



Antrim County Board of Commissioners



Ed Boettcher, Chairman

Thursday, September 3, 2020 @ 9:00 a.m.

Antrim County Building, 2nd Floor, Board of Commissioners Room
203 East Cayuga, Bellaire, MI 49615

*If you require auxiliary aid assistance, contact (231)533-6265

Zoom Webinar

Please click this URL to join.

<https://us02web.zoom.us/j/84168742882?pwd=WEVTWDFoNXIxWVcxdnhzR3NjRjQwdz09>

Password: Antrim

Dial any one: US: +1 312 626 6799 or +1 646 876 9923 or +1 253 215 8782

Webinar ID: 841 6874 2882

Facebook Livestream

<https://www.facebook.com/AntrimCountyMI/>

CALL TO ORDER:

1. Opening Ceremony or Exercises
2. Public Comment

In light of Executive Order 2020-154, which extends a previous executive order allowing public bodies to conduct public meetings remotely during the ongoing COVID19 pandemic, this meeting will be held in a hybrid format, utilizing Zoom webinar for virtual attendance. Public comment is welcome and encouraged. Those members of the public attending via digital device or telephone will be given time to speak one at a time for not more than three (3) minutes, followed by those attending in person. Public comments can also be emailed to the County Administration Office (countyadmin@antrimcounty.org) before 5:00 p.m. on September 2 to be read aloud during the Public Comment portion of the meeting. Thank you for your patience and understanding as we all adjust to minimize the COVID-19 spread and keep our community safe.

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 1. Dispatch – Televate: 911 Radio Console
 2. 911 – 10-yr Capital Improvement Schedule (Information Only)
 - C. Commission on Aging – LPI Services Agreement
 - D. Human Resources
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14.	Adjourn	



Memorandum Administration Office

September 3, 2020

TO: Board of Commissioners

FR: Pete Garwood, County Administrator

RE: Approval of Agenda, Minutes

You should have received your agenda packet via electronic communication on August 28, 2020. If there are no changes or additions to the agenda, please consider the following action:

Motion by _____ and seconded by _____ to approve the agenda as presented.

You received the minutes from the August 20, 2020 regular Board of Commissioners via electronic communication on August 28. If there are no corrections to those minutes, please consider the following action:

Motion by _____, seconded by _____ to approve the minutes of the August 20, 2020 meeting as presented.



FEMA

August 21, 2020

Mr. Ed Boettcher
Chairman, Board of Commissioners
Antrim County
Antrim County Building
Post Office Box 521
Bellaire, Michigan 49615

Dear Mr. Boettcher:

This letter is to notify you that the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security has initiated a flood hazard mapping project in your community. Providing accurate and useful data on flood hazards is one of FEMA's goals and essential to helping communities make informed decisions for building safe. Antrim County was selected to receive updated Flood Insurance Rate Maps. The FEMA Region V office will host a webinar to discuss the project details.

FEMA invites you and your staff to meet with us at the following:

Wednesday, September 9th, 2020
2:00 – 3:30pm ET
<https://fema.zoomgov.com/j/1600117324>
Meeting ID: 160 011 7324
Passcode: 12341234

Staff will be available to describe the scope of work, present the schedule upon which deliverables are expected to be completed, and answer any questions your community may have. Please RSVP to this meeting invitation or send requests for additional information to Brett Holthaus by e-mail at brett.holthaus@atkinsglobal.com, or by phone at (240) 264-8028. You may also contact John Wethington, FEMA Engineer, of our staff in Chicago, Illinois, by telephone at (312) 408-5485 or by e-mail at john.wethington@fema.dhs.gov.

Sincerely,

A handwritten signature in black ink that reads "Mary Beth Caruso".

Mary Beth Caruso
Director, Mitigation Division
FEMA Region V

cc: John Wethington, Regional Engineer, FEMA Region V
Matt Occhipinti, State NFIP Coordinator
Leslie Meyers, Director, Emergency Management



Memorandum Administration Office

September 3, 2020

TO: Board of Commissioners

FR: Pete Garwood, County Administrator

RE: Claims & Accounts

Please consider the following action:

Motion by _____ and seconded by _____ to approve Claims and Accounts in the amount of \$_____.



Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Antrim County 9-1-1

Submitted By: Sergeant Michael Gank

Edited and Approved By: Peter Garwood, Administrator

Agenda Item: Televate - Radio Console Purchase

1. Action Request

To authorize the Board Chairman to execute a contract with Televate not to exceed \$20,468 for the purpose of creating a bid spec to replace the existing MCC-5500 Dispatch Radio Console. Funds to be used from 262000-901-980.348 Capital Outlay Radio Console as budgeted.

2. Background and Current Situation

Antrim County had used an Orbacom Brand Radio Console purchased prior to or around 1996. Antrim County 9-1-1 funds purchased a Motorola MCC-5500 radio console in 2007 for an estimated \$280,000 that replaced the Orbacom. As of 2021 the MCC-5500 system will be end of life and no longer supported by Motorola. The average expected replacement of a radio console is 10-15 years. The budgetary quote for a new Motorola replacement was \$500,000. The 9-1-1 Board has determined that a new radio console should be purchased and funds for such a purchase have been budgeted for 2020 Capital Outlay 262000-901-980.348 for \$500,000.

As Televate has been already working with Antrim County on its VHF radio issues, it makes sense to have Televate continue with helping choose a radio console. A new radio console could help with affect the VHF radio changes.

3. Why this Action is Necessary

A radio console is critical to long term radio communications with responders in the field. Presently the dispatchers monitor ten radio channels at one time and transmit tones on two radio channels. A radio console takes all of the functionality of different radio systems and combines into one device. This allows radio dispatchers to complete multiple tasks using one interface. Without such an interface radio operators would take much longer when communicating or notifying responders of emergencies. Separate radios are very difficult to monitor individually and would make the task of effective communication near impossible at the present level of ten radios. A radio console is required to keep the same level of communication that responders rely on presently.

As technology changes different sources of communication are also evolving. The new console must not only work with the present radio and notification systems but be able to work with some of the new systems. Some of these new systems will utilize the Internet and Cell Phones for VOIP (Voice Over Internet) communication. Communication is one the key aspects to every incident. In large critical incidents the ability to use existing cell phones for some of the less critical radio communication would help improve the outcome of that incident.

Purchasing a radio console for emergency communications can be a difficult process. There a multiple radio consoles available with various features. Using a consultant will allow Antrim County to define the Radio Console that Antrim County needs to function effectively without purchasing unnecessary add-ons.

4. Financial Information (Budget Related Information)

A budgetary quote of \$500,000 was made for a Motorola MCC-7500. Radio consoles may range from \$225,000 to \$500,000 depending on features and connectivity to Michigan MPSCS 800 radio system.

Line 262000-901-980.348 Capital Outlay has a budget allocation of \$500,000. This request is a part of the larger console project and would be paid for out of the capital outlay budget allocation.

5. Legal Review
The Antrim County boilerplate contract will be used; legal review is not necessary.
6. Timing (When Action is Required)
As soon as possible
7. Policy Implications
NA
8. Alternative Plan
None
9. Attachments Included
Antrim County Proposal Televate Console Procurement

Proposed Fees and Schedule

Proposed Fees

Televate is pleased to submit our cost proposal to Antrim County for public safety console procurement services. The proposed fees for services reflect the described scope of work (SOW) and corresponding assumptions as described in our proposal response. Our proposed pricing assumes all work can be performed remotely based on existing knowledge and further phone discussions with the stakeholders.

In developing the project cost proposal, Televate itemized the activities based on the project tasks defined in the SOW and estimated the number of hours per professional labor category for each task.

Project Scope	Estimated Hours	Proposed Cost
Total Project	116	\$20,468

Table 1: Televate’s Proposed Fees for this Project

Televate proposes to invoice the work on a time and materials basis. The following labor rate table is applied to this project:

Labor Category	Hourly Rate
Partner/Sponsor/Project Director	\$212
PM Rate Senior Project Manager	\$175
Senior Engineer/SME	\$159
Senior Engineer	\$136
Project Coordinator	\$99

Table 2: Televate Professional Rate Table

Televate’s proposed fees assume that the County and its stakeholders will provide information to support various task activities and further assumes that the required stakeholders will be available to participate in the efforts outlined in the proposal. In addition, Televate assumes that the County will provide a point of contact and will support the coordination of meetings and review Televate deliverables in a timely manner to ensure the continuity of the project.

If the scope of work is modified over the course of the project, the cost estimate could potentially be adjusted based on Televate’s standard professional staff labor categories and hourly labor fees as detailed in Table 2. Any modifications to the project scope will be discussed in advance between the County and Televate’s project manager. If modified, Televate will provide a revised task proposal with associated cost for approval prior to initiating the work.

We value our commitment to the County and the region’s public safety community and have priced our services in a manner that offers the best value. We have carefully relied on our previous experiences on similar projects regarding the duration of activities and the level of effort and have provided a not to exceed cost, based on the SOW described in our proposal. Our objective is to serve as the trusted consultant for the County

Proposed Fees and Schedule

on this critical public safety communications project, and we commit to deliver our support in the most effective and cost-efficient manner. We fully understand that the County seeks to manage project cost and will work closely with the County to ensure the success of the program at the best value to the County.

Televate will proceed with the project expeditiously once a notice to proceed is received and estimates developing the RFP specification within 30 days.

