THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, AUGUST 16, 2016 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Approval of the July 19, 2016 Minutes
Additions to the Agenda
Limited Public Comment

1. **Treasurer** - Resolution to Contract with [Legal Services](#) of South Central Michigan to Take Client Referrals from Ingham County Register of Deeds and Ingham County Treasurer

2. **Innovation and Technologies Department**
   a. Resolution to Approve the Renewal of the [MUNIS Software Annual Support](#) Agreement from Tyler Technologies
   b. Resolution to Approve Purchase of Training from [Lynda.com](#)

3. **Facilities Department** - Resolution Authorizing [Amending Resolution #16-267](#) for RNA Facilities Management Janitorial Services

4. **Road Department**
   a. Resolution to Execute a Waterborne Centerline [Pavement Marking](#) Agreement with Williamstown Township
   b. Resolution Authorizing the Extension of Contract with Avery Oil and Propane for the 2016/2017 Supply of [Propane](#) Used for Heating at the Eastern District of the Ingham County Road Department
   c. Resolution to Approve the Special and Routine [Permits](#) for the Ingham County Road Department
   d. Resolution to Approve Local Road Agreement with [Wheatfield Township](#) for the Ingham County Road Department
   e. Resolution Authorizing the Purchase of Two New [Wheel Loaders](#) for the Ingham County Road Department

5. **Potter Park Zoo** - Resolution Recommending Central Nebraska Packing Inc. Become a Sole Source Vendor to Supply [Meat](#) for Potter Park Zoo’s Animal Diets

6. **Register of Deeds** - Resolution Honoring [Martha Duncan-Miles](#)
7. **Human Resources**
   a. Resolution Approving a Letter of Understanding with Office and Professional Employees International Union Regarding the **Finance Clerks**
   b. Resolution Approving the Letter of Understanding with Capitol City Labor Program, Inc. - 911 Non-Supervisory Unit Regarding **Vacation Maximum Accumulation**
   c. Resolution Certifying **Representatives** for the MERS Annual Conference
   d. Negotiation Update (**Closed Session**)

8. **Controller**
   a. **Purchasing Procedures Policy (Discussion)**
   b. **Draft Debt Financing Policy (Discussion)**
   c. **Performance Review Policy (Discussion)**
   d. **Transparency in Bidding Policy (Discussion)**

**Announcements**

**Public Comment**

**Adjournment**

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES OR SET TO MUTE OR VIBRATE TO AVOID DISRUPTION DURING THE MEETING**

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.
COUNTY SERVICES COMMITTEE
July 19, 2016
Draft Minutes

Members Present: Koenig, Celentino, Bahar-Cook, Hope, and Maiville

Members Absent: Nolan and Tsernoglou

Others Present: Register of Deeds Derrick Quinney, Tim Dolehanty, Travis Parsons, Rick Terrill, Tim Morgan, Deb Fett, Sandy Dargatz, William Conklin, Sally Auer, Paul Pratt, Cynthia Wagner, Stepheni Schlinker, Naomi Glogower, Jane Sherzer-Cissell, Julie Powers, Cheryl Bergman, Tracy Pickering, Ryan Buck, and others

The meeting was called to order by Vice Chairperson Koenig at 6:00 p.m. in Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the June 21, 2016 Minutes

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE MINUTES OF THE JUNE 21, 2016 COUNTY SERVICES COMMITTEE MEETING.

Commissioner Hope stated that Chairperson Nolan was notified that Agenda Item No. 8 was put on the agenda with respect to the following sentence from the June 21, 2016 draft minutes:

“Chairperson Nolan stated that she was not aware that the agenda item was put on the agenda…..”

Commissioner Hope stated that the way it was articulated in the June 21, 2016 minutes and at the last full Board meeting made it seem like someone had done something sneaky. She further stated that that was not the case.

Vice Chairperson Koenig stated that Commissioner Hope could make her statements in the minutes for this meeting here and now as a rebuttal, but since Commissioner Hope did not make here statements at the June 21, 2016 meeting, they should not be placed in the minutes.

Commissioner Bahar-Cook stated that she made such statements at the June 21, 2016 meeting.

Vice Chairperson Koenig stated that minutes were a reflection of what occurred at a meeting.

Commissioner Bahar-Cook stated that at the time, she disputed that Chairperson Nolan did not receive notice because they were in the minutes from the Finance Committee meeting two weeks before.
Ryan Buck, Acting Recording Secretary, stated that the audio recording could be provided to the Committee members.

Commissioner Maiville asked whether they would be approving the minutes as-is or would they be changed here.

Commissioner Bahar-Cook stated that they would come back to the question of what was said at the next meeting.

Vice Chairperson Koenig stated that the June 21, 2016 draft minutes would be deemed approved except for that part surrounding Agenda Item No. 8, which would be resolved at the next meeting with the audio recording.

Commissioner Bahar-Cook also asked for the audio recording regarding Commissioner Bahar-Cook’s comments regarding that the resolution for Agenda Item No. 8 was to be brought up at Finance Committee.

THE MOTION, WITH THE EXCEPTION ABOVE, CARRIED UNANIMOUSLY. Absent: Commissioners Nolan and Tsernoglou.

Additions to the Agenda

10. Human Resources
   c. Resolution to Authorize a Temporary Assignment to the Interim Chief Deputy Register of Deeds and the Execution of the Letter of Understanding

Substitute –

12. Board of Commissioners – Resolution Honoring Bob Selig

Removed from Agenda –

9. Road Department
   e. Resolution Authorizing the Purchase of Two New Wheel Loaders for the Ingham County Road Department

Limited Public Comment

Sally Auer, UAW Chairperson, stated that she supported of Agenda Item No. 10(c). She further stated that this resolution, if approved, would preserve the employee’s seniority within the UAW while the employee is temporarily serving as the Chief Deputy Register of Deeds.

1. Board of Commissioners – Women’s Commission Interviews

Stepheni Schlinker interviewed for appointment to the Women’s Commission.
Naomi Glogower interviewed for appointment to the Women’s Commission.

Jane Sherzer-Cissell interviewed for appointment to the Women’s Commission.

Julie Powers interviewed for appointment to the Women’s Commission.

Cheryl Bergman interviewed for appointment to the Women’s Commission.

Tracy Pickering interviewed for appointment to the Women’s Commission.

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ACTION ITEMS:

3. **Innovation & Technology Department**
   a. Resolution to Approve Purchase of Training from Imagesoft
   d. Resolution to Approve the Renewal of the RightFax Support Agreement

5. **Ingham County Fair** – Resolution Authorizing Entering into a Contract with Dietz Janitorial for As Needed Cleaning Services at the Ingham County Fairgrounds Community Hall

6. **Parks Department**
   a. Resolution Authorizing Entering into Contracts for the Trails and Parks Millage Applications
   b. Resolution Honoring John Elias

7. **Finance Department** – Resolution to Change the Plan Administrator and Plan Name of the Former Road Commission’s Nationwide Post Employment Health Plan to Ingham County

8. **Facilities Department**
   a. Resolution Authorizing Amending the Costs on Resolution #16-251 for a One Year Contract Extension with PM Technologies to Provide Generator Services for Various Backup Generators Throughout the County
   b. Resolution Authorizing Two Purchase Orders for the 20 Ton RTU #10 Replacement at Forest Community Health Center
   c. Resolution Authorizing a Contract with Myers Plumbing & Heating, Inc. to Replace the Two Youth Center Boilers
   d. Resolution Authorizing a Contract with Teachout Security for Uniformed Unarmed Guard Services in Various County Buildings

9. **Road Department**
   a. Resolution to Approve Local Road Agreements with Stockbridge, Bunker Hill, Williamston, Locke, Leslie, Leroy, Aurelius, and Alaiedon Townships for the Ingham County Road Department
   b. Resolution for Approval of the Preliminary Plat of Ember Oaks
c. Resolution Authorizing Contracted Trucking Services to Haul Hot Mix Asphalt to the Ingham County Road Department
d. Resolution to Approve a Second Party Agreement Between the Michigan Department of Transportation and Ingham County and Third Party Agreements Between Michigan State University and Ingham County and the Charter Township of Meridian and Ingham County in Relation to Road Construction Projects for Park Lake Road from Grand River Avenue (M-43) to Merritt Road and Improvements to Hagadorn Road and Mt Hope Road Intersection
f. Resolution to Approve the Special and Routine Permits for the Ingham County Road Department

10. Human Resources
   a. Resolution Authorizing Updating Municipal Employees Retirement System (MERS) of Michigan Division Names
   b. Resolution to Adopt a New Hire Driving Record Check Policy
   c. Resolution to Authorize a Temporary Assignment to the Interim Chief Deputy Register of Deeds and the Execution of the Letter of Understanding

11. Controller’s Office – Resolution Authorizing Adjustments to the 2016 Ingham County Budget

12. Board of Commissioners – Resolution Honoring Bob Selig

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Nolan and Tsernoglo.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Nolan and Tsernoglo.

2. Drain Commissioner – Resolution Authorizing an Increase in Funding for the Revolving Drain Fund (Fund 802)

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION AUTHORIZING AN INCREASE IN FUNDING FOR THE REVOLVING DRAIN FUND (FUND 802).

Paul Pratt, Deputy Drain Commissioner, provided an overview on this resolution. He stated that the Drain Commissioner would accept sun-setting this in one year.

Commissioner Bahar-Cook asked whether language would be proposed to reflect the sunset in the resolution.

Tim Dolehanty, Controller/Administrator, stated that they would prepare language to be considered at the next Finance Committee meeting.

There was a discussion about whether the County could legally advance County funds to a drainage districts.
THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Nolan and Tsernoglou.

3. Innovation & Technology Department
   b. Resolution to Approve Purchase of Training from Lynda.com
   c. Resolution to Approve the Renewal of the Munis Software Annual Support Agreement from Tyler Technologies

MOVED BY COMM. HOPE, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION TO APPROVE PURCHASE OF TRAINING FROM LYNDACOM AND RESOLUTION TO APPROVE THE RENEWAL OF THE MUNIS SOFTWARE ANNUAL SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES.

Commissioner Bahar-Cook asked whether IT had discussed these increases with the respective vendors. She stated that the current County policy held to a 2% maximum and both these resolutions were above that maximum.

Deb Fett, Chief Information Officer, stated that the vendor for Agenda Item No. 3(b) had stated that they had not raised their rates in five years, so they were holding firm to the 5% increase. She further stated that the vendor was increasing their rates across the board.

Commissioner Bahar-Cook stated that it was not the County’s fault that the vendor did not raise their rates for five years.

Commissioner Celentino stated that he agreed that it was the vendor’s choice not to raise their rates for five years.

Ms. Fett stated the vendor stated it was an across the board increase that applied to everyone.

Commissioner Celentino stated that the vendor should be provided that policy if they had not already.

Vice Chairperson Koenig stated that the IT Department should work with the Purchasing Department to educate the vendor on the policy.

There was a discussion about the policy.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. BAHAR-COOK, TO TABLE THE RESOLUTION TO APPROVE PURCHASE OF TRAINING FROM LYNDACOM AND RESOLUTION TO APPROVE THE RENEWAL OF THE MUNIS SOFTWARE ANNUAL SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Nolan and Tsernoglou.

4. Potter Park Zoo – Resolution Recommending Central Nebraska Packing, Inc. Become a Sole Source Vendor to Supply Meat for Potter Park Zoo’s Animal Diets
MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. HOPE, TO APPROVE THE RESOLUTION RECOMMENDING CENTRAL NEBRASKA PACKING, INC. BECOME A SOLE SOURCE VENDOR TO SUPPLY MEAT FOR POTTER PARK ZOO’S ANIMAL DIETS.

Commissioner Maiville stated that he felt uneasy that there were no other bids.

Vice Chairperson Koenig stated that this could be a part of a larger discussion about sole source vendors.

Cynthia Wagner, Potter Park Zoo, stated that they would always prepare a purchase order with an explanation about why the meat was being purchased. She further stated that the Purchasing Department had recommended coming before the Committee with a sole source vendor proposal.

Commissioner Bahar-Cook requested more information as to how other zoos purchased their supply meat, from whom did they purchase it, and at what rates.

Discussion.

Vice Chairperson Koenig asked how long this vendor would be a sole source vendor.

Ms. Wagner stated that they only purchase twice a year.

Mr. Dolehanty stated that the Committee could include a time frame for how long the vendor could be sole source vendor.

Ms. Wagner stated that they only needed to do one more purchase, this year.

Vice Chairperson Koenig asked for information about where Detroit Zoo purchases their meat.

Ms. Wagner asked what the Committee’s time frame for approving a sole source vendor would be.

Mr. Dolehanty stated that the Board typically disfavored sole source vendors.

Commissioner Bahar-Cook suggested that the Potter Park Zoo come back for the August round of meetings with the requested information.

THE MOTION FAILED UNANIMOUSLY. Absent: Commissioners Nolan and Tsernoglou.

Discussion.

Announcements

Commissioner Bahar-Cook stated that she would not be at the next full Board meeting.
Commissioner Maiville stated that he would not be at the next full Board meeting.

Commissioner Hope stated that there were cooling centers available in the area, including all the Capital Area District Libraries, the Foster Community Center, and the Tri-County Office on Aging. She further stated that both the Foster Community Center and Tri-County Office on Aging were allowing individuals to bring their pets as well.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:50 p.m.
AGENDA ITEMS:
The Controller/Administrator recommends approval of the following resolutions:

1. **Treasurer** - Resolution to Contract with Legal Services of South Central Michigan to Take Client Referrals from Ingham County Register of Deeds and Ingham County Treasurer

   For a number of years the County Treasurer and Register of Deeds have been authorized to enter into agreements with Legal Services of South Central Michigan to refer citizens affected by foreclosures and predatory lending practices. Past contracts have also allowed for training of local housing counselors who provide assistance in navigating the loss mitigation system. The Treasurer and Register of Deeds seek Board approval to continue this practice at an annual cost of $60,000. Funding for this service would be taken from the Delinquent Tax Fund.

2a. **Innovation and Technology Department** - Resolution to Approve the Renewal of the MUNIS Software Annual Support Agreement from Tyler Technologies

   The MUNIS application is the heart of the County’s Finance, Budgeting, Human Resources and Purchasing operations. An annual maintenance agreement exists to maintain the application, receive support, and receive needed software updates. The County has purchased annual support agreements each year since the application was originally installed. The IT Department recommends approval of an agreement with Tyler Technologies to provide MUNIS software support for a period of one year at a cost not to exceed $157,533.78. This amount falls within the agreed percentage-increase amount from the original MUNIS of 2004.

2b. **Innovation and Technology Department** - Resolution to Approve Purchase of Training from Lynda.com

   Lynda.com has provided training to Ingham County employees since 2014. This service provides training in easy to understand videos on various software applications as well as business, web design, and programming concepts. Training is provided in an online subscription format purchased in yearly increments, and the current subscription expires on August 19. The IT Department recommends approval of an agreement with Lynda.com to provide training services for a period of one year at a cost not to exceed $7,500.

3. **Facilities Department** - Resolution Authorizing Amending Resolution #16-267 for RNA Facilities Management Janitorial Services

   The Facilities Department seeks to amend Resolution #16-267 for janitorial services to remove reference to the Drain Commissioner’s Office and 55th District Court. Facilities Department staff will continue to service these areas, therefore eliminating the need for services provided by RNA Facilities Management. This change will result in savings of $35,580.
4a. **Road Department** - *Resolution to Execute a Waterborne Centerline Pavement Marking Agreement with Williamstown Township*

The Road Department annually refreshes centerline (yellow) and edgeline (white) paint on all 433 miles of primary road in the County. Similarly, the Department biannually refreshes centerline and edgeline paint on selected local roads in nine townships. Williamstown Township opted out of the pavement marking program in 2013, but recently requested to resume past practice. If approved, the County will fund pavement marking on primary roads and the Township will be responsible for local road markings. The Road Department recommends adding Williamstown Township to the pavement marking project for 2016 at a cost not to exceed $7,871.21.

4b. **Road Department** - *Resolution Authorizing the Extension of Contract with Avery Oil And Propane for the 2016/2017 Supply of Propane Used for Heating at the Eastern District of the Ingham County Road Department*

The Road Department uses propane stored in three 1,000-gallon propane tanks to heat its Eastern District Garage. In order to assure budget stability, Road Department officials determined it would be advantageous to secure a fixed-price contract for propane purchases. Upon evaluation of proposals submitted by two contractors in response to a formal request for proposals (RFP), the Road Department recommends approval of a resolution to extend the propane delivery service contract with Avery Oil and Propane at a fixed unit price of $0.999/gallon for the next winter season ending May 31, 2017.

4c. **Road Department** - *Resolution to Approve the Special and Routine Permits for the Ingham County Road Department*

The Board of Commissioners periodically approves special and routine permits submitted by the Road Department as necessary. The current list of permits includes 27 projects (see attachment).

4d. **Road Department** - *Resolution to Approve Local Road Agreement with Wheatfield Township for the Ingham County Road Department*

The Road Department recommends approval of a resolution for the proposed 2016 Local Road Program Agreement with Wheatfield Township. The cost of road improvement projects included in the resolution total $159,373.94, of which the Road Department would fund $79,686.62 (half the total amount). Projects included are as follows:

- Frost Road from Meridian Road to Burkley Road: 2" asphalt resurfacing over approximately 1.25 miles
- Frost Road from Burkley Road to Williamston Road: 625 tons of asphalt skip-paving and wedging where necessary
- Three Oaks Drive: 250 tons of asphalt repairs where necessary
4e. **Road Department - Resolution Authorizing the Purchase of Two New Wheel Loaders for the Ingham County Road Department**

The Road Department currently has two wheel loaders that are out of service because of mechanical issues involving obsolete parts. Wheel loaders are an instrumental tool in department operations and are normally replaced after 15 to 20 years of service. Most vendors submitting proposals offered demonstration units for staff to operate and evaluate functions, features, warranty, maintenance and repair accessibility, dump height, fuel efficiency, performance and most importantly, operator visibility. Because it was the only unit to fully meet all specifications, the Road Department recommends approval of a resolution to purchase two Volvo L-70H wheel loaders from Alta Construction Equipment at a total cost of $270,740.00, including a trade-in allowance of $66,000.00 for two, Deere 444 wheel loaders that are out of service.

5. **Potter Park Zoo - Resolution Recommending Central Nebraska Packing, Inc. Become a Sole Source Vendor to Supply Meat for Potter Park Zoo’s Animal Diets**

Potter Park Zoo (PPZ) orders 14,000 pounds of meat every year as one of the main diet items for all felines and carnivores in the zoo. In the interest of quality assurance and animal health, PPZ requests authorization to utilize Central Nebraska Packing, Inc. as a sole source vendor for meat required for animal diets. There are limited vendor sources available to acquire this meat at a high quality:

- Natural Balance had a negative impact on PPZ animals health and is also consistently more expensive;
- Toronto Feline Diet, Milliken Meat Products, Ltd. requires permitting for international transport and shipping resulting in a total cost 4.6% above the Central Nebraska Meat price;
- Bravo and Triple-A Meat are considered substandard diets by zoo nutritionists and veterinarians.

Sole-source purchasing (procurement without competitive bidding) should be limited situations where conditions preclude the use of a competitive process. If only one vendor can/will satisfy the requirements and/or circumstances present, then a contract can be justifiably awarded without competition to the sole source provided that the purchase is in compliance with the dollar approval limit authority. Sole source purchasing at any level should be subject to approval by the Board of Commissioners.

Accreditation standards of the Association of Zoos and Aquariums (AZA) require that animal diets be of a quality and quantity suitable for each animal’s nutritional and psychological needs. Central Nebraska Packing Inc. is the only vendor the Potter Park Zoo veterinarian and general curator would approve buying meat from for animal diets at this time. For these reasons, PPZ recommends authorization of felines and carnivore meat purchases from Central Nebraska Packing, Inc. as a sole source vendor.

6. **Register of Deeds – Resolution Honoring Martha Duncan-Miles**

A resolution is offered in honor of Martha Duncan-Miles in recognition of more than 50 years of dedicated service to Ingham County citizens and communities.
7a. Human Resources Department - Resolution Approving the Letter of Understanding with Capitol Office and Professional Employees International Union Regarding the Finance Clerks

Ingham County absorbed the former Ingham County Road Commission in June 2012, creating the Ingham County Road Department. Upon determination that the nature of their work is more appropriately performed and supervised in the Financial Services Department, the Road Commission Finance Clerks were reassigned accordingly. The County met with the Office and Professional Employees International Union (OPEIU) on a number of occasions, including the use of a State Mediator, to discuss this transition. The result of these meetings is a Letter of Understanding (LOU) recommended for approval by the Human Resources Department. Relocation of these employees to the Financial Services Department has resulted in increased operational efficiency and provides consistent oversight by an Accountant and the Director of the Financial Services Department.

7b. Human Resources Department - Resolution Approving the Letter of Understanding with Capitol City Labor Program, Inc. – 911 Non-Supervisory Unit Regarding Vacation Maximum Accumulation

The Ingham County 911 Dispatch Center continues to experience staffing shortages that result in reduced vacation time opportunities for current employees who are allowed to accumulate up to 320 hours of vacation time. It is the desire of the parties to establish a temporary procedure to pay employees for hours in excess of the maximum so earned vacation time is not lost. Only a few long-term employees will approach the maximum accrual. Similar letters of understanding have been executed with limited duration for this unit and with the Corrections Unit in response to staffing shortages. The Human Resources Department recommends approval of this Letter of Understanding.

7c. Human Resources Department - Resolution Certifying Representatives for the MERS Annual Conference

Municipal Employees’ Retirement System (MERS) will hold its 70th Annual Meeting at the Grand Traverse Resort in Acme from September 28 and 29, 2016. Governing bodies of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members and appoint an officer delegate of the governing body. The elected Employee Delegate for the 2016 MERS Annual Conference is 9-1-1 Dispatcher James Huff, and following approval by the Board, the Officer Delegate will be the County Controller. Expenses associated with the Annual Meeting will not exceed $1,400.

7d. Human Resources - Negotiation Update (Closed Session)

The Human Resources Department requests a closed session to discuss matters associated with negotiation of collective bargaining agreements as allowed under the Open Meetings Act (MCL 15.268(c)).
8a. **Controller - Purchasing Procedures Policy Discussion**

The Purchasing Director and Controller will be present to discuss parameters for a revised purchasing procedures policy. This discussion will focus on spending limits, definition of terms, and purchasing procedures. A draft policy that includes input from department heads and revisions from previous meetings is included.

8b. **Controller - Draft Debt Financing Policy Discussion**

Noting a number of potential building projects in the near future, statements made in budget narratives, and promises made to rating agencies, the Controller will present a draft Debt Financing Policy for consideration. The draft policy sets forth comprehensive guidelines for the financing of capital expenditures. A draft policy that includes input from impacted department heads is included.

8a. **Controller – Performance Review Policy Discussion**

The Human Resources Director and Controller will be present to discuss parameters for a performance review policy.

8b. **Controller – Transparency in Bidding Policy Discussion**

Noting a number of potential building projects in the near future, statements made in budget narratives, and promises made to rating agencies, the Controller will present a draft Debt Financing Policy for consideration. The sample draft sets forth comprehensive guidelines for the financing of capital expenditures. A legal opinion from Corporation Counsel will be distributed at the meeting.
Introductions by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTRACT WITH LEGAL SERVICES OF SOUTH CENTRAL MICHIGAN TO TAKE CLIENT REFERRALS FROM INGHAM COUNTY REGISTER OF DEEDS AND INGHAM COUNTY TREASURER

WHEREAS, Ingham County and its residents have been hit especially hard by the foreclosure crisis; and

WHEREAS, Ingham County Register of Deeds Derrick Quinney has uncovered potential fraudulent documents in his office that call into question the legality of thousands of foreclosures in his office; and

WHEREAS, the foreclosure crisis has directly impacted the county budget by lowering property values across the county and increased the counties tax foreclosure costs; and

WHEREAS, Legal Services of South Central Michigan has served over 250 Ingham County Residents in the last 2 years based on the county’s funding; and

WHEREAS, Legal Services and the Register of Deeds Office was part of a dozen town halls across the County helping to explain the problem foreclosures present to our communities, and to find victims of illegal foreclosures; and

WHEREAS, Legal Services has helped uncover cases of notary and foreclosure fraud that have been referred to the Attorney General’s office and FBI for investigation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Register of Deeds office and the County Treasurer to continue its contract with Legal Services of South Central Michigan, to refer clients who have been affected by this crisis in the amount of $60,000 to be taken from the delinquent tax fund.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners and County Clerk are hereby authorized sign any necessary documents after approval as to form by the County Attorney.
TO: Board of Commissioners, County Services, & Finance Committees
FROM: Deb Fett, CIO
DATE: 6/28/2016
SUBJECT: Renewal of the MUNIS support

For the meeting agendas of 7/19/2016, 7/20/2016, and 7/28/2016

BACKGROUND

The MUNIS application is the heart of our Finance, Budgeting, Human Resources and Purchasing operations and has been utilized for years in Ingham County. There is an annual maintenance agreement in place to maintain the application, receive support, and receive needed software updates. This support has been purchased every year since Ingham County has owned the application. (Resolutions #15-136, 14-262, 13-261, etc.) Last year’s total maintenance cost was $151,204.26, this year’s cost proposed by Tyler Technologies is $157,533.78, a 4.19% increase. This is within the agreed to increase percentage amount from the original MUNIS contract from 2004.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The funding for the $157,533.78 total will come from the County’s Innovation and Technology Department’s Contract Maintenance Fund #636-95800-932020.

