement shall be established in accordance with statutes and Court Rules of the State of Michigan. In the event an action is brought in federal court, the County and Temporary Employee agree that the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

**13. Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**14. Modification of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**15. Assignment or Subcontracting.** This Agreement nor the Prosecution Legal Services shall not be assigned by the Temporary Employee nor subcontracted to any other person or entity.

**16. Purpose of Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**17. Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**18. Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, it shall be considered null and void and to be deleted and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

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

**THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF WEXFORD**

**CONTRACTOR**

By: \_\_\_\_\_  
Gary Taylor, Chairperson  
County Board of Commissioners

By: \_\_\_\_\_  
Christine Lawrence Esq.

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

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

By: \_\_\_\_\_  
Johanna Carey, Prosecuting Attorney

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

**WEXFORD COUNTY  
EMERGENCY TELEPHONE SERVICE DISTRICT  
FINAL PLAN**

Adopted on 02/18/2026

# WEXFORD COUNTY 911 SERVICE PLAN

## I. INTRODUCTION

For decades, the 911 system has served the needs of the public in emergencies. Next Generation 911 ("NG911") will enhance the 911 systems to create a faster, more flexible, resilient, and scalable system that allows 911 to keep up with communication technology used by the public. Put simply, NG911 is an Internet Protocol ("IP") based system that allows digital information (e.g., voice, videos, text messages) to flow seamlessly from the public, through the 911 network, and on to emergency responders.

While the technology to implement NG911 systems is available now, the transition to NG911 involves much more than just new computers. Implementing NG911 will include activities of many people, who will coordinate efforts to plan and deploy a continually evolving system of hardware, software, standards, policies, protocols and training. One of the key tasks for Michigan counties to get started with NG911 implementation is to update their planning document. An important purpose of this Plan is to prepare Wexford County ("County") for NG911 and technologies that will follow NG911.

Michigan Public Act 32 of 1986, MCL §484.1101 et seq, as amended, ("Act") authorizes the County to enact a 911 Service Plan ("Plan") that establishes a Service District ("Service District") in which enhanced 911 ("911") services are provided to callers requesting emergency medical, police and fire services. The County, through the Wexford County Board of Commissioners ("County Board") has adopted a Plan and various amendments to that Plan under the Act. Wexford County originally adopted its Plan over twenty years ago and counties across the State are now updating their plans to reflect technological changes over the past few decades and to facilitate technological changes in the near future, including NG911 technology as the methodology for delivering all 911 calls and texts to the public safety answering point. The present Plan is based on a model plan commissioned for Michigan Counties by the Michigan Communications Directors Association and tailored variations of this new model plan have been approved in at least 15 other Michigan counties. The present Plan is designed to replace, supersede and update the County's existing Plan and all amendments in light of present circumstances with the potential to more easily accommodate present and future technologies and management operations with the goal of facilitating a superior and ever improving 911 system within the County.

This Plan implements a Service District covering the entire geographic boundaries of Wexford County by addressing the following:

- Technical considerations of the service supplier including system equipment for facilities that would be used in providing emergency telephone service and/or other communication technologies, including NG911.

- Operational considerations include the designation of primary public safety answering points ("PSAPs"), secondary PSAPs and alternative PSAPs, and the manner in which 911 calls and texts would be processed, dispatch functions performed, and informational systems utilized.
- Managerial considerations include the organizational form and agreements that will control technical, operational, and fiscal aspects of the emergency telephone service system.
- Fiscal considerations including projected recurring and non-recurring costs with a financial plan for implementing and operating the system

By facilitating the development and maintenance of enhanced 911 services in the County, this Plan provides multiple benefits, including but not limited to:

- 1) Use of the universal, simple, easy-to-remember, three-digit number for all emergencies in any location within the County.
- 2) Automatic number identification ("ANI") and automatic location identification ("ALI") for wire-based calls and geographic positioning identification for mobile or wireless technologies and automatic selective routing to increase the effectiveness of emergency response and dispatch services.
- 3) Establishment of financial, management and operational mechanisms designed to put the community in the best position to implement and maintain an up to date 911 System.
- 4) Establishment of a system for recruiting and training qualified telecommunicators, also known as "dispatchers" or "Emergency Communications Specialist (ECSs)";
- 5) Establishment of centralized or consolidated dispatch to more efficiently and effectively serve all residents of the County regardless of location therein; and
- 6) Creating the environment to order and, therefore, facilitate the transition from wire-based to NG911.

Unless otherwise defined herein, the terms used in this Plan shall have their definition or meaning as used in the Act. The "Plan" as used herein shall refer to the "E-911 Plan" or "Enhanced 911 Plan" as used in the Act.

## II. **PLAN ADOPTION**

- 1) The Act requires the County Board to adopt by resolution a Tentative Plan creating a Service District.

2) The Act requires the resolution to include a date, time and place for a public hearing to be held on a final Service Plan not less than 90 days after the date of adoption of the resolution.

3) The Act requires the County Clerk to give notice of the public hearing. Notice must be published twice in a newspaper of general circulation within the County. The first notice must be at least 30 days prior to the hearing, and the second notice within 30 days of the hearing.

4) The Act requires the County Clerk to forward a copy of the resolution, together with a copy of the Tentative Plan to the clerk of each community within the district.

5) The Act requires the County Board to adopt the Tentative Plan as the Final Plan, except as modified by Plan Exclusions and PSAP Notices, as identified above.

6) Any public agency that wishes to withdraw from the Service District may do so only after strict compliance with Section 505 of the Act, including but not limited to payment of any outstanding qualified obligations secured by any operational surcharge.

### III.

#### **TECHNICAL CONSIDERATIONS**

##### **1) Service District and Public Entities.**

The Service District created by this Service Plan shall be coterminous with the boundaries of the County. The cities, townships, villages and campuses that are wholly or partially included in the Service District, as public entities, include those identified in Appendix #2.

The County Board, or if it participates in the creation of the Wexford County Central Dispatch Authority ("WCCDA"), is authorized to cooperate with the State 9-1-1 Committee or any other state, federal or local body or official authorized to install, operate, modify and maintain universal emergency number service systems, whether wire-based, cellular, wireless, digital, radio-based or other communication technologies within the Service District.

##### **2) Enhanced 911.**

This Plan requires an Automatic Number Identification ("ANI"), Automatic Location Identification ("ALI"), and Selective Routing Network System, including information to the telecommunicator consisting of, as a minimum, the telephone owner's name, location, and calling telephone number and, relative to wireless calls and texts, global positioning coordinates as mandated by the Federal Communications Commission (Collectively referred to as "Enhanced 911").

Wire-based telephone companies provide Enhanced 911 services to service users in the County, and those companies must maintain *their* Enhanced 911 services *to* continue to provide services to users in the County. All wire-based telephone companies interested in providing wire-based services within the County must provide and maintain Enhanced 911 and will cooperate to supply in accordance with the Michigan Public Service Commission tariff rates.

rules and regulations, the design, installation and maintenance of the network for all facilities involved in providing emergency response telephone service, including modifications to all pay telephones to provide free 911 service.

The wire-based telephone companies' equipment must be modified and/or maintained to provide Enhanced 911 services. The costs for such modification and maintenance are to be included in the technical surcharge installation and maintenance costs.

The County Board or WCCDA if it is created, shall maintain the Michigan Public Service Commission's ("MPSC") infrastructure and maintain interface as required by the MPSC with any secondary PSAP until NG911 Technology is implemented. When NG911 Technology is implemented, the County Board or WCCDA shall provide primary PSAP services to interface with the NG911 Technological system. When the County Board has selected an NG911 service provider, it may direct that all communication services direct 911 calls and texts from within the County to the chosen NG911 service provider as necessary to facilitate the delivery of NG911 services.

**3) Wireless Implementation.**

All Commercial Mobile Radio Service ("CMRS") or other wireless providers (collective "Wireless") providing service within the Service District are requested and directed to deploy Phase II, E-911 Enhanced service as provided in the wireless emergency service order ("Order"), FCC Docket No. 94-102, adopted June 12, 1996, with an effective date of October 1, 1996, and as updated by FCC Docket No. 05-116 and any other updates, including but not limited to provision of number, location and name. The County is Phase II compliant.

**4) VoIP Implementation.**

All voice over internet providers and other providers of digital communication technologies (collectively described as "VOIP") are required to provide 911 services that are equivalent or exceed Enhanced 911 service or in the case of mobile or nomadic VOIP, the equivalent of Phase II service.

**5) Implementation-General.**

Commercial wire-based, wireless or VoIP providers are "Service Suppliers" as that term is used herein. Service Suppliers shall automatically route all 911 calls and texts originating from service users in the County to the primary PSAP serving the area from which the call originated, as identified in this Plan and under the Act. All calls and texts within the wire exchanges covered by the Service District and this Plan but originating from other counties shall be automatically routed as directed by the 911 service plans adopted by the county board of commissioners from those counties, or, if no such provisions exist, to the appropriate secondary PSAP for routing to the appropriate public agencies and EMS providers within those counties. Any calls and texts which cannot be automatically routed shall be routed to the appropriate primary PSAP.

The County Board may require that every wire-based, CMRS/wireless or VOIP service provider billing service users within the District submit a written registration as a "service provider" under the Act, including a contact person, telephone number and the type of service supplied, number of customers within the Service District as well as other information that the County Board periodically deems relevant. The County Board may by resolution impose reasonable time limits on the registration and require periodic updates. The current service suppliers known to operate within the district are listed in Appendix #2.

