

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, December 07, 2022, beginning at 4:00 p.m. in the Commissioners Room, third floor of the Historic Courthouse, located at 437 E. Division St., Cadillac, Michigan.

TENTATIVE AGENDA

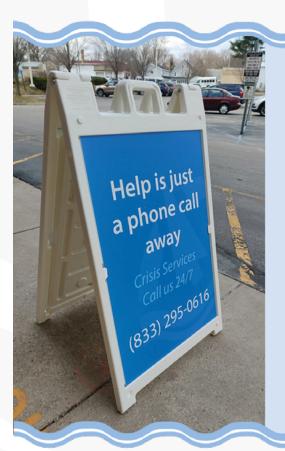
A.	CALL TO ORDER
B.	ROLL CALL
C.	PLEDGE OF ALLIEGIANCE
D.	ADDITIONS/DELETIONS TO THE AGENDA
E.	APPROVAL OF THE AGENDA
F.	EMPLOYEE RECOGNITION
G.	PRESENTATION AND REPORTS
٥.	Northern Lakes Community Mental Health Annual Presentation
H.	PUBLIC COMMENT
11.	Designated for topics on the agenda only.
I.	CONSENT AGENDA
	The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda. 1. Approval of the November 16, 2022 Regular Meeting Minutes
	2. Standing and Special Committees (HR/PS 11/22/2022)
	Reappointments to Standing and Special Committees
	Appointments to Standing and Special Committees
	Resignation from Standing and Special Committees
J.	AGENDA ITEMS
	1. Public Hearing30
	a. CDBG Program Income for Emergency Repairs Closeout 2020 (Finance 11/23/2022)
	b. CDBG Program Income for Emergency Repairs Opening 2021 (Finance 11/23/2022)
	2. Year End Budget Adjustments (Finance 11/23/2022)
	3. ORV Grant Agreement (Finance 11/23/2022)
	4. Resolution 22-26 Extending Appreciation to Commissioner Joseph Hurlburt (HR/PS 11/22/2022)44
	5. Policy A-1.0 Chairman Term Length (HR/PS 11/22/2022)
	6. Policy A-3.0 Commissioner Pay and Per Diem (HR/PS 11/22/202)50
	7. Schneider-Geospatial Contract
	8. Winter Semester Deputy Cadet Police Academy Sponsorship Discussion
	9. Closed Session – Pending Litigation
K.	ADMINISTRATOR'S REPORT
L.	CORRESPONDENCE
M.	PUBLIC COMMENT
	Open for any public comments.
N.	LIAISON REPORT
O.	BOARD COMMENTS
P.	CHAIR COMMENTS
Q.	ADJOURN



2021 ANNUAL REPORT

FISCAL YEAR 2021 (10/1/20-9/30/21) PUBLISHED SUMMER 2022

Growing human potential, cultivating hope, and nurturing dreams



MISSION

Our mission is to improve the overall health, wellness and quality of life of the individuals, families and communities we serve. We also strive to be good stewards of public funds and provide safety net services, education, and other community benefits for the citizens of six Northern Michigan Counties.

Crisis: (833) 295-0616 Access: (800) 492-5742

Warm Help Line: (800) 492-5742 Customer Service: (800) 337-8598 Recipient Rights: (231) 876-3212

Serving Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon, Wexford Counties



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NLCMHA provides high quality, comprehensive behavioral healthcare to over **5,300** people in six NLCMHA counties and **387** people in 22 Northern Health Care Management Counties. We also provide **3,600**+ crisis interventions each year and answer **10,500**+ crisis calls after-hours.

To the Community

I am pleased to share our **Annual Report to the Community** highlighting the numerous achievements of our organization, our staff and provider network, and the people we are privileged to serve. Even with the pandemic challenges of staffing shortages, limits on in-person services, and an increasing demand for crisis services, Northern Lakes Community Mental Health Authority (NLCMHA) remained strong and mission-focused, serving over 5,300 individuals across Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon, and Wexford Counties, plus 387 through Northern Health Care Management.

During FY21, NLCMHA was awarded seven **grants totaling \$1,458,943**. These funds were used to support programs to: staff a new Crisis Welcoming Center, screen juveniles involved with the juvenile justice system to connect them to treatment, provide intensive Multi-Systemic Therapy for justice system-involved youth, assist adults reentering the community from jail, help people transition from nursing homes back to community living, and procure technology to support our COVID-19 response. NLCMHA also expanded the 'CHAT' program —Comprehensive Health Assistance Team—that integrates and coordinates behavioral and physical health care to help individuals achieve better health outcomes.

We are extremely grateful to our employees and network of residential and community integration providers who managed to meet the challenges brought on by the direct care staffing shortage. These **essential workers** adapted and sacrificed to ensure services were continued in a safe environment.

We're also grateful to the individuals who shared their personal stories of **hope and recovery** and advocated for the public mental health system this year. With one in five people experiencing a mental health issue, it is likely that each of us has lived experience with mental illnesses or substance misuse, or know someone who has. The more we talk about the issues and advocate for system improvements, the more people are encouraged and able to access help when needed.

Disappointedly, since 2016 the community mental health system has been **threatened with privatization and loss of local governance**. Senate Bills 597-598 and House Bills 4925-4927, introduced in 2021, would dismantle the current CMH system, undermining our role as the safety net for our most vulnerable citizens and as the organization which convenes interagency collaborations to meet the unique local behavioral health needs of rural northern Michigan. Call or email your state representative and/or senator and let them know your needs and opinions.*

In the coming year we have many **works in progress**:

Working with Spectrum Health to develop a home to serve people with Autism

We need your voice to preserve the local public community mental health system!

- Working with a local community group in Grand Traverse County to develop a Northern Michigan ARC Chapter
- Developed a Personal Emergency Response System for people with I/DD so they can live as independently as possible
- Exploring crisis respite options with MI Independent Living in Wexford County
- Development of a crisis stabilization unit
- Development of crisis residential unit for adults and youth
- Expansion of juvenile justice diversion to more counties in our catchment area

We want to recognize and thank all those who make achieving our mission possible—our staff, Board of Directors, network of providers, community partners, funders, persons served, and advocates. We continue to concentrate on clinical and operational consistency, effectiveness, efficiency, and use of data, with the goal of improving and increasing our services. We are proud to be public servants and responsible stewards of taxpayer resources.

Goanie Blamer

Joanie Blamer

Interim Chief Executive Officer

^{*}To locate your lawmakers, visit https://www.house.mi.gov/#findarepresentative and https://www.senate.michigan.gov/fysbyaddress.html.

About Us

VISION

Communities of informed, caring people living and working together.

VALUES

- Treating <u>all</u> people with compassion, dignity, and respect.
- · Respecting diversity and individuality.
- Visionary public leadership, local decision-making, and accountability for our actions and decisions.

BOARD OF DIRECTORS

The Board **represents the community** and ensures appropriate organizational performance. To promote **excellence in governance**, the Board establishes an annual plan of events, study sessions, stakeholder meetings, expert presentations, and other enriching activities designed to provide Board members with the greatest possible insight into community needs and values. Priority topics are integration of health care, jail issues, health care compliance and legislation. The Board is annually updated or receives training in Finance and Compliance, Person Centered Planning, Self-Determination, Recipient Rights, and Policy Governance.

FY21 BOARD MEMBERS

Crawford (2)

Sherry Powers, Barb Selesky

Grand Traverse (6)

Randy Kamps, Dan DeKorse, Mary Marois, Nicole Miller, Penny Morris, Justin Reed

Leelanau (2)

Greg McMorrow, Ty Wessell

Missaukee (2)

Pam Babcock, Dean Vivian

Roscommon (2)

Al Cambridge, Jr., Angela Griffis

Wexford (2)

Ben Townsend, Rose Denny







ACCREDITED PROGRAMS

In FY21, NLCMHA received **full accreditation by CARF International** for three years (through May 2024) for all twelve programs for which we applied. This was an unusually extraordinary accomplishment given that two of the three years covered by this CARF audit happened during the COVID-19 pandemic. Not only did we have to provide services in ways we had never done before —with telehealth and new face-to-face safety protocols— we simultaneously had to hold virtual meetings and prepare for our first virtual audit with all-electronic proofs of performance. It speaks loudly to how well we adapt and communicate internally and externally, while continuing to meet and excel at the standards, maintain satisfaction levels, and provide high quality services. According to CARF, this accreditation decision represents the highest level of accreditation that can be awarded and signals the organization's commitment to continually improving services, encouraging feedback, and serving the community.

ADULTS

- Assertive Community Treatment: Integrated Alcohol and Other Drugs/Mental Health (IAOD/M)
- · Assessment and Referral
- Case Management/Services Coordination
- Crisis Intervention
- Prevention (IAOD/M)
- Outpatient Treatment

CHILDREN AND ADOLESCENTS

- Intensive Family-Based Services
- · Assessment and Referral
- Case Management/Services Coordination
- Crisis Intervention
- Prevention (IAOD/M)
- Outpatient Treatment
- Northern Health Care Management is accredited by the National Council for Quality Assurance (NCQA) in Case Management for Long Term Services and Supports.
- Traverse House and Club Cadillac are accredited by Clubhouse International.

Priority Populations Served

NLCMHA is certified by the Michigan Department of Health and Human Services (MDHHS) as a **Community Mental Health Services Program** (CMHSP). In this role, defined by the Michigan Mental Health Code, we provide and manage services for adults with serious mental illness, children with serious emotional disturbance, individuals with intellectual and developmental disabilities, and individuals with a co-occurring substance use disorder in Crawford, Grand Traverse, Leelanau, Missaukee, Roscommon, and Wexford Counties. We provide crisis intervention service to anyone in the community in a behavioral health crisis, serving as the community safety net. There are 46 CMHSPs in Michigan.



NLCMHA's **Northern Health Care Management** (NHCM) division serves the **elderly and disabled** in two ways:

1) NLCMHA is the only CMHSP in Michigan which serves as a MI Choice Waiver agent, coordinating the Home and Community Based Services for the Elderly and Disabled Waiver Program; 2) NHCM also serves as a Nursing Facility Transition agent in 22 counties. NHCM provides long-term care services at home to adults who are eligible to receive Medicaid-covered services like those provided by nursing homes who prefer to stay in their own home or other residential setting. **Call 1-800-640-7478 for more information.**

NLCMHA also operates the **NLCMHA Integrated Health Clinic** (IHC). Open to the community, IHC has locations at the NLCMHA Traverse City and Grayling offices and is a convenient place to get all primary care needs in one place, with an integrated care team. Whether you need a primary care provider, help managing a chronic health condition, or counseling from a licensed therapist, new patients are always welcome. **Call 231-935-3062 for more information.**

NLCMHA is a member of the 21-county **Northern Michigan Regional Entity** (NMRE). The NMRE is one of ten Prepaid Inpatient Health Plans (PIHPs) in Michigan that manage Medicaid funding for behavioral health and substance use disorder services for special populations. The NMRE is jointly owned by its member CMHSPs. **Visit nmre.org for more information.**

Contact Information | Locations

Crisis: (833) 295-0616 **Access:** (800) 492-5742

Warm Help Line: (800) 492-5742 Customer Service: (800) 337-8598 Recipient Rights: (989) 348-0003

Administrative Office

105 Hall Street, Suite A Traverse City MI 49684 (231) 922-4850

www.northernlakescmh.org TTY 711





Cadillac Office

527 Cobb Street Cadillac MI 49601 (231) 775-3463

Grayling Office

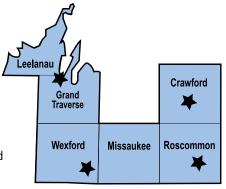
204 Meadows Drive Grayling MI 49738 (989) 348-8522

Houghton Lake Office

2715 South Townline Road Houghton Lake MI 48629 (989) 366-8550

Traverse City Office

105 Hall Street, Suite A Traverse City MI 49684 (231) 922-4850



Services Open to Everyone in the Community

CRISIS SERVICES 24/7

All crisis services are **available to anyone in the community**, 24 hours a day, 7 days a week. In FY20, our **Crisis Services Team**, which includes mobile teams for both children (Family Assessment & Safety Team, or FAST) and adults, responded to **3,668 crisis events involving over 1600 people** plus **licensed mental health specialists** resolved **over 10,500 calls after hours**. As a result of COVID-19, we redeployed our Access Line as a **Warm Help Line** available during business hours to anyone in the community experiencing stress, anxiety or depression due to COVID-19 who wants to talk through these issues.





CRISES BY

FAST TEAM

NLCMHA INTEGRATED HEALTH CLINIC



The Integrated Health Clinic is open to anyone in the community, regardless of insurance coverage.