OTHER CONSIDERATIONS

This application is heavily utilized currently and will continue to be so with the addition of the contract module. It is important that there is a reliable support option for any potential issues that our team is unable to reconcile.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for Tyler Technologies in the amount of $157,533.78.
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE RENEWAL OF THE MUNIS SOFTWARE ANNUAL SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES

WHEREAS, Ingham County currently utilizes Tyler Technologies MUNIS Software as our county-wide Financial, Budget, Human Resource, and Purchasing application; and

WHEREAS, annual maintenance is required to maintain the system and had been purchased every year since Ingham County purchased the software; and

WHEREAS, the payment totaling $157,533.78 for annual support is due for the support from July 1st 2016- June 30th 2017; and

WHEREAS, the annual contract amount proposed by Tyler is a 4% from the prior year; and

WHEREAS, this annual payment has been planned for and budgeted and will provide the needed application support and upgrades needed to maintain our current applications.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of support from Tyler Technologies in the amount not to exceed $157,533.78.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology’s Contract Maintenance Fund (636-95800-932020).

BE IT FURTHER RESOLVED, that the Controller is authorized to make any necessary budget adjustments.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.
System Agreement

between

MUNIS, Inc.
370 U. S. Route 1
Falmouth, Maine 04105

and

Ingham County
121 E. Maple St.
Mason, MI 48854-3019
AGREEMENT

This Agreement made this 29th day of March, 2004 between MUNIS, a Maine Corporation, with offices at 370 U.S. Route 1, Falmouth, Maine 04105 (MUNIS) and the Ingham County, with its principal offices at 121 E. Maple St., Mason, MI 48854-3019 (Client).

MUNIS and Client agree as follows:

1. MUNIS shall furnish the products and services as described in this Agreement, and Client shall pay the prices set forth in this Agreement. MUNIS shall mail invoices to Client at the above address to the attention of ________________________

2. This Agreement consists of this Cover and the following Attachments and Exhibits:

   Section A. Investment Summary
   Section B. Software License Agreement
   Section C. Professional Services Agreement
   Section D. Maintenance Agreement
   Section E. Third Party Product Agreement
   Addendum A
   Exhibit 1 - Verification Test
   Exhibit 2 - Support Call Process
   Exhibit 3 - Business Travel Policy
   Exhibit 4 - Disaster Recovery Statement of Work
   Exhibit 5 - Certificate of Liability Insurance
   Exhibit 6 - Modifications
   Exhibit 7 - Business Associate Agreement
   Exhibit 8 - OSDBA
   Exhibit 9 - Client File Layouts
   Exhibit 10 - Escrow Agreement
   Exhibit 11 - Fo:MUNIS

3. The License Fees set forth in the Investment Summary are based on defined category levels. Placement within a category is based on the size of the organization serviced and measured by such factors as operating budget, number of employees, and the number of bills generated for utilities or taxes. The license described in the Software License Agreement is granted at the following category level(s):

<table>
<thead>
<tr>
<th>Group of MUNIS Software Products</th>
<th>Category</th>
<th>Revision</th>
</tr>
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<tbody>
<tr>
<td>Financials</td>
<td>G</td>
<td>2003</td>
</tr>
<tr>
<td>Human Resources</td>
<td>D</td>
<td></td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement, including Addendum A and all Exhibits hereto. This Agreement is effective as of the date last set forth below.

MUNIS, Inc.:  
By: ____________________________  
By: John S. Man, Michael J. Lyons  
President  
Date: 3/29/04

Client: Ingham County  
By: ____________________________  
By: Victor G. Celentino  
Chairperson  
Date: 3/29/04

By: ____________________________  
By: Mike Bryanston  
County Clerk  
Date: 3/29/04

APPROVED AS TO FORM FOR INGHAM COUNTY  
COHL, STOKER, TOSKEY & McGLINCHY, P.C.  
By: ____________________________  
By: Robert D. Townsend  
Date: 3/29/04
### Section A - Investment Summary

**Prepared for:**
Ingham County  
121 E. Maple St.  
Mason, MI 48854-3019

**By:** Gary Dube  
**Date:** 3/24/04  
**Rev. Date:** 3/24/04

**RFP #**

**Attention:** Rodney H. Taylor  
517-676-7371

<table>
<thead>
<tr>
<th>Product</th>
<th>Software</th>
<th>Maintenance</th>
<th>Consulting</th>
<th>Implement</th>
<th>Conversion</th>
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<tbody>
<tr>
<td>AC-G</td>
<td>Accounting, General Ledger, Budgeting, Accounts Payable</td>
<td>$131,750</td>
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<td>Requisitions</td>
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<td>ForMUNIS Go-Docs</td>
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<td>$0</td>
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<td>$950</td>
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**Totals:**  
$409,495  
$73,313  
24  
80  
$76,550  
$19,650

3 of 14.
### Third Party Hardware & System Software

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<tr>
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<th>Qty/Users</th>
<th>Description</th>
<th>Price</th>
<th>Extended</th>
<th>MA Price</th>
<th>MA Extend</th>
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<td>MUNIS GUI Runtime</td>
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<td><strong>ForMUNIS Supplies</strong></td>
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<td>DD Stock</td>
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<td>Freight for DD Stock</td>
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**Total Hardware & System Software**

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<td>OS/DBA</td>
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### Other Professional Services

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<th>Price Ext</th>
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<td>6 MUNIS Workflow Implementation Days</td>
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**Total Other**

|                      | $90,500 |

4 of 14.
## Conversion Options And Prices

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<th>OPTIONS</th>
<th>AC-G</th>
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<td>Std GL: Excel</td>
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<td>Std: Employee, Master</td>
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<td>Spreadsheet</td>
<td>Accounts and</td>
<td>Addresses, Opt</td>
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<td>Retirement, Bond</td>
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<td>Balances up to 3</td>
<td>Opt 1: History</td>
<td>Information, Opt</td>
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<td>yrs</td>
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<td>2: Recurring Pay</td>
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<td>2. GL Opt B:</td>
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<td>Opt 3: Accruals</td>
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<td>Budget up to 3 yrs</td>
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<td>Opt 4: Accumulators</td>
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<td>3. Std AP: AP</td>
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<td>Opt 5: Check History</td>
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<td>Vendors,</td>
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<td>Opt 6: Earnings</td>
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<td>Remittance</td>
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<td>&amp; Deductions</td>
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<td>Addresses, 1099</td>
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<td>History, Opt 7: Applicant</td>
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<td>Amounts</td>
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<td>Tracking</td>
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<td>4. AP Opt A:</td>
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<td>Opt 8: Personnel</td>
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<td>Check History</td>
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<td>Action History</td>
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<td>(Header, Detail)</td>
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<td>Opt 9: Position</td>
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<td>5. AP Opt B:</td>
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<td>Control/History</td>
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<td>Invoices (Header,</td>
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<tr>
<td>Detail)</td>
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<table>
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5 of 14.
## SUMMARY

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<th>Description</th>
<th>Fees</th>
<th>Maintenance</th>
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<td>$73,313</td>
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<td>Total Hardware &amp; System Software</td>
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<td>$3,300</td>
</tr>
<tr>
<td>OS/Database Services</td>
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<td>Total Consulting</td>
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<td>Total Implementation/Training</td>
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<td>Total Conversion</td>
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<td>Total Other</td>
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<tr>
<td><strong>Total Charges</strong></td>
<td>$643,716</td>
<td><strong>$87,613</strong></td>
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Note: Taxes not included.

**Total Quote**: $643,716 plus Annual Support/Maintenance $87,613

### Optional Items

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<th>Implementation Days</th>
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<td>Permits &amp; Code Enforcement</td>
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<td>Disaster Recovery Services</td>
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MUNIS Optional Item Prices will be held firm for a period of 180 days after contract signing. Third party products will be priced as of the time of order.
General Payment Terms
1. Client will pay to MUNIS an initial deposit upon execution of this Agreement that equals 25% of the Application and System Software License Fee and 25% of the Third Party Product Maintenance Fees.
2. Client will pay the second installment to MUNIS upon delivery of the software products that equals 50% of the Application Software License Fee and 75% of the System Software License Fee, and 75% of the Application and System Software Maintenance Fees, and 75% of the Third Party Product Maintenance Fees.
3. The remaining 25% balance of the MUNIS Application Software Fee shall be paid after (a) Client's certification of the software products as outlined in Exhibit 1 of this Agreement, (b) Client's completion of its own validation process, or (c) Client's live processing. In no case, shall this period exceed sixty (60) days after delivery.
4. Services shall be billed as delivered plus expenses and are due and payable net thirty (30) days.

Section B - Software License Agreement
1) Software Product License.
   a) Upon Client's payment of the software products listed on the cover of this Agreement, for the license fees set forth in the Investment Summary, MUNIS shall grant to Client and Client shall accept from MUNIS a non-exclusive, nontransferable, nonassignable license to use the software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this Software License Agreement.
   b) The software products, accompanying documentation and related materials, and any modifications and enhancements to such software products and any related interfaces shall remain with MUNIS.
   c) The software products are not licensed to perform functions or processing for subdvisions or entities that were not considered by MUNIS when MUNIS placed Client in the categories listed on the cover of this Agreement.
   d) The right to transfer this license to a replacement hardware system is included in this Software License Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client. Advance written notice of any such transfer shall be provided to MUNIS.
   e) Client agrees that the software products, any modifications and enhancements and any related interfaces are proprietary to MUNIS and have been developed as a trade secret at MUNIS' expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.
   f) The software products may be modified, but such modification shall be solely for the use on Client's system and shall not cause Client or anyone performing such modification to gain any proprietary or other interest in the software products or such modifications. Client shall not perform decompilation, disassembly, translation or reverse engineering on the software products.
   g) MUNIS requires that any modifications to the software products, shall not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by MUNIS.
   h) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.
   i) The term of the license granted by this Section shall be perpetual.

2) License Fees.
   a) Client agrees to pay MUNIS, and MUNIS agrees to accept from Client as payment in full for the license herein, the total sum of the MUNIS license fees set forth in the Investment Summary.
   b) The license fees listed in the Investment Summary do not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to MUNIS on demand in the event that MUNIS is responsible or demand is made on MUNIS for the payment thereof. If tax exempt, Client must provide MUNIS with Client's tax exempt number or form.
   c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: MUNIS Chief Financial Officer at the address listed on the cover of this Agreement. Such written notice shall be provided to MUNIS within fifteen (15) days. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. MUNIS shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by MUNIS and Client to resolve any issues presented in Client's notification to MUNIS. While payment may be withheld payment of only the amount actually in dispute until MUNIS provides the required written response, and full payment shall be remitted to MUNIS upon MUNIS' completion of all material action steps required to remedy the disputed matter. If MUNIS is unable to complete all material action steps required to remedy the disputed matter before Client has not completed the action steps required of Client, Client shall pay the disputed amount. Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, MUNIS reserves the right to suspend delivery of all services under the Investment Summary, this Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.
3) Verification of the Software Products:

a) At the Client's request, within thirty (30) days after the software products have been installed on Client's systems, MUNIS will test the software products in accordance with MUNIS standard verification procedure, by demonstrating to Client that the software products perform all of the functions identified in Exhibit 1 of this Software License Agreement, which demonstration shall constitute Client's verification that the software products substantially comply with MUNIS' standard for the most current version of the software products and functional descriptions of the software found in MUNIS' written proposal to Client. Upon such verification, Client shall pay the remaining balance in accordance with the payment terms in Addendum A.

b) At its option, Client's own defined internal validation process to test the software to conform to all of the functions identified in Exhibit 1 of this Software License Agreement, which validation test shall constitute Client's verification that the software products substantially comply with MUNIS' standard for the most current version of the software products and functional descriptions of the software found in MUNIS' written proposal to Client. Upon such validation, Client shall pay the remaining balance in accordance with the payment terms in Addendum A.

c) Notwithstanding anything contrary herein, Client's use of the software products for its intended purpose shall constitute Client's verification of the software products, without exception and for all purposes.

d) Verification or validation that the software products substantially comply with MUNIS' user manuals for the most current version of the software products and functional descriptions of the software found in MUNIS' written proposal to Client by Client shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud and the operation of any provision of this Agreement which specifically survives verification. In the event said verification becomes other than final, or becomes inchoate, pursuant to this paragraph, Client's sole right and remedy against MUNIS shall be to require MUNIS to correct the cause thereof.

e) MUNIS shall promptly correct any functions of the software products which failed the standard verification testing or failed to comply with MUNIS' user manuals for the most current version of the software products and functional descriptions of the software found in MUNIS' written proposal to Client. If Client has made modifications to the software programs, MUNIS will not make such corrections, unless such modifications were specifically authorized in writing by MUNIS.

4) Schedule of Verification. MUNIS will install the software products and cause the same to be verified within sixty (60) days after Client makes available to MUNIS the equipment time which the software product is to be loaded. MUNIS shall exercise reasonable efforts to cause the software products to be verified according to the schedule set forth in this paragraph, but MUNIS shall not be liable for failure to meet said schedule if, and to the extent, said failure is due to causes beyond its control and without the fault of MUNIS.

5) Limited Warranty: MUNIS warrants that the then current, unmodified version of the MUNIS Software Products will substantially conform to the then current version of its published Documentation. If the Software Products do not perform as warranted, MUNIS' obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Said corrections will be made in accordance with the Support Agreement between the parties, as more fully described in Exhibit 2. Should MUNIS be unable to cure the defect within the replacement product, Client shall be entitled to a refund of the price paid for application. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE ARE HEREBY EXCLUDED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6) Limitation of Liability:

a) In the event that the software products are determined to infringe upon any existing United States patent copyright or trademark rights held by any other person or entity, MUNIS shall defend and hold harmless Client and its officers, agents and employees from any claim or proceeding brought against Client and from any cost damages and expenses finally awarded against Client which arise as a result of any claim that is based on an assertion that Client's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright or trademark provision that Client notifies MUNIS promptly of any such claim or proceeding and gives MUNIS full and complete authority, information and assurances to defend such claim or proceeding and further provided that MUNIS shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement provided that MUNIS shall consult with Client regarding such defense. In the event that the software products are finally held to be infringing and use by Client is enjoined, MUNIS shall, at its election: (1) procure for Client the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or (3) if procurement of the right to use or modification or replacement cannot be completed by MUNIS, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. MUNIS shall have no liability hereunder if Client modified the software products in any manner without the prior written consent of MUNIS and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been cured by Client's use of the most current revision of the software products. The foregoing states MUNIS' entire liability and Client's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

b) THE RIGHTS AND REMEDIES SET FORTH IN THIS SOFTWARE LICENSE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION.

c) In no event shall MUNIS be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software products. MUNIS' liability for damages arising out of this Software License Agreement, whether based on a theory of
contract or tort, including negligence and strict liability, shall be limited to the MUNIS license fee identified in the Investment Summary. The license fee set forth in the Investment Summary reflect and are not in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Software License Agreement.

7) Dispute Resolution. In the event of a dispute between the parties under this Software License Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the prevailing rules of the American Arbitration Association.

8) No Intended Third Party Beneficiaries. This agreement is entered into solely for the benefit of MUNIS and Client. No third party shall be deemed a beneficiary of this agreement, and no third party shall have the right to make any claim or assert any right under this agreement.

9) Governing Law. This Software License Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

10) Entire Agreement. This Software License Agreement, including Exhibit 1 and the functional description of the software products found in MUNIS written proposal to Client, represents the entire agreement of Client and MUNIS with respect to the software products and supersedes any prior agreements, understandings and representations, written or oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Software License Agreement and the functional description of the software products found in MUNIS written proposal to Client.

b) If any term or provision of this Software License Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Software License Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Software License Agreement shall be valid and enforced to the fullest extent permitted by law.

c) This Software License Agreement may only be amended, modified or changed by written instrument signed by both parties.

11) Cancellation or Termination. In the event of cancellation or termination of this Software License Agreement, Client will pay to MUNIS for all software products, services and expenses delivered or incurred prior to the termination or cancellation of this Software License Agreement.

12) Approval of Governing Body. Client represents and warrants to MUNIS that this Software License Agreement has been approved by its governing body and is a binding obligation upon Client.

Section C - Professional Service Agreement

1) Services Provided. MUNIS shall provide some or all of the following services to Client:

a) Installation as described in the Investment Summary;

b) Conversion of Client's existing data as set forth in the Investment Summary;

c) Training/Implementation in the quantity set forth in the Investment Summary;

d) Consulting/Analysis in the quantity set forth in the Investment Summary; and

e) Verification Testing as described in the Software License Agreement.

2) Professional Services Fees.

a) Notwithstanding specific prices to the contrary identified in the Investment Summary, all services will be invoiced in half-day and full-day increments as delivered plus expenses.

b) Upon the completion of each calendar day, or group of days, MUNIS will present a Customer Service Report. Client will sign the report indicating acceptance of the service day and its subsequent billing, or noting reasons for Client's non-acceptance of such. This acceptance is final.

c) All requests for supporting documentation shall be made within thirty (30) calendar days of invoice delivery.

d) The rates for Acceptance Testing shall be the same as the Training/Implementation rates set forth in the Investment Summary.

e) The rates listed in the Investment Summary do not include any tax or other governmental impostions including, without limitation, sales, use or excise tax. All applicable sales tax, use tax or excise tax shall be paid by Client and shall be paid over to the proper authorities by Client or reimbursed by Client to MUNIS on demand. In the event that MUNIS is responsible or demand is made on MUNIS for the payment thereof. If tax exempt, Client must provide MUNIS with Client's tax exempt number or form.

f) Payments due within thirty (30) calendar days of invoice.

g) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: MUNIS Chief Financial Officer as the address listed on the cover of this Agreement. Such written notice shall be provided to MUNIS within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. MUNIS shall provide a written response or an explanation of an adjustment to the invoice and an action plan that will out the reasonable steps needed to be taken by MUNIS and Client to resolve any issues presented in Client's notification to MUNIS. Client may withhold payment of only the amount actually in dispute until MUNIS provides the required written response; and full payment shall be remitted to MUNIS upon MUNIS completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentences, if MUNIS is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.
h) Any invoice not disputed as described above shall be deemed accepted by the Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, MUNIS reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, this Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.

3) Additional Services. Services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at MUNIS then current market rate for the service as they are incurred.

4) Limitation of Liability. MUNIS' liability for damages arising out of this Professional Services Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the professional service fees identified in the Investment Summary. The client shall not in any event be entitled to, and MUNIS shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature. The professional service fees set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Professional Services Agreement.

5) Dispute Resolution. In the event of a dispute between the parties under this Professional Services Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

6) No Intended Third Party Beneficiaries. This Professional Services Agreement is entered into solely for the benefit of MUNIS and Client. No third party shall be deemed a beneficiary of this Professional Services Agreement; and no third party shall have the right to make any claim or assert any right under this Professional Services Agreement.

7) Governing Law. This Professional Services Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

8) Cancellation or Termination. In the event of cancellation or termination of this Professional Services Agreement, Client will make payment to MUNIS for all services and expenses delivered or incurred prior to the termination or cancellation of this Professional Services Agreement.

9) Entire Agreement.

a) This Professional Services Agreement represents the entire agreement of Client and MUNIS with respect to the professional services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Professional Services Agreement.

b) If any term or provision of this Professional Services Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Professional Services Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Professional Services Agreement shall be valid and enforceable to the fullest extent permitted by law.

c) This Professional Services Agreement may only be amended, modified or changed by written instrument signed by both parties.

10) Approval of Governing Body. Client represents and warrants to MUNIS that this Professional Services Agreement has been approved by its governing body and is a binding obligation upon Client.
Section D - Maintenance Agreement

1) Scope of Agreement. The Client agrees to purchase and MUNIS agrees to provide services for the software products listed on the cover of this Agreement in accordance with the following terms and conditions. Both parties acknowledge that this Maintenance Agreement covers both Support for the software products listed on the cover of this Agreement and Licensing of updates of such installed software products.

2) Term of Agreement. This Maintenance Agreement is effective as of the effective date listed on the cover of this Agreement and shall remain in force for one year term. Upon termination of this Maintenance Agreement, Client may renew the Maintenance Agreement for subsequent one year periods at the then current fee structure as established by MUNIS.

3) Payment. 
   a. Client agrees to pay MUNIS the amount identified in the Investment Summary for licensing and support services, as described below. The annual amount identified in the Investment Summary shall be reduced by twenty-five percent (25%) for the first year. This payment is due and payable in accordance with the General Payment Terms of this Agreement.

   b. Additional Charges. Any maintenance performed by MUNIS for the Client which is not covered by this Maintenance Agreement will be charged at MUNIS’ then current market rates. All materials supplied in connection with such non-covered maintenance or support plus expenses will be charged to Client.

   c. Support and services will be suspended whenever Client’s account is thirty (30) calendar days overdue. Support and services will be reinstated when Client’s account is made current.

4) Terms and Conditions for Licensing of Updates of the Installed Software Products.
   a. Client is hereby granted the non-exclusive and nontransferable license and right to use the additional versions of the installed software products listed on the Cover of this Agreement which MUNIS may release during the term of this Maintenance Agreement. MUNIS agrees to extend and Client agrees to accept a license subject to the terms and conditions contained herein for the installed software products.

   b. The installed software products listed are licensed for use only for the benefit of Client listed on the cover of the Agreement. The software products are not licensed to perform functions or processing for subdivisions or entities that were not considered by MUNIS when MUNIS placed Client in the categories listed on the cover of this Agreement.

   c. As long as a current Maintenance Agreement is in place, this License may be transferred to another hardware system used for the benefit of Client. Client agrees to notify MUNIS prior to transferring the licensed products to any other system. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Client.

   d. Client agrees that the software products are proprietary to MUNIS and have been developed as a trade secret at MUNIS’ expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.

   e. The software products may be modified but such modification shall be only for the use on the Client’s system for which the hardware products are licensed and shall not cause the Client or anyone performing such modification to gain any proprietary or other interest in the software products. If Client has made modifications to the software products, MUNIS will not support the modified software products, unless modifications were specifically authorized in writing by MUNIS.

   f. Client may make copies of the licensed software products for archival purposes only. The Client will not be copied except for internal use.

   g. For as long as a current Maintenance Agreement is in place, MUNIS shall promptly correct any functions of the software products which fail substantially comply with MUNIS’ user manuals for the most current version of the software products. If Client has made modifications to the software products, MUNIS will not make such corrections, unless modifications were specifically authorized in writing by MUNIS.

5) Terms and Conditions for Support.
   a. MUNIS shall provide software-related telephone support to the Client. Phone calls will be accepted by support personnel during MUNIS’ normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday). Assistance and support requests which require special assistance from MUNIS’ development group will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.

   b. MUNIS will continue to maintain a master set of the current computer program on appropriate media, as well as hardcopy printout of source code programs and documentation.

   c. MUNIS will maintain staff that is appropriately trained to be familiar with the software products in order to render assistance, should it be required.

   d. MUNIS will provide Client with all updates that MUNIS may make to the then current version of the installed software products covered in this Agreement.

   e. MUNIS will make available to Client update(s) of the installed software products. In the case of system software update(s), Client will be required to pay whatever fee the manufacturer charges for the update. Client understands that and agrees that six (6) months after shipment by MUNIS of updates, MUNIS shall cease to support the earlier version, and for that balance of the term, MUNIS shall support the update.

6. Limitations and Exclusions. The support and services of this Maintenance Agreement do not include the following:

   a. Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of normal business hours.
b) Client shall be responsible for implementing at its expense, all changes to the current version. Client understands that changes furnished by MUNIS for the current version are for implementation in the current installed software products version as it exists without customization or client alteration.
7. Client Responsibilities.
   a) Client shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space, adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
   b) In the event Client uses the software products licensed herein on a UNIX platform, Client shall maintain for the duration of the Agreement an internet (TELNET) connection. In the event Client uses the software products licensed herein on a NT platform, Client shall maintain a dialup connection through PC-Anywhere. MUNIS, in its option, shall use the connection to assist with problem diagnosis and resolution.
8. Non-Assignability. The Client shall not have the right to assign or transfer its rights hereunder to any party.
9. Exculpated Nonperformance. MUNIS shall not be responsible for delays in servicing the products covered by this Maintenance Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
10. Limitation of Liability. The liability of MUNIS is hereby limited to a claim for a money judgment not exceeding the fees paid by the Client for services under this Maintenance Agreement. The client shall not in any event be entitled to, and MUNIS shall not be liable for, indirect, special, incidental, consequential or exemplary damages of any nature.
11. Governing Law. This Maintenance Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.
12. Entire Agreement.
   a) This Maintenance Agreement represents the entire agreement of Client and MUNIS with respect to the maintenance of the software products and supersedes any prior agreements, understandings and representations, written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this agreement it did not rely on any representations or warranties other than those explicitly set forth in this Maintenance Agreement.
   b) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Maintenance Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Maintenance Agreement shall be valid and enforced to the fullest extent permitted by law.
   c) This Maintenance Agreement may only be amended, modified or changed by written instrument signed by both parties.
Section E - Third Party Product Agreement

1. Agreement to License or Sell third party products. For the price set forth in the Investment Summary (Hardware & System Software), MUNIS agrees to license or sell and deliver to Client, and Client agrees to accept from MUNIS the third party products set forth in the Investment Summary.