Nothing in this Plan is intended to limit the County Board's or WCCDA's authority under the Act, and it is the intention of this Plan that the County Board be fully empowered and authorized to exercise any right, power or discretion that is authorized in the Act, including but not limited to the financial authority to impose or set operational surcharges, millages or fees. In addition, the County Board may exercise its ordinance powers to enforce all provisions of this Plan.

**6) Service Supplier and Public Entity Updates.**

In an Administrative Findings Resolution, the County Board may periodically update the public entity, wireless and digital service supplier or provider information described or required as provided in this Section of the Plan and Appendix #2. The County Board or WCCDA may also direct routing and other instructions to such service suppliers and public entities for purposes of Primary and Secondary PSAP improvements, including but not limited to NG911 implementation.

**IV.  
OPERATIONAL CONSIDERATIONS**

**1) Consolidated Dispatch/County Dispatch/County Coordination.**

This Plan and the Act recognize a variety of options for the organization of 911 services at the County level. The following terms describe the following types of 911 services:

A.) "Consolidated Dispatch" or "Central Dispatch" refers to a county-wide dispatch operation that is organized by the County through the organizational auspices of this Plan. A Consolidated Dispatch provides 911 call answering and emergency service dispatching ("PSAP Services") to all portions of the Service District and may also serve an area that is greater than the entire District. This Plan uses "Consolidated Dispatch" and "Central Dispatch" synonymously.

B.) "County Dispatch" refers to a dispatch operation that is organized by the County either through an Urban Cooperation Act Agreement with another public agency or agencies or through the organizational auspices of this Plan. The County Dispatch may provide PSAP Services to an area that is less than the entire District, the entire District or through contract, greater than the district.

Since the County Board has yet to create the WCCDA, the County shall use a Consolidated Dispatch as the primary organizational structure for the delivery of 911 to the Service District. In the event that the WCCDA is created, the County shall employ a County Dispatch as provided herein.

**2) PSAP Operations**

Effective with the date of this Plan, the Wexford County Central Dispatch Center presently located at 971 Lincoln St, Cadillac, MI 49601, shall serve as the primary PSAP for the entire Service District, provided it maintains the notice of intent to serve as primary PSAP as described in Appendix# 1. If no notice of intent to serve as primary PSAP is currently on file with the County Clerk or if any public agency that filed a notice of intent to serve as primary PSAP withdraws such notice under the Act, the primary PSAP will be any entity with which the County Board contracts to provide PSAP services. All PSAPs effective on the date of this Plan's effectiveness and the public agencies dispatched and dispatch methods are identified in Appendix #3. In an Administrative Findings Resolution, the County Board is authorized from time to time to update the list of PSAPs, public agencies dispatched and dispatch methods as provided in Appendix #3.

The alternate or secondary PSAP for each primary PSAP is identified in Appendix #3 and incorporated herein by reference.

All primary and secondary PSAPs must be staffed 24 hours per day, every day of the year, and shall have at least one device for receiving calls and texts for service from hearing or speech-impaired persons.

If a local unit of government or public safety agency that is identified in the Plan as being a primary PSAP or that has filed an intention to serve as a primary PSAP under the Act and Plan, and subsequently files a notice of intention to cease to function as a primary PSAP, the Wexford County Central Dispatch Center shall serve as the primary PSAP for the geographical area previously served by the local unit of government or public safety agency as soon as practicable.<sup>1</sup>

**3) Dispatch Methods**

Except for the possibility of some emergency medical services ("EMS"), calls and texts to 911 will be processed by the Direct Dispatch method. EMS calls and texts may be directly dispatched or manually transferred to an EMS provider as a secondary PSAP to dispatch directly.

Calls and texts for service from jurisdictions outside the geographical boundaries of the County but which are included in this Service Plan or otherwise will be handled by the Manual Transfer method. If, at any time, Selective Routing Transfer or the Manual Transfer method becomes unusable, the calls and texts for service will be routed by the Relay Method.

Each public safety agency, designated above to serve as a PSAP or secondary, or back-up PSAP, shall file a notice of their intent, whether to serve or not to serve as a PSAP, not later than

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<sup>1</sup>"Practicability" shall be determined in the sole discretion of the County Board or WCCDA Board after consultation with the 911 Director and local unit of government affected.

45 days after the city or township which the agency serves, receive a copy of this Service Plan. Failure to file a notice of intent will result in the safety agency not being designated as a PSAP in the final 911 plan.

While the Plan is designed solely for the benefit of the residents and service users of the County, portions of other counties may be affected by the implementation of this Plan. Agreements shall be reached with these communities as to the proper forwarding of those 911 calls and texts that originate beyond the boundaries of this Emergency Telephone Service District.

**4) Training.**

The 911 Director will ensure all ECSs who are required to meet State mandated designation are so designated and that all ECSs receive appropriate training for their function.

**5) Implementation-General.**

The County Board may require that all public and private safety agencies providing emergency response services within the district register with the County Clerk and execute service agreements with the County Board. The County Board may, by resolution, impose reasonable time limits on the registration and require periodic updates. The current PSAP operations and public and private safety agencies known to operate within the district are listed in Appendix #3. The 911 Committee, in conjunction with the 911 Director, shall establish dispatch protocols consistent with the Act. The County Board and Wexford County Central Dispatch or the WCCDA, if it exists, will consider local governmental agreements with public and private safety agencies but are not obligated to restrict dispatching based on those agreements. Furthermore, any agreement that the County Board may make for the County with public and/or private safety agencies will take precedence over any inconsistent local governmental agreement.

**6) PSAP/Public Safety Agencies Updates.**

The public and/or private agencies to be dispatched within the County and the dispatch methods are identified in Appendix #3. In an Administrative Findings Resolution, the County Board is authorized from time to time to update the list of public and private safety agencies providing emergency response services within the District and the corresponding dispatch methods.

**7) 911 Resource Protection**

Notwithstanding its right to enact ordinances to protect any other provision in this plan including but not limited to fee structures for services rendered, the County Board is also specifically authorized to adopt an ordinance to protect against the following activities that could threaten the effectiveness of 911 and/or safety of first responders and the public they serve:

- a) False Alarm prohibitions.
- b) Hacking prohibitions.

- c) Signal jamming or blocking prohibitions (swatting)
- d) Automatic signal prohibitions or deviations from protocols established by the Wexford county Central Dispatch or WCCDA to properly channel automatic connections from alarms and/or alarm companies into to its computer assist dispatch ('CAD ') system
- e) Virus prohibitions
- f) Prohibitions against other emergency service providers responding to calls to which they were not dispatched in a manner unauthorized by the Wexford Central Dispatch Center (' call jumping)
- g) Prohibitions against the impeding of first responders from reaching emergencies to which they have been dispatched.
- h) Prohibitions against providing services that threaten the economic viability of any exclusive contract for emergency services necessary to effectively and efficiently operate the 911 dispatch operations described herein.
- i) Prohibitions against application providers representing within the County that their applications can provide services to Wexford County Central Dispatch Center or WCCDA that cannot be provided.
- j) Prohibitions against application providers and/or service providers s Hing applications or communications services hardware or software that will not deliver calls and texts consistent with Enhanced wireline, wireless Phase II compliance, VoIP 911 and G91 I service standards.
- k) Requirements that all service suppliers impose and remit any imposed operational surcharge and provide proof of such imposition and remittance under audit and other requirements imposed by the County Board.
- l) Requirements that all service suppliers forward 911 calls and texts to the IP address and provider as specified by the County Board for NG91 I Service, including all technical requirements that would enable the passage to Wexford County Central Dispatch Center or WCCDA Communications Center and receipt thereby of text 911 calls.

## V.

### MANAGERIAL CONSIDERATIONS

#### 1) PSAP Management

Each public agency which files a notice of intent to function as a PSAP (either primary or secondary) accepts the responsibility for the management of the on-line public safety dispatch center including but not limited to the operational configuration, level of service and equipment needs for the geographic and political boundaries identified in the notice of intent and the financing for all such operations.

Management of each PSAP will be in accordance with the policies and procedures of the public agency that operates the PSAP.

Notwithstanding the above, the Wexford County Central Dispatch Center, or WCCDA if its created, shall manage the Communications Center and its own personnel unless otherwise

provided in its enabling agreement as provided herein. Presently, the Wexford County Central Dispatch Center operates as a department of the county, and is management and direction of the 911 Director who answers to the County Administrator and The County Board. The county may reassign such primary Consolidated Dispatch and PSAP duties, including but not limited to the following:

- A. Development and transfer of the primary PSAP function and the Wexford County Central Dispatch Center's assets and personnel to the WCCDA.

Nothing in this Section or Plan shall be construed as prohibiting Wexford County Central Dispatch Center or WCCDA from serving as the primary PSAP for public service agencies outside of the County; however, such service shall not be provided except through a contract entered into by the County Board or WCCDA with that outside municipal unit that is also approved by the County Board.

**2) 911 Committee**

The 911 Committee shall assist the 911 Director in managing the operation of the Central or County Dispatch and shall provide advice to the County Board regarding the structure and the implementation of this Plan, and other 911 services for the Service District. The 911 Committee shall meet at least quarterly and at such other times as the membership shall be determined. If WCCDA is created, it shall perform the duties of the 911 Committee. The 911 Committee, with the approval of the County Board or the WCCDA Board, if its created, shall operate under Michigan's Open Meetings Act, and adopt bylaws that further outline its organizational structure and other provisions that pertain to its functioning.