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
Technical Surcharge @ \$0.8	173,700.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00	162,100.00
2018 Fund Balance	1,956,349.00											
Estimated 9-1-1 Millage 3% increase	890,000.00	929,142.26	957,016.53	985,727.02	1,015,298.83	1,015,298.83	1,015,298.83	1,025,451.82	1,056,215.38	1,087,901.84	1,120,538.89	1,154,155.06
Misc Annual Revenue	1,000.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00	6,200.00
Total Annual Revenue	3,021,049.00	1,097,442.26	1,125,316.53	1,154,027.02	1,183,598.83	1,183,598.83	1,183,598.83	1,193,751.82	1,224,515.38	1,256,201.84	1,288,838.89	1,322,455.06
Salaries/FICA/OT2% increase	515,821.15	519,285.15	529,670.85	540,264.27	551,069.56	562,090.95	573,332.77	584,799.42	596,495.41	608,425.32	620,593.82	633,005.70
Retirement 2% Increase	64,797.36	65,191.73	66,495.56	67,825.48	69,181.99	70,565.63	71,976.94	73,416.48	74,884.81	76,382.50	77,910.15	79,468.36
Medical Insurance	112,200.00	123,678.46	110,000.00	112,200.00	114,444.00	116,732.88	119,067.54	121,448.89	123,877.87	126,355.42	128,882.53	131,460.18
Training/Travel/Uniforms/Dues	6,500.00	6,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00	9,500.00
CAD/RMS/JMS Maintenance 5% Increase	31,950.45	33,547.97	35,225.37	36,986.64	38,835.97	40,777.77	42,816.66	44,957.49	47,205.37	49,565.63	52,043.92	54,646.11
Phone Service 1% Increase	9,272.71	9,365.44	9,459.09	9,553.68	9,649.22	9,745.71	9,843.17	9,941.60	10,041.02	10,141.43	10,242.84	10,345.27
VHF Radio Maintenance 3% Increase	30,487.08	31,401.70	32,343.75	33,314.06	34,313.48	35,342.89	36,403.17	37,495.27	38,620.12	39,778.73	40,972.09	42,201.25
Tower Rental 3% Increase	10,000.00	10,000.00	28,428.00	29,280.84	30,159.27	31,064.04	31,995.96	32,955.84	33,944.52	34,962.85	36,011.74	37,092.09
Equipment/Software Maintenance 3% Increase	20,000.00	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72	28,981.85	29,851.31	30,746.85	31,669.25	32,619.33	33,597.91
Smart911 Service 3% Increase	6,750.00	6,952.50	7,161.08	7,375.91	7,597.18	7,825.10	8,059.85	8,301.65	8,550.70	8,807.22	9,071.44	9,343.58
Priority Dispatch Maintenance 3% Increase	3,600.00	3,708.00	3,819.24	3,933.82	4,051.83	4,173.39	4,298.59	4,427.55	4,560.37	4,697.18	4,838.10	4,983.24
Office/Operating Supplies	2,273.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
Total Operational Expenditures	\$813,652	\$839,631	\$862,853	\$881,757	\$901,121	\$920,956	\$941,276	\$962,095	\$983,427	\$1,005,286	\$1,027,686	\$1,050,644
Emergency Notification System Service	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,090	\$3,183	\$3,278	\$3,377	\$3,478	\$3,582
Additional employee				\$65,000	66,950.00	68,958.50	71,027.26	73,158.07	75,352.81	77,613.40	79,941.80	82,340.06
Bellaire to Mancelona IP Connection		\$14,000	\$14,000	\$14,000	\$14,420	\$14,853	\$15,298	\$15,757	\$16,230	\$16,717	\$17,218	\$17,735
2019 911 Workstation Hardware Refresh	\$	6,000.00										
2024 911 Workstation Hardware Refresh							\$8,000.00					
2029 911 Workstation Hardware Refresh											\$	8,000.00
2024 CAD/RMS/JMS Server Hardware Update						\$60,000.00						
2034 CAD/RMS/JMS Server Hardware Refresh											\$60,000.00	
NG911 Intrado Viper		\$70,000										
NG911 TEXT2911 CAD												
NG911 Intrado Viper Maintenance			13,890.07	13,890.07	13,890.07	13,890.07	\$ 14,306.77	\$ 14,735.98	\$ 15,178.05	\$ 15,633.40	\$ 16,102.40	\$ 16,585.47
UPS Replacement				\$35,000.00			\$35,000.00					\$ 35,000.00
MCT Hardware	\$	110,000.00										
MCT Software		\$200,000	\$24,000	\$24,720	\$25,462	\$26,225	\$27,012	\$27,823	\$28,657	\$29,517	\$30,402	\$31,315
2021 MCT Laptop Replacement							\$160,000.00					
2027 MCT Laptop Replacement												\$ 180,000.00
MCT Access fees	\$	20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Carpet		\$10,000										
Furniture		\$52,000										
RADIO CONSOLE												
New radio Console			\$440,000.00									
New radio console annual costs				\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00
VHF RADIO IMPROVEMENTS												
Tower and Infrastructure Improvements			\$250,000.00									
800 Radios and Pagers			\$30,000.00	\$200,000.00								
Radio Tower Construction					\$800,000.00							
911 Portable & Mobile Radio Replacement				\$ 50,000.00								
Audio Logger (911 Portion)				\$17,000.00					\$18,000.00			
Total Capital Expenditures	\$3,000	\$485,000	\$794,890	\$469,610	\$970,722	\$233,927	\$380,734	\$181,656	\$203,696	\$189,857	\$254,143	\$421,557
Net Revenue and Expenditures	\$ 2,204,397.25	\$ (227,188.68)	\$ (532,426.48)	\$ (197,340.24)	\$ (688,243.50)	\$ 28,716.15	\$ (138,412.08)	\$ 49,999.88	\$ 37,392.21	\$ 61,059.27	\$ 7,010.20	\$ (149,745.65)
Operational Reserve Balance 15%				\$129,427.94	\$132,263.58	\$135,168.10	\$138,143.41	\$141,191.47	\$144,314.32	\$147,514.05	\$150,792.83	\$154,152.89
Fund Balance	\$ 2,204,397.25	\$ 1,977,208.57	\$ 1,444,782.08	\$ 1,118,013.91	\$ 429,770.40	\$ 458,486.55	\$ 320,074.47	\$ 370,074.36	\$ 407,466.57	\$ 468,525.84	\$ 475,536.04	\$ 325,790.39

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
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Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Commission on Aging

Submitted By: Judy Parliament, COA Director

Reviewed and Approved By: Peter Garwood, Administrator

Agenda Item: LPI Senior Space Software Agreement

1. Action Request/Suggested Motion

Authorize Board Chairman to execute, on behalf of the Antrim County Commission on Aging, the 3-year Senior Space Software Service Agreement, effective September 3, 2020 through September 2, 2023, between Antrim County and Liturgical Publications, Inc.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

This is a software option that we have been looking at and wanting for a few years. It was built specifically for community agencies and senior centers. We had planned to bring this agreement to the BOC just prior to COVID with a plan to fund the annual cost, in full or in part, with income from senior trips. After the cancellation of trips, we put it on hold. We now have the opportunity for grant funds that would allow us to purchase the program and get the kiosk in place before we re-open our Senior Centers and Meal Sites.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

We expect that the reports and scheduling ability of this program will reduce the staff time required for the current time-consuming processes. (Reminder, we have not re-hired the position vacated by recent retirement in the COA office). Additionally, the “key fob” capability will allow for ease of check-in (for seniors) and fast access for accurate contact tracing information, if needed.

4. Financial – Budget-related information

Our successful application for a grant through AAANM will provide funds needed to get the program up and running, going into the new fiscal year (Oct 1 thru Sept. 30) of reporting for AAANM grants.

5. Legal Review

Complete - with 3 noted concerns (noted in email from Haider, dated 2/24/2020) which I am working on with LPI to address and/or correct.

6. Policy Implications

N/A

7. Plan – Timeline with who, what, where, and how

Agreement has been sent to Valerie Craft at the IT Dept. for review and input. She did not see any issues at first review.

LPI has indicated a quick set up once the necessary agreements have been signed and a commitment for purchase has been made. This program will be used at the Bellaire site only, to begin with. Once we have experience with it and can determine the value to having the smaller sites included, there are options for adding smaller hand-held or desktop units there, as well.

8. Alternative Plan

N/A

9. Attachments Included

LPI informational brochure

FYI: <https://www.lpiseniors.com/senior-space-demo/> is a link to a recorded webinar on SeniorSpace



Senior Space Software Service Agreement

This Senior Space Software Service Agreement (this “**Agreement**”), is by and between LPi, a Michigan corporation (“**Provider**”) and Antrim County Commission on Aging located at 308 E. Cayuga, PO Box 614, Bellaire, MI 49615 (“**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The Parties agree as follows:

1. Definitions.

(a) “**Services**” means the software service offering described in **Exhibits A and B**.

(b) “**Authorized User**” means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(c) “**Authorized Use**” means Authorized Users may only use the Services for the purposes of the administration of the Customers member management requirements.

(d) “**Customer Data**” means information, data, and other content, in any form or medium, which is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(e) “**Provider IP**” means the Services, any documentation provided for the Services, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP does not include Customer Data.

2. Customer Rights and Responsibilities.

(a) Right to Use. Subject to terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such Authorized Use is limited to Customer’s internal use. Customer shall not use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(b) Customer Responsibilities. Customer is responsible and liable for all uses of the Services resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of the Services, and shall cause Authorized Users to comply with such provisions.

(c) Customer Systems. Customer is responsible for obtaining and maintaining all computer hardware, software, and communications equipment and services on or through which the Services are accessed or used, including that the Customer shall purchase from Provider the hardware described in **Exhibit A**.

3. Service Levels and Support.

(800) 950-9952 | p: (262) 785-1188 | a: 2875 S James Drive, New Berlin, WI 53151 | www.4lpi.com/seniors

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in **Exhibit B**.

(a) Support. The access rights granted hereunder entitles Customer to the support services described in **Exhibit B**.

4. Fees and Payment.

(a) Fees. Customer shall pay Provider subscription fees (“Fees”) as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars annually on or before the due date set forth in **Exhibit A**.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for payment of all applicable taxes.

5. Confidential Information. From time to time, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that is marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”). The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed.

6. Intellectual Property Ownership.

a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.

b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer.

7. Limited Warranty and Warranty Disclaimer.

Provider warrants that the Services will conform in all material respects to the service levels set forth in **Exhibit B** when accessed and used in accordance with the applicable documentation. Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit B**. The remedies set forth in **Exhibit B** under the Satisfaction Guarantee section are Customer’s sole remedies and Provider’s sole liability under the limited warranty set forth in this Section.

8. Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY IN AN AMOUNT IN EXCESS OF THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY.

9. Term and Termination.

- a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions in Exhibit B under the Satisfaction Guarantee section, will continue in effect until three years from such date (the "**Subscription Period**"). This Agreement will automatically renew for additional successive one-year Subscription Periods unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least six (6) months prior to the expiration of the then-current Subscription Period.
- b) Termination. Provider may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 6. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.
- c) Survival. This Section 9(c) and Sections 1, 4, 5, 6, 7, 8, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

(c) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin, excluding its conflict of law rules. Any claim arising out of this Agreement may be litigated exclusively in the federal or state courts located in the county of Waukesha, Wisconsin, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

The Parties have executed this Agreement as of the Signature Date.

LPI

Signature: Celina Kwolek

Printed Name: Celina Kwolek

Title: Business Development Manager

Date: 8/10/2020

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A

Senior Space Subscription

Senior Space Services with advertising: \$1,200/Year

The Senior Space service will provide the customer the ability to manage memberships by scheduling your center programs, managing your site space, and handle all of your member registrations and check-ins. The Services include robust reporting features to track all center activity. The subscription price is augmented by our ability to place advertising in the form of member portal banner ads, full screen ads on the touchscreen kiosks when dormant, and poster ad on floor stand.

Senior Space Services without advertising: \$2,400/Year

The Senior Space service will provide the customer the ability to manage memberships by scheduling your center programs, managing your site space, and handle all of your member registrations and check-ins. The Services include robust reporting features to track all center activity.

Meals Module: Add \$400/Year for ad supported. \$800/ Year for non-ad supported.

Transportation Module: Add \$400/Year for ad supported. \$800/ Year for non-ad supported.

Meals and Transportation Module: Add \$600/Year for ad supported. \$1,200/ Year for non-ad supported.

Summary

The first touchscreen and 500 cards are included in the subscription. Additional units may be purchased for an added cost.

Hardware	Quantity	List price	Extended Amount
Senior Space Subscription	1	\$1,800	\$1,800/ Year
Floor stand model	1	\$1,300	\$0/ included
Desktop model	0	\$1,200	\$0
Touch screen monitor, keyboard and mouse	1	\$0	\$0/ included
Bar code reader	1	\$0	\$0/ included
Barcoded key cards	0	\$450	\$0
Barcoded key fobs	500	\$300	\$0/ included
Additional key cards	0	\$0	\$0
Additional key fobs	1,000	\$600	\$375

Subscription Payments:

- \$1,800.00 Annually:** Subscription fee invoiced in full immediately after customer has begun to use the software in a live environment. Recurring subscription fees invoiced annually on anniversary of initial live date.
- \$900.00 Semiannually:** Subscription fee invoiced twice a year. Initial payment due after customer has begun to use the software in a live environment. Recurring reoccurring subscription fees invoiced every six months.

Additional Unit Payments:

- \$375.00 One-time payment:** Additional Units Fees billed on first invoice only
- \$187.50 Two-time payment:** Additional Units Fee will be billed twice within the first year. Initial Fee billed with first subscription invoice. Second payment due after initial six-month live period.

EXHIBIT B
SERVICE LEVELS AND SUPPORT

Service Levels

Provider will make commercially reasonable efforts to make the Services operational and available to customers 24 hours per day, 7 days per week, except for scheduled maintenance and upgrades, and excluding API interruptions or third-party system interruptions. Provider shall provide at least 24 hours' advance notice to Customer on scheduled maintenance in excess of 30 minutes. Notice will be delivered via electronic means including via the Services.

Updates

Provider shall maintain the Services and provide all patches and fixes to the Services at no additional cost. Normal Maintenance shall be provided outside standard business hours. Emergency Maintenance shall be provided as needed.

Support

Telephone support shall be provided on normal business days between 7:00am CST and 6:00 pm CST.