2. License of Third Party Software Products
   a) Upon Client's payment for the third party software products listed in the Investment Summary, for the license fees set forth in the Investment Summary, MUNIS shall grant to Client and Client shall accept from MUNIS a non-exclusive, non-transferable, non-assignable license to use the third party software products and accompanying documentation and related materials for internal business purposes of Client, subject to the conditions and limitations in this section.
   b) Ownership of the third party software products, accompanying documentation and related materials, shall remain with the third party manufacturer or supplier.
   c) The right to transfer this license in a replacement hardware system is governed by the Third Party. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to Client.
   d) Client agrees that the third party software products are proprietary to the third party manufacturer or supplier and have been developed as a trade secret at the third-party's expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosure by any party of any or all of the third party software products or accompanying documentation.
   e) Client shall not perform disassembly, decompilation, translation or reverse engineering of the software products.
   f) Client may make copies of the software products for archive purposes only. Client will retain any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

3. Price. Client agrees to pay MUNIS and MUNIS agrees to accept from Client as payments in full for the third party products, the price set forth in the Investment Summary at the following manner:
   a) Twenty-five percent (25%) of the price of all third party products listed in the Investment Summary upon execution of this Agreement and
   b) The remaining balance of the price of each item delivered to Client upon delivery of each product.
   c) In the event of any disputed invoice, Client shall provide written notice of such disputed invoice to Attention: MUNIS Chief Financial Officer at the address listed on the cover of this Agreement. Such written notice shall be provided to MUNIS within fifteen (15) calendar days of Client's receipt of the invoice. An additional fifteen (15) days is allowed for the Client to provide written clarification and details for the disputed invoice. MUNIS shall provide a written response to Client that shall include either a justification of the invoice or an explanation of an adjustment to the invoice and an action plan that will outline the reasonable steps needed to be taken by MUNIS and Client to resolve any issues presented in Client's notification to MUNIS. Client may withhold payment of only the amount actually in dispute until MUNIS provides the required written response, and full payment shall be remitted to MUNIS upon MUNIS' completion of all material action steps required to remedy the disputed matter. Notwithstanding the foregoing sentence, if MUNIS is unable to complete all material action steps required to remedy the disputed matter because Client has not completed the action steps required of them, Client shall remit full payment of the invoice.
   d) Any invoice not disputed as described above shall be deemed accepted by Client. If payment of any invoice that is not disputed as described above is not made within sixty (60) calendar days, MUNIS reserves the right to suspend delivery of all services under the Investment Summary, the Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and the Third Party Product Agreement.

   a) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment, insurance and tax for transit for the third party products from the supplier's place of manufacture to Client's site.
   b) The price listed in the Investment Summary does not include any tax or other governmental impositions including, without limitation, sales, use or excise tax. If applicable, Client must provide MUNIS with Client's tax exempt number or form.

5. F.O.B. Point. Delivery of each third party product shall be F.O.B. Client's site.

6. Schedule of Delivery. Delivery of each third party product shall take place according to mutually agreeable schedule, but MUNIS shall not be liable for failure to meet the agreed upon schedule if, and to the extent, said failure is due to events beyond the control and without the fault of MUNIS.

7. Installation and Acceptance.
   a) Unless otherwise indicated in the Investment Summary, the price includes installation of the third party products. Upon the completion of installation, Client shall obtain from the installer a certification of completion, or similar document, which certification or similar document shall constitute Client's acceptance of the third party products. Such acceptance shall be final and conclusive except for latent defects, fraud, such gross mistakes as amount to fraud and rights and remedies available to Client under the paragraph hereof entitled Warranties.
8. Site Requirements. Client shall provide:
   a) a suitable environment, location and space for the installation and operation of the third party products;
   b) sufficient and adequate electrical circuits for the third party products; and
   c) installation of all required cables.

   a) MUNIS is authorized by the manufacturer or supplier of all third party software products listed in the Investment Summary to grant licenses or sublicenses to such products
   b) Unless otherwise noted in Addendum A, MUNIS warrants that each third party product shall be new and unused, and if Client fully and faithfully performs each and every obligation required of it under the Third Party Product Agreement, Client's title to or license to each third party product shall be free and clear of all liens and encumbrances arising through MUNIS
   c) The parties understand and agree that MUNIS is not the manufacturer of the third party products. As such, MUNIS does not warrant or guarantee the condition of the third party products or the operation characteristics of the third party products. MUNIS hereby grants and gives Client any warranty adjustments that MUNIS may receive from the manufacturer or supplier of the third party products
   d) THE WARRANTIES SET FORTH IN THIS THIRD PARTY PRODUCT AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER RIGHTS AND REMEDIES REPRESENTATIONS OR WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SYSTEM INTEGRATION

10. Maintenance. In the event Client elects not to purchase through MUNIS maintenance services on the third party products licensed and/or sold herein, it shall be the responsibility of Client to repair and maintain the third party products after acceptance.

11. Limitation of Liability. In no event shall MUNIS be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the third party products. MUNIS liability for damages arising out of this Third Party Product Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to the price of the third party products set forth in the Investment Summary. The prices set forth in the Investment Summary reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as are set forth in this Third Party Product Agreement.

12. Dispute Resolution. In the event of a dispute between the parties under this Third Party Product Agreement pertaining to pecuniary damages or losses, the matter shall be settled by arbitration in accordance with the then prevailing rules of the American Arbitration Association.

13. Governing Law. This Third Party Product Agreement shall be governed by and construed in accordance with the laws of Client's state of domicile.

14. Cancellation or Termination. In the event of cancellation or termination of this Third Party Product Agreement, Client will make payment to MUNIS for all products and related services and expenses delivered or incurred prior to the termination or cancellation of this Third Party Product Agreement.

15. Entire Agreement.
   a) This Third Party Product Agreement represents the entire agreement of Client and MUNIS with respect to the third party products and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied or statutory. Client hereby acknowledges that in entering into this agreement, it relied not on any representations or warranties other than those explicitly set forth in this Third Party Product Agreement.
   b) If any term or provision of this Third Party Product Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Third Party Product Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Third Party Product Agreement shall be valid and enforced to the fullest extent permitted by law.
   c) This Third Party Product Agreement may only be amended, modified or changed by written instrument signed by both parties.

16. Approval of Governing Body. Client represents and warrants to MUNIS that this Third Party Product Agreement has been approved by its governing body and is a binding obligation upon Client.
Addendum A

The following are modifications to the System Agreement:

1. **Phase I**  
   **Target Live Date: October 1, 2004**  
   Accounting, General Ledger, Budgeting, Accounts Payable  
   Project Accounting  
   Requisitions  
   Purchase Orders  
   MUNIS Office  
   ForMUNIS

   **Phase II**  
   **Target Live Date: January 1, 2005**  
   Contract Management  
   Accounts Receivable/Cash Receipting  
   General Billing  
   Fixed Assets  
   MUNIS Crystal Reports

   **Phase III**  
   **Target Live Date: April 1, 2005**  
   Payroll/Personnel Management  
   Applicant Tracking

2. **Payment Terms.** These payment terms supersede all payment terms specified in the Software License Agreement, Professional Services Agreement, Maintenance Agreement and Third Party Products Agreement.
   a. Client will pay to MUNIS an initial deposit upon execution of this Agreement of $131,039.38 that equals:
      
      25% of the Application Software License Fees for both phases ($102,373.75)  
      25% of the first annual Phase I Application Software Maintenance Fees
      
      ($9,665.63)
      
      25% of the first annual OSDBA Fee ($2,750)  
      25% of the Policy & Procedure Review/Benchmarks Fee ($8,750)  
      25% of the Policy & Procedure Manuals Fee ($7,500)

   b. $261,794.38 is due upon delivery of the MUNIS software products and MUNIS GUI Runtime and payable sixty (60) days thereafter. Such sum equals:
      
      50% of the Application Software License Fees for both phases ($204,747.50)  
      75% of the first annual Phase I Application Software Maintenance Fees
      
      ($28,996.88)
      
      100% of the Third Party Hardware/System Software License Fees ($16,500)  
      100% of the first annual Third Party Hardware/System Software Maintenance Fees ($3,300)

   c. 10% balance of the Phase I Application Software License Fees equaling $25,182 shall be paid after (a) Client's verification of the software products as outlined in Exhibit 1 of this Agreement, and (b) Client's completion of its own validation process, or (c) Client's live processing. Unless the software products fail verification, this period shall not exceed ninety (90)
days after installation. The total cost of all products and services acquired under this Agreement will not exceed $731,329, not including modifications listed in Exhibit 6.

d. Client will pay $4,221 upon delivery of the ForMUNIS supplies that equals 100% of the ForMUNIS supplies.

e. Client will pay $37,773 (15% of the Phase I Application Software License Fees) thirty (30) days from the Phase I live date, with such live date not to exceed October 1, 2004, provided MUNIS has resolved all Priority 0 and 1 issues reported during such thirty-day period.

f. Client will pay the remaining MUNIS Consulting Group services 25% upon delivery of the draft document and 50% upon delivery of the final document.

g. Client will pay to MUNIS $35,842.50 upon Initiation of Phase II, not to exceed October 1, 2004. Such sum equals:

10% of the Phase II Application Software License Fees ($11,092.50)
100% of the first annual Phase II Application Software Maintenance Fees ($24,750)

h. Client will pay to MUNIS $16,638.75 (15% of the Phase II Application Software License Fees) thirty (30) days from the Phase II live date, with such live date not to exceed January 1, 2005, provided MUNIS has resolved all Priority 0 and 1 issues reported during such thirty-day period.

i. Client will pay to MUNIS $21,587.50 fifteen (15) days from the Phase III live date, with such live date not to exceed April 1, 2005, provided MUNIS has resolved all Priority 0 and 1 issues reported during such thirty-day period. Such sum equals:

25% of the Phase III Application Software License Fees ($11,687.50)
100% of the first annual Phase III Application Software Maintenance Fees ($9,900)

j. Fees for modification are payable 50% upon delivery of mutually agreed specifications and 50% upon delivery of modification.

In the event an initiation or live date is postponed due to MUNIS’ action or inaction, the associated payment will be postponed the corresponding number of days. In the event an initiation or live date is postponed due to Client’s action or inaction, the associated payment will be due on the date indicated herein.

3. Prices do not include travel expenses incurred in accordance with MUNIS’ then-current Business Travel Policy. MUNIS current Business Travel Policy is attached hereto as Exhibit 3. If practical and cost effective MUNIS shall use Capital City Airport for all airline travel.

4. Implementation, Consulting, Conversion, and Installation Services, plus expenses, are billed as provided and are due and payable thirty (30) days from receipt of invoice. Notwithstanding the foregoing, the first twenty-three (23) Implementation Services days will billed to Client upon verification in accordance with Addendum A #1(c).

5. MUNIS will extend to Client any discount offered to other existing MUNIS clients on additional products or services. MUNIS will charge Client the same rates for additional products and services as MUNIS charges other existing clients in the same category as Client.
6. Client may purchase Disaster Recovery Services as outlined in the Disaster Recovery Statement of Work attached hereto as Exhibit 4. The cost for the first year of such Service shall be $15,000 if purchased by Client within one (1) year from the effective date of this Agreement. This amount is payable per the Statement of Work.

7. It is expressly understood and agreed that MUNIS' personnel in the performance of services required under the Contract Documents will come into contact with the Client's software, data, and security codes. To the extent necessary for the performance of services under the Contract Documents, MUNIS shall be given access to said software, data, and codes. All said software, data, and security codes shall be considered to be confidential and shall not be disclosed by MUNIS, persons under its employ, MUNIS' contractors, or to any third party without the prior written consent of the Client's Director of Management Information Systems (MIS) Department. Such disclosure shall be for the limited purpose authorized by the Client's MIS Director and made subject to the terms and conditions of this section of the Contract Documents. Upon completion of the provision of products and performance of services required by the Contract Documents, MUNIS shall return and/or destroy as the Client's MIS Director may direct all information or data and any copies which may have been made thereof of the Client's software, data and security codes it may have obtained under the Contract Documents. If requested by the Client's MIS Director, MUNIS shall provide the Client with written, signed and notarized certification that all information and copies thereof on the Client's software, data and security codes have been returned and/or destroyed as required by Client’s MIS Director. Breach of this section is a material breach of the Contract Documents and the Client may pursue any remedies available under the Contract Documents and/or at law or in equity.

8. The second sentence of Item 2e of the Software License Agreement is hereby modified as follows: "Such written notice shall be provided to MUNIS within thirty (30) calendar days of receipt of invoice."

9. Item 5 of the Software License Agreement is hereby modified as follows: "MUNIS warrants that the then-current, unmodified version of the MUNIS Software Products will substantially conform to the Documentation, meaning the then-current version of the MUNIS user manuals and the Response Forms Checklist-Section 9.1 in MUNIS' Proposal in response to Client's Request for Proposal. Any reference to Documentation in the Agreement shall include the aforementioned documents. If there is an inconsistency between such documents, the then-current version of the MUNIS user manuals will control. Should MUNIS be unable to cure the defect or provide a replacement product, Client at its option shall be entitled to a refund of the Application Software License Fee and prorated Application Software Maintenance Fee, both associated with the defective MUNIS software product."

10. MUNIS warrants that the acceptable system performance standards defined as maximum three (3) second response time on indexed fields during normal business hours for common inquiries (excluding batch or report jobs), will be obtained for two (2) years following verification of the MUNIS software products. In the event of breach of this warranty due to MUNIS' failure to recommend hardware sufficient in size and/or capacity, MUNIS shall provide at no additional cost to Client either a replacement unit or additional hardware to remedy breach of the warranty contained herein. If the issue is a database design or coding issue, MUNIS shall correct the breach at no charge.
11. MUNIS warrants that the third party products licensed/sold herein i) are compatible and operational with the MUNIS software products licensed herein and ii) will operate in accordance with the Contract Documents.

12. MUNIS' obligation to defend and hold Client harmless per Item 6a of the Software License Agreement includes attorneys' fees, subject to the terms of Item 28 of this Addendum A.

13. The understanding between the parties is detailed in the following documents (collectively, "Contract Documents"), listed in the order of precedence in the event of inconsistency:
   a. This Addendum A,
   b. Attached Communications
      - Email from Gary Dube to Rodney Taylor dated March 22, 2004 entitled "EEOC - Vendor File"
      - Email from Gary Dube to Rodney Taylor dated March 16, 2004 entitled "Response to Email / Exhibit 6" (with attachments "Response to Email (March)" and "Ingham County MI Exhibit 8 Modifications 012504")
      - Email from Jonathan Grace to Rodney Taylor dated March 6, 2004 entitled "Additional PAR Requirements" (with attachments "Ingham County, MI MUNIS Response to E-mail and Exhibit 6 Modifications")
      - Email from Gary Dube to Rodney Taylor dated February 12, 2004 entitled "Contracts Management enhancement" (with attachment "Ingham County – Contracts Management enhancements")
      - Email from Gary Dube to Rodney Taylor dated February 10, 2004 entitled "RE: Contract Management/live call/imaging"
      - Email from Gary Dube to Rodney Taylor dated February 10, 2004 entitled "RE: Re: New System"
      - Email from Rodney Taylor to Gary Dube dated January 29, 2004 entitled "document" (with attachment "Contract Data Base Field Definitions")
      - Email from Gary Dube to Jack Restuccia and Rodney Taylor dated January 7, 2004 entitled "FW: Ingham County examples (1)"
      - Email from Gary Dube to Rodney Taylor dated January 6, 2004 entitled "RE: Munis – Conversion"
      - Email from Gary Dube to Rodney Taylor dated January 5, 2004 entitled "RE: Munis – Conversion"
      - Email from Gary Dube to Rodney Taylor dated December 29, 2003 entitled "RE: escrow"
      - Email from Gary Dube to Rodney Taylor dated December 22, 2003 entitled "Re: munis on-line product"
      - Email from Gary Dube to Rodney Taylor and Jack Restuccia dated December 16, 2003 entitled "MUNIS Data Conversion options" (with attachment "Conversion Services")
      - Email from Gary Dube to Rodney Taylor dated October 7, 2003 entitled "RE: Question"
      - Email from Gary Dube to Rodney Taylor dated October 3, 2003 entitled "OSDBA Information" (with attachments "What is OS/DBA?" and "MUNIS OSDBA")
      - Email from Gary Dube to Rodney Taylor dated October 1, 2003 entitled "Payroll Accrual Posting enhancement (Jack R.)"
      - Email from Gary Dube to Rodney Taylor dated September 29, 2003 entitled "RE: more questions" (with attachments "Michigan Tax BS&A
Interface" and letter from Gary Dube to Rodney Taylor dated September 29, 2003

- Email from Gary Dube to Rodney Taylor dated September 22, 2003 entitled "Sun Solaris support"
- Email from Gary Dube to Rodney Taylor dated September 15, 2003 entitled "Enhancements" (with attachment "Ingham County, MI MUNIS Enhancements September 15, 2003")
- Letter from Gary Dube to Amy Saap dated June 26, 2003

c. The remainder of the System Agreement, including:
   i. Cover Sheet,
   ii. Investment Summary, and
   iii. Sections A through E.

d. MUNIS' Proposal in response to Client's Request for Proposal

e. Client's Request for Proposal.

14. Should a service day be less than four (4) hours, not including travel time, Client will be billed the half-day rate. Client recognizes that MUNIS attempts to provide services on a half day and full day basis. MUNIS will not deliver less than eight hours for a full day and less than four hours for a half day unless mutually agreed upon. MUNIS recognizes that if on-site, and the time spent is less than a four-hour half-day or eight-hour full day, the parties shall mutually agree upon an adjustment to the billable time and indicate such agreement on the Customer Service Report.

15. The first sentence of Item 4g of the Maintenance Agreement is hereby amended as follows: "For as long as a current Maintenance Agreement is in place, MUNIS shall promptly correct any functions of the software products which fail to conform to Item 5 of the Software License Agreement, as amended by Item 9 of this Addendum A, in accordance with the Support Call Process document attached hereto as Exhibit 2."

16. Under no circumstances shall delays caused by force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement. Either party shall have the right to terminate the Contract Documents if force majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If termination due to force majeure occurs, Client will pay MUNIS for all products and services delivered prior to the termination date.

17. Neither party shall assign its rights and responsibilities under the Contract Documents without the prior written consent of the other party, not to be unreasonably withheld.

18. Both parties warrant that the individuals signing this Agreement are acting with full authority to bind their respective organizations to the terms of the Contract Documents and that evidence of such authority shall be submitted upon request.

19. Either party may grant an extension or provide flexibility to the other party in meeting scheduled tasks or responsibilities defined in the Contract Documents. Under no circumstances, however, shall a party to the Contract Documents forfeit or cancel any right presented in the Contract Documents by delaying or failing to exercise their right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party waives a
right, this does not indicate a waiver of the party's ability to, at a subsequent time, enforce the right.

20. MUNIS shall obtain Client's written permission prior to using a subcontractor on the project. MUNIS shall retain full liability for such subcontractor's acts while performing Services for Client.

21. The MUNIS software products shall comply with all State of Michigan and Federal mandates at no additional cost to Client beyond the annual Application Software Maintenance Fees.

22. In the event Client deems an employee of MUNIS uncooperative, inept or incompetent, in its reasonable discretion, MUNIS shall remove such person from the project or provide the service at no cost to Client, as mutually agreed by the parties. In such event, MUNIS shall fill the vacancy within fifteen (15) days of receipt of written notice from Client.

23. MUNIS shall maintain the insurance evidenced in the Certificate of Insurance attached hereto as Exhibit 5 for the duration of the project. The Insurance Carrier shall minimally meet the AM Best rating of A or A- (excellent) and the County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof, shall be added as an additional insured.

24. All notices or communications required or permitted as part of the Contract Documents shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
   a. Actually received, or
   b. Upon receipt by sender of certified mail, return receipt signed by an employee or agent of the party, or
   c. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective party at the address set forth on the cover of the System Agreement, or such other address as the party may have designated by notice or Amendment to the other party, or
   d. Upon delivery of one party to an authorized representative of the other party while MUNIS is at Client's site.

Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party.

25. Client may terminate its then-current Maintenance Agreement, provided Client has paid undisputed annual fees in full. A dispute regarding Maintenance Agreement services and/or fees will be resolved in accordance with Addendum A §31. Such termination will relieve MUNIS of its obligations to support the MUNIS software products as described in the Maintenance Agreement and Exhibit 2 – Support Call Process. If maintenance on MUNIS software products is discontinued and then re-commissioned, Client will pay the lesser of i) the cumulative maintenance fees Client would have paid had maintenance not been discontinued, or ii) the then-current annual maintenance fees being charged to new MUNIS clients.

26. MUNIS is responsible for paying the shipping and insurance fees for the MUNIS software products. Client is responsible for paying the shipping and insurance fees on any third party hardware.
27. During the time period where the software products are in transit, MUNIS is responsible for the software products and relieves Client of responsibility for all risk, loss, or damage to the software products.

28. In the event Client is unable to make payment within thirty (30) days of receipt of invoice due to the meeting schedule of Client's Board, such payment shall be due within forty-five (45) days of receipt of invoice. In such event, Client must provide written evidence of such meeting schedule to MUNIS within thirty (30) days of receipt of invoice.

29. MUNIS acknowledges that the Client which is a municipal corporation and political subdivision of the State of Michigan, is required to comply with the State of Michigan Freedom of Information Act (FOIA). The Contract Documents and any information which MUNIS supplies to the Client that is subject to disclosure under FOIA shall be disclosed by the Client if there is a FOIA request made therefore.

30. The second sentence of Item 6c of the Software License Agreement, first sentence of Item 4 of the Professional Services Agreement, and the first sentence of Item 10 Maintenance Agreement are hereby modified as follows: "MUNIS' liability for damages arising out of this Agreement, whether based on a theory of contract or tort, including negligence and strict liability, shall be limited to one and one half (1.5) times the total fees identified in the Investment Summary."

31. In the event MUNIS or Client is deemed via formal notice to be i) non-performing, and/or ii) in breach of the Agreement, the following process may be invoked by a party in the sequence indicated after a reasonable period of time. This process takes precedence in the event of any inconsistency within the Contract Documents.
   a. Client may withhold payment without penalty for services (including MUNIS Consulting Group services), modifications, MUNIS software products, and maintenance/support services relating to the nonperformance until such nonperformance is resolved to the parties' mutual satisfaction,
   
   b. The parties' designated representatives shall meet, in person or via video conference or telephone, as mutually agreed by the parties,
   
   c. Client shall require MUNIS to send appropriate staff to Client's site to resolve the nonperformance,
   
   d. The parties by mutual agreement may elect to seek resolution by submitting to non-binding mediation to be held in Ingham County, Michigan, in accordance with the then-prevailing Mediation Rules of the American Arbitration Association.
   
   e. The parties by mutual agreement may refer the matter in dispute to arbitration to be held in Ingham County, Michigan, in accordance with the then-prevailing rules of the American Arbitration Association. If MUNIS and Client mutually agree to arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law and any court having jurisdiction thereof.
   
   f. The cost of mediation and/or arbitration shall be shared equally by Client and MUNIS. Each party shall be responsible for paying for its own attorney(s) and costs.
g. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to mediation or arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between MUNIS and Client.

h. In the event MUNIS and Client do not mutually agree to mediation or after mediation do not agree to arbitration either may seek any remedies available to them at law and/or in equity to resolve the claim, dispute or matter. The venue for such actions shall be as set forth in Item 41 of this Addendum.

i. The Agreement may be terminated upon mutual agreement of the parties but in no event less than sixty (60) days from receipt of formal notice of nonperformance. Notwithstanding the foregoing, Client may terminate the Business Associate Agreement attached hereto as Exhibit 7 in accordance with Article 7 of such Business Associate Agreement.

32. MUNIS shall hold the Consulting and Implementation Rates set forth in the Investment Summary in place for two (2) years from contract signing. There will be no additional charges for updates or releases to the MUNIS software products licensed herein beyond the Application Software Maintenance Fees. In the event MUNIS makes available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar functionality to the software products licensed by Client herein ("Licensed Products"), within five (5) years from execution of this Agreement, Client may transfer the Licensed Products to the Successor Products, for no additional Application Software License Fees. In such event, notwithstanding anything to the contrary herein, Client shall pay the then-current Application Software Maintenance Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products.

33. MUNIS may increase the annual Application Software Maintenance Fees by up to 4% per year for the first and second renewals and by up to 5% per year for the third, fourth, and fifth renewals, based on the un-discounted Application Software Maintenance Fees set forth in the Investment Summary. Thereafter, MUNIS will charge Client the same rates for Application Software Maintenance Fees as MUNIS charges other existing clients in the same category as Client.

34. The rights created by the Agreement shall pass to the benefit of the parties and the duties and obligations resulting from the Agreement shall bind the parties and their respective successors and assigns.

35. Client is entitled to the remedies afforded under Item 5 Software License Agreement for as long as Client renews its Maintenance Agreement with MUNIS.

36. MUNIS, 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 because of race, color, religion, national origin, age, sex, 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.

MUNIS shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-
112, 87 Stat 355, as amended; and The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA '12101 et seq.), as amended, and regulations promulgated thereunder; and Ingham County Equal Opportunity Employment/Nondiscrimination Policy set forth in Ingham County Board of Commissioners' Resolution No. 02-283, as amended.

Violation of Federal State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which MUNIS is providing services to Client shall be regarded as a material breach of the Contract Documents and Client may terminate the Contract Documents effective as of the date of delivery of written notification to the MUNIS.

37. MUNIS shall resolve problems with the MUNIS software products in accordance with the Support Call Process document attached hereto as Exhibit 2.

38. The following sentence is hereby added to Item 11 of the Software License Agreement, Item 8 of the Professional Services Agreement, and Item 14 of the Third Party Product Agreement: "Notwithstanding the foregoing, payment for disputed software products, services and/or expenses delivered or incurred prior to termination or cancellation will be resolved in accordance with Addendum A #29."

