

**Agenda**  
**Tuscola County Board of Commissioners**  
**Committee of the Whole Monday, February 10, 2020 – 8:00 A.M.**  
**HH Purdy Building - 125 W. Lincoln, Caro, MI**

**Finance/Technology**  
Committee Leaders-Commissioners Young and Jensen

**Primary Finance/Technology**

1. **Cost Allocation Plan Contract for Audit Years 2019, 2020 and 2021 (See A)**

**On-Going and Other Finance**

**Finance**

1. Preparation of Updated Multi-Year Financial Plan
2. Continue Review of Road Commission Legacy Costs

**Technology**

1. Increasing On-Line Services/Updating Web Page
2. Implementation of New Computer Aided Dispatch System

**Personnel**

Committee Leader-Commissioners Vaughan and Bardwell

**Primary Personnel**

1. **Paperless Payroll**
2. **Out of State Travel Request for Chief Information Officer (See B)**

**On-Going and Other Personnel**

1. Strengthen and Streamline Year-End Open Enrollment
2. Magistrate Pay Review

**Building and Grounds**  
Committee Leaders-Commissioners Jensen and Grimshaw

**Primary Building and Grounds**

**1. Land Purchase**

**On-Going and Other Building and Grounds**

1. County Jail Study
2. Recycling Relocation Update
3. County Physical and Electronic Record Storage Needs – Potential Use of Recycling Pole Building
4. State Land Purchase
5. Smoking Policy

**Other Business as Necessary**

- 1. Potential Video of Meetings**
- 2. MAC VII District Upcoming Meeting**

**On-Going Other Business**

1. Board Rules of Order – Possible revisions within 6 months (1-13-20)
2. Policy Updates
3. SB 46

**Public Comment Period**

A.

## CONSULTING SERVICES AGREEMENT

By and Between  
Tuscola County, Michigan  
and  
MGT of America Consulting, LLC

**THIS AGREEMENT** is made this \_\_\_\_\_ day \_\_\_\_\_ 2020, by and between the County of Tuscola, Michigan ("Client"), and MGT of America Consulting, LLC, a Florida Corporation ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

### 1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"), on the schedule specified in section 1.2 below.

#### 1.1 Scope of Services

MGT shall provide to Client the following services:

*A Countywide 2 CFR Part 200 central services cost allocation plan based on actual costs for fiscal year 2019, 2020 and 2021.*

*Negotiation of the cost allocation plan with representatives of the federal cognizant agency and/or the State, as required.*

*Explain calculation methods and assumptions used in the indirect cost allocation plan. This explanation may be written or verbal as requested by the Client.*

*Provide recommendations on methods to enhance indirect cost revenues.*

*Assistance with the preparation of initial claims to recover costs due from the State and monitor the claims progress to ensure recoveries occur.*

#### 1.2 Timetable for Services.

The Services shall be performed, and the product(s) of the services shall be delivered on the following schedule:

*The proposed services will be completed within ten months after the fiscal year ends, depending on the availability of data from the County.*

### 2. Compensation.

For its work under this Agreement, MGT shall be paid a fixed fee of:

*\$ 8,500 for the FY 2019 Cost Plan (completed in 2020)*

*\$ 8,500 for the FY 2020 Cost Plan (completed in 2021)*

*\$ 8,500 for the FY 2021 Cost Plan (completed in 2022)*

The fees shall be paid as follows:

*MGT will render to Client one invoice for each Service after delivery of each of the final Cost Allocation Plans to the Client. Payment will be due thirty (30) days after each invoice is submitted.*

### **3. Term, Renewal Options, and Termination.**

This agreement shall become effective upon its execution and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services. At Client's option and approved by MGT, the contract may be renewed for two (2) additional one (1) year periods. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed compensation. If, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates plus expenses incurred shall apply for Services performed prior to termination.

### **4. Independent Contractor Status**

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

### **5. Project Managers**

Gordon Stryker shall serve as Project Manager and point of contact for MGT under this Agreement.

Michael Hoagland shall serve as Project Manager and point of contact for Client under this Agreement. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

### **6. Miscellaneous**

#### **6.1 No Continuing Waiver**

The failure or forbearance by either party in exercising any remedy available to it upon a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or continuing breach by either party.

#### **6.2 Entire Agreement.**

This written Agreement represents the entire agreement of the parties, and neither party is relying upon any negotiation, representation, warranty, promise, or covenant not set forth in this Agreement. This Agreement may not be modified or amended except by a written instrument for that purpose duly executed by both parties.

#### **6.3 Subcontracting and Assignment.**

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives.

**6.4 Interpretation, Venue, and Severability.**

This agreement shall be construed, interpreted, and enforced in accordance with Michigan law without regard to conflicts of laws principles. Should any provision of this Agreement be held invalid or unenforceable by final judgment of a court of competent jurisdiction, it is the parties' intention that the remainder of this Agreement shall nevertheless be given effect as written. Any action arising out of or relating to this Agreement may be brought only in the Michigan state court having jurisdiction. If more than one party executes this Agreement as Client, then each such party shall be jointly and severally responsible for Client's performance and payment under this Agreement.

**6.5 Prior Performance.**

Services performed by MGT pursuant to Client's authorization, but before execution of this Agreement, shall be considered as having been performed pursuant to the terms and conditions of this Agreement.

**6.6 Notices.**

All written notices, demands or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America Consulting, LLC  
2343 Delta Road  
Bay City, Michigan 48706

If to Client:

Tuscola County  
207 East Grant  
Caro, MI 48723

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only, and are not required to be personally served to comply with service of notice on a party.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

**TUSCOLA COUNTY, MICHIGAN**

**MGT OF AMERICA CONSULTING, LLC**

\_\_\_\_\_



**J. Bradley Burgess**  
Executive Vice President

Date:

Date: January 10, 2020

207 East Grant  
Caro, MI 48723

2343 Delta Road  
Bay City, MI 48706





Tuscola County

Clayette Zechmeister &lt;zclay@tuscolacounty.org&gt;

---

**Dell conference**

1 message

---

**Ean Lee** <ean.lee@tuscolacounty.org>  
To: Clayette Zechmeister <zclay@tuscolacounty.org>

Fri, Feb 7, 2020 at 12:51 PM

Clayette,

Dell Technologies World is my must-attend conference of 2020. It's happening May 4 – 7 at the Venetian in Las Vegas. This conference offers the education I need to networking so we accelerate growth & development. I will connect with Dell Technologies experts and engineers, plus technologists from the world's most successful organizations that will take my security hardening initiatives to the next level.

Dell Technologies World is a four-day conference where I will get hands on with the latest technologies and learn emerging trends, strategies and solutions from the edge to the core to the cloud. I'll also have access to 500+ sessions, labs, free technical certifications and an immersive Solutions Expo featuring all the Dell Technologies companies, partners and sponsors. This is the best opportunity in 2020 for me to gain real insights and practical next steps to advance our Security Transformation.

Attending Dell Technologies World is a win for both the company and my career. I attended this conference in both 2018 and 2019, finding it to be an excellent opportunity. There is no need for additional funding as I have the budget to cover travel expenses.

If you need any additional information or have any questions, let me know.

**Ean Lee**Chief Information Officer  
Tuscola County  
www.tuscolacounty.org  
989-672-3773 (Office)