



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on
Wednesday, October 7, 2026, beginning at 4:00 p.m. in the Commissioners Room,
third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, MI 49601.

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
 - 1. Travis Baker – 10 years.....1
- G. PRESENTATION AND REPORTS
- H. PUBLIC COMMENT

Designated for topics on the agenda only.
- I. CONSENT AGENDA

The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.

 - 1. Approval of the September 23, 2026, Regular Meeting Minutes.....4
- J. AGENDA ITEMS
 - 1. On-site Flu Clinic (HR/PS 09/22/2026)8
 - 2. Ball Drain Proposal (Finance 09/23/2026).....9
 - 3. Computer Replacement Purchase Request – Dell Technologies (Finance 09/23/2026)17
 - 4. Animal Shelter HVAC Replacement (Finance 09/23/2026)24
 - 5. Budget Amendment (Finance 09/23/2026)29
 - 6. Sheriff’s Office RapidSOS Contract (Finance 09/23/2026)30
 - 7. Catholic Human Services EOP Contract – Community Corrections (Finance 09/23/2026).....36
 - 8. Mrs. Meyers Contract Extension – Veterans Services (Finance 09/23/2026)
 - 9. CHS Peer Recovery Coach Contract – Opioid Funds (Finance 09/23/2026)39
 - 10. Victim Rights Grant Agreement – Prosecutor’s Office (Finance 09/23/2026)48
 - 11. North Lake Steet Flats Liability Disclaimer Agreement.....85
 - 12. Boon Sports Management Contract Extension - Civic Center (Rec. & Bldg. 10/2/2026).....88
 - 13. Bond Counsel – Conflict Waive Letter106
 - 14. Closed Session to Consult Attorney Pending Litigation
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
 - 1. Catholic Human Services’ FY2026 4th Quarter Report for Peer Recovery Coach - Opioid Funds..108
- M. PUBLIC COMMENT

Open for any public comments.
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJOURN

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: October 7, 2026
SUBJECT: Employee Recognition

SUMMARY OF ITEM TO BE PRESENTED:

Wexford County would like to recognize employees for their service, per County Policy B.13-0, at 5, 10, 15, 20, 25, 30, and 35 years. The following employee should be recognized at the next Board of Commissioners' meeting for their service as follows:

EMPLOYEE NAME	DEPARTMENT	YEARS OF SERVICE
Travis Baker	Central Dispatch	10-Years

Travis Baker began his employment with Wexford County Central Dispatch on October 18, 2016, as a Dispatcher. On January 1, 2019, he also assumed the role of Emergency Manager. He served in that capacity until December 31, 2022, when he resigned from Emergency Management and transitioned to the position of Deputy 911 Director. On May 13, 2025, Travis was appointed full-time 911 Director; a position he continues to hold.

RECOMMENDATION:

The Human Resources/Public Safety Committee recommends the full board present a certificate of appreciation to Mr. Baker at the Board of Commissioners' meeting on October 7, 2026.

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, September 16, 2026

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

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

Absent- Michael Bush.

Pledge of Allegiance.

Additions/Deletions to the Agenda- *None.*

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-

Eric Karbowski, MSU Extension Director, provided the Board with their 2025 annual report. He thanked the administrators and the Board for their help during the millage renewal process.

Mr. Karbowksi brought up Nikki Schultz to highlight some of their programs. Ms. Schultz noted that she had been down on the farm with several 8th grade students where they were able to learn about things like artificial insemination, feeding, and milking. This was the second year they were able to do it, and it seems to be a success.

Ms. Schultz also pointed out that they have Manufacturers Day on October 6th for local 9th grade students, and there will be a Brownfield Brainstorm in Lake City on September 23rd. Developer Day will also be returning on October 13th.

Mr. Karbowksi highlighted that they still also have their pest management specialists in office. Erin Lizotte is able to identify most types of bugs, and he encouraged everyone to find out what kind of spider they may have in their homes.

Mr. Karbowski also encouraged everyone to check out their other programs like Master Gardener and Food Preservation programs.

Public Comment- *None*

Consent Agenda

1. Approval of the September 2, 2026, Regular Meeting Minutes

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

All in Favor.

Agenda Items

1. Public Defender FY27 Compensation Proposal

MOTION by Comm Bengelink, seconded by Comm Theobald that the Wexford County Board of Commissioners adopt the FY27 Public Defender attorney wage scale consisting of APD I, APD II, APD III/Senior, and Chief Public Defender classifications with Start through Year 5 steps; authorize the initial annual placements of Robert Champion at \$145,000, Geoff Harrison at \$108,000, Rob Haertel at \$95,000, and Connor Shantz at \$85,000, effective October 1, 2026, or the first payroll period of the FY27 MIDC grant, as administratively appropriate; and authorize the County Administrator and Human Resources Department to complete the necessary payroll and budget actions using the FY27 MIDC-funded indigent-defense budget.

Roll Call: Motion passed 8-0.

2. MSUE FY27 Agreement Extension Services

MOTION by Comm Nelson, seconded by Comm Sogge to approve the Fiscal Year 2027 Agreement for Extension Services between Wexford County and Michigan State University Extension in the total annual amount of \$212,514 and authorize the board chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

3. Budget Amendment

MOTION by Comm Theobald, seconded by Comm Bengelink to waive the competitive bidding requirements of policy D-1.0, section I.1.a. and approve the budget amendment in the amount of 17,000 for the Register of Deeds dated August 28, 2026.

Roll Call: Motion passed 8-0.

4. Advanced Mechanical Estimate-DHD #10 Furnace & AC Replacement

MOTION by Comm Baughan, seconded by Comm Potter to approve the estimate from Advanced Mechanical & Electrical Services, LLC in the amount of \$12,488.15 to replace the furnace and air conditioning unit at the health department and authorize the board chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

5. Shipyard Solar Letter

MOTION by Comm Nyman, seconded by Comm Baughan to direct Administrator Porterfield to send a response to the letter from Shipyard Solar, LLC. on behalf of the County.

Roll Call: Motion passed 8-0.

6. L-4029 Report

MOTION by Comm Theobald, seconded by Comm Nyman to approve the L-4029 Report authorize the Clerk and board chairman to sign on behalf of the County.

Roll Call: Motion passed 8-0.

7. Resolution 26-22 2026 Winter Millage

MOTION by Comm Baughan and seconded by Comm Theobald to approve Resolution 26-22 2026 Winter Millage for Fiscal Year 2026 budget.

Roll Call: Motion passed 8-0.

Administrator's Report-

Administrator Porterfield highlighted that several members of the Board went to the MAC conference. He noted that he sent out instructions for entering budget numbers. With the change of the software, there were some struggles, but department heads are starting to enter numbers.

Mr. Porterfield noted that there is an upcoming Opioid Committee Meeting on Friday and a Building Committee the following week.

There was a temporary change for no bags being allowed into the building, due to the hearings on some high profile cases.

The new roof at the Wex will start being installed on October 1st. There were some leaks, and they are trying to determine if it was the roof or some of the units leaking.

Correspondence- *None.*

Public Comments-

Don Koshmider, Cadillac, is disappointed in the justice system. He failed at the jury trial, and the Defendant was found not guilty on both counts. He still believes in the justice system though. Mr. Koshmider noted that gas prices are going up. Alexjoneslive.com reports that Costco is starting to ration oil. He picked up a jug of oil at Wal-Mart for \$27, and he is willing to sell it for \$30.

Liaison Reports-

Wexford County Board of Commissioners
Regular Meeting* September 16, 2026

Commissioner Theobald noted the LDFA meeting had been canceled. She attended a Salvation Army meeting. They are looking at options for a new building. They are open to different opinions. Project Christmas is also gearing up. She attended a DHHS meeting also, where they discussed the new work requirements going into effect 10/1. She also attended a CAMA meeting at Akwel.

Comm Potter attended a Clam Lake DDA meeting. They received a \$500,000 grant for water hookups.

Board Comments-

Commissioner Baughan noted it was good to have Mark back.

Commissioner Potter was also happy to have Mark back.

Commissioner Sogge was also happy to see Mark back.

Commissioner Nelson noted that this weekend there would be the World Championship Fish Decoy Farming Show out in Cadillac West. There is also a Fireman Memorial in Roscommon. He encouraged everyone to attend.

Commissioner Nyman thanked everyone for the well wishes and help received with things he cannot do right now. He is very thankful to have everyone.

Commissioner Bengelink is glad to have Mark back.

Commissioner Theobald is so glad to have Mark back.

Chairman's Comments-

Chair Taylor is also glad to have Commissioner Nyman back. He thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Potter to adjourn at 4:22 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources/Public Safety Committee
FOR MEETING DATE: October 7, 2026
SUBJECT: Flu Clinic

SUMMARY OF ITEM TO BE PRESENTED:

This year, Cadillac Family Physicians is once again offering on-site flu immunizations. The cost is \$50 per person. An employee's health insurance will be billed. Cadillac Family Physicians has been providing this service since at least 2007.

In previous years, the Board of Commissioners approved paying the entire cost for employees who are not covered by insurance.

Commissioners are also eligible to receive a flu vaccination on-site.

A sign-up sheet will be at the Administration Office with Flu form to be filled out at the time of your shot.

RECOMMENDATION:

The Human Resources / Public Safety Committee recommends the full board approve Cadillac Family Physicians to provide on-site flu immunizations and for the County to pay the full \$50.00 for any Wexford County employee whose cost is not covered by insurance.

Michael J. Solomon
Wexford County Drain Commissioner
401 N. Lake St.
Cadillac, MI 49601

RE: Ball Drain
Haring and Selma Townships, Wexford County
Letter Agreement for Professional Services

Mr. Solomon:

Per your request, we are submitting proposal to furnish professional engineering services in connection with the Section 197 Boundary Review, Study and Report, and Board of Determination Phases for the Ball Drain in Haring and Selma Townships. It is our understanding that a petition is being circulated by landowners for maintenance and improvements to this drain. At your request, we have prepared a scope and fee to provide professional engineering services through the Board of Determination as follows:

SECTION 197 BOUNDARY REVIEW PHASE

1. Acquire, scan, and map all records pertaining to the Ball Drain from Wexford County.
2. Obtain and review Geographic Information System (GIS) parcel data from Wexford County Equalization.
3. Acquire and process United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) one meter light detection and ranging (LiDAR) data. This data will be converted for standard units and utilized to develop a one foot contour data set.
4. Complete a desktop review of the watershed boundary utilizing LiDAR for field inspection maps.
5. Complete field inspection of LiDAR developed boundary and physically validate watershed boundary. Field inspection is necessary to ensure tiles, storm sewer, and other drainage infrastructure within the watershed are accounted for.
6. Complete Day of Review of Drainage District Boundary Deliverables as follows:
 - a. Complete pro-rata share calculations for the Michigan Department of Transportation, Railroads (if applicable), and Wexford County Road Commission.
 - b. Describe drainage district boundary for Engineers Certificate.
 - c. Develop Day of Review mailing list.
 - d. Provide data for public notices.
 - e. Prepare a mock apportionment roll. Final apportionments will be reviewed, developed, and set by the Wexford County Drain Commissioner.
7. Attend Day of Review Hearing. As a result of landowner testimony, additional investigation and review of the drainage district boundary may be warranted. Spicer Group has allocated 6 hours for landowner follow-up, review, and boundary changes, if necessary.

8. Provide Wexford County GIS with Ball Drain route and course and drainage district boundary.

DRAIN INSPECTION PHASE

1. Complete an engineering inspection of the existing state of the Ball Drain. This includes completing a visual observation of the drain along with obtaining pictures and mapping locations where there are excessive tree growth, obstructions, severe erosion, sediment accumulations and standing/stagnant water. The engineering review also includes obtaining pictures and sizes and condition assessment of existing culverts and pipes in the drain. Data points collected will be spatially reference on GIS.

BOARD OF DETERMINATION PHASE

1. Assist with preparation of presentation for Board of Determination. It is anticipated our assistance would include preparing power point presentation slides to summarize finding of the drain inspection phase.
2. Attend and provide engineering testimony to the Board of Determination.

ADDITIONAL SERVICES

If the project is found necessary, Spicer Group will furnish proposals to complete additional services. Our fee for the additional services will be determined at the time they are agreed to and rendered. Spicer Group anticipates a day of review of drainage district boundaries and apportionments to be held regardless of necessity for costs incurred through the board of determination hearing. For a clearer understanding, the initial phases of work outlined in this letter does not include the following services and these services should be anticipated should it be decided necessary to move forward with the implementation of this project.

- Topographical survey
- Hydrology and hydraulic calculations
- Utility mapping
- Preparation of final design plans and bidding documents
- Right of way review, easement preparation, and negotiation
- Permit preparation and coordination
- Public information meetings
- Construction administration
- Board of Review preparation and attendance

FEE SCHEDULE

Our fee is based on our standard hourly rates; therefore, invoices will be for actual hours of service provide on this project. Our estimated fees on this project are based upon our experience with the actual time required on previous projects of this type. We will submit monthly invoices to you for services furnished and for any reimbursable expenses during each phase on the amount of work completed. The following is a listing of our proposed fee:

Phase	Effort	Authorized/ Date
Section 197 Review Phase	\$20,000	_____
Drain Inspection Phase	\$11,000	_____
Board of Determination Phase	\$7,000	_____
TOTAL	\$38,000	_____

Attached to this letter is a copy of our general conditions for our services, which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

If this proposal meets with your approval, please acknowledge that project phases that are authorized that approval by signing the enclosed copy in the space provided and returning it to our office.

We deeply appreciate your confidence in our firm, and we are looking forward to working with you and for you on this project.

Sincerely,



Luke O'Brien, P.E.
Practice Lead



Charles R. Smith, P.E., C.F.M.
Project Manager

SPICER GROUP, INC.
1400 Zeeb Drive
St. Johns, MI 48879
Phone: (989) 224-2355

C: SGI File # 136344SG2024
SMC, Accounting

Above proposal accepted and approved by Owner:

BALL DRAIN DRAINAGE DISTRICT

By: _____

Michael J. Solomon

Wexford County Drain Commissioner

Date: _____

Enclosure: Spicer Group General Conditions

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 - GENERAL

1.1 The Agreement. This Agreement is made by and between SPICER GROUP, INC. (hereinafter referred to as "PROFESSIONAL") and the client who accepted the attached proposal (hereinafter referred to as "CLIENT"). The Agreement between the parties consists of these General Conditions for Professional Services, as well as the attached proposal, and any exhibits or attachments noted in the proposal. Together, these items shall constitute the entire Agreement between the parties and supersedes any prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing between the parties. CLIENT represents that it has full authority to enter into this Agreement and that the representative signing this Agreement for CLIENT has full authority to do so. CLIENT further represents that it has all right, title and interest to the project to which the services under this Agreement are being provided.

1.2 Ownership of Instruments of Service. All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by PROFESSIONAL are instruments of service and shall remain the property of PROFESSIONAL. PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyrights thereto.

1.3 Covenant not to Hire. CLIENT agrees that during the term of this Agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by PROFESSIONAL.

1.4 Standard of Care. Services performed by PROFESSIONAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under the same or similar conditions. PROFESSIONAL provides no warranty, guarantee or other representation, express, implied or otherwise, in connection with this Agreement, or in any report, opinion, document or other deliverable or instruments of service.

1.5 Defects in Service. CLIENT and CLIENT's personnel, contractors and subcontractors shall, upon discovery, promptly notify PROFESSIONAL in writing of any defects or deficiencies in PROFESSIONAL's services, in order that PROFESSIONAL may take measures which in PROFESSIONAL's opinion will minimize the consequences of such defect or deficiency in service. PROFESSIONAL shall not be responsible for additional costs due to delay in reporting defects in service.

1.6 Reimbursable Expenses. Reimbursable expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by CLIENT, overtime requiring higher than regular rates.

1.7 Standard Hourly Rates. The standard hourly rates used as a basis for payment mean those rates in effect at the time that the service is performed, for all PROFESSIONAL's personnel engaged directly on the project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 Limitation of Liability. In recognition of the relative risks and benefits of the project to both PROFESSIONAL and CLIENT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, that the total liability, in the aggregate, of PROFESSIONAL and PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expenses, shall not exceed \$3,800, or the total compensation received by PROFESSIONAL under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 Indemnification. PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees from and against damages or liabilities, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement including that of its subconsultants or anyone for whom the PROFESSIONAL is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants from and against damages or liabilities, to the extent caused by CLIENT's negligent acts, errors or omissions in connection with the project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

Neither CITY nor PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 Severability. Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect.

until fulfilled.

1.12 **Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

1.13 **Betterment.** In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment, upgrades, or added value to the project, regardless of whether PROFESSIONAL or PROFESSIONAL's officers, directors, partners, employees or subconsultants is determined to have caused or contributed to such cost or expense.

1.14 **Mediation.** Any claims or disputes made during design, construction or after completion of the project between the CLIENT and PROFESSIONAL shall be submitted to non-binding mediation. CLIENT and PROFESSIONAL agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. Unless otherwise agreed in writing, the mediation shall be governed by the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

1.15 **Changed Conditions.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, PROFESSIONAL may request an appropriate adjustment of this Agreement. PROFESSIONAL shall notify CLIENT of the changed conditions necessitating an adjustment, and PROFESSIONAL and CLIENT shall promptly and in good faith enter into discussions for an appropriate adjustment of this Agreement to address the changed conditions.

1.16 **Hazardous Materials.** Both parties acknowledge that PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. As such, under no circumstance shall PROFESSIONAL have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site or any adjacent area that may affect the project.

1.17 **Governing Law & Jurisdiction.** CLIENT and PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

SECTION 2 – FINANCIAL & USE OF DOCUMENTS

2.1 **Billing and Payment Terms.** *Payment Due:* Invoices shall be submitted by PROFESSIONAL (monthly) payment is due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be

calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.2 **Suspension of Services.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PROFESSIONAL may elect to suspend performance of service upon ten (10) calendar days notice to CLIENT. PROFESSIONAL shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for PROFESSIONAL to resume performance.

