



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, May 15, 2024, 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. PRESENTATIONS AND REPORTS
 - 1. District Health Department #10 Update– Kevin Hughes
- H. PUBLIC COMMENT

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

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

 - 1. Approval of the May 01, 2024 Regular Meeting Minutes 1
- J. AGENDA ITEMS
 - 1. Tree Memorial Plaques (*Recreation & Building 05/02/2024*) 4
 - 2. Abilita Retainer Agreement (*Finance 05/09/2024*) 5
 - 3. Area Agency on Aging of Northwest Michigan FY25 Local Match Request (*Finance 05/09/2024*).. 12
- 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

WEXFORD COUNTY BOARD OF COMMISSIONERS
Regular Meeting * Wednesday, May 01, 2024

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

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

Absent-Commissioner Jason Mitchell

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Approval of the Agenda

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

All in Favor.

Employee Recognition- *None.*

Presentation and Reports-*None.*

Public Comment-*None*

Consent Agenda

1. Approval of the April 17, 2024 Regular Meeting Minutes
MOTION by Comm Theobald, seconded by Comm Adams to approve the Consent Agenda.

All in favor.

Agenda Items

1. Court Security Training
MOTION by Comm Adams, seconded by Comm Potter to approve the quote from the National Sheriff's Association in the amount of \$9,500.00 to provide Court Security Training utilizing LATCF funds.

Roll Call: Motion passed 8-0.

2. Address Ordinance Discussion
MOTION by Comm Adams, seconded by Comm Bush to direct Administrator Porterfield to write a letter to Mr. Mix regarding his concerns and options pertaining to the address ordinance.

Administrator Porterfield sent the letter that was read at the last meeting by Comm Townsend, regarding the availability of a township to create their own building department and issue their own addresses, to the County Attorney. The Attorney response was forwarded to Comm Townsend. The attorney stated that as long as the townships adhered to the 911 address ordinance, the townships could create their own building departments and issue their own addresses or address ordinance.

Roll Call: Motion passed 6-2, with Commissioners Musta & Theobald voting against the motion.

3. Resolution 24-14 P.A. 511 Community Corrections Plan and Application
MOTION by Comm Baughan, seconded by Comm Bush to approve Resolution 24-14 P.A. 511 Community Corrections Fiscal Year 2025 Plan and Application and authorize the Chairman to sign on behalf of the County.

Roll Call: Motion passed 7-0, with Commissioner Potter Abstaining

Administrator's Report-

Administrator Porterfield back from the MACC Legislative Conference. Commissioners Taylor, Theobald and Townsend received certificates for completing the Advanced Commissioner Training. There are three new trees being planted out in front of the court house. Comm Taylor would like to get plaques made to honor three of the counties employees that passed while working for the county, Mike Bengelink, Don Larkins, and Scott Waddell. One Cadet graduating from the police academy on Friday, May 3, 2024.

Correspondence-None

Public Comments-

Michael Mix, Colfax Township Supervisor, noted that Colfax Township has no intention of creating an address ordinance or building department. He feels that everything with address ordinance is a distraction and should be fixed at the County level. He encouraged the Board to watch Nate Johnson on Youtube regarding the homeless and how they are ruining our resort towns.

Don Koshmider, reminded the Board of the Agenda 2030. He has been watching Info Wars daily. He is concerned about the financial forecast and banking crisis. He asked that the Board watch the real news on InfoWars. He thanked the County Clerk for recording the information in the minutes and the Board for their leadership.

Nikki Schultz, Alliance for Economic Success, thanked Comm Adams for attending the meeting last week. Recreational Plan update; Boon Sports Management, Visitors Bureau, Chamber of Commerce and AES submitted a grant to The Great Lakes Sports Commission and was awarded \$14,000 to do a feasibility study for the WEX. They are looking forward to see what they can do for the WEX.

Liaison Reports-

Commissioner Adams attended the Lake Mitchell Improvement Board meeting they will be doing a new assessment.