- A. The 911 Committee shall have at least the following:

- one (1) representative from the cities within the County that have police departments.
- one (1) representative from the State Police.
- one (1) representative from the Wexford County Board of Commissioners.
- one (1) representative from the Wexford County Sheriff Department.
- one (1) representative of the fire departments as appointed by Wexford Fire Chiefs Association.
- one (1) representative of the townships as appointed by the Wexford Chapter of the MTA.

- one (1) representative of the villages, appointed by the presidents of the village councils;
- one (1) representative of the ambulances serving the County appointed by the Wexford Medical Control Board; and
- one (1) representative of the general public appointed by the Wexford County Board of Commissioners.

B. Each 911 Committee member shall be appointed to a three (3) year term and/or shall hold their office as long as they remain residents of the County and remain employed or elected or appointed in the capacity out of which they were appointed to the 911 Committee. If such conditions are not maintained, the 911 Committee member will be deemed to have forfeited his or her term of office.

C. The 911 Committee members shall receive no compensation from the County Board, except as approved and provided by the appointing body.

D. The members of the 911 Committee shall be indemnified by County Board or WCCDA subject specifically and only to the terms of the coverage with the Authority's insurance company, against expense actually and necessarily incurred by them in connection with the defense of any action, suit claiming money damages in which they or any of them are made parties by reason of any matter relating to the affairs of the County or Wexford County Central Dispatch Center; provided, however, that they do not plead or are adjudged or found guilty by any court of competent jurisdiction of fraud or misconduct in the performance of his or her duties to the 911 Committee.

E. The 911 Committee shall have such authority as defined in the Act, this Plan or as further identified in the Interlocal Agreement creating the WCCDA or as prescribed by the County Board if no authority exists. Unless otherwise provided, the County Board or WCCDA, if it exists, shall appoint the 911 Director ("911 Director ") after receiving the recommendation of the 911 Committee. The 911 Committee with approval of the County Board may adopt bylaws that will control its operations, provided that such bylaws are not inconsistent with this Plan. The bylaws may provide for the removal of an appointed Board member due to an excessive number of unexecuted absences attendance as prescribed in the bylaws.

F. The 911 Committee may establish additional subcommittees addressing technical aspects of dispatch, including dispatch protocols, codes, policies and best practices. The 911 Committee shall appoint the members of such subcommittees, provided, however, that such membership is not restricted to 911 Committee membership and must come from the ranks of the public safety agencies served by County or Central Dispatch. Such subcommittees shall be advisory to the 911 Committee and shall not be subject to Michigan's Open Meetings Act, MCL §15.261 *et. seq.* A special LEIN subcommittee composed only of law enforcement officials shall supervise and control the U:IN usage by the County or Central Dispatch, consistent with Michigan State Police

guidelines. The TAC as defined below can serve this function if permissible according to the Michigan State Police.

G. The County Board, or with the approval of the County Board-WCCDA, may contract with a local unit or county outside of Wexford County to facilitate County or Central Dispatch's provision of primary PSAP services to such local unit or the county and/or Service District. In such a contract, the local unit or county might be given a position on the 911 Committee or WCCDA Board, in which case the bylaws shall be deemed amended to provide such representation. In no event, however, shall the board members from local units or counties outside Wexford County exceed 25% percent of the total composition of the WCCDA Board or 911 Committee.

H. The 911 committee or WCCDA Board shall make 911 Plan policy and fiscal (millage and operational surcharge) recommendations to the County Board.

## VI. **FISCAL CONSIDERATIONS**

### 1) **Technical Charges.**

#### A. **Estimated Network Costs<sup>2</sup>**

The Act presently provides for calculation of a 4% cap for recurring charges and a 5% cap for nonrecurring charges based on the highest monthly base rate in the emergency telephone district or \$20.00 whichever is less. This Plan authorizes the imposition and collection of this technical charge as provided in the Act. Each service provider shall provide the Board with any technical surcharges authorized by the Michigan Public Service Commission, including any changes. If the Act is modified to reduce or expand these caps, this Plan shall be automatically adjusted without modification to authorize or establish such revised caps.

#### B. **Estimated Network Charges**

Network Charges will be collected by each wire-based Service Supplier from all subscribers in the Service District, as approved by the Michigan Public Service Commission.

The Act requires each agency operating PSAP to pay for all terminal equipment installation and for the actual PSAP equipment either through rental or capital acquisition. If the Act is modified, this Plan shall be automatically modified regarding the provision of such terminal or technical equipment.

The County or Central Dispatch will utilize existing equipment. The cost of maintaining existing and acquiring new equipment shall *be* paid for by the Central or County Dispatch, if a separate legal entity, through the County or Central Dispatch Budget, as funded through

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<sup>c</sup> All rates are subject to annual review and Tariff Revision.

Operational Funding, as described below. Grant monies, wherever applicable will be sought for equipment costs and planning and development of the database.

**2) Operational Funding**

To finance the delivery of primary PSAP services, the County Board is authorized in its discretion to assess and to appropriate to the County or Central Dispatch operation, consistent with all applicable laws and County resolutions, any voter approved millages, operational surcharge, County 9-1-1 charge, State 9-1-1 surcharges allocated to the County or any other funding provided under state or federal law, including but not limited to such fees authorized, imposed, and collected under the Act. The County or Central Dispatch is authorized to make any request for funding from the Michigan Public Service Commission or State 911 Committee pursuant to the Act. All funds shall be spent on the County or Central Dispatch operations regardless of whether any other local unit or state agency files a notice of intent to serve as a PSAP and actually serves as a PSAP. The purpose of this provision is to recognize that the Central Dispatch or County Dispatch through WCCDA has the obligation to provide 911 services and shall be in a position to provide PSAP services regardless of any notice of intent filed by any other entity, and also to recognize that maximum public efficiency is to be achieved through consolidated dispatch.

The County Board may authorize the WCCDA to accept and, with County Board's approval, to expend the County's share of the State's 9-1-1 Surcharge revenue as provided under the Act and to expend such funds on equipment and services consistent with the Act.

All service suppliers must collect any State 9-1-1 surcharge or any other charge under the Act set by the County Board through resolution or implementing ordinance from services suppliers located within the Service District and remit such funds as provided under the Act to the County. The County Board may require that service suppliers furnish an accounting of all funds collected and charged, including an identification of the number of service users that it is billing within the district. Any service supplier who fails to collect such funds and timely remits them as provided in this Plan and Act or to provide the reasonable accounting required hereby may be enjoined by the County Circuit Court from providing communication services to service users within the Service District. The County Board is authorized to sue such service supplier in the Circuit Court to obtain such injunctive relief and/or damage relief for the amount of uncollected or unremitted surcharge that the service supplier should have provided to the County.

In the event that millage and/or 911 operational surcharge revenues are insufficient to cover the costs of financing the County or Central Dispatch, the County Board is authorized to negotiate fees for primary PSAP services rendered to public safety agencies and other emergency service providers dispatched by the County or Central Dispatch, and if such fees cannot be negotiated, the County Board may set them at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the public or private safety agencies. Furthermore, consistent with substantive due process and equal protection standards, the County Board is authorized to set a service user fee at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the service user or on his or her behalf or on behalf of a person or entity receiving the benefit of the emergency public and/or private services. Nothing in this section shall be construed as authorizing a private or public safety agency or emergency medical service to assess or pass

along any dispatch fee to any public safety agency or citizen. The County Board may impose such fees through resolution or implementing ordinance, including authorization to the State of Michigan District Court system to collect such fees from the party adjudicated at fault for creating the emergency service condition through civil and criminal infraction proceedings. The County Board may authorize the initiation of civil court proceedings to collect any such service user fee.

**3) Past Plans or Amendments**

These provisions are intended to modify, amend, supersede and replace any or all prior Plans or Plan Amendments. This Plan may be amended in any manner and at any time consistent with the Act. The County Board shall give the WCCDA Board at least 30 days advance written notice before approving any tentative Plan Amendment.

**4) Interpretation and Savings Clause**

The provisions of this Plan are designed to work in coordination with the Act and the Interlocal Agreement creating the WCCDA. If there is any conflict between any provision in this Plan and the Act, the conflicting Plan provision shall be struck and the remainder of the Plan enforced without the conflicting provision. If there is any conflict between the provisions of this Plan and the Interlocal Agreement, the provisions of this Plan shall be controlled.

**EXECUTION AND ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
Gary Taylor  
Wexford County Board of Commissioners

I, Alaina Nyman, the Wexford County Clerk, hereby attest that the Wexford County Board of Commissioners approved this Final Plan on *XX/XX/2026*, and authorized the Chairperson to execute it on its behalf, which occurred in my presence.

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

\_\_\_\_\_  
Alaina Nyman  
Wexford County Clerk

## **APPENDICES**

Appendix #1	Notice of Intent to Function as a PSAP
Appendix #2	Service Suppliers and Public Entities
Appendix #3	List of Public Safety Agencies Serviced by the 911 Network, and Dispatch Methods

**APPENDIX #1**

**NOTICE OF INTENT TO FUNCTION AS A PSAP**

Pursuant to the provisions of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public safety agency has 45 days after receipt of this tentative 911 Service Plan to file with the County Clerk a Notice of Intent to Function as a PSAP. The notice shall be in substantially the following form:

**NOTICE OF INTENT TO FUNCTION AS A PSAP**

Pursuant to Section 307 of the Emergency Telephone Service Enabling Act, Wexford County Central Dispatch shall function as a PSAP within the 911 Service Plan to be adopted by resolution of the Wexford County Board of Commissioners on \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Board Chairmen

\_\_\_\_\_  
\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Date

APPENDIX#3

PSAP, PUBLIC SAFETY AGENCIES AND DISPATCH METHODS

Wexford County Central Dispatch PSAP

<b>PSAP Area:</b>	<b>Public Agency<sup>3</sup></b>	<b>Dispatch</b>	<b>Backup PSAP<sup>4</sup></b>
County of Wexford	<b><i>Law Enforcement</i></b> Michigan State Police	Direct	
County of Wexford	Wexford Co. Sheriff	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Police Department Cadillac	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Manton	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	DNR Law	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Federal Law	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	<b><i>Fire Department</i></b> Cadillac Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Northwest Wexford Emergency Authority	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Cedar Creek Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Cherry Grove Fire	Direct	

<sup>1</sup> Depending on reciprocal aid agreements, authorization by the identified public agency and /or emergencies. 911 County or Central Dispatch has the right and authority to dispatch directly, by transfer or by relay the odds, public agencies that are outside of the District and not specifically identified in this Appendix.