2.3 **Termination of Services.** If CLIENT fails to make payment to PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PROFESSIONAL upon ten (10) calendar days' notice to CLIENT. PROFESSIONAL shall be paid in full for all service performed and expenses incurred through the date of termination upon presentment of PROFESSIONAL's final invoice. CLIENT shall have no right to withhold, back-charge or set-off against any amounts owed to PROFESSIONAL, regardless of whether the invoice or amount owed is for a monthly, suspension or termination related invoice.

2.4 **Collection of Costs.** In the event legal action is necessary to enforce the payment terms of this Agreement, PROFESSIONAL shall be entitled to collect from CLIENT any sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by PROFESSIONAL in connection therewith and, in addition, the reasonable value of PROFESSIONAL's time and expenses spent in connection with such collection action, according to PROFESSIONAL's hourly fee schedule.

2.5 **Delays.** The OWNER agrees that PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by PROFESSIONAL to perform its services in an orderly and efficient manner, PROFESSIONAL shall be entitled to an equitable adjustment to its schedule and/or compensation.

2.6 **Delivery and Use of Electronic Files.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, CLIENT agrees that all such electronic files are instruments of service of PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of PROFESSIONAL. CLIENT further agrees to waive all claims against PROFESSIONAL resulting in any way from any unauthorized

changes to or reuse of the electronic files for any other project by anyone other than PROFESSIONAL.

CLIENT and PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either CLIENT or PROFESSIONAL are subject to review and acceptance by the other party. Additional services by PROFESSIONAL made necessary by changes to the electronic file specifications shall entitle PROFESSIONAL to additional compensation.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless PROFESSIONAL, its officers, directors, employees and subconsultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made to the electronic file by anyone other than PROFESSIONAL or from any reuse of the electronic files without the prior written consent of PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by CLIENT be deemed a sale by PROFESSIONAL, and PROFESSIONAL makes no warranties, either expressed or implied, of merchantability and/or fitness for any particular purpose. In no event shall PROFESSIONAL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

2.7 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, CLIENT understands that PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the contractor's method of pricing, and that PROFESSIONAL's opinions of probable construction costs are made on the basis of PROFESSIONAL's judgment and experience. PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of any construction work will not vary from PROFESSIONAL's opinion of probable construction costs.

SECTION 3 – PROJECT PERFORMANCE

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the contractor's performance or any other construction phase services, and that such services will be arranged by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and CLIENT waives any claims against PROFESSIONAL that may be

Spicer Group, Inc.

in any way connected thereto.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the construction work, PROFESSIONAL shall compile for and deliver to CLIENT a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which PROFESSIONAL is entitled to rely upon, PROFESSIONAL cannot and does not warrant or make any other representation as to the accuracy of the Record Documents.

3.3 Contingency Fund. CLIENT and PROFESSIONAL agree that certain increased cost and changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the drawings and specifications prepared by PROFESSIONAL and, therefore, that the final construction cost of the project may exceed the estimated construction cost and/or the cost of the work in any construction contract. CLIENT agrees to set aside a minimum reserve in the amount of not less than 10 percent of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim directly or through any other party against PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the contractor relating to such changes.

3.4 Lenders' Requirements. PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of PROFESSIONAL, increase PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.5 Client Requested Substitutions. Upon request by CLIENT, PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by CLIENT's consultants or contractors. PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by PROFESSIONAL with those of PROFESSIONAL's subconsultants and CLIENT's consultants, as additional services. PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Certifications, Guarantees and Warranties. PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in PROFESSIONAL having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. CLIENT also agrees not to make resolution of any dispute with PROFESSIONAL or payment of any amount due to PROFESSIONAL in any way contingent upon PROFESSIONAL's signing any such certification.

3.7 Underground Improvements. If requested, PROFESSIONAL and/or its subconsultants will provide services to conduct research that, in its professional opinion, is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by PROFESSIONAL and/or its subconsultant will be performed in a manner consistent with

PROFESSIONAL'S professional standard of care. CLIENT understands and recognizes, however, that such research may not identify all underground improvements and that the information upon which PROFESSIONAL reasonably relies may contain errors or may be incomplete. Therefore, CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable for damages to underground improvements resulting from subsurface penetrations in locations established by PROFESSIONAL that are based on properly filed and available records of said underground improvements.

3.9 Permits and Approvals. PROFESSIONAL shall assist CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by PROFESSIONAL and included in the scope of services of this Agreement.

3.10 Jobsite Safety. Neither the professional activities of PROFESSIONAL, nor the presence of PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in CLIENT's contract with the contractor. CLIENT also agrees that its contract with the contractor shall provide that CLIENT, PROFESSIONAL, and PROFESSIONAL's subconsultants shall be indemnified by the contractor and shall be made additional insureds under the contractor's policies of general liability insurance.

3.11 Construction Observation. PROFESSIONAL shall visit the site, if requested and authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and PROFESSIONAL, to generally observe the construction work and answer any questions that CLIENT may have. However, PROFESSIONAL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the contract documents. If CLIENT desires PROFESSIONAL to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to PROFESSIONAL for performing such service.

PROFESSIONAL shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the construction work. These are solely the obligation

and responsibility of the contractor.

PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the construction work, or any agents or employees of any of them. PROFESSIONAL shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents, the construction documents, or any applicable laws, codes, rules or regulations.

3.12 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without CLIENT expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees to bear all costs, losses and expenses, including the cost of any necessary additional services of PROFESSIONAL, arising from the discovery of concealed or unknown conditions in any existing structures that are part of the project and PROFESSIONAL'S scope of service.

3.13 Construction Layout. If requested by CLIENT, or other authorized party, as detailed in the scope of services or as an additional service to this Agreement, PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by PROFESSIONAL, staged and scheduled as requested by the contractor. After the stakes are set, it shall be the contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the contractor's negligence it shall be reset by PROFESSIONAL at the direction of CLIENT. The cost for resetting the stakes shall be paid to PROFESSIONAL by CLIENT.

3.14 Right of Entry. If applicable to the scope of services, CLIENT shall provide for PROFESSIONAL's right to enter from time to time property owned or controlled by CLIENT and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of PROFESSIONAL.

3.15 Buried Utilities. If applicable to the scope of services, CLIENT will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and will authorize PROFESSIONAL to proceed.

3.16 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or PROFESSIONAL. PROFESSIONAL'S services under this Agreement are being performed solely for CLIENT'S benefit, and no other party or entity shall have any claim against

PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

3.17 Waiver of Consequential Damages. CLIENT and PROFESSIONAL waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of this Agreement.

3.18 Contractor Submittals. If requested, PROFESSIONAL shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by PROFESSIONAL. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. PROFESSIONAL's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 Project Information. PROFESSIONAL shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants directly to CLIENT. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

SECTION 4 – MODIFICATIONS TO THE GENERAL CONDITIONS

4.1 None.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Sep. 21, 2026**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Courthouse	Sales Rep	Jersey Eickhorst
Quote No.	3000205647008.8	Phone	1(800) 4563355
Total	\$24,265.71	Email	Jersey.Eickhorst@dell.com
Customer #	530022821642	Billing To	FINANCE DEPT
Quoted On	Sep. 14, 2026		COUNTY OF WEXFORD
Expires by	Sep. 21, 2026		437 E DIVISION ST
Contract Name	State of Michigan MiDeals Agreement		STE C
Contract Code	C000000009850		CADILLAC, MI 49601-1994
Customer Agreement #	071B6600111		
Deal ID	29832336		

Message from your Sales Rep

hello there contact me on my preferred Phone Number

Regards,
Jersey Eickhorst

Shipping Group

Shipping To	Shipping Method
FINANCE DEPT COUNTY OF WEXFORD 437 E DIVISION ST STE C CADILLAC, MI 49601-1990 (231) 348-1035	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Slim Essential QVS1260	\$884.07	3	\$2,652.21
Dell Pro Tower QCT1250	\$1,002.15	3	\$3,006.45
Dell Pro Dock - WD25	\$148.74	15	\$2,231.10
Dell Pro 14 PC14250	\$1,091.73	15	\$16,375.95

Subtotal:	\$24,265.71
Shipping:	\$0.00
Non-Taxable Amount:	\$24,265.71
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$24,265.71
---------------	--------------------

Shipping Group Details

Shipping To

FINANCE DEPT
COUNTY OF WEXFORD
437 E DIVISION ST STE C
CADILLAC, MI 49601-1990
(231) 348-1035

Shipping Method

Standard Delivery

Dell Pro Slim Essential QVS1260

Estimated delivery if purchased today:
Sep. 18, 2026
Contract # C000000009850
Customer Agreement # 071B6600111

Unit Price	Quantity	Subtotal
\$884.07	3	\$2,652.21

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) i5-14500 vPro(R) (14 cores, up to 5.0GHz)	338-CSDT	-	3	-
Windows 11 Pro	619-BBQD	-	3	-
16GB, 16GBx1, DDR5, 4800MT/s	370-BBSF	-	3	-
512GB M.2 PCIe NVMe Solid State Drive	400-BSZL	-	3	-
MediaTek Wi-Fi 6 MT7920, 2x2, 802.11ax, MU-MIMO, Bluetooth wireless card	555-BLZH	-	3	-
MT7920 Wireless Driver	555-BMHK	-	3	-
Dell Pro Slim Essential with 180W PSU	329-BLWL	-	3	-
Dell Wired Keyboard - KB216 - US English - Black	580-BCVG	-	3	-
Dell Wired Mouse - MS116 - Black	570-BBKS	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
System Power Cord (US/Thai/Philippines)	450-AAFS	-	3	-
Documentation	340-DNBV	-	3	-
Quick Start Guide	340-DYDN	-	3	-
US/Canada Battery Warning Label	389-FKHG	-	3	-
Print on Demand Label	389-BDQH	-	3	-
Packaging for US, Canada	328-BHDH	-	3	-
Dell Pro Slim Essential REG LBL 180W PSU	389-FPNX	-	3	-
Dell Pro Slim Essential SRV DRVR/APPIRST	658-BFYM	-	3	-
Desktop BTS/BTP Shipment	800-BBIP	-	3	-
Dell Pro Slim Essential QVS1260	210-BTPG	-	3	-
Intel(R) UHD Graphics 730 with shared graphics memory	490-BJWG	-	3	-
No Media Card Reader	385-BBPY	-	3	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	3	-
Fixed Hardware Configuration	998-JCQD	-	3	-
ProSupport: 7x24 Technical Support, 1 Year	724-7540	-	3	-
ProSupport: Next Business Day Onsite, 1 Year	724-7547	-	3	-
Dell Limited Hardware Warranty Plus Service	724-7806	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-

Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	3	-
Dell Additional SW - Dell Tower	658-BFYP	-	3	-
McAfee Business Protection 30-day Trial	634-CHLM	-	3	-
McAfee+ Premium 30-day trial	658-BCCO	-	3	-

Unit Price	Quantity	Subtotal
\$1,002.15	3	\$3,006.45

Dell Pro Tower QCT1250

Estimated delivery if purchased today:

Sep. 28, 2026

Contract # C000000009850

Customer Agreement # 071B6600111

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) i5-14500 vPro(R) (14 cores, up to 5.0GHz)	338-CSDT	-	3	-
Windows 11 Pro	619-BBQD	-	3	-
16 GB: 1 x 16 GB, DDR5, up to 4800 MT/s, non-ECC	370-BCWS	-	3	-
512GB SSD	400-BSWY	-	3	-
Screw for SSD	773-BBBC	-	3	-
Integrated Graphics	490-BKSX	-	3	-
No Wireless LAN Card	555-BLXL	-	3	-
Dell Pro Tower QCT1250 with Core 14th Gen CPU, 360W Platinum PSU	329-BKSB	-	3	-
No Keyboard Selected	580-BCTF	-	3	-
No Mouse Selected	570-BBKQ	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
System Power Cord C13 (Philippine/TH/US)	450-AAOJ	-	3	-
Documentation	340-DNBV	-	3	-
Watch Dog SRV	379-BFYR	-	3	-
Quick Start Guide	340-DVBG	-	3	-
US/Canada Battery Warning Label	389-FKHG	-	3	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	3	-
MPP shipping material, DAO	328-BGNK	-	3	-
Shipping Label	389-BBUU	-	3	-
Dell Pro Tower FSJ Regulatory label for 360W PSU	389-FKDG	-	3	-
Driver/APP for IRST	658-BFTS	-	3	-
Desktop BTO Standard shipment	800-BBIO	-	3	-
Dell Pro Tower QCT1250	210-BPWB	-	3	-
No v Pro support R	631-BCGD	-	3	-
EPEAT Gold with Climate+	379-BDZB	-	3	-
Custom Configuration	817-BBBB	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
No Optical Drive	429-BBCH	-	3	-
Internal speaker	520-BBKW	-	3	-
No Additional Video Ports	492-BCKH	-	3	-

CMS Software not included	632-BBBJ	-	3	-
No Hazardous Locations Certification	340-ACQQ	-	3	-
No Hard Drive Bracket	575-BBKX	-	3	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	3	-
Chassis intrusion switch	461-BBCD	-	3	-
No Additional Add In Cards	382-BBHx	-	3	-
Dell Limited Hardware Warranty Plus Service	716-4435	-	3	-
ProSupport: Next Business Day Onsite, 1 Year	716-4445	-	3	-
ProSupport: 7x24 Technical Support, 1 Year	716-4450	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	3	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	3	-
Dell Pro Tower QCT1250	658-BFVR	-	3	-
		Unit Price	Quantity	Subtotal
		\$148.74	15	\$2,231.10

Dell Pro Dock - WD25

Estimated delivery if purchased today:
Sep. 18, 2026
Contract # C000000009850
Customer Agreement # 071B6600111

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Dock - WD25	210-BRPX	-	15	-
Dell Limited Hardware Warranty	718-2029	-	15	-
Advanced Exchange Service 3 Years	718-2030	-	15	-
		Unit Price	Quantity	Subtotal
		\$1,091.73	15	\$16,375.95

Dell Pro 14 PC14250

Estimated delivery if purchased today:
Sep. 21, 2026
Contract # C000000009850
Customer Agreement # 071B6600111

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro 14 (PC14250) BTX Base	210-BPBR	-	15	-
Intel(R) Core(TM) 5 120U (10 cores, up to 5.0 GHz)	379-BGGZ	-	15	-
Windows 11 Pro	619-BBQD	-	15	-
Magnetite color, textured finish	354-BBKD	-	15	-
16 GB: 1 x 16 GB, DDR5, 5600 MT/s, single channel	370-BCMP	-	15	-
Integrated Intel(R) graphics for Intel(R) Core(TM) 5 120U processor	338-CRJM	-	15	-
512 GB SSD	400-BSKR	-	15	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	15	-
14", Non-Touch, FHD+, IPS, 300 nits, 45% NTSC, Anti-Glare, FHD+IR Cam	391-BJPJ	-	15	-
No Fingerprint Reader	346-BLPB	-	15	-
FHD RGB HDR + IR Camera, 1080p at 30 fps, Presence Detection, TNR, Camera Shutter, Microphone	319-BBKH	-	15	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	15	-
Intel vPro Enterprise Management Not Offered	631-BCBH	-	15	-
Intel(R) AX211 WLAN Driver	555-BMMG	-	15	-

Intel(R) Wi-Fi 6E AX211, Qualified against Bluetooth(R) Core 5.4 wireless Card	555-BLLQ	-	15	-
3-cell, 55 Wh, ExpressCharge Capable, ExpressCharge Boost Capable	451-BDKX	-	15	-
65W USB-C AC adapter	492-BDTG	-	15	-
E4 Power Cord 1M for US	537-BBDO	-	15	-
Quick Start Guide	340-DTVR	-	15	-
Documentation	340-DNBV	-	15	-
ENERGY STAR Qualified	387-BBLW	-	15	-
Fixed Hardware Configuration	998-HMPR	-	15	-
Dell Pro 14 (PC14250) Min Packaging, 65W, Type-C	340-DVZV	-	15	-
POD Label	389-EDJB	-	15	-
EPEAT Gold with Climate+	379-BDZB	-	15	-
Intel® Rapid Storage Technology Driver	409-BCYQ	-	15	-
Series 3 Intel(R) Core(TM) 5 Label	389-FHKG	-	15	-
ProSupport: 7x24 Technical Support, 1 Year	714-0170	-	15	-
ProSupport: Next Business Day Onsite, 1 Year	714-0174	-	15	-
Dell Limited Hardware Warranty	714-0313	-	15	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	15	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	15	-
Dell Additional SW - Dell Pro Laptop	658-BFVB	-	15	-
CrowdStrike Endpoint Protection Pro w Essential Support 1yr	634-CCLG	-	15	-

Subtotal:	\$24,265.71
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$24,265.71
---------------	--------------------

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Thirty (30) days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Prices and/or discounts, as applicable, are subject to change: (i) in the event of industry-wide shortages in materials or resources, increases in the cost of manufacturing, currency fluctuations, changes to government charges or tariffs, or other factors outside Supplier's control; (ii) in the event of structural or significant changes in the way Supplier develops its pricing and/or discounting strategy; (iii) if Customer requests changes to Supplier's planned delivery date; or (iv) if Customer materially breaches its commitments under this Quote. If such changes occur, pricing may be adjusted and/or purchase orders may be cancelled by Supplier until the date of shipment, even after an order has been placed. Supplier will give Customer as much notice of these changes as is reasonably practicable under the circumstances. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or Customer changes to Supplier's planned delivery date.

Entire Agreement – This Quote, including the Governing Terms, Schedules, any Offering Specific Terms incorporated by reference and each Order, comprises the complete statement of the agreement of the Parties regarding the subject matter thereof, and may be amended only by written agreement. Terms on any Order or any term or condition on a Customer form have no legal effect and do not modify or supplement these Terms of Sale.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



OFFICE OF THE SHERIFF • WEXFORD COUNTY

Trent J Taylor
Sheriff

Jeffrey T. Harnish
Undersheriff

Date: September 16, 2026

Administrator Joe Porterfield

Wexford County Administrator's Office

437 E. Division St

Cadillac, MI 49601

RE: Purchase Order

Good morning, Joe,

Attached are 3 quotes for the HVAC replacement needed at the Animal Shelter. The status of the shelter currently has a failing HVAC system. The current system is continuously being repaired, and the current system is at the point of being unable to get replacement parts. With the new replacement the shelter will be up to date with the HVAC and the system will provide both heat and cooling, which the current one does not provide both. The funds requested is for the low cost bid from Maveric Mechanical and Plumbing, it is also a local provider which will also be able to maintain the system if an issue arises.