Open to the community, the Integrated Health Clinic (IHC) is a convenient place to get all **primary health care needs in one place**, with an integrated care team. We are your partner in total health and wellness, caring for your body and mind. The IHC offers **"one-stop shopping" for healthcare**—whether an individual needs a primary care provider, help managing

individual needs a primary care provider, help managing a chronic health condition, or counseling from a licensed therapist. The IHC team is fully staffed with a nurse practitioner, registered nurse, and master's level mental health clinician who provide a comprehensive set of services, including coordination of medications and other appointments, access to specialists, and specialty on-site assessments such as nutrition, foot care, blood pressure, medication monitoring, lab work, and much more. We currently offer hours in Traverse City and Grayling and the program is growing. New patients are always welcome. Call us at (231) 935-3062 for an appointment!

DROP-IN CENTERS

Drop-In Centers offer a **safe**, **supportive environment** within the community for individuals who have experienced mental/emotional problems. Individuals do not need to be currently receiving mental health services in order to attend a Drop-In Center. It is a place to go, a place to be, a place to make friends, and be accepted. There are two Drop-In Centers in our service area: **Kandu Island** in Traverse City, and **New Connections** in Houghton Lake. Visit northernlakescmh.org for information.

NLCMHA SUBSCRIPTION AVAILABLE AS COMMUNITY BENEFIT

SIGN UP TO ACCESS THIS FREE RESOURCE

- 1 Go to www.myStrength.com
- 2 Click "Sign Up"
- 3 Enter the Access Code: NLCMHCommunity

Feel free to share this with your friends and family!



Safe, secure and personalized—
the health club
for your mind™



Specialty Services

SPECIALIZED CARE FOR INDIVIDUALS WITH IDD

Over half of our funding supports people with IDD. Of this, one-third is for residential services. A few decades ago, individuals with intellectual/developmental disabilities (IDD) were often shuttered away in institutions. Now, facilities and services exist that allow people to live in their own communities, near their families. It is the right thing to do and it is cost effective.

Specialized Residential Services (SRS): NLCMHA owns six homes and contracts for many others. Our purpose is to operate "Happy Homes" that residents, staff, clinicians, and guardians are proud to be associated with. We know that people doing the work often do it for a personal reason—it is difficult and essential work and must continue around the clock, even during a pandemic, in the face of much fear and uncertainty. The 2021 focus was to keep residents safe from COVID-19 and to protect the staff to the fullest extent possible. Safety protocols put into place and focused efforts to obtain and maintain supplies of appropriate Personal Protection Equipment (PPE) helped. We maintained a zero percent COVID infection rate among residents/tenants in NLCMHA-operated homes and managed the workforce with a less than 2% COVID rate for the entire year.

Direct care workers' retention was a consistent challenge. While additional state funding for direct care workers helped, worker shortages continued to challenge provider organizations across the state. NLCMHA aggressively increased recruitment efforts to increase hiring, and NLCMHA staff from all of our counties pitched in to cover shift shortages. Incentives for direct care workers and the benefits of being a NLCMHA employee have kept workers in their positions.

Community Outreach and Inclusion: Through the creative efforts of our IDD Team and valued network provider partners such as Grand Traverse Industries, R.O.O.C., and Hope Network, meetings were held with students and schools, employment and training opportunities were provided, and groups enjoyed many community experiences. There

was a lot of outdoor hiking, small gatherings, and arts and crafts. **Community Living Supports** (CLS) services continued face-to-face in FY21 to provide assistance to increase and maintain an individual's independence, support achievement of their goals, and promote community participation.

Children with IDD: The Children's IDD Team works predominately with children diagnosed with **Autism Spectrum Disorder**. Our main service/support/treatment is Applied Behavior Analysis (ABA), which is an intensive, evidence-based practice which often requires face-to-face service. In FY20 we expanded our contract provider network to include two additional ABA providers to support our community. In FY21, disruption of school and community supports required families to rely on natural supports and themselves to push forward in response to COVID-19. Feedback from families indicates support for the **continuation of telehealth services** as telehealth made it easier for families to engage with services.

The impact of these services on people's lives is incalculable. For example, one person who has been working with ABA services since February 2021 was mostly non-verbal when he started with ABA. He has ABA services 5 days a week with working in the home and at the ABA Center. His father/guardian receives parent training to help continue his progress at home. He now is able to speak out loud simple sentences such as, "Oh no," "I want IPAD," "I am thirsty," as well as use his program on his IPAD to make full sentences. His father wanted him to have ABA to be able to speak for himself if he was hungry, thirsty, or hurt. He now is able to make his own independent decisions on what he wants for dinner or what he wants to do in his free time. The ABA Therapist is amazed at how much progress he has made in such a short time. His family is thankful that NLCMHA was able to provide this service to improve their son's life.

Works in Progress:

- Working with Spectrum Health to develop a home to serve people with Autism
- Working with a local community group in Grand Traverse County to develop a Northern Michigan ARC Chapter
- Developed a Personal Emergency Response System for people with I/DD so they can live as independently as possible
- Exploring crisis respite options with MI Independent Living in Wexford County

706
ADULTS
WITH IDD

245 CHILDREN WITH IDD

296
RESIDE IN SRS
HOMES

423
WITH IDD USED COMMUNITY LIVING SUPPORTS



SPECIALIZED CARE FOR PEOPLE WITH SERIOUS MENTAL ILLNESS

One in five Americans live with a mental illness, and a smaller subset, about 5%, live with a serious mental illness. It is this smaller subset, adults with serious mental illness (SMI) and children with serious emotional disturbance (SED), who are the **primary focus of NLCMHA services and supports** (along with individuals with IDD and those with co-occurring substance use disorders).

3,496 ADULTS WITH SMI

To deliver a wide range of services and supports for people across the lifespan who have serious mental health conditions, NLCMHA employs psychiatrists, psychologists, therapists, case managers, peer support specialists, and nurses. **Highly trained clinicians deliver a wide variety of evidence-based therapies** according to individual need, including Trauma Focused Cognitive Behavioral Therapy, Dialectical Behavior Therapy, Eye Movement Desensitization and Reprocessing, Motivational Interviewing, Seeking Safety, and Assertive Community Treatment, to name a few.

869 CHILDREN WITH SED

Access to Treatment: Work continued in FY21 to get people with serious conditions connected with treatment. This includes collaborating with community partners such as law enforcement, courts, and hospitals.

- **Law Enforcement:** We purchased iPads to extend care into police cars. Police officers and crisis services specialists can connect in real time with mental health professionals and provide immediate assistance to the person in crisis. Quick connections can help police cope with difficult calls and increase community safety when faced with an individual experiencing a mental health crisis.
- **Courts:** Staff in our **Juvenile Justice Diversion Program** in Grand Traverse and Leelanau Counties have screened and diverted dozens of youth from juvenile justice system involvement and into treatment.
- **Hospitals:** The Navigator Program assists people transitioning from inpatient psychiatric care to the community. The navigator engages the person while they are still in the hospital and helps them schedule and keep appointments after discharge.
- **Children:** A multidisciplinary team supports children and families who require intensive levels of care. A Youth Peer Support Specialist provides support and inspiration for youth in Crawford and Roscommon Counties. The NLCMHA Infant Mental Health program continues to grow and provides prevention and treatment services for new parents.

Expert Consultation:

- NLCMHA and law enforcement are working together to build capacity and systems through training and expert consultation. Extensive trainings to law enforcement in the region teach de-escalation techniques as well as providing a basic understanding of major mental illnesses. The program reduces unnecessary diversions of people in crisis to emergency departments and jails and helps get police back on the streets faster.
- Michigan Child Collaborative Care (MC3) offers psychiatry support to primary care providers who have patients who are managing behavioral health problems. Enrolled primary care providers may receive same day phone consultations with psychiatrists to assist with local young adults up to age 26, women contemplating pregnancy, and pregnant or postpartum women (up to one year), with local NLCMHA staff able to provide recommendations for local resources. We offer perinatal and pediatric monthly webinars on various topics and monthly group case consultations for school-based clinics.

Works in Progress:

- Development of a crisis stabilization unit
- Development of crisis residential unit for adults and youth
- Expansion of juvenile justice diversion to more counties in our catchment area

Mild to Moderate Mental Health Conditions: **Now we can help!**

NLCMHA is pleased to now be able to serve people with mild to moderate mental health conditions through the **Integrated Health Clinic**, which employs a **master's level therapist**.

Call 231-935-3062 for more information.

Works in Progress:

- Expansion of Behavioral Health Home
- Expansion of Integrated Health Care
- Expansion of intensive home-based services to children and families involved with mild to moderate mental health conditions through use of liquor tax dollar grants.



NORTHERN HEALTH CARE MANAGEMENT (NHCM)

Northern Health Care Management (NHCM) is a MI Choice Waiver agent which provides home and community based services in ten counties. NHCM **helps people to remain in their own home** in the community, rather than in a nursing facility. NLCMHA is the only CMH in the state which operates as a MI Choice Waiver agent.

NHCM staff also provide transition services, to help people who currently live in nursing facilities to return home, move in with family or friends, move into a foster care home, or find new housing. The program is growing! NHCM received permission from MDHHS to **expand its Nursing Facility Transition services** to twelve more counties, bringing its service area to 22 counties in the "Tip of the Mitt."

Using the many NHCM service choices, an ever-increasing number of eligible people are able to receive **the same level of care at home** that they would receive in residential or institutional care. This is a positive trend, which allows participants to live a more self-determined life. Studies show that those who take an active role in directing their healthcare tend to have better health outcomes. NHCM also provides information and referral, help with Medicare choices, including prescription drug plans, and caregiver support made possible by a Merit Award Trust Fund (MATF) grant through the Aging and Adult Services Agency. We are seeing an increase in referrals for respite services for caregivers in the community and individuals served in adult day programs through the MATF grant.

SERVICE CHOICES

Call for information (231) 933-4917

- Nursing Facility Transition
- Supports Coordination
- In-home Care and Assistance
- Home Delivered Meals
- Emergency Response Systems
- Private Duty Nursing
- Counseling

- Environmental Modifications
- Medical Equipment & Supplies
- · Housing Assistance
- Medicaid Eligibility Specialist
- Help with Medicare Choices
- · Information and Referral
- Non-Emergent Medical Transportation

OBRA* NURSING HOME SERVICES

NLCMHA provides comprehensive OBRA services, including **evaluating individuals' needs** for nursing home care; and **mental health monitoring and connections to specialized care** for those Seriously Mentally III and individuals with Intellectual/Developmental Disabilities in the 13 nursing facilities within NLCMHA's six counties. In FY21, needed services continued and were monitored; about 80 individuals were served in this capacity. COVID-19 restrictions required OBRA staff to cease providing face-to-face evaluations in nursing facilities, hospitals, or homes. As a result, the volume of evaluations performed in FY21 decreased. In order to maintain capabilities to perform evaluations remotely with the thirteen nursing facilities, OBRA requested remote computer access, and nine provided it. In addition, we were able to provide trainings to our regional nursing facilities, hospital

In addition, we were able to provide trainings to our regional nursing facilities, hospitals, Home Care agencies, and several physicians groups regarding the OBRA process. This occurred on a near monthly basis to respond to frequent staff turnover in organizations.





^{*} OBRA stands for Omnibus Budget Reconciliation Act of 1987 (federal law aimed at Nursing Homes).

From Study to Action: Community Crisis Response

Gaps and needs in northern Michigan's community crisis continuum of care were identified and quantified in a study commissioned in 2021 by Northern Lakes CMH and North Country CMH with support from Munson Medical Center and McLaren Health System. The Northern Michigan Crisis System Assessment Report, released in June 2021, detailed the community's needs. As a result, awareness and support to expand crisis options in northern Michigan have been steadily building. Work has intensified across the Northwest Michigan Community Health Innovation Region to add crisis stabilization and crisis residential services for both adults and children. NLCMHA has been an integral partner in the efforts. The chart below shows what we have built already and what we are now working to build.

NLCMHA Crisis Call/ Access Already built

- 24/7 Crisis Call Center staffed by licensed mental health professional: 833-295-0616
- Warm Help Line staffed by licensed mental health professional for anyone in need, available M-F, 8:00A-5:00P: 800-492-5742

NLCMHA Mobile Crisis Teams Already built

- Already Meet adults/children where they are to stabilize the crisis and prevent need for higher level of care
 - Work with law enforcement on crisis intervention training (CIT), mental health first aid training, justice diversion services, connection technology

NLCMHA Crisis Welcoming Center Now Open!

- Walk in center to stabilize the crisis and prevent need for higher level of care
- Staffed by 7 mental health professionals and 6 peers
- Serves as the foundation for full service Crisis Stabilization Unit

(FUTURE) Crisis Stabilization Unit Goal 2023

- Future goal of the region built upon the foundation of NLCMHA's Crisis Welcoming Center
- Community-based crisis stabilization unit where observation may occur up to 72 hours
- Provides psychiatry and ability to treat minor ailments and injuries

(FUTURE) Crisis Residential Unit

Goal 2023

• Future goal of the region is to provide 7 adult beds and 5 youth beds for short-term Crisis Residential services.

