THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, JUNE 6, 2017
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 May 16, 2017 Minutes
Additions to the Agenda
Limited Public Comment

1. Sheriff’s Office – Resolution to Name Sheriff’s Office Training Center the
   Gene L. Wriggelsworth Training Center

2. Facilities
   a. Resolution to Award Contracts for Concrete Repair and Replacement at the
      Human Services Building and Veteran’s Memorial Courthouse
   b. Resolution to Authorize a Contract to Repair the Programmable Control Module
      on the Air Handler Unit at the Ingham County Jail
   c. Emergency Purchase Order to Provide and Replace a TRANE Compressor
   d. Emergency Purchase Order to Replace a Relief Valve on the Steam Bundle at the
      Grady Porter Building

3. Treasurer
   a. Resolution to Provide the Ingham County Land Bank Fast Track Authority with
      Capacity Building Funding
   b. Resolution to Utilize the County’s Option to Acquire Tax Foreclosed Property

4. Innovation and Technology
   a. Resolution to Approve the Renewal of the MUNIS Software Annual Support
      Agreement from Tyler Technologies
   b. Resolution to Approve the Renewal of the Rightfax Support Agreement

5. Road Department
   a. Resolution to Award Construction Contracts for Waterborne Pavement Markings
      and Cold Plastic Common Text and Symbols
   b. Resolution to Approve Local Road Agreement with Williamstown Township
   c. Resolution Authorizing the Purchase of Dust Control Solutions and Services
   d. Resolution to Approve an Agreement with the Michigan Department of Transportation
      in Relation to a Road Resurfacing Project for Fitchburg Road
e. Resolution to Approve an Agreement with the Michigan Department of Transportation and Drain Commissioner in Relation to a Road Reconstruction Project for the Okemos Road and Jolly Road Intersection
f. Resolution to Approve a Contract with Reith-Riley Construction Co., Inc. and the Michigan Department of Transportation in Relation to a Road Resurfacing Project for Holt Road
g. Resolution Approve the Final Plat of Sierra Ridge Estates No. 3 and Acceptance of Sleepy Hollow Lane, North of Lot 15 to Fresno Drive and Fresno Drive, Newton Road to Lot 43 as Public Roads
h. Resolution to Approve the Special and Routine Permits for the Ingham County Road Department
i. Authorization to Start a Managerial Employee Above Step 2

6. Parks Department
   a. Resolution to Authorize a Contract for Roofing Projects
   b. Resolution to Authorize a Contract to Provide Prime Professional Services for Burchfield Park Overlook Shelter Accessibility Upgrades

7. Health Department – Resolution to Authorize the Reorganization of the Ingham County Health Department Community Health Centers

8. Medical Care Facility
   a. Resolution to Amend Resolution # 15 – 79 Authorizing Expansion and Renovation of the Ingham County Medical Care Facility
   b. Resolution of Intent to Issue Bonds for the Renovation and Expansion of the Medical Care Facility

9. Human Resources
   a. Sheriff’s Office – Discussion Regarding Separation Agreement (Materials will be Distributed at the Meeting)
   b. Resolution to Adopt a Policy for Settlement of Claims, Litigation, and Separation Agreements

10. Board of Commissioners
   a. Resolution Recognizing Audrey Gerber as the First Place Winner of the 2017 Ingham County Women’s Commission Doris Carlise Essay Contest
   b. Resolution Recognizing Rachel Scott as the Second Place Winner of the 2017 Ingham County Women’s Commission Doris Carlise Essay Contest
   c. Resolution Recognizing Brittany Pierce as the Third Place Winner of the 2017 Ingham County Women’s Commission Doris Carlise Essay Contest

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  
May 16, 2017  
Draft Minutes

Members Present:   Celentino, Crenshaw (left at 6:28 p.m.), Grebner, Nolan (arrived at 6:04 p.m.), Sebolt, and Maiville