Funding for this matter is available from our ACO restricted donations. I have attached a budget amendment to transfer the needed funds to the proper line items to be used for the expense, if approved.

225-000-934.00 Building maintenance and repairs

Cost of repairs; \$8550.00

Thank you.

Butch

Lt. Richard Denison



Maveric Mechanical & Plumbing INC.

1649 Leeson Ave.
Cadillac, MI 49601

Phone # 231-444-6240

mavericmechanical@gmail.com
www.mavericmechanical.com

Estimate

Date	Estimate #
9/15/2026	17837
Rep	DPC

Name / Address
Wexford County 437 E. Division St. Cadillac, MI 49601 ATTN: Adam Kerr

I _____ (print name)
APPROVE this estimate.

Signature _____
Date _____

You may CANCEL this transaction, without Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date.
To cancel this transaction, mail, deliver, or email a signed and dated copy of the Cancellation Notice, or any other written notice to: Maveric Mechanical & Plumbing, Inc., 1649 Leeson Ave, Cadillac, MI 49601

P.O. No.	Terms
	90 Days

Description	Qty	Rate	Total
Service at: Wexford County Animal Shelter - 1406 5th Ave, Cadillac, MI		8,550.00	8,550.00
Remove and replace the furnace and add central a/c			
Ruud R801T050 50,000btu standard efficiency			
Venting material to connect to existing chimney			
Connect to existing gas piping			
Connect to existing line and low voltages			
Supply plenum adapter			
Dispose of old equipment			
Ruud RA13NY18 1.5 ton condensing unit			
Ruud 1.5 ton cased coil			
Lineset material			
Outdoor unit pad			
Thermostat and wiring			
Condensate drain material			
Electrical from panel to condensing unit QO panel with space			
Permit			

Card payments will incur a 4% surcharge & will be added to your total amount.

Total



Maveric Mechanical & Plumbing INC.

1649 Leeson Ave.
Cadillac, MI 49601

Phone # 231-444-6240

mavericmechanical@gmail.com

www.mavericmechanical.com

Estimate

Date	Estimate #
9/15/2026	17837
Rep	DPC

Name / Address
Wexford County 437 E. Division St. Cadillac, MI 49601 ATTN: Adam Kerr

I _____ (print name)
APPROVE this estimate.

Signature _____
Date _____

You may CANCEL this transaction, without Penalty or Obligation, within THREE (3) BUSINESS DAYS from the above date.

To cancel this transaction, mail, deliver, or email a signed and dated copy of the Cancellation Notice, or any other written notice to: Maveric Mechanical & Plumbing, Inc., 1649 Leeson Ave, Cadillac, MI 49601

P.O. No.	Terms
	90 Days

Description	Qty	Rate	Total
If you APPROVE this estimate, PLEASE CALL THE OFFICE at 231-444-6240 to confirm. A 25% down deposit is required if over \$3,000.00 for materials to be ordered. This invoice will be emailed to you. Once your materials are received, we will then schedule the work based on our availability. Thank You!		0.00	0.00
Notice of Right to Cancel You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice. Any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Maveric Mechanical & Plumbing, Inc, at 1649 Leeson Ave., Cadillac, MI 49601 no later than midnight of the third business day from the above date.		0.00	0.00
I hereby cancel this transaction. Customer Signature: _____ Date: _____ Cancellation waiver for emergency plumbing &/or mechanical services. For legitimate emergency plumbing &/or mechanical repairs, customer can waive their right to the three-day cancellation. The waiver must be: • Handwritten, dated and signed by the customer • Specifically describe the emergency (e.g., "My basement is flooding and requires immediate repair.""). • Clearly state WHY customer is waiving their right to cancel.			

Card payments will incur a 4% surcharge & will be added to your total amount.

Total \$8,550.00



Able Heating & Cooling

231 Simmons St.
Cadillac, MI 49601
(231) 779-5430

BID

bid No.818261

Sheet No.1

Date: 08/18/2026

Proposal Submitted To:

Work to be Performed at:

Name: Wexford County Animal Shelter (Adam Kerr)

Address:

Address: 1406 6th Ave.

City, State:

City, State: Cadillac Mi. 49061

Date of Plans:

Phone Number: 231-920-9073

Architect:

We hereby propose to furnish the materials and perform the labor necessary for the completion of...

1-Tempstar 2-ton condenser R454B with a 2-coil including RDS sensor 17" wide	5,203.00
10-year parts warranty when registered	
20-year breakdown service	
1-Line set 15 feet	
1-A/C pad	

1-Tempstar 40,000 btu 97% efficiency single stage furnace 17" wide	4,303.00
1-Condensate Pump	
10-year parts warranty when registered	
20-year breakdown service	

1-Electrician	490.00
1-Permit	53.00
1-When doing both Furnace and A/C at the same time	-400.00

Must register to get the additional warranty on units

Add 3% on total bill when using credit cards .Breakdown service excludes heat exchanger, a/c compressor, furnace and condenser replacement.

All materials is guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

With payments to be as follows

Dollars (\$ 9,649.00)

Any alteration or decision from above specification including extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully Submitted: _____

Per _____

Note – This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature: _____

Date: _____

Signature: _____

Advanced Mechanical & Electrical Services, LLC



19466 18 Mile Rd.
LeRoy, MI 49655

(231) 829-9533

Estimate

Date	Estimate #
8/7/2025	37961

Billing Name / Address
Wexford County Animal Shelter 1406 6th Avenue Cadillac, MI 49601

Jobsite

Job Description / P.O. / Project
Furnace A/C install

Qty	Description	Total
	Labor, materials and permit to remove existing 80% forced air natural gas furnace and install new American Standard high efficiency furnace and central air conditioning. Price includes the following: American Standard high eff furnace American Standard cased coil American Standard condensing unit (2) Equipment pad Ref. line set Honeywell digital thermostat Gas pipe revisions Condensate pump with piping PVC two pipe venting Low voltage wiring Line voltage wiring with wire, whip, disconnect and breaker Supply and return air duct revisions Removal and disposal of old furnace Start up Total	10,007.65

Thank you for the opportunity to quote this project

Subtotal

\$10,007.65

Acceptance Signature / Date:

Printed Name / Title:

Total

\$10,007.65



WEXFORD COUNTY BUDGET AMENDMENT

As provided for in the Uniform Budgeting and Accounting Act of 1978, as amended, and consistent with Wexford County Policy No. E-7.3, the Treasurer's Office is hereby authorized to record the following adjustments to the budget.

FUND: ☐ General ☐ PIC ☐ Special Revenue ☐ Debt Service ☐ DPW / Landfill

REVENUE

Account Number	Account Description	Decrease	Increase
225-000-390.04	Donation funds	\$	\$8550.00
Total			\$8550.00

EXPENDITURE

Account Number	Account Description	Increase	Decrease
225-000-934.00	Building Main/Repair.	\$8550.00	
Total		\$6500.00	


Department Head Signature

9-16-26
Date

Finance Committee Approval Date (if necessary) _____

(For Treasurer use only)

B.A. Number _____

Date _____

RapidSOS Paid Modules Order Form

RapidSOS Contact Information 167 Madison Avenue Ste 205 #615 New York, NY 10016 Regional Manager: Summer Bartlett Agency Engagement Manager sbartlett@rapidsos.com (315) 701-1372	Customer Contact Information Agency Name: Wexford County Victim Service Unit (MI) Agency Address: 1015 Lincoln Street Cadillac, Michigan 49601 United States Agency Contact: Trent Taylor Sheriff ttaylor@wexfordcounty.org
Quote Reference Number: Q-08439 Quote Created: August 17, 2026 Quote Expires: November 15, 2026	
Effective Date: Date on which this Order Form is fully executed by both parties	
Initial Term (in months): 60 months from Subscription Start Date	
Subscription Start Date: 09/22/2026	
Renewal: No	
Subscription Product Invoice Terms: • Due Annually starting on Subscription Start Date • Payments due Net 30 of receipt of invoice	
Additional Payment Terms: • One-time Services fees due net 30 of the Effective Date • Invoices issued thirty (30) days before Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary the Subscription Start Date • Payments will be made electronically	

Year 1 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IaR special package [<100]	IAR-SP- [<100]	\$399.00	1	23.56%	\$305.00
Year 1 Subscription Total				\$305.00	

Year 2 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IaR special package [<100]	IAR-SP- [<100]	\$399.00	1	23.56%	\$305.00
Year 2 Subscription Total				\$305.00	

Year 3 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IaR special package [<100]	IAR-SP- [<100]	\$399.00	1	23.56%	\$305.00
Year 3 Subscription Total				\$305.00	

Year 4 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IaR special package [<100]	IAR-SP- [<100]	\$399.00	1	23.56%	\$305.00
Year 4 Subscription Total				\$305.00	

Year 5 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IaR special package [<100]	IAR-SP- [<100]	\$399.00	1	23.56%	\$305.00
Year 5 Subscription Total				\$305.00	

Order Summary	Payment
Total Year 1 Subscription Price	\$305.00

Year 2 Software Price	\$305.00
Year 3 Software Price	\$305.00
Year 4 Software Price	\$305.00
Year 5 Software Price	\$305.00
Total Contract Value	\$1,525.00

Product Definitions
The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE Includes: - Integration options with an agency's CAD - Ability to view location and status of field units in RapidSOS UNITE

Comments: **Will waive all remaining years on any future cancellation as long as they reach out before the start of that new term.**

Terms and Conditions:

This order ("Order") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. This Order, together with the annexes, is governed by the terms and conditions of RapidSOS's Master Services Agreement, which is located at: <https://rapidsos.com/psgpaidmodulesmsa/>, including its exhibits, references, and/or addenda (collectively, the "Agreement"). By purchasing the above services ("Purchased Module(s)"), the Customer acknowledges and agrees to adhere to the End User License Agreement (EULA) and/ or Addendum terms specific to each product listed in the Annexes attached to this Order.

Annexes. The following Annexes are appended to and a made a part of this Order:

- RapidSOS Field EULA, located at: <https://www.iamresponding.com/terms-of-use/>
- RapidSOS UNITE Statement of Work for Field Module

Except as expressly provided herein, the terms and conditions of the Agreement remain in full force and effect as to any services previously purchased. Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), if any, which is incorporated by reference into this Order Form.

Customer specifically represents that its average annual number of dispatched events for the past three (3) years has been fewer than 100 events per year, and that it does not reasonably believe that this average will be exceeded during the term of this Order. Customer understands that the subscription fees set forth herein represents Special Pricing based specifically upon these representations. Should the Customer exceed 100 dispatched events during the contract year, the subscription fee shall automatically revert to the Base Pricing rate of \$849.00. Furthermore, any events exceeding 375 within the same term shall be billed as overages at a rate of \$0.20 per incident. Customer is responsible for all actual usage, including any usage that exceeds the limits of the applicable pricing, and agrees to pay any fees for excess usage.

Customer's access to RapidSOS Purchased Module(s) will not be provided by RapidSOS until RapidSOS has received this signed Order Form from Subscriber, together with the Budgetary Quote and the final SOW.

[Signature on following page]

Enhanced Outpatient Program
An Evidence-Based Intensive Outpatient Program

Proposed by Catholic Human Services
1000 Hastings Street
Traverse City, MI 49686

The Matrix Model Enhanced Outpatient Program (EOP) will consist of an intense form of treatment based on client need. It will involve up to two group sessions plus one individual session per week. The goal will be to provide an intensive, supportive structured program to assist with client stability.

The Matrix Model Intensive Outpatient program is designed to provide a structured treatment framework for engaging clients who have a substance use disorder through helping them achieve abstinence. Clients learn about issues critical to addiction and relapse, receive direction and support from a trained therapist, and become familiar with self-help programs.

The Matrix Model incorporates a wide variety of evidence based approaches including: Motivational interviewing, Skill building, Relapse prevention, Cognitive behavioral therapy, Trauma Focused Cognitive Behavioral Therapy and other therapies within an individualized, person centered treatment plan.

Criteria: Client is chemically dependent and needs intensive programming and support to maintain abstinence and stability in life.

Goal: To establish abstinence from alcohol and other drug use while creating a stable and healthy foundation to support early recovery.

Objectives:

1. Increase understanding of addiction and relapse through attendance and participation in weekly intensive outpatient treatment.
2. Gain knowledge of at least 3 relapse prevention and recovery tools and skills.
3. Identify at least 3 personal triggers and cues which lead to using
4. Develop at least 3 alternate strategies to deal with these triggers and cues.
5. Identify at least 5 daily behaviors which promote abstinence and improved health and wellbeing, and practice them.
6. Develop, practice and use at least 3 recovery pro-social behaviors
7. Be Introduced to 12-step and other support groups

Catholic Human Services
Program Description

Interventions: Using manualized Matrix materials, attending Relapse Prevention groups and Early Recovery Skills, using cognitive/behavioral references and motivational interviewing, reading and discussing a topic in each group

Catholic Human Services (CHS) will provide the Matrix Model EOP as an open enrollment group format. Each offender will be given an assessment by CHS for eligibility. After Community Corrections Manager approves eligibility, offenders will participate in one gender specific group session, one co-ed recovery group as well as attend one weekly individual session. All group and individual sessions will be held weekly at the Cadillac CHS office. Each group will last for 1 ½ hours and include three or more participants with a maximum of 15 offenders per group.

Block Grant and Medicaid funds will be used when a client meets the criteria, and Community Corrections agrees to pay the offender's \$10 co-pay. The maximum billing for the fiscal year will not exceed \$7,500. However if the client does not meet Block grant or Medicaid requirements, the cost will be as follows:

Group sessions: \$50 - \$40 paid by the participant and \$10 paid by Community Corrections

Individual sessions: \$100 - \$90 paid by the participant and \$10 paid by Community Corrections.

It is expected that participants will attend approximately 16 group sessions to complete the program. Community Corrections will receive a copy of assessment, weekly attendance and progress reports. Offender's signatures must be on all attendance sheets. The participant and the agent will receive a letter of completion after successful completion of program.

Larry LaCross
President/ CEO
1000 Hastings St.
Traverse City, MI 49686
989-356-6385

Sarah Hegg, LLP, CAADC
Clinical Supervisor
421. S. Mitchell St.
Cadillac, MI 49601

CATHOLIC HUMAN SERVICES

Signature: Date:  9/14/26

Catholic Human Services
Program Description

CCAB Chairman

Signature: _____ Date: _____

**OPIOID SETTLEMENT FUNDS
FUNDING AGREEMENT
BETWEEN
THE COUNTY OF WEXFORD
AND
CATHOLIC HUMAN SERVICES, INC.**

THIS AGREEMENT is made and entered by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (, with offices at 437 E Division St. Cadillac, MI 49601 hereinafter referred to as the “County”) and **CATHOLIC HUMAN SERVICES, INC.**, with offices at 1000 Hastings, Traverse City, 49686 (hereinafter referred to as the “Recipient”).

RECITALS:

WHEREAS, the County has received and will continue to receive funding from defendants of the national opioid litigation (the “Opioid Litigation”) and the resulting settlement of which the County was participant. The County’s claims formed part of the basis of the national settlement and payments to plaintiffs from defendants, with some payments scheduled to continue until 2040 (“Settlement Payments”). The Opioid Litigation parties have agreed to the described Settlement Payments subject to the ongoing financial viability of each of the Opioid Litigation defendants. The Opioid Litigation settlement provides for the Settlement Payments to be expended for enumerated treatment and prevention programs and services; and

WHEREAS, the County developed and adopted a Plan of Implementation (the “Plan”) that prescribes how it will allocate the settlement funds for programs, services, targeted audience, intended outcomes and entities who will receive funding. Prior to adopting the Plan, the County received input and review of the Plan from outside third parties and concurrence on the Plan; and

WHEREAS, the County has determined to grant funding to the “Recipient” and the funding will be directed to provide Peer Recovery Coach to assist qualified individuals in increasing the quality of individual functioning supporting recovery for opioid use and substance use disorders. (“the Program”). Funding will be provided in amount not to exceed **SEVENTY THOUSAND and 00/100 Dollars (\$70,000.00)** (the “Award Amount”); and

WHEREAS, the County has determined that the Program is consistent with the abatement strategies set forth in the Opioid Litigation settlement List of Opioid Remediation Uses originally marked Exhibit “E” in the settlements.

WHEREAS, the Recipient is a qualified provider of the services herein staffed with personnel knowledgeable and experienced with the type of services required by the

County, and has agreed to provide the County with such services subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties understand and acknowledge by executing this Agreement the County will not provide additional funding in excess of the Award Amount. Any costs of the Program, including any overruns or other expenses not expressly agreed to in writing prior to the expenses being incurred, will not be a liability on the part of the County, and will be the sole responsibility of the Recipient; and

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

1. **Agreement Term and Termination.** This Agreement is effective October 1, 2026 and continue until September 30, 2027.

Either Party may immediately, upon written notice to the other Party, terminate this Agreement for cause if the other Party is in breach of any provision hereof or is in breach of any provision of applicable Law, including the failure of the Recipient to provide all necessary assistance the County requires to comply with the provisions of its related regulations and any reporting of program and service data.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement upon 30 days prior written notice to the Recipient. In the event of termination, all finished and unfinished records, data, studies, reports and other items prepared by Recipient shall become the property of the County and Recipient shall promptly deliver such items to the County. Recipient shall be compensated for all work completed as of the effective date of termination.

2. **Services to be Performed by the Recipient .** The services the Recipient shall provide shall be as set forth in the attached Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event there are conflicting terms and conditions between Exhibit A and this Agreement, the terms of this Agreement will prevail.
3. **Personnel.** It is expressly understood and agreed by the Recipient that all services required to be performed under this Agreement shall be performed by such personnel of the Recipient whom are qualified and experienced in performing the type of services required by this Agreement. The peer recovery coach will work at the County 37.5 hrs a week, Monday through Friday.
4. **Compensation.** It is expressly understood and agreed the total compensation the Recipient is to receive under this Agreement for the services performed shall not exceed the Award Amount. The Recipient shall submit monthly invoices to the County and additional supporting documentation sufficient in the opinion of the County to support the payment request. The County shall monthly remit the Recipient the gross sum of \$5,833.33 with fifteen (15) days of receipt of the invoice

and/or the sufficient supporting documentation/ Any costs of the Program and services in excess of the Award Amount shall be the sole responsibility of the Recipient.

