



AGENDA

Committee of the Whole Meeting of the County Board of Commissioners

Van Buren County

March 23, 2021

3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street
--

1. CALL TO ORDER
 - A. Zoom Meeting Information
2. ADDITIONS/DELETIONS TO THE AGENDA
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES
 - A. Minutes - March 09, 2021
5. PRESENTATION
6. Administrative Affairs Committee
 - A. Southwest Michigan Behavioral Health - Intergovernmental Contract Amendment
Administration
7. Buildings and Grounds Committee
8. Finance Committee
 - A. 2021 Data Center Hardware Refresh
Information Technology
 - B. Authorization of Sale by Auction of Property
Sheriff Office
9. Labor Negotiations and Contracts Committee
 - A. Office of the Prosecuting Attorney - Intern
Prosecutor
 - B. Palisades Recovery Plan
Administration
10. Transit Committee
 - A. MDOT Contract 2017-0316/P11
Public Transit
 - B. Veterans Transportation Plan
Public Transit
11. Veteran's Services Committee
12. ADJOURNMENT

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

📎 **Zoom Invite**



VAN BUREN COUNTY BOARD OF COMMISSIONERS

219 EAST PAW PAW STREET, STE.201, PAW PAW, MICHIGAN 49079-1492
(269) 657-8253 FAX (269) 657-8252

*Richard Godfrey, Chairman
Mike Chappell, Vice-Chair*

*Gail Patterson-Gladney
Kurt Doroh
Randall Peat
Donald Hanson
Paul Schincariol*

NOTICE:

Due to COVID-19 On Tuesday, March 23, 2021 at 3:00 pm and 4:00 pm, the regular Committee of the Whole and Board of Commissioners meetings will be conducted remotely through Zoom.

For Public Attendance, please see the call – in instructions below:

Hi there,

You are invited to a Zoom webinar.

When: Mar 23, 2021 03:00 PM Eastern Time (US and Canada)

Topic: Committee of the Whole/Board of Commissioners Meeting

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82879196352>

Or iPhone one-tap :

US: +13017158592,,82879196352# or +13126266799,,82879196352#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833

Webinar ID: 828 7919 6352

POSTED: 03/19/2021

Board Meetings: Held in B.O.C. Room, 2nd Floor of the Administration and Land Services Building, unless otherwise posted.

If you desire to meet with a Commissioner or be placed on the agenda for a Committee/Board Meeting, please call 657-8253.

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven at 219 East Paw Paw Street Suite 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, ext. 1271.

AN EQUAL OPPORTUNITY EMPLOYER M/F HANDICAPPED



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO:

FROM:

DATE: March 23, 2021

RE:

ATTACHMENTS:

Description

☐ **Minutes**



MINUTES

Committee of the Whole Meeting of the County Board of Commissioners
Van Buren County

March 9, 2021

3:00 PM

Board of Commissioners Chambers - 219 East Paw Paw Street

1. **CALL TO ORDER**

A. Zoom Meeting Information

The Committee of the Whole meeting was called to order at 3:04 p.m. by Richard Godfrey, Chairman of the Board. Present in person: Doroh, Godfrey, Chappell, Hanson and Schincariol. Present remotely: Patterson-Gladney from City of South Haven, Van Buren County, MI; and Peat from Paw Paw Township, Van Buren County, MI.

2. **ADDITIONS/DELETIONS TO THE AGENDA**

Delete Item: 8C

3. **APPROVAL OF AGENDA**

Motion to approve the agenda as amended.

Motion by Mike Chappell, Second by Don Hanson, Carried

4. **APPROVAL OF MINUTES**

A. Minutes - February 23, 2021

Motion to approve the February 23, 2021 Committee of the Whole minutes as presented.

Motion by Gail Patterson-Gladney, Second by Don Hanson, Carried

5. **PRESENTATION**

B. Economic Development Update - Zach Morris

Zach Morris presented an update on Market Van Buren.

6. **Administrative Affairs Committee**

A. 911 Support Resolution

Tim McGee, 9-1-1 Director, is requesting a resolution to support broader use and interpretation of the phrase "directly related to the 911 process" to include the entire 911 dispatching communication process.

Motion to approve by resolution a today's meeting of the Board of Commissioners, support for a broader use and interpretation of the phrase "directly related to the 911 process" being adopted to include the entire 911 dispatching process relative to the February 17, 2021 Notice of Proposed Rulemaking approved by the Federal Communications Commission.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Mike Chappell, Carried

B. South Haven Area Recreation Authority - Grant Application Support Resolution

The South Haven Area Recreation Authority is requesting a support resolution for the grant application to Michigan Department of Natural Resources Trust Fund regarding Phoenix Street Black River kayak launch site.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, support for the South Haven Area Recreation Authority's grant application for funds to develop the Phoenix Street Black River kayak launch site through the Michigan Department of Natural Resources Trust Fund.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Kurt Doroh, Carried

C. Planning Commission Reappointments

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the reappointment of Pam Stermer and Tony Hemenway to the Planning Commission Board for a three year term expiring on April 1, 2024.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

D. Mental Health Authority Reappointments

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the reappointment of Molly Peterson, Catherine Bolton, Mike Mosley, Angela Dickerson and Susan Barnes to the Van Buren County Mental Health Authority Board for a three year term to expire March 31, 2024.

Roll Call Vote: All Yes

Motion by Paul Schincariol, Second by Gail Patterson-Gladney, Carried

E. Mental Health Authority Appointment

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the appointment of Thomas Palenick to the Van Buren County Mental Health Authority Board to fill a vacancy that will expire in 2022.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Mike Chappell, Carried

7. Buildings and Grounds Committee

8. Finance Committee

A. Budget Adjustments

Ryan Post presented the monthly budget adjustment.

Motion to approve the monthly budget adjustment as required to maintain a balanced budget.

Roll Call Vote: All Yes

Motion by Randy Peat, Second by Gail Patterson-Gladney, Carried

B. Delinquent Tax Bonds

County Treasurer Trisha Nesbitt is requesting authorization for the issuance of a Delinquent Tax Bond.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, authorization for the issuance of a Delinquent Tax Bond not to exceed \$7,000,000.

Roll Call Vote: All yes

Motion by Mike Chappell, Second by Paul Schincariol, Carried

C. 2021 DC Hardware Refresh

This item was removed from the agenda.

D. 911 Dispatch - Annual Renewal of 911 Local Surcharge Collection

Tim McGee, 9-1-1 Director, is requesting the adoption of a continuing resolution for the recurring collection of the 911 Local Surcharge in the approved voted amount of \$1.83 per device for the period of July 1, 2021 - June 30, 2022 for a total of \$3.00 per device.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, authorization for the County Administrator, in conjunction with the County Sheriff and 9-1-1 Director, to make all necessary filing with the State of Michigan to ensure that the correct surcharge of \$3.00 per device is imposed.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Don Hanson, Carried

E. Federal Marshals - Van Buren County Intergovernmental Agreement

Lt. Manny DeLaRosa is requesting a renewal agreement with U.S. Marshalls to house federal prisoners. The agreement would increase inmate numbers to 10 male and 5 female and increase per diems rate from \$36.17 to \$48.00.

Motion to approve by resolution at the next regular meeting of the Board of Commissioners, the contract with U.S. Marshalls to house federal prisoners.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Kurt Doroh, Carried

9. Labor Negotiations and Contracts Committee

A. Treatment Court Case Manager Salary Exception

Rachel Lindley is requesting a salary exception to fill a vacancy due to experience. This is a grant funded position in the Drug and Sobriety Court Program.

Motion to approve by resolution at today's meeting of the Board of Commissioners, the salary exception for the vacant court case manager position to start at R26B, \$23.36 per hour, due to the experience of the new hire.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Don Hanson, Carried

10. Transit Committee

A. Annual Application for Fiscal Year 2022

Motion to approve at today's meeting of the Board of Commissioners, a Resolution of Intent for

FY2022 and to authorize the Board Chair to sign on its behalf.

Roll Call Vote: All Yes

Motion by Kurt Doroh, Second by Gail Patterson-Gladney, Carried

B. MDOT Contract 2017-0136/P2/R1

Motion to approve at today's meeting of the Board of Commissioners, the renewal of MDOT Contract 2017-136/P2/R1 and authorize the Board Chair and Vice-Chair to sign on its behalf.

Roll Call Vote: All Yes

Motion by Mike Chappell, Second by Kurt Doroh, Carried

11. Veteran's Services Committee

A. Forum to Discuss the Potential Use of Millage Funds

Commissioners provided an update of the forum held at the Decatur VFW on March 3rd to discuss potential use of millage funds for veterans.

12. ADJOURNMENT

The meeting was adjourned at 3:56 p.m.

Suzie Roehm, County Clerk

Van Buren County will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at any meeting/hearing upon ten (10) days notice to the Van Buren County Board of Commissioners' Office. Individuals with disabilities requiring auxiliary aids or services should contact Van Buren County by writing, Anna Cerven, 219 Paw Paw Street, Ste. 201, Paw Paw, MI 49079, or by calling the Board of Commissioners' Office at (269) 657-8200, option 8 ext. 1271.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: John Faul
DATE: March 23, 2021
RE: Southwest Michigan Behavioral Health - Intergovernmental Contract Amendment

REQUEST:

The request is to approve an amendment to the Intergovernmental Contract with Southwest Michigan Behavioral Health (SWMBH).

BACKGROUND:

SWMBH is a community mental health regional entity engaged to coordinate the provision of substance abuse disorder services through an intergovernmental contract (Barry, Berrien, Branch, Cass, Calhoun, Kalamazoo, St. Joseph and Van Buren Counties) and funded through the pass through of PA 2 Funds. The contract was just renewed for the term of January 1, 2021 through December 31, 2023.

The Amendment adds clauses that clarify Article V LIABILITY, to include Section 5.2 Indemnification and Hold Harmless and Article VI MISCELLANEOUS, to include Section 6.14 Nondiscrimination.

FINANCIAL IMPACT:

The is no financial impact as a result of the amendment.

RECOMMENDATION:

The recommendation is to approve an amendment to the Intergovernmental Contract with Southwest Michigan Behavioral Health (SWMBH) at the April 13, 2021 Board of Commissioners meeting authorize the Board Chair to sign the appropriate documents on its behalf.

ATTACHMENTS:

Description

- ▣ **SWMBH Contract Amendment**



Southwest Michigan
BEHAVIORAL HEALTH

January 25, 2021

5250 Lovers Lane, Suite 200
Portage, MI 49002
Phone: (800) 676-0423
Fax: (269) 883-6670
www.swmbh.org

Van Buren County Board of Commissioners
219 E. Paw Paw St. Suite 303
Paw Paw, MI 49079

RE: Southwest Michigan Behavioral Health (SWMBH) Intergovernmental Contract

Dear Richard Godfrey,

By now you should have received the fully executed Intergovernmental Contract extension document.