Security

Data Protection. Provider shall implement reasonable safeguards to prevent unauthorized access to, use of, or disclosure of the Customer Data. We are committed to keeping your member information confidential. We do not sell, rent, or lease our client's lists to third parties, and we will not provide your personal information to any third-party individual, government agency, or company at any time unless compelled to do so by law.

Statistical Information. Provider may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, but only if such information does not identify the data as Customer's or otherwise include Customer's name.

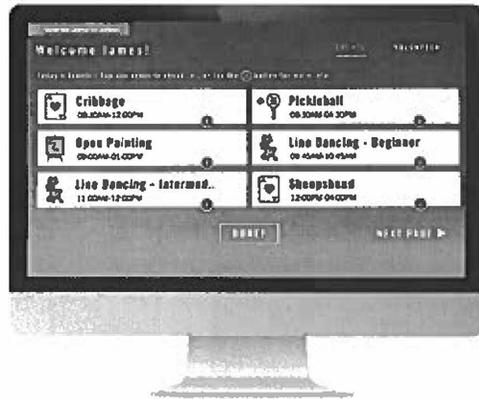
Satisfaction Guarantee

If customer is dissatisfied with The Services under this Service Agreement, Customer will give Provider written notice of the cause of the dissatisfaction and allow provider 30 days to cure the problem. If after that 30-day period, Customer remains dissatisfied, Customer may terminate the Contract and receive a refund for any advance payments for the Service. If the cancellation occurs within the first three years of the agreement, then the Customer must return the Kiosk and all other hardware to provider at customer's expense.





KIOSK



TABLETOP DISPLAY



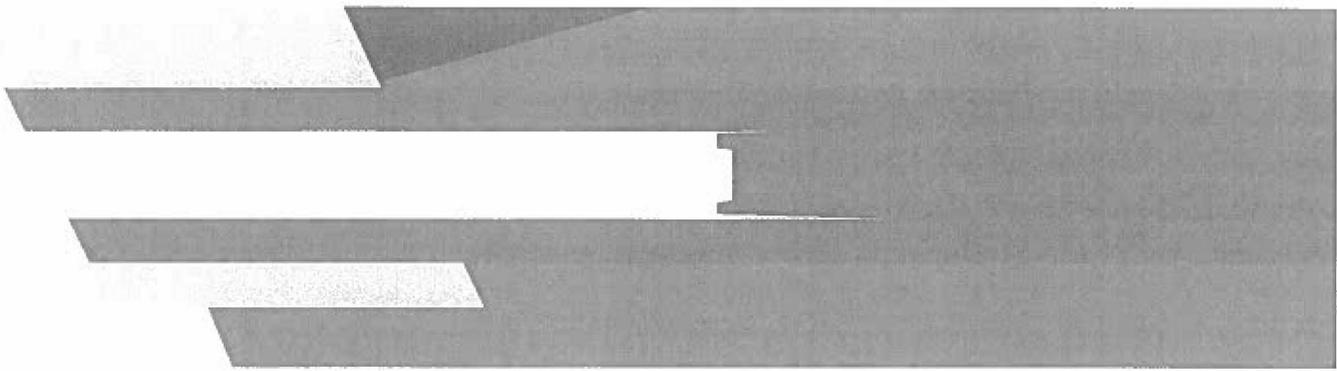
SCANNER & CARDS

- ▶ Cloud-based modern system architecture and portal
- ▶ Automatic updates - No downloading or rebooting required
- ▶ Mobile responsive from any device - computer, tablet, or smartphone
- ▶ All-in-one computer touch screen
- ▶ Omnidirectional, hands-free USB barcode reader
- ▶ Scannable ID cards for assigning key cards to members to check in
- ▶ Professional 1:1 training
- ▶ Ongoing customer and technical support
- ▶ Quarterly new feature releases driven by our customer feedback

**Optional kiosk stands and additional touch screens available for purchase.*

**Includes a professional fleet of Advertising Sales Executives and advertising design for customers selecting the ad-supported model*



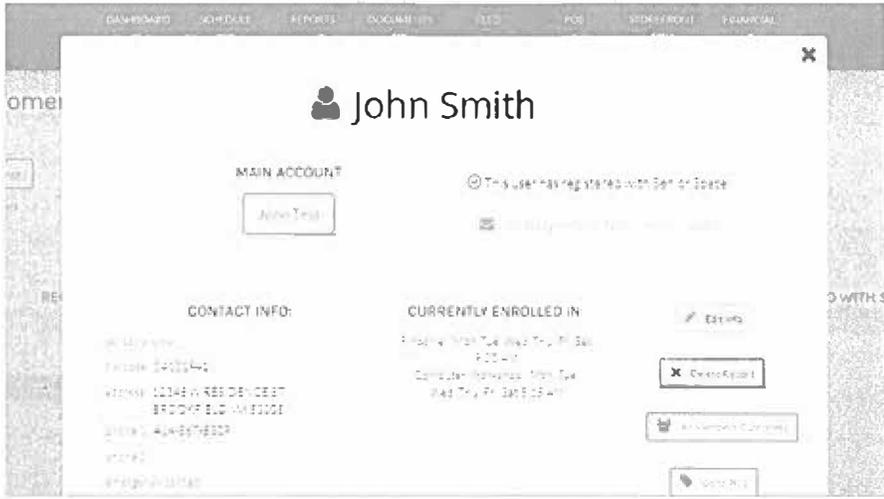
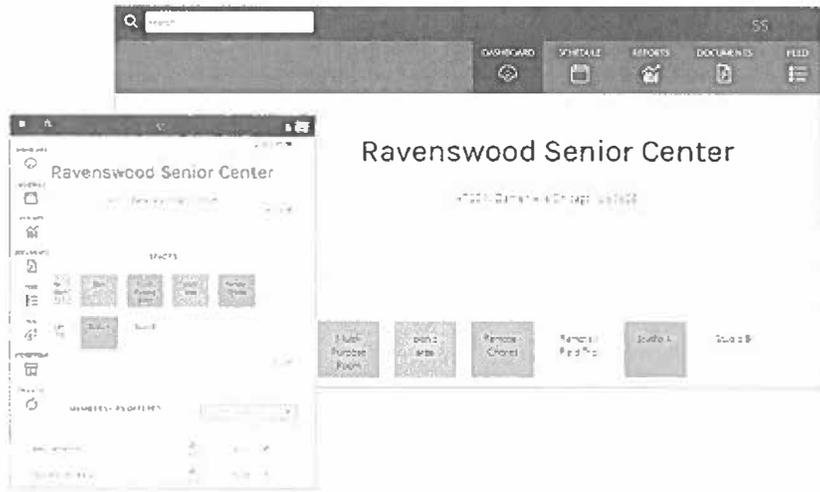


Remote Access From Anywhere

The admin portal can be accessed anywhere from any device with an Internet connection. It's as easy as entering the portal URL ourseniorspace.com and adding your email and password.

Mobile Responsive Website

Through the admin portal, you'll have customized and secure access from any device that allows you Internet access. The Senior Space system will optimize to the device you are using so the user experience from your tablet or smartphone works as well as viewing the software on a laptop or desktop.



Manage Your Members

From the main dashboard, you and your staff will find it simple to manage your current members and add new ones. The easy website navigation makes it easy to view/add/edit your members information. View a member's activity with quick access to the classes they are currently enrolled in.

Customize Your Reports

Senior Space reports are flexible enough to meet all of your center's needs. Start with a basic supplied report, then customize it. Choose the columns you want to display and move them around so that the data makes sense to you and the report requestor or recipient. Apply filters to any of the fields and then save the report so that you can run your personal report any time you want. All you need to do is select your saved report and enter the appropriate date range ... then your report is ready for you.

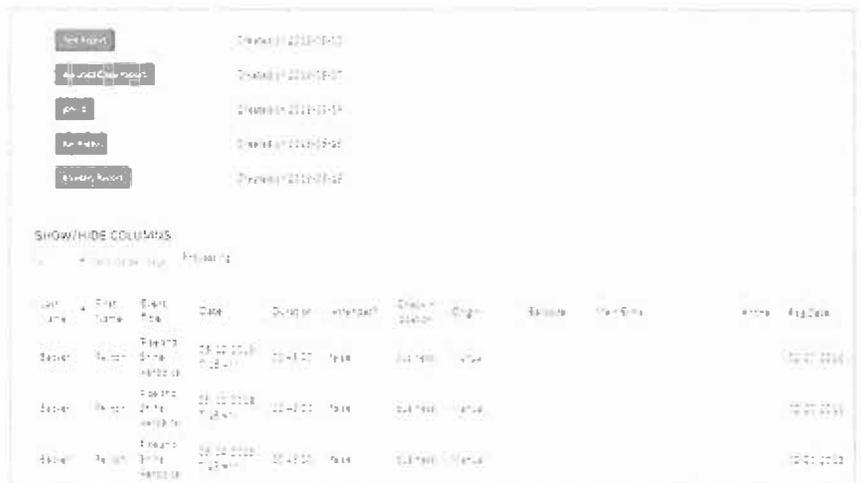


Member Check-in Reports

It's easy to run any report you need to evaluate the activity use of your center. Create a report on one or more of your center's categories (like fitness or games) or subcategories (like aerobics or strength training). Run a report on membership levels. Create any customized report you need, name it, and save the template.

Export Report to CSV

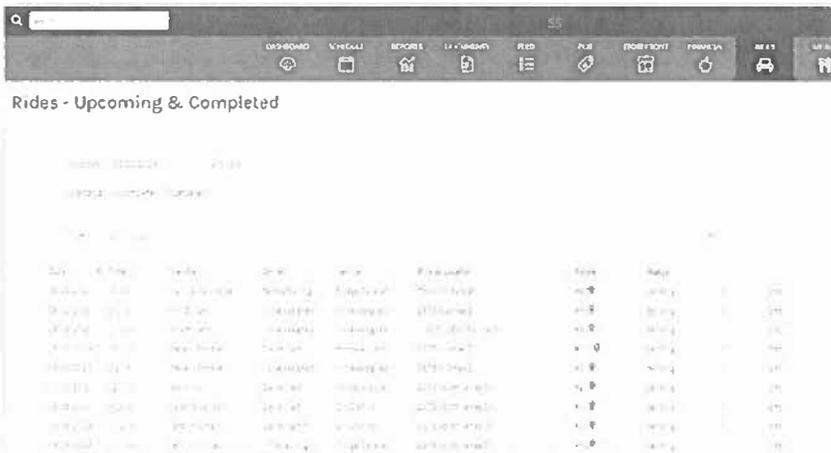
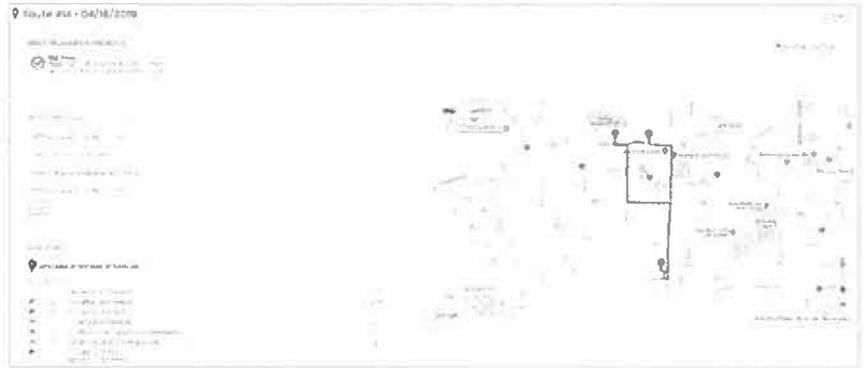
Once you create reports, it's easy to export your report data as a CSV file, so you can further sort and organize the data in Excel or upload to your other systems. This makes it easy for you to use your data to manage your center and get the funding you need to keep your doors open.



The Transportation module is available as an add-on to the base Senior Space system.

Route View

The Route View provides you with a graphical step by step set of directions for your scheduled rides. You can reorder the stops and pickups to meet the needs of your members and the efficiencies of your center.