PARTNERING FOR MORE CRISIS OPTIONS



(L-R) Ed Ness, President & CEO, Munson Healthcare; Christine Gebhard, North Country CMH; Terri LaCroix-Kelty, Munson Medical Center; Gabe Schneider, Munson Healthcare; Senator Debbie Stabenow; Nancy Stevenson; Joanie Blamer, Northern Lakes CMH; Stacey Kaminski, Northern Lakes CMH; and Dr. Christine Nefcy, Munson Healthcare. Community leaders met with local, state, and federal lawmakers to share information and data about the needs for more mental health support in northern Michigan.

We learned in 2022 that additional funding will be coming from both the state budget and a special Congressional appropriation.

A Special Thank You to our Residential Providers for their Dedication and Commitment!

A key part of NLCMHA's mission is to help people live their lives as independently as possible. While most of the adults and children we serve reside in their own home or family home, there are many who live in Specialized Residential Services (SRS) homes.

Specialized Residential Services providers struggled to retain and recruit staff during the past two years of the COVID-19 pandemic. With latitude from the Michigan Department of Health and Human Services, NLCMHA was able to **assist our residential provider network to remain financially stable** by funding \$686,445 for recruitment and retention of direct care workers and

to pass on an additional \$2.1 million in direct care worker wages appropriated by the Michigan legislature.

In addition, there are many people who receive assistance through Community Living Supports (CLS): 459 people received 296,029 hours of Community Living Support in FY21. These are 423 individuals with Intellectual/Developmental Disabilities (284,336 hours), and 36 individuals with Mental Illness or Serious Emotional Disturbance (11,693 hours).

NLCMHA would like to recognize the organizations and individuals for their tireless service to ensure a safe and healthy environment for our most vulnerable people.

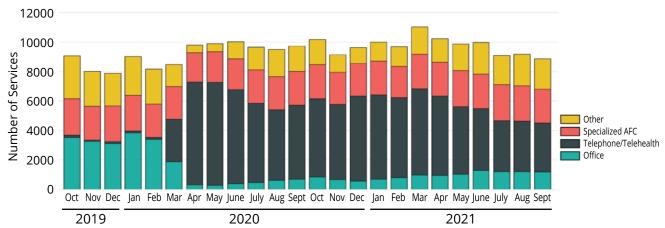


Keeping People Safe during Covid

Thanks to a massive effort by several staff in Nursing, Network Management, Accounting, Maintenance, and Reception, over 12,500 KN95 masks were delivered to all the Adult Foster Care homes in our service area, including those with whom we do not contract. It was a huge logistical challenge and staff stepped up in a very impressive way. Nurses Pam Sparks and Kaitlyn Reinink are shown at right with some of the masks (socially distanced, of course!).



SERVICE LOCATION PIVOT FROM OFFICE TO REMOTE



The chart above shows the pivot from office-based service (green) to telephone and telehealth (black) which began with the pandemic in March during FY20 and a return to more office-based services in FY21. The Specialized Residential Adult Foster Care services (orange) remained constant throughout the pandemic. The yellow indicates community locations such as people's homes, shelters, jails, and emergency departments.

CHAT Program

Comprehensive Health Assistance Team

Extra Help & Care

The **CHAT Program** "wraps an extra layer of help and care" around enrollees.

The CHAT Program includes a **Comprehensive Health Assistance Team** of healthcare professionals comprised of a Registered Nurse, Medical Assistant, and Peer Support Specialist which works with people to coordinate, support, and help manage their health care and social needs.

CHAT is a "Behavioral Health Home." A "health home" is not a physical place. Rather, it is a healthcare delivery approach that integrates and coordinates behavioral health care, physical and specialty health care, and social support services.

NLCMHA first piloted the Behavioral Health Home program for Michigan Department of Health and Human Services (MDHHS) in Grand Traverse County. With great health outcomes for participants and lower costs, MDHHS expanded the program to serve individuals in all 21 counties of the Northern Michigan Regional Entity. We are proud of the part we played in bringing this effective program to northern Michigan and of our own expansion to the six NLCMHA counties.

There are 6 main services provided:



Comprehensive Care Management to help identify and achieve health/wellness goals



Care Coordination among provider(s) including specialists



Health Promotion and education opportunities and resources



Transitional Care during changes, such as leaving the hospital



Individual and Family Support and opportunities for self-growth



Referral to Community and Social Support and help accessing resources

People Served Share Expertise via PhotoVoice

Life in the Time of Coronavirus was the topic of a special PhotoVoice discussion group. Traverse House Clubhouse Members took photographs and wrote accompanying messages to reflect their experiences during the pandemic and offer coping suggestions to benefit others. Their great creativity and willingness to share helps bust stigma and encourage conversations about mental health issues. We thank Michigan Council for Arts and Cultural Affairs and Northwest Michigan Arts & Culture Network for a mini-grant which allowed us to purchase iPads and stands for creating videos, photographs, and more. The PhotoVoice messages may be viewed on our website.



My thoughts flow like water currents in a turbulent stream. Maybe even brittle reeds in the wind, which may snap! Meditation softens these thoughts, allowing me to practice a unique skill of "Awareness." Pencil strokes and breath are a healthier alternative to excessive worry.

— Dannie



When you feel lonely, or anxious, or sad, it can help to get outside and take a walk. Sometimes it is hard to get out, but it is always worth the effort. Fresh air and nature are rejuvenating. —Kathy



People Served Advocate for the Public Mental Health System

The 17th Annual **Walk A Mile In My Shoes Rally**, sponsored by the Community Mental Health Association of Michigan, was held in person at the State Capitol in Lansing in September. Members of Traverse House Clubhouse, Club Cadillac, and the New Connections Drop-In Center advocated for the public mental health system at the event. They presented the statements below on the steps of the Capitol to lawmakers and other advocates.









- Crawford We need Michigan lawmakers to support our public mental health system and the safety net services that are so important to so many people. During the pandemic our CMH never closed its doors. The workers were there for us. We have all learned a lot about ourselves and what we need to stay healthy, both physically and mentally.
- **Grand Traverse** Lawmakers keep talking about changing the mental health system and it always seems to just be all about the money, not real change that we the people can benefit from. Why not support our CMH system to get better and be able to serve more people? Why do people have to wait to be sicker in order to get in to CMH? Why can't they serve people before it's a crisis? Could lawmakers focus on THAT instead of destroying what is working?
- Leelanau –In our county, we have always had a shortage of affordable housing, and with more short-term rentals available, it is getting harder and harder to find an affordable place to live. There are many areas in our county where fast and reliable internet service is not available, which has made access to telehealth services and remote learning challenging for some of us. We also rely on public transportation and our post office to keep connected to our communities and families.
- Missaukee What may work for Detroit or Grand Rapids doesn't necessarily work for us in the north. We are rural with different issues and different challenges. The public mental health system as it is now helps us in the ways we need, no matter where we live. If it isn't broken, don't fix it!
- Roscommon Everyone needs support once in a while and now more than ever! No one should have to decide between medications and food or rent. There are a lot of vulnerable people out there. Please support our safety net services, our Drop-In Centers, and our local CMH.
- Wexford -We know that our wonderful state of Michigan has been really innovative in recovery. Our peer support specialists are awesome! Our clubhouses are amazing! Let's build on these successes with support for our CMHs, not constant threats.

Club Cadillac Receives International Accreditation

After months of work and self-study, Club Cadillac had a wonderful site review on its program and was re-accredited by **Clubhouse International** in FY21. Notable strengths were the clubhouse being member-led, strong relationships throughout the clubhouse, the physical space and how it is kept.



supported and independent employment programs —which are above and beyond clubhouse standards—wellness initiatives, and the Clubhouse Director, Amy Kotulski (kneeling second from right).

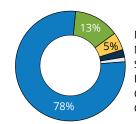
2021 By the Numbers FISCAL YEAR 10/1/20-9/30/21 (FY21)

MENTAL HEALTH SPENDING BY PROGRAM*	COST	%
* Does not include Northern Health Care Management, grants or a	administration	
Community Living Supports	\$28,608,082	46.9
Case Management/Treatment Planning	6,398,171	10.5
Inpatient	6,169,717	10.1
Autism Services	2,908,022	4.8
Other Support (Respite & Homebased Services)	2,643,889	4.3
Crisis	2,393,095	3.9
Outpatient Services	2,042,745	3.3
Assessments and Testing	1,687,075	2.8
Psychotherapy	1,661,311	2.7
Assertive Community Treatment (ACT)	1,627,562	2.7
Evaluation and Management (physician level)	1,172,047	1.9
Skill Building	918,072	1.5
Other (fiscal intermediary, health svcs, pharmacy)	632,927	1.0
Medication Administration	525,137	0.9
Vocational Supports	512,142	0.8
Residential Services (Personal Care)	436,956	0.7
Prevention and Early Intervention	263,696	0.4
Other Therapy (OT, PT, Wheelchair Mgmt)	199,938	0.3
Psychiatric Diagnostic Evaluation	<u>194,610</u>	0.3
Total	\$60,995,195	100.0

COUNTY FUNDING CONTRIBUTION

Crawford	\$	35,600
Grand Traverse	\$	682,200
Leelanau	\$	139,700
Missaukee	\$	35,272
Roscommon	\$	57,425
Wexford	\$ ₋	76,543
Total	\$	1,026,740

TOTAL REVENUES \$80,358,368



Medicaid 78.0% \$62,649,694 Northern Health Care Mgmt 13.3% \$10,652,959 State Source including Grants 5.0% \$4,162,802 Reimbursements 1.3% \$1,026,348 Counties 1.3% \$1,026,740 Contracts, Misc. 0.9% \$839,825

SPENDING BY POPULATION (%)

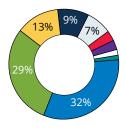
	18/19	19/20	20/21
Adults with IDD	56.3%	49.6%	47.5%
Children with IDD	inc above	7.8%	7.2%
Adults with MI	35.6%	34.9%	36.0%
Children with SED	8.1%	7.7%	9.3%

IDD - Intellectual/Developmental Disability

MI - Mental Illness

SED - Serious Emotional Disturbance

TOTAL EXPENDITURES \$80,358,368



Personnel 32.4% \$26,057,867 Residential Contracts 29.4% \$23,605,227 Contractual Services 12.9% \$10,382,332 Contract Agencies 9.0% \$7,259,889 Inpatient Services 7.4% \$5,980,912 Reinvestment 3.2% \$2,540,275 Direct Operations 2.6% \$2,087,696 Occupied Space 1.8% \$1,449,307 Transportation 1.2% \$994,863

PROVIDER CONTRACTS

\$47,328,029 (61% of budget)

NLCMHA contractually supports 868 full-time equivalent employees: 669 for behavioral health services, 129 for home- and community-based services, and almost 70 in the areas of facility, transportation, equipment and supplies.

NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY SUMMARY OF SERVICES DELIVERED IN FISCAL YEAR 2021 BY COUNTY

	SIX COUNTY SERVICE DISTRIBUTION												
Broad Area of Service	С	RAWFORD		GRAND RAVERSE	ı	LEELANAU	MIS	SSAUKEE	ROS	SCOMMON	WEXFORD	G	RAND TOTAL
Additional Supports (Homebased, Respite, Clubhouse & Nursing)		252,388		1,078,521		100,183		173,407		405,252	561,64	L	2,571,392
Autism Services		163,377		1,178,614		65,178		198,371		362,176	860,56	i	2,828,282
Case Management, ACT, & Treatment Planning		791,085		3,141,568	<u> </u>	294,230		503,428		1,281,407	1,792,86	<u> </u>	7,804,581
Community Living Supports		2,627,398		10,528,242	<u> </u>	1,692,863		2,844,783		3,899,864	6,230,48		27,823,633
Crisis Services, Assessments and Testing		399,768	└	1,696,072	igspace	141,250		261,677		584,241	885,28		3,968,289
Evaluation and Management Physician Level		188,966	—	967,061	↓	116,357		141,386		423,598	617,92		2,455,291
Psychiatric Inpatient	_	426,769	—	3,004,560	<u> </u>	155,077		322,508		709,525	1,144,88	_	5,763,329
Psychotherapy & Outpatient Services	_	417,226	—	1,695,665	<u> </u>	143,709		322,018		649,056	868,48		4,096,164
Vocational & Skills Building, Family and Health Services		79,651		901,969	₩	63,007		281,318		136,674	547,80	<u>'</u>	2,010,427
Net Total Claimed Services:	\$	5,346,629	\$	24,192,273	\$	2,771,855	\$	5,048,898	\$	8,451,793	\$ 13,509,93	\$ \$	59,321,386
Other Non-Direct Service Costs													
Includes Administration, Room & Board, DHS Worker													
Nursing Home Monitoring, Medications,													
Transportation, & Federal, State & Local Grants	\$	774,655		3,505,138		401,604		731,518			\$ 1,957,40		8,594,876
Grand Total Cost by County:	\$	6,121,285	\$	27,697,411	\$	3,173,460	\$	5,780,415	\$	9,676,345	\$ 15,467,34	' \$	67,916,262
													1
Number of Registered People Receiving Services:	4.	504	<u> </u>	2,306	<u> </u>	196		328		796	1,18		5,316
Average Cost per Registered Person Served:	\$	12,145	\$	12,011	\$	16,191	\$	17,623	\$	12,156	\$ 13,04	2 \$	13,861
					_				1				
Service Transactions Provided:		216,439	<u> </u>	1,070,839	<u> </u>	146,406		205,412		244,316	483,17	5	2,366,587
Average Cost per Transaction:	\$	28	\$	26	\$	22	\$	28	\$	40	\$ 3	2 \$	29
					_								
Services by Population of People Served	C	RAWFORD		GRAND RAVERSE	ı	LEELANAU	MIS	SSAUKEE	ROS	SCOMMON	WEXFORD	G	RAND TOTAL
People who are Adults with I/DD*		47		339		45		45		105	12	7	708
People who are Children with I/DD		18		102		6		13		33	6	7	239
People who are Adults with Serious Mental Illness		371		1,554		119		195		519	79	ļ.	3,552
People who are Children with SED**		68		311		26		75		139	19		817
Total People Served		504	<u> </u>	2,306	<u>L</u>	196		328		796	1,18	6	5,316
Cost by Population with Overhead/Other Costs			Τ	10.15		0.445.5==	T	0.446.555	_		A = c == c=	. _	20 25 1
Cost of People who are Adults with I/DD	\$	3,006,740		12,155,730		2,112,679	+	3,416,338			\$ 7,267,87	<u> </u>	32,309,819
Cost of People who are Children with I/DD	\$	350,857		2,092,392		59,618		305,591		658,996			4,779,459
Cost of People who are Adults with Mental Illness	\$	2,262,871	_	11,003,225	_	749,642		1,550,980		3,575,789	\$ 5,656,05		24,798,562
Cost of People who are Children with SED Cost of People Served	\$	500,817		, ,	\$	251,521		507,505	\$		\$ 1,231,41		6,028,423
Cost of reopie served	<u> }</u>	0,121,285	٦	27,097,411	۲	3,1/3,400	Ş	3,760,413	Ş	3,070,345	15,407,34 د	Ţ	67,916,262
On Average the Cost Per Person	\neg												
Average Cost of Adults with I/DD	\$	63,973	Ś	35,858	\$	46,948	Ś	75,919	\$	41,433	\$ 57,22	7 \$	45,635
Average Cost of Children with I/DD	\$	19,492	_	20,514	_	9,936		23,507		19,970		_	19,998
													,
												_	6.982
Average Cost of People who are Adults with Mental Illness Average Cost of People who are Children with SED	\$	6,099 7,365	\$	7,081 7,865	\$	6,300 9,674	\$	7,954 6,767	\$	6,890 7,850	\$ 7,12	\$	6,982 7,379

^{*}Intellectual/Development Disabilities

^{**}Serious Emotional Disturbance

NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY

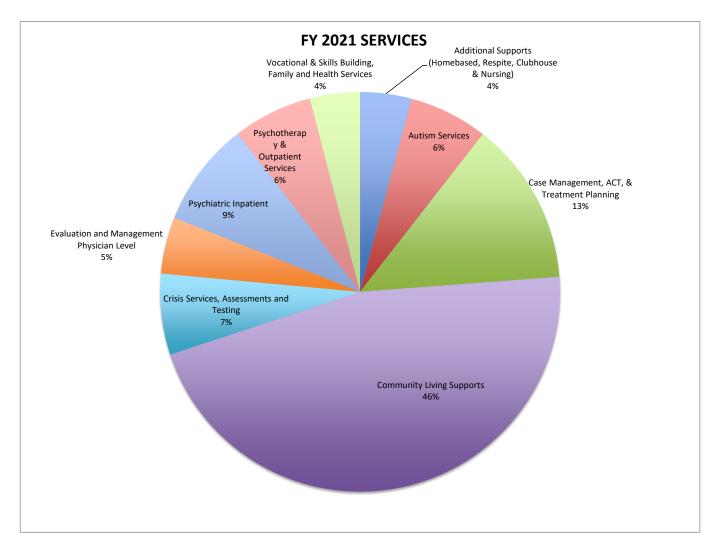
WEXFORD COUNTY

SUMMARY OF SERVICES DELIVERED IN FISCAL YEAR 2021 BY COUNTY

WEXFORD COUNTY	FY 2021 SERVICES	PERCENTAGE
Additional Supports (Homebased, Respite, Clubhouse & Nursing)	\$ 643,015	4.2%
Autism Services	\$ 985,250	6.4%
Case Management, ACT, & Treatment Planning	\$ 2,052,624	13.3%
Community Living Supports	\$ 7,133,195	46.1%
Crisis Services, Assessments and Testing	\$ 1,013,546	6.6%
Evaluation and Management Physician Level	\$ 707,451	4.6%
Psychiatric Inpatient	\$ 1,310,768	8.5%
Psychotherapy & Outpatient Services	\$ 994,322	6.4%
Vocational & Skills Building, Family and Health Services	\$ 627,176	4.1%
Net Total Claimed Services:	\$ 15,467,347	100.0%

People Served:	1,186
Service Claims or Transactions Provided:	483,175
Average Value of Service or Transaction:	\$ 32

Services by Populations:	People Served	Cost of their Services
People who are Adults with I/DD	127	\$ 7,267,874
People who are Children with I/DD	67	\$ 1,312,004
People who are Adults with Serious Mental Illness	794	\$ 5,656,055
People who are Children with SED	198	\$ 1,231,414
Total People Served:	1,186	\$ 15,467,347



NORTHERN LAKES COMMUNITY MENTAL HEALTH AUTHORITY

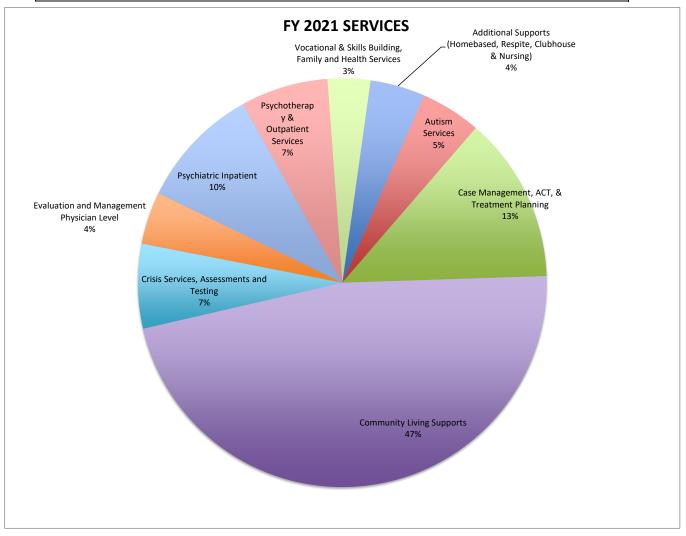
ALL COUNTIES

SUMMARY OF SERVICES	DELIVERED IN FISCAL	L YEAR 2021 BY COUNTY

ALL COUNTIES	FY 2021 SERVICES	PERCENTAGE
Additional Supports (Homebased, Respite, Clubhouse & Nursing)	\$ 2,943,954	4.3%
Autism Services	\$ 3,238,062	4.8%
Case Management, ACT, & Treatment Planning	\$ 8,935,360	13.2%
Community Living Supports	\$ 31,854,905	46.9%
Crisis Services, Assessments and Testing	\$ 4,543,241	6.7%
Evaluation and Management Physician Level	\$ 2,811,030	4.1%
Psychiatric Inpatient	\$ 6,598,357	9.7%
Psychotherapy & Outpatient Services	\$ 4,689,643	6.9%
Vocational & Skills Building, Family and Health Services	\$ 2,301,710	3.4%
Net Total Claimed Services:	\$ 67,916,262	100.0%

People Served:	5,316
Service Claims or Transactions Provided:	2,366,587
Average Value of Service or Transaction:	\$ 29

Services by Populations:	People Served	Cost of their Services
People who are Adults with I/DD	708	\$ 32,309,819
People who are Children with I/DD	239	\$ 4,779,459
People who are Adults with Serious Mental Illness	3,552	\$ 24,798,562
People who are Children with SED	817	\$ 6,028,423
Total People Served:	5,316	\$ 67,916,262



Self-Direction of services by the people served

Individuals may direct their own supports and services and allocate available resources through their person-centered plan by establishing self-directed arrangements. These come with the freedom, authority, support, and responsibility to hire, train, manage, and fire their own staff. There are 150 people served by NLCMHA

who have developed their own self-directed arrangements, up 15% from 130 in FY20. About 180 individuals participate through Northern Health Care Management.

Efficient operations keep focus on people served

As a public provider, our priority is providing services and supports to the people we serve, with a goal to keep administrative costs under 9%. In FY21, our costs were 6.8% – **less than a third** the average 21% spent on administration (18%) and shareholder profit (3%) by the for-profit insurance

6.8% FOR PROFIT INSURANCE

companies in Michigan which manage the Medicaid Health Plans for physical health. This means that 93.2¢ on every dollar received goes to consumer care, compared to 79¢ by the for-profit insurance companies in Michigan.

AN ECONOMIC ENGINE

As we leverage the federal, state and local investments necessary to bring healthcare to our most vulnerable citizens, we also generate economic gains within the communities served.

In FY21, NLCMHA:

SUPPORTED MORE THAN

\$153 MILLION

IN TOTAL ECONOMIC ACTIVITY

DIRECT impacts from the delivery of services to individuals through a variety of revenue sources





\$75.8 MILLION

Indirect impacts result from the economic activity that staff and providers bring to the region through their wages, including the state income taxes, property taxes, and sales taxes that they pay. NLCMHA employees buy goods and services in their community, supporting local businesses and making an indirect economic impact, or "ripple effect".

SUPPORTED MORE THAN

755 JOBS

IN NORTHERN MICHIGAN

DIRECT employees of NLCMHA



INDIRECT jobs supported in the community*





These are for grocers, beauticians, electricians, painters, bankers, etc. supported through the "ripple effect."

^{*} Estimates use the Regional Input-Output Modeling System (RIMS II) multiplier developed by the Bureau of Economic Analysis, U.S. Dept of Commerce.

Our frontline staff were true heroes as they faced immense uncertainty for their own safety and continued working throughout the pandemic. These included residential care aides and crisis workers who provided coverage around the clock, therapists and case managers, receptionists, and all our support people, who stepped up to keep others safe and well.

To all our employees, network providers, community partners, funders, family members, and others, we deeply appreciate your support!

THANK YOU!

We stand ready to help!



24/7 Crisis (833) 295-0616 – When in doubt, call! YOU determine when it is a crisis. Ask for FAST for an extra layer of care for families with children age 0-20.



Access / Warm Line (800) 492-5742 – Call this line during business hours to access services or talk about COVID-19 related stress and anxiety.



Customer Services (800) 337-8598 – Call if you have general questions or want help learning about and/or connecting to resources.

Northern Lakes Community Mental Health Authority (NLCMHA) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. If you speak a language other than English, language assistance services, free of charge, are available to you. Call 1-800-337-8598 (TTY: 711).

NLCMHA receives its principal funding from the Michigan Department of Health and Human Services.











Our Vision

Communities of informed, caring people living and working together.

Our Mission

To improve the overall health, wellness, and quality of life of our individuals, families, and communities that we serve.

Our Values

We shall carry out our responsibilities consistent with our Values:

- In treating <u>all</u> people with compassion, dignity, and respect.
- In respecting diversity and individuality.
- In visionary public leadership, local decision-making, and accountability for our actions and decisions.

Programs and Services Accredited by CARF

Northern Michigan Regional Entity

Jointly owned and operated by the five Community Mental Health Services Programs in the region to manage Medicaid behavioral health services in 21 northern lower Michigan counties:

AuSable Valley CMH Authority Centra Wellness Network North Country CMH Northeast Michigan CMH Authority Northern Lakes CMH Authority

NLCMHA Board Members

Crawford (2): Sherry Powers, Barb Selesky
Grand Traverse (6): Tony Lentych, Mary Marois,
Nicole Miller, Penny Morris, Justin Reed
Dan DeKorse (Chair)
Leelanau (2): Gregory McMorrow, Ty Wessell
Missaukee (2): Pam Babcock, Lynn Pope
Roscommon (2): Al Cambridge, Jr., Angela
Griffis

Wexford (2): Ben Townsend, Rose Denny

NLCMHA Board Meeting Schedule 2022

Meetings are open to the Public and begin at 2:15 p.m. Committee of the Whole Meetings are held prior to each Board meeting (12:00 p.m. start time). If any person with a disability needs accommodations, please call the CEO's Office at (231) 935-3677 or (231) 876-3207 three days prior to the dates below. Check the NLCMHA website (www.northernlakescmh.org) for agendas, meeting materials and videoconference options. (Locations shown after June 2022 are tentative).