This communication serves to introduce an Amendment to the Contract as proposed by Kalamazoo county which has formally adopted this Amendment. Kalamazoo county provides as basis for the proposed Amendment "Consistent with the language that your organization includes in various contracts such as grant agreements, the County requires nondiscrimination language to be included in each of our contracts." Southwest Michigan Behavioral Health is supportive of the Amendment. As you know, the Contract and Amendments requires approval and signatures from all nine agencies. The proposed Amendment is attached.

If and when you consider and act upon this proposed Amendment please send formal action documents to Michelle Jacobs at SWMBH michelle.jacobs@swmbh.org.

Please let me know if you have questions.

Sincerely,

Bradley Casemore, MHSA, LMSW, FACHE
Chief Executive Officer

Cc: John Faul, Van Buren County Administrator



13

FIRST AMENDMENT TO INTERGOVERNMENTAL CONTRACT

This First Amendment to the Intergovernmental Contract dated _____, 2021, by and between **SOUTHWEST MICHIGAN BEHAVIORAL HEALTH REGIONAL ENTITY ("SWMBH")**, and **KALAMAZOO COUNTY, ST. JOSEPH COUNTY, BARRY COUNTY, BERRIEN COUNTY, BRANCH COUNTY, CASS COUNTY, CALHOUN COUNTY, and VAN BUREN COUNTY** (individually referred to as "County," and collectively referred to as "Counties") hereby agree to amend the Intergovernmental Contract ("Intergovernmental Contract") dated October __, 2020.

RECITALS

WHEREAS, SWMBH and the Counties entered into the Intergovernmental Contact effective October __, 2020 ("the "Parties")

WHEREAS, the Parties desire to amend the Intergovernmental Contact, as provided below.

NOW, THEREFORE, in consideration of the above and in consideration of the mutual covenants and conditions hereinafter contained, SWMBH and the Counties agree to amend the Intergovernmental Contact as follows:

1. ARTICLE V LIABILITY, Section 5.2 Indemnification and Hold Harmless, shall be added to the above-stated Intergovernmental Contact to read as follows:

"Section 5.2 Indemnification and Hold Harmless. To the extent permitted by law and without waiving governmental immunity, the Parties shall, at their own expense, protect, defend, indemnify, and hold harmless the other Parties and their elected and appointed officers, employees, servants, and agents from all claims, damages, costs, and expenses, arising from personal and/or bodily injuries or property damage that any of them may incur as a result of any acts, omissions, or negligence by the Parties, and/or its officers, employees, servants, or agents that may arise out of this Intergovernmental Contract."

2. ARTICLE VI MISCELLANEOUS, Section 6.14 Nondiscrimination shall be added to the above-stated Intergovernmental Contact to read as follows:

"Section 6.14 Nondiscrimination. The Parties agree, as required by law, that they shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability, height, weight, marital

status, or political affiliation that is unrelated to the individual's ability to perform the duties of a particular job or position. The Parties agree to follow all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

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

Breach of this section shall be regarded as a material breach. In the event a party is found not to be in compliance with this section, the non-breaching party may terminate this Contract effective as of the date of delivery of written notification to the breaching party."

3. All other terms and conditions contained in the above-stated Intergovernmental Contact shall remain in full force and effect except as modified herein. This Amendment shall become effective on the date in which it is fully signed by the authorized representatives of all Parties.

4. The people signing this Amendment on behalf of the Parties to the Intergovernmental Contact certify by their signatures that they are duly authorized to sign this Amendment.

[Signature page to follow]

IN WITNESS WHEREOF, the authorized representative of the Parties hereto has fully executed this First Amendment to the Intergovernmental Contact on the day and year first written above.

SOUTHWEST MICHIGAN BEHAVIORAL HEALTH REGIONAL ENTITY

By: _____ Date: _____

Its: _____

THE COUNTIES:

BARRY COUNTY

By: _____ Date: _____

Its: _____

BERRIEN COUNTY

By: _____ Date: _____

Its: _____

BRANCH COUNTY

By: _____ Date: _____

Its: _____

CASS COUNTY

By: _____ Date: _____

Its: _____

CALHOUN COUNTY

By: _____ Date: _____

Its: _____

KALAMAZOO COUNTY

By: _____

Date: _____

Its: _____

ST. JOSEPH COUNTY

By: _____

Date: _____

Its: _____

VAN BUREN COUNTY

By: _____

Date: _____

Its: _____



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Chuck Norton
DATE: March 23, 2021
RE: 2021 Data Center Hardware Refresh

REQUEST:

The request is to discuss and approve the 2021 datacenter refresh proposal.

BACKGROUND:

By June of 2021, most of the server hardware in the two datacenters in Paw Paw will be reach end of life and will need to be replaced. This hardware serves as the main backbone that runs the County's technology resources including BS&A, dispatch functions, jail management, OnBase, remote access, etc. It is of critical importance to periodically refresh that equipment. Failing to do so leaves the continuity of County operations vulnerable to hardware failure, insecure and exploitable hardware, and poor performance.

With the June 2021 deadline in mind, the IS Department began the process of needs analyses, vendor identification, and equipment research in June of 2020. We spent considerable time identifying pain points in existing technology assets, developing key goals and objectives, and negotiating with vendors. For this project, proposals were solicited from four leading technology companies in the area: Sentinel Technologies, Presidio, Worldwide Technology (WWT), and Logicalis, with each being given the same set of goals and requirements. After much hard work on the part of the entire IS team, we are requesting approval to move forward with the attached proposal from Sentinel Technologies due to its close adherence to the goals below. Sentinel's proven ability to execute major projects at the County was a contributing factor that also led to their selection.

1. **Business Continuity:** One key objective of this project is to meet the Business Continuity goals as established by the County Board of Commission. Currently, all server and data storage resources reside in the Paw Paw campus, putting them at risk of catastrophic failure in the event of a large-scale natural disaster. Sentinel's proposal includes provisions for replicating data storage and server resources in real time to the South Haven Courthouse datacenter. In the event of a large-scale natural disaster in Paw Paw, servers and other resources could quickly be brought online at South Haven, allowing for emergency operations of critical resources from that location if necessary
2. **Fiscal Responsibility:** Another goal of this project was to exercise the utmost in due diligence and to set an example for good stewardship of public funds. This project represents a significant investment of taxpayer dollars and ensuring that the County maximized its return on each dollar spent was a critical component in the selection

process. The specific expenses and funding sources are detailed in the attached documents; however, the key takeaway is that this project came in significantly under the planned budget. By staying well under budget, the Technology Improvement Fund will maintain a healthy beginning fund balance as the County looks forward to the 2028 datacenter hardware refresh.

3. **Simplicity:** Simplifying the extreme complexity built into the existing datacenter solution was one of the top internal goals of this project. The existing network and server infrastructures are unnecessarily complicated and over-engineered for an environment this size. With the equipment going end-of-life, this represented an ideal time to significantly reduce backend complexities. Sentinel's proposal includes proven hardware from one manufacturer, Hewlett Packard (HP). Having all hardware under one umbrella means that there is one point of contact for support and the peace of mind that all equipment will natively work together.

In addition to this proposal, we are also seeking approval to purchase three Synology data storage units and associated disks. These are commercial, off-the-shelf data storage devices that will significantly enhance the County's data replication program by allowing for backup capabilities to remote, offsite locations. By replicating this data to an offsite, off network location, the County's operations will be further protected from the disaster scenarios outlined in the Continuity of Operations plan. These units are readily available from commercial vendors such as Amazon and Newegg and as such, their final costs may fluctuate slightly from the attached quote due to variations in disk availability and costs. Similar – but now outdated – devices have been in use at the County for many years and have a proven track record of reliability, security, and value. Those existing units will be repurposed to fill tertiary backup and replication roles.

FINANCIAL IMPACT:

The Technology Improvement Fund (G/L: 636.0.228.00.980.004) will be used for this purchase. As of 1/6/21, this fund's balance is \$632,230.90. This balance was built specifically for this project over the course of several years by aggressively reducing expenses and pursuing every cost-saving opportunity.

Sentinel Technologies Proposal: \$409,885.00

Synology Data Storage Units: \$21,312.60 (depending on market prices at the time of purchase)

Total: \$431,197.60

Remaining fund balance: \$201,033.30

RECOMMENDATION:

The recommendation is to approve the 2021 datacenter refresh proposal at the April 13, 2021 Board of Commissioners Meeting and to authorize the Board Chair to sign the appropriate documents on its behalf.

ATTACHMENTS:

Description

- ▢ **Sentinel Contract**
- ▢ **IS_Synology**



APPENDIX A

Customer Name: Van Buren County

Street Address: 219 E. Paw Paw St

City, State, Zip: Paw Paw, MI 49079

The Agreement referenced below by and between Sentinel Technologies, Inc., (Contractor) with principal offices at 2550 Warrenville Road, Downers Grove, Illinois 60515, and Van Buren County (Customer) with principal offices at 219 E. Paw Paw St, Paw Paw, MI 49079 is hereby appended to include the following:

Commencement Date Agreement No. 001r1-BB-m-JR Addendum No. 013r1-BB

Engagement Overview

Executive Summary

Van Buren County has engaged Sentinel Technologies to implement a new disaggregated Hyper Converged Infrastructure to support their existing production and DR environment. This new primary site infrastructure will be a 4 node Nimble dHCI environment and the DR site infrastructure will be a 2 node Nimble dHCI environment. Sentinel will also be installing a new firewall.

The next section "Project Overview" highlights the main phases involved in this project. The "Solution Design" section provides an illustration of the overall solution. The "Scope of Work" section then lays out in further detail what is covered as part of this project. Finally, "Customer Responsibilities and Assumptions" details important assumptions Sentinel has made in discussion with Van Buren County.

Project Overview

Project Phases

Phase 1 - Project Initiation Meeting

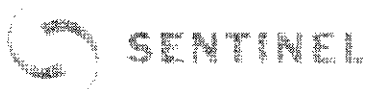
Sentinel Project Management will coordinate a kick-off meeting to review and approve the Scope of Work provided to the Customer. Customer and Sentinel provided resources will be introduced and their relevant roles for the project discussed. Sentinel Project Management will then coordinate a time for a site visit by Sentinel Engineers in order to draft a blueprint of all proposed work which will be provided to the Customer. High level timelines for project milestones will also be identified and discussed.

Phase 2 - Analysis & Design

Sentinel engineers will perform a high-level audit of the Customer's relevant infrastructure. The data collected from this audit will be used to generate a design for the implementation of the solution. Sentinel engineers will inform the Customer of any design requirements that will need to be completed by the Customer's IT staff prior to the start of the next phase (such as provisioning of storage space, acquisitions of licenses, and other essential design components not covered within this document). Upon acceptance of the work as detailed within the blueprint by the Customer, Sentinel engineers and project managers will then coordinate specific dates and times appropriate for accommodating the nature of the work involved (i.e. work which will require outages will be scheduled during appropriate maintenance windows).