Rides View

In the Rides View, you can see a complete list of all upcoming, completed, or cancelled rides for a selected date range. Today's rides are highlighted for easy identification and verification of all required information. Easily make changes to any of the details of a ride, such as driver, vehicle, pickup date, pickup time, pickup location, and destination.

Driver/Vehicle View

Easily manage the important details about your drivers and the vehicles in your fleet. Members can request a ride, and you can schedule a single ride, a recurring pickup, or combine multiple ride requests on the same or similar routes. Capture information about the types of rides that you are offering and the most frequent locations for simple reporting as needed.





Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Human Resources

Submitted By: Stephanie Murray, Human Resources Director

Reviewed and Approved by: Peter Garwood, County Administrator

Agenda Item: Employer Health Insurance Premium Caps for 2021

1. Action Request/Suggested Motion
<p>To set the County employer health insurance premium caps for the 2021 benefit year beginning January 1, 2021, and adopt the following employer health insurance premium caps: Single \$586.99, 2-person \$1315.15, and Family \$1643.95, and that the funding source be the 2021 general fund, special projects cost center - contingency line item (101-895-999.000) and authorize the Finance Director to make the corresponding 2021 budget amendments.</p>
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
<p>The proposed 2021 caps represent the 2020 caps, set by the Board, increased by 3.3%. The 3.3% is the percentage change in the medical care component from the period March 2018 – February 2019 to the period March 2019 – February 2020 as provided by the Michigan Department of Treasury.</p>
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
<p>The County has exempted itself from hard caps (MCL 15.563) and annual 80/20 (MCL 15.564) and has established unique caps for insurance.</p>
4. Financial – Budget-related information
<p>The adjustment for the caps would be from contingency line item 101-895-999.000.</p>
5. Legal Review
<p>N/A</p>
6. Policy Implications
<p>N/A</p>
7. Plan – Timeline with who, what, where, and how
<p>The new caps would begin January 1, 2021 and continue through December 31, 2021.</p>
8. Alternative Plan – What are the implications if failure to approve?
<p>There is no alternative plan. Union contracts state that the County will follow this format.</p>
9. Attachments Included
<ul style="list-style-type: none"> 3/18/2020 Communication from the State Treasurer RE public employer contributions to medical benefit plans, annual cost limitations for calendar year 2021.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

RACHAEL EUBANKS
STATE TREASURER

March 18, 2020

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2021**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2020, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$ 6,818.87 times the number of employees and elected public officials with single-person coverage
- \$14,260.37 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$18,596.96 times the number of employees and elected public officials with family coverage.

The limits for 2021 equal the 2020 limits increased by **3.3 percent**. The 3.3 percent is the percentage change in the medical care component from the period March 2018-February 2019 to the period March 2019-February 2020.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2021, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- \$ **7,043.89** times the number of employees and elected public officials with single-person coverage
- \$ **14,730.96** times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$ **19,210.66** times the number of employees and elected public officials with family coverage.


Rachael Eubanks
State Treasurer

March 18, 2020



Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Human Resources and Administration

Submitted By: Stephanie Murray, Director & Peter Garwood, Administrator

Agenda Item: Temporary Remote Work Policy – Covid-19

1. Action Request/Suggested Motion
To approve the Temporary Remote Work Policy and Agreement as presented.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
<p>Due to the COVID-19 pandemic there maybe reasons why various departments and offices may at some point need to let an employee or employees work remotely, if possible. The fact that schools are starting up, in particular some with virtual learning, is one reason this issue is coming up at this time. Additionally, we have already allowed employees to work from home when they are waiting for their COVID-19 test results (if possible). This policy allows a department head/elected official working with the County Administrator and the HR Department to allow an employee to work from home on a temporary basis.</p> <p>I sent out an email blast to the other county administrators regarding this issue and found that they also were dealing with it, and most had a policy recently adopted by their Board of Commissioners.</p> <p>Stephanie took the policy that seemed to fit Antrim County best and tailored it for our purposes. It or some version of it was in use by more counties than any other policy.</p>
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
<p>To work with our employees during this unprecedented time, and to be in compliance with, EO 2020-114, 1., q. which states: <i>Promote remote work to the fullest extent possible.</i></p> <p>And, EO 2020-160, 1. which states: Remote work. <i>Any work that is capable of being performed remotely (i.e., without the worker leaving his or her home or place of residence) must be performed remotely.</i></p>
4. Financial – Budget-related information
None.
5. Legal Review
NA
6. Policy Implications
Currently, there is not a policy that addresses this issue and that is why this policy is needed.
7. Plan – Timeline with who, what, where, and how
The policy will be implemented upon approval.
8. Alternative Plan – What are the implications if failure to approve?
There is no alternative plan. If the policy is not adopted we will be forced to deal with the need on an ad hoc emergency basis.
9. Attachments Included
The Draft Antrim County Temporary Remote Work Policy COVID-19 and Agreement

**ANTRIM COUNTY
TEMPORARY REMOTE WORK POLICY
COVID-19**

Objective

In the event of a public emergency and/or in compliance with public health guidance for contagious diseases, Antrim County may allow or require certain employees to temporarily work remotely to ensure business continuity. Remote work is defined as performing job responsibilities from an alternative location (i.e., home) for an equivalent amount of time as normally worked on-site.

While this policy addresses the potential authorization for an employee to work from home on a temporary basis due to the COVID-19 pandemic, it is the intention of the Board of Commissioners and Administration to evaluate the possibility of allowing remote work in the event of a future crisis. Every crisis offers the opportunity to evaluate current processes and procedures. Lessons learned and efficiencies gained will allow the County to be better positioned for future challenges.

Procedures

In the event of an emergency, Antrim County may allow or require certain employees to work remotely. These employees will be advised of such requirements by the Elected Official or Department Head. Preparations should be made by employees and Elected Official or Department Heads well in advance to allow remote work in emergency circumstances. This includes appropriate equipment needs, such as hardware, software, phone, and data lines. The Information Technology department is available to review these equipment needs and to provide support to employees in advance of emergency remote work situations. Information Technology department will not travel to an employee's off-site work location to provide assistance with technology needs. In the event of a technical difficulty, employees should notify their office and Information Technology immediately. In the event there is an equipment failure, the employee will need to schedule a time to bring the equipment to Information Technology.

During an emergency period, an employee may request consideration for or be directed to work through a remote work arrangement. The employee and Elected Official or Department Head will discuss the job responsibilities and determine if the job is appropriate for a remote work arrangement, including equipment needs, workspace design considerations and scheduling issues.

At the request of the Elected Official or Department Head a remote work agreement will be prepared and signed by the employee and Elected Official or Department Head and provided to the County Administrator.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Remote Work employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite. Antrim County will not be responsible for costs associated with the setup of the employee's remote work environment, such as remodeling, furniture or lighting, nor for repairs or modifications to the remote office space.

Antrim County will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by Antrim County is to be used for business purposes only and remains subject to any applicable computer-use/email use policies.

Consistent with Antrim County's expectations of information security policies for employees working at the office, remote work employees will be expected to ensure the protection of all County information accessible from their remote office.

Employees should not assume any specified period of time for emergency remote work arrangements and Antrim County may require employees to return to regular, in-office work at any time and should be prepared daily for such notification.

The Elected Official or Department Head should use the following criteria in determining whether an employee is an appropriate candidate for remote work:

- Employee suitability
- Dependability
- Flexibility
- Proven Performance
- No record of disciplinary action
- Comprehensive knowledge of their position
- Availability of adequate internet connection.

The below criteria should be used to determine if job responsibilities of the position can be successfully fulfilled during remote work:

- Measurable work activities
- Little need for face-to-face interaction with coworkers
- Clearly established goals and objectives
- Duties that can be performed alone
- Equipment needs that are limited and can be easily stored at the off-site location
- System access and data security of confidential or restricted data.

Responsibilities

Position requirements and responsibilities will not change due to remote work. Employees face the same expectations in relation to professionalism, work output and customer service, regardless of where the work is being performed. The amount of time an employee is expected to work in a given week will not change, although the exact scheduling of allotted hours will be left up to the discretion of their direct Elected Official or Department Head. If an employee's physical presence is required at Antrim County's primary work location, they may be expected to report upon notification by their Elected Official or Department Head.

Additionally, employees are expected to abide by the following general rules:

- Be transparent about your availability and keep your calendar and availability status up to date indicating when you are online or offline.
- Maintain strong communication by conducting regular check-ins with your Elected Official or Department Head and coworkers.
- Utilize your video meeting technology and telephone over email as often as possible.
- Request annual leave when you are intending to be away from your work and report illness to your office.
- Setup a dedicated workspace that allows you the most focus as possible.
- Prepare a child care strategy if needed, don't work and parent at the same time.

- Be patient and understanding with coworkers that don't have ideal remote working conditions.

Contact with Office

Employees approved for remote work are responsible for maintaining regular contact with their Elected Official or Department Head. The Elected Official or Department Head will act as the employee's primary contact at Antrim County. Both the employee and their Elected Official or Department Head are expected to work together to keep each other informed of any developments that occur during the workday. Employees are required to communicate regularly with their office and coworkers, and provide a weekly written report of activities.

Employees must have approval from their Elected Official or Department Head to:

- Alter their defined work schedules
- Move County equipment to a new location
- Transfer primary off-site operations to a new location

Equipment

On a case-by-case basis, Antrim County will determine, with information supplied by the employee and the Elected Official or Department Head, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each remote work arrangement. The County Administrator and Information Technology department will serve as resources in this matter. Equipment supplied by Antrim County will be maintained by Antrim County. Equipment supplied by the employee, if deemed appropriate by Antrim County, will be maintained by the employee.

All of the following apply to equipment provided by Antrim County for a remote work arrangement:

- All equipment purchased by Antrim County remains the property of Antrim County.
- All equipment, including laptop and corresponding portable power supply and voice devices such as a headset, is to be returned in a timely fashion should the employee cease remote work operations for any reason.
- Hardware is only to be modified or serviced by the Information Technology department.
- Software provided by Antrim County is to be used only for its intended purpose and should not be duplicated without consent.
- Any equipment provided by Antrim County for off-site use is intended for legitimate business use only.
- All hardware and software should be secured against unauthorized access.
- All Antrim County technology policies and work policies must be followed during remote work.

**ANTRIM COUNTY
TEMPORARY REMOTE WORK AGREEMENT
COVID-19**

Antrim County encourages all departments to consider ways of implementing social distancing as a method to minimize the spread of the COVID-19 virus (referred to throughout this document as the current health situation). One such option for social distancing is working remotely on a temporary basis where the Elected Official or Department Head has determined that such temporary remote work is appropriate and viable. This Temporary Remote Work COVID-19 Agreement should be used in all instances in which management has determined that an employee may temporarily work remotely as a means of social distancing.

This Agreement is between Antrim County, the Elected Official or Department Head, and the employee (“you”), and must be signed and approved by the employee’s Elected Official or Department Head and Administrator. If further temporary remote work is deemed appropriate by management, a new Agreement should be prepared and signed. Note that having successfully engaged in temporary remote work pursuant to this Agreement does not mandate agreement to any future remote work.

The employee agrees to the following conditions:

- A. Antrim County, the Elected Official or Department Head and you agree that you will temporarily work remotely on the following scheduled days and hours:

And with the following frequency (such as each workday, every other week, each month etc.)

_____. You understand that this agreement to permit you to work remotely is a temporary measure only, and will be reviewed continuously during the period in which Antrim County encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, Antrim County, the Elected Official or Department Head may alter this schedule or end the temporary remote work agreement at any time at her/his discretion.

- B. You agree to maintain a presence with your department and communicate regularly with your office and coworkers while temporarily working remotely. Presence may be maintained in the manner and using the technology, directed by the department, which remains readily available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times that department expects or requires you to work. You are expected to maintain the same response times as if you were at your regular work location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.
- C. This temporary remote work arrangement will begin on _____ and will remain in effect unless altered or terminated at any time as described in paragraph A above.
- D. While temporarily working remotely you will work just as if you were in your regular Antrim County Work location and maintain productivity, performance, communication, and responsiveness standards as if you were not temporarily working from a remote location. This Agreement does not change the basic terms and conditions of your employment with Antrim County. You will perform all of your duties as set forth in your job description, as well as those

additional and/or different duties that the Department may assign from time to time. Further, you remain obligated to comply with all Antrim County (as well as the department's) policies and procedures.