<sup>1</sup> This Plan anticipates that many neighboring 911 centers could serve as a backup, especially if NexGen is implemented. The Board will enter into reciprocal agreements to cover back up in the event of particular need.

Primarily Geographic boundaries of entity, but subject to closest car concept	Colfax/Greenwood Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Haring Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Manton Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Selma Fire	Direct	
Primarily Geographic boundaries of <b>entity</b> , but subject to closest car concept	Slagle/Harrietta Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	South Branch Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Michigan DNR Fire	Direct	
Primarily Geographic boundaries of entity, but subject to closest car concept	Federal Forest Service (Fire Div.)	Direct	
County of Wexford	<i>Ambulance</i> Mobile Medical Response	Direct	
County of Wexford	Cherry Grove EMS		
County of Wexford	Northwest Wexford Emergency Authority (EMS)		
County of Wexford	<i>Miscellaneous</i> Wexford County Road Commission	Direct	
County of Wexford	Wexford Emergency Management	Direct	
County of Wexford	Wexford County Animal Control	Direct	
County of Wexford	City of Cadillac DPW/Streets Dept.	Direct	

**APPENDIX #2**

**PUBLIC ENTITIES AND SERVICE SUPPLIERS WITHIN SERVICE PLAN**

The following public entities exist in whole or in part with the County and, therefore, the service district created by this Plan:

**TOWNSHIPS OF:** Antioch, Boon, Cedar Creek, Cherry Grove, Clam Lake, Colfax, Greenwood, Hanover, Haring, Henderson, Liberty, Selma, Slagle, South Branch, Springville, and Wexford.

**VILLAGES OF:** Buckley (partially in Grand Traverse County), Harrietta, and Mesick.

**CITIES OF:** Cadillac and Manton

As of the date of this Plan, the following service suppliers as that term is used in the Act, are authorized to operate within the Service District. Any company subsequently authorized to operate within Michigan is automatically added to this list:

<b><u>Service Provider</u></b>	<b><u>Wire Center or Geographic Coverage</u></b>
1 800 Collect, Inc.	County of Wexford for each
123.Net, Inc.	
365 Wireless, LLC	
800 Response Information Services, LLC	
8x8 Incorporated	
Access Long Distance, Inc.	
Access One, Inc.	
Access Point, Inc.	
Accessline Communications Corporation	
ACD Telecom of the North, LLC	
ACD Telecom, Inc.	
Ace Telephone Company of Michigan, Inc.	
ACN Communication Services, LLC	
ACN Digital Phone Service, LLC	
Advanced Integrated Technologies, Inc.	
Affordable Long Distance, LLC	
Air Advantage, LLC	
Air Voice Wireless, LLC	
Airespring, Inc.	
Airus, Inc. fka/IntelePeer	
AKA Diversified Holdings, Inc. dba/Zwireless	
Allband Communications Cooperative	
Alliance Global Networks, LLC	
Alliance Group Services, Inc.	

<p>Alltel Communications of Saginaw MSA LP</p> <p>Alltel Communications Wireless of LA, Inc.</p> <p>Alltel Communications Wireless, Inc.</p> <p>Alltel Communications, LLC</p> <p>AllVoi, Inc.</p> <p>Alpha Connect, LLC</p> <p>Altaworx, LLC</p> <p>American Broadband and Telecommunications Company</p> <p>American Telecommunications Systems Inc.</p> <p>Americatel Corporation</p> <p>Amerimex Communications Corp. dba/SafetyNet Wireless</p> <p>AmeriVision Communications, Inc.</p> <p>Anavon Technology Group</p> <p>ANPI Business, LLC</p> <p>ANPI, LLC</p> <p>Aperion Information Technologies, Inc.</p> <p>Apptix, Inc.</p> <p>AT&amp;T Corp. fka/AT&amp;T Communications of Michigan, Inc.</p> <p>AT&amp;T Michigan</p> <p>AT&amp;T Mobility, LLC/Cingular Wireless</p> <p>BCN Telecom, Inc.</p> <p>BCR Network Services, Inc. dba/The Data Warehouse</p> <p>Big River Telephone Company, LLC</p> <p>Billing Services of America, Inc.</p> <p>Birch Telecom of the Great Lakes</p> <p>Blanchard Telephone Co.</p> <p>Bloomington Telephone Company, Inc.</p> <p>Borderland Communications, LLC</p> <p>Bright House Networks, LLC</p> <p>Broadband Dynamics, LLC</p> <p>Broadstripe LLC</p> <p>Broadview Networks, Inc.</p> <p>Broadvox-CLEC, LLC</p> <p>Broadwing Communications, LLC</p> <p>Buckeye Telesystem, Inc.</p> <p>Budget PrePay, Inc., dba/Budget Phone</p> <p>BullsEye Telecom, Inc.</p> <p>Business Telecom, LLC dba EarthLink Business</p> <p>BYO Wireless, LLC</p> <p>Call One</p> <p>CallCatchers, Inc. dba/FreedomVoice Systems</p> <p>Carr Telephone Company</p> <p>Cashway Distributing, Inc. dba/John's Stereo</p> <p>Castle Wire Inc.</p> <p>Cause Based Commerce, Inc.. dba The Sienna Group</p> <p>Cbeyond Communications, LLC d/b/a Birch</p>	
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<p>CenturyLink Communications, LLC  CenturyTel of Michigan, Inc.  CenturyTel of Midwest Michigan, Inc.  CenturyTel of Northern MI, Inc.  CenturyTel of Upper Michigan, Inc.  CenturyTel Solutions, LLC  Chapin Telephone Company  Charter Fiberlink - Michigan, LLC  Charter Fiberlink CC VIII, LLC  Chatham Telephone Company  Cheap2Dial Telephone, LLC  Cincinnati Bell Any Distance, Inc.  Clear Rate Communications, Inc.  Climax Telephone Company  CMC Telecom, Inc.  CMSInter.net, LLC  Coast to Coast Cellular, Inc.  Comcast IP Phone II, LLC  Comcast IP Phone, LLC  Comcast Phone of Michigan, LLC  Comlink, LLC  Common Point LLC  Communication Corporation of Michigan  ComTech 21, LLC  Consumer Cellular, Inc.  Covista, Inc.  Crexendo Business Solutions, Inc.  Cricket Communications, Inc.  Cricket Wireless LLC  Crown Castle NG Central LLC  Crystal Automation Systems, Inc.  CTC Communications Corporation dba EarthLink Business I  CynergyComm.net, Inc.  Cytracom LLC  D &amp; P Communications (Deerfield Farmers Telephone Co.)  DayStarr, LLC dba/DayStarr Communications  DCT Telecom Group, Inc.  Deerfield Farmers Telephone Company  DeltaCom, LLC dba EarthLink Business  deltathree, LLC  Discount Long Distance, LLC  DMCI Broadband, LLC  DPI Teleconnect, LLC  Drenthe Telecom, LLC  DSI-ITI, LLC  Dynamlink Communications, Inc.</p>	
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EarthLink Business, LLC	
Easton Telecom Services, LLC	
Electric Lightwave, LLC	
En Pointe Technologies Sales, Inc.	
Entelegent Solutions	
Ernest Communications, Inc.	
Evolve Business Solutions, LLC	
Fidelity Voice Services, LLC	
First Communications, LLC	
Flash Wireless, LLC	
France Telecom Corporate Solutions L.L.C.	
Frontier Communications of America, Inc.	
Frontier Communications of Michigan LLC	
Frontier Midstates, Inc.	
Frontier North, Inc.	
G3 Telecom USA, Inc.	
Garmin USA, Inc.	
GC Pivotal, LLC	
Global Communications Network, Inc.	
Global Connection Inc. of America	
Global Connection, Inc. of America dba/Stand Up Wireless	
Global Crossing Local Services, Inc.	
Global Crossing Telecommunications, Inc.	
Global Tel*Link Corporation	
Global Telecom & Technology Americas Inc.	
Globalcom, Inc.	
Google North America Inc. dba/Project FI by Google	
Granite Telecommunications LLC	
Great Call, Inc., dba Jitterbug	
Greenfly Networks, Inc.	
Grid 4 Communications, Inc.	
Hiawatha Telephone Company	
Hughes Network Systems, LLC	
iCore Networks, Inc.	
IDT America Corporation	
iNET Communications, LLC	
iNetworks Group, Inc.	
Inmark, Inc.	
IntelePeer Cloud Communications, LLC	
Intellicall Operator Services, Inc.	
Interface Security Systems, LLC	
Intermedia Voice Services, Inc.	
International Telecom, Ltd.	
IPCS Wireless, Inc.	
Island Telephone Company	
i-wireless, LLC	