Members Absent:   Koenig

Others Present:   Bill Conklin, Jane Southwell, Deb Fett, Desiree Cook, Lisa McCormick, Tim Dolehanty, Travis Parsons, Becky Bennett, Liz Kane and others

The meeting was called to order by Chairperson Celentino at 6:01 p.m. in Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the May 2, 2017 Minutes

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE MINUTES OF THE MAY 2, 2017 COUNTY SERVICES COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Koenig and Nolan

Additions to the Agenda

5. Drain Commission – Resolution Honoring John Osterhouse

Letter from Ingham County Clerk Barb Byrum

Chairperson Celentino accepted the letter and it was placed in the minutes as Attachment A.

Removed –

3. Health Department
   b. Resolution to Authorize the Reorganization of the Ingham County Health Department Community Health Centers

Additional Information –

Ingham County Malware Outbreak 2017 Memo

Limited Public Comment

Desiree Cook, Ingham County IT Department and ICEA Professional President, thanked the Committee for the letter the IT staff received regarding their work during the virus attack. She further stated Steve Walters and Jake Willett were in charge the week of the attack, and they
worked very hard and displayed great examples of leadership, which caused the IT staff to be a better team and contain the virus as well as they did.

Commissioner Nolan arrived at 6:04 p.m.

Ms. Cook stated that Stephen Gebes, Meridian Township IT Director, should also be commended for his help with the attack. She further stated he did not gain anything by coming to help the Ingham County IT Department, yet he came to help them on nights and weekends.

Ms. Cook stated she hoped that the Board of Commissioners could do more for those three men apart from the letter already received by the IT Department, to acknowledge how much work they put in and how they went above and beyond what anyone expected of them.

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. CRENSHAW, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

1. **Prosecuting Attorney** – Resolution to Approve Work Study Agreement with Michigan State University College of Law

2. **Road Department**
   a. Resolution to Approve Local Road Agreement with Ingham Township for the Ingham County Road Department
   b. Resolution to Approve Local Road Agreement with Aurelius Township for the Ingham County Road Department
   c. Resolution to Approve Local Road Agreement with Vevay Township for the Ingham County Road Department
   d. Resolution to Approve a Road Construction Project Agreement between the Michigan Department of Transportation and Ingham County
   e. Resolution Authorizing the Purchase of a Taper Beam Low Boy Paver Trailer
   f. Resolution for Approval of the Preliminary Plat of Meadow Ridge (Phases 7+)
   g. Resolution to Absolutely Abandon and Discontinue a Portion of an Unnamed Alley Located within Urbandale Subdivision #1
   h. Resolution to Approve the Special and Routine Permits for the Ingham County Road Department

3. **Health Department**
   a. Resolution to Authorize Amendment #3 to the 2016-2017 Comprehensive Agreement with the Michigan Department of Community Health

5. **Drain Commission** – Resolution Honoring John Osterhouse

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Koenig

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioner Koenig
2. Road Department
   i. Road Department Reorganization (Discussion)

Bill Conklin, Road Department Director, summarized the memo provided to the Committee. He stated they would be interviewing a candidate for the position that Friday and if they were successful, he would like to go ahead with the reclassification but keep the hire at the lower Grade 3 and see how the person advanced over the next few years before increasing their grade.

Tim Dolehanty, Ingham County Controller, stated this came before the Committee because it was slightly changing the structure of the Road Department, and it was a reorganization of the Road Department rather than a reclassification of a position.

Travis Parsons, Human Resources Director, stated the Human Resources Department saw the need for the increased responsibility and qualifications Mr. Conklin was asking for in regards to the position.

Commissioner Grebner clarified that they would leave the position at Grade 3 for now, but Mr. Conklin wanted permission to reclassify it to a Grade 5 position later on.

Mr. Conklin stated the candidate in question would be qualified for the job at a high level in Grade 3, and if they made it through the steps of Grades 3 and 4, then Mr. Conklin wanted to be able to reclassify the position as soon as it was acceptable.