- E. You will communicate regularly with your office and coworkers, which will include a weekly written report of activities.
- F. If you are a non-exempt (hourly) employee, you are not to work overtime without prior approval from your Elected Official or Department Head, and you are required to take your rest and meal breaks while working remotely in full compliance with federal, state, and local guidelines. You agree to follow such procedures as your manager or your Department may establish in order to minimize the likelihood of interruptions or delays to your rest or meal breaks in a way that causes a violation of Antrim County policy. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break in full compliance with the requirements of federal, state, or local policy on a day on which you worked remotely.
- G. You will be solely responsible for the configuration associated with your remote workspace. This includes ensuring and maintaining an ergonomically appropriate and safe remote worksite.
- H. All injuries incurred by you during hours you are working and all illnesses that are job-related must be reported. Review the Antrim County Employee Handbook regarding workers' compensation for more detailed information.
- I. You agree that Antrim County equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Antrim County equipment. The employee understands that all tools and resources provided by the company shall remain the property of Antrim County at all times.
- J. You agree to protect Antrim County equipment from theft or damage and to report theft or damage to your manager immediately.
- K. You agree to comply with Antrim County's policies and expectations regarding information security. The employee will be expected to ensure the protection of all Antrim County information accessible from their remote offices. You agree to follow elected official's office policies or applicable laws.
- L. You understand that all terms and conditions of employment with Antrim County remain unchanged, except those specifically addressed in this agreement.

This Agreement is subject to all applicable Antrim County policies, procedures, and collective bargaining agreements. By signing this agreement, you are also confirming you have read, understood, and will comply with all provisions in connection with your remote work arrangement, including but not limited

to, Work Rules, Acceptable Use of Information Technology Policy, Conflict of Interest, and Nondiscrimination and Anti-Harassment Policy.

You acknowledge that if your Elected Official or Department Head deems that the temporary remote work arrangement described in this Agreement is not working effectively or as envisioned, or your Elected Official or Department Head determines the staffing levels in the office requires that you return to working on site temporarily, management may at any time adjust or end the temporary remote work arrangement. Management will strive to provide at least 24 hours' advance notice of any changes to the temporary remote work arrangement.

Antrim County will provide appropriate office supplies (paper, pens, etc.) as deemed necessary and you will be responsible for reporting to your office to pick up those supplies.

Antrim County will provide the following equipment: _____

The employee will provide the following equipment: _____

ACKNOWLEDGEMENT

I have read and agree to the terms of the Temporary Remote Work Policy, and I agree to the duties, obligations, responsibilities, and conditions outlined herein.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

APPROVED BY:

Approver Signature (Elected Official/Department Head)

Date

Print Name/Title

Department

Approver Signature (Administrator)

Date



Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Administration Office

Submitted By: Pete Garwood, County Administrator

Agenda Item: Mancelona Downtown Development Authority (DDA) Opt-Out

1. Action Request/Suggested Motion

RESOLUTION

**A Resolution to Exempt Antrim County Tax Levy from
Capture by the Village of Mancelona
Downtown Development Authority (DDA)
With Respect to Land Being Added to the District**

WHEREAS, in accordance with Recodified Tax Increment Financing Act, Act 57 of 2018, as amended, the Village of Mancelona Clerk has sent the County of Antrim notice of a public hearing held on August 11, 2020 to consider adoption by the Village Council of an ordinance to adopt the Amended and Restated Development Plan and Tax Increment Financing Plan of the Mancelona Downtown Development Authority, and Expansion of the DDA District, and

WHEREAS, the adoption of a Amended and Restated Development Plan and Tax Increment Financing Plan of the Mancelona Downtown Development Authority, and Expansion of the DDA District by the Village of Mancelona will enable the capture of County tax revenue from parcel added to the District, and

WHEREAS, on October 8, 2009 the Antrim County Board of Commissioners approved a Tax Sharing Policy which provides conditions under which Antrim County may participate in a tax sharing agreement with the local unit of government considering the establishment or expansion of a future tax capture or tax abatement program, and

WHEREAS, the tax sharing agreement discussion is to begin after the County takes the appropriate action to exempt the County tax levy from capture by the local unit of government with the intention that if and when an agreement can be reached the County will allow some tax capture under specific conditions, and

WHEREAS, the County has 60 days from the public hearing to exempt the County tax levy from capture of the lands being added to the District.

NOW, THEREFORE, BE IT RESOLVED, the Antrim County Board of Commissioners hereby exempts the Antrim County tax levy from capture specifically for the lands being added through the proposed Village of Mancelona Amended and Restated Development Plan and Tax Increment Financing Plan of the Mancelona Downtown Development Authority, and Expansion of the DDA District.

2. Background and Current Situation – Concisely include pertinent facts, dates, etc.

In 1994 the Village of Mancelona adopted an ordinance creating a Downtown Development District Authority and establishing the Downtown Development District boundaries. In 1996 the Village approved an ordinance to create a Development Plan and Tax Increment Financing (TIF) Plan. It is the stated intention that the current effort would add a parcel owned by the Village of Mancelona to the DDA District and include changes to the TIF Plan.

3. Goal – Why the action is necessary; What is the specific target or outcome desired?

In 2009 the Board of Commissioners approved a Tax Sharing Policy with the intention to opt out of each tax capture plan by any of the local units of government, essentially putting a pause on the process to give the County the opportunity to evaluate the projects in the plan and determine which projects the LUG can capture County taxes. Once decided, the County would opt back in once a tax sharing agreement has been approved by both units of government that included only those projects listed in the proposed plan chosen by County.

4. Financial – Budget-related information

The way a Development and TIF Plan works is, on the date it is implemented the amount of tax revenue the County receives is frozen for a specified period of time. During that time tax revenue generated by any increase in the taxable value is captured and distributed to the Village DDA to be used for implementation of the projects listed in the plan. Once the period of time listed in the plan is over distribution of the additional tax revenues to the DDA would stop and would revert back to the County.

5. Legal Review

The statute which applies to the entire process has recently (2018) been recodified. Therefore, I had legal counsel review the process used by the Village and the Plan to provide advice on the County’s options. I also had him review the resolution after I drafted it.

6. Policy Implications

By opting out the County Board is following policy.

7. Plan – Timeline with who, what, where, and how

The County Board has sixty (60) days after the public hearing to opt out of the plan, or will lose the opportunity.

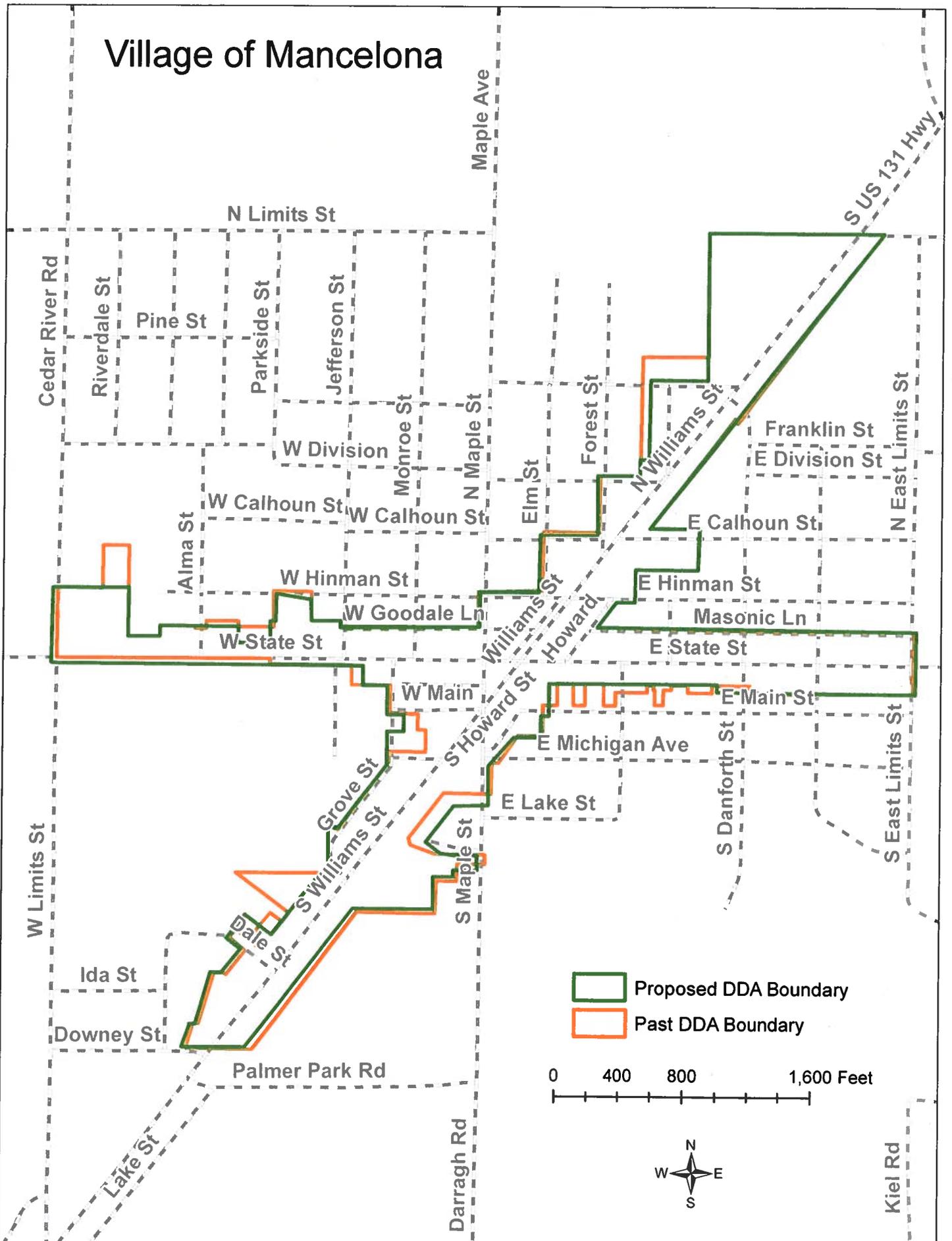
8. Alternative Plan – What are the implications if failure to approve?

Please see #7.

9. Attachments Included

Map of the current DDA and proposed addition

Village of Mancelona





Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Administration

Submitted By: Jeremy Scott, Deputy Administrator

Agenda Item: Granicus Subscription Agreement

1. Action Request/Suggested Motion
Authorize the Board Chair to execute the 3-year agreement, effective September 6, 2020 through September 6, 2023 between Granicus and Antrim County.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
None
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
Use of the agenda management software will allow for more efficient collaboration between departments, making the agenda process more efficient for all parties involved while also creating easier access for the public.
4. Financial – Budget-related information
This service was <u>budgeted</u> for FY2020 at \$10,000. Granicus has agreed to provide services to Antrim County for three (3) years at a cost of \$7,500 annually with no increase.
5. Legal Review
This agreement has been through legal review. The agreement is an adhesion agreement (take it or leave it). No significant concerns arose from the review.
6. Policy Implications
None
7. Plan – Timeline with who, what, where, and how
Granicus would begin assisting us with setting up workflow and templates as soon as an agreement is in place.
8. Alternative Plan – What are the implications if failure to approve?
Continue putting out Board and committee agendas as we have been.
9. Attachments Included
Granicus Service Agreement

Granicus Proposal for Antrim County MI

Granicus Contact

Name: Emmanuel Johnson

Phone: +1 2679459193

Email: emmanuel.johnson@granicus.com

Proposal Details

Quote Number: Q-112974

Prepared On: 8/6/2020

Valid Through: 8/31/2020

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: The term of the Agreement will commence on the date this document is signed and will continue for 36 months.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak Agenda Management Standard Agenda Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Up Front	1 Each	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
Peak - Setup and Configuration	Up Front	1 Hours	\$0.00
SUBTOTAL:			\$0.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$7,500.00
SUBTOTAL:			\$7,500.00

Remaining Period(s)		
Solution(s)	Year 2	Year 3
Peak Agenda Management	\$7,500.00	\$7,500.00
SUBTOTAL:	\$7,500.00	\$7,500.00

Product Descriptions	
Name	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to one Granicus platform site • Access to one Peak Agenda Management site • Design services for one public view page portal • Design services for one Agenda report template • Design services for one Cover Page report template
Peak Agenda Management Standard Agenda Report	Professional service for designing an additional Peak agenda report.
Peak Agenda Management Standard Minutes Report	Professional service for designing an additional Peak minutes report.