5. **Future Funding.** County is not, as a result of entry into or performance by either party under this Agreement, obligated to provide future grants, program-related investments, or other financial or technical support to Recipient, or to extend the relationship with Recipient in any respect, or to engage in any other transaction or relationship with Recipient. Recipient acknowledges that County has not made to Recipient any representations, promises, or assurances about future funding or other support.
6. **Records.** The Recipient shall comply with the following records requirements:
 - A. Recipient shall keep complete and accurate records for the services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to County and County upon request.
 - B. Recipient shall assure the confidentiality of any records that are required by law to be so maintained.
 - C. Recipient shall prepare and forward such additional or supplementary records as the County may reasonably request.

The County or its designee may audit the Recipient to verify compliance with this Agreement. The Recipient must retain and provide to the County or its designee and/or auditor general upon request, all financial and accounting records related to this Agreement through the Term of this Agreement and for three (3) years after the later of the date of submission of the final expenditure report for the Award Amount.

If an audit, litigation, or other action involving the records is initiated before the end of the Financial Audit Period, the Recipient must retain the records until all issues are resolved. This right of audit is limited to matters within the scope of this Agreement unless there is a separate constitutional or statutory basis for such audit.

7. **Reports.** The Recipient shall prepare and submit to the County such reports on services performed under this Agreement as the County may require. Such reports may include, but shall not be limited to, expenditures and receipt reports. The Recipient will comply with the County's policy for Recipient monitoring and provide all required documentation upon request of the County including (1) written responses for Recipient services provided, (2) all financial or non-financial reporting requested by the County related to the Award, (3) written responses to internal control questionnaires.

8. **Title to Records and Documents Pertaining to Activities Performed Under this Agreement.** The County, with the exception of the Recipient's

personnel and financial records, shall have the sole and exclusive right, title and ownership to any and all records, documents, papers, reports, charts, maps, graphics or manuscripts prepared for or pertaining specifically to the services to be performed under this Agreement. Upon completion or termination of this Agreement, all such materials shall be turned over to the County by the Recipient. The Recipient may retain reproducible copies of all such materials, but may not obtain any copyright, title or interest therein.

9. Compliance with the Law. The Recipient shall provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. The laws of the State of Michigan will control in the construction and enforcement of this Agreement.

10. Compliance with Health Insurance Portability and Accountability Act of 1996. The Recipient, its personnel and anyone it may contract with for services to be provided under this Agreement who may have access to records protected by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, as amended, shall comply with all applicable requirements of HIPAA and rules and regulations promulgated pursuant thereto, 45 CFR Parts 160 and 164, as amended. Access shall be limited to the minimum necessary to provide the applicable services.

11. Nondiscrimination. The Recipient, as required by law and/or the County's Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status or political affiliation.

The Recipient shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations and policies prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 *et seq.*), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

12. Independent Contractor. It is expressly understood and agreed that the Recipient is an independent contractor. The employees, servants or agents of the Recipient shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County, and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave. The Recipient shall be responsible for paying all compensation due its personnel for services they have performed under this Agreement, and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Recipient shall carry workers' compensation insurance coverage and pay unemployment compensation coverage for its personnel, as required by law.

13. Liability Insurance. The Recipient shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Compensation Insurance. Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Professional Liability Insurance. Professional Liability Insurance (Errors and Omissions) covering professionals providing services with limits of not less than \$500,000.00 per claim.
- C. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Product and Completed Operations Liability Coverage; (3) Contractual Liability; and (4) Independent Recipient's coverage.
- D. Motor Vehicle Liability. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage. Coverage shall include all owned, non-owned and hired vehicles.
- E. Additional Insured. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County of Wexford, and all of the County of Wexford's elected and appointed officials, and employees.

- F. Cancellation Notice. Workers' Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to the County as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Wexford Board of Commissioners, 437 E Division St., Cadillac, MI 49601.
- G. Proof of Insurance. The Recipient shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.
14. Indemnification and Hold Harmless. The Recipient shall, at its own expense, protect, defend, indemnify, save and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the County and its elected and appointed officers, employees, and agents may incur as a result of any breach of this Agreement, violation of any Federal or State of Michigan law or regulation, intentional torts, or negligent acts or omissions of the Recipient or any of its employees, agents or subcontractors that may arise out of this Agreement. The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the Recipient pursuant to the requirements of this Agreement.

The Recipient's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Recipient .

15. 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.

In no event shall the making by the County of any payment due to the Recipient constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which any then exist, on the part of the Recipient, and the making of any such payment by the County while

any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

16. **Force Majeure.** Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, epidemics, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, that prevent the claiming Party from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.
17. **Non-Beneficiary Contract.** Nothing expressed or referred to in this Agreement is intended or shall be construed to give any person other than the Parties to this Agreement or their respective successors or permitted assignees any legal or equitable right, remedy or claim under or in respect of this Agreement, it being the intention of the Parties that this Agreement and the transactions contemplated hereby shall be for the sole and exclusive benefit of such Parties or such successors and permitted assignees. The Recipient's suppliers or providers are not considered the Recipient's assignees and are not third-party beneficiaries.
18. **Amendment or Modification.** All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.
19. **Assignment or Subcontracting.** The Recipient shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of the County.
20. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Recipient acknowledges and agrees that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

21. **Disregarding 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.
22. **Complete Agreement.** This Agreement, and the attached Exhibit A contain 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.
23. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
24. **Certification of Authority to Sign Agreement.** The persons signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

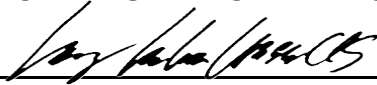
IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed and entered into this Agreement on the day and year written next to their signatures.

COUNTY OF WEXFORD

By: _____
Gary Taylor, Chairperson
County Board of Commissioners

Date

CATHOLIC HUMAN SERVICES, INC.

By: 
(Signature)
Name: Larry LaCross
(Print or Type)
Title: President/CEO
(Print or Type)

9/18/26
Date

EXHIBIT A

Opioid Recovery Funds Request for Funds Catholic Human Services

Opioid Recovery Funds Request for Funds: Catholic Human Services

Catholic Human Services is an outpatient treatment provider, serving Wexford County. We have established collaborative efforts with the court system, Harm Reduction, hospitals, police and EMS. Through the use of both clinicians and peer recovery coaches, we have had success in reducing recidivism with inmates being released from jail by providing valuable resources and opportunities for individuals to be supported while in recovery. Our current funding for this position will be ending. Through the use of funds, CHS is hoping to have our peer recovery coach work with jail staff and inmates to continue a better transition from incarceration. The peer recovery coach will help the inmate set up aftercare with substance use counseling, medical appointments, probation appointments and other linkage of needed services. This will help with compliance with treatment and probation, and the community will be able to see what we have already seen; decreased recidivism, decreased fatal overdoses and increase in compliance and follow through with establishing connections with recovery and social services supports.

The peer recovery coach will work **37.5 hrs a week**, Monday through Friday. The person in this position provides evaluation, educational, early intervention, and peer recovery coaching services to individuals to assist them in increasing the quality of individual functioning supporting recovery for opioid use and substance use disorders. The person in this position also monitors services or recovery from a variety of resources on behalf of and in collaboration with clients who have a substance use disorder, specifically for opioid use disorder. The peer recovery coach will connect with Wexford County jail and or the local hospital onsite on a weekly basis working with clients who are part of an underserved population, including persons on medication assisted treatment and who are incarcerated in county jails, women, and those who lack appropriate insurance or have insurance but these services are not part of their covered insurance plan.

The goal is to improve outcomes, improve access to services upon discharge, reduce wait times to access services upon discharge, and reduce risk of overdose death upon discharge from jail. The level and intensity of involvement of the peer recovery coaching services should depend on the client, as identified in the individualized assessment and/or treatment planning process.

Grant Agreement Between
Michigan Department of Health and Human Services
hereinafter referred to as the "Department"
and
COUNTY OF WEXFORD
DBA: Wexford County of Prosecutor
437 E. Division Street
Cadillac MI 49601 1998
Federal I.D.#: 38-6007337, Unique Entity Identifier: ELBVKK7YL1T1
hereinafter referred to as the "Grantee"
for
Victim Rights Prosecutor - 2027
Part 1

1. Period of Agreement:

This Agreement will commence on the date of the Grantee's signature or October 1, 2026, whichever is later, and continue through September 30, 2027. Throughout the Agreement, the date of the Grantee's signature or October 1, 2026, whichever is later, will be referred to as the start date. No activity will be performed and no costs to the state will be incurred prior to the start date of the Agreement. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount:

A. Agreement Amount

The total amount of this Agreement is \$53,967.00. Under the terms of this Agreement, the Department will provide funding not to exceed \$53,967.00. The source of funding provided by the Department can be obtained in the Schedule of Financial Assistance, available on-demand in the EGrAMS electronic grants management system (<http://egram-mi.com/mdhhs>).

The Agreement is designated as a:

- Subrecipient relationship (federal funding); or
- ☒ Recipient (non-federal funding).

The Agreement is designated as:

- Research and development project; or
- ☒ Not a research and development project.

B. Equipment Purchases and Title

Any Grantee equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be attached to the Final Financial Status Report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit. Title to items having a unit acquisition cost of less than \$10,000 will vest with the Grantee upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$10,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Purpose:

The focus of the program is to establish procedures and develop budgetary and training criteria to implement the requirements of William Van Regenmorter Crime Victim Rights Act, P. A. 87 of 1985.

4. Statement of Work:

The Grantee agrees to undertake, perform and complete the activities described in Attachment A, which is part of this Agreement.

5. Financial Requirements:

The financial requirements must be followed as described in Part 2 and Attachment B, which are part of this Agreement.

6. Performance/Progress Report Requirements:

The progress reporting methods must be followed as described in Part 2 and Attachment C, which are part of this Agreement.

7. General Provisions:

The Grantee agrees to comply with the General Provisions as described in Part 2 and Attachment C, which are part of this Agreement.

8. **Administration of the Agreement:**

The person acting for the Department in administering this Agreement (hereinafter referred to as the Contract Manager) is:

Shalonna Banks Director (517) 242-5260
bankss1@michigan.gov

Name	Title	Telephone No.	Email Address
------	-------	---------------	---------------

9. **Grantee's Financial Contact for the Agreement:**

The financial contact acting on behalf of the Grantee for this Agreement is:

Kristi Nottingham Financial Director

Name	Title
------	-------

treasurer@wexfordcounty.org (231) 779-9475

E-Mail Address	Telephone No.
----------------	---------------

10. Special Conditions:

- A. This Agreement is valid upon approval and execution by the Department which may be contingent upon approval by the State Administrative Board, and signature by the Grantee.
- B. This Agreement is conditionally approved subject to and contingent upon the availability of funds.
- C. The funding provided by the Department under this Agreement is in exchange for all of the duties and restrictions placed on the Grantee through this Agreement.
- D. Based on the availability of funding, the Department may specify the amount of funding the Grantee may expend during a specific time period within the Agreement Period.
- E. The Department will not assume any responsibility or liability for costs incurred by the Grantee prior to the start date of this Agreement.
- F. The Grantee is required by MCL 18.1101 *et seq* to receive payments by electronic funds transfer.

11. Special Certification:

The individual or officer signing this Agreement certifies by their signature that they are authorized to sign this Agreement on behalf of the responsible governing board, official, or Grantee.

12. Signature Section:

FOR the GRANTEE

Wexford County of Prosecutor

Name	Title	Date
For the Michigan Department of Health and Human Services		
<i>Laura Geist</i>		
Laura Geist	Division Director	09/22/2026

Name	Title	Date
------	-------	------

Part 2
General Provisions

I. Responsibilities - Grantee

The Grantee, in accordance with the general purposes and objectives of this Agreement, must abide by the following:

A. Publication Rights

1. For materials produced in collaboration with both parties, ownership vests in both parties. For materials produced solely by grantee, grantee retains ownership, but provides the Department a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials copyrighted by the Grantee and authorizes others to reproduce and use such materials. The copyrighted materials cannot include recipient information or personal identification data.
2. Obtain prior written authorization from the Department's Office of Communications to use the Department's name for any materials copyrighted by the Grantee or modifications prior to reproduction and use of such materials.
3. The state of Michigan may modify the material copyrighted by the Grantee and may combine it with other copyrightable intellectual property to form a derivative work. The state of Michigan will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to the Grantee. If the Grantee ceases conducting business for any reason or ceases to support the copyrightable materials developed under this Agreement, the state of Michigan has the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations the Grantee has.
4. Obtain written authorization prior to publication or presentation, at least 14 days in advance, from the Department's Office of Communications, and give recognition to the Department in any and all publications, papers, and presentations arising from the Agreement activities.
5. Notify the Department's Bureau of Grants and Purchasing 30 days before applying to register a copyright with the U.S. Copyright Office. The Grantee must submit an annual report for all copyrighted materials developed by the Grantee through activities supported by this Agreement and must submit a final invention statement and certification within 60 days of the end of the Agreement period.
6. Not make any media releases related to this Agreement, without prior written authorization from the Department's Office of Communications.

B. Fees

1. Guarantee that any claims made to the Department under this Agreement will not be financed by any sources other than the Department under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to budget the additional source of funds and reflect the source of funding on the Financial Status Report.
2. Make reasonable efforts to collect 1st and 3rd party fees, where applicable, and report those collections on the Financial Status Report. Any under recoveries of otherwise available fees resulting from failure to bill for eligible activities will be excluded from reimbursable expenditures.

C. Grant Program Operation

1. Provide the necessary administrative, professional, and technical staff for operation of the grant program. The Grantee must obtain and maintain all necessary licenses, permits, or other authorizations necessary for the performance of this Agreement.
2. Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not commingled with any other funds.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the start date of this Agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. The Grantee must assure that all terms of the Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement will be maintained for a period of not less than four (4) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. The retention schedule may be modified if required. This section applies to the Grantee, any parent, affiliate, or subsidiary organization of the Grantee and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within 10 calendar days of providing notification and at reasonable times, access by authorized representatives of the Department, federal grantor agency, Inspectors General, Comptroller General of the United States, and State Auditor General, or any of their

duly authorized representatives, to records, papers, files, documentation, and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule, or regulation.

2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of the Department when those individuals request access to the Grantee's grant records. This includes requests to obtain records and to provide information regarding those records.

G. Audits

This section only applies to Grantees designated as subrecipients by the Department (see Part 1, Section 2 A.).

1. Required Audit or Audit Exemption Notice

Submit to the Department either a Single Audit, Financial Related Audit or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Grantees that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Grantees must also submit a corrective action plan prepared in accordance with 2 CFR 200.511(c) for any audit findings that impact the Department funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Grantees that are a state, local government, or non-profit organization that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of 2 CFR 200 Subpart F. The Single Audit reporting package must include all components described in 2 CFR 200.512 (c).

b. Financial Related Audit

Grantees that are for-profit organizations that expend \$1,000,000 or more in federal awards during the Grantee's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards, or an audit that meets the requirements contained in 2 CFR 200 Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Grantees exempt from the Single Audit and Financial Related

Audit requirements (a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions. The template Audit Exemption Notice and further instructions are available at State of Michigan - MDHHS by selecting Inside MDHHS – MDHHS Audit - Audit Reporting.

2. Financial Statement Audit

Grantees exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact the Department funded programs including but not limited to fraud, going concern uncertainties, financial statement misstatements and violations of the Agreement requirements. If submitting a Financial Statement Audit, Grantees must also submit a corrective action plan for any audit findings that impact the Department funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the Grantee's fiscal year by e-mail to MDHHS-AuditReports@michigan.gov. Single Audit reports must be submitted simultaneously to the Department and Federal Audit Clearinghouse, in accordance with 2 CFR 200.512(a). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Penalty

a. Delinquent Single Audit or Financial Related Audit

If the Grantee does not submit the required Single Audit or Financial Related Audit, including any management letter and applicable corrective action plan(s), within nine months after the end of the Grantee's fiscal year, the Department may withhold from any payment from the Department to the Grantee an amount equal to five percent of the audit year's grant funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld if the Grantee is more than 120 days delinquent in meeting the filing requirements. The Department may terminate

any current grant agreements if the Grantee is more than 180 days delinquent in meeting the filing requirements.

b. Delinquent Audit Exemption Notice

Failure to submit the Audit Exemption Notice, when required, may result in withholding from any payment from Department to the Grantee an amount equal to one percent of the audit year's grant funding until the Audit Exemption Notice is received.

5. Other Audits

The Department or federal agencies may also conduct or arrange for agreed upon procedures or additional audits to meet their needs.

H. Subrecipient Monitoring

1. When passing federal funds through to a subrecipient (if the Agreement does not prohibit the passing of federal funds through to a subrecipient), the Grantee must:
 - a. Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information required by 2 CFR 200.332.
 - b. Ensure the subrecipient complies with all the requirements of this Agreement.
 - c. Evaluate each subrecipient's risk for noncompliance as required by 2 CFR 200.332(b).
 - d. Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subawards; that subaward performance goals are achieved; and that all monitoring requirements of 2 CFR 200.332(d) are met including reviewing financial and programmatic reports, following up on corrective actions, and issuing management decisions for audit findings.
 - e. Verify that every subrecipient is audited as required by 2 CFR 200 Subpart F.
2. Develop a subrecipient monitoring plan that addresses the above requirements and provides reasonable assurance that the subrecipient administers federal awards in compliance with laws, regulations, and the provisions of this Agreement, and that performance goals are achieved. The subrecipient monitoring plan should include a risk-based assessment to determine the level of oversight and monitoring activities, such as reviewing financial and performance reports, performing site visits, and maintaining regular contact with subrecipients.
3. Establish requirements to ensure compliance for for-profit subrecipients as required by 2 CFR 200.501(h), as applicable.

4. Ensure that transactions with subrecipients/contractors comply with laws, regulations, and provisions of contracts or grant agreements.