Phase 3 - Staging

During the staging phase, equipment will be unboxed, burned-in, configured and tested off-site before being repacked and delivered for onsite implementation. This ensures maximum efficiency and quality while minimizing the disruptions and impacts to the Customer's environment.



Phase 4 - Implementation

Sentinel engineers will proceed with the implementation of all items specified within this Scope of Work and further detailed in the Customer approved Design Document.

Phase 5 - Post Support

Sentinel engineers will be dedicated to being available for the resolution of any problems or issues that arise during the post support portion of the project.

Phase 6 - Project Completion

Upon conclusion of all other phases of work Sentinel's engineers will provide the Customer with updated design documents for the project. Sentinel's project management team will then arrange for a meeting with the Customer to review the status of all project items. If no project items remain open Sentinel's project managers will request that the Customer sign off on the project, thus closing the project at that time.

Solution Overview

Planning & Pre-Engagement Preparation

- Identification of key Customer project team members with whom Sentinel will work to accomplish the tasks defined in this Scope.
- Review required hardware, software, networking and facilities required to successfully complete this engagement.

Analysis & Design

General

- Analyze the current environment to make sure the environment is ready for infrastructure implementation based upon the assumptions laid out in the next section.
- Engage with the Customer team to brainstorm the technical requirements and use case design for the implementation.
- Develop specific requirements, design and use case specifications blueprint document based upon Customer discussion.

Implementation

Primary Site Nimble dHCI

- Rack and stack servers, switches, and storage array.
- Connect all networking and power cables.
- Deploy Nimble dHCI environment on all hardware.
- Setup Infosight on all hardware and ensure all data is reporting properly.
- Configure ESXi on all the host servers.
- Build new vCenter appliance.
 - Setup VMware Single-Sign-On Service.
 - Setup VMware Inventory Service.
 - Setup VMware Update Manager.
- Configure all needed VMware networking needed for the VMware environment.
- Configure all the storage needed for the VMware Environment.
- Test migration of 3 VM's into the new environment.
- Setup site to site replication with DR site #1.
- Test hardware and VMware failover.
- Ensure all remote management is setup.



DR Site #1 Nimble dHCI

- Rack and stack servers, switches, and storage array.
- Connect all networking and power cables.
- Deploy Nimble dHCI environment on all hardware.
- Setup Infosight on all hardware and ensure all data is reporting properly.
- Configure ESXi on all the host servers.
- Build new vCenter appliance.
- Configure all needed VMware networking needed for the VMware environment.
- Configure all the storage needed for the VMware Environment.
- Setup site to site replication with Primary site Nimble array.
- Test hardware and VMware failover.
- Ensure all remote management is setup.

PDU's

Install new PDU's at Primary and DR site.

New Firewall Setup

- Sentinel will physically install the new firewall.
- Sentinel will setup and configure the firewall to meet Van Buren County standards.
- Sentinel will migrate all ACL, NAT, and VPN configuration needed.
- Sentinel will test the new firewall once installed.
- Sentinel will migrate services from the existing firewall to the new firewall.

Cutover / Migration Strategy

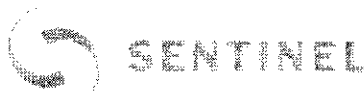
Sentinel has provided Engineering and Project Management professional services to support a cutover/migration strategy. The project team will deploy the solution within an estimated 2 cutover windows for production and DR site 1. Any additional cutovers, or phased installation work will be added into scope via the change order (PCR) process, and may require additional professional services to complete.

Cutover Planning Services Provided by Sentinel

Prior to any cutover, the Sentinel PM and Lead Engineer on the project will provide a "Solution Installation and Cutover Plan" which details the following:

- Start time and End time that is targeted for the maintenance window required for the cutover.
- Step by step plan for the work that is to be done prior to the installation, during the installation, and after the installation.
- Task ownership for each of the tasks identified.
- Task durations for each of the tasks identified.
- Back-out plan – along with a timeframe that identifies when we will initiate the back out plan.
- Test and Acceptance plans to be executed.

Once the cutover/installation plan has been created, the Sentinel Project Team and the Customer will meet to review and approve the plan. Prior to the cutover, a "go/no-go" call will take place to once again review the cutover plan, and ensure that all stakeholders involved in the cutover are available, and all pre-cutover tasks have been completed successfully in preparation for the maintenance window. If a Customer requests to cancel and reschedule a cutover, rescheduling charges may apply. Any impact to Customer resource schedules as a result of a "no-go" call, will be Customer responsibility.



Documentation and Knowledge Transfer

- Provide documentation of the setup including a revised Sentinel design doc as well as any available vendor-created administrative and/or best practices guides.
- Provide knowledge transfer including basic functional overviews of products implemented, demonstrating the normal operations as installed in the Customer's environment.
- Note that knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Sentinel welcomes Customer to be involved in all aspects of the project life cycle to achieve the highest level of knowledge transfer during the project. While there is no way to guarantee the level of knowledge transfer that will occur, additional time can be added to the staging, installation or testing portions of the project to try and accomplish this need. This request should be scheduled with the Project Manager. If additional time is added for this request, it will be handled through Sentinel's PCR process.

Customer's that seek to get the most out of the knowledge transfer have had a higher degree of success by combining the specific deployment knowledge transfer with formal Cisco course training. When the course work is done prior to the project knowledge transfer Sentinel has seen the highest degree of self-support post installation. That knowledge transfer and functional overviews are not a substitute for formal vendor product Customer Education courses available. Sentinel strongly encourages attendance at Customer Education classes to gain further insight into the product architecture and its integration.

Project Management

Sentinel will provide a project manager committed to the success of the project. The project manager will be responsible for:

- Complete success of the project.
- Optimal coordination of all resources.
- Guiding the Customer on aspects of the project they are required to perform.
- Tracking and reporting of progress.
- Management of agreed to budget issues.
- Management of expected timelines for implementation.
- Changes to the project and communications of changes in writing using a Project Change Form.
- Post installation document gathering, assembly and presentation.
- Post installation project completion agreement and signature.

Project management will ensure complete project success. Communication is the cornerstone of project management and the project manager will be the central communication mechanism for all parties. This will assure all relevant parties are informed about decisions that may affect the success of their component of the solution.

Customer Responsibilities and Assumptions

Project Specific

- Sentinel will not be migrating any VM's as part of this project outside of the 3 VM's included in the testing of the new environment.
- Van Buren County will ensure there is enough rack space and power for all the new equipment at each of the site.
- Van Buren County provide remote access to the environment.



General

The following is a list of responsibilities and/or tasks that Sentinel assumes have been completed or reviewed by Van Buren County to the execution of the above-mentioned project. If additional responsibilities are uncovered during the project, Sentinel will make sure that Van Buren County is made aware of any issues promptly to determine resolution.

Product Lead Times

Depending on the technologies quoted, orders may be direct or through distribution. Lead times should be expected to be 8 weeks but can exceed 8 weeks. Should expedited equipment requirements arise, there could be an additional charge to source through a warehousing distribution partner.

Site Readiness and Site Survey Requirement

Every effort has been made to ensure that proper power cords and patch cables have been included to match your environment's infrastructure. The notes section of the Bill of Materials (BOM) explicitly states the quantity and type of cords quoted.

Four options are available to ensure the accuracy of the selected items; please initial next to which method you agree to: (SELECT AND INITIAL ONLY ONE)

Note: In the absence of the Customer selecting one of the four options below, it is agreed that the contract will default to Option #1.

Initials

Option 1

Customer waives the opportunity to complete a site/closet checklist, has reviewed the BOM and agrees to quantity, type and length of the power and patch cables provided. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility]

Option 2

Customer has provided a site/closet review checklist document and confirms the quantity, type and length of the power and patch cables quoted. [Financial obligation for labor and materials for changes identified post order will be the Customer's responsibility, unless Sentinel provided the incorrect part based upon the provided checklist]

Option 3

Customer elects a "for charge" onsite survey of the facilities and closets to determine the quantity, type and length of the power and patch cables required. In addition, Sentinel will assess each closet's cooling and UPS readiness for the proposed equipment being provided. [Financial obligation for labor and materials for changes identified post order will be Sentinel's full responsibility, unless changes to the site have taken place subsequent to the site assessment]

Option 4

Not applicable. This SOW does not contain any work that would be performed in or impacted by the Customer's MDF, IDF or Data Center facilities.

Permits & Access

Unless otherwise agreed, all permits, variances, access to facilities, roof access, building warranty concerns or other site specific information and procedures are the responsibility of the Customer. Sentinel can assist as needed, but will need to be informed of any requirements prior to the site survey to consider these within the validation process.

Remote Support

Sentinel's service estimate assumes remote access support through IP VPN or IP PPP connection. Without this access, additional services may be incurred for optimization and tuning required pre and post installation.

Travel Requirements and Cost

Van Buren County will not be charged travel cost as part of the project.



Existing Hardware Compatibility & Firmware Updates

Where Customer provides existing server or other hardware, it is assumed the Customer has verified all such hardware is compatible with the versions of the software specified within the scope. This includes relevant firmware updates. Sentinel will not be providing firmware updates to any servers as part of this Scope of Work.

3rd Party Integration

Unless noted otherwise, Sentinel assumes no reliance on 3rd Party applications, connections or plug-ins to software deployments and updates as specified in this scope. If during Analysis and Planning any required 3rd Party integration is uncovered, additional hours may be incurred.

Fiber

It is assumed that the Customer's existing fiber will support proposed transmission speeds (i.e. 1GB, 10GB, 40GB, etc.). Customer must ensure that the fiber optic cabling is within manufacturer tolerances for distance and loss in order to support the required transport speeds. In some cases, specialized equipment, such as attenuators and mode conditioning cables, may be required to properly support these speeds. This equipment will be at the expense of the Customer.

Optics (SFP, SFP+, GBIC, etc...)

Every effort was made in the pre-sales process through white board sessions, BOM reviews and diagrams to identify any and all optics required. **OPTICS AS QUOTED AND SOLD ASSUME A STAND ALONE SYSTEM UNLESS OTHERWISE NOTED.** Migration items and integration items to existing equipment, if not noted, are not included nor is time for the interconnection, planning or design of same. Should any question exist as to the total number, types and use of the optics, Sentinel can set up a design review and white board session prior to the order upon request.

Power, Racks & Cooling

Like the optics, Sentinel has made a best effort to match any power requirements and answer any requests of the Customer related to equipment specifications, power cables included or other physical requirements. Any adjustments to fit in racks, connect to specific power terminal types, or secure electrician services to run a new service are beyond the fixed bid project price. Sentinel will respond to any inquiry and provide product literature. Any sizing charts provided are done so as a convenience to the Customer and DO NOT represent a commitment by Sentinel that, as sold, the equipment is ready for the Customer site. Sentinel offers Technology Area Design (TAD) consulting services should the Customer prefer a more formal and accurate solution.