Product Descriptions	
Name	Description
Peak Agenda Management Standard Cover Page Report	Professional service for designing an additional Peak cover page report.
Peak - Online Training	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Peak - Setup and Configuration	Setup and configuration of Peak Agenda

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Antrim County MI to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-112974 dated 8/6/2020 are incorporated into this Purchase Order by reference.
- Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the services outlined within this Agreement.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

Antrim County MI

Signature:

Name:

Title:

Date:

Master Subscription Agreement

This Master Subscription Agreement (“**Agreement**”) is made by and between the party procuring Granicus Products and Services (“**Client**”) and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (“**Granicus**”). Client and Granicus may each be referred to herein as “Party” or collectively as “Parties”.

By accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus’ sole discretion. Notification to Client will be via email or posting to the Granicus website.

- 1. Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

“**Agreement Term**” means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.

“**Extension Term**” means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.

“**Granicus Products and Services**” means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis (“Software-as-a-Service” or “SaaS”), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.

“**Initial Term**” shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.

“**Order**” means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.

“**Order Term**” means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.

“**Statement of Work**” or “**SOW**” means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties’ performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.

“**Support**” means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

- 2. Ordering and Scope**

2.1. Ordering Granicus Products and Services. The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

- 2.2. Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.
- 2.3. Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.
- 2.4. Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. Use of Granicus Products and Services and Proprietary Rights

- 3.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.
- 3.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the “Permitted Use”).
 - 3.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus’ written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.
 - 3.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client’s passwords.
 - 3.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.
 - 3.2.3.1. Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client’s website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.
 - 3.2.4. Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. Granicus Subscriber Information for Communications Cloud Suite only

3.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client’s own web properties or activities will remain the property of Client (“Direct Subscriber”), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client’s data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. Data Obtained through the Granicus Advanced Network

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client’s digital communication (the “Advanced Network”). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a “Network Subscriber” to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. Opt-In. During the last 10 calendar days of Client’s Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client’s relationship with Granicus terminating and that the Network Subscribers may visit Client’s website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. Restrictions. Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

- 3.3.2.** Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;
 - 3.3.3.** Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;
 - 3.3.4.** Client must not use the Services as a door or signpost to another server.
 - 3.3.5.** Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;
 - 3.3.6.** Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;
 - 3.3.7.** Use the Granicus Products and Services for any unlawful purposes;
 - 3.3.8.** Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;
 - 3.3.9.** Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or
 - 3.3.10.** Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.
- 3.4. Client Feedback.** Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.
- 3.5. Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

- 4.1. Fees.** Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).
- 4.2. Disputed Invoiced Amounts.** Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.
- 4.3. Price Increases.** Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to ten (10) percent per year.

5. Representations, Warranties and Disclaimers

- 5.1. Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.
- 5.2. Warranties.** Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided “AS IS” and as available.
- 5.3. Disclaimers.** EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT’S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. Confidential Information

- 6.1. Confidential Information.** It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information (“Confidential Information”). Confidential Information shall include: (i) Granicus’ Products and Services, (ii) non-public information if it is clearly and conspicuously marked as “confidential” or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Subject to applicable law, each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.

If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

- 6.2. Exceptions.** Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party’s possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.4. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

7.5. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus

Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. Defense. With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. General

10.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. Amendments. This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. No Third-Party Beneficiaries. Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. Notice. Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other

nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended.

- 10.8. Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.
- 10.9. Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of Ramsey County, Minnesota.
- 10.10. Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.
- 10.11. Reference.** Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.
- 10.12. Injunctive Relief.** Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.



Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Maintenance

Submitted By: Dave Vitale, Maintenance Director

Edited and Approved By: Peter Garwood, Administrator

Agenda Item: Cintas Agreement

1. Action Request/Suggested Motion
To authorize the Chairman to execute the proposed three year agreement with Cintas for Maintenance Department uniforms, as budgeted.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
I am intending to switch from the current vendor (UniFirst’s Uniform Co.) to Cintas Uniform Company, but need the Board to approve the agreement with Cintas in pursuit of better service. Additionally, there will be a cost savings. When all uniform and service charges are added up, Unifirst charges \$86.99 per week compared to Cintas at \$50.56 per week. This is the time to change companies as we are at the end of our 3-year agreement with Unifirst.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
Obtain better service and save money.
4. Financial – Budget-related information
The lower pricing is a result of Cintas working with a government cooperative called US Communities
5. Legal Review
The agreement has been through legal review. The agreement is based on an adhesion agreement and contains. A couple of sections were identified by legal counsel that we should be aware of: <ul style="list-style-type: none"> • If the County were to cancel in the first twelve month for “convenience” (without cause) we would owe the vendor a termination charge equal to 50 weeks of rental service, if cancelled within 13-18 months we would owe the vendor for 36 weeks, 19-24 = 23 weeks, and after 24 months = 10 weeks. However, in our discussions, including legal counsel, we determined the likelihood that we would ever cancel without cause is extremely slim. • He also pointed out that if we cancel the agreement for any reason the County would be required to buy back Logo Mats. Again, upon discussing it, we will be leasing uniforms only and do not intend to lease Logo Mats. So that section doesn’t apply.
6. Policy Implications
NA
7. Plan – Timeline with who, what, where, and how
At the end of current agreement.
8. Alternative Plan – What are the implications if failure to approve?
We will continue to spend more each month for service we are not happy with, if we do not change.
9. Attachments Included
Cintas Agreement



FACILITIES SOLUTIONS AGREEMENT

Location No. _____
 Contract No. _____
 Customer No. _____
Main Corporate Code → New CC 13218

Date _____
 Customer/Participating Agency _____ Phone _____
 Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date from _____ to _____, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

- ____ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ____ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.
- ____ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:
Please Sign Name _____

Cintas Loc. No: _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company’s normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer’s logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Register of Deeds

Submitted By: Patty Niepoth, Register of Deeds

Edited and Approved By: Peter Garwood, Administrator

Agenda Item: Xerox Lease Agreement

1. Action Request/Suggested Motion
Authorize the Chairman to execute a lease agreement between Antrim County and Xerox for a replacement copier in the Register of Deeds Office at a budgeted cost of \$33.94 per month for 48 months.
2. Background and Current Situation – Concisely include pertinent facts, dates, etc.
End of contract with current copier is December 2020. If we renew the contract now there is a discount. If approved the install date will be September 21. With a 48 month term the agreement will expire at the same time as all of the other copier lease agreements in the County.
3. Goal – Why the action is necessary; What is the specific target or outcome desired?
To have the Register of Deeds copier on the same contract cycle as the rest of the copiers in the County Building, Courthouse, Jail, Sheriff Administration, 911 and COA.
4. Financial – Budget-related information
Savings of \$2.70/month, \$129 total over the life of the contract.
5. Legal Review
The agreement is the same as the previous agreement we have with Xerox, which has been through review by legal counsel.
6. Policy Implications
N/A
7. Plan – Timeline with who, what, where, and how
Xerox will replace copy machine when renewal is approved. The sooner the better so the county can get the savings plan.
8. Alternative Plan – What are the implications if failure to approve?
Wait to renew contract in December, discount will no longer be applicable.
9. Attachments Included
1st two pages of the Agreement

Lease Agreement



Customer: ANTRIM, COUNTY OF

BillTo: ANTRIM COUNTY
REGISTER OF DEEDS
PO BOX 376
BELLAIRE, MI 49615-0376

Install: COUNTY OF ANTRIM
REGISTER OF DEEDS
203 E CAYUGA ST
BELLAIRE, MI 49615-9180

State or Local Government Negotiated Contract : 072788200

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1.	B405DN (XEROX B405DN) - Carrier Deliv/instal - Addtl 550 Sheet Tray - Customer Ed	Lease Term: 48 months Purchase Option: FMV	- Xerox WC 3615 S/N A2T384192 Trade-In as of Payment 57	9/21/2020

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. B405DN	\$32.00	1: Black and White Impressions	1 - 800 801+	Included \$0.0119	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$32.00	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

<p>Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.</p> <p>Signer: _____ Phone: (231)533-6265</p> <p>Signature: _____ Date: _____</p>	<p>Thank You for your business! This Agreement is proudly presented by Xerox and</p> <p>Laura Nyquist (231)947-1588</p> <p>For information on your Xerox Account, go to www.xerox.com/AccountManagement</p>
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Terms and Conditions

INTRODUCTION:

1. **NEGOTIATED CONTRACT.** The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. **REPRESENTATIONS & WARRANTIES.** This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. **FUNDING.** This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then

owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. **FIXED PRICING.** If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

5. **REFINANCE.** The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

6. **REMOTE SERVICES.** Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



Memorandum Administration Office

September 3, 2020

TO: Board of Commissioners

FR: Pete Garwood, County Administrator

RE: Annual Reports

On August 28, you all received electronic copies of the annual report for the following department(s) and organization(s):

- Grass River Natural Area
- Antrim County Airport
- Antrim County Operator of Dams
- Glacial Hills Natural Area
- Watershed Center

Once the report(s) has been presented, please consider the following actions:

**Motion by _____ and seconded by _____ to accept the
Grass River Natural Area 2019 Annual Report**

**Motion by _____ and seconded by _____ to accept the
Antrim County Airport 2019 Annual Report.**

**Motion by _____ and seconded by _____ to accept the
Antrim County Operator of Dams 2019 Annual Report**

**Motion by _____ and seconded by _____ to accept the
Glacial Hills Natural Area and Pathway 2019 Annual Report.**

**Motion by _____ and seconded by _____ to accept the
Watershed Center 2019 Annual Report**



Memorandum Administration Department

August 28, 2020

TO: Antrim County Board of Commissioner

FR: Pete Garwood, County Administrator

RE: Administrator's Report – September 3, 2020

Current Situation: The Board left approval of grant applications and grant agreements in the hands of the Chair, Finance Director and the Administrator. And on July 2, the Board gave separate authority to the Administrator to approve grant applications related to the COVID-19 pandemic.

The Governor continues to issue Executive Orders to extend the suspension of the Open Meetings Act (OMA) which continues to allow for meetings to be held electronically. Currently, the most recent order extends the OMA suspension to **October 2, 2020** (28 days past the September 4th extension of the Emergency Declaration). We will keep you apprised if there are additional extensions in the future.

REMINDER: The September 3 meeting will be a hybrid, with the option to participate both through Zoom video conferencing or in-person.

ADMINISTRATION RELATED MATTERS:

1. **Broadband:** Prior to the last meeting, new information had come in. Eric Grandstaff informed us that the information was very general and he has asked the company that submitted it to provide more detail as he feels it will be necessary for us to make an informed decision. He is actively working on getting the updated information. A meeting with Trustream has been scheduled in September to discuss any possibilities of partnership to extend services to villages.
2. **Trustream Presentation:** I have a call into a Trustream representative, contact information provided by Eric Grandstaff. If they are willing, we will schedule a presentation as soon as possible.
3. **Abstract, Equalization, Register of Deeds (ROD) Department Discussion:** As there were no open objections to delaying any decision on this issue until October, when the Abstractor will be back on the job, Administration will continue to pull all the information together and organize it in such way that will allow the Board to make a better informed decision, as you expressed at the July 2 meeting. No additional information on this one at this time.
4. **Land Purchase and Sale Policy:** We continue to target the presentation of a draft policy for late October or early November. No additional update.
5. **Zettel vs Antrim County (State Mandated Foreclosure Process):** As I mentioned in the last report, the State Supreme Court has decided the *Rafaeli* case, and it wasn't good for the counties or the treasurers.