I. Notification of Modifications

Provide notification to the Department within 14 days or sooner if circumstances warrant, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of statement of work, funding, or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with the Department's data systems for activities provided under this Agreement, including but not limited to stored data, databases, and interfaces for the production of work products and reports. All required data under this Agreement must be provided in an accurate and timely manner without interruption, failure, or errors due to the inaccuracy of the Grantee's business operations for processing data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data includes data and information provided to Grantee or Grantee's Subcontractor by or on behalf of the State or federal government, and all data and information derived therefrom, is the exclusive property of the State or federal government.

K. Human Subjects

Comply with Federal Policy for the Protection of Human Subjects, 45 CFR 46. The Grantee agrees that prior to the initiation of the research, the Grantee will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the Department or in programs which receive funding from or through the state of Michigan, to the Department's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the Department's IRB can only accept the review and approval of another institution's IRB under a formally approved interdepartmental agreement. The manner of the review will be agreed upon between the Department's IRB Chairperson and the Grantee's authorized official.

L. Mandatory Disclosures

1. Disclose to the Department in writing within 14 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subcontractor, or an officer or director of Grantee or subcontractor that arises during the term of this Agreement including:
 - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement;

- b. A criminal Proceeding;
 - c. A parole or probation Proceeding;
 - d. A Proceeding under the Sarbanes-Oxley Act;
 - e. A civil Proceeding involving:
 - 1. A claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or
 - 2. A governmental or public entity's claim or written allegation of fraud; or
 - 3. Any complaint filed in a legal or administrative proceeding alleging the Grantee or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or
 - f. A Proceeding involving any license that Grantee is required to possess to perform under this Agreement.
 - g. Any criminal activity that occurs by an employee, agent, or subcontractor of Grantee while conducting activities pursuant to this Agreement.
2. Notify the Contract Manager, at least 90 calendar days before the effective date, of a change in Grantee's ownership or executive management.

M. Statement of Work Progress Reports

Submit quarterly Statement of Work progress reports to the Department via the <http://egramms-mi.com/mdhhs> website by the 15th day of the month following the end of the quarter and a final report no later than 15 days following the end of this Agreement.

N. Conflict of Interest and Code of Conduct Standards

- 1. Be subject to the provisions of MCL 15.321 *et seq*, as amended, MCL Act 15.341 *et seq*, as amended, and 2 CFR 200.318 (c)(1) and (2).
- 2. Uphold high ethical standards and be prohibited from the following:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any state employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of this Agreement.

3. Immediately notify the Department of any violation or potential violation of these standards. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subcontractor that performs activities in connection with this Agreement.

O. Travel Costs

1. Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to activities provided under this Agreement.
 - a. If the Grantee has a documented policy related to travel reimbursement for employees and if the Grantee follows that documented policy, the Department will reimburse the Grantee for travel costs at the Grantee's documented reimbursement rate for employees. Otherwise, the state of Michigan travel reimbursement rate applies.
 - b. Federally funded Grantees must comply with Title 2 CRF 200.475.
 - c. State of Michigan travel rates may be found at the following website: http://www.michigan.gov/dtmb/0,5552,7-358-82548_13132---,00.html.
 - d. International travel must be pre-approved by the Department and itemized in the budget.

P. Federal Funding Accountability and Transparency Act (FFATA)

1. Complete and upload the FFATA Executive Compensation report to the EGrAMS agency profile if:
 - a. The Grantee's federal revenue was 80% or more of the Grantee's annual gross revenue; AND
 - b. Grantee's gross revenue from federal awards was \$25,000,000 or more; AND
 - c. The public does not have access to the information about executive officers' compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.
2. The FFATA Executive Compensation report template can be found in EGrAMS documents.

Q. Insurance Requirements

1. Maintain at least a minimum of the insurances or governmental self-insurances listed below and be responsible for all deductibles. All required insurance or self-insurance must:
 - a. Protect the state of Michigan from claims that may arise out of, are alleged to arise out of, or result from Grantee's or a subcontractor's performance;

- b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
- c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or self or governmental self-insurance.

2. Insurance Types

- a. Commercial General Liability Insurance or Governmental Self-Insurance: Except for Governmental Self-Insurance, policies must be endorsed to add "the state of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.

If the Grantee will interact with children, schools, or the cognitively impaired, the Grantee must maintain appropriate insurance coverage related to sexual abuse and molestation liability.

- b. Workers' Compensation Insurance or Governmental Self-Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
- c. Employers Liability Insurance or Governmental Self-Insurance.
- d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

- 3. Require that subcontractors maintain the required insurances contained in this Section.
- 4. This Section is not intended to be construed in any manner as waiving, restricting, or limiting the liability of the Grantee from any obligations under this Agreement.
- 5. Grantee must promptly notify the Department of any knowledge regarding an occurrence which the Grantee reasonably believes may result in a claim against the Department. The Grantee must cooperate with the Department regarding such claim.

R. Fiscal Questionnaire

- 1. Complete and upload the yearly fiscal questionnaire to the EGrAMS agency profile within three months of the start of the Agreement.
- 2. The fiscal questionnaire template can be found in EGrAMS documents.

S. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information similar or substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: Home Page - ICHAT Menu (michigan.gov)
 - b. Michigan Public Sex Offender Registry:
<http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, subcontractor, subcontractor employee, or volunteer who under this Agreement works directly with children.
 - a. Central Registry: https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html
3. Require each new employee, employee, subcontractor, subcontractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify the Grantee in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with clients or accessing client information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, subcontractor, subcontractor employee, or volunteer from performing work directly with children under this Agreement, based on the results of a positive CR response or reported perpetrator identification.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contain confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed.

T. Real Property Acquisitions

1. Real property means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
2. Adhere to the following if property acquisition is supported in whole or in part through this Agreement:
 - a. The property will be used to support the expansion of the services identified through this Agreement.
 - b. The property shall not be conveyed, transferred, or leased, either wholly or partially, whether in fee, by easement, or otherwise, for a period of seven years, unless the Department provides written approval and consent.
 - c. These restrictions must be recorded with the Warranty Deed and a copy must be provided to the Department.
 - d. The above property acquisition requirements are continuing obligations that survive the termination or expiration of the Agreement.

U. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), including its accessibility standard for websites, applications, content and documents. All grant activities created, provided, or made available by Grantee under this agreement in a digital format, including but not limited to, websites, applications, software, mobile applications, text, images, sounds, videos, controls, animations, links, and documents (including files in the following formats: PDF, word processing, presentation, and spreadsheet) must comply with the accessibility standards provided in the Digital Accessibility Standards, located at <https://www.michigan.gov/standards>.

II. Responsibilities - Department

The Department, in accordance with the general purposes and objectives of this Agreement, will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records, and documentation maintained by the Grantee.

B. Report Forms

Provide any report forms and reporting formats required by the Department at the start date of this Agreement and provide to the Grantee any new report forms and reporting formats proposed for issuance thereafter at least 30 days prior to their required usage in order to afford the Grantee an opportunity to review.

III. Assurances

The Grantee gives the following assurances to the Department:

A. Compliance with Applicable Laws

The Grantee will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement. The Grantee will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this Agreement. The Grantee will comply with all applicable requirements in the original grant awarded to the Department if the Grantee is a subgrantee. The Department may determine that the Grantee has not complied with applicable federal or state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part 2, Section V.

B. Anti-Lobbying Act

The Grantee will comply with the Anti-Lobbying Act (31 U.S.C. 1352) as revised by the Lobbying Disclosure Act of 1995 (2 U.S.C. 1601 *et seq.*), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act. Further, the Grantee must require that the language of this assurance be included in the award documents of all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

C. Non-Discrimination

1. The Grantee must comply with the Department's non-discrimination statement: "The Michigan Department of Health and Human Services does not discriminate against any individual or group on the basis of race, national origin, color, sex, disability, religion, age, height, weight, familial status, partisan considerations, or genetic information. Sex-based discrimination includes, but is not limited to, discrimination based on sexual orientation, gender identity, gender expression, sex characteristics, and pregnancy."
2. The Grantee further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom, will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.2101 *et seq.*) and the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), and any breach thereof may be regarded as a material breach of this Agreement.

3. The Grantee will comply with all federal and state statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color, or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, 1685-1686), which prohibits discrimination based on sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination based on age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination based on alcohol abuse or alcoholism;
 - g. Sections 523 and 527 of the Public Health Service Act of 1944 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
4. Additionally, assurance is given to the Department that proactive efforts will be made to identify and encourage the participation of minority-owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. The Grantee must include language in all contracts awarded under this Agreement which (1) prohibits discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) makes discrimination a material breach of contract.

D. Debarment and Suspension

The Grantee will comply with federal regulation 2 CFR 180 and certifies to the best of its knowledge and belief that it, its employees, and its subcontractors:

1. Are presently not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in section 2;
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default; and
5. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

E. Pro-Children Act

1. The Grantee will comply with the Pro-Children Act of 1994 (P.L. 103-227; 20 U.S.C. 6081, *et seq.*), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education, or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Grantee also assures that this language will be included in any subawards which contain provisions for children's activities.
2. The Grantee also assures, in addition to compliance with P.L. 103-227, any activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking must not be permitted anywhere in the facility, or those parts of the facility under the

control of the Grantee. If activities are delivered in facilities or areas that are not under the control of the Grantee (e.g., a mall, restaurant, or private work site), the activities must be smoke-free.

F. Hatch Act and Intergovernmental Personnel Act

The Grantee will comply with the Hatch Act (5 U.S.C. 1501-1508, 5 U.S.C. 7321-7326), and the Intergovernmental Personnel Act of 1970 (P.L. 91-648), as amended by Title VI of the Civil Service Reform Act of 1978 (P.L. 95-454). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

G. Employee Whistleblower Protections

The Grantee will comply with 41 U.S.C. 4712 and must insert this clause in all subcontracts.

H. Clean Air Act and Federal Water Pollution Control Act

The Grantee will comply with the Clean Air Act (42 U.S.C. 7401-7671(q)) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported to the Department.

I. Victims of Trafficking and Violence Protection Act

The Grantee will comply with the Victims of Trafficking and Violence Protection Act of 2000 (P.L. 106-386), as amended.

This Agreement and anyone working on this Agreement will be subject to P.L. 106-386 and must comply with all applicable standards, orders, or regulations issued pursuant to this Act. Violations must be reported to the Department.

J. Procurement of Recovered Materials

The Grantee will comply with section 6002 of the Solid Waste Disposal Act of 1965 (P.L. 89-272), as amended.

This Agreement and anyone working on this Agreement will be subject to section 6002 of P.L. 89-272, as amended, and must comply with all applicable standards, orders, or regulations issued pursuant to this Act. Violations must be reported to the Department.

K. Subcontracts

For any subcontracted activity or product, the Grantee will ensure:

1. That a written subcontract is executed by all affected parties prior to the initiation of any new subcontract activity or delivery of any subcontracted product. Exceptions to this policy may be granted by the Department if the Grantee asks the Department in writing within 30 days of execution of the Agreement.
2. That any executed subcontract to this Agreement must require the

subcontractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the subcontract, the provisions of this Agreement will prevail.

A conflict between this Agreement and a subcontract, however, will not be deemed to exist where the subcontract:

- a. Contains additional non-conflicting provisions not set forth in this Agreement;
 - b. Restates provisions of this Agreement to afford the Grantee the same or substantially the same rights and privileges as the Department; or
 - c. Requires the subcontractor to perform duties and/or activities in less time than that afforded the Grantee in this Agreement.
3. That the subcontract does not affect the Grantee's accountability to the Department for the subcontracted activity.
 4. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and activities.
 5. That the Grantee will submit a copy of the executed subcontract if requested by the Department.

L. Procurement

1. Grantee will ensure that all purchase transactions, whether negotiated or advertised, are conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200.
2. The funds must not be used for the purchase of foreign goods or services, or both, if competitively priced and of comparable quality American goods or services, or both, are available.
3. Preference must be given to goods and services manufactured or provided by Michigan businesses, if they are competitively priced and of comparable quality.
4. Preference must be given to goods and services that are manufactured or provided by Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality.
5. Records must be sufficient to document the significant history of all purchases and must be maintained for a minimum of four (4) years after the end of the Agreement period.

M. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to the Grantee under this Agreement, the Grantee assures that it is in compliance with requirements of HIPAA including the following:

1. The Grantee must not share any protected health information provided by the Department that is covered by HIPAA except as permitted or required by applicable law, or to a subcontractor as appropriate under this Agreement.
2. The Grantee will ensure that any subcontractor will have the same obligations as the Grantee not to share any protected health data and information from the Department that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Grantee must only use the protected health data and information for the purposes of this Agreement.
4. The Grantee must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Grantee's employees.
5. The Grantee must have a policy and procedure to immediately report to the Department any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Grantee becomes aware. The Grantee will work with the Department to mitigate the breach and will provide assurances to the Department of corrective actions to prevent further unauthorized uses or disclosures. The Department may demand specific corrective actions and assurances and the Grantee must provide the same to the Department.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part 2, Section V.
7. In accordance with HIPAA requirements, the Grantee is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation the Department's costs in responding to a breach received by the Grantee from the Department or any other source.
8. The Grantee will enter into a business associate agreement should the Department determine such an agreement is required under HIPAA.

N. Website Incorporation

The Department is not bound by any content on Grantee's website or other internet communication platforms or technologies, unless expressly incorporated directly into this Agreement. The Department is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by the Department. The Grantee must not refer to the Department on the Grantee's website or other internet communication platforms or technologies without the prior written approval of the Department.

O. Survival

The provisions of this Agreement, including all attachments and addendums, that impose continuing obligations will survive the expiration or termination of this Agreement.

P. Non-Disclosure of Confidential Information

1. The Grantee agrees that it will use confidential information solely for the purpose of this Agreement. The Grantee agrees to hold all confidential information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give, or disclose such confidential information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such confidential information for any purpose whatsoever other than the performance of this Agreement. The Grantee must take all reasonable precautions to safeguard the confidential information. These precautions must be at least as great as the precautions the Grantee takes to protect its own confidential or proprietary information.

2. Meaning of Confidential Information

Within this Agreement, the term "confidential information" means all information and documentation that:

- a. Has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party;
- b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

3. The term "confidential information" does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of

Information Act (FOIA);

- b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through, or on behalf of, the receiving party).
4. The Grantee must notify the Department within one business day after discovering any unauthorized use or disclosure of confidential information. The Grantee will cooperate with the Department in every way possible to regain possession of the confidential information and prevent further unauthorized use or disclosure.

Q. Cap on Salaries

None of the funds awarded to the Grantee through this Agreement will be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy — Pay & Leave — Salaries & Wages. The salary rate limitation does not restrict the salary that a Grantee may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Operating Advance

1. Operating Advance Requests

An operating advance may be requested by the Grantee to assist with program operations necessary for achieving the objectives set forth in this Agreement. The amount requested to be advanced must not exceed 16.67% of the total state agreement amount. The operating advance amount requested must be reasonable in relation to factors including but not limited to program requirements, the period of the Agreement, and the financial obligation. To initiate a request, the Grantee must follow these guidelines.

- a. The Grantee must ensure all requests for an operating advance are prepared and submitted in accordance with the specific guidelines and procedures as outlined in Part II, Chapter 10, Section 200 of the Financial Management Guide.

FMG

- b. The Grantee must address all requests for an operating advance to the Contract Manager, as identified in Part 1, Section 8 of this grant agreement.
 - c. The request must be submitted in writing on the Grantee's official letterhead and include the following information:
 - 1. Grant program name;
 - 2. Grantee agency name;
 - 3. Grant agreement number;
 - 4. Amount of the advance being requested;
 - 5. A detailed schedule of expenditures covered by the amount of the advance request, including dates that the expenses are expected to be incurred;
 - 6. A justification statement outlining the necessity of an advance payment for the success of the project;
 - 7. The reason an advance payment is needed in lieu of reimbursement of incurred expenses;
 - 8. The Grantee's most recent audited financial statements.
2. Operating Advance Administration
- The Department may, at its discretion, disburse an initial operating advance payment equal to the amount approved by the department, constituting no more than 16.67% of the grant state agreement amount after the execution of the grant agreement and approval of the operating advance request. The operating advance payments will be administered as follows:
- a. Operating advances will be monitored and adjusted by the Department relative to the Agreement amount.
 - b. The operating advance must be recorded as an account payable liability to the Department in the Grantee's financial records. The operating advance payable liability must remain in the Grantee's financial records until fully recovered by the Department.
 - c. Recovery of the operating advance shall be made through deductions from each payment to the grantee during the fiscal year in which the operating advance was issued.
 - d. The Department reserves the right to accelerate the rate of recovery when, in the sole opinion of the Department, the amount of previous and/or future billings is anticipated to be less than the need to assure full recovery of the operating advance from the current year's award. In such a case,

payments may be adjusted to recover up to 100% of the outstanding operating advance from a single billing

- e. The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or end date of this Agreement, whichever is earliest. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.
- f. The Department requires an annual confirmation of the outstanding operating advance. At the end of either the Agreement period or Department's fiscal year, whichever is earliest, the Grantee must respond to the Department's request for confirmation of the operating advance. Failure to respond to the confirmation request may result in the Department recovering all or part of an outstanding operating advance.

B. Reimbursement Method

The Grantee will be paid for allowable expenditures incurred by the Grantee, submitted for reimbursement on the Financial Status Reports (FSRs), and approved by the Department. Reimbursement from the Department is based on the understanding that Department funds will be paid up to the total Department allocation as agreed to in the approved budget. Department funds are the first source after the application of fees and earmarked sources unless a specific local match condition exists.

C. Financial Status Report Submission

The Grantee must electronically prepare and submit FSRs to the Department via the EGrAMS website <http://egram-mi.com/mdhhs>.

FSRs must be submitted on a monthly basis, no later than 30 days after the close of each calendar month. The monthly FSRs must reflect total actual program expenditures, up to the total agreement amount. Adjustments should not be made to reported expenditures to account for any operational advance funding received. Failure to meet financial reporting responsibilities as identified in this Agreement may result in withholding future payments.

The Grantee representative who submits the FSR is certifying to the best of their knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

The instructions for completing the FSR form are available on the EGrAMS website <http://egram-mi.com/mdhhs>. Send FSR questions to FSRMDHHS@michigan.gov.