Patch Cables / Cable Lengths

In most cases the BOM includes any note(s) on cable lengths included. Without the design validation of a formal TAD engagement, only a best effort is made to match the site requirements. Any changes to the cord lengths, connectors or other site readiness items will be in addition to the solution once the order is placed with the manufacturer(s). Many of the vendors offer the ability to select the appropriate items prior to order, but will charge for any replacements needed after the order and this offer will be extended to the Customer through the Sentinel Project Change Request (PCR) process. Unless specified, Sentinel assumes the Customer will provide all patch cables needed and can provide the product literature on any devices upon request.

Labor Union Requirements

Sentinel has NOT included any parameters for Union workers. Any requirement would require a subcontract arrangement to be determined up front and would increase the cost of deployment.

Patching and Equipment Cabling

Sentinel assumes, unless noted here, that the Customer will patch in all equipment to the cabling plant within the facility. Sentinel can perform this connection service at an additional charge with an approved PCR.



Pricing Summary

DC Refresh

Hardware and Software

		Extended Price
Primary Site	\$	110,246.00
VMware VCenter 3yr	\$	9,514.00
VMware 3 Year	\$	27,028.00
DR Site 1	\$	91,102.00
Cisco Firewall	\$	4,363.00
pdu	\$	5,120.00
Hardware and Software Total	\$	247,373.00

Solution Maintenance & Support

		Extended Price
Primary Site Support	\$	85,412.00
DR Site 1 Support	\$	36,915.00
Cisco Support	\$	5,866.00
Maintenance & Support Total	\$	128,193.00

TOTAL PROJECT - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.

		Extended Price
Hardware and Software	\$	247,373.00
Solution Maintenance & Support	\$	128,193.00
Professional Services	\$	39,590.00
Project Total	\$	415,156.00
One-Time Services Discount	\$	(5,301.00)
Discounted Total	\$	409,855.00

*Quote is valid until 03/04/2021

Plus applicable tax, shipping & handling



Primary Site

Primary Site				
Description	Qty	Unit Price	Ext Price	Special Notes
Primary Site - ESX Servers		\$ -	\$ -	
HPE NS dHCI Base Config Trk	1	\$ 1.00	\$ 1.00	
HPE DL380 Gen10 8SFF NC CTO Svr	4	\$ 916.00	\$ 3,664.00	
U.S. - English localization	4	\$ -	\$ -	
Intel Xeon-G 5220R FIO Kit for DL380 G10	4	\$ 1,638.00	\$ 6,552.00	
Intel Xeon-G 5220R Kit for DL380 Gen10	4	\$ 1,494.00	\$ 5,976.00	
Factory integrated	4	\$ -	\$ -	
HPE 64GB 4Rx4 PC4-2933Y-L Smart Kit	32	\$ 569.00	\$ 18,208.00	
Factory integrated	32	\$ -	\$ -	
HPE 240GB SATA RI SFF SC MV SSD	8	\$ 87.00	\$ 696.00	
Factory integrated	8	\$ -	\$ -	
HPE 10/25GbE 2p SFP28 BCM57414 Adptr	4	\$ 199.00	\$ 796.00	
Factory integrated	4	\$ -	\$ -	
HPE 96W Smart Storage Battery 145mm Cbl	4	\$ 47.00	\$ 188.00	
Factory integrated	4	\$ -	\$ -	
HPE Smart Array P408i-a SR Gen10 Ctrlr	4	\$ 193.00	\$ 772.00	
Factory integrated	4	\$ -	\$ -	
HPE 10/25GbE 2p FLR-SFP28 MCX4121A Adptr	4	\$ 173.00	\$ 692.00	
Factory integrated	4	\$ -	\$ -	
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	8	\$ 109.00	\$ 872.00	
Factory integrated	8	\$ -	\$ -	
HPE Pwr Crd 1.83m 10A C13 Th-Ph Kit	8	\$ 6.00	\$ 48.00	
Factory integrated	8	\$ -	\$ -	
HPE iLO Adv 1-svr Lic 3yr Support	4	\$ 254.00	\$ 1,016.00	
Factory integrated	4	\$ -	\$ -	
HPE ProStack DL3x0 Add Cust ESXi FIO SW	4	\$ 1.00	\$ 4.00	
Primary Site - Switches		\$ -	\$ -	
HPE SN2100M Rack Installation Kit	1	\$ 305.00	\$ 305.00	
HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch	2	\$ 5,019.00	\$ 10,038.00	
HPE BLc 10G SFP+ SFP+ 3m DAC Cable	48	\$ 73.00	\$ 3,504.00	
Primary Site - Nimble		\$ -	\$ -	
HPE NS HF40 Hybrid CTO Base Array	1	\$ 21,050.00	\$ 21,050.00	
HPE NS HF40/60 11.52TB FIO Cache Bndl	1	\$ 21,798.00	\$ 21,798.00	
HPE NS 2x10GBASE-T 4p FIO Adptr Kit	1	\$ 2,388.00	\$ 2,388.00	
HPE NS HF40/60 Hybrid 42TB FIO HDD Bndl	1	\$ 11,674.00	\$ 11,674.00	
HPE NS C13 to C14 FIO Power Cord	2	\$ 1.00	\$ 2.00	
HPE NS dHCI NOS PG FIO SW	1	\$ 1.00	\$ 1.00	
HPE NS AF/HF Array Standard Trk	1	\$ 1.00	\$ 1.00	
Hardware and Software Sub-Total:			\$ 110,246.00	



Primary Site Support

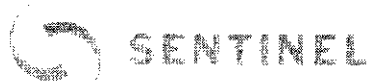
Primary Site Support				
Description	Qty	Unit Price	Ext Price	Special Notes
HPE 5Y Datacenter Care 24x7	1	\$ -	\$ -	
HPE iLO Advanced Non Blade Support	4	\$ 106.00	\$ 424.00	
HPE DL38x Gen10 Support	4	\$ 12,943.00	\$ 51,772.00	
HPE SN2010M 25GbE Switch Support	2	\$ 4,168.00	\$ 8,336.00	
HPE NS 5Y 4H Onsite Exchange Support	1	\$ -	\$ -	
HPE NS HF 11.52TB Cache Supp	1	\$ 7,174.00	\$ 7,174.00	
HPE NS HF40 Hybrid Base Array Supp	1	\$ 11,490.00	\$ 11,490.00	
HPE NS 2x10GBASE-T 4p Adptr Supp	1	\$ 1,739.00	\$ 1,739.00	
HPE NS HF40/60 Hybrid 42TB HDD Bndl Supp	1	\$ 4,477.00	\$ 4,477.00	
Maintenance & Support Sub-Total:			\$ 85,412.00	

VMware VCenter 3yr

VMware VCenter 3yr				
Description	Qty	Unit Price	Ext Price	Special Notes
VCTR SERVER 7 STD VSPHERE 7 P LICs ER INSTANCE Product stocked by manufacturer. Delivery times vary.	1	\$ 5,528.00	\$ 5,528.00	
PROD SNS VCTR SERVER 7 STD VSPHLICS ERE 7 PER INSTANCE 3YR Product stocked by manufacturer. Delivery times vary.	1	\$ 3,986.00	\$ 3,986.00	
Hardware and Software Sub-Total:			\$ 9,514.00	

VMware 3 Year

VMware 3 Year				
Description	Qty	Unit Price	Ext Price	Special Notes
Basic Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	8	\$ 2,329.00	\$ 18,632.00	
Basic Support Coverage VMware vSphere 7 Enterprise Plus for 1 processor Country of Origin: (None) Weight: 0.00 Dim Weight: 0.00	4	\$ 2,099.00	\$ 8,396.00	
Hardware and Software Sub-Total:			\$ 27,028.00	



DR Site 1

DR Site 1				
Description	Qty	Unit Price	Ext Price	Special Notes
HPE NS dHCI Base Config Trk	1	\$ 1.00	\$ 1.00	
HPE DL380 Gen10 8SFF NC CTO Svr	2	\$ 916.00	\$ 1,832.00	
U.S. - English localization	2	\$ -	\$ -	
Intel Xeon-G 5220R FIO Kit for DL380 G10	2	\$ 1,638.00	\$ 3,276.00	
Intel Xeon-G 5220R Kit for DL380 Gen10	2	\$ 1,494.00	\$ 2,988.00	
Factory integrated	2	\$ -	\$ -	
HPE 64GB 4Rx4 PC4-2933Y-L Smart Kit	16	\$ 569.00	\$ 9,104.00	
Factory integrated	16	\$ -	\$ -	
HPE 240GB SATA RI SFF SC MV SSD	4	\$ 87.00	\$ 348.00	
Factory integrated	4	\$ -	\$ -	
HPE 10/25GbE 2p SFP28 BCM57414 Adptr	2	\$ 199.00	\$ 398.00	
Factory integrated	2	\$ -	\$ -	
HPE 96W Smart Storage Battery 145mm Cbl	2	\$ 47.00	\$ 94.00	
Factory integrated	2	\$ -	\$ -	
HPE Smart Array P408i-a SR Gen10 Ctrlr	2	\$ 193.00	\$ 386.00	
Factory integrated	2	\$ -	\$ -	
HPE 10/25GbE 2p FLR-SFP28 BCM57414 Adptr	2	\$ 286.00	\$ 572.00	
Factory integrated	2	\$ -	\$ -	
HPE 800W FS Plat Ht Plg LH Pwr Sply Kit	4	\$ 109.00	\$ 436.00	
Factory integrated	4	\$ -	\$ -	
HPE Pwr Crd 1.83m 10A C13 Th-Ph Kit	4	\$ 6.00	\$ 24.00	
Factory integrated	4	\$ -	\$ -	
HPE iLO Adv 1-svr Lic 3yr Support	2	\$ 254.00	\$ 508.00	
Factory integrated	2	\$ -	\$ -	
HPE 2U CMA for BB Rail Kit	2	\$ 40.00	\$ 80.00	
Factory integrated	2	\$ -	\$ -	
HPE 2U SFF BB Rail Kit	2	\$ 71.00	\$ 142.00	
Factory integrated	2	\$ -	\$ -	
HPE ProStack DL3x0 Add Cust ESXi FIO SW	2	\$ 1.00	\$ 2.00	
HPE SN2100M Rack Installation Kit	1	\$ 305.00	\$ 305.00	
HPE SN2010M 25GbE 18SFP28 4QSFP28 Switch	2	\$ 5,019.00	\$ 10,038.00	
HPE BLc 10G SFP+ SFP+ 3m DAC Cable	32	\$ 73.00	\$ 2,336.00	
HPE NS HF40 Hybrid CTO Base Array	1	\$ 21,050.00	\$ 21,050.00	
HPE NS HF40/60 11.52TB FIO Cache Bndl	1	\$ 21,798.00	\$ 21,798.00	
HPE NS 2x10GbE 4p FIO Adptr Kit	1	\$ 3,706.00	\$ 3,706.00	
HPE NS HF40/60 Hybrid 42TB FIO HDD Bndl	1	\$ 11,674.00	\$ 11,674.00	
HPE NS C13 to C14 FIO Power Cord	2	\$ 1.00	\$ 2.00	
HPE NS dHCI NOS PG FIO SW	1	\$ 1.00	\$ 1.00	
HPE NS AF/HF Array Standard Trk	1	\$ 1.00	\$ 1.00	
Hardware and Software Sub-Total:			\$ 91,102.00	