JAS Networks, Inc.	
Jive Communications, Inc.	
Jupiter Networks, Inc.	
Kajeet, Inc.	
Kaleva Telephone Company	
KDDI America, Inc.	
KEPS Technologies, Inc.	
Konatel, Inc.	
Lake Michigan Telephone Co.	
LDMI Telecommunications, Inc.	
Legent Communications Corporation, Inc.	
Lennon Telephone Company	
Level 3 Communications, LLC	
Liberty-Bell Telecom, LLC dba/DISH Network Phone & Internet	
Lightyear Network Solutions, LLC	
Long Distance Access, Inc.	
Long Distance Consolidated Billing Company dba/Beyond Wireless	
Lucre, Inc.	
Main Street Telephone Company	
MASSComm, Inc., dba MASS Communications	
Matrix Telecom, Inc. dba/Matrix Business Technologies dba/Trinsic Communications dba/Vartec Telecom dba/Excel Telecommunications dba/Startec dba/Americatel	
McGraw Communications, Inc.	
MCImetro Access Transmission Services, LLC	
McLeodUSA Telecommunications Services, LLC	
MegaPath Cloud Company, LLC	
MegaPath Corporation	
MEI Telecommunications, Inc.	
MetroPCS Michigan, LLC	
Metropolitan Telecommunications of Michigan, Inc.	
Michigan Access, Inc.	
Michigan Bell dba/AT&T Michigan	
Michigan Central Broadband Company	
Michigan Hosted Voice, Inc.	
Michigan RSA #9, LP	
Midway Telephone Company	
Midwest Energy Cooperative	
Midwestern Telecommunications, Inc.	
Mitel Cloud Services, Inc.	
Momentum Telecom, Inc.	
Net Express, Inc.	
Netitek, LLC	
Netspend Corporation	
Network Innovations, Inc.	
New Cingular Wireless PCS LLC	
New Horizons Communications, Inc.	

New Par
NewPath Networks, LLC
Nextel Boost West, LLC
Nextel West Corp.
Nexus Communications, Inc.
NexVortex, Inc.
NobelTel, LLC
Norlight Communications, Inc.
Northside TV Corporation
NOS Communications, Inc.
Nsighttel Wireless LLC
Ogden Telephone Company
Online Savings, Inc.
OnStar, LLC
Ontonagon County Telephone Company
Onvoy, LLC
Osirus Communications, Inc.
PaeTec Communications, LLC
PanTerra Networks, Inc.
Parish Communications LTD
Peerless Network of Michigan, LLC
Peninsula Fiber Network, LLC
Perfect Communications, LLC
Pigeon Telephone Company
PlatinumTel Communications LLC
PNG Telecommunications, Inc. dba/PowerNet Global Communications
Protel Advantage, Inc., dba Long Distance Savings
Public Communications Services, Inc.
Q Link Wireless, LLC
QuantumShift Communications, Inc
Quick Communications, Inc.
Qwest Communications Co., LLC
Ready Wireless, LLC
Reliant Communications, Inc.
Sage Telecom Communications, LLC
Sage Telecom Communications, LLC
Sand Creek Telephone Company
Senior Tech, LLC
Sentinel Technologies, Inc.
Shiawassee Telephone Company
Shorewaves, LLC
Sigecom, LLC, dba WOW! Internet, Cable and Phone
SNET America, Inc.
S-Net Communications, Inc.
Southwest Michigan Communications, Inc.
Spectrotel, Inc.

Springcom, Inc.	
Springport Telephone Company	
Sprint Communications Company, LP	
Sprint Spectrum, LP	
Star2Star Communications, LLC	
T2 Communications, LLC	
Talk America Services, LLC	
Talk America, LLC	
TC3 Telecom, Inc.	
TCG Detroit	
TCO Network, Inc.	
TDS Long Distance Corporation	
TDS Metrocom, LLC	
TDS Telecommunications Corp. aka/CCM, Chatham, Island, Shiawassee & Wolverine, TDS Metrocom	
Tel-A-Friend, Inc.	
Telco Partners, Inc.	
TelCove Operations, LLC	
Telecare, Inc.	
Telecom Management, Inc., dba/Pioneer Long Distance	
TeleCom One, Inc.	
Telegation, Inc.	
Teleport Communications America, LLC fka/TCG Detroit	
Telesphere Networks Ltd.	
TelNet Worldwide, Inc.	
Telrite Corporation	
The Iserv Company, LLC	
The iServ Company, LLC	
Thumb Cellular, LLC	
T-Mobile Central LLC	
T-Mobile USA, Inc.	
TNCI Operating Company, LLC	
Total Call International, Inc.	
Total Call Mobile, Inc.	
TouchTone Communications, Inc.	
Trans National Communications International, Inc.	
Tri-M Communications, Inc.	
TruMobility, Inc.	
TW Telecom Data Services, LLC	
TWC Digital Phone, LLC	
Twin City Capital LLC, dba Small Business America, Inc.	
U.S. MetroTel, LLC	
U.S. South Communications, Inc.	
U.S. Telecom, Inc., fka Sprint Communications	
Unified Communications, LC	
Unison Communications, Inc.	

United States Telesis, Inc.
Unity Telecom, LLC fka dPi Teleconnect, LLC
Upper Peninsula Telephone Company
US Xchange of Michigan, LLC dba EarthLink Business I
UT&T, LLC dba 50tel
Value-Added Communications, Inc.
Velocity, The Greatest Phone Company Ever, Inc.
Verizon Select Services, Inc.
Verizon Wireless Personal Communications LP
Viasat, Inc.
Victory Telecom, Inc.
Virgin Mobile USA, LP
Virtel Voice, LLC
Virtual Technologies Group, Inc.
Vogtmann Engineering, Inc.
Voicecom Telecommunications, LLC
VoiceNet Telephone, LLC
VoIPStreet, Inc., dba VoIP Innovations
Vonage America
Vortech Services, Inc.
Voxbeam Telecommunications, Inc.
Voyzze Communications, Inc.
Waldron Telephone Company
WaveNation, LLC
WDT Wireless Communications, Inc.
WDT World Discount Telecommunications Co. Inc.
West IP Communications, Inc.
Westphalia Broadband, Inc.
Westphalia Telephone Co.
Wholesale Carrier Services, Inc.
WideOpenWest Michigan, LLC
WideOpenWest Mid-Michigan, LLC
WiiTel Communications, LLC
WiMacTel, Inc.
Windstream Norlight, LLC
Winn Telephone Co.
Winn Telephone Company
Wolverine Telephone Company
Working Assets Funding Service, Inc.
Xclutel Communications, LLC
XO Communications Services, LLC
YMax Communications Corp.
YourTel America, Inc.
Zayo Enterprise Networks, LLC

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# Telecommunications System Consultation Proposal For:



December 3, 2025

*Presented by:*

Dan Aylward, Paul Anker





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## EXECUTIVE SUMMARY

Abilita is pleased to submit its proposal to provide consulting services for Wexford County. We propose assisting the County in a communications technology needs analysis. Based on our discussions and Abilita's evaluation, we understand the following:

- The County needs assistance in a transition from a premise based Mitel system which is over 10 years old to another system and/or services without significant cost or disruption in service.
- The County is evaluating the option of Unified Communications as a Service (UCaaS) from TelNet considering they are under contract until 2026 and there is a need to keep costs low, improve cybersecurity and work with a reliable partner in the transition.

### The benefits of using Abilita to guide the County through a telecommunications needs analysis process include:

- As an unbiased consulting organization, Abilita delivers technology plans to help staff understand current inventory, needs and methodology to move forward. This helps Wexford County maximize long term Return on Investment (ROI). In addition, the County has retained Abilita's services since 2020 to drive down costs and support County staff.
- Abilita has technical expertise in telecommunications equipment and services, as well as a comprehensive understanding of the vendors' rates and services.
- A detailed quote from TelNet will remove significant uncertainty from the vendors' perspective in determining what Wexford County requires.
- Abilita has been endorsed by the Michigan Municipal League and Michigan Association of Counties for our unbiased communications technology consulting services. Since 2004 we have been assisting Municipalities drive down costs and improve technology services!
- Making sure the solutions the County receives are the best fit and designed to complement the County's business processes, not impede them. This will be accomplished by communicating up-front to understand requirements and future plans to **ensure the County's requirements** have been met.



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## EXPERIENCE & QUALIFICATIONS

Abilita has Consultants across the United States and Canada with diverse backgrounds in:

- Telecommunications systems technologies
- Voice, data, Internet, and wireless services
- Broadband and data networking
- Traffic studies and network design
- Telecommunications security, disaster recovery and service continuity
- Strategic planning and corporate development
- Project management
- Telecommunications engineering, operations, and administrative support

We have undertaken hundreds of major projects from coast to coast. Our consultants also offer the benefit of their familiarity and broad knowledge of the region.

The value of Abilita's services is not only linked to the expertise of our consultants in the telecommunications industry but to their experience in other related fields. In a world where new operating models are in continual development, dynamic, progressive solutions evolve from a blend of alternative approaches and conventional wisdom. This approach is the cornerstone of success for Abilita, which we have shared with many of our clients.

Our success as a consulting organization lies in our ability to formulate practical and realistic strategies and solutions in direct response to our clients' needs. Our approach hinges on our ability to listen and thoroughly understand an organization's requirements to develop solutions that fit the organization. Understanding our clients' needs also allows us to focus our efforts on the task at hand by building from work that has already been completed, and spending less time re-crafting analyses and decisions that have already been made. We focus our efforts by completing the assignment within a framework that provides the highest degree of value.

During the course of our other assignments, Abilita has earned a reputation for a high degree of professionalism, quality, thoroughness, objectivity and technical competence, which we continually strive for through each of our engagements. We have also developed a track record of flexibility and adaptability by being able to respond quickly to adjustments in scope and direction of a project, as specific needs dictate.