D. Reimbursement Mechanism

All Grantees must register using the on-line vendor self-service site to receive all state of Michigan payments as Electronic Funds Transfers (EFT)/Direct Deposits, as mandated by MCL 18.1283a. Vendor registration information is available through the Department of Technology, Management and Budget's web site: <https://www.michigan.gov/sigmavss>.

E. Final Obligations and Financial Status Reporting Requirements

1. Obligation Report

The Obligation Report, based on annual guidelines, must be submitted by the due date established by and using the format provided by the Department's Expenditures Operations Division. The Grantee must provide an estimate of unbilled expenditures through the end of the Department's fiscal year. The information on the report will be used to record the Department's year-end accounts payable and receivable for this Agreement.

2. Department Fiscal Year-End Closing

The Department will notify the Grantee of the date by which FSRs should be submitted to ensure timely payment processing during the Department's fiscal year end closing period.

3. Final FSRs

Final FSRs are due 30 days following the end of the Agreement period. The final FSR must be clearly marked "Final." Final FSRs not received by the due date may result in the loss of funding requested on the Obligation Report and may result in a potential reduction in a subsequent year's Agreement amount.

F. Recoupment

The Department reserves the right to recoup, reclaim, or otherwise collect any funding disbursed under this agreement that are unspent, misused, or outstanding from the grantee.

1. Unobligated Funds

Any unobligated balance of funds held by the Grantee at the end of the Agreement period will be returned to the Department within 30 days of the end of the Agreement or treated in accordance with instructions provided by the Department.

2. Misused Funds

If the Department reasonably determines the funds allocated for an executed grant agreement under this section were misused or their use misrepresented by the grantee, the Department shall not award any additional funds under that executed grant agreement and shall refer the grant for review following internal audit protocols. Funds are considered misused if they are spent in a manner that is not consistent

with the terms, conditions, or purpose(s) outlined in this agreement. Misuse of funds may also include, but is not limited to, fraudulent or illegal activities.

3. Outstanding Operating Advances

The operating advance must be returned to the Department within 30 days of the end of the Department's fiscal year or the end date of this Agreement, whichever is earliest. Outstanding operating advances will be treated in accordance with instructions provided by the Department. Subsequent Department agreements may not be executed if an outstanding operational advance has not been repaid.

G. Indirect Costs

The Grantee may use an approved federal or state indirect rate in their budget calculations and financial status reporting. If the Grantee does not have an existing approved federal or state indirect rate, they may use a 15% de minimis rate in accordance with 2 CFR 200 to recover their indirect costs. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

V. Agreement Termination

This Agreement may be terminated without further liability or penalty to the Department for any of the following reasons:

- A. Upon 30 days written notice, either party may terminate this agreement.
- B. Upon mutual agreement of both parties, this agreement may be terminated immediately.
- C. If Grantee, official of the Grantee, or owner is convicted of any activity referenced in Part 2, Section III. D Suspension and Debarment, the Department may terminate this agreement immediately.
- D. Immediate agreement termination may occur, if the Grantee, as determined by the State, engages in any of the following:
 - 1. Endangers the value, integrity, or security of any facility, data, or personnel; or,
 - 2. Engages in any conduct that may expose the State to liability; or
 - 3. Violates this agreement; or
 - 4. Becomes insolvent, petitions for bankrupt court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor.

VI. Stop Work Order

The Department may suspend any or all activities under this Agreement at any time. The Department will provide the Grantee with a written stop work order detailing the suspension. Grantee must comply with the stop work order upon receipt. The Department will not pay for activities, Grantee's incurred expenses or financial losses, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination, the Grantee must return all State and federal data and provide the Department with all financial, performance, and other reports required as a condition of this Agreement. The Department will make payments to the Grantee for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Grantee must immediately refund to the Department any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining parts of the Agreement will continue in full force and effect.

IX. Waiver

Failure by the Department to enforce any provision of this Agreement will not constitute a waiver of the Department's right to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by the Grantee which would affect the Department funding of any project must be submitted in writing to the Department immediately upon determining the need for such change. The Department has sole discretion to approve or deny the amendment request. The Grantee must, upon request of the Department and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, including loss or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions. The Department is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- C. In the event of data and/or security breaches, the Grantee must:
 - 1. Cooperate with the Department in investigating the occurrence, making

available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the Department;

2. In the case of unauthorized disclosure or breach of confidential information, at the Department's sole election, with approval and assistance from the Department, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
3. Perform or take any other actions required to comply with applicable law as a result of the occurrence, including pay for: any costs associated with the occurrence, any costs incurred by the Department in investigating and resolving the occurrence, and reasonable attorneys fees associated with such investigation, and resolution.

XII. State of Michigan Agreement

This grant agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. Grantee waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Grantee must appoint an agent in Michigan to receive service of process.

A Attachment A - Statement of Work

Objective :	Victim Advocate will provide notices to crime victims as defined in the William VanRegenmorter Crime Victim Rights Act of 1985 (CVRA)
Activity :	Generate and send initial victims' rights information as required by Michigan's CVRA for felony cases pursuant to MCL 780.756.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	100% of victims will receive information under this section within 7 days of defendant's arraignment.
Measurement :	Case tracking system
Activity :	Generate and send initial victims' rights information as required by Michigan's CVRA for juvenile offender cases pursuant to MCL 780.786.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	100% of victims will receive information under this section within 72 hours after filing a juvenile petition.
Measurement :	Case tracking system.
Activity :	Generate and send initial victims' rights information as required by Michigan's CVRA for misdemeanor cases pursuant to MCL 780.816.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	100% of victims will receive information under this section within 48 hours after arraignment/plea.
Measurement :	Case tracking system.
Activity :	Provide the total number of new victims who were given specific information about exercising their crime victim rights.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	This office will provide the total number of new victims who were given specific information about exercising their crime victim rights.
Measurement :	Case tracking system.
Activity :	Provide the number of CVRA eligible victims requesting crime victim rights.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	This office will provide the number of CVRA eligible victims requesting crime victim rights.
Measurement :	Case tracking system.
Activity :	Generate and send notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	100% of victims will receive notification of scheduled court proceedings as required by Michigan's CVRA pursuant to MCL 780.756, 780.786, and 780.816
Measurement :	Case tracking system.

Activity : Generate and send notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, 780.825.

Responsible Staff : Victim Advocate

Date Range : 10/01/2026 - 09/30/2027

Expected Outcome : 100% of victims will receive notification of the defendant's conviction and the victim's right to make a written or oral victim impact statement as required by the CVRA pursuant to MCL 780.763, 780.765, 780.792, 780.793, 780.823, and 780.825.

Measurement : Case tracking system.

Activity : Generate and send the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.

Responsible Staff : Victim Advocate

Date Range : 10/01/2026 - 09/30/2027

Expected Outcome : 100% of victims will receive notification of the final disposition of the defendant's case, including applicable post-conviction forms, as required by the CVRA pursuant to MCL 780.763a(1), 780.772, 780.791a, 780.793(2), 780.828a(2), 780.827.

Measurement : Case tracking system.

Objective : Victim Advocate will provide additional education, referrals, and services to crime victims from a trauma informed/victim centered perspective in conjunction with victim's needs.

Activity : Provide the number of times grantees provided criminal justice advocacy for victims upon request.

Responsible Staff : Victim Advocate

Date Range : 10/01/2026 - 09/30/2027

Expected Outcome : This office will provide number of times grantees provided criminal justice advocacy for victims upon request.

Measurement : Case tracking or comparable system.

Activity : Provide the number of times grantees provided courtroom accompaniment for victims upon request.

Responsible Staff : Victim Advocate

Date Range : 10/01/2026 - 09/30/2027

Expected Outcome : This office will provide the number of times grantees provided courtroom accompaniment for victims upon request.

Measurement : Case tracking or comparable system.

Activity : Provide the number of victims who received Crime Victim Compensation (CVC) application assistance.

Responsible Staff : Victim Advocate

Date Range : 10/01/2026 - 09/30/2027

Expected Outcome : This office will provide the number of victims who received Crime Victim Compensation (CVC) application assistance.

Measurement : Case tracking or comparable system.

Activity : Provide the number of victims who received assistance with MI VINE services.

Responsible Staff : Victim Advocate

Date Range : 10/01/2026 - 09/30/2027

Expected Outcome : This office will provide the number of victims who received assistance with MI VINE services.

Measurement : Case tracking or comparable system.

Activity :	Provide the number of victims who received Address Confidentiality Program (ACP) assistance.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	This office will provide the number of victims who received Address Confidentiality Program (ACP) assistance.
Measurement :	Case tracking or comparable system.

Objective :	Victim Advocates will obtain continuing education from MDHHS-DVS approved training sessions.
Activity :	Full-time Advocate will obtain 16 continuing education credits per grant year.
Responsible Staff :	Victim Advocate
Date Range :	10/01/2026 - 09/30/2027
Expected Outcome :	Our full-time Advocate will obtain 16 continuing education credits per year.
Measurement :	Training log and/or certificate of attendance.

B1 Attachment B1 - Program Budget Summary

PROGRAM Victim Rights Prosecutor - 2027			DATE PREPARED 9/22/2026	
CONTRACTOR NAME Wexford County of Prosecutor			BUDGET PERIOD From : 10/1/2026 To : 9/30/2027	
MAILING ADDRESS (Number and Street) 437 E. Division Street			BUDGET AGREEMENT ☒ Original ☐ Amendment	AMENDMENT # 0
CITY Cadillac	STATE MI	ZIP CODE 49601-1998	FEDERAL ID NUMBER 38-6007337	

	Category	Total	Amount
DIRECT EXPENSES			
Program Expenses			
1	Salary & Wages	44,012.00	44,012.00
2	Fringe Benefits	6,553.00	6,553.00
3	Employee Travel and Training	300.00	300.00
4	Supplies & Materials	1,600.00	1,600.00
5	Subawards – Subrecipient Services	0.00	0.00
6	Contractual - Professional Services	0.00	0.00
7	Communications	0.00	0.00
8	Grantee Rent Costs	0.00	0.00
9	Space Costs	0.00	0.00
10	Capital Expenditures - Equipment & Other	0.00	0.00
11	Client Assistance - Rent	0.00	0.00
12	Client Assistance - All Other	0.00	0.00
13	Other Expense	1,502.00	1,502.00
Total Program Expenses		53,967.00	53,967.00
TOTAL DIRECT EXPENSES		53,967.00	53,967.00
INDIRECT EXPENSES			
Indirect Costs			
1	Indirect Costs	0.00	0.00
2	Cost Allocation Plan	0.00	0.00
Total Indirect Costs		0.00	0.00
TOTAL INDIRECT EXPENSES		0.00	0.00
TOTAL EXPENDITURES		53,967.00	53,967.00

SOURCE OF FUNDS

	Category	Total	Amount	Cash	Inkind
1	Source of Funds				
	MDHHS State Agreement	53,967.00	53,967.00	0.00	0.00
	Fees and Collections - 1st and 2nd Party	0.00	0.00	0.00	0.00
	Fees and Collections - 3rd Party	0.00	0.00	0.00	0.00
	Local	0.00	0.00	0.00	0.00
	Non-MDHHS State Agreements	0.00	0.00	0.00	0.00
	Federal	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	In-Kind	0.00	0.00	0.00	0.00
	Federal Cost Based Reimbursement	0.00	0.00	0.00	0.00
	Total Source of Funds	53,967.00	53,967.00	0.00	0.00
	Totals	53,967.00	53,967.00	0.00	0.00

B2 Attachment B2 - Program Budget - Cost Detail Schedule

	Line Item	Qty	Rate	Units	UOM	Total
DIRECT EXPENSES						
Program Expenses						
1	Salary & Wages					
	Victim Advocate	1950.0000	22.570	0.000	FTE	44,012.00
2	Fringe Benefits					
	Composite Rate Notes : Pay for not signing up for county insurance	0.0000	17.277	37928.000		6,553.00
3	Employee Travel and Training					
	Mileage-Employee Travel and Training	0.0000	0.000	0.000		300.00
4	Supplies & Materials					
	Office Supplies	0.0000	0.000	0.000		1,000.00
	Postage	0.0000	0.000	0.000		600.00
Total for Supplies & Materials						1,600.00
5	Subawards – Subrecipient Services					
6	Contractual - Professional Services					
7	Communications					
8	Grantee Rent Costs					
9	Space Costs					
10	Capital Expenditures - Equipment & Other					
11	Client Assistance - Rent					
12	Client Assistance - All Other					
13	Other Expense					
	DVN Allocation	0.0000	0.000	0.000		1,502.00
Total Program Expenses						53,967.00
TOTAL DIRECT EXPENSES						53,967.00
INDIRECT EXPENSES						
Indirect Costs						
1	Indirect Costs					
2	Cost Allocation Plan					

	Line Item	Qty	Rate	Units	UOM	Total
Total Indirect Costs						0.00
TOTAL INDIRECT EXPENSES						0.00
TOTAL EXPENDITURES						53,967.00

B3 Attachment B3 - Equipment Inventory Schedule

Attachment B3 - Equipment Inventory Schedule

C Attachment C - Performance Report Requirements and Program Specific Requirements

Attachment C - Performance/Progress Report Requirements

**WEXFORD COUNTY AND NORHT LAKE STEET FLATS
ASSUMPTION OF RISK AND LIABILITY DISCLAIMER AGREEMENT**

This agreement is entered into on September 28th 2026, between Wexford County and North Lake Street Flats (The Corporation)

WHEREAS: Corporation District wishes to use the County Lake Street ("Facility"), located at 401 N Lake Street, for the parking of Construction Vehicle and

WHEREAS: in the spirit of public cooperation and as a public service, the County is amenable to parking of construction employee vehicles in the North 12 parking spaces at the Facility during Normal daily operating hours at no charge nor expense to the corporation until Completion of Construction of the North Lakes Flats Apartments under the following terms, conditions and agreements; and

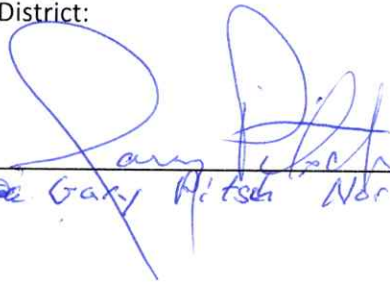
NOW THEREFORE, In consideration of District's use of the Facility for Parking of Construction employee vehicles, at no charge, North Lakes Street Flatts agree to the following:

1. The vehiclies shall only be permitted at the Facility for Parking purposes. There shall be no maintenance services to the vehicles, The only authorized use shall be the parking of Vehicles in those 12 spaces.
2. No flammable or combustible materials, or other hazardous materials or items may be stored in the vehicles while Parked at the Facility.
3. Permission to the District to use the Facility may be suspended or revoked at any time in the sole discretion of the County. To like effect, the location or terms of storage or access may be modified or limited in the sole discretion of the County Board.
4. The Corporation acknowledges and agrees that the County does not warrant the safety or security of the vehicles; and specifically disclaims any such implied warranty. The corporation agrees that the County by permitting, as a public service, parking of the Vehicles at the Facility are not undertaking a duty to safekeep the vehicles, and that this Agreement does not and shall not create an obligation or a legal duty (such as a bailment) on the part of the County to secure and safeguard the vehicles while they are parked at the Facility.
5. Corporation agrees that the County is not and shall not be responsible for any damage or loss to the vehicles (including damage or loss caused by criminal activity, fire, or any other cause including act of god) that occurs while the vehicles parked at the Facility, or that otherwise results directly or indirectly from my use of the Facility.
6. Corporation agrees that the County is not and shall not be responsible for any personal injury, illness, or any other condition or effect (including an injury, illness, condition, or effect that is caused by criminal activity) that results directly or indirectly from Parking at the Facility.
7. Corporation agrees that the County is not and shall not be obligated to provide insurance to cover damage to or loss of the Trailer, or to cover liability or medical expenses for injuries, illness, or any other condition or on the Trailer. District agrees that it will maintain, at its own expense vehicle, property, liability and any and all insurances on the vehicles or involving use of the vehicles in at least the following coverage amounts:

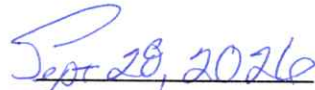
Fill in.

8. Corporation hereby waives, releases, absolves, and discharges the County, and each County's respective elected officials, officers, employees, agents, servants, board members, insurers, both past and present, successors, and assigns, from any and all manner of action, liability, claim, causes of action, charges, complaints, suits (judicial, administrative or otherwise arising out of parking of vehicles at or on the Facility, including but not limited to a. damage to or loss of personal property; b. personal injury, illness, or other condition or effect; or c. any other damages, loss, cost, or expense; whether caused by negligence of the Released Parties or otherwise, that may result directly or indirectly from Corporations use of the Facility.
9. To the fullest extent permitted by law, Corporation agrees to defend, pay on behalf of, indemnify, and hold harmless the County and its Parks Commission, its elected and appointed officials, employees and volunteers, and others working on behalf of Wexford County, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against County, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated District's use of the Facility. The Corporation indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, or their elected and appointed officers, employees, and agents by the insurance coverage obtained and/or maintained by the Corporation pursuant to the requirements of this Agreement.
10. Assignment. Corporation shall not assign any right or interest in this Agreement without the express, written consent of the County.
11. Amendment. No modification, alteration, or amendment to this Agreement shall be binding, unless in writing and signed by both parties to the Agreement.
12. Nondiscrimination. Corporation and County shall comply with all laws and regulations, municipal, state, and federal now in force or which may become effective during the term of this Agreement. The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.
13. Alterations or Improvements. The corporation shall make no alteration, modifications or improvements to the Facility without the prior written approval of the County.
14. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions contemplated in this Agreement. None of the previous and contemporaneous negotiations, preliminary drafts, or previous versions of this Agreement leading up to its execution and not set forth in this Agreement shall be used by any of the parties to construe or affect the validity of this Agreement. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied on by either party.