Jan 22, 2022 – 527 Cobb St, Cadillac & Virtual Mar 17, 2022 – 527 Cobb St, Cadillac & Virtual Mar 17, 2022 – 527 Cobb St, Cadillac & Virtual Apr 21, 2022 – 527 Cobb St, Cadillac & Virtual May 19, 2022 – 527 Cobb St, Cadillac & Virtual June 16, 2022 – 527 Cobb St, Cadillac & Virtual July 21, 2022 – TBD - Crawford County Aug 18, 2022 – Leelanau County Governmental Center Sept 15, 2022 – TBD - Roscommon County Oct 20, 2022 – TBD - Grand Traverse County Nov 17, 2022 – 527 Cobb St, Cadillac Dec 15, 2022 – TBD - Grand Traverse County



2022 FACT SHEET

For information contact:

24/7 Crisis Services (833) 295-0616

Customer Services (800) 337-8598

or Access (800) 492-5742

Cadillac Office: (231) 775-3463 Grayling Office: (989) 348-8522 Houghton Lake Office: (989) 366-8550 Traverse City Office: (231) 922-4850

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www.northernlakescmh.org

County Funding

Crawford	\$ 35.60
Grand Traverse	 ,
Leelanau	
Missaukee	
Roscommon	\$ 57,42
Wexford	\$ 76.54

Sources of Funding

Medicaid78.0%
Northern Health Care Mgmt 13.5%
State Sources & Block Grants 5.0%
Reimbursements 1.3%
Counties 1.3%
Contracts & Misc 0.9%

NLCMHA Budget FY2022

\$83,853,490

% of Spending by Population

70 of openaling by I opulation			
	18/19	19/20	20/21
MI Adult	35.5%	34.9%	36.0%
SED Child	8.12%	7.7%	9.3%
I/DD Adult	56.3%	49.6%	47.5%
I/DD Child	inc above	7.8%	7.2%

of Registered Consumers **Enrolled by Population for** FY21 (%)

Adults with Mental Illness	3,496	(61%
Children with SED	869	(15%
Adult with I/DD	706	(12%
Child with I/DD	245	(4%
Northern Health Care Mgmt	387	(6%
Total	5 703	(100%

Employees 323

2021 Provider Contracts

\$47.328.029 (60.5% of budget)

2021 **Mental Health Spending By Program**

Service Type	Cost	%
Community Living Supports \$2	28,608,082	46.9
Case Mgmt/Treatment Planning	6,398,171	10.5
Inpatient Svs/Partial Hospital	6,169,717	10.1
Autism Services	2,908,022	4.8
Respite & Homebased Support	2,643,889	4.3
Crisis	2,393,095	3.9
Outpatient Services	2,042,745	3.3
Assessments and Testing	1,687,075	2.8
Psychotherapy	1,661,311	2.7
Assertive Community Treatment	1,627,562	2.7
Evaluation and Management	1,172,047	1.9
Skill Building	918,072	1.5
Fscal intermediary, health, pharmacy	632,927	1.0
Medication Administration	525,137	0.9
Vocational Supports	512,142	0.8
Residential Services (Personal Care)	436,956	0.7
Prevention and Early Intervention	263,696	0.4
Other Therapy (OT, PT, Wheelchair)	199,938	0.3
Psychiatric Diagnostic Evaluation	194,610	0.3
Total \$6	60,995,195	100

Northern Health Care Management (MI Choice Waiver Program)

(800) 640-7478 or (231) 933-4917 www.northernhealthcare.org

- disabilities in 10 counties.
- 387 people were served in FY 2021.

Serves the elderly and persons with

- Provides long-term care services at home. Nursing Facility Transition Initiative (helping people in nursing homes return
- to community living). Accredited by National Committee for Quality Assurance (NCQA).

myStrength:

The Health Club For Your Mind. For a free account, download the app or sign up at www.myStrength.com with the access code NLCMHCommunity

Northern Lakes Integrated Health Clinic

Call (231) 935-3062 for an appointment.

Northern Lakes Community Mental Health Authority (NLCMHA) continually strives to improve the outcomes of the service it provides and to strengthen its linkage with the communities it serves. As elected representatives of those communities, your assessment is vital to the continued improvement of those service outcomes. We thank you very much for your assistance and support.

On a scale of $1-5$ (1 worst $-2-3-4-5$ is excellent) Please place your score on the line in front of each of the following questions.		
1	How aware are you of the services provided by Northern Lakes Community Mental Health Authority (NLCMHA)?	
2	Based on what you know how do you rate the job NLCMHA is doing in your community?	
3	Based on your knowledge of NLCMHA how well do you think NLCMHA uses your community resources?	
Please wi	rite in a brief answer to the following questions on the line below each	
4.	In your opinion how can persons with mental illnesses and developmental disabilities live productive lives in and be meaningful members of your community?	
5.	If you were going to recommend one thing NLCMHA could do better in your community what would that be?	
6.	What do you believe is the most important mental health issue or need in your community?	
7.	What do you think is the main strength of NLCMHA?	
8.	Based on the information provided by Northern Lakes Community Mental Health Authority what questions do you want addressed by NLCMHA? (We will respond in writing)	
	Thich County do you represent? (Please check one) Crawford □ Grand Traverse □ Leelanau □ Missaukee □ Roscommon □ Wexford	

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, November 16, 2022

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

Roll Call: Present- Commissioners Joe Hurlburt, Mike Musta, Ben Townsend, Kathy Adams, Michael Bush, Julie Theobald, Jason Baughan, Brian Potter and Gary Taylor.

Absent- None.

Pledge of Allegiance.

Additions/Deletions to the Agenda-None.

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-

Lt. Greg Bock from the Salvation Army started off by thanking Commissioner Theobald for her service with them. He started off by giving a brief history of the Salvation Army, which began in 1887 in the Cadillac area. Their mission is to look out for those in need.

Lt. Bock highlighted some statistics for the month of October as well. They provided services to 150 households, which equated to 408 people. They passed out clothing vouchers to 33 families, and are providing Thanksgiving dinners to 320 families.

He also pointed out that the red kettles are out already, and they are in need of volunteers to ring those bells.

Public Comment-

Randy Lindell, Cadillac, wanted to address some budget concerns he had. He stated he opposed the 911 surcharge that was approved in August, and all that's been done with it is raises have been given. He understands that 911 is important, and we need it, but he was not happy with the raises given. He also questioned why Janet Koch resigned, but then was given 3 months severance. He also had an issue with our animal shelter being a no kill shelter.

Angela Janovich, Mesick, wanted to discuss the change in public comments being switched to agenda items only for the first comment. She read an opinion from the EPA regarding public comment. She went on to recite several definitions. She requested an extra two minutes at the next public comment.

Consent Agenda

1. Approval of the November 2, 2022 Regular Meeting Minutes MOTION by Comm Theobald, seconded by Comm Baughan to approve the Consent Agenda.

All in favor.

Agenda Items

1. Public Hearing on the 2023 Budget

MOTION by Comm Theobald, seconded by Comm Potter to open the public hearing.

All in favor.

The public hearing was opened at 4:21. No one addressed the Board, and the public hearing was closed at 4:22.

2. Approval of the Recommended 2023 Budget

<u>MOTION</u> by Comm Theobald, seconded by Comm Musta to approve the recommended fiscal year 2023 budget.

Administrator Porterfield noted that he did have to use \$500,000 of the ARPA funds to balance the budget. He also pointed out that all of our millages were rolled back, due to Headlee.

Mr. Porterfield stated that being short staffed, the Transition Houses being closed on, and a loan on the Health Department being paid off are all areas that are helping the budget. He was concerned that we had to use the ARPA funds though because those are going to run out after next year.

Commissioner Potter questioned if the grant just received was in the budget. Mr. Porterfield noted that it was not included because it will have to be put in a special fund.

He also questioned what the fund balance was at. Mr. Porterfield noted we are sitting right around 50%.

Commissioner Adams was thankful that Joe sat down with her to go over the budget.

Roll Call: Motion passed 9-0.

3. Resolution 22-25 General Appropriations Act

<u>MOTION</u> by Comm Musta, seconded by Comm Bush to approve Resolution 22-25 Fiscal Year 2023 Budget and General Appropriations Act and to authorize the Chairman to sign.

Roll Call: Motion passed 9-0.

4. Resolution 22-24 Support for Economic Impact Study Consumers Energy Dams

MOTION by Comm Adams, seconded by Comm Bush to approve 22-24 Support for Economic Impact Study regarding the Consumers Energy Dam, and authorize the Chairman to sign.

Roll Call: Motion passed 9-0.

Administrator's Report-

Joe Porterfield thanked everyone for supporting the budget. He appreciates all the help that went into it. He couldn't ask for a better group to work with.

Mr. Porterfield also noted that the second Transition House is being closed on the following day. He also received quotes for surveys and environmental studies on the new property just purchased. They are not as high as he was expecting, so he was pleased with that. He also had a meeting scheduled with the Health Department to discuss the lease.

Jami Bigger informed everyone that angel tags would be coming the following week, and the holiday potluck is scheduled for December 15th.

Correspondence-None.

Public Comments-

Randy Lindell stated thank goodness for COVID money, but 2024 isn't looking good. He noted that we need the Transition Houses in our area. He thanked Joe for mentioning the lowering of taxes.

Angela Janovich continued with the definitions she was reciting. She told the Board she does not want to be represented by any of them. She went on to note that abortion is satanic and by our Governor pushing for it, she is making the government part of church. It's treason and infiltration of the enemy. She asked for all commissioners to step down.

After Ms. Janovich's time had expired, she noted she was in charge of the meeting and was taking more time for public comment. After a brief interaction, she was asked to leave by a deputy and then removed.

Liaison Reports-

Comm Baughan attended a School Safety Meeting where they reviewed threat assessments.

Comm Townsend commented on the airport, where they are interviewing three potential managers. Any of the candidates will be great.

Comm Adams attended a 911 advisory meeting. She noted that Travis Baker is going full time, and they will be hiring a part time emergency manager. They have updated their computer programs.

Comm Bush attended a CAMA meeting where they toured FedEx.

Comm Taylor attended the MAC Environmental Committee, the Counsel on Aging, and the Health Department meeting.

Board Comments-

Comm Potter thanked everyone for passing the budget, but he is concerned about the future.

Comm Hurlburt commended the Haring Township Fire Chief and his son for helping organize the funeral for Kelly Whitehead. The chief escorted the widow to the funeral, and his son planned the entire service.

Comm Musta noted that the budge was always changing, and we need to watch spending.

Comm Townsend commented that the budget is their greatest overseership as Commissioners. He is glad we have the crew we do to get it done.

Comm Adams is grateful to Joe, Jami, and staff and noted that we have a healthy county.

Comm Bush thanked everyone for their work.

Comm Theobald appreciates that Duane is always here to assist us. If \$6,000 will keep him, she would pass that all day long. She thanked Lt. Boch for coming, and noted that those Thanksgiving meals that are being given out, are being delivered by him.

Chairman's Comments-

Comm Taylor thanked everyone for their work on the budget. He thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Potter to adjourn at 4:47 p.m. All in favor.

Gary Taylor, Chairperson	Alaina Nyman, County Clerk



BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Human Resources / Public Safety Committee

FOR MEETING DATE: December 07, 2022

SUBJECT: Appointments to Standing and Special Committees

SUMMARY OF ITEM TO BE PRESENTED:

Several appointments to Standing and Special Committees, Board and Commissions are set to expire on December 31, 2022. Information concerning Standing and Special Committees is posted on the County website, along with term expiration dates. All incumbents were contacted regarding reappointment. There are several new applications that have been received for interest in fulfilling vacancies from those not seeking reappointment.