Commissioner Bush attended the CAMA meeting. They discussed the process of what it takes for the manufacturers and the big box stores.

Commissioner Theobald attended the Shelter meeting, they will be using \$16,000.00 of and splitting it up between different agencies.

Commissioner Potter had another meeting with Lisa Kaspriak, they are still working on the issues with the Scanner.

Board Comments-

Commissioner Potter went to the MAC Conference and stated that it was very informative.

Chairman's Comments-

Chair Taylor thanked everyone for attending.

Adjourn

MOTION by Comm Theobald, seconded by Comm Bush to adjourn at 4:19 p.m. All in favor.

Gary Taylor, Chairperson

Karen S. Maury, County Clerk

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Recreation & Building Committee
FOR MEETING DATE: May 15, 2024
SUBJECT: Tree Memorial Plaques

SUMMARY OF ITEM TO BE PRESENTED:

A commissioner approached Administration with the idea of planting trees in remembrance of five employees who were employed at the County when they passed away. Trees were offered at a discounted price and have been purchased and planted on the grounds of the courthouse.

Administration would like to purchase the memorial tree plaques with stakes, pictured below, to be placed by each of the trees for each employee. The plaques are made of metal and are 7.5 inches by 4.5 inches. Each plaque costs roughly \$47. Donations will be accepted to purchase four plaques.



RECOMMENDATION:

The Recreation & Building forwards a recommendation to the full board to approve placing plaques at each newly planted tree.

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: May 15, 2024
SUBJECT: Abilita Retainer Agreement

SUMMARY OF ITEM TO BE PRESENTED:

In August of 2020, the County contracted with Abilita to assist in managing telecommunications contracts and costs, particularly with AT&T. Abilita has been successful in saving the county money and staff time by auditing and monitoring our telecommunications services.

Their prior contract was set up so that the County paid Abilita half of all savings that they obtained. The proposed agreement is a monthly retainer fee which includes a forgiven balance of \$9,200. The proposed retainer agreement follows. County legal has reviewed the following agreement.

RECOMMENDATION:

The Finance Committee forwards a recommendation to the full board to approve the retainer agreement with Abilita.

Between Wexford County (the client) and Aylward Consultants dba Abilita - Lansing.

AGREEMENT TERMS

1. The client hereby authorizes Abilita to review its telecommunications systems (other than 911 dispatch), on a monthly basis and to submit recommendations for improvements including possible savings. Reviews will focus on identifying billing errors, contract compliance, traffic usage and efficiency, and overcharges and may include reviews of existing systems, services, equipment, suppliers, plans and other telecom functions.
2. All recommendations for changes or alterations to the telecommunication systems are subject to the client's approval. All approved changes will be implemented by Abilita and, where savings are expected from such implementations, Abilita will assure that the savings are realized and will calculate and report such savings to client.
3. Abilita will act as the management interface for all telecommunications hardware, software, and service providers including solicitation and new proposals, and will negotiate all new and renewing agreements with such providers, as directed by client.
4. Abilita will present to the client any new telecommunications services or technologies appropriate to the client's needs, including productivity improvements, technology advances, equipment purchases and maintenance.
5. Abilita will maintain an "on-call" relationship during regular business hours, excluding holidays, with the client to address any telecom issues or questions that arise.
6. Abilita will assist in the general planning for business changes that may affect telecommunication usage and will transfer knowledge to client in a timely manner, including reviews of productivity improvements and technology advances, upon client request.
7. Abilita will notify client, in advance, if billable hours are anticipated to exceed the monthly retainer and shall not proceed with additional time unless authorized in writing.
8. The client will provide Abilita with equipment records, telecommunications invoices, contracts and other related information, as well as written authorization for Abilita to receive all such records and information directly from suppliers, during the payment term of this agreement as required by Abilita.
9. All records and information submitted for review by the client shall be held in the strictest confidence by Abilita. All recommendations, actions and suggestions submitted by Abilita for the client's consideration shall be held in the strictest confidence by the client.