Commissioner Grebner asked how this situation would be handled internally. He further asked if Mr. Conklin would have a Grade 5 reclassification in his back pocket that he could use whenever he needed it.

Mr. Parsons stated it was a unique situation.

Commissioner Grebner stated he understood the situation was unique, however he was curious about the procedural aspect of it. He asked if the Board of Commissioners would hold off on adopting the resolution until the Grade 5 position was needed.

Mr. Parsons stated he understood Commissioner Grebner’s concern, but they currently did not have any policy or best practices in place to allow positions to be held open for future use.

Commissioner Grebner stated they would be making a policy based on what happened now. He asked if they had figured that out yet.

Mr. Conklin stated he was asking for the position to be reclassified, and the Board of Commissioners would have to eventually vote on a resolution to allow the reclassification. He further recommended that they could set aside an unapproved resolution if the candidate in question was hired, and then it could be revisited when the person met the qualifications for a Grade 5 position.
Commissioner Grebner clarified that they could not adopt the resolution and then leave the position in question at the lower grade.

Mr. Conklin stated he would like to get the Committee’s approval of the reclassification, so that if the candidate on Friday was not successful, then they would not have to go through another round of discussion on the topic and they could submit the resolution for the next Board of Commissioners meeting.

Commissioner Grebner stated he did not have a problem with that, but he would like to figure out the paperwork and make sure it did not create a contractual violation. He further stated in the future, a union could refer to this reclassification as a precedent.

Commissioner Sebolt asked if the increase in the salary of the position would be funded through the increased road funding the County expected to receive from the state in 2017, and then the position would be contingent on at-level funding from the state for future years.

Mr. Conklin stated the position would be permanently reclassified and the road funding would be permanently increased going forward. He further stated the parts that were contingent were in 2019, 2020 and 2021, where state appropriations out of the General Fund could increase funding even further.

Mr. Conklin stated that the increases to the fuel tax and vehicle tax had passed, and that was what they were basing their projections on.

Commissioner Sebolt stated he slightly disagreed, and just because money increased did not mean it would have the same buying power in the future. He further stated that the Michigan Legislature had additional General Fund money this year that they had so far refused to put into the Road Fund, so he was not very confident the state appropriations from the General Fund would increase in future years.

Mr. Conklin stated they were just basing the projections on the funding increases that had occurred in the increase in vehicle and fuel taxes.

Commissioner Grebner clarified that the reclassification was not contingent on anything, and if the Road Department ran out of money, they would have to figure something out to balance their budget. He further stated the County did have some positions whose funding and continuation was contingent upon some event.

Commissioner Sebolt stated he understood what Commissioner Grebner and Mr. Conklin were saying, but he wanted to make sure the County was making the best use of their road funding dollars, given the condition of the roads in Ingham County.

Commissioner Grebner asked how much money was spent on road maintenance in Ingham County every year, and how much money the County hoped the Michigan Legislature gave to the County in the next few years.
Mr. Conklin stated that prior to the fuel and vehicle tax increase that began in 2017, the Michigan Transportation Fund budget was about $13 million. He further stated that the funding increase for 2017 was approximately $3 million, for a total of $16 million in the budget.

Mr. Conklin stated the projected funding increase with the fuel and vehicle tax increase in 2018 would increase the total annual budget to approximately $18 million, for a $5 million total increase in funding. He further stated most of those funds would go into increased activity on the roads, including both contracted and maintenance work done by the staff.

Mr. Conklin stated the Road Department may come before the Committee in 2018 to ask for more maintenance, engineering or technician positions. He further stated they were looking far down the road to see what the funding would be, but they may be back to ask for more positions in the future.

4. **Controller – Emergency Purchase Notice and Summary Report on Malware Incident**

Tim Dolehanty stated the memo distributed by Deb Fett satisfied the requirements of the purchasing policy and the funds would come from the insurance liability fund and would not affect the General Fund. He further stated the incident did not cause Ingham County to submit a claim, so their insurance rates would not be affected in any way.