With hundreds of hours of combined telecommunications planning and management experience, the Abilita consulting team has grown to specifically address the changing needs of municipalities. We have the proven ability to restructure the management of telecommunications functions within organizations. Abilita stands behind every project that it is assigned and will accept full responsibility & accountability to see that it is executed to our client's satisfaction.

Abilita was established in 2004, in Dallas, Texas, when a group of consultants separated from another firm to form their own organization. Across North America, Abilita has been providing professional advice to its clients since inception. Each Abilita office is owned and operated by a Strategic-Partner. The professional services provided to clients are designed to be the best solutions to meet the clients' needs.

## Experience Summaries for the Assigned Team Members are as follows:

### **Dan Aylward**

Dan is an experienced Senior Consultant in DeWitt, MI. He has over 25 years of telecommunications experience with voice and data services as well as a BA in Telecommunications from Michigan State University. As an Abilita consultant, he has assisted multiple organizations in Michigan and currently manages over \$5M in annual telecommunications expenses for primarily nonprofit organizations



Some of Mr. Aylward's accomplishments are:

- Recognized as a Subject Matter Expert and contributor to No Jitter, Michigan Finance Government Officers Association, Michigan Municipal League, Michigan Association of Counties, interviewed by Michigan Radio and current Board Member of Abilita Inc
- Previous job functions as a Telecommunications Manager in an East Lansing Bank, Account Coordinator at a telecommunications company and Contractor for the State of Michigan has developed Dan's skill set in project management: lead installation, changes and call center development and reporting
- Post sales installation manager: lead installation, changes and disconnects for all WAN, Frame Relay, Internet, Long Distance, Audio Conferencing, Managed Router, Web and E-mail Hosting
- Certified in AOTMP Data Service Analysis, Avaya Traffic Management overview; Definity ECS G3 Administration, Avaya Intuity Messaging Solutions, Avaya Definity ECS World Class Routing and an active member of the Society of Communications Technology Consultants

### **Paul Anker**

Paul Anker offers 40 years of telecommunications expertise, all of which have been spent in the areas of Consulting and Technical Sales. His responsibilities have included assisting clients in evaluating their communications needs, develop long-term communications strategies and procure various telecommunications services and systems. Mr. Anker managed the Telecommunications Consulting practice at a regional accounting & consulting firm where he prepared and evaluated bid specifications for voice and data solutions at school systems, cities, a county, colleges and private industry. He coordinated installations of various multi-site clients, including telecommunications system contract negotiation, network evaluation and implementation.



He has conducted billing audits of telecommunications bills that have resulted in significant one-time and annual savings. In addition, he has significant experience with Contact Center and Enterprise VoIP solutions including multimedia queuing, speech-enabled IVR, outbound predictive dialing, workforce management, quality monitoring & recording and Unified Communications. Paul has a bachelor's degree in Business and Psychology from Hope College and an MBA in Marketing from The University of Michigan.

## PROJECT SCOPE OF WORK

The following table identifies the proposed stages that would be completed throughout the term of this engagement and the responsibilities each of the players would need to fulfill.

STAGES	RESPONSIBILITIES	DELIVERABLES
<b>PHASES 1 &amp; 2 (DISCOVER &amp; DEFINE / DEVELOP)</b>		
Conduct an initial planning meeting	Define roles and responsibilities. County and Abilita to discuss communication issues, concerns and desire for how technology is / isn't addressing current operational needs and discuss future plans.	
Review Current Phone System, Network & Circuit Inventory	Abilita to collect data, review current phone system, phone lines, WAN, Internet and networking equipment	
Conduct user group meetings – staff and management	Wexford County to identify staff that wish to have input in future needs; Abilita to conduct interviews and review summary material with management	Summary of department's use and need of phone system
Analyze Data and Deliver Report	Abilita to analyze data, design solution and recommendation for Wexford County's consideration	
Document inventory	Abilita to document inventory of services and telecom infrastructure	Document of inventory
Deliver Needs Analysis	Abilita to document needs identified previously, and using our industry knowledge, lay out a plan for implementing TelNet's solution	Includes network services, hardware options (not including specific vendors) and e911 compliance requirements
Discussion of Recommendations with County Staff	Abilita will facilitate planning the next steps	



STAGES	RESPONSIBILITIES	DELIVERABLES
Solicit Final Quote from TelNet	Using the information from the Needs Analysis, we will work with TelNet to develop the optimal solution to meet the County's needs at the optimal cost	TelNet's Quote
Contract Negotiation	Abilita will assist with negotiation of final pricing, sales and installation agreements and scope of work documents with TelNet on the County's behalf	
Training	Abilita reviews the vendor's training program. Abilita's focus is to ensure that the County gets the most out of their investment	

<b>PHASE 3 (DEPLOY)</b>		
Oversee solution(s) implementation	Abilita will act as a liaison between TelNet and the County to ensure an acceptable implementation plan is presented and that implementation follows the plan.	Implemented solution
Post Implementation Issue Resolution	Abilita supports client issue resolution monitoring progress and acting as a resource to facilitate timely resolution	



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## PROJECT PRICING

**Phases 1 & 2** – Because of the County’s continued relationship with us, this proposal includes a loyalty discount of \$3,700 reflecting our appreciation for your ongoing business. As a result, Phases 1 & 2 will be \$6,000 plus travel and incidental expenses.

Abilita will conduct an unbiased evaluation of the County’s technology needs and our fees are reduced due to our compensation through a Detroit based technology solution distributor who assists with vendor selection and implementation. The County is the final decision maker in the awarding of the contract. All of the steps in the Project Scope of Work previously spelled out are included.

Considering the County may not be making a capital expenditure purchase but instead transitioning to an existing County vendor under an operating expense model—which includes monthly service fees and renting phones—our understanding is County’s purchasing policy does not require a formal Request for Proposal (RFP).

**Phase 3** – In Phase 3, Abilita will assist in the deployment of the TelNet solution, ensuring that the final design fits the County’s requirements, and the implementation is done with minimal impact to the ongoing operation of Wexford County. Fees for this phase (project management) are estimated in the range of \$2,000 - \$2,500 for budgetary purposes only. The fees are contingent on the solution the County approves. Fees will be charged at Abilita’s discounted rate of \$150/hour.

Payment terms will be 10% (\$850.00) upon signing our engagement letter and monthly billings based on hours utilized.



## TERMS OF ENGAGEMENT

1. The Client, Wexford County, hereby authorizes Abilita to review its telecommunications system and to submit recommendations for improvements including recommendations for possible savings. This review may include the review of existing systems, services, equipment, suppliers, plans and other telecom functions; and the recommendations may include alternate methods, systems, services, equipment, suppliers or plans or other suggestions for improvement or cost savings.
2. Statements not paid prior to the due date shall be subject to an interest charge of 1.5% per month, compounded monthly. A charge of \$50 will be issued for any check tendered by customer and returned unpaid by a financial institution.
3. Limitation of Liability. Consultant's pricing reflects the allocation of risk and limitation of liability specified in this paragraph. Consultant's total liability to Client under this Agreement or based on any other cause of action (tort, statute, or otherwise) relating in any way or to any degree to its performance hereunder, for damages, costs and expenses, shall not exceed \$10,000 or the compensation received by Consultant under this Agreement, whichever is less. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.
4. If the client fails to pay invoices according to the terms of this Agreement, it will be responsible for the payment of all costs of collection, including, without limitation, court costs, attorney fees and related expenses. The client agrees to jurisdiction and venue in Clinton County, Michigan.
5. This material is confidential and proprietary, and is to be used by the receiving party for the sole and specific purpose for which it is intended. The content is owned and copy written by Abilita, any other use or unauthorized distribution of this material is forbidden, illegal and such actions and parties are subject to prosecution to the fullest extent of the law

Wexford County accepts the terms of the above quote and hereby authorizes Abilita to complete Phases 1-3 of the Project.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



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## REFERENCES (LOCAL GOVERNMENT)

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### REDFORD TOWNSHIP, MI

The Township was experiencing significant difficulties with their UCaaS provider and ready to migrate to another provider. However, they did not have the expertise or staff capacity to manage what was an imminent project in 2024-2025. In addition, Abilita discovered unused POTS lines which resulted in the Township saving approximately \$10,000 (uncovering lines to disconnect and conversion to eFax).

Contact: Jennifer Miracle-Best, Marketing & Administrative Assistant, [jmbest@redfordtwp.gov](mailto:jmbest@redfordtwp.gov) (313) 387-2735

### EMMET COUNTY, MI

Abilita was engaged by the County for both a telecom audit and a phone system upgrade project after winning the RFP in 2020. The County is currently a client and costs were reduced by 23%, not including credits recovered.

Contact: Tatem Phelps, IT Director, [tatem.phelps@emmetcounty.org](mailto:tatem.phelps@emmetcounty.org) (231) 348-1705

### CITY OF MONROE, MI

Abilita assisted the City with an audit of all telecommunications costs, a phone system upgrade project and currently on retainer to monitor telecom costs.

Contact: Ed Sell, Assistant City Manager/Finance Director [edward.sell@monroemi.gov](mailto:edward.sell@monroemi.gov) (734) 384-9133

### CITY OF CHARLEVOIX, MI

Abilita was engaged by the City of Charlevoix on numerous projects. Initially we were brought in by the City to conduct an audit of all telecommunications costs, currently on retainer to monitor telecom costs.