(Initial)

PAYMENT TERMS

10. The client agrees to pay Abilita, as its fee for the services rendered, all amounts due as indicated in the Schedule of Fees (below) for the term of this Agreement. The term of this agreement shall be twenty-four (24) months from the date of signing. The Client may terminate this Agreement, with or without cause, upon thirty (30) days written notice to Abilita. This agreement may be renewed by agreement of the Parties for an additional one year term.
11. Billing will be conducted monthly, and payments will be due upon receipt of the invoice. Charges or fees not paid within 30 days of the date of the invoice will accrue late payment charges at the rate of 1.5% per month until paid. A charge of \$25 will be made for any check tendered by customer and returned unpaid by a financial institution.
12. In further consideration of this Retainer Agreement, Abilita fully waives and releases Client from any and all claims for past or outstanding monetary sums owed to Abilita by Client, or which Abilita claims to have been incurred or to be owing prior to entry of this Agreement.

SCHEDULE OF FEES:

Setup: Initial Analysis, Implementation, & Account Setup (one time)	\$	waived
Terms: Length of Agreement		24 months
Monthly Retainer Fee	\$	700.00

MISCELLANEOUS

13. Insurance – Abilita shall maintain appropriate general liability insurance, workers’ compensation insurance, automobile insurance, and professional liability insurance for the duration of this Agreement and will provide a copy of the policy limits and certificates of insurance upon request of the Client.
14. Nondiscrimination - Abilita 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. Abilita 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 Elliot-Larson 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 335, 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 provision shall be regarded as a material breach of this Agreement. In the event Abilita is found not to be in compliance with this provision, the Client may terminate this Agreement effective as of the date of delivery of written notification to Abilita.
15. Independent Contractor - It is expressly understood and agreed that Abilita is an independent contractor. The employees, servants and agents of the Abilita shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the Client. Abilita's employees, servants and agents shall not be entitled to any fringe benefits of the Client such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Abilita 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.
16. Applicable Law and Venue - This Agreement shall be construed under and in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
17. Invalid/Unenforceable Provisions - If any provision in 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 provision will be null and void, and any such invalidity or unenforceability shall not affect the validity of enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have been terminated as of the date in which the provision was rendered invalid or unenforceable.
18. Assignments or Subcontracting - This Agreement shall be binding upon and inure to the benefit of the Client and Abilita hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted in writing by the Client.
19. Amendments and Modifications to Provisions of the Agreement – No amendment, modification, assignment, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Client and Abilita hereto.

20. Waiver of Provisions of the Agreement - No waiver by any party hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.
21. Liability -
- a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out Abilita in the performance of this Agreement shall be the responsibility of Abilita, and not the responsibility of the Client, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of Abilita, any subcontractor, anyone directly or indirectly employed by Abilita, provided that nothing herein shall be construed as a waiver of any governmental immunity that has been provided to Abilita or its employees by statutes or court decisions.
- b. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the Client in the performance of this Agreement shall be the responsibility of the Client and not the responsibility of Abilita, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any Client employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the Client or its employees as provided by statute or court decisions.
- c. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the Client and Abilita in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the Client and Abilita in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the Client, Abilita or their employees, respectively, as provided by statute or court decisions.
22. Integration Clause - This Agreement and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the Client and Abilita 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 the Client or Abilita hereto.
23. Disregarding Titles - The titles of the provisions set forth in this Agreement are inserted for the convenience of reference only and will be disregarded when construing or interpreting any of the provisions of this Agreement.
24. Certification of Authority to Sign Agreement - The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

 **ABILITA** Retainer Agreement

Wexford County
(Client Name)

Aylward Consultants dba Abilita-Lansing

437 E. Division
(Address)

11776 Silverspring Dr.

Cadillac, MI 49601
(Address)

DeWitt, MI 48820

(888) 354-5500
(Telephone)