Mr. Dolehanty stated if it had been a case where the County lost data, the insurance policy would have covered all but $5,000 of a $5 million data loss. He further stated this was clearly an emergency, and it needed to be dealt with immediately so it did not have time to go through the Board of Commissioners for prior approval.

Deb Fett, Ingham County Chief Information Officer, stated the County IT system was virus-free at the moment. She further stated the County did not have the WannaCry virus that was affecting older systems in Europe.

Ms. Fett stated the IT Department had put stricter security measures in place than they had before. She further stated the IT Department was currently monitoring the network day and night, and they receive alerts about suspicious activity which would allow for a faster response if anything were to pop up again.

Ms. Fett stated the IT Department put more restrictive measures in place on who could make changes to systems and the type of separation between systems. She further stated those measures had been a little loose in the past, because of requirements for legacy systems and political needs, but they had been tightened up after the incident.

Ms. Fett stated that moving forward, exceptions to system access would be made after looking at alternative solutions and preventative measures. She further stated the IT Department was doing what they could to make sure any potential future attacks were limited to one computer or department, and the rest of the network would not be affected.
Ms. Fett outlined tasks the IT Department needed to be doing to further protect the County that were included in the memo she had distributed to the Committee. She stated some of the items were already planned to be put in place, but now they needed to speed up the pace of implementing them.

Ms. Fett stated some items on the list were already in the 2017 budget, but there were some items that were unfunded that they would like to pull into 2017 to quickly make the system more secure. She further stated the County did not lose any data, and the only thing that went out was a chirp that said the infection was working and the attackers could send more viruses.

Ms. Fett stated they had the best situation they could possibly have if they were to have an infection. She further stated the actual infection rate was small compared to what it could have been, and it was caught in time so it did not affect every system, but because of security concerns, they had to touch each computer in the cleanup to be safe.

Commissioner Crenshaw asked if there was a plan to bring in units from the field from time to time, to make sure they were safe and did not have viruses.

Ms. Fett stated part of what they would be doing was to have an agent assigned to each unit in the field that would report back to the IT Department about where the unit was, who was using it and how it was being used. She further stated before the unit was allowed to connect back to the Ingham County network, it would be scanned to make sure it was up to date on its antivirus and it did not have viruses.

Commissioner Crenshaw asked if that was a new feature.

Ms. Fett stated it was a new feature, but had already been budgeted for 2017 before the malware incident. She further stated that because of these measures, the computer from the field could not be used for County business if it did not meet those needs.

Ms. Fett stated she wanted to recognize outside people who helped, especially IT staff from Livingston County, who helped identify the virus, and Oakland County, who helped shut the virus down quickly.

Commissioner Crenshaw left at 6:28 p.m.

Ms. Fett stated she also wanted to recognize Stephen Gebes from Meridian Township for his help, and Ingham County IT staff Steve Walters and Jake Willett, who were able to keep the team going and be there when she was not able. She further stated looking forward, they needed to address and update their security policy, stress the importance of Security Mentor training, and tighten up the County social media policy.

Ms. Fett stated the County needed to look at the information they were sharing, not only to keep the constituents informed, but to make sure to safeguard their best interests and keep their data safe. She further stated that task would fall on the Controller, but she would do all she could to support him from her role.
Ms. Fett stated the network redesign listed in the Estimated Future Costs part of the memo was already planned for 2018-2020 budgets, and it would allow the network to be more carefully segregated so any instances in the future would be more isolated. She further stated the network redesign would also safeguard the data, so any attack that came in could not get to the critical data, it would only be isolated to the computer that was infected.

Commissioner Sebolt referenced the lessons learned about the County’s transparency with the public as it was mentioned in the memo, and he stated he had a personal connection to someone who worked in the technological field who was shocked not only by social media posts, but by official press releases that were put out by the County that he thought went way beyond sharing what should have been shared. He further stated he understood that Ms. Fett was not available when this happened, and asked if anyone putting out social media posts or press releases ran the information being shared by the IT Department to see if that was appropriate to be shared.