DR Site 1 Support

DR Site 1 Support				
Description	Qty	Unit Price	Ext Price	Special Notes
HPE 5Y Foundation Care 24x7 Service	1	\$ -	\$ -	
HPE ILO Advanced Non Blade Support	2	\$ 39.00	\$ 78.00	
HPE DL38x Gen10 Support	2	\$ 3,370.00	\$ 6,740.00	
HPE SN2010M 25GbE Switch Support	2	\$ 1,895.00	\$ 3,790.00	
HPE NS 5Y 4H Onsite Exchange Support	1	\$ -	\$ -	
HPE NS HF 11.52TB Cache Supp	1	\$ 7,174.00	\$ 7,174.00	
HPE NS HF40 Hybrid Base Array Supp	1	\$ 11,490.00	\$ 11,490.00	
HPE NS 2x10GbE 4p Adptr Supp	1	\$ 3,166.00	\$ 3,166.00	
HPE NS HF40/60 Hybrid 42TB HDD Bndl Supp	1	\$ 4,477.00	\$ 4,477.00	
Maintenance & Support Sub-Total:			\$ 36,915.00	

Cisco Firewall

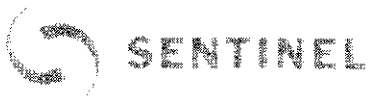
Cisco Firewall				
Description	Qty	Unit Price	Ext Price	Special Notes
Cisco FirePOWER 2110 ASA Appliance, 1U	1	\$ 4,363.00	\$ 4,363.00	
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$ -	\$ -	
Cisco ASA 9.10.1 Software for FirePOWER 2100 appliances	1	\$ -	\$ -	
Cisco FirePOWER 2100 Strong Encryption (3DES/AES)	1	\$ -	\$ -	
FirePOWER 2000 Series SSD for FPR-2110/2120	1	\$ -	\$ -	
Cisco FirePOWER 2100 Standard ASA License	1	\$ -	\$ -	
FirePOWER 2000 Series SSD Slot Carrier	1	\$ -	\$ -	
Hardware and Software Sub-Total:			\$ 4,363.00	

Cisco Support

Cisco Support				
Description	Qty	Unit Price	Ext Price	Special Notes
SNTC-24X7X4 Cisco FirePOWER 2110 ASA Appliance, 1U	1	\$ 5,866.00	\$ 5,866.00	
Maintenance & Support Sub-Total:			\$ 5,866.00	

pdu

pdu				
Description	Qty	Unit Price	Ext Price	Special Notes
10FT RPDU MONITORED 120/208V CABL W/ L14-30P BLUE POWDER COAT CORD Product stocked by manufacturer. Delivery times vary.	4	\$ 640.00	\$ 2,560.00	
Country of Origin: US Weight: 17.00 Dim Weight: 4,698.00				
10FT RPDU MONITORED 120/208V CABL W/ L14-30P GREEN POWDER COAT CORD Product stocked by manufacturer. Delivery times vary.	4	\$ 640.00	\$ 2,560.00	
Country of Origin: US Weight: 17.00 Dim Weight: 4,698.00				
Hardware and Software Sub-Total:			\$ 5,120.00	



General Terms and Assumptions

- With regard to any software licenses installed by Contractor as necessary to effectuate the provision of services under this Agreement, thus not within the scope of the deliverables, Customer is hereby prohibited from duplicating said software in any form or fashion and is further restricted from using the software beyond the intended scope set forth herein. Moreover, Customer is restricted from licensing, sublicensing or transferring said software to any third party (except to a related party) without the express permission of Contractor, under which circumstance the software shall stay under the control and auspices of the Contractor. In the event Customer loses or damages the software, a copy may be provided at a nominal charge. Contractor may, at its discretion, remove said software upon the completion of its provision of services. Alternatively, at the end of this engagement or the license period, whichever occurs first, Customer is required to either destroy or return all copies of said software to Contractor, as expressly directed by Contractor.
- The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.
- For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.
- For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.
- Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.
- Sentinel makes no guarantees with respect to this product's compliance with any local, state, or federal privacy laws, including, but not limited to, the Biometric Information Privacy Act (BIPA) and the California Consumer Privacy Act (CCPA), and Customer shall maintain all responsibility and bear all liability with regard to its compliance with such in relation to its use of this product. Customer shall indemnify and hold harmless Sentinel from any third party claims to arise out of any privacy violations with regard to this product.



Payment Terms

Hardware/Software: For orders over \$100K, 50% at contract execution, balance upon shipment from manufacturer

All Invoices: Net 30

This quote is valid until 03 / 04 / 2021.

CUSTOMER:
Van Buren County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

P.O. #: _____

CONTRACTOR:
Sentinel Technologies, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



Review your order

You have default checkout preferences for your current order

- ☐ I'd like to manually select a new group, shipping address and payment method when I place my next order.

There are 2 important messages about your order.

[Confirm your operating hours: If your business' operating ho...](#)
[If tax exemption is applied to this order, you acknowledge your tax exemption...](#)

Group IT (Van Buren County)

[Change](#)

Shipping address [Change](#)

Charles Norton
219 E PAW PAW ST STE 202
PAW PAW, MI 49079-1448
United States
Phone: 2696578266
[Edit delivery preferences](#)
[Ship to multiple addresses](#)

Payment method [Change](#)



ending in 4069

Billing address [Change](#)

Same as shipping address

Add a gift card, promotion code, or voucher

Enter Code

Apply

Place your order

By placing your order, you agree to the [Amazon Business Accounts Terms and Conditions](#) and Amazon's [privacy notice](#).

Order Summary

Items (45):	\$21,312.60
Shipping & handling:	\$7.96
Free Shipping:	-\$7.96
Total before tax:	\$21,312.60
Estimated tax to be collected:*	\$0.00

Order total: \$21,312.60

Qualifying offers:

- Free Shipping

[How are shipping costs calculated?](#)

Business order information [Change](#)

PO number

No value entered

Items shipped from Amazon.com

Delivery: Mar. 1, 2021



Synology 10Gb Ethernet Adapter 2
RJ45 Ports (E10G18-T2)
\$269.99 & **FREE** Returns

Quantity: 3 [Change](#)

Sold by: Amazon.com Services LLC

Add a gift receipt

and see other gift options

Tax Exemption Applied.

Choose a delivery option:

- ☒ **Monday, Mar. 1**
FREE Shipping

Items shipped from Arch Global

Estimated delivery: Feb. 25, 2021 - Mar. 2, 2021



Arch Memory Replacement for
Synology D4EC-2666-16G 16 GB
288-Pin DDR4-2666 PC4-21300
ECC UDIMM RAM
\$189.64

[Business Price](#)

Quantity: 6 [Change](#)

Sold by: Arch Global

Gift options not available.

Tax Exemption Applied.

Choose a delivery option:

- ☒ **Thursday, Feb. 25 - Tuesday, Mar. 2**
FREE Shipping
- ☐ **Thursday, Feb. 25**
\$25.95 - Shipping

Items shipped from Aventis Systems

Estimated delivery: Feb. 25, 2021 - Mar. 2, 2021



Synology RS2818RP+ 16bay NAS

Rack Station (Diskless)

\$3,099.00

Quantity: 3 [Change](#)

Sold by: Aventis Systems

Gift options not available.

Tax Exemption Applied.

Choose a delivery option:

☒ **Thursday, Feb. 25 - Tuesday, Mar. 2**

FREE Shipping

Items shipped from PCNation

Estimated delivery: Feb. 26, 2021 - Mar. 3, 2021



Synology Sliding Rail For 1U/2U/3U

Models (RKS1317)

\$106.03

Quantity: 3 [Change](#)

Sold by: PCNation

Gift options not available.

Tax Exemption Applied.

Choose a delivery option:

☒ **Friday, Feb. 26 - Wednesday, Mar. 3**

FREE Shipping

☐ **Thursday, Feb. 25 - Tuesday, Mar. 2**

\$41.85 - Shipping

Items shipped from Seagate Brand

Estimated delivery: Feb. 26, 2021 - Mar. 3, 2021



Seagate 16TB HDD Exos X16 7200

RPM 512e/4Kn SATA 6Gb/s 256MB

Cache 3.5-Inch Enterprise Hard

Drive (ST16000NM001G)

\$324.99

Quantity: 30 [Change](#)

Sold by: Seagate Brand

Gift options not available.

Tax Exemption Applied.

Choose a delivery option:

☒ **Friday, Feb. 26 - Wednesday, Mar. 3**

FREE Shipping

Place your order

By placing your order, you agree to the [Amazon Business Accounts Terms and Conditions](#) and Amazon's [privacy notice](#).

*Why has sales tax been applied? [See tax and seller information](#)

Do you need help? Explore our [Help pages](#) or [contact us](#)

For an item sold by Amazon.com: When you click the "Place your order" button, we'll send you an email message acknowledging receipt of your order. Your contract to purchase an item will not be complete until we send you an email notifying you that the item has been shipped.

Colorado, Louisiana and Puerto Rico Purchasers: [Important information regarding sales tax you may owe in your State](#)

Within 30 days of delivery, you may return new, unopened merchandise in its original condition. Exceptions and restrictions apply. See Amazon.com's [Returns Policy](#)

Go to the [Amazon.com homepage](#) without completing your order.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Virg Franks, Captain
DATE: March 23, 2021
RE: Authorization of Sale by Auction of Property

REQUEST:

The request is to authorize the sale of County-owned property at the Municipal Auction conducted by Biddergy on Tuesday, April 20, 2021

BACKGROUND:

The following articles of seized/unclaimed property:

- Gasoline caddy
- Emerson television. Serial# DSAA1541173532
- Milwaukee folding hand cart dolly
- Ramset Drywall Tracking Fastener. Serial# 305100514
- Eliminator Nail driver. Serial# NSD2511

Red nylon bag containing:

- Rigid brand battery powered drill. Serial# R86034.
- Rigid Brand Battery powered circular saw. Serial# G034894952.
- Rigid brand tool battery charger.

- Dewalt brand circular saw. Serial# 71404
- Huskee brand mobile 25 gallon tool chest containing assorted hand tools
- 5 gallon gasoline can
- Boss brand auto audio sound system
- Rockford Fosgate amplifier. Serial# 3833278100-01
- Maxx brand vehicle power system. Serial# OEL01A300896
- Commercial electric retractable 30' power cord reel. Serial# HD109001164
- Galvanized 1 bushel metal tub
- Tippmann brand paintball gun. Serial# 1742431
- Sony brand blue ray DVD player. Serial# 1269939
- Boss brand marine radio. Serial# MR13050011A
- Dremel brand circular saw. Serial# LR39098
- Leaf Blower. Serial# 1719-401-003-05
- Huskee brand 12 volt inflator
- Campbell brand 4 gallon air compressor. Serial# L5-31-2000-0198
- Extension saw/pole saw. Hyper Tough brand

The following county-owned vehicles which have been taken out of service:

- A 2016 Ford Explorer, VIN number 1FM5K8ARXGGA72073. Assigned to Sheriff's Office.
- A 2010 Dodge Charger, VIN# 2B3CA2CV3AH317542. Assigned to the Friend Of The Court.