RECOMMENDATION:

The Human Resources / Public Safety Committee forwards the following recommendations to the full board:

- To reappoint Michael Hoover and David Mackey to the Cadillac Wexford Airport Authority with a term expiring December 31, 2025.
- To accept the resignation of Sandra Bengelink from the Cadillac Wexford Public Library Board effective December 31, 2022.
- To appoint William Swank to the Cadillac Wexford Public Library Board with a term expiring December 31, 2028.
- To reappoint Mark Howie and Larry Copley to the Cadillac Wexford Transit Authority with a term expiring December 31, 2025.
- To reappoint Stephen Perry to the Construction Board of Appeals with a term expiring October 31, 2025.
- To accept the resignation of Paul Keller from the Construction Board of Appeals effective October 31, 2022.
- To appoint Matt Hamacher to the Construction Board of Appeals with term expiring October 31, 2025.
- To reappoint Bob Colvin to the Department of Health and Human Services with a term expiring December 31, 2026.
- To reappoint Joe Porterfield to the Veterans Services Committee with a term expiring December 31, 2027.
- To reappoint Harry Hagstrom to the Wexford County Road Commission with a term expiring December 31, 2029.
- To reappoint Chief Michael Guernsey and Lt. Travis House to the 911 Advisory Committee with a term expiring December 31, 2025.
- To accept the resignation of Paul Owens from the 911 Advisory Committee, effective December 31, 2022.
- To appoint Noah Knauf to the 911 Advisory Committee with a term expiring December 31, 2025.
- To appoint Richard Harvey to the Pine River Natural River Zoning Review Board.
- To accept the resignation of Honorable Judge Audrey Van Alst from the Wexford Missaukee Community Corrections Advisory Board, effective November 16, 2022.

The Human Resources / Public Safety Committee forwards a recommendation to the full board to approve posting any vacancies for Appointments to Standing and Special Committees.

STATE OF MICHIGAN



84TH DISTRICT COURT

AUDREY D. VAN ALST DISTRICT COURT JUDGE CHIEF JUDGE **DANIELLE DECATOR** COURT ADMINISTRATOR MAGISTRATE

COUNTIES OF WEXFORD AND MISSAUKEE

HEATHER M. HELSELATTORNEY MAGISTRATE

437 EAST DIVISION ST.
CADILLAC, MICHIGAN 49601
231-779-9515
FAX 231-779-5396

SELENA GOLNICK CHIEF DEPUTY CLERK MAGISTRATE

November 18, 2022

To:

Wexford-Missaukee Community Corrections
 ✓ Wexford County Board of Commissioners
 Missaukee County Board of Commissioners

RE: Resignation

Please accept my resignation as Chairperson and Member of the Wexford-Missaukee Community Corrections Advisory Board, effective immediately.

Respectfully,

Hon. Audrey D. Van Alst

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance and Appropriations Committee

FOR MEETING DATE: December 07, 2022

SUBJECT: CBDG Program Year 2020 closeout and CBDG Proposed Program Year

2021 Funding

SUMMARY OF ITEM TO BE PRESENTED:

Public hearing for Proposed Program year 2021 Funding and Closeout of Program Year 2020 and MSC-2015-5831-HO (Michigan State Housing Development Authority) CDBG Grants with MEDC (Michigan Economic Development Corporation) Strategic Fund Agency. Also, Closeout Hearing for the last large grant that was applied for through Michigan State Housing Development Authority (MSHDA). A Public hearing is required for the proposed Program Year 2021 and Closeout of Program Year 2020 and MSC-2015-5831-HOA CDBG Grants with MEDC strategic Fund and Closeout Hearing for the last large grant that was applied for through Michigan State Housing Development Authority (MSHDA).

The ad in the Cadillac News will run on Saturday, December 03, 2022, drafts of those public hearing notices are included.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to hold a public hearing for the aforementioned purpose at the Board of Commissioners meeting on December 7, 2022, for the closeout of the CBDG Program Year 2020 and for the CBDG Proposed Program Year 2021.

Wexford County and the Wexford County Home Repair Program NOTICE OF CLOSEOUT PUBLIC HEARING FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CDBG PROGRAM INCOME EMERGENCY REPAIR

Wexford County & the Wexford County Home Repair Program will conduct a closeout public hearing on <u>December 07, 2022</u> at <u>4:00 p.m.</u> at the <u>Wexford County Courthouse</u> at 437 E. Division St., Cadillac, MI 49601 or virtually (see below) for the purpose of affording citizens an opportunity to submit comments and receive a final report on the completion of the CDBG Program Income Emergency Repair grant that has been fully expended.

The CDBG grant provided funding to assist with Homeowner Rehabilitation-Emergency Repairs only. These Local dollars were used along with some matching funds provided by Northwest Michigan Community Action Agency and others to benefit county residents who were at or below 80% of the Area Median Income. No persons were displaced as a result of the project.

Interested parties are invited to comment on the project in person at the public hearing or in writing through <u>December 02, 2022</u> and address their comments to Kristi Nottingham at knottingham@wexfordcounty.org

Citizen views and comments on the CDBG project are welcome.

Wexford County Home Repair Program Kristi Nottingham, County Treasurer (231) 779-9475

If the meeting is being held virtually, link information may be obtained on Wexford County's website at www.wexfordcounty.org under the Virtual BOC Meeting Schedule.



An Equal Opportunity Lender



Wexford County and the Wexford County Home Repair Program NOTICE OF PUBLIC HEARING FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CDBG PROGRAM INCOME EMERGENCY REPAIR

Wexford County & the Wexford County Home Repair Program will conduct a public hearing on <u>December 07, 2022</u> at <u>4:00 p.m.</u> at the **Wexford County Courthouse at 437 E. Division St., Cadillac, MI 49601** for the purpose of affording citizens an opportunity to inquire and submit comments on the available CDBG Program Income funding.

Wexford County proposes to use \$38,190.00 in CDBG funds for Homeowner Rehabilitation-Emergency Repairs only and to benefit county residents who are at or below 80% of the Area Median Income. No persons will be displaced as a result of the proposed activities.

Further information, including a copy of Wexford County's CDBG Program Guidelines, is available for review. To inspect the document, please contact <u>Leslie Casselman at leasselman@nmcaa.net</u> or they can be reviewed at the Wexford County Treasurer's office. Comments may be submitted in writing through <u>December 2, 2022</u> or made in person at the public hearing.

Citizen views and comments on the proposed funding availability are welcome.

Wexford County Home Repair Program Kristi Nottingham, County Treasurer (231) 779-9475



An Equal Opportunity Lender



WEXFORD COUNTY PUBLIC HEARING MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING FOR CDBG PI EMERGENCY REPAIRS

Program Year 2021 - 2022

OVERVIEW

- Wexford County through the Wexford County Home Repair Program has been utilizing CDBG funds since 1993 to fund homeowner rehabilitation projects to assist low & moderate income homeowners with rehabilitation and emergency repairs to their homes. Homeowners are required to re-pay project costs in whole back to the county if funds provided exceed \$2500.00.
- CDBG is a federally funded program under Title 1 of the Housing and Community Development Act of 1974. Based on HUD regulation 24 CFR 570.489(e) these funds generate Program Income to Wexford County through collection of loan balances.



OVERVIEW

- Program Income (PI) is defined as principal & interest on loans; interest earned on CDBG local Revolving Loan Funds; proceeds from sale, disposition, or long-term lease of any privately-owned property or equipment purchased or improved in whole or in part with CDBG funds.
- Any PI collected each year from 7/1-6/30 (Federal FY) in excess of \$35,000 retains its federal designation & must be spent on CDBG-eligible activities as defined by HUD & MEDC. MEDC requires PI to be used for emergency projects only. FY 2021 generated PI of \$38,190.



Proposed Activities of CDBG PI funds

- Homeowner Rehabilitation-Emergency Projects only (as defined and approved by MEDC).
- Funding to be used county-wide to income eligible homeowners with gross incomes at or below 80% Area Median Income based on HUD CDBG income guidelines for Wexford County
 - Funding will benefit all residents of the project area and
 - No persons will be displaced as a result of the proposed activities
 - ❖ At least 51% low to moderate income persons will benefit

EXAMPLES OF ELIGIBLE EMERGENCY PROJECTS

- Emergency repairs are performed to safeguard against imminent danger to human life, health or safety, or to protect property from further structural damage due to natural disaster, fire or structural collapse.
 - Roof repairs/replacement
 - Malfunction hot water or heating equipment (furnace repairs/replacement)
 - Plumbing repairs in cases where supply or drainage lines have ruptured
 - Wells, septic tanks & drain fields
 - Electrical or gas repairs in electrical or gas hazard situations
 - Structural damages that creates an emergency safety situation
 - Emergency handicapped accessibility improvements
 - Other emergency items with prior approval from MEDC

Program Guidelines (Highlights)



- All projects must be within the County of Wexford
- Projects must meet the definition of an "emergency" project
- Units must be owner-occupied and must have been owned for at least 1 year prior to application; must be insured with all taxes paid; repairs on manufactured housing that are not affixed to the property or are not located on property belonging to the homeowner, are <u>not</u> eligible for funding
- Homeowners must be income-eligible (will be verified)
- At least 2 estimates/bids from licensed and insured contractors are recommended; contractors must meet HUD/MEDC guidelines

Fair Housing

- Fair Housing Policy & Resources available upon request
- Fair Housing Resources & Policy displayed outside of Wexford County Treasurer's office; including pamphlets
- Contact: Joe Porterfield / Fair Housing Administrator for Wexford County
 - · (231) 779-9453
 - Email: jporterfield@wexfordcounty.org



COMMENTS & QUESTIONS?

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: The Finance and Appropriations Committee

FOR MEETING DATE: December 07, 2022

SUBJECT: Year End Budget Adjustments

SUMMARY OF ITEM TO BE PRESENTED:

The Treasurer and Administrators are requesting to transfer funds from one department to the another without Board approval to ensure no department is in the negative at the end of the year.

RECOMMENDATION:

The Finance Committee forwards to the full board for approval.



Michigan Department of Natural Resources Law Enforcement Division / Parks and Recreation Division

FY 2022-23 OFF-ROAD VEHICLE (ORV) LAW ENFORCEMENT PROGRAM GRANT AGREEMENT

		-	•	epartment of Natur	d Vehicles, 1994 PA 451, al Resources for, a		alf of, the Sta	ate of Michigan
•		,	fication Number		(GRANT	EE).		
1.	The	e Agreemen	t period is Octob	er 1, 2022 through	September 30, 20	23 .		
2.		he GRANTEE has been approved by the DEPARTMENT to receive Off-Road Vehicle (ORV) Law Enforcement funding for the following scope of work:						
	b. c.	ORV law enforcement and related activities with emphasis on the state-designated ORV trail system and other public land. This funding is not meant to support enforcement of local ordinances enacted pursuant to Section 81131, Part 811 Off-Road Vehicles 1994 PA 451, as amended. ORV law enforcement program operating expenses. Contractual services, supplies and materials (CSS&M), including purchase of personal gear, such as boots, gloves, goggles, uniforms, and first aid kits; purchase of parts for equipment used in the program and cost of labor for installation or repair work; purchase of electronics and associated items costing \$1,000 or less each. Purchase of the following equipment for ORV law enforcement purposes:						
		None						
3.	The	DEPARTM	IENT agrees as fo	ollows:				
	a.	a. To grant to the GRANTEE a sum of money up to 100 percent of the total eligible cost of OF enforcement and related activities, operating expenses and CSS&M, but not to exceed						ost of ORV law
		Seventeer	thousand				Dollars	\$ 17000
	b. To grant to the GRANTEE a sum of money up to 100 percent of the total eligible cost of purchased for ORV law enforcement purposes and authorized under item 2.d. in this Agreer to exceed							
		None					Dollars	\$
4.		s Agreemen RD).	t shall be adminis	tered on behalf of	the DEPARTMENT	through P	arks and Re	creation Division
	a.	All reports, documents, or actions required of the GRANTEE are to be submitted to PRD, Department of Natural Resources, P.O. Box 30257, Lansing, MI 48909-7757.						
	b.		TEE'S contact fo					
		Name_	Richard Denison	L		Title_	Lieutenant	
		Address_	1015 Lincoln St	•				
C	City,	State, ZIP_	Cadillac, MI 490	501				
		phone No.	231-779-9216			FAX No	231-779-02	218
		E-mail_	rdenison@w	exfordcounty.org				

OFF-ROAD VEHICLE (ORV) LAW ENFORCEMENT GRANT AGREEMENT

- 5. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
- 6. To receive reimbursement under this Agreement, the GRANTEE shall submit a completed State Aid Voucher (form PR1988-2) along with required documentation of expenditures and an activity report to the DEPARTMENT by October 14, 2023.
- 7. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a) the GRANTEE has signed it and returned it, and
 - b) the DEPARTMENT has signed it.

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure the terms of the Agreement are fulfilled.