- ✦ Gathered information about all existing voice and data circuits throughout the City, saving the City well over \$100,000.
- ✦ Consulted and managed the replacement of the outdated phone system to Unified Communications Technology. Abilita conducted a needs analysis, interviewed department staff, issued the RFP and assisted the City with the selection of a new VoIP solution. Successful implementation was in 2020.

Contact: Mark Heydlauf, City Manager, [markh@charlevoixmi.gov](mailto:markh@charlevoixmi.gov) (231) 547-3270

## IT Manager Testimonials



*Abilita has been a partner with the City of Monroe for several years and has helped navigate our transition from antiquated copper systems to our new SIP-based VOIP system. They also helped the City gain compliance with the recent e911 laws. They have been helpful with navigating our transition from multiple AT&T sites, accounts, and lines to a single SIP provider and a single POTS provider. On a break fix basis they have helped chase down errors in billing as well as get the phone companies moving forward on stagnant tickets. I would recommend Abilita to any agency needing assistance getting their telecom systems updated or their billing organized. Having Abilita be able to handle the contracts allows us time to focus more on our daily tasks and not what the phone companies are billing us for or not following up on.*

**Jake Perry, City of Monroe Director of IT and Monroe County IT Director**

10



*Emmet County has been working on telecom and network infrastructure projects over the past couple years. Dan Aylward and Paul Anker at Abilita have been absolutely instrumental in both managing these projects as well as technical education. In our time with Abilita, their expertise has helped with many items, such as moving away from old copper lines, billing review and reduction, contract management, and have also really just served as a valuable Subject Matter Expert for the County.*

**Tatem Phelps, Emmet County IT Director**



*"Abilita has been a partner of Sheboygan County since May of 2019. In the past 3 1/2 years, Dan and Paul have brought considerable value to Sheboygan County through their knowledge and handling of the County's phone expenditures. Oftentimes, this involved the laborious task of combing through the voluminous pages of our phone bills, something for which I have neither the time nor inclination. Dan and Paul made this easy for me, and during the course of our partnership, their efforts have saved the County more than \$75,000, which translates into an approximate 25% reduction in our annual phone spend."*

**Chris Lewinski, Sheboygan County Director of IT**



*Abilita has been a great Telecom resource for Chippewa County. Their assistance with: identifying and correcting billing errors; acquiring, and planning service upgrades; and streamlining contact with the bigger Telecoms like, AT&T to report/verify disruptions, have been instrumental in saving both time and operating costs for the county.*

**Brian Bartlett, Chippewa County IT Director**



*Abilita has been great at helping us interpret some very cryptic phone bills and identified tens of thousands of dollars in savings for our County. In addition, they have used their knowledge of telephony to help us make better decisions regarding the types of telephone services we utilize.*

**Dara Mosley, Rock County IT Deputy Director**

Abilita is regularly adding municipalities as clients! Below is a partial list of engagements where Abilita performed telecom optimization audits for **Municipalities in Michigan and Wisconsin**. We continue to add to this list. Additional references are available upon request.

- City of Allen Park, MI
- City of Albion, MI
- City of Brighton, MI
- City of Bronson, MI
- City of Buchanan, MI
- City of Cadillac, MI
- City of Cedar Springs, MI
- City of Center Line, MI
- City of Charlevoix, MI
- City of Clare, MI
- City of Flint, MI
- City of Garden City, MI
- City of Grandville, MI
- City of Grand Blanc, MI
- City of Greenville, MI
- City of Harrison, MI
- City of Lincoln Park, MI
- City of Ludington, MI
- City of Manistee, MI
- City of Monroe, MI

- City of Muskegon, MI
- City of Sault Ste. Marie
- City of Springfield, MI
- City of Tecumseh, MI
- City of Vassar, MI
- City of Westland, MI
- Plainfield Twp, MI
- Redford Twp, MI
- Village of Dundee, MI
- Village of Lakeview, MI
- Village of Sparta, MI
- Village of Spring Lake, MI
- Village of Three Oaks, MI
- Village of Union City, MI
  
- Alger County, MI
- Benzie County, MI
- Branch County, MI
- Calumet County, WI
- Cheboygan County, MI

- Chippewa County, MI
- Emmet County, MI
- Gratiot County, MI
- Huron County, MI
- Ionia County, MI
- Isabella County, MI
- Jackson County, MI
- Jefferson County, WI
- Lake County, MI
- Mackinac County, MI
- Manistee County, MI
- Menominee County, MI
- Monroe County, MI
- Newaygo County, MI
- Ogemaw County, MI
- Polk County, WI
- Rock County, WI
- Sheboygan County, WI
- Tuscola County, MI
- Wexford County, MI

# Empowering Business Communications

Webex

Contact Center

Cloud PBX

Microsoft Teams

SIP Trunking

Internet

SD-Wan & Security

AI Solutions



Service Proposal for:  
**WEXFORD COUNTY COURTHOUSE**  
Jami Bigger

Prepared by:  
**Becky Bonito**  
Business Specialist  
248-485-1144  
bbonito@telnetww.com

# Your All-In-One Telnet Services Proposal



4.9



500+ Reviews



## Why Telnet?

- On-site Installation & Training
- White-Glove Customer Onboarding
- Reliable and Secure
- Exceptional Customer Service
- Cost Savings!

6 MONTH SATISFACTION GUARANTEE



## Main Services



SIP Trunking



VoIP Phone System



Contact Center



Webex



Internet



Microsoft Teams Direct Routing



SD-WAN & Security

Last Awards





# Service Proposal

Date	Sales Agent	Quote Number	Service Term
11/18/2025	Becky Bonito	00065205	3 Years

Customer Information	
Account	WEXFORD COUNTY COURTHOUSE
Name	Jami Bigger
Street Address	437 East Division Street
City, State, Zip	Cadillac, MI, 49601
Phone	2317799453

Service Location	
Name	WEXFORD COUNTY COURTHOUSE
Street Address	437 East Division Street
City, State, Zip	Cadillac, MI, 49601
NPA/NXX	231 / 942
Phone	2319427644

Monthly Services	MSRP	QTY	Your Price	Monthly	One Time
Cloud PBX Bundle	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Cloud PBX Bundle (Unlimited Nationwide Calling-PBX)	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Cloud PBX Bundle (Digital Fax)	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Cloud PBX Bundle (Call Recording)	6.25	29	\$ 6.25	\$ 181.25	\$ 0.000
Voice Portal	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Meet-Me Conference Bridge	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Auto Attendant	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Enhanced Huntgroup	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Mobile Every Mobile Seat includes Voicemail - Includes the softphone available on Desktop and mobile device	19.99	131	\$ 14.99	\$ 1963.69	\$ 0.000
Office	19.99	18	\$ 9.99	\$ 179.82	\$ 0.000
Voicemail	10.00	21	\$ 10.00	\$ 210.00	\$ 0.000
Digital Fax Bundle	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Digital Fax	20.00	27	\$ 20.00	\$ 540.00	\$ 0.000
Digital Fax + Fax Machine Connector	40.00	11	\$ 40.00	\$ 440.00	\$ 0.000
Toll Free Bundle	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Toll Free Number	5.00	3	\$ 5.00	\$ 15.00	\$ 0.000
<b>Total</b>				<b>\$ 3529.76</b>	<b>\$ 0.000</b>

One Time Services	MSRP	QTY	Your Price	Monthly	One Time
Cloud PBX Bundle (TelNet Provided Installation - Phone Setup & Placement)	781.25	1	\$ 625.00	\$ 0.000	\$ 625.00
Cloud PBX Bundle (Instructor led training; at customer site)	1562.50	1	\$ 1250.00	\$ 0.000	\$ 1250.00
<b>Total</b>				<b>\$ 0.000</b>	<b>\$ 1875.00</b>

Hardware	MSRP	QTY	Your Price	Monthly	One Time
Cloud PBX Bundle (Yealink T54W Desk Phone (Purchase))	234.38	131	\$ 187.50	\$ 0.000	\$ 24562.50
Cloud PBX Bundle (Yealink CP935W Wireless Conference Phone (Purchase))	781.25	6	\$ 625.00	\$ 0.000	\$ 3750.00
<b>Total</b>				<b>\$ 0.000</b>	<b>\$ 28312.50</b>

<b>Term: 36 Months</b>	<b>Monthly: \$ 3529.76</b>	<b>One Time: \$ 30187.50</b>
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## Additional Comments

Pricing is valid for 30 days, unless otherwise stated. All quotes are subject to and incorporated by reference the terms and conditions of the Master Services Agreement & Finance agreement. Charges quoted above exclude all applicable fees and taxes. Quote is subject to credit review. Shipping charges apply to all phones and equipment delivery. Additional charges apply for all local, long distance and 8YY features, network access charge, CPE maintenance and directory listings. Phones and any hardware under rental program must be returned if the service is cancelled. Reasonable and acceptable usage applies for unlimited calls and SMS. Mobile data charges may apply. Ancillary services/hardware may be required for overhead speakers integration, door openers, analog lines, fax services, or other services may impact monthly charges and can be added after install. Labor for ancillary hardware installation is not included with free installation.

Subscription Term Start Date:  
Voice services billing will start 28 days after the order is submitted to credits. Other services TBD

Customer Initials:



# Master Service Agreement

This sets forth the terms of the Service Agreement ("Agreement") made this November 18, 2025, (the "Effective Date") by and between Interactive Services Network, Inc. ("IPFone") and WEXFORD COUNTY COURTHOUSE, a US Corporation. The term of this Agreement is for 36 months ("Term"). All services provided subject to the terms and conditions below and on the attached service orders.