(517) 853-8130

Signature of Authorized Client Representative

Signature

Print Name

Print Name

Title

Date

Date



Telecom Retainer Facts

Need

1. Wexford County's telecom costs will inevitably go up and traditional phone service is going away (POTS). This requires expertise to keep the costs as low as possible and getting in front of these inevitable changes by someone who has the County's best interests in mind.
2. Wexford County needs expertise on how to navigate to the best rates with the best carriers as well as dispute billing errors. Mistakes can lead to significant increases in cost and additional telecom frustrations (customer Service, contract negotiations, credits adjustments, etc.).
3. Most County staff do not have the time or expertise to audit and interpret accurate pricing with the best pricing and vendor options.
4. **The existing \$9,200 financial commitment to Abilita will be waived! This reduces the net Abilita fee to approximately \$315/month!**

Benefit

1. Abilita's client's average 29% savings. These are frequently found in unused phone lines, billing errors, contract negotiations and introducing better rates and/or vendors.
2. **Abilita has already saved the County approximately \$60,000 (net fees)** without tying up staffs' valuable time!
3. Abilita acts as the County's outsourced telecom support which includes:
 - a. Telecom Analysis Report: a comprehensive report of all telecom services and recommendations for savings. This includes Local, Long Distance, Internet, Cellular, Data circuits, etc.
 - b. Abilita proactively delivers and implements recommendations for cost savings
 - c. Monthly telecom audit reports for accountability of implementation of approved recommendations for cost savings (additional service under a Retainer)
4. Ongoing, expert proactive support on any telecom need!
5. An additional 2 hours of consulting service is included at no charge per month with the Retainer agreement (\$390 savings per month).



May 1, 2024

Alaina M. Nyman, County Clerk
 Wexford County
 437 East Division Street
 Cadillac MI 49601

Dear Ms. Nyman,

Overview:

AAANM receives federal and state funding from the MDHHS/Bureau of Aging, Community Living, and Supports (ACLS Bureau) to support services for older adults and their family caregivers in the 10 counties (Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford) of northwest Michigan. In FY25, this constitutes \$4.28M.

Federal and state service funds must be matched with local resources by an amount that is at least 10 percent of the total program amount and federal administration funds must be matched with local resources by an amount that is at least 15 percent of the total program amount. In FY25 the total administrative and services match required is \$375K.

It has been a long-standing practice that the ten Counties served by AAANM provide financial support for the match requirement. Since 2012, the support provided by the 10 counties served by AAANM has been \$43K each year. This support comprises approximately 11% of the total required match.

The AAANM Board of Directors at their May 1, 2024, meeting, approved to continue the \$43K cumulative counties' match requirement for FY25 calculated based on the attached formula distribution by county. The local county match being requested for Wexford County for FY25 is \$4,189. AAANM requests that your county notifies AAANM of its intent to pay the requested match no later than September 30, 2024. Official invoices for the requested match will be sent by AAANM to each county in October 2024. In addition to the notice of intent to pay the requested match, please include instructions on how the invoice should be directed.

Purpose and Background

The mission of the Area Agency on Aging of Northwest Michigan (AAANM) is to serve and advocate for older persons, adults with disabilities and caregivers by supporting their independence, dignity, and quality of life.

About us

We are part of an Aging Network:

- Federal: The Administration for Community Living awards funds for nutrition and supportive home and community-based services to 56 State Units on Aging based primarily on the number of persons 60 years of age and over in the state.
- State: The State Units on Aging (ACLS Bureau in Michigan) award funds to 629 Area Agencies on Aging.

- Local: The Area Agencies on Aging (there are 16 AAAs in Michigan) determine the needs of older persons locally and work to address those needs through the funding of local services (through contracts and agreements with local service providers in the AAA service area), through direct provision of certain services, and through advocacy. AAAs are required to prioritize funding for those with greatest social and/or economic need with particular attention to low-income minority individuals.