Commissioner Sebolt asked if there was going to be a best practice for an information sharing policy in the future.

Ms. Fett stated there would be a best practice going forward on sharing information with the public. She further stated one of the casualties of the incident when they were in an emergency status was that communication could be jumbled, information could be miscommunicated, or things could be shared without the disclaimer that it should not be shared publicly.

Ms. Fett stated in the future, communication from the IT Department on what was happening would be in written format, and would outline what could be shared and what information should not be available to the public because it could compromise their system integrity. She further stated that there were concerns from the IT staff at times that if they shared too much information, it would cause other attacks, which luckily did not end up happening in this situation.

Commissioner Nolan asked if Ms. Fett was the person who put the Darktrace technology in place.

Ms. Fett stated she was the person who put it in place.

Commissioner Nolan stated that software was one of the first things Ms. Fett did when she came to the County.

Ms. Fett stated that was implemented in July of 2016.

Commissioner Nolan stated she was grateful for Ms. Fett putting the system in place, because that was the system that notified the IT Department of a problem.

Ms. Fett stated that was the first major installation she did as CIO. She further stated she wanted to recognize Livingston County, who showed her how they were utilizing it, and Ingham County was following their example on that and working on best practices around it.
Ms. Fett stated there was a group of IT Departments across the state that worked together through Michigan Government Management Information Sciences and would share the resource of a Chief Information Security Officer if a county or municipality was too small to have their own.

Discussion.

Commissioner Nolan asked how they would fund the future, given the current budget strains. She further stated the County needed the half million dollar fixes for the IT Department over the next four years.

Discussion.

Ms. Fett stated the funds were not a half million dollars more than what the IT Department was normally getting, as some of it had already been factored into planning for future years. She further stated she had prioritized the list of future expenditures, and priorities 1-3 were necessities to keep the County going and safe, whereas they could get by without priority 4 items if the funds were not there.

Commissioner Nolan asked Ms. Fett if she could separate out how much of those projections were already in their budget, and how much of it was new money they would need to be looking for.

Commissioner Sebolt stated he was glad to hear when staff from other counties and municipalities had offered to help. He asked if that was part of some reciprocity agreement, or if it was a call for help and people came.

Ms. Fett stated it was a call for help, and the people who responded were people she worked with regularly. She further stated they also had an offer from Kent County and the private enterprise Accident Fund, so they had plenty of friends and resources that wanted to keep Ingham County in good shape.

Commissioner Grebner stated he thought it was startling that Ingham County looked to Livingston County for leadership, considering Livingston County’s IT and data processing used to be provided under contract from Ingham County about twenty-five or thirty years ago.

Ms. Fett stated Livingston County now had a head of IT that had a military security background.

Commissioner Grebner stated the County ought to make sure the IT staff was recognized and appreciated, and if possible, given more compensation. He further stated that for people outside the County who helped, he found it went a long way to send them a letter from the Controller and the Board Chair or an honorary resolution to thank them for their help.

Commissioner Nolan asked if that had already happened.
Mr. Dolehanty stated they were just now getting over the incident, so they have not done that yet.

Commissioner Nolan asked if the letter from Clerk Byrum had also been sent to the other entities, or if it could be sent to them now, because it was a nice letter.

Ms. Fett stated she was not sure who Clerk Byrum sent her letter to, but she appreciated the kind words and the recognition for the key members of the team who went way beyond during the incident. She further stated she knew Mr. Walters and Mr. Willett were in the office more than they were home during the aftermath of the incident.

Commissioner Grebner stated one reason people from the outside help in situations like this, was because they could get experience managing crises from the inside and it was not their own department affected by the incident. He further stated it should not be a complete surprise that there were people who would like to see what it was like on the inside, but the County certainly had to appreciate them and at some point, Ingham County could offer their services to others in times of need.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:43 p.m.
May 11, 2017

Ingham County Board of Commissioners
341 S. Jefferson St.
Mason, MI 48854

Commissioners,

Please let this letter serve as an expression of my heartfelt gratitude for the work conducted by the Ingham County IT Department during the recent county-wide virus attack.