15. Severability. If any provision in this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement.
16. No Third Party Beneficiaries. The parties do not intend to confer any benefits on any person, firm, or corporation other than District and the County.
17. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.
18. Immunity. Nothing herein shall be construed to waive District's or County's governmental immunity as established in Michigan law.
19. In witness whereof, the individuals signing below hereby acknowledge that they have been authorized by resolution of their respective governing bodies to execute this Agreement on behalf of the County and the District:



Be Gary Pitsch North Lake Street Flats



Date

Date

BOON SPORTS MANAGEMENT

1320 N. Mitchell Street
Cadillac, MI 49601

October 1, 2026

Re: Boons Sports Management / The Wex

Dear Members of the Committee:

As I discussed with you recently, the Management Agreement Boon Sports Management (BSM) entered with the County on April 30, 2014, was extended by an Amendment dated April 5, 2017. The term for the Agreement now ends April 30, 2028. I realize that April 30, 2028, may seem far off, however there are reasons for both BSM and the County to consider a further extension of the term of the Management Agreement.

As you know, BSM has been able to fund many significant improvements to the Wex facility, as a whole, in the last 10 years. The last and most significant improvement was the removal and reinstallation of the auditorium floor. The floor that has been placed in the auditorium is an "all sports" floor that will provide maximum flexibility for the facility to host sporting events while still allowing the facility to host most of the events that, over the years, have taken place in the auditorium.

At this point there is significant interest in the community to use the auditorium for various sporting events. BSM believes that the expanded use for sporting events represents a significant source of consistent revenue, as compared to many of the events that have been undertaken at the facility in the past. We have interest from a particular user that is interested in a long-term commitment for use of the auditorium for basketball and volleyball. In exchange for the commitment of long-term scheduling, this particular organization is willing to commit a significant donation to BSM to help fund further improvements on the auditorium including an addition of a second set of basketball hoops.

BSM does not feel like it can commit to such an arrangement when it is not certain that it will be managing the facilities beyond April 2028. It is our hope that the Board of Commissioners will consider an extension of the term of the Management

Agreement for an additional five (5) years, extending the term of the Agreement through April 30, 2033.

BSM would ask the Committee to please consider this request and recommend its consideration to the full Board of Commissioners.

I look forward to hearing from you. If you have any questions, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Figliomeni', with a stylized flourish extending to the right.

Michael A. Figliomeni, Secretary

BOON SPORTS MANAGEMENT

ORIGINAL

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into the 30th day of April, 2014, by and between **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, with offices at 437 East Division St., Cadillac, Michigan 49601 (hereinafter referred to as the "County") and **BOON SPORTS MANAGEMENT**, a Michigan non-profit corporation, with mailing address of Post Office Box 164, Cadillac, Michigan 49601 (hereinafter referred to as "BSM").

RECITALS

In consideration of the mutual promises, covenants, agreements and conditions set forth below, BSM agrees to manage the Wexford County Civic Center, located at 1320 N. Mitchell, Cadillac, Michigan 49601 ("the Civic Center") and the County agrees to authorize the management of the Civic Center in accordance with the terms and conditions set forth below.

AGREEMENT

1. **The Facility Which Is The Subject Of This Management Agreement.** The facility which is the subject of this Management Agreement is the Wexford County Civic Center which includes the Civic Arena and the Civic Auditorium, as well as the adjacent parking necessary for use of the Civic Center as well as the grounds immediately adjacent to the Civic Arena and Civic Auditorium (hereinafter collectively referred to as the "Civic Center"). The Civic Center facility does not include the grounds and improvements related to the Wexford County Fair Board or the Northern District Fair.
2. **Term of Agreement.** The terms and conditions of this Agreement shall commence on May 1, 2014 and end on April 30, 2018 unless earlier terminated pursuant to the terms of this Agreement.
3. **Responsibilities of the County.**
 - a. Provide any and all approvals, licenses, consents, permits and agreements necessary to operate the Civic Center as operated immediately prior to the effective date of this Agreement.
 - b. The County shall have direct and primary responsibility for all existing contracts related to the operation of the Civic Center not specifically assigned to and assumed by BSM.
 - c. Transfer ownership to BSM of any supplies, food or non-food, located at the Civic Center.
 - d. Allow BSM to use any equipment or tools located at the Civic Center in the performance of this Agreement.

e. Meeting any obligations arising under the agreements with the Northern District Fair or the Wexford County Fair Board.

f. Allow BSM use, free of charge, of the tractor (to pull out the Civic Center bleachers) and the large front end loader. BSM shall be responsible for repairing any damage to the tractor and front end loader that occurs while being used by BSM.

g. Transfer to BSM all website rights or computer software related to administration or management of the Civic Center. When this Agreement terminates BSM shall transfer such website rights and software and/or any successor website rights or software used for the Civic Center back to the County.

4. Responsibilities of BSM.

a. Review and approve operating budgets for the Civic Center.

b. Produce and direct all events at the Civic Center. It is understood and agreed that the Civic Center shall not be used by/for a carnival during the months of June or July of any year this Agreement is in effect unless expressly pre-approved in writing by the Wexford County Fair Board and/or Northern District Fair Association.

c. Coordinate activities as necessary to achieve management and operation of the Civic Center.

d. Pay for operating expenses of the Civic Arena and Civic Auditorium including only those utilities related to Civic Arena and Civic Auditorium and provide minor maintenance or repair of all facilities, including systems within the building, building exteriors, improvements to the property adjacent to the buildings, custodial cleaning, trash removal, landscaping, preventative maintenance and other activities necessary to maintain the Civic Center in good condition. BSM will use its best efforts to repair and maintain all major fixtures and capital improvements, including ice rink compressor and zamboni, using its available net operating revenue.

e. Organize and manage all admissions, concessions, merchandising and parking facilities related to the Civic Center.

f. Organize and manage all advertising and public relations relating to the Civic Center. Any outdoor advertising must comply with MDOT rules and with local zoning ordinances.

g. Provide assistance as reasonably requested by the County in preparation of annual budgets and operating policies.

h. Establish adequate financial control and reporting systems.

i. Employ and manage any persons, including volunteer personnel, necessary to carry out the responsibilities of this Agreement.

j. Designate a BSM representative/agent who shall serve as the contact person to whom the County may direct questions and concerns regarding the Civic Center. The designated BSM representative/agent must have access to and the authority to provide the County with such information as the County requires regarding the Civic Center and BSM's operation and management thereof. When reasonably required by the County, and with 48 hours advance notice, BSM's contact person shall meet with the County's Administrator and/or the County's Board of Commissioners and committees thereof. The County shall be notified in writing of the identity of BSM's designated contact person, and his/her contact information, at the time of or no more than five (5) business days after the date of the signing of this Agreement by the authorized representatives of both parties. BSM may change its contact person at any time upon delivery of written notice to the County's Administrator which includes the name and contact information of BSM's new contact person.

Any obligations of BSM which might otherwise arise because of the County's agreement with the Northern District Fair Association including but not limited to utilities, staffing or insurance, are suspended during the month of August of each year, at which time the County assumes all responsibilities for these obligations.

5. Employees and Volunteers. BSM shall be the employer and shall have sole discretion as to all decisions relating to hiring of employees, employment and discharge of employees and the direction of the work force, including volunteer work force.

6. Manner of Performance. BSM shall fulfill its responsibilities in a professional and diligent manner and in compliance in all material respects with all applicable federal, state and local laws, ordinances, rules, regulations and codes governing the operation of the Civic Center.

7. Subcontractors. BSM may subcontract any part of its obligations and duties with thirty (30) days advance written notice to the County. Unless agreed by the County, subcontracting of any part of its obligations and duties shall not relieve BSM from liability and responsibility for the performance of such obligations and duties.

8. Insurance. BSM shall provide and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted or authorized to do business in the State of Michigan that have at a minimum an A.M. Best Company's Insurance Reports rating of A(-) VII (www.ambest.com) and be acceptable to the County. The limits required below do not limit the liability of the BSM. All deductibles and Self-Insured Retentions (SIRs) are the responsibility of BSM.

a. Commercial general liability insurance of limits not less than \$1,000,000 per occurrence. Coverage is to include, but is not limited to, premises, operations, products and/or completed operations, personal injury and contract liability.

b. Motor vehicle liability insurance including statutory no-fault coverage, including all owned, non-owned and hired autos with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

c. Worker's Compensation Insurance including Employers' Liability Coverage. as required by law.

d. The commercial general liability and motor vehicle liability insurances, as described above, shall include an endorsement stating the following shall be Additional Insureds: Wexford County, all Wexford County's elected and appointed officials, employees and volunteers, all Wexford County's boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is expressly understood and agreed that BSM's commercial general liability insurance and motor vehicle liability insurance required above shall be primary to the Additional Insureds and any other insurance the Additional Insureds may have in effect shall be considered secondary and/or excess.

e. The Workers' Compensation Insurance, commercial general liability insurance, and motor vehicle liability insurance, as described above, shall be endorsed to state the following: "It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to: ATTN, Wexford County Administrator, 437 East Division St., Cadillac, MI 49601.

All other insurance including but not limited to property and casualty and contents coverage as well as the coverage of all the grounds is the responsibility of the County.

9. Limitation on Contracting Authority. BSM has no authority to enter into any contracts as an agent for the County unless otherwise expressly directed by the County in writing.

10. Collection of Revenues and Payment of Expenses. BSM is authorized to receive all revenues from the operation of the Civic Center and to make all disbursements necessary to carry out the obligations of this Agreement. Subject to the terms of this Agreement, provided BSM has first performed all its duties and responsibilities under this Agreement, BSM is entitled to retain 100% of any net revenue. In the event that BSM fails to perform any of its monetary responsibilities under this Agreement and BSM fails to cure the same within fifteen (15) days of receipt of notice thereof from the County, the County may require that all revenues from operation of the Civic Center be placed into an escrow account established by the County and jointly owned by BSM and the County until such time as the monetary responsibilities are brought into compliance with this Agreement, at which time the funds will be released to BSM and placed into the BSM operating account. During such period of monetary deficiency, funds in the escrow account shall be used to pay the Civic Center's operation, maintenance and repair expenses.

11. Management Fee. The County shall pay BSM a management fee of \$50,000.00 annually payable in four quarterly payments of \$12,500.00 with the first payment due May 1, 2014. In addition, the County shall pay BSM a onetime payment of \$25,000.00 payable May 1, 2014.

12. Transition of Management and Operation of the Civic Center. The County agrees to provide BSM with the following:

- a. List of all equipment included with the operation of the Civic Center.
- b. List of all leasehold improvements to the Civic Center.
- c. List of supplies related to the operation of the Civic Center.

d. Information, including passwords, codes, URL control, Facebook and Twitter administrative rights, domain rights and similar information, related to the Civic Center website.

e. A list of all creditors, including vendors, related to the Civic Center as well as copies of all contracts, leases or similar documents.

f. A list of utility providers and account numbers for all utilities serving the Civic Arena or the Civic Auditorium.

Upon the termination of this Agreement, BSM agrees to cooperate fully with the County in the smooth and business-like transition of the management and operation of the Civic Center. BSM shall provide any prospective manager, as directed by the County, with access to all activities at the Civic Center. On the date of the termination of this Agreement, (i) BSM shall transfer all licenses, permits and agreements of BSM that relate to the Civic Center to a party specified by the County, (ii) transfer possession of any and all County property to a prospective manager directed by the County and (iii) vacate the Civic Center site.

13. Alterations and Liens. BSM shall not make any material alterations to the Civic Center without prior written consent of the County. BSM shall not permit the assets of the County to become subject to any lien arising out of the responsibilities of BSM.

14. No Discrimination. BSM shall not discriminate against any employee or applicant for employment because of race, color, citizenship status, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, height, weight, marital status, veteran status, or any other factor protected by law. BSM shall not discriminate because of race, color, citizenship status, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, height, weight, marital status, veteran status, or any other factor protected by law against any person by refusing to furnish such person any service or privilege offered to or enjoyed by the general public, nor shall BSM or its employees publicize the Civic Center in any manner that would directly or inferentially reflect on the acceptability of the patronage of any person because of race, color, citizenship status, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, height, weight, marital status, veteran status, or any other factor protected by law.

15. Cooperation with Financing. BSM agrees to cooperate, in accordance with the terms of this Agreement, with the County in its efforts to obtain financing to pay for the capital needs of the Civic Center and/or the construction of improvements at the Civic Center, and to sign such documents or take such actions as reasonably may be requested by the County or the lenders of such financing. The County shall be responsible for the repayment of any such financing, and the County acknowledges that BSM (in its capacity as Manager) shall have no liability or responsibility whatsoever for the repayment of any debt incurred to finance capital improvements to the Civic Center or the inability of the County to obtain such financing.

16. Budgets and Reports.

a. Operating Budget. BSM is solely responsible for developing and approving its own operating budget.

b. Capital Budget. BSM will use its best efforts to expend its available net operating revenue toward the maintenance of the capital investment at the Civic Center.

c. Annual Disclosure. BSM shall assist the County and promptly provide any information requested by the County in connection with preparing the County's annual budget.

d. Assistance Concerning Board of Commissioners. BSM shall provide such information and assistance to the County as the County may reasonably request in relation to preparing for meetings of the County Board of Commissioners.

17. Records, Accounts, Accounting Procedures and Monthly Reports. BSM shall cause to be kept at the Civic Center full, true and accurate, in all material respects, books, accounts and records of the management and operations of the Civic Center and of all transactions relating as such operations extend to the responsibilities of BSM. BSM's accounting procedures and internal financial controls shall conform to generally accepted accounting practices (GAAP).

BSM shall monthly submit to the County's Administrator GAAP financial reports on the Civic Center's operations during the previous month.

18. Maintenance of Records. BSM shall keep and maintain the books and records required in Section 17 for a time period of not less than three (3) years after the termination of this Agreement. In the event an audit of such books and records or litigation regarding any matter arising from this Agreement is commenced prior to the expiration of the retention period but is not completed before the retention period expires, BSM shall continue to retain the books and records until the audit and/or litigation is completed and all appeals have been exhausted.

19. Access to Books, Documents, Papers and Records. All books, documents, papers and records, including, but not limited to, canceled checks, invoices, vouchers, purchase orders and contracts of BSM regarding the Civic Center and BSM's services under this Agreement shall be open to inspection during regular working hours by representatives of the County. Refusal to allow the County's representatives access to said records shall constitute a material breach of this Agreement. In addition the County, at its own expense, shall be entitled to audit all books and records pertaining to the Civic Center and BSM's services under this Agreement.

20. Termination of Agreement. This Agreement may be terminated prior to the end of the term set forth in Section 2 in any of the following ways:

a. Upon mutual agreement of BSM and the County.

b. ~~By BSM, in its sole discretion, if a recreation millage, with funds dedicated to the Civic Center, is passed by the voters.~~ 4/30 L.D.H.

c. By either BSM or the County, without need to state cause, by delivering to the other party written notice of the termination not less than six (6) months prior to the termination's effective date. In the event this termination option is exercised and the effective date of termination would occur at any time between January 1st and April 30th of any year the termination's effective date shall be moved to May 1st of the same year.

21. **Default by BSM.** If BSM defaults in the performance of any term of this Agreement and does not cure such default within thirty (30) days after receipt from the County of written notice of such default, then BSM shall be in breach of this Agreement and the County may, at its option, (i) cure such breach and the reasonable expenses related to curing such breach shall be paid by BSM, (ii) terminate this Agreement effective immediately and assume possession of the Civic Center, or (iii) commence an action to enforce the County's rights under this Agreement and recover any and all damages in connection therewith.

22. **Default by the County.** If the County defaults in the performance of any term of this Agreement and does not cure such default within thirty (30) days after receipt from BSM of written notice of such default, then the County shall be in breach of this Agreement and BSM may, at its option, (i) cure such breach and the reasonable expenses related to curing such breach shall be paid by the County, (ii) terminate this Agreement effective immediately and return possession of the Civic Center to the County, or (iii) commence an action to enforce BSM's rights under this Agreement and recover any and all damages in connection therewith.

23. **Responsibility for Liability or Debts Arising Before Commencement of Agreement.** It is understood and agreed that BSM shall not be held responsible for any claims, costs, damages and liabilities arising out of the operation or ownership of the Civic Center prior to commencement of BSM's services under this Agreement. All such claims, costs, damages and liabilities arising out of the operation or ownership of the Civic Center prior to May 1, 2014 shall be the responsibility of the County.

24. **Indemnification by BSM.** BSM shall indemnify and hold the County harmless from any and all claims, costs, damages and liabilities, including reasonable attorney fees and expenses ("Loss"), as and when incurred by reason of or arising out of any and all debts, liabilities or obligations, whether direct or contingent, of any party relating to the Civic Center, existing on, or arising out of the operation of the Civic Center after the commencement of BSM's services.

25. **Waiver of Personal Liability.** Each Party agrees that no director, officer, employee, agent or other person authorized to act on behalf of either Party will have personal liability for their good faith actions, in connections with this Agreement or any failure of either Party to perform their obligations hereunder.

26. **Obligations Suspended.** If BSM or the County is unable by reason of Force Majeure (as defined) to carry out any obligation under this Agreement, such obligation shall be suspended only so far as it is physically affected by such Force Majeure during the continuance. The party unable to perform shall give the other party prompt notice of such Force Majeure with reasonably full particulars and, insofar as is known, the probable extent to which it will be unable to perform or be delayed in performing such obligation. The party unable to perform shall use all possible diligence to remove such Force Majeure as quickly as possible. "Force Majeure" shall mean an act of God, strike, lockout or other industrial disturbance, act of a public enemy, war, blockage, public riot, lightning, fire, storm, earthquake, flood, explosion, governmental restraint, and any other cause whether of the kind specifically enumerated above or otherwise, which shall not reasonably be within the control of the party claiming suspension.