39. The following sentence is hereby added to Item 2(b) of the Professional Services Agreement: "Client will designate Rodney Taylor as Project Manager who will be the only individual, except as otherwise provided in writing, authorized to approve Customer Service Reports. Signatures by other Client representatives shall not authorize approval or payment."

40. MUNIS is responsible for maintaining currency and compatibility with the third party products licensed/sold herein, and Client's data base and operating system underlying the MUNIS software products, as long as Client has a Maintenance Agreement in place, unless maintaining such currency and compatibility will adversely affect the MUNIS software products.

41. Governing Law and Venue shall be amended in all Agreements as follows: "The venue for bringing any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. The venue for bringing of any action in federal court shall be the Federal Judicial District of Michigan, Western District, and Southern Division."

42. MUNIS will provide OSDBA services to Client in accordance with Exhibit 8. MUNIS employees will answer live at least 75% of Client’s OSDBA calls, and will return the balance of Client’s OSDBA calls within four (4) business hours of receipt. Client may terminate its then-current Maintenance Agreement, provided Client has paid undisputed annual fees in full. A dispute regarding OSDBA services and/or fees will be resolved in accordance with Addendum A #31.

43. A dispute regarding MUNIS Consulting Group services and/or fees will be resolved in accordance with Addendum A #31.

44. Delete "At Clients request," from Item 1(i) of the Software License Agreement.

45. Ownership of all data, algorithms, forms, reports and executables developed by Client shall remain with Client.
46. In the event Client’s license for an infringing software product is terminated in accordance with Item 6(a) of the Software License Agreement, MUNIS will refund i) the Application Software License Fee as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement, and ii) the prorated Application Software Maintenance Fee, both associated with the infringing MUNIS software product.

47. MUNIS and Client recognizes that “time is of the essence” and will seek to meet all agreed upon timelines.

48. In the event Client or MUNIS determines that products or services are necessary beyond those contained in this Agreement, MUNIS will provide a written quotation for said products or services at which time Client will either approve, reject or request modifications to the quotation. Client will not be obligated for any products or services unless written approval has been provided to MUNIS by Clients Project Manager, or his designee.

49. MUNIS support is available from 8 AM to 6 PM EST, excluding holidays, as detailed in Exhibit 2 – Support Call Process. MUNIS will respond to Priority 0 support calls within four (4) business hours of submission in accordance with Exhibit 2 – Support Call Process.

50. MUNIS will provide services as specified in Item 5(j) of the Maintenance Agreement on a “timely basis” depending on the nature of the request.

51. Item 7(b) of the Maintenance Agreement is hereby replaced with the following: “Client will maintain a VPN, Webex, or comparable connection which MUNIS, at its option, will use to assist with problem diagnosis and resolution. MUNIS will obtain permission from Client’s Project Manager or one of his designees prior to accessing Client’s system. In the event of an emergency during non-business hours, MUNIS may access Client’s system without permission, provided MUNIS notifies Client of such access when business re-commences.”

52. For all services performed after December 31, 2004, MUNIS and all its subcontractor(s) performing services for Client shall comply with the County of Ingham’s policy on payment of living wages as set forth in the Ingham County Board of Commissioners’ Resolution No. 03-168, a copy of which has been provided to MUNIS (“Living Wage Policy”). In the event that MUNIS or its subcontractor(s) performing services for Client violates the Living Wage Policy, Client shall have the right to terminate this Agreement and disbar MUNIS from future Ingham County contracts as provided below:

A. If MUNIS is found to be in violation of the Living Wage Policy, MUNIS shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. MUNIS shall also pay Client $100.00 per affected employee for each day the violation occurs beginning with the third day after MUNIS receives notification of the violation. The Client may withhold from payments to MUNIS such amounts as are necessary to effectuate the above-stated payments or penalties.

B. If MUNIS is found to be in violation of the Living Wage Policy and is subsequently required to pay the $100.00 penalty provided for above for more than three (3) incidents within a two (2) year period MUNIS shall be barred from bidding on or entering into any contracts with Client for a period of ten (10) years from the date of the last violation. An incident
for the purposes of this subsection is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of the Living Wage Policy shall be a material breach of the Contract Documents.

53. MUNIS will convert Client's data from the file layouts set forth in Exhibit 9 for the costs set forth in the Investment Summary. Client will subsequently supply MUNIS with file layouts for the other MUNIS software products substantially in the form of Exhibit 9.

54. MUNIS will provide ForMUNIS products and services in accordance with Exhibit 11.
TO: Board of Commissioners, County Services Committee, and Finance Committee
FROM: Deb Fett, CIO
DATE: 6/30/2016
SUBJECT: Lynda.com Training renewal for County employees

BACKGROUND
Ingham County has been using the web service Lynda.com for user training since 2014. This service provides training in easy to understand videos on various software applications as well as business, web design, and programming concepts. This training is an online subscription format that is purchased in yearly increments. The current annual cost for the subscription is $7,500.00. This is the same price as last year. Our current subscription expires on August 19th, 2016.

ALTERNATIVES
Lynda.com is a single source vendor as per the attached document.

FINANCIAL IMPACT
The funding for the $7,500.00 total will come from the County’s Innovation and Technology Department’s Development and Training Fund #636-95800-960080.

OTHER CONSIDERATIONS
Ongoing training is an important part of ensuring our County staff are best able to serve our citizens.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution for Lynda.com training in the amount of $7,500.00.
INTRODUCED BY COUNTRY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PURCHASE OF TRAINING FROM LYNDACOM

WHEREAS, Ingham County has been using Lynda.com since 2014 to provide online training to Ingham County staff; and

WHEREAS, ongoing training is an important part of ensuring our County staff are best able to serve our citizens; and

WHEREAS, a subscription for a year of training will be $7,500.00 and available to Ingham County staff.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of training from Lynda.com in the amount not to exceed $7,500.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology’s Development and Training Fund #63695800-960080.

BE IT FURTHER RESOLVED, that the Controller is authorized to make any necessary budget adjustments.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.
To Whom It May Concern:

RE: Sole Source provider for the lynda.com library of instructional videos.

Thank you for your interest in lynda.com. The company currently offers over 2,700 courses in the areas of 3D + Animation, Audio, Business, Design, Developer, Documentaries, Video, Web and Photography. The benefits of the library are:

• **Respected authors.** Our handpicked instructors are proven experts in their fields, clear communicators and excellent teachers.
• **All you can learn.** We place no limits on our active subscribers; you can watch as many titles as you want and access them for as long as you need. Just as a public library gives you access to every book you can imagine, the lynda.com library allows you to view every training title we publish.
• **Task-based learning.** Learn an entire topic or program from start to finish or just learn a specific task.
• **Video-based training.** Watch, rewind, fast forward, and replay as often as you like. Easier than reading, our video based format is great for visual learners.
• **Stay current.** Keep your skills up to date with new training titles published every month.

This unique educational resource is exclusively available through lynda.com. For additional information and pricing, we invite you to contact us at:

lynda.com
805-477-3800

Best regards,

Laura Hansen
Legal Operations Specialist

lynda.com
6410 Via Real
Carpinteria, CA
93013
T (805) 477-3902
F (805) 335-9637
F (805) 477-5604
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This is not a final quote. Please request a LinkedIn Order Form for final pricing.

*Pricing and products will be provisional to the execution of the LinkedIn Order Form and Agreement.

**Proposal does not include taxes.
TO: Board of Commissioners, Human Services, County Services and Finance Committees
FROM: Rick Terrill, Facilities Director
DATE: August 2, 2016
SUBJECT: Amend Resolution #16-267, RNA Facilities Management for janitorial services
For the meeting agendas of: August 15, 16 & 17

BACKGROUND
Resolution #16-267 for janitorial services includes the Drain Office and 55th District Court. The Facilities Department would like to remove these locations from the janitorial contract continuing with Facilities Department staff servicing these areas, as they have in the past.

ALTERNATIVES
There are no alternatives for this project.

FINANCIAL IMPACT
Removing the Drain Office and 55th District Court from the contract will provide a savings of $34,580.00 the first year as well as substantially higher savings amounts in the two years following.

OTHER CONSIDERATIONS
There are no other considerations for this project.

RECOMMENDATION
Based on the information presented, I respectfully recommend amending Resolution #16-267 to remove the Drain Office and 55th District Court from the janitorial contract; continuing to have Facilities Department staff service these areas in lieu of RNA Facilities Management.
Agenda Item 3

Introduced by the Human Services, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AMENDING RESOLUTION #16-267 FOR RNA FACILITIES MANAGEMENT JANITORIAL SERVICES

WHEREAS, resolution #16-267 for janitorial services includes the Drain Office and 55th District Court; and

WHEREAS, the Facilities Department would like to remove these locations from the janitorial contract continuing with Facilities Department staff servicing these areas as they have in the past; and

WHEREAS, removing the Drain Office and 55th District Court from the contract will provide a savings of $34,580.00 for the first year as well as substantially higher savings amounts in the two years following.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes amending Resolution #16-267 to remove the Drain Office and 55th District Court from the janitorial contract; continuing to have Facilities Department staff service these areas in lieu of RNA Facilities Management.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.
The Ingham County Purchasing Department solicits unit prices annually for contractor applied waterborne pavement markings. We use the bid unit prices and an estimated quantity of pavement markings to determine and recommend a contractor for the work. Once under contract, the contractor applies waterborne pavement marking paint to refresh the yellow centerline and white edgelines that define our roadway laneage. When finished, the contractor is paid for the quantity of work actually performed using the unit prices contained in their bid.

We refresh the centerline and edgeline paint on all 433 miles of our primary roads every year. Every other year we refresh the centerline and edgeline paint on selected local roads within nine of the sixteen townships in the county. The nine townships have entered into long-term agreements with the Road Department for said pavement markings.

Williamstown Township participated in the local road pavement marking program until their 20 year agreement lapsed in 2013 and the township opted out of the program. Williamstown Township recently requested that we resume the local road pavement marking program on a short term basis. They requested that we provide local road pavement marking this year and begin discussions about future markings later. The estimated costs for the 2016 Williamstown Township centerline pavement markings is $7,871.21

The reason for this memo is to execute a cost agreement with Williamstown Township to provide centerline pavement marking for their local roads as part of our 2016 pavement marking program.

Approval of the attached resolution is recommended.
Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXECUTE A WATERBORNE CENTERLINE PAVEMENT MARKING AGREEMENT WITH WILLIAMSTOWN TOWNSHIP

WHEREAS, the Ingham County Purchasing Department solicits unit prices annually for contractor applied waterborne pavement markings, on behalf of the Road Department; and

WHEREAS, the Road Department uses the bid unit prices and estimated quantities to determine and recommend a contractor to perform the work; and

WHEREAS, the Road Department annually refreshes the centerline and edgeline paint on all 433 miles of our primary roads and biennially on selected local roads within the nine participating local road pavement marking program townships; and

WHEREAS, Williamstown Township requested that their local roads be included in this year’s local road pavement marking program, which they will pay for; and

WHEREAS, the estimated costs for the 2016 Williamstown Township centerline pavement markings is $7,871.21.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a centerline pavement marking agreement with Williamstown Township, for the estimated total of $7,871.21, to provide township wide local road pavement marking as part of the Road Department’s 2016 pavement marking program.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary agreements that are consistent with this resolution and approved as to form by the County Attorney.
TO: County Service and Finance Committees

FROM: Jim Hudgins, Director of Purchasing

DATE: July 11, 2016

SUBJECT: Contract Extension with Avery Oil for Propane Service for Heating Purposes

Description:
Exercising a 1-year Contract extension with Avery Oil, a local vendor, for the purpose of furnishing the Road Department’s 2016-2017 propane to the Eastern Garage. Resolution No. 15-316

Original Proposal Summary:
Vendors contacted: 11 Local: 06
Vendors responding: 03 Local: 02

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>Local Pref</th>
<th>Unit Price</th>
<th>1 Yr Total Estimated</th>
<th>Annual Inspection Cost</th>
<th>Repair Cost Per Hour Plus Parts</th>
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<tbody>
<tr>
<td>Swan Fuel Service</td>
<td>Yes, Dansville</td>
<td>$1.34</td>
<td>$20,100.00</td>
<td>No Charge</td>
<td>No bid</td>
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<tr>
<td>Suburban Propane</td>
<td>No, Brighton</td>
<td>$1.18</td>
<td>$17,685.00</td>
<td>$9.96</td>
<td>$100/Hr</td>
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<td>Avery Oil</td>
<td>Yes, Mason</td>
<td>$0.9990</td>
<td>$14,985.00</td>
<td>No Charge</td>
<td>$75/hr</td>
</tr>
</tbody>
</table>
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE EXTENSION OF CONTRACT WITH AVERY OIL AND PROPANE FOR THE 2016/2017 SUPPLY OF PROPANE USED FOR HEATING AT THE EASTERN DISTRICT OF THE INGHAM COUNTY ROAD DEPARTMENT

WHEREAS, the Road Department uses propane to heat its Eastern District Garage which has three 1000 gallon propane storage tanks owned by the Road Department; and

WHEREAS, the Eastern District Garage uses approximately 16,500 gallons of propane annually; and

WHEREAS, the Road Department amended 2016 budget and proposed 2017 budget include expenditure funds for propane used for heating purposes; and

WHEREAS, the Road and Purchasing Departments have determined that due to the quantity used and the instability of the propane market which can complicate the budget it would be advantageous for the Road Department to have a fixed price contract; and

WHEREAS, quotes for supplying propane for the most recent winter season were solicited and evaluated by the Purchasing Department and Road Department through RFP #86-15, which ultimately resulted in award of a propane delivery service contract to Avery Oil and Propane, a local vendor, for its delivered propane fixed unit price of $0.999/gallon for the past winter season ending 5-31-16; and

WHEREAS, Avery Oil and Propane has offered to extend fixed unit propane pricing of $0.999 per gallon for the 2016/2017 heating season; and

WHEREAS, the Road Department recommends that since $0.999 per gallon of propane is a very good price, the contract with Avery Oil and Propane should be extended.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the proposal to extend the propane delivery service contract with Avery Oil and Propane for its delivered propane fixed unit price of $0.999/gallon for the next winter season ending 5-31-17.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to execute any necessary purchase documents relating to the above on behalf of the County.
July 31, 2016

Rebbie,

Avery Oil & Propane agrees to extend the current pricing contract for an additional year. The contract will now be in effect until May 31, 2017.

Thanks

Fritz Schirck
WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated August 2, 2016 as submitted.
<table>
<thead>
<tr>
<th>R/W PERMIT#</th>
<th>R/W APPLICANT / CONTRACTOR</th>
<th>R/W WORK</th>
<th>R/W LOCATION</th>
<th>R/W CITY/TWP.</th>
<th>R/W SECTION</th>
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<tbody>
<tr>
<td>2016-419</td>
<td>COMCAST</td>
<td>CABLE / OH</td>
<td>VAN ATTA RD &amp; JOLLY RD</td>
<td>MERIDIAN</td>
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<tr>
<td>2016-420</td>
<td>COMCAST</td>
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<td>2016-421</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>LOUNSBURY RD &amp; BARRY RD</td>
<td>WILLIAMSTOWN</td>
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<td>2016-422</td>
<td>CONSUMERS ENERGY</td>
<td>GAS, ELECTRIC</td>
<td>CREEKSTONE TR &amp; BENNETT RD</td>
<td>MERIDIAN</td>
<td>29</td>
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<td>2016-423</td>
<td>CONSUMERS ENERGY</td>
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<td>TOLLAND AVE &amp; FAY AVE</td>
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<td>2016-424</td>
<td>CONSUMERS ENERGY</td>
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<td>AT &amp; T</td>
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<td>DOBIE RD &amp; HAMILTON RD</td>
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<td>2016-426</td>
<td>ALAIEDON TOWNSHIP</td>
<td>SPECIAL EVENT</td>
<td>HOWELL RD &amp; HAGADORN RD</td>
<td>ALAIEDON</td>
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<td>2016-427</td>
<td>ROBERT &amp; MARTHA RODRIGUEZ</td>
<td>LAND DIVISION</td>
<td>EIFERT RD &amp; BARNES RD</td>
<td>AURELIUS</td>
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<td>2016-428</td>
<td>AT &amp; T</td>
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<td>CHESTER RD &amp; GRAND RIVER</td>
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<td>GREENFIELD PKWY &amp; ROSELAND AVE</td>
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<td>Department</td>
<td>Address</td>
<td>City</td>
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<td>HARRY TAYLOR LAND DIVISION</td>
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</table>

MANAGING DIRECTOR: ______________________________
MEMORANDUM

To: County Services & Finance Committees

From: William Conklin, Managing Director
Ingham County Road Department

Date: June 21, 2016

RE: Resolution for 2016 Local Road Program Agreement with Wheatfield Township

Attached is a proposed resolution for a 2016 Local Road Program Agreements with Wheatfield Township. The resolution is self-explanatory as to the proposed road improvements and funding for this project. The total of the road department match indicated in the resolution is included in the adopted/amended 2016 road fund budget.

Approval of the attached resolution is therefore recommended.
INTOGHOM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT
WITH WHEATFIELD TOWNSHIP
FOR THE INGHAM COUNTY ROAD DEPARTMENT

WHEREAS, Wheatfield Township desires that improvements be performed on various Wheatfield Township local roads throughout the Township as part of the 2016 local road program to include in order of Wheatfield Township’s priority:

1. Frost Road, from Meridian to Burkley Roads, 2" asphalt resurfacing throughout, approximately 1.25 miles;

2. Frost Road, from Burkley to Williamston Roads, 625 tons of asphalt skip-paving and wedging where necessary;

3. Three Oaks Drive, 250 tons of asphalt repairs where necessary;

at a total estimated cost for materials only, with labor to be provided by the Road Department, on all of the above roads of $100,000.00; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken, to provide labor without charge to the project, and to pay for a portion of the cost of said improvements from the County Road Fund; and

WHEREAS, the Township is willing to pay the remaining portion of the cost of said improvements; and

WHEREAS, in the event the final cost of the improvements is greater than the estimated amount set forth above, the excess cost will be split between the parties for any final cost up to $159,373.24 (twice the amount, $79,686.62, the Road Department has allocated to Wheatfield Townships local roads for 2016 including unused carry over from prior years) and shall be paid solely by the Township for any final cost above that amount provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in this Agreement, unless the Township agrees otherwise.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be made by Road Department crews during the construction season of the 2016 calendar year.

BE IT FURTHER RESOLVED, that for 2016 the County on behalf of the Road Department has allocated to Wheatfield Township’s local roads, a maximum sum of $22,200 plus carry-over from prior years of $57,486.62, for a total available in 2016 of $79,686.62 from the County Road Fund, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, the County on behalf of the Road Department agrees to contribute one half the final project cost, up to a maximum of $79,686.62, toward the cost of said improvement from the County Road Fund.
BE IT FURTHER RESOLVED, in the event the final cost of the improvements is less than the estimate, the cost savings shall be split evenly between the parties.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Wheatfield Township to effect the above described local road improvements as provided above.

BE IT FURTHER RESOLVED that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary agreement that is consistent with this resolution and approved as to form by the County Attorney.
Memorandum

To: Ingham County Board of Commissioners

From: James M. Benjamin, Director of Operations, Ingham County Road Department

Date: 8/5/2016

Re: ITB #148-16

This memo is to explain the result of the re-bid for wheel loaders for the Road Department. On August 4, 2016, sealed bids from ITB 148-16 were opened for the re-bid of two, 3 cubic yard wheel loaders needed by the Road Department, (RD). There were five bids received before the 11:00 opening.

The RD currently has two wheel loaders that are out of service due to mechanical issues involving obsolete parts.

Since wheel loaders are an instrumental tool in RD operations and are normally replaced after 15-20 years of service, a great deal of thought and input was involved in the recommendation. An evaluation committee was formed consisting of the Fleet Manager, District Supervisors, Equipment Operators, Mechanics and the Director of Operations. Most vendors supplied demo units for staff to operate and evaluate functions, features, warranty, maintenance and repair accessibility, dump height, fuel efficiency, performance and most importantly, operator visibility since RD ground staff is often working very close to a wheel loader during tree cutting operations, construction and other maintenance work.

Five bids for two new loaders, minus trade-in of two loaders that are out of service, ranged from $260,618.00 to $299,840.00, only one unit met all specifications. Demo units were evaluated in side by side comparisons, doing the type of work most commonly done by RD staff.

The only bid meeting all specifications was the Volvo L-70H, and also was the unanimous choice of the evaluation committee. Many of the reasons for the decision are:

1. Best operator visibility in all directions
2. Smoothest operation
3. Highest actual dump height and ground clearance
4. Fastest cycle time
5. Fastest ground speed
6. Lifetime warranty on frame, loader arms and center pins
7. 6 years of Care-Track, (Satellite monitoring of operation and diagnostics)
8. Double seals on all pins and bushings
9. Standard features such as skid plates, full fenders and Michelin tires, (optional on other brands)
10. Past experience of dependability, reliability, longevity and performance
Bids received were:

1. Kawasaki 70TM7 – $299,000.00 (under specs on emissions and cycle time)
2. Case 621FXT - $260,618.00 (under specs on weight, horsepower, dump height, cycle time and bucket)
3. Cat 930M – $275,296.00 (under specs on horsepower and transmission)
4. Volvo L70H - $270,740.00 (meets all specifications)
5. Case 721 FXT – (299,840.00 (under specs on travel speed and cycle time)

Given the committee recommendation and being the only unit to fully meet all specifications, recommendation is to purchase two, Volvo L-70H wheel loaders from Alta Construction Equipment of Lansing MI, for a total cost of $270,740.00, including a trade-in allowance of $66,000.00 for two, Deere 444 wheel loaders that are out of service.
Intended by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE PURCHASE OF TWO NEW WHEEL LOADERS FOR THE INGHAM COUNTY ROAD DEPARTMENT

WHEREAS, the Road Department needs to replace two of its existing wheel loaders which have obsolete major components and are past the point of economical serviceability; and

WHEREAS, the Road Department adopted 2016 budget includes in capital road equipment expenditures, funds for this purchase as it is also included in the 2016 road equipment replacement plan; and

WHEREAS, bids for new wheel loaders were solicited and evaluated by the Ingham County Purchasing Department as well as an evaluation committee comprised of Road Department staff, and it is their recommendation, to purchase two new Volvo L70H wheel loaders from Alta Construction Equipment LLC of New Hudson MI, at a total cost of $270,740.00 including trade in of two Deere 444 wheel loaders; and

WHEREAS, the Volvo L70H was the only unit to completely meet all bid specifications.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the bid and authorizes the purchase of two new Volvo L70H wheel loaders from Alta Construction Equipment LLC of New Hudson MI.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to sign any necessary purchase documents on behalf of the County.
Due to revisions in the specifications of the previous bid the County of Ingham has decided to resolicit bids for the purchase of (2) two new front end wheel loaders for the Ingham County Road Department. The County is also interested in trading in two (2) used John Deere 444-JP wheel loaders.

The ITB was advertised in the Lansing State Journal, the El Central Hispanic News and posted on the Purchasing Department’s Web Page.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to bid</td>
<td>23</td>
<td>2</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>4</td>
<td>2</td>
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</table>

The following grid is a summary of the vendors’ costs:

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<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCAL PREF</th>
<th>Make (Model)</th>
<th>TRADE IN ALLOWANCE</th>
<th>TOTAL ALL-INCLUSIVE COST OF NEW FRONT END WHEEL MINUS TRADE-INS</th>
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<td>No, Hudsonville</td>
<td>Kawasaki 70MT/2016</td>
<td>$71,000.00</td>
<td>$299,000.00</td>
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<tr>
<td>Alta Construction Equipment LLC</td>
<td>No, Lansing (Eaton Cty)</td>
<td>Volvo L70H/2016</td>
<td>$66,000.00</td>
<td>$270,740.00</td>
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<td>Southeastern Equipment Co., Inc.</td>
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<td>Case 621fx1 /2016/17</td>
<td>$65,000.00</td>
<td>$260,618.00</td>
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<td>Southeastern Equipment Co., Inc.</td>
<td>Yes, Holt</td>
<td>Case 721FXT2/2016/17</td>
<td>$65,000.00</td>
<td>$299,840.00</td>
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<tr>
<td>MacAllister Machinery Co., Inc. DBA MI CAT</td>
<td>No, Lansing (Eaton Cty)</td>
<td>CAT 630M/2016</td>
<td>$70,000.00</td>
<td>$275,296.00</td>
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</table>

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the ITB; 2) confirm funds are available; 3) inform the Purchasing Department of your recommendation and reason(s) for the decision; 4) write a memo of explanation; and, 5) prepare a resolution for Board approval.

This summary is to be included with your memo and resolution submission to the “resolutions group” as acknowledgement of the Purchasing Department's participation in the bid process. If I can be of further assistance, please email jhudgins@ingham.org
TO: Board of Commissioners County Services Committee
FROM: Cynthia Wagner
DATE: 8-2-16
SUBJECT: Sole Source Vendor, Central Nebraska Packing Inc.
For the meeting agenda of 8-16-16

BACKGROUND
Potter Park Zoo orders meat as one of the main diet items for all feline and carnivore diets in the zoo including; Lion, Tiger, Snow leopard, Bat-eared fox, Arctic fox, North American River Otter, Meerkat and Banded Mongoose as well as several bird species such as the Blue-bellied roller. We ordered 14,000 lbs. of meat for an amount totaling $27,482.00 in 2015. We need to order from Central Nebraska Packing Inc. for quality assurance and the health of the animals. We are requesting Central Nebraska Packing Inc. become a sole source vendor for the meat required at Potter Park Zoo for animal diets.