I personally witnessed several IT technicians working tirelessly to evaluate and clean the computers within my department. Their attitudes remained positive and friendly despite concerns, frustration and long, stressful work hours that carried on through the nights and weekends. I decided to close the County Clerk’s Office to the public for 1.5 days to protect sensitive, personal and private data filed in my office.

I want to specifically thank Jake Willett and Steve Walters for their exemplary leadership roles during this attack. They remained calm, accommodating and easy to communicate with during the process. With their continued support, I was able to maintain security for the May 2017 Special Election. It is in that spirit that I will be including network segmentation in my 2018 Budget Request to follow the IT Department's continued recommendation.

I would also like to point out the work conducted by Stephen Gebes, Meridian Township IT Director, as I believe his knowledge and high level of optimism was vital to the County's IT morale during this time.

Lastly, I would like to acknowledge the Michigan State Police and their Emergency Management and Homeland Security Division for their assistance to Ingham County.

Please feel free to contact me if I may ever be of assistance.

Sincerely,

Barb Byrum
Ingham County Clerk
AGENDA ITEMS:
The Controller/Administrator recommends approval of the following resolutions:

1. **Sheriff’s Office** - Resolution to Name Sheriff’s Office Training Center the Gene L. Wriggelsworth Training Center

   The Sheriff’s Offices proposes a resolution to rename their training center in honor of Gene L. Wriggelsworth who provided 28 years of dedicated service as Ingham County Sheriff.

2a. **Facilities Department** - Resolution to Award Contracts for Concrete Repair and Replacement at the Human Services Building and Veteran’s Memorial Courthouse

   Concrete conditions have in certain parts of the Human Services Building and Veteran’s Memorial Courthouse have deteriorated to the point of causing safety issues. Proposals were solicited for cast-in-place concrete sidewalks, concrete slabs, driveways, curbs, aprons, and other formed concrete work. Foundation repairs such as steel piers, slabjacking, or pumping, lifting and stabilization of various types of finished concrete surfaces were also included. The Facilities Department recommends approval of two contracts for these projects, the first with Moore Trosper to provide concrete repair and replacement at Veteran’s Memorial Courthouse for a total not to exceed cost of $7,982.74; and the second with E.T. MacKenzie to provide concrete repair and replacement at the Human Services Building for a total not to exceed cost of $9,408.25.

2b. **Facilities Department** - Resolution to Authorize a Contract to Repair the Programmable Control Module on the Air Handler Unit at the Ingham County Jail

   A programmable control module on an air handler unit at jail recently failed and must be replaced in order to operate the air handler unit. The Facilities Department seeks approval of a resolution awarding a contract to Nelson Trane for purposes of repairing the control module at a cost not to exceed $5,391.63.

2c. **Facilities Department** - Emergency Purchase Order to Provide and Replace a TRANE Compressor

   An emergency purchase order was issued to John E. Green in the amount of $17,387 to repair a compressor at Forest Community Health Center. These repairs were necessary in order to operate air conditioning units in the dental clinic area. Notwithstanding the provisions of the Purchasing Procedures Policy, emergency purchase of goods, works and/or services may be made by the Purchasing Director, under the direction and authorization of the Controller, when an 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. Section 412.J requires the Purchasing Director and responsible department head to file a report with the County Services Committee which explains the nature of the emergency and necessity of the action taken pursuant to Policy.