The Area Agency on Aging of Northwest Michigan (AAANM):

- A private, nonprofit agency
- Designated as an Area Agency on Aging in 1974 by the SUA, Michigan Office of Services to the Aging (OSA), now known as the Bureau of Aging, Community Living, and Supports (ACLS Bureau)
- One of 16 AAAs in Michigan
- Serves ten counties located in northwest lower Michigan: Antrim, Benzie, Charlevoix, Emmet, Grand Traverse, Kalkaska, Leelanau, Manistee, Missaukee, and Wexford counties (Region 10).
- Operates under the framework of the federal Older Americans Act (OAA) and the State Older Michiganians Act.

Partnerships with County Commissions and Councils on Aging (COAs)

AAANM works hand-in-hand with COAs in the ten-county service area. COAs are county level organizations serving as focal points for aging needs. They are partially or fully funded by tax millage. COAs often provide direct services in individual counties such as in-home personal care, respite, homemaking, snow plowing, home delivered or congregate meals, senior center activities and many other programs. Each COA offers unique services based on the needs and governing structure of the County the COA serves.

How AAANM and COAs work together

The partnership between COAs and AAANM is critical to providing a safety net for older adults in the region. Often millage dollars are used when older adults (who meet county criteria) need support to stay independent at home. This may include assistance with homemaking, bathing, or dressing, for example. When the needs become more than what can be supported with millage dollars, residents may then become a client of AAANM, if program criteria are met. AAANM will provide complex case management to coordinate and may pay for additional services in the home beyond what can be provided with millage dollars.

AAANM works with each of the ten counties in the region differently, providing technical assistance and funding. AAANM contracts with most COAs to provide services for MI Choice Waiver and Care Management clients. This arrangement is called a Purchase of Services. AAANM also contracts OAA and Older Michiganian monies to some COAs to provide home delivered and congregate meals. When AAANM is purchasing services or contracting monies to COAs, AAANM is then obligated to assess the COAs based on MI Choice Waiver or ACLS Bureau program standards to ensure appropriate service delivery.

Thank you for your consideration of the county match request for FY25. If you have any questions, concerns or would like to learn more about us, please reach out to me at (231) 947-8920 or gustineh@aaanm.org.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Gustine".

Heidi Gustine, Executive Director

Cc: Erin Brotherton, AAANM Board of Directors, Wexford County Appointee
Pam Blevins, Director, Wexford County Council on Aging

2025 County Support Schedule

Total Support Request = \$43,000 (amount has remained constant since 2012)

County	Support Base	Population age 60 and over*	% Population Distribution	Support Distribution based on % population	Total 2024 Support Request
Antrim	\$ 2,150	8,238	9.17%	\$ 1,972	\$ 4,122
Benzie	\$ 2,150	5,924	6.60%	\$ 1,418	\$ 3,568
Charlevoix	\$ 2,150	8,371	9.32%	\$ 2,004	\$ 4,154
Emmet	\$ 2,150	9,422	10.49%	\$ 2,256	\$ 4,406
Grand Traverse	\$ 2,150	23,756	26.45%	\$ 5,687	\$ 7,837
Kalkaska	\$ 2,150	4,822	5.37%	\$ 1,154	\$ 3,304
Leelanau	\$ 2,150	8,507	9.47%	\$ 2,036	\$ 4,186
Manistee	\$ 2,150	8,164	9.09%	\$ 1,954	\$ 4,104
Missaukee	\$ 2,150	4,092	4.56%	\$ 980	\$ 3,130
Wexford	\$ 2,150	8,516	9.48%	\$ 2,039	\$ 4,189
Total	\$ 21,500	89,812	100.00%	\$ 21,500	\$ 43,000

*Based on the 2021 American Community Survey 5-Year Estimates from the US Census Bureau.

County Support Funding Formula:

Base: 1/2 of total support request will be divided equally among counties

Population Distribution: 1/2 of total support request will be allocated based on each county's share of the population age 60 and older of the total population age 60 and older in Region 10. (Data source(s): US Census, American Community Survey estimates - updated annually when newest data becomes available)