GRANTEE

Name (Print) Gary Taylor	Title Chairman, Wexford County Board of Commissioners
Signature	Date December 07, 2022
DEPARTMENT OF NATURAL RESOURCES	
Name (Print)	Title
Signature	Date

Send this completed, signed agreement to:

MICHIGAN DEPARTMENT OF NATURAL RESOURCES PARKS AND RECREATION DIVISION PROGRAM SERVICES SECTION P.O. BOX 30257 LANSING MI 48909-7757

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courth 437 E. Division St., Cadillac, Michigan, on the seventh day of December 2022, at 4:00 p.m.	iouse,
PRESENT:	
ABSENT:	
The following preamble and resolution were offered by Commissioner and supported Commissioner	. by
RESOLUTION NO. 22-26 EXTENDING APPRECIATION FOR COMMISSIONER JOSEPH HURLBURT'S SERVICE AND LEADERSHIP	
WHEREAS, Joseph Hurlburt was elected and began serving as a County Commissioner in 2019; and	
WHEREAS, Commissioner Hurlburt served on the Recreation and Building Committee from 2019 throu 2022; serving as the Recreation and Building Committee Chair in 2021; and	ıgh
WHEREAS, Commissioner Hurlburt served on the Executive Committee in 2021; and	
WHEREAS, Commissioner Hurlburt served as liaison to the Road Commission in 2019 through 20 along with serving as the liaison to North Flight/MMR from 2019 through 2021; and	21,
NOW, THEREFORE, BE IT RESOLVED, that the Wexford County Board of Commissioners extensits sincere appreciation for the service and leadership provided by Mr. Joseph Hurlburt during tenure as Commissioner. A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:	
AYES:	
NAYS:	
RESOLUTION DECLARED ADOPTED.	
Gary Taylor, Chairman, Wexford County Board of Commission	 ners
Alaina Nyman, County Cl	erk
STATE OF MICHIGAN)) ss. COUNTY OF WEXFORD)	
I hereby certify that the foregoing is a true and complete copy of Resolution 22-26 adopted by the County Board Commissioners of Wexford County at a regular meeting held on December 07, 2022, and I further certify that public notice of such meeting was given as provided by law.	of

Board of Commissioners Policies

A-1.0 Board and Committee Procedures, General

County Board Approval: April 17, 1996; Amended February 16, 2000; January 29, 2003; August 7, 2013; April 20, 2016; Amended December 4, 2019; December 7, 2022

A. Rules of Procedure.

- 1. <u>Meetings</u>. All meetings of the County Board of Commissioners and the Board's Standing Committees shall be conducted in accordance with such rules of procedure as may be required by the State of Michigan and by local policy as adopted by the Board. Where no law or policy provides for the procedural conduct of meetings, *Robert's Rules of Order* will be followed.
- 2. Quorum. By state statute, a majority of the County Board of Commissioners (currently five of the nine-member Board) shall constitute a quorum for the transaction of County business, **EXCEPT** for final passage of a measure, resolution, appointment, or claim against the County. **Final passage** of a measure, resolution, appointment, or claim against the County requires a majority vote of the members elected and serving, which means five affirmative votes from our currently constituted nine-member Board.
- 3. <u>Change to Procedures</u>. The Board may, by resolution, remove, amend, suspend or temporarily waive a local procedural rule as required to facilitate the conduct of County business.
- 4. <u>Procedural Failure</u>. Should any Board member, Standing Committee or specially designated Committee fail to carry out their responsibilities under the currently approved County policies and procedures without just, proper and documented cause, the Board may take whatever remedial action deemed necessary to ameliorate this failure.
- 5. <u>Motions and Voting.</u>
- a. Committee Chairs may make and second motions.
- b. During Board meetings, any roll call vote will begin with a different district at each vote. Subsequent roll call votes will rotate in sequence. However, the Chairman of the Board will always vote last. The sequence rotation will continue through Liaison Reports and Board Comments.

6. <u>Abstentions from Voting</u>

- a. <u>Financial Conflict of Interest</u>: By state statute, County Commissioners as public servants are specifically prohibited from taking "any part in negotiations of a contract, or approval of a contract" in which he or she has any financial interest. In such instances, a commissioner must abstain from voting. EXCEPTION: by statute, if abstentions reduce the number of commissioners available for a required two-thirds vote, those who abstained may vote if their direct financial benefit from the matter before the Board is less than \$250.00, less than 5% of the public cost of a contract and if the member files a sworn affidavit to the Board which shall be made a part of the minutes.
- b. <u>Ethical Conflict of Interest</u>: In situations in which personal bias, prejudice or family relationship might make it difficult for a commissioner to render a "reasonable and impartial decision", the commissioner may request approval from the Board to abstain. Such a request must clearly state the nature of the conflict, and approval must be by a majority of the members present.
 - 7. <u>First Board Meeting</u>. The <u>first</u> Board meeting in a calendar year will be an organizational meeting and will be held on the first Wednesday in January (except when that day is New Year's Day in which case the first meeting of the calendar year will occur on the first Thursday in January). This meeting will be conducted by the County Clerk until such

time during the proceedings that a Chairman is elected, at which time the Chair will assume the conduct of the meeting. At a minimum, the following actions will be considered and/or accomplished during this first meeting:

- a. Election, by the Board members, of a Board Chair to serve a two-year term and a Vice Chair for a one-year term.
- b. Establishment of Standing Committees for the calendar year.
- c. Assignment of Committee members and designation of Committee Chairs.
- d. Adoption of Board and Committee policies and procedures for the calendar year.
- e. Establishment of the Board and Committee meeting schedule for the calendar year.
- f. Establishment of liaison assignments to other regional Boards and Committees for the calendar year.
- g. Approval of the fiscal year Wexford County Budget Resolution/General Appropriations Act.
- h. Approval of the Employee Roster for the calendar year.
 - 8. Transfer of Business
- a. <u>From Board to Committee</u>. Should the Board Chair determine that agenda items before the Board require further study, evaluation or explanation, the Chair will refer these items to the appropriate Committee with a specific tasking that will include actions desired, recommendations required, and a deadline for action.
- b. <u>From Committee to Board</u>. Should a Committee Chair determine that agenda items before his/her Committee require review or further action by the Board or that actions previously directed to his/her Committee by the Board Chair (for study, evaluation or explanation), the Committee Chair will refer these items to the County Administrator's office for inclusion on the agenda for the next (or specified) regular Board meeting. It will be the responsibility of the Committee Chair to present and lead the discussion at the Board meeting for the items on the Board agenda from his/her Committee.
- c. <u>From Committee to Committee</u>. Should a Committee Chair determine that any business before his/her Committee be more appropriately addressed by another Standing Committee, the Chair will bring that business to the Board Chair for reassignment.

B. Board of Commissioners.

- 1. Duties of the Chair. The Chair shall:
- a. Take the Chair as soon as elected by the Board at the annual organizational Board meeting.
- b. Conduct the order of business as follows:
 - 1) Call to order.
 - 2) Roll call.
 - 3) Pledge of allegiance.

Note: At the first meeting of every odd calendar year, the County Clerk will act as temporary Chair and carry out the order of business to this point, at which time he/she will call for election of a Board Chair by secret ballot. Upon election, the new Chair will carry out the remainder of the order of business as on the agenda and as generally outlined below.

4) Additions or elections to the agenda.

- 5) Approval of the agenda.
- 6) Approval of minutes from previous meeting(s).
- 7) Presentations and Reports.
- 8) Public comments.
- 9) Employee Recognition
- 10) Agenda items.
- 11) Report from Administrator.
- 12) Correspondence.
- 13) Reports from Committees.
- 14) Reports from liaisons.
- 15) Public comments.
- 16) Board comments.
- 17) Chairman's comments.
- 18) Adjournment.
- c. Preserve good order at all Board meetings.
- d. Speak on points of order in reference to other Board members and rule on questions of order as brought forth by Board members.
- e. Vote last on all questions before the Board except where, in the judgment of the Chair, a conflict of interest or an ethics in government situation exists.
- f. Authorize attendance of other Board members in an official capacity (as a representative of the County) at any meeting, convention or gathering deemed important to the conduct of County business.
 - 1) Members so assigned shall report back in writing or orally to the Board as to their participation in said meeting, convention or gathering.
 - 2) This report is to be made at the first Board meeting following attendance at the event.
 - 2. <u>Duties of the Vice Chair</u>. When the Chair is absent from Board meetings or otherwise incapacitated, the Vice Chair, during the interim will assume all of the duties, responsibilities of the Chair. The Vice Chair will not serve as Chair of the Finance Committee.
 - 3. <u>Temporary Chair</u>. Both the Chair and the Vice Chair, when presiding over the Board, have the right to name any member of the Board to perform the duties of the Chair temporarily.
 - 4. <u>Succession to the Chair</u>. When both the Board Chair and the Vice Chair are absent from a Board meeting, the succession to the Chair will be the Finance Committee Chair followed by the Human Resources and Safety Committee Chair.
 - 5. Quorum. A majority of all of the duly elected Board of Commissioners shall constitute a quorum.

- 6. <u>Special meetings</u>. Special meetings of the Board, when required, will be held in compliance with Public Act No. 267 of 1976 as amended (the Open Meetings Act). The Clerk or a representative approved by the Clerk must be available.
- a. Special committee meetings may be called by the Board Chair or the Chair of the committee. An approved representative from the Administration Office must be available.

C. Agenda Preparation.

- 1. Board of Commissioners.
- a. The Board Chair is responsible for developing a meeting agenda (Vice Chair in the absence of the Chair) in conjunction with the office of the County Administrator.
- b. Agenda materials are to be submitted to the County Administrator's office by 5:00 PM on the seventh (7th) calendar day prior to the scheduled Board meeting.
- c. The meeting agenda and related materials will be made available by the County Administrator's office to the Board members, to other elected officials, to County Department Heads and to the general public at least three (3) business days prior to a scheduled meeting. A copy of these materials will also be retained by the County Administrator as part of the historical file of County Business.
 - 2. Committees.
- a. The Committee Chair is responsible for developing a meeting agenda in conjunction with the office of the County Administrator.
- b. Agenda materials are to be submitted to the County Administrator's office by 5:00 PM on the third (3rd) business day prior to a scheduled meeting.
- c. The meeting agenda and related materials will be made available by the County Administrator's office to the Committee members, to remaining Board members, to County Department Heads and to the general public at least one (1) business days prior to a scheduled meeting.

D. Minutes.

- 1. <u>Recording Format</u>. (Note: all Board and Committee meetings are to be recorded for later transcription.)
- a. Board.
- Draft resolutions will be included in agenda books for all resolutions brought before the Board for consideration. Motion sheets will be provided to Commissioners to properly record motions that are proposed and acted on by the Board. These documents will form the basis for the County Clerk to record Board proceedings and prepare minutes for subsequent approval. To this end, the actions, decisions, motions and resolutions of the Board are to be clearly stated to ensure proper recording in the minutes.
- 2) Discussion and comment during Board meetings will be summarized in the minutes as required to ensure clear meaning and intent for record purposes.

b. <u>Committees</u>.

1) An employee of the County Administrator's office will normally act as Committee Secretary to record Committee proceedings and prepare minutes for subsequent approval by the Committee. (Note: in the absence of an employee from the Administrator's office to act as Secretary, a

- voice recording and handwritten notes are to be turned over to the Administrator's office for later transcription.)
- 2) The actions and decisions of Committees may be recorded by motion or statement of consensus in the minutes.
- 3) Discussion and comment during Committee meetings will be summarized in the minutes as required to ensure clear meaning and intent for record purposes.

2. Review, Authentication and Retention.

a. Board.

- 1) The minutes of the Board and Committee of the Whole will be prepared as soon as possible (and normally not later than three business days) following a Board meeting and signed by the County Clerk following which they will be distributed to Board members for review and approval at a subsequent Board meeting.
- 2) Once they are approved by the Board, they will then be signed by the Board Chair and retained in the County Clerk's office as a permanent record of County business.

b. Committees.

- 1) The minutes of Committees will be prepared and signed by the Committee Secretary as soon as possible (and not later than three business days following the Committee meeting) after which they will be distributed to each Committee member for review and approval at a subsequent meeting.
- 2) Once they are approved by the Committee, they will then be signed by the Committee Chair and retained in the County Administrator's office as a permanent record of Committee business.

Board of Commissioners Policies

A-3.0 Commissioner Per Diem, Expenses, and Official Business Travel

County Board Approval: April 17, 1996; Amendments: November 17, 1999, May 17, 2000, September 18, 2002, January 20, 2010, October 15, 2014; December 4, 2019; December 7, 2022 (effective January 1, 2023)

A. Compensation.

- 1. Commissioner. Basic salary: \$9,600 per annum (\$800/month).
- 2. Board Vice Chair. Basic salary: \$10,100 per annum (\$841.67/month)
- 3. Board Chair. Basic salary: \$10,600 per annum (\$883.33/month).
- 4. <u>Presence</u>. All Commissioners are duty bound to be present at regular meetings of the County Board of Commissioners. Anticipated absence from a regular meeting must be coordinated in advance with the Board Chair.