FINANCIAL IMPACT:

The revenue impact will not be known until after the auction.

RECOMMENDATION:

The recommendation is to approve the request of sale of County-owned property at the April 13, 2021 Board of Commissioners meeting.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Prosecutor Zuiderveen
DATE: March 23, 2021
RE: Office of the Prosecuting Attorney - Intern

REQUEST:

The request is to approve the hiring of a recent law school graduate for a 4-month internship (April, May, June, July, 2021) for 20 hours a week at \$20/hour.

BACKGROUND:

The Prosecuting Attorney's Office has an opportunity to hire a recent law school graduate as an intern to help process and prepare the backlog of cases for trial. As of March 9, 2021, the Court has started doing jury trials. There are currently over 30 cases waiting to go to trial. Therefore, the Prosecutor's Office is preparing for several continuous weeks of trials. The intern position would be able to assist the Assistant Prosecutors with motions, pre-trials and trial preparation. Board approval is needed before a formal offer is extended due to the hiring freeze and the need for a budget amendment. The candidate, Ms. Sydney Jordan, J.D., obtained her Juris Doctorate in December, 2019, from the Indiana University Robert H. McKinney School of Law. She recently took the bar exam and is awaiting the results.

FINANCIAL IMPACT:

The Prosecutor's Office has worked with the Finance Department to examine different scenarios (see attached). If an intern is hired for four months and worked for \$20/hour for 20 hours per week, the total cost would be \$6,400. Currently, the cost would be able to be absorbed in the operating budget with no additional funds needed.

RECOMMENDATION:

The recommendation is to adjust the Prosecuting Attorney's operating budget to allow for the hiring of a law school intern for 4 months for 20 hours/week at \$20/hour at the March 23, 2021 Board of Commissioners meeting.

ATTACHMENTS:

Description

- ▢ **OPA Intern**

TO: Board of Commissioners

FROM: Susan Zuiderveen

DATE: March 9, 2021

RE: Hiring of Law School Intern

REQUEST:

The request is to approve the hiring of a recent law school graduate for a 4-month internship. She would work for 4 months for 20 hours a week at \$20/hour.

BACKGROUND:

The prosecuting attorney's office has an opportunity to hire a recent law school graduate as an intern to help process and prepare the backlog of cases for trial. As of March 9, 2021, the court has started doing jury trials. There are currently over 30 cases waiting to go to trial. Therefore, the prosecutor's office is preparing for several continuous weeks of trial. The intern position would be able to assist the assistant prosecutors with motions, pretrials and trial prep. Board approval is needed before a formal offer is extended due to the hiring freeze. Ms. Jordan obtained her Juris Doctorate in December of 2019 from the Indiana University Robert H. McKinney School of Law. She recently took the bar exam and is awaiting results.

FINANCIAL IMPACT:

Board direction is needed before a formal offer is extended due to the hiring freeze. The prosecutor's office has worked with accounting on different scenarios. If an intern was hired for 4 months and worked for \$20/hr for 20 hours a week, the total cost would be \$6,400. Currently, we would be able to amend the operating budget so there will be no financial impact to the county.

RECOMMENDATION:

The recommendation would be to amend the prosecuting attorney's operating budget to allow the hiring of an law school intern for 4 months for 20 hours a week at \$20/hr.

Sydney J. Jordan, J.D.

429 Douglas Ave., Kalamazoo, MI, 49007 | 574-870-5724 | sydney.jeanjean@gmail.com

January 2021

To Whom It May Concern:

I am Sydney Jordan and am currently taking the start of the year to study for the upcoming Michigan Bar Exam. I am looking for any opportunity to begin my career in the legal profession. Throughout my time as a law student, bailiff and law clerk, I earned consistent praise for my attention to detail, organizational abilities and strong legal research skills. As I begin my search for my career, I recognize that these skills would be an excellent asset to any legal professional.

Previously I served as a bailiff for my hometown Courthouse. This role allowed me to observe the courtroom, network with other professionals, utilize Odyssey—a case management system—and provided me with opportunities to do legal research. I thrived in every aspect of the job, but truly excelled when I was able to showcase my diligent legal research skills.

I have always been told that a cover letter should tell the reader something that a resume cannot; my resume indicates my work experience, but what it doesn't necessarily show is my work ethic. I do not take the privilege to earn an income lightly, nor do I ever wish to put myself in a position where I am not reaching my full potential. It is because of this drive that I worked one and occasionally two jobs while attending DePauw University; it is because of this drive that I worked my way through law school; and it is this drive that will undoubtable set me apart in my career.

My qualifications include a dual Bachelor of Arts degree in Spanish and Sociology, Juris Doctorate from IU, training in family law and proficiencies in Westlaw, LexisNexis and MS Office Suite.

I would greatly appreciate any opportunity to network with you or discuss how I could one day contribute to your legal team. To arrange a meeting, please call (574) 870-5724 or email me at Sydney.jeanjean@gmail.com Thank you for your time.

Sincerely,

Sydney J. Jordan,

J.D.

February 2021 Michigan Bar Candidate

Education

J.D. **Indiana University Robert H. McKinney School of Law.** December 2019

Activities:

- Moot Court
- Sports & Entertainment Law Society
- Criminal Defense Clinic

B.A. **DePauw University.** BA: Sociology & Spanish. Minors: Communication & Education, May 2017

Activities:

- | | |
|--|-----------------------------|
| ▪ Delta Gamma (Director of Social Events) | February 2015-February 2016 |
| ▪ DePauw Panhellenic (VP Service & Philanthropy) | February 2016-February 2017 |
| ▪ Circle of Sisterhood (President) | February 2016-February 2017 |
| ▪ Soul Core (VP Finance) | August 2016-May 2017 |
| ▪ Company Unspoken (President) | August 2015-May 2017 |

Experience

- | | |
|--|-----------------------------|
| • White County Court House (Bailiff & Legal Research) | January 2020- December 2020 |
| • BB&C Attorneys at Law (Law Clerk) | August 2019- December 2019 |
| • Bauer Family Resources (Family Engagement Worker & In-Home Educator) | January 2019- August 2019 |
| • United Parcel Service (Pre-loader) | July 2018- November 2018 |
| • Jordan Manufacturing, Inc. (Sales Associate & Customer Service) | July 2014- June 2018 |
| | April 2020- January 2020 |
| • DePauw University (Lifeguard) | January 2015- December 2016 |
| • Angel's Senior Home Solutions, Inc. (Clerical Staff) | June 2011- September 2016 |

Charitable/Volunteer

- | | |
|--|---------------------------|
| • Nursing home [Volunteer] | March 2001- December 2020 |
| • Special Olympics [Volunteer] | August 2013-Present |
| • Re-Entry Fair [Volunteer, Licensing] | March 2018 |

Research Experience

- | | |
|----------------------------------|-----------------------------|
| • Independent Sociology Research | February 2016-December 2016 |
|----------------------------------|-----------------------------|

References

- | | |
|---|--|
| • Honorable Judge Jason A. Thompson [Supervisor at White Circuit Court] | jason.thompson@whitecountyin.us
574-870-1668 |
| • Cecelia Harper [BB&C Attorneys at Law] | cnh@hereforlifel.com
765-742-9066 |
| • Kevin Sparks [Jordan Manufacturing Inc.] | ksparks728@yahoo.com
574-225-0311 |

Susan Zuiderveen

From: Ryan Post
Sent: Friday, February 19, 2021 3:06 PM
To: Susan Zuiderveen
Subject: RE: Law School Intern

Hi Susan,

First let's review the cost, where I have provided you with 4 scenarios:

- 1) 4 month hire @ 20 hours per week
- 2) 4 month hire @ 40 hours per week
- 3) 6 month hire @ 20 hours per week
- 4) 6 month hire @ 40 hours per week

Scenario #1 – 4 month hire @ 20 hours per week

4 weeks per month * 4 months = 16 total weeks
\$20/per hour * 20 hours per week: \$400/paycheck
16 weeks * \$400/paycheck = \$6,400

Scenario #2 – 4 month hire @ 40 hours per week

4 weeks per month * 4 months = 16 total weeks
\$20/per hour * 40 hours per week: \$800/paycheck
16 weeks * \$800/paycheck = \$12,800

Scenario #3 – 6 month hire @ 20 hours per week

4 weeks per month * 6 months = 24 total weeks
\$20/per hour * 20 hours per week: \$400/paycheck
24 weeks * \$400/paycheck = \$9,600

Scenario #4 – 6 month hire @ 40 hours per week

4 weeks per month * 6 months = 24 total weeks
\$20/per hour * 40 hours per week: \$800/paycheck
24 weeks * \$800/paycheck = \$19,200

As an FYI, if this hire started on 4/5/2021, there are 26 weeks through the end of our fiscal year, 9/30/2021.

In my opinion, I believe we might be able to amend your current operating budget if you choose scenario #1 as presented above.

If you consider scenarios #2-4, then I do not believe you have enough available funding within your current operating budget to move around to cover these costs as presented above.

However, with or without available money within your current operating budget, the Board of Commissioners would need to approve the hire because it was not budgeted and I also believe we are technically on a hire freeze too, which they review/approve on an individual basis.

Please let me know your thoughts or if you have any further questions, thank you.



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners

FROM: John Faul

DATE: March 23, 2021

RE: Palisades Recovery Plan

REQUEST:

The request is to receive a proposal for a Palisades Recovery Plan that will require the approval of two Agreements:

1. Palisades Recovery Plan Agreement - Van Buren County and Kinexus Group
2. Palisades Project Director - Employment Agreement.

BACKGROUND:

Palisades Nuclear Power Generating Plant (Palisades) is scheduled to cease operating and begin a federally regulated decommissioning process in April, 2022. Because the operation of Palisades provides significant economic resources and contributes to the social fabric of the community, the decommissioning will have significant socio-economic impacts. For Tax Year 2020, Palisades paid \$2,060,731 in property taxes. They are the second largest taxpayer in the County and employ approximately 600 people.

The proposal is to develop a Palisades Recovery Plan and implement best practices via agreements with Kinexus Group and a Project Director to provide services that will mitigate these impacts. The goal is to attract the maximum of grant dollars and other monies that can be used to help mitigate the closing of Palisades. These funds will support economic, workforce and community development transition services throughout the decommissioning process. It is a reasonable and prudent investment for Van Buren County residents.

The 18-month Agreement (July, 2021 - December, 2022) with Kinexus will consist of two phases both of which require the appointment of a Project Director to develop and manage the Plan.