27. Miscellaneous.

a. Independent Contractor. It is expressly understood and agreed that BSM is an independent contractor. The employees, volunteers and agents of BSM shall in no way be deemed to be and shall not hold themselves out as the employees, volunteers or agents of the County. BSM employees, volunteers and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. BSM shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. BSM shall carry workers' compensation insurance for its employees, as required by law.

b. No Waiver. No delay or failure on the part of any party in exercising any right shall impair any such right or any remedy of the party so delaying or failing, nor shall it be construed to be a waiver of any continuing breach or default or any acquiescence or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after the waived breach or default.

c. Amendments. This Agreement may be amended, modified, waived, released or discharged only by a written amendment executed by the parties.

d. Severability. If any court of competent jurisdiction holds that any provision of this Agreement is void, voidable, illegal or unenforceable, or that this Agreement would be void, voidable, illegal or unenforceable unless any provision were severed, that provision shall be severable from and shall not affect the continued operation of the rest of this Agreement; provided that if the provision to be severed is a material part of this Agreement, the foregoing shall not apply, and the parties shall in good faith renegotiate such provision.

e. Successors and Assigns. This Agreement shall be binding on all parties and their respective successors and permitted assigns. A party may not assign its rights or be released from its obligations in, to or under, this Agreement except as may expressly be approved in writing by the other party in its sole and absolute discretion.

f. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed, shall be deemed to be an original and all of which, when taken together, shall constitute one agreement.

g. Notices. Any notice, document or other item to be given, delivered, furnished or received under this Agreement shall be deemed given, delivered, furnished or received when given in writing and personally delivered to an officer of the applicable party or, after the same is deposited with the United States Postal Service, postage prepaid, registered or certified first class mail, return receipt requested, addressed to such applicable party at the address or addresses as such party may from time to time designate, by written notice to the other, at the time of delivery shown on such return receipt:

(i) If to the County: Wexford County Board of Commissioners, 437 East Division Street, Cadillac, Michigan 49601.

(ii) If to BSM: Michael A. Figliomeni, 120 West Harris Street, Cadillac, Michigan 49601.

h. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the management and operation of the Civic Center by BSM during the term of this Agreement.

i. Remedies. The remedies provided for breach of this Agreement are not exclusive. In the event of breach, the parties in addition to the remedies provided for breach may seek any other remedies available in law and/or in equity.

j. No Third Party Beneficiaries. This Agreement is not intended to and does not create any rights or interests in any person not a party.

k. Section Titles. The titles of the sections and subsections 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.

l. Survival Clause. All rights, duties, and responsibilities of either BSM of the County that either expressly or by their nature, extend into the future, including but not limited to retention of and access to records, responsibilities on termination, and indemnification as set forth in Section 24, shall extend beyond the end of the term or termination of this Agreement.

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

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

COUNTY OF WEXFORD

By: Leslie D. Housler
Leslie Housler, Chairperson
Wexford County Board of Commissioners

By: Elaine L. Richardson
Elaine L. Richardson, County Clerk

BOON SPORTS MANAGEMENT

By: 
Michael Stebbins, President

GACIJEINTSPOWELL, Randy A\Boon Sports Management\Agr w Boon Sports Management (execution draft 4.29.14).doc

AMENDMENT TO MANAGEMENT AGREEMENT

THIS DOCUMENT WITNESSES AN AGREEMENT entered into this 5th day of April, 2017, by and between: County of Wexford and Boon Sports Management, amending a Management Agreement, which Management Agreement is dated April 30, 2014.

The parties agree that said Management Agreement is amended through the restatement of certain Sections of the Agreement as follows:

2. **Term of Agreement.** The terms and conditions of this Agreement shall be extended from its initial term ending on April 30, 2018, to a term ending April 30, 2028, (Extension Period) unless earlier terminated pursuant to the terms of this Agreement.

3. **Responsibilities of the County.**

a. Provide any and all approvals, licenses, consents, permits and agreements necessary to operate the Civic Center as operated immediately prior to the effective date of this Agreement.

b. The County shall have direct and primary responsibility for all existing contracts related to the operation of the Civic Center not specifically assigned to and assumed by BSM.

c. Transfer ownership of any supplies, food or non-food, located at the Civic Center.

d. Allow BSM to use any equipment or tools located at the Civic Center in the performance of this Agreement.

e. Meeting any obligations arising under the agreements with the Northern District Fair or the Wexford County Fair Board.

f. Allow BSM use, free of charge, of the tractor (to pull out the Civic Center bleachers) and the large front end loader.

g. Transfer to BSM all website rights or computer software related to administration or management of the Civic Center.

h. During the Extension Period of this Agreement, to the fullest extent allowed by law, County shall not sell or transfer the Civic Center.

i. If BSM makes a request during 2017 or 2018 that a capital expense millage be placed on the ballot, the Board of Commissioners agree that as a body will timely and formally consider, address and vote upon such request at an Open Meeting.

j. Cooperate with BSM in any grant applications that BSM reasonably requests and that will be beneficial for long term maintenance of the Civic Center, including State and private agent applications for capital or maintenance funding.

4. Responsibilities of BSM.

a. Review and approve operating budgets for the Civic Center.

b. Produce and direct all events at the Civic Center.

c. Coordinate activities as necessary to achieve management and operation of the Civic Center.

d. Pay for operating expenses of the Civic Center including only those utilities related to the Civic Center and provide maintenance or repair of all facilities, including systems within the building, building exteriors, improvements to the property adjacent to the buildings, custodial cleaning, trash removal, landscaping, preventative maintenance and other activities necessary to maintain the Civic Center in good condition. BSM will also, at its own cost, keep in good condition and repair and maintain all systems, fixtures and capital improvements of the Civic Center.

e. Organize and manage all admissions, concessions, merchandising and parking facilities related to the Civic Center.

f. Organize and manage all advertising and public relations relating to the Civic Center.

g. Provide assistance as reasonably requested by the County in preparation of annual budgets and operating policies.

h. Establish adequate financial control and reporting systems.

i. Employ and manage any persons, including volunteer personnel, necessary to carry out the responsibilities of this Agreement.

Any obligations of BSM which might otherwise arise because of the County's agreement with the Northern District Fair Association including but not limited to utilities, staffing or insurance, are suspended during the month of August of each year, at which time the County assumes all responsibilities for these obligations.

*** *** ***

11. Management Fee. The County shall pay BSM a management fee of \$50,000.00 annually payable in four-quarterly payments of \$12,500.00 for the first five years of the Extension Period of this Agreement. BSM shall use its best efforts to increase revenues of the Civil Center in order to reduce the management fee and become fully self-sufficient and free of County general fund expenditures within the first five years of the Extension Period of this Agreement. However, if BSM is unable to become fully self-sufficient within the first five years, the management fee for the second five years shall not exceed \$50,000.00 per year.

*** *** ***

20. Termination of this Agreement. This Agreement may be terminated without cause prior to the end of the Extension Period set forth in Section 2 only upon mutual agreement of BSM and the County.

This Agreement may be terminated for cause if either party is in breach of this Agreement. Under this provision, the other party may terminate this Agreement by providing written notice to the other party of the occurrence and nature of the breach. The breaching party will have 45 days from the date it receives notice to cure the breach, after which time, this Agreement automatically terminates upon written notice from the non-breaching party.

In addition, the County may terminate this Agreement for cause immediately, with no further payment obligations, (a) if BSM becomes insolvent or is unable to pay its debts when due, (b) if BSM files a petition in bankruptcy, reorganization or similar proceedings. (c) if BSM discontinues its business, (d) a receiver is appointed or there is an assignment for the benefit of BSM's creditors; (e) upon thirty calendar days' notice by the County if the building is damaged or substantially destroyed by fire or other casualty and the County is not financially able to repair or replace the equipment or structure; (f) if at any time, the ice arena remains inoperable and/or inaccessible to the public for a period of greater than six months.

The terms and conditions set forth in this Amendment shall be supplementary to each term and condition set forth in the Management Agreement to which this Amendment is attached. To the extent any conflict or inconsistency is determined to exist, the provisions set forth in this Amendment shall supersede and prevail over the conflicting terms of the balance of the Management Agreement.

The parties further agree that no other amendment of said Management Agreement, dated April 30, 2014, is required or intended and all other provisions of said contract are hereby ratified and confirmed.

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

COUNTY OF WEXFORD

By: Leslie D. Housler
Leslie Housler, Chairperson
Wexford County Board of Commissioners

By: Elaine L. Richardson
Elaine L. Richardson, County Clerk

BOON SPORTS MANAGEMENT

By: Michael Stebbins
Michael Stebbins, President

ORIGINAL

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

2 **THIS SECOND AMENDMENT TO MANAGEMENT AGREEMENT** made and enacted this MARCH day of MARCH, 2023, by and between Boon Sports Management (hereinafter referred to as "BSM") and Wexford County (hereinafter referred to as "County").

WHEREAS, County and BSM entered into a Management Agreement dated April 30, 2014; and

WHEREAS, the County and BSM extended the term and amended the Management Agreement by agreement dated April 5, 2017 (the "First Amended Agreement"); and

WHEREAS, BSM and the County wish to amend Section 4(d) of the First Amended Agreement as follows:

NOW THEREFORE, in consideration of these presents and the agreement of each other, BSM and County agree that the Section 4(d) of the First Amended Agreement shall be and the same is hereby amended as follows:

4. Responsibilities of BSM.

...
d. Pay for operating expenses of the Civic Center including only those utilities related to the Civic Center and provide maintenance or repair of all facilities, including systems within the building, building exteriors, improvements to the property adjacent to the buildings, custodial cleaning, trash removal, landscaping, preventative maintenance and other activities necessary to maintain the Civic Center in good condition. BSM will also, at its own cost, keep in good condition and repair and maintain all systems, fixtures and capital improvements of the Civic Center. If a damage to a system, fixture, or capital improvement is or may reasonably be reimbursable through existent County insurance coverage, upon notice from BSM, the County shall file a claim with the County's insurer seeking remittance of payment due to loss incurred and covered. BSM shall cooperate with County and/or the County's insurer in filing any claims. If any claim is granted in whole or part by the insurer, the insurance proceeds shall be utilized to reduce or offset BSM's incurred contractual cost obligation. This contract provision shall in no way be interpreted to require the County seek, maintain or continue insurance coverage, or any level of insurance coverage, on any specific system, fixture, or capital improvement at the Civic Center; nor shall this provision or the filing of a claim with the County's insurer be deemed to waive or diminish in any way the contractual responsibility of BSM to maintain the Civic Center in good condition and to, at its own cost, keep in good condition and repair and maintain all systems, fixtures and capital improvements of the Civic Center. ...

All other terms and conditions of the aforementioned Management Agreement and First Amended Agreement shall remain the same.

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

IN WITNESS WHEREOF, County and BSM have executed this Second Amendment to Management Agreement.

BOON SPORTS MANAGEMENT



By: Michael Stebbins, President.

Date: MARCH 2, 2023

WEXFORD COUNTY



By: Gary Taylor, Chairperson

Date: 3/15, 2023

September 22, 2026

Via E-Mail

Joe Porterfield, County Administrator
County of Wexford
437 E. Division St
Cadillac MI 49601

Dear Mr. Porterfield

As you know, Dickinson Wright PLLC (“DW”) currently represents Wexford County with respect to various municipal bond matters. A colleague of mine at DW represents Ranger Power, LLC (“Ranger”) with respect to a solar project to be located in Wexford County (the “Solar Project Matter”). As part of this work on the Solar Project Matter, DW will apply for certain permits from Wexford County on behalf of Ranger.

Given our representation of Wexford County, DW’s representation of Ranger presents a potential conflict of interest under the rules of professional conduct. Conflicts of this nature can be waived if they do not compromise DW’s ability to provide competent, diligent representation and all affected clients give informed consent in writing.

After full consideration of the relevant issues, we do not believe there is a material risk that our representation of Ranger in the Solar Project Matter and application for permits from Wexford County will adversely affect our ability to represent Wexford County competently and diligently. The factual and legal issues involved in the Solar Project Matter are unrelated to our current and prior work for Wexford County, and no attorney who represents Wexford County will represent Ranger in the Solar Project Matter.

Further, DW’s representation of Ranger will not compromise our obligations to Wexford County, including but not limited to our duty of confidentiality. DW affirms that it will not disclose any privileged, sensitive, proprietary, or other confidential information of a nonpublic nature acquired as a result of our representation of Wexford County.

For the above reasons, DW requests that you, on behalf of Wexford County, consent to our representation of Ranger and waive any conflict of interest regarding DW’s application for permits from Wexford County relating to the Solar Project Matter. This waiver will be effective only upon the execution of a reciprocal waiver by Ranger permitting our continued representation of Wexford County in unrelated matters.

September 22, 2026
Page 2

Please review this waiver request carefully. If you have any questions that you would like me to answer prior to reaching a decision on this issue, please let me know. Although there is no requirement to do so, you may want to consult with independent counsel before deciding whether to consent.

If Wexford County agrees to waive the conflict of interest and consents to DW's representation of Ranger in the Solar Project Matter, please execute and return this waiver for our records.

Very truly yours,



Eric McGlothlin

Agreed to and Acknowledged:

COUNTY OF WEXFORD

By: _____

Its: County Administrator

4898-9434-5930 v2 [99998-2686]

Wexford and Missaukee Opiate Settlement Fund Peer Recovery Coach Position – Fiscal Year 2026 Fourth Quarter Data Review

Catholic Human Services (CHS) continues to provide Peer Recovery Coach (PRC) services through the Opiate Settlement Fund Grant to individuals impacted by substance use disorders in Missaukee and Wexford Counties. During the fourth quarter, the program remained staffed by one full-time Peer Recovery Coach working 37.5 hours per week and continued providing individual peer support, recovery groups, community outreach, and referral coordination.

Fourth Quarter Service Summary

July–September 2026

Measure	Q4 Total
Clients Served	135
New Referrals Contacted	65
Peer-Led Recovery Groups	51
Community Engagement Encounters	65

Monthly Highlights

July: The PRC served 45 clients, contacted 30 new referrals, facilitated 16 peer-led recovery groups, and completed 20 community engagement encounters. Services continued to support individuals through both individual recovery coaching and group-based recovery opportunities.

August: The PRC served 45 clients, contacted 20 new referrals, facilitated 18 peer-led groups, and completed 20 community engagement encounters. Group programming included both jail-based and community-based recovery support, strengthening continuity of services for individuals involved with the justice system as well as those accessing community recovery resources.

September: The PRC served 45 clients, contacted 15 new referrals, facilitated 17 peer-led groups, and completed 25 community engagement encounters. Outreach and engagement remained focused on connecting individuals to recovery resources, strengthening community partnerships, and supporting continued recovery engagement.

Capacity Building and Community Collaboration

Throughout the fourth quarter, CHS continued to strengthen access to peer recovery services across Wexford and Missaukee Counties. The PRC maintained consistent full-time staffing and continued to provide services through both community and justice-involved settings.

Key activities included:

catholichumanservices.org

Alpena Office
989-356-6385
154 S. Ripley Blvd.
Alpena, MI 49707

Cadillac Office
231-775-6581
421 S. Mitchell St.
Cadillac, MI 49601

Gaylord Office
989-732-6761
829 W. Main St., Ste. C3
Gaylord, MI 49735

Traverse City Office
231-947-8110
1000 Hastings St.
Traverse City, MI 49686

Senior Volunteer Program
231-929-7070
1832-A Oak Hollow Dr.
Traverse City, MI 49686

- Providing individual peer recovery support to individuals impacted by substance use disorders.
- Maintaining peer-led recovery groups in community and jail settings.
- Responding to and following up on new referrals to promote timely connection to recovery services.
- Maintaining relationships with community partners (community corrections, nlcmmh, healing private wounds, oasis, salvation army, nmre, local medical providers) and referral sources.
- Supporting recovery engagement and resource connection for individuals involved with the justice system.
- Maintaining consistent PRC staffing and service availability throughout the quarter.

FY2027 Goals and Priorities

Building on the progress achieved during FY2026, CHS will continue to focus on increasing visibility, accessibility, and continuity of peer recovery services throughout Wexford and Missaukee Counties.

1. Increase Community Outreach and Visibility of Peer Recovery Services

Continue active outreach within the community to increase awareness of Peer Recovery Coach services and ensure individuals, families, referral partners, and community organizations understand how to access peer support. Outreach will include continued engagement with community agencies, recovery organizations, justice-system partners, and other referral sources.

2. Expand Access to Peer Recovery Coaching

Maintain accessible opportunities for individuals to connect with a Peer Recovery Coach at the point of need. The program will continue to respond to referrals, establish timely connections, and provide individualized recovery coaching based on each person's goals, needs, and stage of recovery.

3. Strengthen Recovery Connections for Individuals Returning to the Community

Place continued emphasis on individuals transitioning from jail or other justice-system settings back into the community. PRC services will support individuals with establishing recovery connections, accessing treatment and community resources, developing recovery supports, and navigating barriers that may affect successful community reintegration.

4. Strengthen Post-Release Continuity of Care

Continue collaboration with jails, Community Corrections, treatment providers, and community partners to improve transition planning and facilitate timely connection to peer recovery services following release. The goal is to reduce gaps in recovery support during the transition from incarceration to community living.

catholichumanservices.org

Alpena Office
989-356-6385
154 S. Ripley Blvd.
Alpena, MI 49707

Cadillac Office
231-775-6581
421 S. Mitchell St.
Cadillac, MI 49601

Gaylord Office
989-732-6761
829 W. Main St., Ste. C3
Gaylord, MI 49735

Traverse City Office
231-947-8110
1000 Hastings St.
Traverse City, MI 49686

Senior Volunteer Program
231-929-7070
1832-A Oak Hollow Dr.
Traverse City, MI 49686

5. Continue Peer-Led Recovery Opportunities

Maintain and strengthen peer-led recovery groups in both community and justice-involved settings, providing opportunities for individuals to build recovery connections, share lived experience, and develop ongoing recovery supports.

6. Strengthen Community Partnerships and Referral Pathways

Continue developing relationships with community organizations and referral partners to create clear and consistent pathways to peer recovery services. CHS will continue to identify opportunities to increase collaboration and improve awareness of available recovery resources.

Respectfully submitted,



Sarah Hegg, LLP, CCS, CAADC
Chief Operating Officer
Clinical Supervisor

catholichumanservices.org

Alpena Office
989-356-6385
154 S. Ripley Blvd.
Alpena, MI 49707

Cadillac Office
231-775-6581
421 S. Mitchell St.
Cadillac, MI 49601

Gaylord Office
989-732-6761
829 W. Main St., Ste. C3
Gaylord, MI 49735

Traverse City Office
231-947-8110
1000 Hastings St.
Traverse City, MI 49686

Senior Volunteer Program
231-929-7070
1832-A Oak Hollow Dr.
Traverse City, MI 49686