ALTERNATIVES
Other meat companies available to purchase from are Toronto Zoo Feline Diet, Milliken Meat Products Ltd., and Triple A. Natural Balance previously used to supply meat to Potter Park Zoo no longer supplies wildlife meat in large quantities and can only be ordered in small quantities used in the pet industry. Triple A has had massive failure in screening of their products that has caused death in animals.

FINANCIAL IMPACT
Time and resources spent acquiring quotes is an indirect financial impact. Toronto Zoo Feline Diet is more expensive per pound and also requires the time to obtain a USDA permit for transport across the United States/Canadian border. Triple A meat could cause death in genetically important animals of endangered species which are invaluable.

OTHER CONSIDERATIONS
Association of Zoos and Aquariums (AZA) states in the 2016 accreditation standards:
2.6.2. Animal diets must be of a quality and quantity suitable for each animal’s nutritional and psychological needs.

Central Nebraska Packing Inc. is the only vendor the Potter Park Zoo veterinarian and general curator would approve buying meat from for animal diets at this time. The ten zoos Potter Park surveyed all used Central Nebraska Packing Inc. as their sole provider of carnivore and feline meat.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support Central Nebraska Packaging Inc. to become a sole source vendor for the meat purchased for Potter Park Zoo’s animal diets.
Agenda Item 5

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION RECOMMENDING CENTRAL NEBRASKA PACKING INC. BECOME A SOLE SOURCE VENDOR TO SUPPLY MEAT FOR POTTER PARK ZOO’S ANIMAL DIETS

WHEREAS, the Potter Park Zoo feeds their felines and carnivores a nutritionally balanced diet of animal grade meat as required by the Association of Zoos and Aquariums; and

WHEREAS, the Potter Park Zoo orders twice per year to maintain the freshest product and also to incur the least amount of freight costs; and

WHEREAS, there are limited sources to acquire this meat at a high quality and they include: Toronto meat which requires a USDA permit for international transport and is more expensive than Central Nebraska and Triple A meat which is considered a substandard diet by zoo nutritionists; and

WHEREAS, the price per pound of Central Nebraska Meat is $1.96 including freight and Toronto Feline Diet, Milliken Meat Products, Ltd. is $2.05 per pound including freight; and

WHEREAS, ordering from Toronto Feline Diet would be an increase in cost of $1,260.00 at the current rate and usage of 14,000 pounds per year; and

WHEREAS, ten zoos surveyed: Potawatomi Zoo, Binder Park Zoo, John Ball Zoo, Detroit Zoo, Milwaukee Zoo, Philadelphia Zoo, Brevard Zoo, Birmingham Zoo, National Zoo and Hogle Zoo, all use Central Nebraska Packing Inc. as their sole carnivore and feline meat supplier; and

WHEREAS, Central Nebraska Packing Inc. has maintained the highest quality of meat at a competitive price and continues to be the most recommended source of meat by zoo nutritionists and veterinarians.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accept Central Nebraska Packing Inc. as the sole source vendor to supply Potter Park Zoo with meat for the zoo’s animals.
WHEREAS, Martha Duncan-Miles began her employment with Ingham County in May, 2009 as the Community Outreach Coordinator in the office of the Ingham County Register of Deeds where she served under former Registrar Curtis Hertel, Jr. and current Register Derrick Quinney until her retirement December 31, 2015; and

WHEREAS, known for her community advocacy, Martha Duncan-Miles was instrumental in educating and galvanizing the African American community to participate in the political process such as voter registration and the electoral process; and

WHEREAS, as a long-time Lansing resident, Martha Duncan-Miles’ community outreach and affiliation with elected officials and clergy, was helpful in her many endeavor, she served as a mentor, counselor and motivator to low income and underprivileged families regarding much needed eligibility services and resources, she also was a conduit for senior citizens: and

WHEREAS, Martha Duncan-Miles’ in-depth knowledge of community, local and state governments is attributed to her career of employment with officials such as former State Representative Lynn Martinez, the late State Representative Rev. Dr. Michael Murphy, and former Senator Gretchen Whitmer; and

WHEREAS, her tremendous dedication, leadership and service as a liaison between faith-based organizations and government has been for the betterment of the community, Martha’s professionalism, character, knowledge, and integrity is held in high esteem; and

WHEREAS, she holds a degree in Business Administration from Simms International Business & Modeling Institute, is founder and director of Dynamic Women Coalition and has served on many civic organizations and boards throughout Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Martha Duncan-Miles for over 50 years of dedicated service to Ingham County citizens and communities.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners wishes her continued success in all of her future endeavors.
TO: Board of Commissioners County Services Committee
FROM: Travis Parsons, Human Resources Director
DATE: July 27, 2016
SUBJECT: LOU – OPEIU Local #512 Technical-Clerical unit
County Services August 16th Agenda

BACKGROUND

Ingham County absorbed the former Ingham County Road Commission in June 2012, creating the Ingham County Road Department. At that time, several reporting relationships were changed, including the Finance Clerks at the Road Department being assigned to the Financial Services Department. The nature of the Finance Clerks work is more appropriately performed and supervised in the Financial Services Department. The County met with OPEIU on a number of occasions, including the use of a State Mediator, to discuss the transition of the two Finance Clerk positions. The result of these meetings is the attached Letter of Understanding (LOU). The relocation of the positions to the Financial Services Department increases operational efficiency and provides oversight by an Accountant and the Director of the Financial Services Department.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The LOU outlines the effects of the reassignment on working conditions outlined in the current collective bargaining agreement. There is no change in pay or benefits associated with this change.

OTHER CONSIDERATIONS

Through mediation process, the parties agreed to the conditions set forth in the LOU.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the Letter of Understanding between the Employer and OPEIU regarding the reassignment of the Finance Clerks to the Financial Services Department.
Agenda Item 7a

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING A LETTER OF UNDERSTANDING WITH OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION REGARDING THE FINANCE CLERKS

WHEREAS, an agreement was reached between representatives of Ingham County and the Office and Professional Employees International Union (OPEIU) for the period January 1, 2016 through December 31, 2017; and

WHEREAS, the Employer is seeking to reassign the OPEIU Finance Clerks from the Ingham County Road Department to the Ingham County Financial Services Department; and

WHEREAS, the County Attorney, Human Resources Department, Road Department and Financial Services Department have discussed with OPEIU the conditions of the reassignment; and

WHEREAS, the Employer and the Union are agreeable to this change and prepared the attached Letter of Understanding; and

WHEREAS, the provisions of the Letter of Understanding have been approved by County Services regarding the reassignment of the Finance Clerks to the Financial Services Department.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.
LETTER OF UNDERSTANDING BETWEEN
COUNTY OF INGHAM (Employer)
AND
OPEIU LOCAL #512 Technical-Clerical Unit (OPEIU)

WHEREAS, the Employer, and OPEIU have entered into a collective bargaining agreement (OPEIU CBA) with a term running from January 1, 2016 through December 31, 2017 (OPEIU CBA); and

WHEREAS, the Employer seeks to reassign both OPEIU Finance Clerks from the Ingham County Road Department to the Ingham County Financial Services Department; and

WHEREAS, the Employer and the OPEIU to clarify the effects of the reassignment of the Finance Clerks to the Financial Services Department; and

NOW, THEREFORE, IT IS HEREBY AGREED UPON between the parties as follows:

1. The effects of the re-assignment of the two Finance Clerks from the Road Department to the Financial Services Department will be as follows:

   a. The Finance Clerks will report to the Financial Services Department office, located at 121 E. Maple, Mason, MI, for their regularly scheduled work days, which shall be Monday through Friday, 7:30 a.m. to 4:00 p.m. Each employee shall be allowed to have two (2) work breaks during the work day. No more than one (1) work break may be taken before lunch. No more than one (1) work break may be taken after lunch on any one day. The duration of said break shall not exceed fifteen (15) minutes in length. A supervisor may require employees to take their breaks at specific times. Each employee shall be allowed a half (1/2) hour lunch break within a two (2) hour block within the middle of their shift, unless another arrangement is agreed upon by the employee and the department head or the immediate supervisor if the department head is not available. Work breaks do not accumulate if not taken. For those holidays not recognized in the OPEIU CBA, the Finance Clerks will report to work at the Road Department;

   b. When it is necessary for any staff from the Financial Services Department (including the Finance Clerks) to return to the Road Department, the employee(s) shall submit travel vouchers for mileage reimbursement pursuant to the IRS Standard Mileage for business;

   c. The Employer will communicate with Road Department retirees that their source of contact for benefit questions and payments going forward will be the Financial Services Department Finance Clerks and walk-ins at the Road Department will be directed to the Financial Services Department Finance Clerks located in the Budget Office at 121 E. Maple, Mason, MI;
d. The Employer will assign OPEIU employees at the Road Department to process and handle incoming mail;

e. The Finance Clerks re-assigned to the Financial Services Department will receive those wages, benefits and other terms and conditions of employment covered by the OPEIU CBA.

**IT IS FURTHER AGREED THAT** this Letter of Understanding shall be unique to this case and neither the Employer nor the Union waives any rights as to other future cases. It is expressly understood this agreement shall be without precedent or prejudice for any future circumstance.

**IN WITNESS WHEREOF** the authorized representatives of the parties hereto have executed this Letter of Understanding on the date indicated next to each signature.

**COUNTY OF INGHAM:**

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Kara Hope, Chairperson</td>
<td>Ingham County Board of Commissioners Date</td>
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<tr>
<td>Jill Rhode, Director</td>
<td>Ingham County Financial Services Department Date</td>
</tr>
<tr>
<td>William Conklin, Director</td>
<td>Ingham County Road Department Date</td>
</tr>
<tr>
<td>Travis Parsons, Director</td>
<td>Ingham County Human Resources Date</td>
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**UNION REPRESENTATIVES:**

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<th>Name</th>
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<tr>
<td>Mark J. Swanson</td>
<td>Chief Steward, OPEIU Local #512 Technical-Clerical Unit Date</td>
</tr>
<tr>
<td>Aaron Sanders</td>
<td>Business Agent, OPEIU Local #512 Date</td>
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</tbody>
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APPROVED AS TO FORM
FOR COUNTY OF INGHAM:
COHL, STOKER & TOSKEY, P.C.

__________________________________
Mattis D. Nordfjord, Esq.
TO: Board of Commissioners - Law and Courts Committee, County Services Committee and Finance Committee

FROM: Travis Parsons, Human Resources Director

DATE: July 28, 2016

SUBJECT: LOU – CCLP 911 Non-Supervisory Unit
Law and Courts August 11th Agenda, County Services August 16th Agenda
Finance Committee August 17th Agenda

BACKGROUND

The Ingham County 911 Center continues to experience a staffing shortage and employees are unable to schedule enough vacation time to avoid encroaching on the maximum accumulation of 320 hours under the collective bargaining agreement. It is the desire of the parties to establish a temporary procedure to pay employees for hours in excess of the maximum so employees do not lose the earned vacation time, provided they have requested two weeks off in each of the vacation selection processes.

ALTERNATIVES

Not addressing this problem would allow employees to lose vacation time.

FINANCIAL IMPACT

The LOU outlines the process for payment at the employee’s regular hourly rate, less applicable payroll withholdings.

OTHER CONSIDERATIONS

There are not many 911 employees that will approach the maximum and those that may approach the maximum accumulation are long term employees that have a higher vacation accrual rate. Similar LOU’s have been executed with limited duration for this unit and with the Corrections Unit in response to staffing shortages.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the Letter of Understanding between the Employer and CCLP regarding payment of vacation time excess of the maximum accumulation.
RESOLUTION APPROVING THE LETTER OF UNDERSTANDING WITH CAPITOL CITY LABOR PROGRAM, INC – 911 NON-SUPervisory UNIT REGARDING VACATION MAXIMUM ACCUMULATION

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Capitol City Labor Program, Inc. (CCLP) – 911 Non-Supervisory Unit for the period January 1, 2016 through December 31, 2017; and

WHEREAS, the parties wish to amend the Agreement; and

WHEREAS, the County Attorney, Human Resources, and Ingham County 911 Central Dispatch have discussed with the CCLP 911 Non-Supervisory Unit the need for payment of hours excess of the maximum vacation accumulation due to current staffing shortages and have prepared the attached Letter of Understanding between the parties; and

WHEREAS, the provisions of the Letter of Understanding have been approved by the Law and Courts, County Services and Finance Committees.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding with respect to payment of vacation hours excess of the maximum accrual between Ingham County and the CCLP 911 Non-Supervisory Unit.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.
LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF INGHAM  
AND  
CAPITOL CITY LABOR PROGRAM, INC.  
911 NON-SUPERVISORY UNIT  

VACATION PAYMENT EXCESS OF MAXIMUM ACCUMULATION  

WHEREAS, the current contract between the parties provides in Article 29, Vacation, Section 29.12, that vacation leave time not used may only be accumulated to a maximum of 320 hours; and  

WHEREAS, due to the current staffing shortages presently existing in the Ingham County 911 Center, the parties want to establish a temporary procedure to pay employees for hours in excess of the maximum 320 hours; and  

THEREFORE, the parties agree to the following:  

1. Employees who have vacation leave time accumulations over 300 hours on July 1, 2016, January 1, 2017 and/or July 1, 2017 will be paid their regular hourly rate for hours over the maximum by a separate check (less applicable payroll withholdings), provided they have requested two weeks off in the applicable period’s vacation selection process.  

2. This Letter of Understanding will be effective through the end of the current contract which expires on December 31, 2017, at which time the temporary procedure for payment for hours excess of the 320 hour maximum shall expire.  

3. This Letter of Understanding shall modify the parties’ Contract only to the extent expressly provided herein.  

CAPITOL CITY LABOR PROGRAM, INC.  
COUNTRY OF INGHAM:  

_____________________________  _____________________________  
Division Representative  Kara Hope  
Thomas Krug, Lodge Chairperson Board of Commissioners  Executive Director  

_____________________________  _____________________________  
Steven Lett, Lodge Attorney  Mattis D. Nordfjord, County Attorney  
Approved as to form  Approved as to form
TO:    Board of Commissioners County Services Committee
FROM: Travis Parsons, Human Resources Director
DATE: July 25, 2016
SUBJECT: 70th Annual MERS Conference
          County Services August 16th and Finance Committee August 17th

BACKGROUND

The 70th Annual Meeting of the participating municipalities enrolled in the Municipal Employees’ Retirement System (MERS) will be held at the Grand Traverse Resort in Acme, Michigan on Wednesday, September 28 and Thursday, September 29, 2016. According to the provisions of the Retirement Act, a non-managerial member of the Retirement System and an alternate are to be elected by secret ballot for the Annual Meeting.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The 2016 MERS Annual Conference Registration Fee is $175.00. This fee also includes meals. The total cost of registration for the Employer Delegate and the Employee Delegate is $350.00.

The Grand Traverse Resort expenses are as follows:
One night stay at the MERS group rate is $150.00 plus the 5% Tourism Tax is $157.50. All rooms are charged a $14.95 Resort Fee making the total hotel cost $172.45. Because Ingham County is Tax Exempt and the Parking Rate is included in the Resort Fee, there are no additional charges. The total cost of hotel expenses for the Officer Delegate and the Employee Delegate is $344.90.

The Officer Delegate mileage expense is $128.95 based on the round trip mileage of 238.8 @ 0.54 a mile. The Employee Delegate mileage expense is $194.40 based on the round trip mileage of 360.0 @ 0.54 a mile. The total mileage cost for the Officer Delegate and the Employee Delegate is $323.35.

The 2016 MERS Annual Conference expenses (MERS registration, hotel accommodation, and the mileage reimbursement) will be paid by the County for the Officer Delegate and Employee Delegate. The total expenses are $1018.25 and do not exceed a maximum of $1400.00 already set aside in the Human Resources Line Item 863000 (Travel and Attendance for the Annual MERS Conference.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

After review, I respectfully recommend approval of the attached resolution for the certified Ingham County Representatives to attend the 2016 MERS Annual Conference.
WHEREAS, the Municipal Employees’ Retirement System will hold the 70th Annual Conference at the Grand Traverse Resort in Acme Michigan during the time period of September 28 – September 29, 2016; and

WHEREAS, the governing body of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members, and appoint an officer delegate of the governing body.

THEREFORE BE IT RESOLVED, that the following persons are hereby certified as Ingham County Representatives for the MERS 70th Annual Conference:

Officer Delegate: Tim Dolehaney, Controller/Administrator

Employee Delegate: James Huff, 911 Dispatcher

BE IT FURTHER RESOLVED, Ingham County will pay 2016 MERS Annual Conference expenses of the Officer Delegate and Employee Delegate pursuant to the County’s travel policy of $1018.25 not to exceed a maximum of $1,400.00.
This policy defines purchasing policies, bidding policies and procedures that apply to the purchase of all types of goods, materials, supplies, works and services required by Ingham County, other than borrowing and investing money, employment of professional services or when the Controller shall determine no advantage to the County would result therefrom.

All purchases made with funds approved by the Ingham County Board of Commissioners are appropriated contingent upon compliance with this policy. Purchases and contracts (including those for rentals and leases, but excluding those for real property) shall be made pursuant to this policy. Applicable competitive bidding categories, authorization limits or contract award procedures shall be based on unit cost, total purchase cost for consolidated bid items or fiscal year aggregates in the case of blanket purchase orders or similar ongoing purchasing arrangements. Splitting purchases in order to circumvent these competitive bidding procedures or authorization limits is prohibited.

History: 1980, Resolution 80-309, Effective December 9, 1980; -- Amended ______, Resolution ______, Effective ______

A. Definitions. In this policy “goods” shall include all supplies, materials, equipment, general maintenance and services, but does not include contracts for construction and construction maintenance. The minimum dollar value of equipment shall be $1,000. The minimum dollar value of computer equipment shall be $500.

A. Definitions. Terms and phrases used in this policy shall have meanings as follows:

Agreement (see Contract.)

Award Criteria means identified standards that establish a vendor’s conformance to all proposal requirements, including all form and substance. Ingham County shall award contracts on determination, in its sole discretion, of the advantageous proposal regardless of price.

Blanket Purchase Order refers to an open commitment with a specific vendor that include an estimated amount encumbered, terms and conditions for use, and limitations on the amount that may be charged per purchase. Departments may charge against a blanket purchase order throughout a fiscal year. (Also see Purchase Order.)

Board Chair means the elected Chair of the Ingham County Board of Commissioners.

Business means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity. (Also see Local Business.)

Change Order means a written order signed and issued by the Purchasing Director (or designee) that authorizes a vendor to modify an order. The change order may make written alteration to the
specifications, delivery point, rate of delivery, period of performance, price, quality, quantity, or other provisions of the contract.

**Contract** means an authorized agreement, regardless of what it is called (agreement, contract, etc.), for the procurement of supplies, equipment, services, or construction. (Also see cost reimbursement contract, personal services contract.)

**Contractor** (see Vendor.)

**Cooperative Procurement** refers to the combining of requirements of two or more public procurement agencies to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses.

**Corporation Counsel** means the chief legal officer named by the Board of Commissioners to handle legal matters on behalf of the County, including contract negotiations and interpretations.

**Construction** means the erection or assembly of large structures such as buildings and public works such as roads, dams, and bridges.

**Cost Analysis** refers to an evaluation of cost data for arriving at expenditures actually incurred or estimates of expenditures to be incurred, prices to be paid, and expenditures to be reimbursed.

**Cost Data** is factual information related to the price of labor, material, overhead, and other price variables associated with the use of equipment or material to be purchased.

**Cost Reimbursement Contract** is an agreement under which a vendor is reimbursed for expenses incurred as allowed and allocable in accordance with specified contract terms. (Also see contract.)

**Emergency** means a condition that threatens public health, welfare, or safety, which demands an immediate remedy on property, operations, or conditions that will continue to degrade and become increasingly costly and difficult to restore if immediate action is not taken.

**Emergency Purchase Order** refers to an official commitment for the value of material or service ordered as a result of a situation in which compliance with normal procurement practice is impracticable or contrary to the public interest.

**Employee** means any individual who draws a salary or wages from the County, whether elected or appointed.

**Fixed Asset** means County equipment and other properties with a purchase price of $5,000 or more, including tax and delivery, and relatively permanent.

**Formal Bids** are proposals for goods and/or services obtained by written solicitation.

**Goods** means commodities purchased or proposed for purchase.

**Immediate Family** means a spouse, children, parents, brothers, and sisters.

**Informal Bids** are offers made by vendors at the request of a requesting department.
Local Business refers to any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity, which maintains a physical working office within the geographic boundaries of Ingham County. (Also see Business.)

Original Equipment Manufacturer (OEM) refers to a specification limited to items by producer names or catalog numbers to describe the standard of quality, performance, and other salient characteristics needed to meet specified requirements.

Personal Services Contract refers to an accepted means for providing specialized tasks which cannot be as effectively accomplished by the regular work force. (Also see contract.)

Pricing Data means information about the cost of items substantially similar to those being procured. Prices in this definition refer to offered or proposed selling prices, historical selling prices and current selling prices.

Procurement means the buying, purchasing, renting, leasing, trading, or otherwise acquiring of any supplies, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any supplies, equipment, services, or construction.

Purchase Order means a formal commitment to purchase goods and/or services for a specified cost. (Also see Blanket Purchase Order).

Purchasing Director refers to the professionally trained person employed by Ingham County to obtain materials and services for county departments, in accordance with all state and local laws and internal county policies and procedures.

Relative means a spouse, child, step-child, grandchild, sibling, step-sibling, sibling in-law, parent, parent in-law, step-parent, grandparent, uncle, aunt, nephew or niece of a County official or employee.

Request for Proposals (RFP) means a solicitation made to potential vendors through a formal bid process by a requesting department interested in procurement of a commodity or service.

Requesting Department means any department, commission, board, or agency requiring supplies, equipment, services, or construction.

Responsible Bidder means a vendor who possesses the capability in all respects to fulfil contract specifications, and who has submitted a formal bid that conforms in all material respects to the requirements set forth in the solicitation.

Selection Criteria means established standards used to qualify a vendor.

Service refers to the furnishing of labor, time, or effort by a vendor not involving delivery of a specific product other than reports which are incidental to the required performance.

Specification means any description or scope of work of the physical or functional characteristics or of the nature of supplies, equipment, service, or construction. It may include a description of
any requirement for inspection, testing or delivery of supplies, equipment, services, or construction.

Vendor means any corporation or person that provides good or services to the County.


B. Purchasing Director Authority. The Purchasing Director shall act under the control and direction of the County Controller and the powers, duties, and obligations set forth herein for the Purchasing Director shall be exercised under the control, supervision, direction, and authority of the County Controller.

C. Use of Appropriated Funds. All funds appropriated by the Board of Commissioners for County departments, public officials or agencies for the purpose of purchasing supplies, materials or goods shall be spent according to the mandates outlined herein.

D. Department Responsibility. Each department of the County shall from time to time supply the Purchasing Director with such data, specifications, details and other information concerning the goods and services proposed to be acquired by the department head, including recommended vendors.

E. Requisition Authority. Each department of the County shall forward to the Purchasing Director its requisitions for goods in the following manner:

1. Requisitions for goods, the value of which exceeds the sum of one hundred dollars ($100) shall be signed by the department head or by a deputy, division or section head of his/her department who has been authorized to sign on his/her behalf.

2. Purchase of goods, the value of which is less than one hundred dollars ($100) must be vouchered and signed by the department head or a member of his/her department who has been authorized to sign on his/her behalf. Said person or persons shall be designated in writing to the Purchasing Director.

F. Master Vendor File. The Purchasing Director shall develop and maintain a master vendor file to be used for all procurement services by both Purchasing Department staff as well as other County employees authorized to procure goods and services.

1. Vendors interested in being included on the master vendor file must complete standard vendor registration forms developed by the Purchasing Department.

2. Once completed, these vendor registration forms shall be submitted to the Purchasing Department by delivery method as determined by the Purchasing Director (fax, online, mail, personal delivery, etc.).

3. Once received, all registration forms shall be reviewed for completeness and evaluated by the Purchasing Director or his/her designee.

4. As part of the registration process, all vendors must certify and agree to comply with the Ingham County Equal Opportunity/Non-discrimination Policy.
5. As part of the registration process, all vendors must certify and agree to comply with the Standards of Conduct for Ingham County Vendors Policy.

6. Upon completing the review and evaluation process, vendor information shall be entered into the master vendor file of the purchasing/financial system by authorized employees of the Purchasing Department and Financial Services Department.

7. Vendors are responsible for providing updated information as needed to ensure the accuracy of information contained within the master vendor file.

**History:** _____, Resolution _____, Effective _____

**G. Purchasing Requirements and Limits.** The following provisions shall apply to the purchase of goods, works and/or services:

1. The Purchasing Director shall decide which method to employ in obtaining the most favorable price after considering the nature or importance of the contemplated work, urgency of the requirement, general trade practice and prevailing market conditions.

2. Department heads may requisition the purchase of unbudgeted equipment up to a value of $2,500, provided funds are certified to be available within the department’s budget (other than Personnel items) for transfer to the appropriate Capital expenditure budget.

   **History:** 1994, Resolution 94-93, Effective April 26, 1994

3. All purchasing exceeding two thousand five hundred dollars ($2,500) shall be supported by a purchase order issued by the Purchasing Director, **provided that a formal contract has not been prepared by Corporation Counsel.** The Purchasing Director may issue a purchase order for less than two thousand five hundred dollars ($2,500) if he/she deems it necessary. **Acting as purchasing agent for the County, the Purchasing Director has the authority to issue and sign purchase orders at any level, provided that all approvals required by this policy have been secured. Upon approval from the Controller/Administrator, the Purchasing Director may complete supplemental forms required by vendors. The Purchasing Director may issue a purchase order for a combined purchase of a good and service where the total cost does not exceed five thousand ($5,000). Corporation Counsel, in consultation with the Director, shall periodically review and make recommendations to the standards terms and conditions of the purchase order.**

   **a.** Two or more purchase orders shall not be issued for portions of any single items if the total amount of the purchase orders exceeds the amount authorized in Sections F.3 and F.4 Section G, unless authorized by the Board of Commissioners.