As we have discussed, I have expressed a desire to transition from the position of County Administrator into the position of Palisades Project Director. The Labor & Negotiations Committee supports this request. I will continue to be a County employee as outlined in Phase 1 of Agreement (July, 2021 - December, 2021) and be compensated at the same level that I am presently. This will require the termination of my existing Agreement and the establishment of a new Agreement that will change the term and duties. For Phase 2 (January, 2022 - December, 2022), I will be a contractual employee of Kinexus as outlined in the Agreement. In more detail, the phases are:

1. July, 2021 - December, 2021, \$47,500: The Project Director will be an employee of County

to develop a plan of action for grant and fund development. Kinexus will provide basic coordination, facilitation, information technology and basic office support.

2. January, 2022 - December, 2022, \$143,000: The Project Director will be a contractual employee of Kinexus. Kinexus will provide basic oversight and operational direction for economic, workforce and community development coordinating services to implement the Plan and assist in transitioning the community to economic stability.

I am excited for this opportunity to continue to be of service to the County. I believe it will benefit the County to utilize my skill set to address this issue head on to mitigate the socio-economic impacts of the Palisades closure. I thank the Board for allowing me to be of service to the County for the last four years and I appreciate the opportunity to be of continued assistance.

FINANCIAL IMPACT:

The total contract amount with Kinexus is \$190,500 with \$37,500 allocated for operational and marketing expenses to be pre-approved by the County.

RECOMMENDATION:

The recommendation is to approve, at the March 23, 2021 Board of Commissioners meeting, two Agreements:

1. Palisades Recovery Plan Agreement - Van Buren County and Kinexus Group
2. Palisades Project Director - Employment Agreement.

ATTACHMENTS:

Description

- ▣ **Employment Agreement - Faul**
- ▣ **VBC-Kinexus Services Agreement**

EMPLOYMENT AGREEMENT

This **EMPLOYMENT AGREEMENT** is entered into this 23rd day of March, 2021, (“Agreement”) by and between the County of Van Buren (hereafter “County”, “Board” or “Employer”), and John Faul (“Employee”).

WHEREAS, Employee desires to transition from the position of County Administrator into the position of Palisades Project Director, effective July 2, 2021; and

WHEREAS, Employer desires to employ Employee as the Palisades Project Director, subject to the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Employer and the Employee hereby agree as follows:

1. EMPLOYMENT; DUTIES.

a) Employment. Effective July 2, 2021, Employee will transition from the position of County Administrator into the position of Palisades Project Director at which time Employee’s current Employment Agreement covering his position as County Administrator will terminate and Employee will be entitled to no further compensation or benefits of any kind or nature under that Agreement. This Agreement also supersedes and replaces the letter agreement signed by Employee on or about January 21, 2021.

b) Duties and Responsibilities. In the position of Palisades Project Director Employee shall be responsible for any and all duties normally performed by a person in Employee’s position (“Duties”), including, but not limited to, any Duties directed by the Employer and any Duties set forth in the job description that may be maintained by Employer and updated from time-to-time. The Employer retains the right to modify Employee’s Duties in its sole discretion. Employee agrees to adhere to all of the policies, procedures, rules and regulations set forth by Employer. These policies, procedures, rules and regulations include, but are not limited to, any summary benefit plan descriptions, or any other personnel practices or policies of Employer. To the extent that Employer’s policies, procedures, rules and regulations conflict with the terms of this Agreement, the specific terms of this Agreement will control.

2. COMPENSATION & BENEFITS.

During Employee’s employment with the Employer under this Agreement, the Employer shall pay to Employee a total salary of Sixty-Two Thousand Two Hundred Sixteen and 00/100 Dollars (\$62,216.00) in installments on Employer’s regular payroll dates and in accordance with the Employer’s policies now or hereafter in effect. Employee shall also receive the same fringe benefits as other non-union County employees, except that Employee will annually be allowed 6 weeks PTO to be used for vacation, sick and personal time. Any PTO used by Employee during 2021 while Employee was employed as the County Administrator will count towards this PTO entitlement. Unused PTO up to a maximum of 320 hours will be paid upon separation from employment.

3. **TERM & TERMINATION.** The term of this Agreement and Employee's employment with the Employer ("Term") shall commence on the date hereof and shall continue until December 31, 2021, unless terminated earlier by either party, which termination may occur at-will by either party as follows:

- a) **At-will:** By majority vote, the Board may terminate this Agreement and Employee's employment "at-will", at any time, with or without cause, upon thirty (30) days written notice, in which case the Employer will pay Employee severance in an amount equal to Employee's salary from the termination date through the end of the Term of this Agreement. The Employer will also continue to pay its share of health insurance premiums (which may be pursuant to COBRA) through the end of the Term of this Agreement.
- b) **For Cause:** By majority vote the Board may terminate this Agreement and Employee's employment for good or just "cause", in which case Employee will receive no severance and no benefits beyond the effective termination date. "Cause" means:
 - i. Commission of a felony or misdemeanor involving moral turpitude;
 - ii. Knowingly engaging in misconduct and/or neglecting his duties (Employee will be given notice and an opportunity [not less than 7 calendar days'] to defend his actions prior to a Board vote);
 - iii. Theft, dishonesty or knowingly destroying Employer (or a citizen's) property in connection with Employee's duties;
 - iv. Insubordination; failing to follow lawful Employer directives/instructions or written Employer policies/procedures/guidelines.
- c) **Resignation:** Employee may voluntarily resign by giving the Board's Chair two (2) months written notice (unless the Board agrees in writing to a shorter notice period). Employee will be paid his salary and benefits through the resignation date, and will be paid his accrued and unused PTO, up to 320 hours.

4. **RETURN OF PROPERTY.** Upon termination of Employee's employment, Employee shall immediately return and surrender to the Employer originals and all copies of all records, notes, memoranda, information and documents and other property created or obtained by the Employee as a result of or in the course of or in connection with Employee's employment with the Employer.

5. **INDEMNIFICATION BY EMPLOYEE.** Employer shall defend, save harmless and indemnify Employee against legal action arising out of any act or omission occurring in the performance of Employee's authorized duties, provided Employee has not committed a crime and has acted in good faith. Employer may settle any claim/suit involving Employee.

6. **EXPENSE REIMBURSEMENT.** Employer will reimburse Employee for all reasonable expenses (e.g. travel, meeting or association dues/fees, etc.) incurred by Employee in

the furtherance of County business and/or for Employee's professional development. Estimated expenses must be submitted to the Board Chair for review and prior approval.

7. **APPLICABLE LAW.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles.

8. **MEDIATION AND BINDING ARBITRATION.** Employer and Employee agree that any controversy or claim arising out of this Agreement or out of Employee's employment with Employer or the termination of that employment relationship (including any claim of discrimination, harassment or retaliation) shall be first submitted to facilitative mediation and, if resolution is not reached at mediation, then submitted to binding arbitration, in accordance with the rules of the American Arbitration Association then pertaining. The decision of the Arbitrator shall be final and binding and neither party shall have any right of appeal therefrom. Judgment upon the award rendered by the Arbitrator may be entered in the Circuit Court for the County of Van Buren. The demand for arbitration must be submitted, in writing, to the Board of Commissioners and to the American Arbitration Association at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or electronically at www.adr.org. The demand must be received by the American Arbitration Association within the applicable statute of limitations or within six (6) months after the alleged violation, misconduct, or incident which gives rise to the request for arbitration, whichever is shorter. Failure to file the demand with the American Arbitration Association within the applicable limitations period or said six (6) month time period, whichever is shorter, shall constitute a full and complete waiver of the claim, and a complete waiver of any right to compensation, benefits or damages. If the written demand for arbitration is not filed within the applicable limitations period or said six (6) month period, whichever is shorter, it is forever barred. Employee expressly waives any statute of limitations which is longer than six (6) months.

9. **NO WAIVER.** Failure or delay of either party in exercising any right or remedy or in insisting on strict performance of any term, condition or obligation under this Agreement, on one or more occasions, shall not operate as a waiver thereof. No waiver shall be effective unless and until it is in writing and signed by the waiving party. The express waiver by any party of a right or remedy or any defect in performance hereunder shall not operate or be construed as a waiver of that right, remedy or requisite strict performance at any subsequent time or of any other right, remedy or requisite strict performance.

10. **SEVERABILITY.** Each of the terms and provisions of this Agreement is to be deemed severable in whole or in part and, if any term or provision or the application thereof in any circumstances should be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining terms and provisions or the application thereof to circumstances other than those as to which it is held invalid, illegal or unenforceable, shall not be affected thereby and shall remain in full force and effect.

11. **ENTIRE AGREEMENT.** This Agreement constituted the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, express or implied, between the parties with respect

thereto. This Agreement may only be amended or modified by a writing duly executed by both parties.

12. **BINDING EFFECT.** Subject to the express provisions hereof, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. **KNOWING AND VOLUNTARY EXECUTION.** Employee warrants and represents that he has been given an ample period of time to review this Agreement and has been provided with the opportunity to obtain and rely on legal advice from an attorney of Employee's choice, and that Employee has read and fully understands the terms and conditions of this Agreement. Employee has signed this Agreement freely and of Employee's own will in exchange for the right to obtain employment with Employer and receive the payments and benefits associated with that employment.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

John Faul
Employee

Chair of County Board of Commissioners
Van Buren County

AGREEMENT

Between VAN BUREN COUNTY and KINEXUS GROUP FEIN: 38-3287818

This contract is made and entered into on 3/23/2021, by and between Van Buren County, 219 E. Paw Paw Street, Paw Paw, Michigan (hereinafter referred to as the "County") and KINEXUS GROUP 330 W. Main St., Benton Harbor, Michigan (hereinafter referred to as "Contractor").

Section One: Period of Performance

Performance of this contract shall begin no earlier than:

Phase 1: July 2, 2021 – December 31, 2021

Phase 2: January 1, 2022 – December 31, 2022

Kinexus Group understands that one of the main reasons for this contract is to assist Van Buren County in attracting the maximum amount of grant dollars and other monies that can be used to help mitigate the closing of the Palisades Nuclear Generating Station.

Section Two: Principal Duties and Responsibilities

This contract is established for the purpose of: transition coordinating services with the principal duties and responsibilities as described within the ("Services"):

Phase 1:

1. Kinexus Group will support economic, workforce and community development transition services for Van Buren County as Palisades Nuclear Plant prepares to close, in partnership with a representative to be determined by the county.

- Kinexus Group will provide basic coordination, but not managerial control, during Phase 1 for the representative assigned by the county. During Phase 1, the representative will be an employee of the County.
- Kinexus Group will work with Van Buren County and their designated representative to develop a plan of action for grant and fund development across the life of this contract.
- Kinexus Group will provide facilitation, information technology and basic office support for this representative.