Company Name <b>WEXFORD COUNTY COURTHOUSE</b>			
Contact Name <b>Jami Bigger</b>		Contact Phone # <b>2317799453</b>	
Service Address <b>437 East Division Street</b>	City <b>Cadillac</b>	State <b>MI</b>	Zip Code <b>49601</b>

By signing this Agreement, the Customer hereby authorizes IPFONE to provide the Services listed herein and on any/all attachments. The Agreement shall be effective on the Effective Date; the Term of the Agreement shall commence upon the later of (i) installation of the initial Service or (ii) the Effective Date. In the event that Customer terminates this Agreement any time after the Effective Date but prior to the expiration of the Term, Customer shall pay IPFONE all sums then due and unpaid. Customer shall also be liable for an early termination charge equal to 100% of the last three months average billing multiplied by the number of months remaining under the term of the Agreement. In the event customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a minimum monthly commitment of at least 50% of the total monthly recurring charges not considering any rental charges. Upon expiration of the Term, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current Term. In addition to the rates for the Services (s), Customer shall be responsible for payment of all local, state, and federal taxes, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services. All bills are due and payable upon receipt, but in no case later than thirty (30) days after the invoice date. If Customer's bill is not paid within twenty (20) days after the invoice date listed on the bill, Customer also shall pay IPFONE a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law) or \$5.00, whatever is greater. Customer shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer. IPFONE reserves the right, at its sole discretion, to suspend or terminate the Services without advance notice due to Customer's (i) failure to pay any sum due hereunder, (ii) misuse of the Services, (iii) suspected fraud or other activity by Customer that adversely affects the Services, IPFONE or IPFONE's network. IPFONE reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that IPFONE's determination is final and binding on Customer. IPFONE may require an activation fee to resume a suspended account.

The quality of service provided hereunder shall be consistent with common carrier industry standards, government regulations and sound business practices. IPFONE MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IPFONE BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles. This Agreement is subject to and controlled by IPFONE's federal and state tariffs as applicable, and/or by IPFONE's standard terms and conditions of service and the service specific terms and conditions as located at <http://www.ipfone.com> as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

Accepted By Customer

Signature:

Print Name:

Title:

Date:

# Empowering Business Communications

Webex

Contact Center

Cloud PBX

Microsoft Teams

SIP Trunking

Internet

SD-Wan & Security

AI Solutions



Service Proposal for:  
**WEXFORD COUNTY COURTHOUSE**  
Jami Bigger

Prepared by:  
**Becky Bonito**  
Business Specialist  
248-485-1144  
bbonito@telnetww.com

# Your All-In-One Telnet Services Proposal



4.9



500+ Reviews



## Why Telnet?

- On-site Installation & Training
- White-Glove Customer Onboarding
- Reliable and Secure
- Exceptional Customer Service
- Cost Savings!

6 MONTH SATISFACTION GUARANTEE



## Main Services



SIP Trunking



VoIP Phone System



Contact Center



Webex



Internet



Microsoft Teams Direct Routing



SD-WAN & Security

Last Awards





# Service Proposal

Date	Sales Agent	Quote Number	Service Term
11/18/2025	Becky Bonito	00065183	3 Years

Customer Information	
Account	WEXFORD COUNTY COURTHOUSE
Name	Jami Bigger
Street Address	437 East Division Street
City, State, Zip	Cadillac, MI, 49601
Phone	2317799453

Service Location	
Name	WEXFORD COUNTY COURTHOUSE
Street Address	437 East Division Street
City, State, Zip	Cadillac, MI, 49601
NPA/NXX	231 / 942
Phone	2319427644

Monthly Services	MSRP	QTY	Your Price	Monthly	One Time
Cloud PBX Bundle	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Cloud PBX Bundle (Unlimited Nationwide Calling-PBX)	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Cloud PBX Bundle (Digital Fax)	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Cloud PBX Bundle (Call Recording)	6.25	29	\$ 6.25	\$ 181.25	\$ 0.000
Voice Portal	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Meet-Me Conference Bridge	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Auto Attendant	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Enhanced Huntgroup	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Mobile Every Mobile Seat includes Voicemail - Includes the softphone available on Desktop and mobile device	19.99	131	\$ 14.99	\$ 1963.69	\$ 0.000
Office	19.99	18	\$ 9.99	\$ 179.82	\$ 0.000
Voicemail	10.00	21	\$ 10.00	\$ 210.00	\$ 0.000
Digital Fax Bundle	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Digital Fax	20.00	27	\$ 20.00	\$ 540.00	\$ 0.000
Digital Fax + Fax Machine Connector	40.00	11	\$ 40.00	\$ 440.00	\$ 0.000
Toll Free Bundle	0.000	1	\$ 0.000	\$ 0.000	\$ 0.000
Toll Free Number	5.00	3	\$ 5.00	\$ 15.00	\$ 0.000
<b>Total</b>				<b>\$ 3529.76</b>	<b>\$ 0.000</b>

One Time Services	MSRP	QTY	Your Price	Monthly	One Time
Cloud PBX Bundle (TelNet Provided Installation - Phone Setup & Placement)	781.25	1	\$ 625.00	\$ 0.000	\$ 625.00
Cloud PBX Bundle (Instructor led training; at customer site)	1562.50	1	\$ 1250.00	\$ 0.000	\$ 1250.00
<b>Total</b>				<b>\$ 0.000</b>	<b>\$ 1875.00</b>

Hardware	MSRP	QTY	Your Price	Monthly	One Time
Yealink T54W Desk Phone (Subscription)	3.00	131	\$ 3.00	\$ 393.00	\$ 0.000
Yealink CP935W Wireless Conference Phone (Subscription)	13.75	6	\$ 13.75	\$ 82.50	\$ 0.000
<b>Total</b>				<b>\$ 475.50</b>	<b>\$ 0.000</b>

<b>Term: 36 Months</b>	<b>Monthly: \$ 4005.26</b>	<b>One Time: \$ 1875.00</b>
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### Additional Comments

Pricing is valid for 30 days, unless otherwise stated. All quotes are subject to and incorporated by reference the terms and conditions of the Master Services Agreement & Finance agreement. Charges quoted above exclude all applicable fees and taxes. Quote is subject to credit review. Shipping charges apply to all phones and equipment delivery. Additional charges apply for all local, long distance and 8YY features, network access charge, CPE maintenance and directory listings. Phones and any hardware under rental program must be returned if the service is cancelled. Reasonable and acceptable usage applies for unlimited calls and SMS. Mobile data charges may apply. Ancillary services/hardware may be required for overhead speakers integration, door openers, analog lines, fax services, or other services may impact monthly charges and can be added after install. Labor for ancillary hardware installation is not included with free installation.

Subscription Term Start Date:  
Voice services billing will start 28 days after the order is submitted to credits. Other services TBD

Customer Initials:



# Master Service Agreement

This sets forth the terms of the Service Agreement ("Agreement") made this November 18, 2025, (the "Effective Date") by and between Interactive Services Network, Inc. ("IPFone") and WEXFORD COUNTY COURTHOUSE, a US Corporation. The term of this Agreement is for 36 months ("Term"). All services provided subject to the terms and conditions below and on the attached service orders.

Company Name <b>WEXFORD COUNTY COURTHOUSE</b>			
Contact Name <b>Jami Bigger</b>		Contact Phone # <b>2317799453</b>	
Service Address <b>437 East Division Street</b>	City <b>Cadillac</b>	State <b>MI</b>	Zip Code <b>49601</b>

By signing this Agreement, the Customer hereby authorizes IPFONE to provide the Services listed herein and on any/all attachments. The Agreement shall be effective on the Effective Date; the Term of the Agreement shall commence upon the later of (i) installation of the initial Service or (ii) the Effective Date. In the event that Customer terminates this Agreement any time after the Effective Date but prior to the expiration of the Term, Customer shall pay IPFONE all sums then due and unpaid. Customer shall also be liable for an early termination charge equal to 100% of the last three months average billing multiplied by the number of months remaining under the term of the Agreement. In the event customer makes changes to its services during the initial term of agreement, Customer is responsible for maintaining a minimum monthly commitment of at least 50% of the total monthly recurring charges not considering any rental charges. Upon expiration of the Term, the Agreement shall renew automatically for successive renewal terms, each for a period of time equal to the original Term, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current Term. In addition to the rates for the Services (s), Customer shall be responsible for payment of all local, state, and federal taxes, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services. All bills are due and payable upon receipt, but in no case later than thirty (30) days after the invoice date. If Customer's bill is not paid within twenty (20) days after the invoice date listed on the bill, Customer also shall pay IPFONE a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under applicable law) or \$5.00, whatever is greater. Customer shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under this Agreement to Customer. IPFONE reserves the right, at its sole discretion, to suspend or terminate the Services without advance notice due to Customer's (i) failure to pay any sum due hereunder, (ii) misuse of the Services, (iii) suspected fraud or other activity by Customer that adversely affects the Services, IPFONE or IPFONE's network. IPFONE reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that IPFONE's determination is final and binding on Customer. IPFONE may require an activation fee to resume a suspended account.

The quality of service provided hereunder shall be consistent with common carrier industry standards, government regulations and sound business practices. IPFONE MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IPFONE BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THIS AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER.

The Service Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles. This Agreement is subject to and controlled by IPFONE's federal and state tariffs as applicable, and/or by IPFONE's standard terms and conditions of service and the service specific terms and conditions as located at <http://www.ipfone.com> as such tariffs and terms may be modified from time to time and all of which are hereby expressly incorporated by reference.

Accepted By Customer

Signature: \_\_\_\_\_

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

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

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