However, they left a lot of issues unanswered, which will have to be sorted out by the lower courts. Currently, the attorneys are arguing in front of the Charlevoix County Circuit Court over whether or not the case can be considered a class action lawsuit. There is a hearing Monday, August 31st @ 1:30 regarding if they will make this a class action and add additional counties. We will continue to monitor progress and keep you updated.

HUMAN RESOURCES (HR) RELATED MATTERS:

6. Current County Employment Opportunities:

- Antrim County Transportation Mechanic – Regular PT: Position posted and will remain open until filled.
- Barnes Park Attendant – Temporary PT: Position remains posted.
- Sheriff Office Dispatcher – FT: Background checks in progress.
- Corrections Officer – FT opening due to a retirement: Posted until filled. Interviews are scheduled on September 11 for five candidates.
- Prosecutor and Child Support Assistant – FT: Position is posted until August 31.

7. **Employee Performance Reviews:** The Board at its meeting on August 20, approved the draft Evaluation of County Administrator and Finance Director Policy and Procedure along with the performance evaluation forms. The policy is posted on the County website and all forms have been finalized and ready for use upon the Board’s direction. At the last meeting, it seemed there was consensus that it was too early to evaluate Brad Rizzo, Finance Director as he has not yet been working for Antrim County for six months. However, the Board must choose when they would like to schedule the evaluation process for the County Administrator.

8. **Employee Insurance Renewals:** As previously reported, Delta Dental is giving a one-year rate hold per the Pandemic Relief Program. Our Delta Dental renewal was originally coming in with a +2.65% increase for a one-year contract, according to the Delta Dental representative. VSP (vision) has provided verification of a rate freeze from January 1 – December 31, 2021. Renewal rates for Priority Health follow. Coverage remains the same except the statutory out of pocket maximum increases from \$7350/\$14700 to \$8150/\$16300.

	RENEWAL	CURRENT	RENEWAL	CURRENT
	\$0 - 100% Plan		\$750/\$1,500 - 80% Plan	
Single	649.34	649.61	502.03	498.50
Double	1,558.41	1,559.06	1,204.87	1,196.40
Family	1,948.02	1,948.83	1,506.09	1,495.50
Renewal Impact	0.0%		0.7%	

9. **Payroll Tax Deferral:** On August 8, President Trump issued a Memorandum on Deferring Payroll Tax Obligations in Light of the Ongoing COVID-19 Disaster. This applies to the employee share of Social Security (6.2%). BS&A software is waiting on guidance from Treasury or the IRS regarding how to comply with the directive.

FINANCE RELATED MATTERS:

10. **2021 Budget Preparation:** The budget meetings ended prior to 11:00 a.m. on August 27, 2020. Brad Rizzo, Finance Director will have the final draft ready for electronic and paper distribution by the September 3 Board meeting. The public hearing on the budget will be held at the October 1 Board

meeting. Unless there are issues identified at the public hearing that require delay the budget resolution will be prepared for adoption at the same meeting.

11. **Summer Property Tax Deferment:** Legislation was passed by both the House and the Senate that would delay the collection of summer property taxes. The Governor vetoed the bills back in June. The House and the Senate have both approved new bills, each of which are very different from the other. The two legislative bodies will have to get together to address those differences before anything can be sent to the Governor. In discussion with the Treasurer, it looked like no action has taken place on this issue since July 23. No new information is available on this issue.
12. **Mancelona DDA and Tax Increment Finance District:** We received notice from the Village of Mancelona that they intend to amend their Development Plan and Tax Increment Financing Plan for their Downtown Development Authority. The stated reason is to include one additional parcel of property that is owned by the Village. The Village held a public hearing on the proposal on August 1, which starts a 60 day period in which the County must respond to opt out or automatically be included. A recommendation for opting out as required by County policy is included in this meeting packet.
13. **Designated County Assessor:** Public Act 660 of 2018 was approved by Governor Snyder on December 28, 2018 which amended the General Property Tax Act. P.A. 660 requires that each county notify the State Tax Commission (STC), no later than December 31, 2020, of the individual that will serve as the County's Designated Assessor (DA). The DA will serve as one of three options for a local unit of government (township) in the County which, upon audit by the STC and failure to correct deficiencies, is found to be "not in substantial compliance" as an assessing district.

The County will likely have to pay an annual retainer to the individual, who if an assessing district is found to be not in substantial compliance would pay the DA to bring their operation in to compliance.

It would not be preferable to name our Equalization Director as the DA as both Jamie Houserman and I feel it would be, or at the very least appear to be, a conflict of interest. Ms. Houserman is assisting me with finding a suitable individual to fill the role. Once we identify someone that we feel is a good fit and also has the proper certification, the individual will have to be approved by you as the County Board of Commissioners and approved by a majority of the assessing districts in the County. This will have to be formalized through an interlocal agreement.

Our first choice for the position was not interested. We have another possibility and will continue to pursue it. We will continue to keep you updated on our progress.

Again, [Bulletin 8](#) provides additional information on the requirements if you are interested in learning more. I will keep you posted of our progress as we go forward on this issue.

HEALTH & PUBLIC SAFETY (H&PS) RELATED MATTERS:

14. **COVID-19 Cases:** As of August 28, 2020, according to the Health Department, Antrim County has had 47 known cases of the COVID-19 Coronavirus. Of those 47 known cases, 35 are considered recovered.
15. **Office Safety:** Completion of phase two for Probate Court and MSUE is scheduled for August 31.
16. **Opioid Litigation Update:** I received an update from our attorney firm that represents the County on the opioid litigation on July 12. They are pushing a local unit/state Memorandum of Agreement (MOU) similar

to the one executed in Ohio in which there is a joint effort and a division of the potential proceeds between the state, local governments and various service agencies. We have not received an update since that date

17. **Stevens vs. Probate Court:** This case has been going on since 2017. The process for court dates extends out to 2022. However, there is a chance that a settlement may be proposed and reached before that date. I will keep you updated. No additional information at this time.
18. **Secondary Roads Grant Application:** The Sheriff Office sent over a request for approval to apply for the secondary road grant. This is an annual grant that essentially if applied for will be granted. As mentioned in the first paragraph of this report, the Board left the authority with the Administrator, Finance Director and the Board Chair to approve grant applications and agreements.

If the Board is okay with the current arrangement we can memorialize it in a policy. As I see it, there are three other choices:

- The Board can reassume the authority for approving all grant applications and grant agreements.
- The Board can allow the Administrator, Finance Director and Chair to approve all grant applications, but reassume the authority of approving all grant agreements.
- The Board can allow the Administrator, Finance Director and Chair to approve all reoccurring grant applications and grant opportunities that cannot wait until the next Board meeting due to a short timeline for submittal and reassume authority to approve all other grant applications, and all grant agreements.

If you provide direction we will draft the needed policy.

BUILDINGS, LANDS, & INFRASTRUCTURE (BLI) RELATED MATTERS:

19. **Recycling Drop-Off Services:** Bid specifications have been prepared and an invitation to bid will be advertised the week of September 3, placed on the County website, and sent to vendors as identified by staff. Sealed bids will be received until 3:00 p.m. on September 21 with a recommendation to the Board on October 1.
20. **County Building Generator:** Bid specifications have been prepared and an invitation to bid will be advertised the week of September 3, placed on the County website, and sent to vendors as identified by staff. A mandatory site visit with interested vendors is scheduled for September 10. Sealed bids will be received until 3:30 p.m. on September 21 with a recommendation to the Board on October 1.
21. **Snow Plowing and Removal – County Facilities:** Bid specifications have been prepared and an invitation to bid will be advertised the week of September 3, placed on the County website, and sent to vendors as identified by staff. Sealed bids will be received until 4:00 p.m. on September 21 with a recommendation to the Board on October 1.
22. **American Waste – Transfer Station:** My office received communication from the Michigan Department of EGLE following an August 11, 2020, compliance inspection at the Solid Waste Transfer and Processing Facility operated by American Waste. The inspection revealed that the Facility was following the Part 115 operating requirements. No violations were noted.

23. **County Building Security:** The majority of County Building employees have been issued door access, Human Resources and the Deputy Administrator have begun providing these credentials to employees working outside of the building that regularly do business here.
24. **County Property Easement Issue:** Mike Meriwether and I have been working with legal counsel on this issue. The company that owns power lines that cross County property in Star Township had cut a number of trees and widened the easement without notification or permission. We are in contact with the company's forestry division and, working with legal counsel, have sent a proposal for reimbursement of lost revenues for the timber they cut and left in piles. Mr. Meriwether has had a phone conversation with someone from ITC's real estate division. He indicated it sounded like they were going to make a counter proposal, but we have not seen anything in writing yet. I will continue to update you on this as we move through the process.
25. **Parks and Recreation Plan:** The survey that was released by the Parks & Recreation Plan subcommittee ended on July 31 with 890 responses at last count. Our office has compiled the results and sent them out to the Parks and Recreation Plan Ad Hoc Committee. (NO UPDATE)
26. **LED Lighting:** JAC LED Lighting finished installation on August 21. After review, there are a few items that have been scheduled to be taken care of, but the installation went well.
27. **Lawn Restoration (former bank property):** This project was advertised and sent to area vendors, No bids/quotes were received. Commissioner VanAlstine got us in touch with a contractor who submitted a quote but at the August 6 Board meeting the quote failed to get approval. The Board requested that possibly the Maintenance Department work on leveling out the site. Since the Maintenance Department doesn't have the appropriate equipment, I reached out to the Village of Bellaire DPW Director. We are awaiting the village council meeting for a return call.

Maintenance was also in contact with an excavation company who provided a similarly priced quote (\$7,000+) that would not include actual seeding. Any outcome would require the purchase of thousands of dollars in topsoil, which will be the most expensive part of the project.
28. **Facilities Master Plan:** The Board chose at the last meeting to delay any advancement on this project until the beginning of 2021. (NO UPDATE)
29. **Hydro Roof Replacement & Hatch Installation:** IRT Commercial Services is scheduled to do the roof replacement the third week of September and expects to have it completed within ten days of starting. The Stockhausens expect to be on site for most of that period.
30. **Use of Grounds – Bellaire Chamber of Commerce:** The Bellaire Chamber of Commerce will be moving forward with the annual Harvest Festival on September 26 from 10:00 a.m. – 6:00 p.m., although somewhat abbreviated. They will not be offering a bounce house for children or a beverage tent. The number of vendors for the craft fair will be smaller than in years past in order to comply with social distancing requirements. They will still be utilizing the Courthouse lawn and parking lot for the event.