   **b.** The Purchasing Director may authorize a blanket purchase order when material or equipment will be procured on a frequent or repetitive schedule. This order normally covers an annual period for specific items at unit prices.

   **c.** Since blanket purchase orders promote volume purchases and expedite department needs, a blanket purchase order may apply to more than one department.
4. The Purchasing Director shall acquire all goods where the anticipated cost exceeds two thousand five hundred dollars ($2,500) but less than ten thousand dollars ($10,000) from such suppliers and upon such terms and conditions as he/she shall deem advisable subject to him/her first obtaining at least three written quotes.

5. The Purchasing Director and Controller shall acquire all goods where the anticipated cost exceeds ten thousand dollars ($10,000) but less than twenty five thousand dollars ($25,000) from such suppliers and upon such terms and conditions as they shall deem advisable subject to him/her first obtaining at least three written quotes.

5. The Purchasing Director shall advertise for and obtain formal sealed bids and/or proposals for goods, works and/or services when anticipated costs exceed twenty five thousand dollars ($25,000), with final approval of the County Board of Commissioners.

6. Original Equipment Manufacturer (OEM)
   
a. Ingham County supports the use of OEM parts for repair or body restoration of county owned vehicles, and supports the use of OEM repair parts and repair parts certified by manufacturers, remanufacturers or rebuilders to meet or exceed OEM specifications for the repairs to county owned vehicles.

b. Only new OEM air bags, seat belts, shoulder belts and occupant restraint parts should be purchased or specified for repairs to county owned vehicles.

c. This policy does not preclude the use of replacement window glass or mirrors that meet OEM specifications, nor does it preclude the use of remanufactured or reconditioned OEM bumpers in making crash and body or other repairs to county owned vehicles.

d. In the case of unavailability, use of any parts other than OEM parts in making crash or body repairs, and the use of any parts other than new OEM parts in the case of air bags, seat belts, shoulder belts and occupant restraint parts, with the exception of window glass and mirrors, must receive prior approval from the Purchasing Director so as not to impede the progress of needed repairs but at the same time monitor any deviations from the use of OEM parts.

e. Use of any vehicle repair or maintenance parts which are not certified to meet or exceed OEM specifications must receive prior approval from the Purchasing Director so as not to
impede the progress of needed repairs but at the same time monitor any deviations from
the use of OEM parts or parts that meet or exceed OEM specifications or parts
remanufactured or rebuilt to OEM specifications.


7. Michigan Great Printers Project.

   a. Outside bids and purchases shall be limited to Michigan Great Printers when outside
      vendor supplied printing services are required.
   
   b. Ingham County will take the necessary steps to assure that support of the Michigan Great
      Printers Project is reflected in intra departmental printing services it provides.

   Effective ______

H. Contracts. In order to ensure consistency in contract administration or legal documents, and to
provide a standard for legal defense in case of a dispute or legal action, the following standards shall
apply to all contracts issued in compliance with this policy.

1. Administration. Department Heads or their designated representatives (e.g., a project
   engineer) shall act as contract administrators and shall be identified as such in contract
   language. Responsibilities of the contract administrator shall include the following:

   a. Provide notification to the Purchasing Director if a contracted vendor is non-
      compliant. This includes any item stated in the contractual language that is not being
      adhered to by the contractor. Non-compliance occurs, but not limited to, situation
      where:
      
      i. It is apparent the Contracted employee(s) do not possess the required skill set to
         accomplish the service or task outlined in the contract;
      
      ii. The contractor employee(s) cannot pass required background checks prior to
         commencement of scheduled work;
      
      iii. The contractor requests additional tools or services to be provided by the
         County;
      
      iv. The Contractor has no regard for safety issues that would put their employees,
         any County personnel, or the public in danger;
      
      v. The Contractor or any employee is abusive to any County employee or public
         citizen in the work area;
      
      vi. Any equipment or commodity provided to the County that appears to be or is
         substandard to the specifications delineated in the contract;
      
      vii. Any license or permit required for the contracted employee(s) or project has not
         been documented

   b. Notify the Purchasing Director if the scope of contracted services is changed in any
      way. This may include, but is not limited to:
      
      i. Change of designated contracted personnel as indicated in the contract;
      
      ii. Agreed upon implementation schedule or response times that need to be
         changed. This includes delays caused by the contractor, the County, or other
         factor;
iii. An agreed upon, but not approved change in the procedure to perform the same task;
iv. A substitute item or product that can be used in requested service;
v. Any request that incurs a cost change to the contract;
vi. During the course of the Contract, if applicable, the billable hours shall exceed the designated "Not to Exceed" amount of the contract.

c. Other Contract Administrator and Purchasing Director responsibilities:
   i. The contract administrator shall assure that contracts are approved as to form by Corporation Counsel, properly executed and filed with the County Clerk. The Board Chair shall sign all contracts on behalf of the County.
   ii. The Purchasing Director shall notify the contract administrator of contractor complaints during the contract period in a timely manner;
   iii. The contract administrator shall ensure that all required insurance coverages are obtained prior to and remain in effect through the entire contractual period; the Purchasing Department will, as part of its vendor registration process, request vendors to submit insurance certificates as appropriate;
   iv. The contract administrator shall notify the Purchasing Director if the vendor or the vendor's employees are revealed to be family members of any County employee;
   v. The contract administrator shall notify the Purchasing Director immediately if any other County department, not authorized to utilize the Contract, requests services from the vendor;
   vi. The contract administrator shall confirm with written notification to the Purchasing Director any and all proposed contractual changes for review and approval of the Purchasing Director
   vii. The Purchasing Director shall notify the contract administrator and the Financial Services Director of contract requests that seem inconsistent with the contracted scope of services and/or terms and conditions;
   viii. The contract administrator shall inform the Purchasing Director if there is a change in the designated contract administrator

2. **Short Form Authorization.** The maximum dollar amount for which the Short Form Authorization (service contracts) can be used is $5,000. Approval of the Purchasing Director, Controller, Liaison Chairperson, Finance Chairperson and Board Chairperson is required. A service contract over $5,000 requires approval by Board resolution. All contracts must be approved as to form by the County Attorney.

3. **Maintenance Contracts.** Maintenance contracts are used for procuring outside services or goods and services in combination. The following standards shall apply to maintenance contracts:

   a. The vendor must sign before final execution by the County.
   b. Worker's compensation insurance and liability insurance must be on file prior to final execution by the County.
   c. Additional terms and conditions must be carried out as required by the service provided, i.e. permits or inspection required, etc.
d. **Major contracts,** where extensive department involvement is required, must also be approved by the contract administrator before processing.

e. No full or preventative maintenance contracts shall be issued on a single item with a replacement value less than $5,000 unless approved by the Controller/Administrator.

f. Equipment having a replacement value in excess of $5,000 shall be eligible for full, preventative or time and material maintenance coverage as deemed appropriate by the department head.

4. **Professional Service Contracts.** Professional service contracts are used for procurement of specialized skills such as doctors, lawyers, nurses, architects, engineers, public relation firms, consultants, etc. The following standards shall apply to professional service contracts:

a. Depending on the type of service required or the liability incurred, the County may require sufficient insurance limits to cover items such as malpractice, etc. (See Section N)

b. Professional service contracts shall be executed on behalf of the County by the Purchasing Director, contract administrator, and Board Chair.

c. All professional service contracts shall clearly define the costs to be paid to the vendor.
   i. In addition to a total amount or expenditure, (such as a “not to exceed” amount) a specific hourly rates may be required in the contract document.
   ii. If applicable, a complete schedule of labor charges may be provided by the contractor.

d. The Purchasing Director reserves the right to withhold contract authorization when, in his/her opinion, the pricing information does not provide sufficient detail.

e. The vendor must sign the professional service contract before final execution by the County.

f. Worker’s compensation insurance and liability insurance must be on file prior to final execution by the County.

g. Additional terms and conditions must be carried out as required by the service provided, i.e. professional licensure, business licensure, etc.

5. **Sole Source Purchase.** Purchasing without competition is authorized under limited conditions and subject to written justification documenting the conditions which preclude the use of a competitive process. If the Purchasing Director determines that there is only one source that will satisfy the requirements and/or circumstances present, then he/she may negotiate and recommend award of a contract without competition to the sole source provided that the purchase is in compliance with the dollar approval limit authority.

a. Circumstances that may necessitate a sole source purchase include:
i. The purchase of technical equipment for which there is no competitive product and which is available from only one supplier

ii. The purchase of professional services from a vendor who is uniquely qualified to provide such services

iii. The purchase of a component or replacement part for which there is no commercially available product and which can be obtained only from the manufacturer

iv. The purchase of an item where compatibility is the overriding consideration

v. The purchase of a used item which becomes immediately available and is subject to prior sale

vi. The purchase of a particular product for trial or testing

vii. The use of other than OEM parts would void a still valid warranty

viii. The purchase of a product or service from a vendor who allows its product or service to be purchased by other governmental agencies from that contract

b. Documentation of Sole Source Purchase. Any request by a department that a purchase be restricted to one (1) potential supplier shall be accompanied by a written explanation from that department’s head official as to why no other supplier will be suitable or acceptable to meet the need. This written justification shall be placed in the procurement file for audit purposes.

c. Approval of Sole Source Purchase. Sole source purchasing at any level shall be subject to approval by the Board of Commissioners.

d. Non-continuous Need for Sole Source. The Purchasing Director shall take reasonable steps to avoid using sole source purchasing except in circumstances where it is both necessary and in the best interests of the county. Whenever possible, the Purchasing Director shall take action to avoid the need to continue to purchase the same construction, commodities, supplies and/or services without competition.

e. Sole Source Purchasing Procedures.

i. The Purchasing Director may use a letter to request a bid/proposal from a sole source supplier. The letter shall refer to, or attach all terms and conditions of the proposed contract.

ii. The Purchasing Director shall ensure that each sole source contract contains all of the required clauses, representations, terms, conditions and certifications, in accordance with the requirements of these policies and procedures.

iii. The Purchasing Director has a duty to negotiate the most favorable price and terms and conditions notwithstanding the sole source nature of the purchase.

6. Duration. The majority of contractual agreements run for a period of one to three years. In some instances, the Purchasing Director may consider longer contractual terms when advantageous, up to a total of five years. Such considerations include anticipated price increases or the vendor requires a lengthy start up time for the delivery of goods and services. Contracts which exceed three years shall require the approval of the Purchasing Director. The Board of Commissioners shall approve contracts beyond five years.
7. **Corporation Counsel Approval.** All contracts and legal documents used in the procurement of equipment, supplies and services are to be approved through Corporation Counsel. Any wording changes requested by departments or vendors must be submitted to Corporation Counsel before inclusion in any contract.

8. **Amendments.** Upon recommendation of the Controller, the Board of Commissioners is authorized to execute, on behalf of the County, amended contracts for goods and/or services, which contracts (1) have been previously approved by the Board and are currently in effect; (2) result in a decreased cost to the County; (3) are with the same contractor; (4) are for the same contract period of time; and (5) are for the same goods and/or services as previously approved by the Board.

   a. The County Attorney shall approve as to form all amended contracts prior to execution by the Chairperson or Chairperson Pro Tem.

   b. The Controller shall report to the Finance Committee all contracts that have been amended and executed within 90 days.


G. **Single-Item Purchase Orders.** Two or more purchase orders shall not be issued for portions of any single items if the total amount of the purchase orders exceeds the amount authorized in Sections F.3 and F.4, unless authorized by the Board of Commissioners.

I. **Emergency Purchases.** Notwithstanding the provisions of this policy, emergency purchase of goods, works and/or services may be made by the Purchasing Director, under the direction and authorization of the Controller, wherein the immediate purchase is essential to prevent detrimental delays in the work of any department or which might involve danger to life and/or damage to County property. In all such cases a report shall be filed jointly by the Purchasing Director and respective department head to the next meeting of the County Services Committee setting out the nature of emergency and the necessity of the action taken pursuant to this Section, should the amount exceed that provided for in Sections G and H.2. All such emergency purchases shall be covered by a subsequent purchase order.

**History:** 1980, Resolution 80-309, Effective December 9, 1980; -- Amended 2002, Resolution 02-286, Effective January 1, 2003

J. **Cooperative Procurement.** When a Public Procurement Unit administering a cooperative purchase program complies with requirements of this section, as determined by the Purchasing Director, purchase from that agency shall be deemed to have complied with this policy. The Purchasing Director is authorized to complete contractual forms required by eligible cooperative procurement vendors.

   1. County departments may not utilize a cooperative purchasing agreement to circumvent competitive bid requirements, these policies and procedures, or Purchasing Department processes.

   2. The use of cooperative purchasing agreements by County departments shall only be with the expressed authorization of the Purchasing Director.
3. **Prior to authorization, the Purchasing Director shall complete and document the following:**

   a. *Compare available cooperative contracts for the required product or service, and evaluate whether use of a cooperative contract is appropriate.*

   b. *Ensure that the use of the cooperative contract meets competitive requirements.*

   c. *Review the cooperative contract for conformance with applicable laws and best practices.*

   e. *Contact the cooperative lead government agency to verify contract application and eligibility.*

   History: _____, Resolution ______, Effective ____

K. **Bid Procedure.** The following bid procedure shall apply to the purchase of all types of goods, works and/or services (except professional services) where the amount of the bid is expected to exceed twenty-five thousand dollars ($25,000). The competitive bidding requirement shall not be applicable to any transactions between Ingham County and any other governmental units, nor to emergency repairs or services, professional services, real estate and sole source purchases. The purchase of goods and services through Cooperative Purchasing Agreements, such as the State of Michigan Extending Purchasing Program, which selects it vendors through an open competitive process, shall not be subject to the competitive bidding requirement.


1. **Advertising.** Bids *where the anticipated total exceeds $25,000* shall be called by public advertisements unless the Board of Commissioners shall otherwise direct.

2. **Bid Closing Time.** Requests for bids/proposals shall state that bids will be received not later than a given local time on a specified day. Bids/proposals shall be opened in the afternoon of such specified day at a day and time to be established by the **Controller Purchasing Director**.

3. **Release of Information to Bidders.** Upon the request of a prospective bidder the Purchasing Director shall supply the following materials for each proposed contract:

   a. One copy of the official bid form

   b. One standard bid envelope

   b. Bid materials, such as specifications, plans, profiles, etc.

   This procedure shall be amended when prequalification is a requirement of the contract.

   When a fee for bid material is required it shall be paid by the County. When a fee is refundable it will be returned when bidding material is returned in good order. *All costs associated with bid preparation shall be borne by the bidder.*
In the event the Controller or Purchasing Director deems it necessary he/she must submit a bid bond, performance bond, discrimination clause, payment bond, and/or material bond.

4. **Recording and Control of Bidding Material.** A list of prospective bidders shall be maintained by the Purchasing Director.

It is essential that names and addresses are recorded when bids are released to facilitate distribution of addenda and when necessary to extend or cancel a contract under call.

5. **Preparation of Addenda.** Interpretations should be made in response to queries from bidders only in the form of written addendum. When it becomes necessary to revise, delete, substitute or add to bidding material for a contract under call, the Purchasing Director shall approve the issuance of an addendum or cancel the contract.

6. **Notification of Addenda to Contractors / Suppliers.** A copy of each addendum shall be forwarded by Registered E-Mail to each contractor / supplier who obtained a bid form for the contract at his/her last known place of business. A copy of the addendum notice shall also be stapled to each bid form not yet distributed. If an addendum notice as aforesaid is prepared too late to allow notification by mail prior to the contract closing time, in addition to mailing the notice, each contractor/supplier who obtained bid forms for the contract shall be notified of the revision by telegram directed to his/her last known place of business whatever means necessary as determined by the Purchasing Director. In addition to the above procedure, prior notice of the mailing shall be given to the contractor/supplier by telephone when practical.

7. **Notification to Contractors / Suppliers of Cancellation of Contract.** Each contractor / supplier who received bid documents shall be notified by Registered E-Mail addressed to his/her last known place of business of the cancellation of the contract. In addition to the above procedure, prior notice of the mailing shall be given to the contractor/supplier by telephone when practical.

8. **Return of Bids on Cancellation of Contracts.** When a contract is cancelled, no bids will be accepted. All bids received shall be returned unopened to the contractor/supplier by hand or by Registered mail with a covering letter addressed to his/her last known place of business.

9. **Notification to Contractors / Suppliers of Extension of Time.** Each contractor / supplier who received bid documents shall be notified by Registered mail addressed to his/her last known place of business of the extension of time. In addition to the above procedure, prior notice of the mailing shall be given by telephone when practical.

10. **Disposition of Bids When Closing Date Has Been Extended.** When the closing date for receiving bids has been extended, bids already received shall be handled as follows:

   a. If the extension of time is two weeks or less, the contractor/supplier shall be advised that his bid will be returned upon request.

   b. If the extension of time is more than two weeks, all bids shall be returned unopened. All communication by mail shall be registered and addressed to his/her last known place of business.
11. **Bid Requirements.** All bids shall either be mailed or delivered personally to the offices of the County Controller *Purchasing Department.* Bids are required to conform to the conditions listed below.

a. The correct bid form, as supplied by the County, must be used and in the possession of the Controller *Purchasing Director* or his/her duly authorized representative on or before the bid closing time and date. **Bids received after closing time will not be considered.**

b. The bids must be legible, written in ink, or by typewriter or by printer and all items must be bid, unless the bid specifically permits otherwise, with the unit price for every item and other entries clearly shown.

c. Adjustments by telephone, telegram or letter to a bid already submitted will not be considered. A bidder desiring to make adjustments to a bid must withdraw the bid and/or supersede it with a later bid submission.

d. The official bid return envelope supplied by the County must be used for bidding purposes without any extra exterior covering. Provision shall be made on the bid envelope for the contract number and the name and address of the contractor / supplier. (This information will be completed by the County at the time of issuance of the envelope.)

d. The bid form must be signed in the space(s) provided on the form, with the signature of the bidder or of a responsible official of the contractor/supplier bidding. If a joint bid is submitted, it must be signed on behalf of each of the bidders and if the signing authority for both bidders is vested in one individual, he shall sign separately on behalf of each bidder. In the case of an incorporated company the bid must be signed by proper signing officers. Qualified contract bid form(s) must be submitted under the name of the contractor/supplier (group of contractors/suppliers) who has (have) been approved as having the required rating for the contract being bid.

e. Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the contractor/supplier bidding.

f. **When deemed necessary by the Purchasing Director,** the bid shall be accompanied by a bid bond *(in lieu of a bid bond, or deposit in the form of a certified check or cashier’s check, bank draft or money order may be submitted)* payable to the *Ingham County Treasurer* equal to or greater than the amount specified in the bid, and must be enclosed in the same envelope as the bid.

12. **Deposit Requirements.** Deposits may be required at the discretion of the County Controller or pursuant to his authorization, the Purchasing Director. If deposit requirements for contracts, including those for the purchase of goods are required, a minimum deposit of ten percent (10%) of the total bid submitted shall be required.

a. Deposits must be submitted with the bid. Deposits may be certified check, bank draft or money order or any combination thereof (see Sections K.23.i and K.23.j).
b. Should the Purchasing Director suspend the deposit requirements for a particular contract, such suspension shall apply to all bidding on that contract.

12. Failure to Observe Bid Requirements. If any of the bid requirements (see Section K.11 and K.12) have not been met, the bid shall be considered to be an “improper bid” and dealt with as set out in Section K.24.

13. Bonding Requirements. When stipulated within the conditions of a bid, a performance bond for 100 percent of the bid or 50 percent in the case of prequalified contracts or other amounts when conditions warrant, issued by an approved guaranty company on a form acceptable to the County or 100 percent of the amount of bid in cash or certified check must be furnished by the contractor before the contract is signed.

Bid Security and Bonding Types. The following are established bid security and bonding types for the purchase of construction, services, and goods for the county. A bid security, also referred to as a bid bond, is a guarantee that the successful bidder/offeror will accept and execute the contract as bid/proposed. If the bidder fails to accept and execute the contract as bid/proposed, the bid deposit is forfeited to the county.

a. Bid Bond. Bidder/offeror’s bid/proposal is accompanied by a bid bond in a minimum amount equal to five percent (5%) of the bid amount. The bond shall be with a Surety licensed and admitted to do business in the State of Michigan and in a form acceptable to the county. The Surety shall be acceptable to the county.

   i. Failure to so provide such bid deposit when required in the solicitation shall require rejection of the bid. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied. Appropriate bid deposits accompanying bids which are rejected will be returned to bidders, without interest, within five (5) working days after rejection of the bids.

b. Performance Bond. The Contractor, as Principal, furnishes a Surety Bond in form acceptable to the county in an amount at least equal to one-hundred (100%) percent of the contract amount as security for faithful performance of this contract. The county shall be obligee under said bond. The bond shall guarantee the faithful performance and shall indemnify and save harmless the obligee from all costs and damages by reason of the Principal’s failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the county.

c. Payment Bond. The Contractor, as Principal, furnishes a Surety Bond in form acceptable to the county in an amount at least equal to one-hundred (100%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan. The Surety shall be acceptable to the county.
d. **Maintenance Bond.** The Contractor, as Principal, shall furnish a surety bond in form acceptable to the county guaranteeing that faulty materials will be replaced and/or workmanship will be corrected to the satisfaction of the county. Said bond shall be for a minimum period of one (1) year from the date of final acceptance by the Principal. Said bond shall be with a Surety licensed and admitted to do business in the State of Michigan and acceptable to the county.

e. **Additional or Substitute Bond.** If at any time the county, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from the county to do so, substitute an acceptable bond(s) in such forms and sum and signed by such other Surety as may be satisfactory to the county. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the county.

f. **Bid Security Applicability.** Generally, bid securities are not required unless the solicitation specifies that a contract is to be supported by a performance and/or payment bond. The bid security, if required, shall be payable to the Ingham County Treasurer. Bid deposits shall be recorded and secured by the Purchasing Department.

Any bid that is in excess of $50,000.00, if awarded, will be required to provide 100 percent (100%) of the contract amount coverage in Performance Bond and Payment Bond as required by Public Act No. 213 of 1963 – Contractor's Bond for Public Buildings or Works. The bond must be with surety companies satisfactory to the county and who are listed in the Federal Register as published by the U.S. Department of Treasury under the most recently revised Circular 570. In addition, each surety company shall be admitted and licensed to do business in the State of Michigan by the Michigan Department of Labor and Economic Growth Office of Finance and Insurance and have a minimum A.M. Best Company's Insurance Report Rating of A or A- (Excellent).

g. **Acceptable Bid Security.** Acceptable bid security shall be limited to:

   i. A one-time bid bond underwritten by a company licensed to issue bonds in the State of Michigan.

   ii. A bank cashier’s check made payable to Ingham County.

   iii. A bank certified check made payable to Ingham County.

The bid security is submitted as a guaranty that the offer will be maintained in full force and effect for a period of not less than ninety (90) days after opening of the offers or as specified in the solicitation.

h. **Submission of Performance and Payment Bonds.** Performance and Payments Bonds shall be submitted to the Purchasing Director at least ten (10) days prior to the commencement of work covered under the contract.

14. **Bid Materials.** The requirements of Section K.11 and Section K.12 shall be included as part of the bidding material.
15. **Receiving Bids.**

a. Bids received in other than the bid envelope supplies shall not be accepted by the Controller’s Office. Such bids shall be returned unopened in the same manner as provided in Section K.16.d.

b. When a bid is received, the envelope shall be time and date stamped. If a time stamp is not available, the time of receipt shall be noted in ink and initialed by the Controller’s Purchasing Department staff. Receipt of such bids shall be recorded on a list of bids received and bids shall be deposited unopened in the proper bid box. A bid shall be deemed to have been received when the envelope and Record of Bid/Proposal Opening sheet has been stamped with the time and date of receipt by the Controller’s Office Purchasing Department. The number of bids received and the names of bidders is confidential information and shall not be divulged prior to the bid openings.

c. To ensure accurate time, the Controller’s Office Purchasing Department shall ensure that the correct time is used.

d. Regardless of the time a bid is received, the envelope and Record of Bid/Proposal Opening sheet shall be time and date stamped. If the bid is for a contract already closed it shall be returned unopened to the bidder. If the bid is to be returned by mail, it shall be accompanied by a cover letter stating that the bid could not be accepted because of its late arrival. If a late bid is received without a return address on the envelope it shall be opened, address obtained and then returned. The covering letter should state why the envelope could not be returned unopened.

d. Any correspondence pertaining to adjustments, corrections or restrictions to a bid, which is received with a bid but outside the bid envelope or is received after a bid has been submitted but prior to closing time, shall not be considered, and the bidder shall be advised by mail or phone of the withdrawal procedures if possible and practical. A post-bid addendum may be issued by the Purchasing Director when further clarification of the responses is needed.