B. Per Diem.

- 1. <u>Rate</u>. Full day: \$80; One-half day: \$40. Extended sessions lasting more than eight consecutive hours will be compensated for at the rate of additional per diem at the half day rate for each two hour block of additional time.
- 2. Special meetings. Per diem will be allowed for special meetings.
- 3. Other meetings.
- a. Per diem will be allowed for all standing Committee meetings, Michigan Association of (MAC) meetings, assigned district and regional meetings, special budget assignments, work sessions, labor negotiations or other circumstances of direct Commissioner responsibility.
- b. Note: If a Board member attends more than one meeting within a given four hour block, he/she is eligible for only one per diem covering that period.
- c. Only assigned delegates to District or Regional Agencies may be paid per diem for regular or special meetings of those organizations unless specifically approved in advance by the Board Chair.
- d. If specifically approved by the Board Chair in advance, Commissioners may be paid per diem for attendance at seminars, orientation meetings, briefings and conventions.

C. Mileage reimbursement.

Payment for mileage claims for use of privately owned vehicles by Commissioners to conduct official County business will conform to the current County Schedule of Travel Rates which is included as Attachment (1).

D. Rules.

- 1. The Board Chair will review and approve all per diem requests prior to payment.
- 2. All requests for reimbursement must be directly related to the conduct of official County business. Receipts must be submitted with travel expense vouchers. Requests for reimbursement must be submitted within 30 days after completion of the event in question. Travel expenses shall be reimbursed in the budget year in which expenses are incurred.
- 3. Mileage claims will be allowed for Liaison and Committee meetings. No mileage claims will be permitted from home to the BOC meetings.

4. Attachment (1) contains additional policy statements governing official business travel by County officials including Commissioners, other elected officials and non-elected County staff members.



Attachment (1) - Table of Reimbursable Expenses for Wexford County Officials Traveling on Official Business

A. Policy Notes.

- 1. Travel expenses directly related to official County business are reimbursable. Expenses for incidental travel and alcoholic beverages will not be reimbursed. Original itemized receipts must accompany all requests for reimbursement.
- 2. When practical, sharing of transportation and lodging is encouraged.
- 3. County Department Heads are the approval authority for travel plans and travel reimbursement claims within their respective departments.
- 4. The Chairman of the County Board of Commissioners will approve travel plans for Elected Officials and the County Administrator, except that Judges of their respective Courts will approve travel plans and travel reimbursement claims for their Court employees.
- 5. The County Administrator will approve travel plans and travel reimbursement claims for non-elected County Department Heads.
- 6. Travel plans and travel reimbursement claims for the Chairman of the Board of County Commissioners will be approved by the Chairman of the standing Finance Committee.
- 7. Claims for travel reimbursement shall be submitted by the traveler within 30 days after completion of travel. Travel expenses shall be reimbursed only in the budget year in which expenses are incurred. On approval by the authorizing official as outlined above, travel claims will be forwarded to the Clerk's Office for payment.

B. Reimbursement Rates.

1. Meals (gratuity included):

a. Breakfast: \$15.00
b. Lunch: \$20.00
c. Dinner: \$30.00

- 2. Accommodations: \$ 140.00 (tax included)
 - Reimbursement for accommodations may be higher when associated with a workshop or conference, with advance authorization from the designated approval authority.
- 3. Approved private vehicle mileage shall be equal to the private vehicle premium reimbursement rate as approved by the IRS and will be reviewed during the annual budget process and annually approved in the appropriations act, unless otherwise approved by the Board of Commissioners.

BOARD OF COMMISSIONERS AGENDA ITEM

FOR MEETING DATE: December 07, 2022

SUBJECT: Schneider-Geospatial Contract

SUMMARY OF ITEM TO BE PRESENTED:

At their regular meeting on October 05, 2022, the Board of Commissioners approved the purchase of upgrading the electronic property management system. The purchase is not to exceed \$20,268.00 with funding to come from ARPA funds.

Per policy, following is an attorney approved contract between Wexford County and Schneider-Geospatial for the electronic property management system that the BOC previously approved.

RECOMMENDATION:

Administration recommends the Board approve the presented contract and authorize the Chairman to sign on behalf of the County.

<u>AGREEMENT</u>

THIS AGREEMENT is made and entered into this 29th day of November, 2022 by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and **SCHNEIDER GEOSPATIAL**, **LLC.**, located at 8901 Otis Avenue, Suite 300, Indianapolis, IN 46216 (hereinafter referred to as the "Contractor"). The contracting entities may be referred to as the "Parties" or singularly as the "Party".

WITNESSETH:

WHEREAS, the County desires the Contractor to provide the Beacon Property Management Communities portal development and hosting services set forth in the attached Proposal For Beacon Hosting and Setup Services attached as Exhibit A (the "Services"); and

WHEREAS, the Services contracted for pursuant to this Agreement are a proper concern of the County and are services that the County could otherwise perform pursuant to law.

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

- 1. Agreement Period and Termination. The Contractor shall immediately commence performance of the Services and obligations required of it hereunder Proposal For Beacon Hosting and Setup services and, unless this Agreement is terminated as authorized in this Agreement, shall complete the one-time Setup services on or before January 31,2023, Time Being of the Essence. The Hosting Services are for an annual rate and for a term of three (3) years unless terminated earlier by either party pursuant to the early termination provisions of this Agreement in "Exhibit A".
- **2.** <u>Scope of Services/License Grant</u>. The Contractor, shall provide the County with the following services:

The scope of services are set forth in Exhibit A - Beacon Hosting and Setup Services attached as Exhibit A. Where in conflict, this Agreement prevails.

Compensation. It is expressly understood and agreed that in no event will the total compensation for the one-time Setup Fees to be paid by the County to the Contractor under this Agreement exceed the sum of THIRTEEN THOUSAND TWO HUNDRED AND FORTY EIGHT DOLLARS (\$13,248.00).

The Hosting Fees shall be at an annual rate of SEVEN THOUSAND ONE HUNDRED AND TWENTY EIGHT DOLLARS (\$7,128.00) per annum and shall be prorated the first year of the agreement to match the fiscal year for the County, followed by consecutive, 12-month periods.

Contractor shall receive said compensation upon invoicing.

4. <u>Nondiscrimination</u>. The Contractor, as required by law and/or the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, 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 that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The Contractor shall adhere to 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 of this Agreement. In the event the Contractor is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

- **5.** Compliance with the Law. The Contractor shall administer the program and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.
- 6. Independent Contractor. It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. The Contractor's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor shall carry workers' compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.
- **7.** Hold Harmless. To the extent allowed by law, each Party shall, at its own expense, protect, defend and hold harmless the other Party, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the either Party, its employees, agents or subcontractors that may arise out of this Agreement. No portion of this Agreement shall be deemed to constitute a waiver of any immunities, protections and monetary limitations provided under Michigan law, including governmental immunity, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.
- **8.** <u>Liability Insurance</u>. The Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A of A-

(Excellent).

- A. <u>Workers' Compensation Insurance</u>. Workers' Compensation Insurance including Employers' Liability Coverage.
- B. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.
- C. <u>Motor Vehicle Liability</u>. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00) per occurrence, and/or aggregate, combined single limit, bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- D. <u>Additional Insured</u>. The Commercial General Liability Insurance as described above shall include the following as "Additional Insured"; the County, and all of the County's elected and appointed officials, employees and volunteers, all boards, commissions and/or authorities and board members including employees and volunteers thereof. Said insurance shall be considered to be primary coverage to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds whether said other available coverage be primary, contributing or excess.
- E. <u>Deductibles and SIRs</u>. The Contractor shall be responsible for paying any deductibles and self-insured retentions (SIRs) in its insurance coverages.
- F. <u>Cancellation Notice</u>. Contractor shall be responsible for providing the required notice.
- G. <u>Proof of Insurance</u>. The Contractor shall provide to the County at the time this Agreement is returned by it for execution, with a copy of certificates of insurance for each of the policies mentioned above.
- **9.** Applicable Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Michigan, without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The County and Contractor agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be in the Federal Judicial District of Michigan, Western District, Southern Division.

- **10.** <u>Waivers</u>. No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- 11. <u>Modifications. Amendments or Waiver of Provisions of the Agreement</u>. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.
- **12.** <u>Assignment or Subcontracting</u>. The Contractor shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement without the prior written consent of the County.
- **13.** Purpose of Section Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- **14.** <u>Complete Agreement</u>. Proposal For Beacon Hosting and Setup Services attached as Exhibit A, and any additional or supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- 15. <u>Invalid/Unenforceable Provisions</u>. If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
- **16. Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
- **17. Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature, extend into the future, including, but not limited to the confidentiality and indemnification provisions, shall extend for a period of one year beyond the end of the term or termination of this Agreement.
- **18.** Certification of Authority to Sign Agreement. The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent, and that this Agreement has been authorized by the party they represent.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS INSTRUMENT ON THE DATES AND IN THE SPACES SET FORTH BELOW.

WEXFORD COUNTY	
By:	
Gary Taylor, Chairperson	(DATE)
SCHNEIDER GEOSPATIAL, LLC	
By:	
	(DATE)

"Exhibit A" PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial**, **LLC**, a Delaware Limited Liability Company, whose place of business is <u>8901 Otis Avenue</u>, <u>Suite 300</u>, <u>Indianapolis</u>, <u>IN 46216</u> ("PROFESSIONAL") and **Wexford County**, **Michigan**, whose place of business is: <u>437 E. Division Street Cadillac</u>, <u>Michigan 49601</u> ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. Beacon Portal Development

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system BS&A.
- b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system BS&A.
- c. Property sales history from CLIENT's CAMA real estate system (if available).
- d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).
- e. Property photos (if available and provided by CLIENT in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the queried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- i. Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- j. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by CLIENT:

a) Mailing Labels Generator

Creates mailing list from the parcel search results list on the CLIENT's **Beacon** website. Allows mailing lists to be generated as mail merge compatible files: csv, .tab, or .xml; or as a PDF that is preformatted for Avery 5160 label sheets. Includes user instructions for generating the mail merge files.

b) Sales Search

- PROFESSIONAL will add the Sales Search and Sales List pages to CLIENT's existing Beacon website.
 - a) Sales Search allows the user to search CLIENT's parcel sales records, based on the following criteria:
 - i) Sale date range
 - ii) Sale price
 - iii) Square footage

- iv) Acreage
- v) Year built
- vi) Sale type
- vii) Price per sq. ft.
- viii) Property type
- b) Sales List allows the user to choose a month from the current year, or two previous years, and **Beacon** will generate a list of all sales records from that month.
- Users may then download the results of Sales Search or Sales List to an Excel (.xls) or Comma Separated Values (.csv) file.
- PROFESSIONAL will add the Recent Sales in Area module to Parcel Report pages on CLIENT's existing **Beacon** website.
 - Recent Sales in Area module will allow a user to search for recent sales relative to the location of a selected parcel, based on the following criteria.
 - i) User defined sales date range.
 - ii) User defined distance from selected parcel.
 - iii) Sales in the same parcel group as the selected parcel (based on parcel number).
 - iv) Sales in the same neighborhood as the selected parcel (based on neighborhood information in CLIENT's source CAMA system).

B. Portal Hosting and Maintenance

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If the CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of the CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. One-time Setup Cost: \$13,248

Setup items:

Core Setup: Included
Mailing Labels Generator: Included
Sales Search Tools: Included

b. Annual Hosting: \$7,128

Hosting items:

Core Hosting: Included

Map: Included

B. Payment Schedule

Year 1 January 1, 2023 – December 31, 2023: \$20,376

(Setup: \$13,248, Hosting: \$7,128)

Year 2 January 1, 2024 – December 31, 2024: \$7,128 Year 3 January 1, 2025 – December 31, 2025: \$7,128

C. Project Schedule

a. Portal Development

- i. PROFESSIONAL requires the following information and technical assistance from the CLIENT to access data sources defined in the Scope of Services.
 - 1. Database connection information
 - 2. Server name or IP address
 - 3. Database name
 - 4. User login information for read access
 - 5. Data dictionary or schema, as available
- ii. Network paths to all file data sources
- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to the CLIENT's data sources and files.
- iv. All information must be provided by the CLIENT to the PROFESSIONAL at least twenty-one
 (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data
 will be available on the portal at the start of the Initial Hosting Term.

b. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

- Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.
- **Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. PROFESSIONAL will notify the CLIENT of any price increases 6 months or more prior to automatic renewal. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.

- **Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website such as orthophotos, scanned documents, etc.
- **Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.
- **Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.
- **8** Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
- **9 Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through December 21, 2022.

PROFESSIONAL: Schneider Geospatial, LLC	CLIENT: Wexford County, Michigan		
Ву:	Ву:		
Print: <u>Jeff Corns, GISP</u>	Print:		
Title: President	Title:		
Date:	Date:		