CONTRACTS/AGREEMENTS:

Reviewed by Civil Counsel and/or the County Administrator, approved by the Board of Commissioners, and tracked for future follow-up of expiration (where necessary):

31. Art Rapids (MOU for Walk of Art at Elk Rapids Day Park)
32. Grand Traverse Mobile Communications (purchase Sheriff Corrections radios)

- 33. Mead & Hunt (Airport Taxiways A & B rehabilitate project, construction)
- 34. MDOT (Airport Taxiways A & B rehabilitate project, construction)
- 35. Team Elmer's (Airport Taxiways A & B rehabilitate project, construction)

POLICIES: Reviewed by Civil/Labor Counsel (when necessary) and/or the County Administrator, reviewed by elected officials and department heads, approved by the Board of Commissioners, and posted on the Antrim County website:

- 36. Evaluation of County Administrator and Finance Director Policy and Procedure (adopted August 20, 2020)

CIVIL/LABOR COUNSEL REVIEWS:

- 37. Protected Trust Business Associate Agreement – received August 24

QUESTIONS FROM THE BOARD OF COMMISSIONERS (August 20 meeting):

- 38. On August 21, Jennifer Berkey, MSUE District 3 Director, emailed to the Board information regarding online educational programs (attached).
- 39. COA In-Home Services: Judy Parliament, Director, reports, *COA had a sudden loss of our full-time caregiver in April of 2019, due to a car accident in which she received injuries that left her unable to return to work. Our two remaining part-time CNAs were unable to pick up the extra hours to provide service to those who were on hold following the accident until the Board authorized another full-time position. Additionally, we have not received any qualified applicants for either homemakers or CNAs during multiple attempts to hire additional part-time employees for our in-home programs. COVID did cause us to pause our homemaker program for all recipients since it was not considered critical. For the safety of our staff and the seniors, we also put most of our personal care and respite recipients on hold - with the exception of the most vulnerable, frail or those who have no support from families. We have now resumed all in-home services, but we do have a waiting list which continues to grow while I investigate other options and hope for progress in the statewide attempt to increase training availability and programs to promote caregiving as a career.*
- 40. Traverse Area District Library 2019 Annual Report: Michele Howard, Director, indicates *there are 540 total patrons in the entire service area. In 2018 there were 43 patrons, but three left the program. It is the nature of the program as people move to be closer to family or pass away. Since the 2019 annual report was submitted, there have been two more patrons for a current total of 42 Antrim County patrons.*
- 41. Airport trash removal expenditure line item at 125%:

2019 Trash removal contract	\$10 month
2020 Trash removal contract	\$25 month (new contract 2020-2022 signed 10-8-2019)

It will be covered within current budget.
- 42. ACT – FT driver (99% wages).
 Answer: The reason the Full Time driver line is at 99% is because the last full time driver retired February 28th, so that line item will not change for the rest of the year thus being in line for the year.
- 43. Animal Control complaints are they the same one over and over?
 Answer: Can be either new animals or the same animal, but likely a combination of both - the same animal multiple time and new complaints.

44. CL Twp VIN violation (10) – Sheriff Report
Answer: When there is an abandon car or when they tow a car to the salvage yard they call the Sheriff Office for verification of the Vehicle Identification Number (VIN) as they will need it to get a temporary title from the Secretary of State.
45. Private prop PDA? – Sheriff Report
Private Property Damage Accident (for example if someone backs their car into another it is a form they can fill out.
46. Public Health? – Sheriff Report
It is a catch all category, e.g. – Youth Tobacco Act violation, not wearing a mask and won't leave an establishment violation, liquor inspection, etc.

COMMUNICATIONS, NOTES OF INTEREST:

47. **Professional Emergency Manager:** I am happy to share that Leslie Meyers, Antrim County Emergency Services Coordinator, has passed the testing requirements and is now certified as a Professional Emergency Manager. Congratulations, Leslie, on your hard work and dedication to the citizens of Antrim County.
48. **2020 Census:** Continuing to keep in the forefront, I encourage commissioners to reach out to your constituents to encourage them to fill out their 2020 Census. The data gathered from the US Census helps determine the amount of funding local municipalities receive, how communities plan for the future and how representation is given in the government. Among other examples, this includes funding for schools, hospitals, fire departments, new homes, and businesses. Overall there is a loss of \$1,800 per person per year of federal funding to support programs that use Census data. As of August 28, 2020, response rates are nationally 64.6%, in Michigan 69.8% and in Antrim County 44.5%. We have posted information received from the census contact person on the County Facebook page.
49. **NLEA Search for a New Leader:** The finalists were identified and the follow-up is now being completed and finalized. I should have a final update by the next report.

From: [Schrader, Tina](#)
Cc: [Berkey, Jennifer](#); "[Peter Garwood \(garwoodp@antrimcounty.org\)](#)"; [Scott, Jeremy](#)
Bcc: [Bargy, Karen](#); [Boettcher, Ed](#); [Brenda Ricksgers](#); [Dawn LaVanway](#); [Heeres, David](#); [Helwig, Jason](#); [Marcus, Christian](#); [VanAlstine, Terry](#); [Watrous, Joshua](#)
Subject: FW: MSU Extension Online Educational resources
Date: Friday, August 21, 2020 4:11:00 PM

Good afternoon, Commissioners!

Please refer to Jennifer Berkey's email below in answer to Commissioner Bargy's question at the Board meeting last evening.

Tina Schrader, Administrative Assistant

Antrim County Administration Office

PO Box 187; Bellaire, MI 49615

231-533-6265 (internal ext. 3041)

<http://www.antrimcounty.org>

From: Berkey, Jennifer <berkeyj@msu.edu>
Sent: Friday, August 21, 2020 4:07 PM
To: Scott, Jeremy <scottj@antrimcounty.org>; Schrader, Tina <schradert@antrimcounty.org>
Cc: Garwood, Peter <garwoodp@antrimcounty.org>
Subject: [BULK] MSU Extension Online Educational resources

Jeremy and Tina,

During the BOC meeting last night, Commissioner Bargy asked about our online educational programs. Here is the email I would like to send in response to her question that Chair Boettcher asked to be sent to all the board. Thank you.

Dear commissioners,

Thank you again for the opportunity to share our annual set of accomplishments last night during your busy meeting agenda. Commissioner Bargy asked about how to access our MSU Extension programs virtually and I wanted to share our website and next steps for building our online library of previously recorded materials. The [MSU Extension Remote Learning and Resources](#) website is the main space where we are posting our fact sheets, recorded educational sessions, and upcoming events.

On that page, residents can access our [upcoming events](#) (scroll down, bottom right) to see all of our events they can register for and attend live. The middle section is broken out by adult learning resources, tourism, family and consumer, health and wellness and local government resources all have written fact sheets, news articles and recorded content imbedded within those areas. Some content areas like tree fruit have their own channels as well that are promoted to their stakeholders which can be found at [NW MI Hort and IPM](#) and [MSU Fruit](#).

The Educational Resources for School Closures page is currently being revamped and populated

(unveiled after September 1st) to reflect the different resources teachers, parents and youth can access in whatever learning environment they are in virtual, hybrid or face-to-face. MSU Extension Educators are populating that site with curriculums, lesson plans, learning activities and other media to support our youth and educational communities. We also will be including a way for teachers can request a speaker to give a virtual lesson to their classes. In sum, this page is currently being revamped with a greater body of materials for our communities and on a fast track to be shared more broadly across the state just prior to school starting.

Since our state-wide staff have done over 1,862 virtual programs since March 16th, we needed a better way to inventory, catalog and access our repository of materials. I am working with campus to help create a page where we will have searchable filters for residents to access these recorded materials in a easy to sort manner. This is currently under development. When this searchable website is created and populated, I will be excited to share those details.

I have also attached a resource list that we are sharing with our networks each week highlighting our upcoming classes, tips sheets for residents and other educational materials residents may find useful.

Please reach out with any other questions. Thank you again.

Jennifer Berkey

Jennifer Berkey

District Director – District 3

Michigan State University Extension

Serving Antrim, Benzie, Grand Traverse, Kalkaska, Leelanau and Manistee Counties

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Memo

To: County Board of Commissioners
From: Leslie Meyers, Coordinator
cc: Peter Garwood, County Administrator
Date: August 19, 2020
Re: July 2020 – August 2020 Report

- With the devolution of the EOC, I have taken over all the tasks that were once shared. This is time consuming. Between monitoring COVID, securing, inventorying and auditing PPE, writing COVID grants and doing my traditional part-time duties, I have stayed much busier than part-time. In order to not exceed 32 hours per week (my scale is based on 24 hours), I am not working on Fridays except if I am called out for a particular emergency.
- Completed required monthly radio tests for Statewide 7 and Emergency Management Region 7.
- Bi-weekly MSP EMHSD (Michigan State Police – Emergency Management Homeland Security Division) update meetings.
- August 2020 Region 7 Homeland Security Planning Board Meeting – via Zoom. We attempted a face to face meeting in August, with proper distancing – but were unable to make a quorum due to the limitations placed on some counties and tribes regarding travel.
- Like us on Facebook. <https://www.facebook.com/antrimemergencymanagement/>
- LEPC/LPT meeting. The August meeting was held via Zoom as the in person order would not allow for more than 10 to meet. They addressed the After Action Report from the EOC COVID-19 activation. I am currently finalizing the Improvement Plan and will have the updated County Pandemic Annex Plan completed as well. They will review and advise on both at their next meeting.
- The CERT Team met Tuesday, August 4 in person. We met at the Gazebo in Richardi Park at 7 pm. We will be addressing emergencies and animals at the next meeting.
- The fourth quarter/year end reports will be due mid-October.
- Department Head Meeting – we utilized Zoom.
- I am scheduled to take the Professional Emergency Management (PEM) test on Wednesday, August 26. It will be done utilizing the MI-TRAIN system along with

Microsoft Teams, an app that will allow them to “watch” me to ensure no cheating. I will be taking it from the comforts of my office which saves me the trip to Lansing.

- A webinar trial of the G0402 class that I have been certified to teach will take place in mid-September. It is my hope that this will be approved for delivery and our next step will be getting the authorization for ICS 300 & 400. I will keep you advised.
- All emergency equipment continues to be properly maintained for summer.
- I was able to have Basic First Aid and AED training provided to our Marine Division and Barnes Park Staff since my last report.
- An AED that was secured with a grant was installed at Barnes Park directly after their AED Training.
- The 3 Coronavirus Emergency Supplemental Funding (CESF) Grants were submitted on behalf of the Sheriff, Prosecutor and our 3 Courts totaling \$87,000.
- Time has been spent addressing the Assistance to Firefighter Grant – Supplemental COVID-19 that was received earlier in the month. Sourcing the equipment is proving a bit difficult in the quantities needed. Getting creative, it looks like we will be able to secure some of it through a few of our local businesses!
- Preparing for the first in person ACES meeting (since the first week of March). The meeting is scheduled for August 26 at the Thurston Park Pavilion. This meeting will address the fire training needs for fiscal year 2021. Funding comes from the Firefighter Training Council.



Action Request to Board of Commissioners

Meeting Date: September 3, 2020

Department: Accounting

Submitted By: Brad Rizzo, Finance Director

Reviewed and Approved By: Peter Garwood, Administrator

Agenda Item: Revenue Sharing Reserve Residual Funds

<p>1. Action Request/Suggested Motion</p> <p>Approve a budget amendment and transfer of the excess funds in the revenue sharing reserve in the amount of \$4,310.55 as follows:</p> <table> <tr> <td>285000-966-956.101 – Transfer to General Fund</td> <td>\$4,310.55</td> </tr> <tr> <td>101000-000-699.285 – Transfer from Rev Sharing Reserve</td> <td>\$4,310.55</td> </tr> </table>	285000-966-956.101 – Transfer to General Fund	\$4,310.55	101000-000-699.285 – Transfer from Rev Sharing Reserve	\$4,310.55
285000-966-956.101 – Transfer to General Fund	\$4,310.55			
101000-000-699.285 – Transfer from Rev Sharing Reserve	\$4,310.55			
<p>2. Background and Current Situation – Concisely include pertinent facts, dates, etc.</p> <p>The cash in the revenue sharing reserve fund was part of the pooled cash and investment accounts. As such, the revenue sharing reserve fund has been allocated its proportional share of interest and gains/losses on the pooled investments.</p> <p>2019 was the last year of scheduled distributions, and the fund should be closed. The remaining cash in the fund is due to accumulated interest. This budget amendment and transfer will remove the excess cash and close the fund.</p>				
<p>3. Goal – Why the action is necessary; What is the specific target or outcome desired?</p> <p>To close the fund as it is no longer in use.</p>				
<p>4. Financial – Budget-related information</p> <p>The amendment will bring the fund balance of the revenue sharing reserve to \$0 and increase the fund balance of the general fund by \$4,310.55</p>				
<p>5. Legal Review</p> <p>N.A.</p>				
<p>6. Policy Implications</p>				
<p>7. Plan – Timeline with who, what, where, and how</p>				
<p>8. Alternative Plan – What are the implications if failure to approve?</p>				
<p>9. Attachments Included</p>				