16. **Withdrawal of Bids Prior to Bid Opening.** A contractor/supplier who has submitted a bid on a contract may request that his bid be withdrawn. (Adjustments or corrections to a bid submitted will not be allowed.) The withdrawal shall be allowed if the request is made before the closing time for the contract to which it applies. Withdrawal requests must be directed to the Purchasing Director in writing by an authorized official by letter, telegram or in person. Telephone requests shall not be considered. When withdrawals are made in person, the Purchasing Director shall obtain a signed withdrawal form confirming the details. If the person requesting the withdrawal is other than a senior official of the company and for letter or telegram written withdrawals, the authenticity of the request must be confirmed by telephoning the proper signing officer of the Company when practical. Bids confirmed as withdrawn prior to being placed in the bid box received shall be returned unopened to the contractor/supplier. Withdrawals received after the bid has been deposited shall, together with the confirmation of withdrawal be placed in the bid box. These bids are dealt with at the opening by announcing that the bids are withdrawn and are to be returned (see Section K.19.e and K.19.k). Withdrawal requests received after the contract closing time will not be allowed. The party concerned shall be informed that the withdrawal request arrived too late for consideration. However, when the bid is read out at the
bid opening, and if it is the lowest bid on the contract, the bidder may then proceed in accordance with Section K.18. The timely withdrawal of a bid does not disqualify a bidder from submitting another bid on the same contract.

18. Withdrawal of Bids during Bid Opening. During a bid opening at the conclusion of the reading out of bids on a contract, the low bidder may withdraw any of his/her remaining bids on other contracts. Bids withdrawn under this procedure cannot be reinstated (see Section K.19.a). If more than one bid is read out under the same name for the same contract and no withdrawal notice has been received, the bid contained in the envelope bearing the latest date and time stamp shall be considered the intended bid. The first bid received shall not be considered withdrawn and returned to the bidder in the usual manner (see Section K.19.m).

17. Opening Bids. Bids shall be opened publicly by the Purchasing Director or his designate in the presence of one witness. Any other person desiring to be present at the opening of the bids may attend.

a. Bids shall be opened by the Purchasing Director or his designate in the presence of two witnesses who may consist of the Chairman, the Chief Administrative Officer, heads of departments or directors or their delegates; any other person desiring to be present at the opening of the bids may attend.

b. When there are two or more bids to be opened at the same time and upon the request of a bidder, a lottery shall be held to determine the order in which the bidder calls will be dealt with at the opening.

c. When the order in which the bid calls will be dealt with has been established, the Controller’s staff and the Purchasing Director shall unlock the bid box and remove its contents.

d. Any bid which does not have the contract number on the envelope shall be opened and placed with its appropriate group.

e. Any correspondence requesting withdrawal of bid shall be read by the Purchasing Director who shall state the nature of correspondence, the name of the bidder and the contract number. He shall then attach the withdrawal notice to the bid envelope which shall remain unopened.

f. When the correspondence in the bid box has been dealt with the remaining bids shall be opened. Each bid form shall be stapled to the applicable bid envelope, the deposit check clipped to the bid form and the bids sorted according to contract number.

g. If correspondence is found enclosed with a bid in the bid envelope which, in the opinion of the Purchasing Director could qualify the bid in any way, the bid shall initially be considered an “improper bid” and shall be so noted in the record of bids opened and the bid read out in the normal manner. This correspondence and the bid shall be referred to the County Services Committee for decision as to acceptance or rejection (see Section K.24).

h. When bids have been opened and sorted, the Purchasing Director shall check the listing of bids received, and the number of bids opened to ensure that all bids received are accounted for. If a discrepancy occurs, the bid opening proceedings shall be delayed until all bids have been accounted for.

i. When all bids have been accounted for, the Purchasing Director shall announce for each contract, the contract number, and the number of bids received and for each bid, the name of the bidder and total bid amount, simultaneously recording the name of each bidder, the amount of the bid and the deposit check on a bid opening form.

j. When, during the reading out of the bids, the Purchasing Director receives a bid that has correspondence requesting withdrawal attached, he shall read out the contract number and the bidder's name and indicate to those in attendance that the bid is one previously announced as withdrawn at the request of the bidder (see Section K.19). The bidder's name for each withdrawn bid shall be recorded immediately following the names of the bidders whose bid will be considered, noting the method and date of withdrawal. If, during the reading out of bids, the Purchasing Director receives a bid with correspondence other than a withdrawal request attached, he shall read out the bid in the normal manner.

k. When all bids for a contract have been read out and the information has been recorded by the Purchasing Director, he shall close off the Record of Bids Opened by drawing a diagonal line in the unused space under the information listed and sign the form.

l. During the reading out of the bids the Purchasing Director shall check for more than one bid under the same name (without a notice of withdrawal). If this situation occurs, if shall be dealt with as in Section K.17. If two bids for the same contract are received in the same bid envelope (contractor's copy included), the signed copy or if both are properly executed and prices differ the lower price shall be considered the intended bid, which shall be processed in the normal manner.

m. A contractor/supplier (read out as low on a previous contract) who desires to withdraw a bid(s) during an opening shall attest in writing to his identity and state the contract(s) on which he desires to withdraw. The Notice of Withdrawal of Bid must be signed by the contractor/supplier. This Notice must be handed to the Purchasing Director before the reading out of the first bid on the contract(s) to which it applies (see Section K.18). The Purchasing Director shall attach it to the applicable bid. He shall read out the bidder’s name and announce that the bid has been withdrawn in accordance with established procedure. He shall not read out the bid amount of the withdrawn bid. A contractor/supplier who withdraws a bid on the strength of being read out as low bidder on a previous contract does not have the right to reinstate the withdrawn bid if subsequent checking proves that his bid on the previous contract was not in fact low.

a. **Delivery of Bids.** Bids shall only be delivered to and opened at the Purchasing Department. Bids delivered to other county departments shall be considered late, will not be opened, and shall be returned to the vendor with a letter explaining why the bid is being returned.
b. **Bid Opening.** The bid opening shall be held on the date and at the time announced in the solicitation or at the date and time announced in any subsequent addendum. All bids received on or before the date and time specified in the solicitation document shall be opened publicly and read aloud by the Purchasing Director, or his/her designee.

c. **No Late Bids Accepted.** Any bid received after the date and time stated in the solicitation will be date/time stamped and returned to the vendor unopened with a letter explaining why the bid is being returned. The county shall not be responsible for late bids received due to problems with the United States Postal Service or other delivery services, adverse weather conditions, parking problems, unforeseen problems of the vendor(s) or any other situation where a bid cannot be delivered by the time and date specified in the document.

d. **Unidentified Late Bids.** If the packet number or vendor name is not listed on the outside of the envelope/package, the Purchasing Department will open the envelope/package, identify the bid, then reseal and return it to the vendor with a letter explaining why the bid is being returned.

18. **Check Bids.** The bids will be checked to determine whether: (i) all bidding requirements have been met; (ii) all unit prices have been correctly extended; and (iii) the extensions have been correctly totaled. Bidders which do not conform to bid requirements of Section K.11 or which require mathematical correction(s) shall be deemed “improper bids” and dealt with as set out in Sections K.20, K.21 and K.22. All checking shall be completed by the Purchasing Director or his/her designee as soon as possible following the public portion of a bid opening. The Purchasing Director or his/her designee shall check to ensure that:

a. the bidder’s name and bid amount shown on the **Record of Bids Opened** Record of Bid/Proposal Opening sheet is correct.

b. the bid is properly signed,

c. the correct bid form and envelope have been used.

d. each bid envelope is time and date stamped prior to the contract closing time.

e. the deposit (when applicable) is sufficient and in an acceptable form.

f. each item on the bid have been bid (unless the bid specifically permits otherwise).

g. all extensions and the total for each bid are correct. If an extension or total is incorrect, the checker shall cross out the incorrect figure shown on the bid form, enter the correct figure in red above it and initial the entry. If the extension and total are correct the checker shall affix a numbered stamp or initial each bid adjacent to the total certifying that it has been checked.

h. the bid is free of restrictions or alterations.

i. all other bidding requirements have been met.
19. **Contract on which All Bids are in Order.** The Purchasing Director shall report in writing a summary of all bids received to the County Services Committee, or other appropriate committee, with his/her recommendation as to which, if any, of such bids shall be accepted. The Committee shall approve awarding of the contract to the lowest qualified bidder provided funds are available. In the event that only a single bid was received, or that the lowest bid was not recommended or the amount of said bid was in excess of the approved budgetary appropriation, a report shall be sent by the Purchasing Director to the appropriate committee notifying them of the same.

**History:** 1980, Resolution 80-309, Effective December 9, 1980; -- Amended 2002, Resolution 02-286, Effective January 1, 2003

20. **Contract on which Improper Bids have been Received.** Following completion of the checking procedures outlined in Section K.18, bidding infractions, if any, shall be noted in the Record of Bids Opened Record of Bid/Proposal Opening sheet. This notation must clearly state the reason the bid has been considered improper. The Purchasing Director shall then decide on the acceptance or rejection of all bids noted as improper on the Record of Bids Opened Record of Bid/Proposal Opening sheet.

21. **Basis of Decisions on Acceptance or Reject of Improper Bids.** Extreme care must be exercised by the Purchasing Director responsible to ensure that improper bids are handled in a manner which is fair to other bidders as well as the public.

   a. Late bids must be rejected (see Section K.17.c).

   b. Bid form or envelope not used:

      1. Bids received on other than supplied bid forms may be rejected.

      2. Bids received in other than the bid envelopes supplied may be rejected.

   b. Bids not completed in ink or by typewriter must be rejected.

   c. Partial bids may be rejected except when the bid form clearly states that an award may be made for individual items (e.g., contracts such as equipment rental or some material contracts which are in effect several individual contracts combined.

   d. If a bid is restricted by a statement added to the bid form or a covering letter or alterations to a form, it may be rejected unless the change was requested by the County (e.g., F.O.B. point changed, escalator clause, etc.).

   e. Bids that are not properly signed must be rejected.

   f. Bids that are not properly sealed may be rejected.

   g. In cases of erasure, overwriting or non-initialed strike-outs, these bids may be accepted provided the price in legible.
h. Bids containing arithmetical corrections from the checking procedure may be accepted. Bid unit prices shall ordinarily be used to correct extensions.

i. Deposit not submitted or of insufficient amount: *If a Bid Bond is specifically requested by the Purchasing Director and is not submitted, the bid must be rejected."

   1. If a certified check, bank draft, or money order is specifically requested by the Purchasing Director and is not submitted, the bid must be rejected.

   2. If a certified check, bank draft, or money order for an insufficient amount is submitted, if in the opinion of the Purchasing Director an honest error was made, a bidder may be allowed a reasonable time to submit sufficient deposit. If the deposit is not received within the time allotted the bid must be rejected.

k. Agreement to bond:

   1. If an agreement to bond is not submitted, when required, the bid may be rejected.

   2. If an agreement to bond is not properly executed, when required, a bidder may be allowed a reasonable time to have it corrected. If the corrected agreement is not received within the time allotted, the bid must be rejected.

22. Decisions on Improper Bids. When an improper bid must be rejected as outlined in Section K.21, the amount of the bid shall not be recorded in the Record of Bids Opened *Record of Bid/Proposal Opening sheet*; instead the words “Rejected Bid” shall be recorded instead. When an improper bid is one that may be accepted as outlined in Section K.23, it shall be noted as an “Improper Bid” in the Record of Bid Opening along with the amount of the bid. All bids shall then be referred to the Purchasing Director for review of the bids in order to recommend an award. In his report he shall recommend acceptance or rejection of any improper bid and he shall recommend the award of the contract.

23. Notification of Acceptance of Bid. Upon the award of the contract the Purchasing Director shall immediately advise the successful bidder that his/her bid has been accepted.

24. Disposition of Deposit Checks Bid Guarantees. Following the opening of bids, all deposit checks bid guarantees of other than the low and second low bidders and any others that the Purchasing Director elects to retain, shall be returned to the applicable bidders by Registered Mail to his/her last known place of business or by hand. If a deposit checks bid guarantees is returned by hand, a letter acknowledging receipt must be signed by the bidder. The retained deposit checks bid guarantees will be held until the contract is executed (see Section K.27). The Purchasing Director may permit the substitution of a bid bond of equal cash value to replace the bid deposit of the second lowest bidder and any other bid deposits held until the contract is executed.

25. Disposition of Withdrawn Bids. Following the bid opening, the Purchasing Director shall return the withdrawn bids and the deposit checks bid guarantees (when applicable) to the bidders by Registered Mail or by hand. If a bid and deposit checks bid guarantees is returned by hand, a letter acknowledging receipt must be signed by the bidder.
26. **Execution of Contract.** A contractor/supplier shall be allowed ten working days between the date of mailing the Form of Contract Notice to Proceed and the date the executed contract must be returned to the contract administrator and Purchasing Director.

27. **Action on Acceptance of Contract.** When copies of the executed contract are returned and found acceptable to the contract administrator and Purchasing Director, all deposit checks and/or bid bonds bid guarantees shall be returned by Registered Mail to his/her last known place of business or by hand. If returned by hand, a letter acknowledging receipt must be signed by the bidder.

28. **Action when Successful Bidder Does Not Finalize Contract.** If a contract has been awarded and the successful bidder fails to sign the contract or provide a contract bond, cash or other acceptable collateral within the specified time (see Section K.28), the Purchasing Director may grant additional time to fulfill the necessary requirements or may recommend that (i) the contract shall be awarded to the next low bidder; or (ii) that the contract shall be cancelled. In either case, deposit bid guarantees of the bidder shall be forfeited. If a contract is to be awarded to the second low bidder, his/her deposit bid guarantees shall be retained until he/she has actually signed the contract. If the second low bidder fails or declines to execute the contract if awarded to him/her, his/her deposit bid guarantees shall be forfeited.

29. **Purchase Order.** A bid for the purchase of goods shall be confirmed by the issuing of a purchase order subject to the limitations contained herein.

30. The contractors, suppliers and bidders shall also mean their heirs, executors, administrators and assigns.

L. **Right to Reject.** Notwithstanding the provisions of this policy, the County shall have the right to reject the lowest or any bid/proposal at its absolute discretion.

M. **Identical Low Bids.** When identical low bids are received, the Purchasing Director (and the appropriate department official) shall enter into negotiations with the several bidders concerned and shall attempt to obtain a lesser price for the supply of such commodity. If such negotiations are successful, the Purchasing Director may recommend the acceptance of the bid of the contractor, for the supply of such goods, works and/or services with the bidder who submits the lowest price for the supply of the commodity.

In the event such negotiations fail to result in a lesser price, the Purchasing Director shall first purchase from the supplier who has a place of business in Ingham County and next from the last successful supplier on the previous order, assuming satisfactory quality of service has been received.

N. **Confidential Information.** No confidential information shall be divulged prior to the appropriate time which would cause unfair advantage to any prospective bidder. If the bids are public, prospective bidders will be notified of the time, place, and date of the public opening and invited to attend.

O. **Insurance Requirements.** A vendor, and any and all of his/her subcontractors, shall not commence work for the County until they have obtained the insurance required under this section. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the County and rated “A” by the A.M. Best
Company (www.ambest.com). The required coverage is stipulated for the service to be performed and shall include the following:

1. **Worker's Compensation Insurance.** The vendor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

2. **Commercial General Liability Insurance.** The vendor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than $1,000,000 per occurrence and $1,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include the following extensions:
   a. Contractual Liability
   b. Products and Completed Operations
   c. Independent Vendors Coverage
   d. Broad Form General Liability Extensions or equivalent, if not already included
   e. Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable
   f. Per contract aggregate

3. **Motor Vehicle Liability Insurance.** The vendor shall procure and maintain during the life of any contract Motor Vehicle Liability Insurance, including applicable No-Fault coverages, with limits of liability of not less than $1,000,000 per occurrence and $1,000,000 aggregate for bodily injury and property damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

4. **Additional Insured.** Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement which states the following shall be “Additional Insureds: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

   The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.”

5. **Cancellation Notice.** All insurances described above shall include an endorsement which states the following: “It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854.”

6. **Proof of Insurance.** At the time the contracts are returned by him/her for execution, vendors shall provide the County of Ingham two (2) copies of aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. Vendors shall provide the County evidence that all subcontractors are included under the vendor’s policy. If any of the above coverages expire during the term of this contract, the vendor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

History: _____, Resolution ______, Effective ______
P. Conflict of Interest.

1. Board of Commissioners. No member of the Board of Commissioners, individually or through a business in which he or she is an owner, partner or has a financial interest other than as an employee, will be allowed to bid or perform as a contractor or sub-contractor on any County construction project.

2. Employees.

a. Consistent with the Contracts of Public Servants with Public Entities Act (Act 317 of 1968, being MCL 15.322), no contracts shall be entered into between the County, including all agencies and departments thereof, and any employee or officer of the County. No County employee or officer shall directly or indirectly solicit any contract between the County and:
   i. Himself/herself.
   ii. Any firm (meaning a co-partnership or other unincorporated association) of which he or she is a partner, member or employee.
   iii. Any private corporation in which he or she is a stockholder owning more than 1% of the total outstanding stock of any class where such stock is not listed on a stock exchange or stock with a present total market value in excess of $25,000.00 where such stocks listed on a stock exchange or of which he or she is director, officer or employee.
   iv. Any trust of which he or she is a beneficiary or trustee.

b. A County employee or officer shall not do either of the following:
   i. Take any part in the negotiations for such a contract or the re-negotiation or amendment of the contract, or in the approval of the contract.
   ii. Represent either party in the transaction, nor renegotiations thereof or amendment thereof or in the approval thereof, nor shall he or she represent either party in the transaction.

3. Former Employees. To avoid the potential for conflict of interest, or any appearance thereof, the Ingham County Board of Commissioners requires that all requests for entering into professional service contracts with former County employees be approved by the Board of Commissioners.

4. Employee Relatives. To avoid any real or perceived conflict of interest, all proposals or contracts for professional services should, to the extent possible, identify any relative of the contractor of his/her employees who are presently employed by the County of Ingham.

5. Notification and Enforcement.

a. All proposal and contractual language for professional services shall include a clause requiring prospective and/or current vendors to notify the County of any relationship between the vendor and employees of the County.
b. Notification of the relationship between the vendor and any County employee shall be placed in the Purchasing Department contract file for future reference, as deemed necessary.

c. In the event that a County employee enters into a contractual agreement, in violation of this policy, the person or persons having obtained knowledge that a contractual relationship exists between the County of Ingham and a County employee shall make immediate notification to the Purchasing Director. The Purchasing Director shall then make immediate notification to the Human Resources Director and County Controller for action as deemed appropriate in accordance with this policy and Act 317.

Q. **Vendor Performance Assessment.** In order to provide a uniform standard for documenting and monitoring vendor performance, contract administrators shall complete a vendor performance assessment upon completion/expiration of each project/contract. This data will assist the Purchasing Director in objectively assessing vendor performance and shall also serve as notice to the Purchasing Director of inadequate vendor performance. The contract administrator must define what constitutes acceptable performance. This can be as simple as delivery of a product by a specified date, or be as complex as a highly evolved set of performance criterion and measures. In the event that a contract administrator experiences a problem with a vendor’s performance, the following steps should be performed:

1. The contract administrator shall contact the vendor to try to resolve the problem. If the problem cannot be resolved, the employee shall contact the Purchasing Director.

2. The contract administrator shall then complete and forward the “Vendor Non-Conformance Report” to the Purchasing Director as described here

   a. In most circumstances, this form would be completed after the product is delivered or the service is rendered and the initial contact to the vendor is made without successful problem resolution.

   b. All lines on the form must be completed, including a detailed explanation of the problem and steps taken to resolve the issue.

   c. The Purchasing Director shall compare the reported non-conformance with contractual requirements.

      i. If the reported non-conformance is not required under contractual obligations, the Purchasing Director shall notify the contract administrator of the determination.

      ii. If the performance is required, the Purchasing Director shall contact the vendor to attempt to resolve the issue and advise the contract administrator of the action taken and expected resolution.
iii. If the Purchasing Director cannot resolve the issue, he/she shall place a “Vendor Non-Conformance Report” in the vendor file and notify the vendor in writing or electronically of the corrective action required to resolve the problem, including the date by which the corrective action must be taken. The contract administrator shall also inform the vendor of the consequences of not correcting the problem, which may include, but is not limited to, cancellation of any existing contract and the deactivation of the vendor from the master vendor file.

d. The Purchasing Director shall notify the contract administrator of the corrective action taken to resolve the problem.

History: _______, Resolution ______, Effective ______

R. Contravention or Failure to Comply. Contravention of or failure to comply with this policy constitutes a deviation from authorized procurement practices. The Purchasing Director and Controller/Administrator are charged with the responsibility to administer the policies and procedures prescribed herein and shall report any deviations to the Finance Committee of the Board of Commissioners. For each departure the following procedural steps shall be followed.

1. The Purchasing Director shall complete an exception report form containing pertinent information to sufficiently describe the reportable departure.

2. The completed exception report shall be forwarded to the department head responsible for the departure to review for accuracy and completeness.

3. The responsible department head may supply additional information on this exception report, as deemed necessary and appropriate, to justify the departure.

4. The responsible department head shall affix his/her signature to the exception report in acknowledgement that he/she has reviewed the exception report. Failure of a department head to affix his/her signature to the exception report will not delay subsequent steps in this process.

5. The responsible department head shall return the signed exception report to the Purchasing Director.

6. The Purchasing Director shall review the signed exception report for completeness and accuracy and submit the report to the Controller/Administrator for final review. Prior to submitting for final review, the Purchasing Director may require additional explanation concerning the departure from the responsible department head, if he/she feels the information provided is insufficient.

7. The Controller/Administrator shall review the signed exception report for completeness and accuracy and then forward the report for inclusion on a scheduled Board of Commissioners Finance Committee meeting agenda.
8. On the scheduled date, the Purchasing Director and/or Controller/Administrator shall attend
the Board of Commissioners County Services Committee and Finance Committee meeting to
present the exception report to Committee members.

9. Any additional action to be taken with respect to the reported departure shall be determined by
the County Services Committee and Finance Committee.

History: _____, Resolution ______, Effective ______

S. Context. This policy shall be read with all necessary change of genders and changes of singular to
plural which may be required in its context.

T. Companion Policies. Other Ingham County policies that impact purchases include the following:

a. Equal Opportunity/Non-Discrimination Requirements
b. Standards of Conduct for Ingham County Vendors
c. Prevailing Wage Requirements
d. Living Wage
e. Local Purchasing Preference
f. Procurement Policy for Federal Grant Awards
The Debt Financing Policy sets forth comprehensive guidelines for the financing of capital expenditures. Objectives of the policy are as follows:

1. The County shall obtain financing only when necessary.
2. The process for identifying the timing and amount of debt or other financing shall be as efficient as possible.
3. That the most favorable interest rate and other related costs shall be obtained.
4. When appropriate, future financial flexibility shall be maintained.

Debt financing, which includes general obligation bonds, special assessment bonds, revenue bonds, temporary notes, lease/purchase agreements, and other County obligations permitted to be issued or incurred under Michigan law, shall only be used to purchase capital assets that cannot be acquired from either available current revenues or fund balances. The useful life of the asset or project shall exceed the payout schedule of any debt the County assumes.

To enhance creditworthiness and prudent financial management, the County is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the County’s Capital Improvement Plan (CIP) identifying the benefits, costs and method of funding each capital improvement planned for the succeeding five years.

A. **Definitions.** Terms and phrases used in this policy shall have meanings as follows:

*Advance Refunding* refers to bonds sold to refinance outstanding bonds 90 or more days prior to their maturities and prior to call dates established in the bond indenture of the outstanding bonds.

*Arbitrage* refers to the rebate or penalty amount due to the Internal Revenue Service where funds received from the issuance of tax-exempt debt have been invested and excess interest earnings have occurred, or where tax-exempt bond proceeds are not spent for their intended purposes within the times permitted by federal regulation. As used in this policy, ‘excess interest earnings’ means interest earned at a rate in excess of the arbitrage permitted yield on any individual bond issue.

*Building Authority Bonds* are bonds issued by the Ingham County Building Authority that are secured by lease revenues paid to the Building Authority by the governmental entity for which the bonds were issued. The Building Authority is authorized to finance, build and/or operate facilities that serve a public purpose when asked to do so by the County or another governmental entity. The requesting government enters into a lease agreement with the Building Authority for the right to occupy the facility, and the lease payments are equal to the annual debt service and operating costs of the Building Authority.
Building Authority bonds are revenue bonds because they are secured solely by the lease agreement. Building Authority leases executed by the County are general obligations of the County because they are backed by the full faith and credit of the County.

**Current Refunding** means Bonds sold to refinance outstanding bonds prior to their maturities but after or shortly before call dates established in the bond indenture of the outstanding bonds. A current refunding can take place no earlier than three months before the ‘call’ and any time after the call. Payment of the outstanding bonds must occur within 90 days of selling the current refunding bonds.

**Derivatives** means securities the value of which depends on or is derived from one or more separate indices of asset values. Derivative products issued by local governments may include floaters / inverse floaters, collateralized mortgage obligations (CMOs), forwards, futures, and options.

**General Obligation Bonds** means bonds backed by the full faith and credit of the County. Bondholders have the power to compel the County to levy property taxes to repay the bonds if necessary.

**Lease/Purchase Agreements** occur when the County enters into a lease agreement with another party (typically a third-party vendor) to lease an asset over a defined period of time at a prearranged annual payment. Lease payments are made primarily from operating fund revenues. The legislative body appropriates annual lease payments unless it chooses not to appropriate under the Michigan cash basis law. If lease payments are not appropriated, ownership of the leased property reverts to the lessor. At the conclusion of the lease term, the County receives unencumbered ownership of the property.

**Revenue Bonds** are bonds secured by revenues generated by the facility from dedicated user fees, or by one or more non-ad valorem revenue sources. Planning for such issues generally is more complex because future costs and revenues directly affect each other. Credit enhancements (e.g., insurance or letter of credit) may be needed because of the limited source of debt service payments that may be available in outlying years.