Phase 2:

1. Kinexus Group will provide economic, workforce and community development transition coordinating services for Van Buren County as Palisades Nuclear Plant prepares to close. The primary application of this support will be through a representative, agreed upon by both Van Buren County and the Kinexus Group, who will support efforts in Van Buren County through:

- Work and coordinate with local, county, regional, state, and national public and private sector stakeholders to successfully transition the community to economic stability.
- Partners include: Van Buren County, City of South Haven, State of Michigan, US Government, Southwest Michigan Planning Commission, Kinexus Group (Michigan Works! Berrien-Cass-Van Buren, Market Van Buren), South Haven Chamber of Commerce, MEDC and others as needed.
- Identify and secure technical and financial support for the community through grants and other funding opportunities for Van Buren County's Palisades Recovery Plan (PRP) efforts.
- Through the course of this effort, KG will assist in the identification, grant development and grant writing/review phase. All grants will be written with Van Buren County or its designated organization as the primary recipient and fiduciary authority.

2. Kinexus Group will provide basic oversight and operational direction (with Van Buren County guidance) during Phase 2 for the designated representative. During Phase 2, the representative will be a contracted agent of the Contractor.

Metrics

- Primary metric will be the amount and type of grant and other funding sources applied for and/or secured for Van Buren County PRP.

Reporting Requirements

- In person weekly reporting to Van Buren County Labor and Negotiations Committee and other committees as deemed necessary by Van Buren County and Kinexus Group

2. CONTRACTOR will have sole control of the manner and means of performing services during Phase 2.

Section Three: Payment Terms

Van Buren County agrees to pay **CONTRACTOR** the following:

Phase 1:

Van Buren County will pay **CONTRACTOR** \$10,000 on July 2, 2021 for setting up, managing and coordinating the contract, which includes time, technology, facilities and other services required to successfully execute the 18-month contract.

CONTRACTOR can submit up to \$37,500.00 in expenses attached to enhanced representation and advocacy on behalf of the Van Buren Communities in Lansing. Expenses include efforts associated with enhancing Van Buren's representation with the State of Michigan and United States Governments to secure additional funding and technical support to help the people and businesses successfully transition to economic prosperity during and after the Palisades closure. All expenses including travel, conference and professional development expenses are to be pre-approved by the Labor and Negotiations Committee. Midwest Strategies and other team members will be activated immediately following the execution of this agreement.

Phase 2:

Van Buren County will pay **CONTRACTOR** four (4) \$35,750 quarterly payments, beginning January 2022, and ending December 2022 for a total of up to \$143,000.00. Invoices will be submitted prior to the 1st day of each quarter to cervena@vbco.org.

Section Four: CONTRACTOR Status

Van Buren County retains **CONTRACTOR** only for the purposes and to the extent set forth in this Agreement. Contractor shall be an independent contractor and not an employee of Van Buren County or any affiliated entity. No employee right shall rise or accrue as a result of the performance of this Agreement by **CONTRACTOR** and no term of this Agreement shall be interpreted in a manner that is inconsistent with **CONTRACTOR's** status as an independent contractor.

Van Buren County will have no responsibility for withholding or paying any federal, state or local income taxes, payroll taxes, or unemployment taxes on account of **CONTRACTOR's** employment of any individual, including the employment of the designated representative during Phase 2. In addition, the County will not have any obligation to maintain worker's compensation

coverage for any of CONTRACTOR's employees, including the designated representative to be employed by CONTRACTOR during Phase 2.

CONTRACTOR and its employees will not participate in any Van Buren County benefit programs and will not receive any paid time off. Van Buren County will not withhold any employment taxes and will issue **CONTRACTOR** an IRS Form 1099 documenting payments made to **CONTRACTOR** under this agreement.

CONTRACTOR is responsible for purchasing and providing its own insurance as necessary, or as otherwise required by law, and must maintain insurance for any damage or injury sustained by **CONTRACTOR** or caused by **CONTRACTOR** during the performance of the Services under this Agreement. **CONTRACTOR** may perform services, pre-approved by the County Board of Commissioners' Labor and Negotiations Committee, for other people or organizations, provided that **CONTRACTOR's** performance of those services does not interfere with **CONTRACTOR's** performance of the Services for Van Buren County or conflict with Van Buren County's.

Section Five: Indemnification

CONTRACTOR warrants that its performance of this Contract does not infringe on or violate any copyright or other property interest of a third party. **CONTRACTOR** shall indemnify, defend and hold harmless the County from any and all liability, damage and/or claims by any party caused by or the result of **CONTRACTOR** performing the work called for in this Contract.

Section Six: Termination Rights

Either party with or without cause may terminate this Contract by providing 30 days written notice to the other party.

Section Seven: Compliance with Applicable Federal, State and Local Requirements

CONTRACTOR is responsible for compliance with all federal, state, and local laws and regulations which in any manner affect the work or performance of this contract and shall at all times carefully observe and comply with all rules and regulations.

Section Eight: Entire Contract

This Contract constitutes the total agreement between the parties. This Contract can only be modified in a writing signed by both parties. The parties signing this Contract have the legal authority to bind their respective organizations.

In witness whereof, the parties, through their authorized representatives, sign their names as evidence of their approval of this contract.

FOR VAN BUREN COUNTY: FOR CONTRACTOR:

Signature

Richard Godfrey, Chair
Van Buren County
219 E. Paw Paw Street
Paw Paw, MI 49079-1429

Signature

Todd Gustafson, President and CEO
Kinexus Group
330 W. Main Street
Benton Harbor, MI 49022

Signature

Christopher Randall, Chair
Kinexus Group
330 W. Main Street
Benton Harbor, MI 49022



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Board of Commissioners
FROM: Tony Dacoba/Laurie Schlipp
DATE: March 23, 2021
RE: MDOT Contract 2017-0316/P11

REQUEST:

The request is for approval of intent for MDOT contract 2017-0316/P11

BACKGROUND:

This contract is for additional CARES Act Funds and will be based on 8.7% of Transit's estimated eligible costs

FINANCIAL IMPACT:

Federal Operating assistance in the amount of \$177,785.00

RECOMMENDATION:

The recommendation is to approve MDOT contract 2017-0136/P11 at the April 13, 2021 Board of Commissioners meeting and authorizes the Board Chair and Vice Chair to sign on its behalf.

ATTACHMENTS:

Description

- ▣ **MDOT Contract 2017-0316/P11**

Date: January 20, 2021
Agreement No.: 2017-0136
Authorization No.: P11
Job No.: 212143NI
Agenda: MA

**PROJECT AUTHORIZATION
VAN BUREN COUNTY
BOARD OF COMMISSIONERS
FY 2021 SECTION 5311 OPERATING
FORMULA GRANTS FOR
RURAL AREAS PROGRAMS**

This information is required by the Michigan Department of Transportation (MDOT) in order to record agreement of utilization of funds provided by the Federal Transit Administration, United States Department of Transportation and MDOT. The funds shall be used by the AGENCY in accordance with the above referenced Master Agreement.

Authorization Effective Date: October 1, 2020

Authorization Expiration Date: September 30, 2021

Fiscal Year of Effective Contract Clauses: 2021

The Federal grant associated with the PROJECT AUTHORIZATION is Permanent No. MI-2020-015-02. Award Year: 2021

The Catalog of Federal Domestic Assistance Number for the Federal Transit Administration Formula Grants for Rural Areas Program is 20.509.

Funding reflects the amount of funds currently available under the Federal appropriation. If additional funds become available, a grant amendment and revised PROJECT AUTHORIZATION will be prepared.

Payments to the AGENCY under this PROJECT AUTHORIZATION will be based on 8.7% of the estimated eligible costs. The maximum amount to be paid will not exceed 8.7% of the AGENCY's audited costs. If Section 5311 operating assistance funds are insufficient to reimburse at 8.7% of audited costs, a new reimbursement percentage will be calculated for all participating agencies.

CARES Act funding will be used to reimburse expenses from October 1, 2020, through September 30, 2021.

In accordance with Section 8 of the Master Agreement, the dollar amount for third party contracts as identified in COMMISSION policy is \$25,000. All agencies who are not self-certified must submit third party contracts over \$25,000 to MDOT for approval. Please refer to Section 8 of the Master Agreement for competitive bidding requirements.

The AGENCY will be financially and legally responsible for the terms and conditions of the Special Section 5333(b) labor warranty as agreed to in your annual application. The Special Section 5333(b) warranty can be found at: <https://www.dol.gov/olms/regqs/compliance/compltransit.htm>.

Van Buren County BOC
Agreement No.: 2017-0136
Authorization No.: P11
Job No.: 212143NI
Page: 2 of 2

The AGENCY agrees to prepare and submit to MDOT quarterly operating assistance reports via the Public Transportation Management System (PTMS). Instructions on preparing the report are available in the "Local Public Transit Revenue and Expense Manual" (October 1, 2020, through September 30, 2021). The manual is available on the web at www.michigan.gov/mdotptd by locating the resources box on the home page and opening the item listed "Audit/Accounting Information."

Funding source:

BW7973B20/3120

\$177,785 (F)

PRF No.: 2021-239

VAN BUREN COUNTY BOARD OF COMMISSIONERS

Signature

Signature

MICHIGAN DEPARTMENT OF TRANSPORTATION

Title: Department Director

AWARD DATE
Michigan Department of Transportation

MANAGEMENT APPROVAL



County Administrator Agenda Item
Committee of the Whole Meeting of the County Board of Commissioners

TO: Transit Committee
FROM: Tony Dacoba and Karee Krause
DATE: March 23, 2021
RE: Veterans Transportation Plan

REQUEST:

The request is to present an update on the preliminary Veteran Transit Plan.

BACKGROUND:

Public Transit and Veterans Services were requested to put together a plan that will assist veterans with their transit needs to get to the Veterans Administration Hospital in Battle Creek.

This will be in conjunction with the service already provided through Berrien County but will add services to those with mobility limitations.

A beta test will be started April 1st, which will give the Public Transit Director and Veterans Service Officer an opportunity to gather data and report more fully to the Veterans Services Committee at their April 13th meeting.

Details are attached.

FINANCIAL IMPACT:

Costs will be covered by the Veterans millage.

ATTACHMENTS:

Description

- ▣ **Veterans Transit Flyer**



Van Buren County Veterans

FREE rides to your VA appointments with **Van Buren Public Transit** beginning *April 1, 2021!*

Designated Travel Days: Tuesdays & Thursdays to Battle Creek

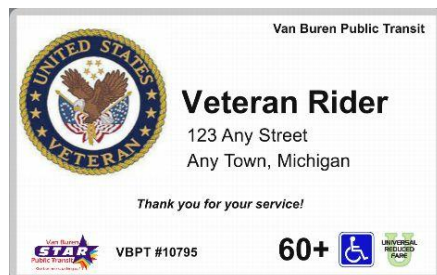
Drop Off Times: 9:00 am and 12:30 pm

Return Times: 12:30 pm and 4:30 pm

WHAT TO DO

1. Make your appointment with the VA.
2. Call Public Transit to schedule your ride at 269-302-0237.
Have ready ~ Place, date, time of your Appointment. Name, address, & contact number.
3. Make sure you have a copy of DD 214.

Ask about the **FREE** Veterans Ride Card available for Van Buren County Residents!



Wheelchair Accessible