**Special Assessment Bond** refers to bonds issued to develop facilities and basic infrastructure for the benefit of properties within the assessment district. Assessments are levied on properties benefited by the project. The issuer’s recourse for nonpayment is foreclosure and the remaining debt becomes the County’s direct obligation, repaid from property taxes.

**Temporary Notes** are notes are issued to provide temporary financing, to be repaid by long-term financing. This type of bridge financing has a maximum maturity of four years under Michigan law.

### B. Responsibility for Policy

1. Primary responsibility for developing debt financing recommendations rests with the Controller / Administrator. In developing such recommendations, the Controller / Administrator shall be assisted by the Financial Services Director and the Budget Director, the three of whom shall comprise the Debt Management Committee. The responsibilities of this Committee shall be to:

   a. meet at least semi-annually to consider the need for debt financing and assess progress on the current Capital Improvement Program and any other program/improvement deemed necessary;
b. meet at least semi-annually to test adherence to this policy statement and to review applicable debt ratios serving as benchmarks;

c. review changes in federal and state legislation that affect the County’s ability to issue debt and report such findings to the Finance Committee as appropriate;

d. review annually the provisions of resolutions authorizing issuance of general obligation bonds of the County;

e. review semi-annually the opportunities for refinancing current debts; and

f. review annually the services provided by the County’s financial advisor, bond counsel, paying agents and other debt financing service providers.

2. Prior to each meeting, the Budget Director shall prepare a written report on the financial status of the County’s current Capital Improvement Program. The report shall be based in part on information collected from department heads for the County and shall include a projection of near term financing needs compared to available resources, an analysis of the impact of contemplated financings on the property tax rate and user charges, and a final financing recommendation. In developing financing recommendations, the Debt Management Committee shall consider:

a. the length of time proceeds of obligations are expected to remain on hand and their related carrying costs;

b. the options for interim financing including short term and inter-fund borrowing, taking into consideration federal and state reimbursements;

c. the effect of proposed actions on the tax rate and user charges;

d. trends in bond markets;

e. trends in interest rates; and,

f. other factors as deemed appropriate.

C. Use of Debt Financing

1. Debt financing will not be considered appropriate for any recurring purpose such as current operating and maintenance expenditures. The County will use debt financing only for one-time capital improvement projects and unusual equipment purchases, and only under the following circumstances:

a. When the project is included in the County's Capital Improvement Program; or

b. When the project involves acquisition of equipment that cannot be purchased outright without causing an unacceptable spike in the property tax rate; or
c. When the project is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the County; and

d. When the useful life of a project, or the projected service life of the equipment, will be equal to or exceed the term of the financing; and

e. When there are designated revenues sufficient to service a debt, whether from project revenues, other specified and reserved resources, or infrastructure cost sharing revenues.

2. The following criteria will be used to evaluate pay-as-you-go versus debt financing in funding capital improvements:

a. Factors which favor pay-as-you-go financing include circumstances where:

i. The project can be adequately funded from available current revenues and fund balances;

ii. The project can be completed in an acceptable timeframe given the available revenues;

iii. Additional debt levels could adversely affect the County's credit rating or repayment sources; or

iv. Market conditions are unstable or suggest difficulties in marketing a debt.

b. Factors which favor long-term debt financing include circumstances where:

i. Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained;

ii. Market conditions present favorable interest rates and demand for County debt financing;

iii. A project is immediately required to meet or relieve capacity needs and existing undesignated cash reserves are insufficient to pay project costs; or

iv. The life of the project or asset financed is five years or longer.

D. Maximum Amounts of Debt Financing

1. The County will not engage in debt financing unless the proposed obligation, when combined with all existing debts, will result in debt ratios throughout the life of the proposed obligation that are less than at least three of the following benchmarks.

a. Per capita direct debt will not exceed $500.
b. Per capita direct, overlapping and underlying debt will not exceed $3,000.

c. Direct debt as a percentage of estimated assessed valuation will not exceed 10%\(^1\).

d. Direct, overlapping and underlying debt as a percentage of estimated full market value will not exceed 15%.

e. Annual debt service will not exceed 20% of budgeted expenditures

2. The computation of these ratios will use the following variables.

a. Per capita measures will be based on the most recent annual estimate of County population reported by the United State Census Bureau for the year in question.

b. Direct debt will be the total of all then outstanding General Obligation, special assessment, and Building Authority bonded debt plus all authorized but unissued bonded debt plus the amount of debt financing being proposed.

c. Direct, overlapping and underlying debt will be the total of direct debt plus all General Obligation bonded debt and Building Authority debt of each city, township, school district, and special purpose governmental district located within Ingham County as of the most recent December 31, but will exclude bonds backed solely by a dedicated non-ad valorem revenue, industrial revenue bonds and mortgage revenue bonds.

d. Estimated full market value will be the total appraised value of all real and personal property located within Ingham County for the year in question as estimated by the Ingham County Equalization Department.

e. Annual debt service will be the total principal and interest payments due on direct debt in the year in question plus the estimated maximum annual principal and interest payment on the proposed long term obligation.

f. Budgeted expenditure will be the total original adopted budget of the General Fund and debt service fund for the year in question.

E. Structure and Term of Debt Financing

1. General. County debt will be structured to achieve the lowest possible net interest cost to the County given market conditions, the urgency of the capital project, and the nature and type of any security provided. County debt will be structured in ways that will not compromise the future flexibility to fund projects. Moreover, to the extent possible, the County will design the repayment of its overall debt issues so as to rapidly recapture its credit capacity for future use. As a benchmark, the County shall strive to repay at least 30% of the principal amount of its bonded debt within five years and at least 60% within ten years.

\(^1\) Constitution of Michigan, Article VII, Section 11
2. General Obligation and Building Authority Revenue Bonds. The County shall use an objective analytical approach to determine whether it can afford to issue new bonds for county facilities beyond what it retires each year (see Section E.5, Assumption of Additional Debts, below). Generally, this process will compare a variety of measures of debt benchmarks relative to key demographic data of the County.

The decision on whether or not to assume new general obligation or Building Authority bonds shall, in part, be based on the following considerations:

a. Costs and benefits
b. Current conditions of the municipal bond market
c. The County’s ability to assume new general obligation bonds

3. Revenue Bonds. The County may issue bonds secured solely by dedicated non-ad-valorem revenue streams if doing so will yield clearly identifiable advantages. For the County to issue revenue bonds, a primary objective will be to minimize risk through the use of adequate coverage requirements while remaining in compliance with overall debt management policy objectives. The County will adhere and where necessary take actions to ensure compliance with all outstanding revenue bond covenants.

4. Special Assessment Bonds. The County shall maintain a watchful attitude over the issuance of special assessment bonds for benefit district improvements. While the County’s share of any benefit district project may fluctuate, the County will not pay more than 50% of any proposed costs related to a benefit district. Further, it will be the responsibility of the Debt Management Committee to analyze each special assessment bond issue for indications that future special assessments will equal or exceed the annual principal and interest payments of such bonds. A report on the findings of the Debt Management Committee will be submitted to the Finance Committee prior to consideration of any special assessment bond issue by the Board of Commissioners.

5. Assumption of Additional Debts. The County shall not assume more debt than it retires each year without conducting an objective analysis of the community’s ability to assume and support additional debt service payments and of the probable impact of the additional debt on the County’s bond ratings.

6. Asset Life. The County will consider debt financing for the acquisition, replacement, or expansion of physical assets (including land) only if a capital project has a useful life longer than the term of the bond issue supporting it. Debt will be used only to finance capital projects and equipment, except in case of unforeseen emergencies. Debt will not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed.

7. Length of Debts. County debts will be amortized for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users, and in keeping with other related provisions of this policy. The County normally shall issue bonds with a maximum life of 20 years or fewer for general obligation bonds, Building Authority bonds, and revenue bonds, and 15 years or fewer for special assessment bonds. Unless specific compelling reasons exist, there shall be no “balloon” bond repayment schedules which consist of low annual payments and one large payment of the balance due at the end of the term. There shall always be at least interest
paid in the first fiscal year after a bond sale and principal repayment starting no later than the second fiscal year after the bond issue.

8. **Call Provisions.** Call provisions for bond issues shall be made as short as possible consistent with the lowest interest cost to the County. Unless specific compelling reasons exist all bonds shall be callable only at par.

9. **Debt Structuring.** At a minimum, the County will seek to amortize general obligation bonds with level principal and interest costs over the life of the issue. Pushing higher costs to future years in order to reduce short-term budget liabilities will be considered only when natural disasters or extraordinary or unanticipated external factors make the short-term cost of general obligation bonds prohibitive.

10. **Variable Rate Debts.** The County may choose to issue bonds that pay a rate of interest that varies according to predetermined formula or results from a periodic remarketing of the securities, consistent with state law and covenants of preexisting bonds, and depending on market conditions.

11. **Derivatives.** The County will exercise extreme caution in the issuance and sale of derivative instruments, and will consider their utilization only when sufficient understanding of the products and sufficient expertise for their appropriate use has been developed.

**F. Debt Administration and Financing**

1. **Financing Proposals.** Any capital financing proposal of a County department, agency, or utility involving the pledge or other extension of the County’s credit through sale of bonds, execution of loans or leases, or otherwise involving directly or indirectly the lending or pledging of the County’s credit, shall be referred to the Controller/Administrator for review before such pledge is considered by the Board of Commissioners.

2. **Bond Fund.** All payment of general obligation bonds and special assessment bonds shall be from the County’s Bond and Interest Fund. The fund balance in the Bond and Interest Fund will be maintained at a level equal to or greater than the total principal and interest payable from that Fund for the upcoming debt service payment. Furthermore, the fund balance will be managed to eliminate or minimize arbitrage rebate liability.

3. **Bond Counsel.** The County will utilize external bond counsel for all debt issues. All debts issued by the County will include a written opinion by Bond Counsel affirming that the County is authorized to issue the debt, stating that the County has met all Federal and State constitutional and statutory requirements necessary for issuance, and determining the federal income tax status of the debt.

4. **Underwriter’s Counsel.** County payments for Underwriters Counsel will be authorized for negotiated sales by the Controller/Administrator on a case-by-case basis depending on the nature and complexity of the transaction and the needs expressed by the underwriters.

5. **Financial Advisor.** The County will retain an external financial advisor selected for a term of up to three years through a competitive process administered by the Controller/Administrator.
Utilization of the financial advisor for each debt issuance will be at the discretion of the Controller/Administrator, Treasurer, and/or Drain Commissioner on a case-by-case basis. For each County bond sale the financial advisor will provide the County with information on pricing and underwriting fees for comparable sales by other issuers.

6. **Temporary Notes.** Use of short-term borrowing, such as temporary notes, will be undertaken only if the transaction costs plus interest on a debt are less than the cost of internal financing, or available cash or reserves are insufficient to meet both project needs and current obligations. This standard does not apply to Delinquent Tax Anticipation Notes (DTANs).

7. **Credit Enhancements.** Credit enhancement (letters of credit, bond insurance, etc.) may be used if the costs of such enhancements will reduce the net debt service payments on the bonds or provide other significant financial benefits to the County.

8. **Lease/Purchase Agreements.** The use of lease/purchase agreements in the acquisition of vehicles, equipment and other capital assets shall be considered carefully relative to any other financing option or a “pay-as-you-go” basis. The lifetime cost of a lease typically will be higher than other financing options or cash purchases. Nevertheless, lease/purchase agreements may be used by the County as funding options for capital acquisitions if operational or cash-flow considerations preclude the use of other financing techniques.

9. **Competitive Sale of Debts.** The County, as a matter of policy, shall seek to issue its general or revenue bond obligations in a competitive sale unless it is determined by the Controller/Administrator that such a sale method will not produce the best results for the County. In such instances where the County, through a competitive bidding for its bonds, deems the bids received as unsatisfactory or does not receive bids, it may, at the election of the Controller/Administrator, enter into negotiation for sale of the bonds.

10. **Negotiated Sale of Debts.** Where a negotiated sale process is determined to be in the best interests of the County, the County will use a competitive process to select its investment banking team.

**G. Refunding of Debts**

Periodic reviews of all outstanding debts will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to operations and management. County staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest savings by refunding outstanding debts. As a general rule, current refunding will be undertaken only if the present value savings of a particular refunding will exceed 3% of the refunded principal. As a general rule, advance refunding will be undertaken only if the present value savings of a particular refunding will exceed 4% of the refunded principal. Refunding issues that produce a net present value savings of less than targeted amounts may be considered on a case-by-case basis. Refunding issues with negative savings will not be considered unless a compelling public policy objective is served by the refunding.

**H. Conduit Financings**
The County may sponsor conduit financings in the form of Revenue Bonds for those activities (i.e., economic development, housing, health facilities, etc.) that have a general public purpose and are consistent with the County’s overall service and policy objectives as determined by the Board of Commissioners. All conduit financings must insulate the County completely from any credit risk or exposure and must first be approved by the Economic Development Director and Controller/Administrator before being submitted to the Board of County Commissioners for consideration.

I. Arbitrage Liability Management

It is the County’s policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with the law.

1. **General.** Federal arbitrage legislation is intended to discourage entities from issuing tax-exempt obligations unnecessarily. In compliance with the spirit of this legislation, the County will not issue obligations except for identifiable projects with very good prospects of timely initiation. Temporary notes and subsequent long-term bonds will be issued timely as project contracts are awarded so that debt issues will be spent quickly.

2. **Responsibility.** Because of the complexity of arbitrage rebate regulations and the severity of non-compliance penalties, the advice of Bond Counsel and other qualified experts will be sought whenever questions about arbitrage rebate regulations arise.

J. Credit Ratings

1. **Rating Agency Relationships.** The Controller/Administrator shall be responsible for maintaining relationships with the rating agencies that currently assign ratings to the County’s various debts. This effort shall include providing periodic updates on the County’s general financial condition along with coordinating meetings and presentations in conjunction with a new debt issuance.

2. **Use of Rating Agencies.** The Controller/Administrator shall be responsible for determining whether or not a rating shall be requested on a particular financing and which of the major rating agencies shall be asked to provide such a rating.

3. **Minimum Long-Term Rating Requirements.** The County’s minimum rating requirement for its direct, long-term, debt obligations is a rating of "AA" or higher. If a given debt cannot meet this requirement based on its underlying credit strength, then credit enhancement may be sought to ensure that the minimum rating is achieved. If credit enhancement is unavailable or is determined by the Controller/Administrator to be uneconomical, then the obligations may be issued without a rating.

4. **Rating Agency Presentations.** Full disclosure of operations and open lines of communication shall be provided to rating agencies used by the County. The staff of the Financial Services Department, with assistance of the County’s Financial Advisor, shall prepare the necessary materials and presentation to the rating agencies.
5. **Financial Disclosure.** The County is committed to full and complete primary and secondary financial disclosure, and to cooperating fully with rating agencies, institutional and individual investors, County departments and agencies, other levels of government, and the general public to share clear, understandable, and accurate financial information. The County is committed to meeting secondary disclosure requirements on a timely and comprehensive basis.

Official statements accompanying debt issues, Comprehensive Annual Financial Reports, and continuous disclosure statements will meet (at a minimum), the standards articulated by the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting Principles (GAAP). The Controller/Administrator shall be responsible for ongoing disclosure to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.
ORDINANCE NO. ______________

AN ORDINANCE OF THE CITY OF LANSING, MICHIGAN, TO ADD SECTION 206.25 TO CHAPTER 206 OF THE LANSING CODIFIED ORDINANCES BY REQUIRING TRANSPARENCY IN THE BIDDING AND OPENING OF BIDS FOR PROJECTS THAT RECEIVE CERTAIN ECONOMIC INCENTIVES APPROVED BY THE LANSING CITY COUNCIL.

THE CITY OF LANSING ORDAINS:

Section 1. That Section 206.25 be added to Chapter 206 of the Codified Ordinances of the City of Lansing, Michigan to read as follows:

(A) PURPOSE. THE PURPOSE OF THIS SECTION IS TO PROMOTE FAIRNESS IN BIDDING ON PROJECTS THAT RECEIVE ECONOMIC INCENTIVES BY ENSURING TRANSPARENCY IN DISTRIBUTION, OPENING, AND AWARDING OF BIDS. THIS ORDINANCE EXCLUDES THE DEVELOPERS CHOICE OF A CONSTRUCTION MANAGEMENT FIRM OR GENERAL CONTRACTOR. THE INTENT OF THE ORDINANCE IS TO CREATE A TRANSPARENT AND FAIR BIDDING PROCESS FOR ALL SUBCONTACTING OF CONSTRUCTION. ANY CONSTRUCTION WORK INCLUDED IN THE RESPONSIBILITIES OF A GENERAL CONTRACTOR OR CONSTRUCTION MANAGEMENT FIRM IS NOT EXCLUDED FROM THE ORDINANCE. ANY CONTRACT AT OR BELOW $10,000 SHALL NOT BE SUBJECT TO THE ORDINANCE.

(B) DEFINITIONS. AS USED IN THIS SECTION:
(1) "APPLICANT" MEANS A PERSON, CORPORATION, PARTNERSHIP, OR OTHER ENTITY THAT HAS APPLIED FOR AND RECEIVED ECONOMIC INCENTIVES APPROVED BY LANSING CITY COUNCIL, INCLUDING THE APPLICANT’S CONTRACTORS OR SUBCONTRACTORS, ON A PROJECT.

(2) "BID" MEANS A SEALED OFFER TO PROVIDE SERVICES PURSUANT TO A PERMIT.

(3) "BID QUOTE" MEANS THE TOTAL BID AMOUNT IN DOLLARS AS READ ALOUD AND紀錄ED AT THE BID OPENING.

(4) "ECONOMIC INCENTIVES" MEANS ANY OF THE FOLLOWING: PAYMENT IN LIEU OF TAXES (PILOT) LOW INCOME HOUSING TAX CREDITS (LIHTC); A TAX ABATEMENT ISSUED UNDER PUBLIC ACT 328 OF 1998; A BROWNFIELD APPROVED UNDER PUBLIC ACT 381 OF 1996; OR, AN OBSOLETE PROPERTY REHABILITATION ACT ABATEMENT ISSUED UNDER PUBLIC ACT 146 OF 2000.

(5) "PERMIT" MEANS A BUILDING PERMIT, MECHANICAL PERMIT, ELECTRICAL PERMIT, OR PLUMBING PERMIT, ISSUED BY THE LANSING BUILDING SAFETY OFFICE.

(6) "PROJECT" MEANS THE WORK WHICH WILL BE DONE PURSUANT TO A REQUIRED PERMIT ON THE DEVELOPMENT WHICH IS RECEIVING THE ECONOMIC INCENTIVE.

(7) "PUBLICLY ACCESSIBLE LOCATION" MEANS ONE OF THE FOLLOWING LOCATIONS: LETTS COMMUNITY CENTER; ALFREDA SCHMIDT COMMUNITY CENTER, GIER COMMUNITY CENTER, FOSTER COMMUNITY CENTER, LANSING
CITY HALL CITY COUNCIL CHAMBERS, OR A CITY OWNED BUILDING DURING REGULAR BUSINESS HOURS.

(8) "PUBLICLY ADVERTISED" MEANS:

I. ADVERTISED AT A TIME AND LOCATION CUSTOMARY IN THE RELEVANT TRADE; AND,

II. PUBLISHED ONCE IN A NEWSPAPER.

(9) "RESPONSIBLE BIDDER" MEANS A PERSON WHO HAS THE CAPABILITY IN ALL RESPECTS TO PERFORM FULLY THE CONTRACT REQUIREMENTS SET FORTH IN THE INVITATION FOR BIDS. A RESPONSIBLE BIDDER MUST NOT BE IN DEFAULT OF THE PAYMENT OF ANY TAXES, LICENSES, FEES, PERMITS OR ANY OTHER MONEY DUE TO THE CITY OR IN ANY OTHER RESPECT DISQUALIFIED ACCORDING TO ANY FEDERAL OR STATE LAW OR ANY CITY ORDINANCE PROVISION, AND SHALL HAVE OR PROCEDE:

A. A VALID FEDERAL TAX IDENTIFICATION NUMBER, OR IF AN INDIVIDUAL, A VALID SOCIAL SECURITY NUMBER;

B. ALL REQUIRED LICENSES;

C. CERTIFICATION OF INSURANCE SHOWING THE FOLLOWING COVERAGE IF NECESSARY FOR THE PROJECT:

I. GENERAL LIABILITY;

II. WORKERS’ COMPENSATION; AND

III. AUTOMOBILE LIABILITY.
(10) DEVELOPER, GENERAL CONTRACTOR OR CONSTRUCTION MANAGEMENT FIRM SHALL BE RESPONSIBLE FOR THE INVITATION FOR BIDS.

(C) INVITATION FOR BIDS. WHEN AN APPLICANT USES INVITATIONS FOR BIDS, THE INVITATIONS WILL BE PUBLICLY ADVERTISED AND BIDS SHALL BE SOLICITED FROM A REASONABLE NUMBER OF SUPPLIERS, REGARDLESS OF LABOR ORGANIZATION AFFILIATION, PROVIDING PROSPECTIVE BIDDERS REASONABLY SUFFICIENT TIME TO RESPOND ON OR PRIOR TO THE DATE AND TIME SET FOR RECEIVING ALL BIDS. THE INVITATION FOR BIDS WILL INCLUDE THE TIME, DATE AND LOCATION FOR THE OPENING OF THE BIDS. A LIST OF ALL BIDDERS INVITED TO SUBMIT BIDS WILL BE PROVIDED BY THE APPLICANT UPON REQUEST TO THE CITY OF LANSING.

(D) BID OPENING. APPLICANT AGREES TO OPEN ALL BIDS AT THE DATE, TIME AND PUBLICLY ACCESSIBLE LOCATION PRESCRIBED IN THE INVITATION FOR BIDS. AS EACH BID IS OPENED THE NAME OF THE BIDDER AND BID QUOTE AMOUNT SHALL BE READ ALOUD AND RECORDED BY THE APPLICANT. AT THE END OF THE BID OPENING EVENT, A COPY OF THE LIST OF BIDDERS AND BID AMOUNTS SHALL BE MADE AVAILABLE TO ALL WHO ARE PRESENT. A COPY WILL ALSO BE PROVIDED TO THE CITY OF LANSING UPON ITS REQUEST. THE APPLICANT IS NOT REQUIRED TO AWARD A CONTRACT FOR THE JOB AT THE TIME OF BID OPENINGS.

(E) AFTER AWARDING A CONTRACT TO A BIDDER WHOSE BID QUOTE FOR SERVICE WAS NOT THE LOWEST BID AS RECORDED AT THE BID OPENING,
APPLICANT AGREES TO NOTIFY IN WRITING WITHIN THIRTY (30) DAYS ALL BIDDERS WHOSE PREVIOUSLY RECORDED BID WAS LESS THAN THE CHOSEN BIDDER.

(F) A COPY SHALL BE PROVIDED TO THE CITY OF LANSING UPON ITS REQUEST.

(G) APPLICATION. THIS ORDINANCE SHALL ONLY APPLY TO THE PROJECT FROM THE TIME THE ECONOMIC INCENTIVE IS APPROVED BY THE LANSING CITY COUNCIL UNTIL PROJECT COMPLETION AS DEFINED BY: A DEVELOPMENT AGREEMENT BETWEEN THE APPLICANT AND THE CITY OF LANSING OR IF NO AGREEMENT EXISTS, BY THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY BY THE CITY OF LANSING. THIS ORDINANCE SHALL NOT APPLY TO ECONOMIC INCENTIVES INITIATED BY THE INGHAM COUNTY LAND BANK OR THE DEWITT CHARTER TWP. – CITY OF LANSING NEXT MICHIGAN DEVELOPMENT CORPORATION. THIS ORDINANCE SHALL NOT APPLY TO ANY ECONOMIC INCENTIVE OR PROJECT APPROVED PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE.

(H) NOTHING IN THIS ORDINANCE SHALL BE INTERPRETED TO PROHIBIT OR REQUIRE AN APPLICANT, OR ANY CONTRACTOR OR SUBCONTRACTOR OF AN APPLICANT, FROM REQUIRING IN BID SPECIFICATIONS THAT A SUCCESSFUL BIDDER ENTER INTO A PROJECT LABOR AGREEMENT OR OTHER COLLECTIVE BARGAINING AGREEMENT AS A CONDITION OF CONTRACT AWARD.

(I) CITY COUNCIL MAY WAIVE THE REQUIREMENTS OF THIS ORDINANCE BY RESOLUTION UNDER A POLICY DEVELOPED BY THE LANSING CITY COUNCIL.
(J) IN THE EVENT AN APPLICANT VIOLATES THE REQUIREMENTS OF THIS
ORDINANCE, THE CITY MAY TAKE WHATEVER ACTION LEGALLY PERMISSIBLE
TO REVOKE ECONOMIC INCENTIVES GRANTED UNDER THE ENFORCEMENT
POLICY DEVELOPED BY THE LANSING CITY COUNCIL, AND THE APPLICANT WILL
NOT BE ELIGIBLE FOR FUTURE ECONOMIC INCENTIVES.

Section 2. All ordinances, resolutions or rules, parts of ordinances, resolutions or rules
inconsistent with the provisions hereof are hereby repealed.

Section 3. Should any section, clause or phrase of this ordinance be declared to be
invalid, the same shall not affect the validity of the ordinance as a whole, or any part thereof
other than the part so declared to be invalid.

Section 4. This ordinance shall take effect on the 30th day after enactment, unless given
immediate effect by City Council.

Approved as to form:

__________________________________
City Attorney

Dated: ____________________________