2d. **Facilities Department** - Emergency Purchase Order to Replace a Relief Valve on the Steam Bundle at the Grady Porter Building

   An emergency purchase order was issued to Myers Plumbing & Heating, Inc. in the amount of $6,462 to replace a pressure relief valve at the Grady Porter Building. These repairs were necessary in order to allow steam to the building and to reduce the number of false fire alarms. Notwithstanding the provisions of the
Purchasing Procedures Policy, emergency purchase of goods, works and/or services may be made by the Purchasing Director, under the direction and authorization of the Controller, when an 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. Section 412.J requires the Purchasing Director and responsible department head to file a report with the County Services Committee which explains the nature of the emergency and necessity of the action taken pursuant to Policy.

3a. **Treasurer’s Office - Resolution to Provide the Ingham County Land Bank Fast Track Authority with Capacity Building Funding**

The County Treasurer seeks Board authorization for an annual transfer of $400,000 for the 2018-2020 fiscal years from the Delinquent Tax Revolving Fund to the Ingham County Land Bank. The Land Bank has significant physical assets with value to redeploy in the future, but currently faces property management and disposition challenges. Incidents of property tax delinquency, forfeiture, and foreclosure remain above historic average which places increased responsibility and burden upon the Authority. The Authority remains the primary public responder to the plight of parcels that have gone through the property tax foreclosure process.

3b. **Treasurer’s Office - Resolution to Utilize the County’s Option to Acquire Tax Foreclosed Property**

Acting as the Foreclosing Governmental Unit under the General Property Tax Act (MCL 211.78(8)(a)), the Treasurer proposes resolution to accept minimum bids in the name of Ingham County for 184 identified properties to be transferred to the Ingham County Land Bank Fast Track Authority. The statute provides a mechanism by which the County may purchase that property through payment to the foreclosing governmental unit (MCL 211.78m(1)). The cost of acquisition will be covered by the Authority utilizing a variety of funding sources. Minimum bids for identified properties total $1,831,557.79.

4a. **Innovation and Technology Department - Resolution to Approve the Renewal of the MUNIS Software Annual Support Agreement from Tyler Technologies**

The MUNIS application provides the foundation for all County finance, budgeting, human resources, and purchasing operations and has been utilized for years in Ingham County. An existing annual maintenance agreement provides for maintenance of the application, professional support, and software updates. The Innovation and Technology Department recommends approval of a resolution to enter into a support agreement with Tyler Technologies at a cost of $169,611.37. This amount falls within an agreed increase in the original MUNIS contract from 2004.

4b. **Innovation and Technology Department - Resolution to Approve the Renewal of the RightFax Support Agreement**

Despite advances in technology, faxing remains critical to the Health Department and Health Clinics as well as the Jail facility. RightFax provides virtual faxing to satisfy these needs through licenses that must be renewed each year. Konica Minolta has been our vendor for this software for several years now. The Innovation and Technology Department recommends renewal of the RightFax Support Agreement from Konica Minolta at a cost not to exceed $5,531.

5a. **Road Department - Resolution to Award Construction Contracts for Waterborne Pavement Markings and Cold Plastic Common Text and Symbols**

The Road Department recommends acceptance of unit price bids submitted by R.S. Contracting, Inc. for countywide waterborne pavement marking, cold plastic common text and symbol pavement marking.
Contractor(s) apply waterborne pavement marking paint to refresh yellow and white longitudinal lines that define travel lanes and white rolled plastic material (such as arrows, stop bars and school symbols) to further direct motorists. When finished, the contractor is paid for the quantity of work actually performed using the unit prices contained in their bid. The total unit price bid quoted for this work is $397,509.50.

5b. **Road Department - Resolution to Approve Local Road Agreement with Williamstown Township**

Williamstown Township recently petitioned the Road Department to include improvement projects on local roads throughout the Township as part of the 2017 local road program. These projects include asphalt wedging and skip-paving as necessary and single course chip-sealing at a total estimated cost of $226,000. A County Road Department allocation of $30,000 was reserved for local road improvement in Williamstown Township pending Township approval of matching funds.

5c. **Road Department - Resolution Authorizing the Purchase of Dust Control Solutions and Services**

The Road Department uses a service to provide, deliver and/or apply approximately 250,000 gallons of calcium chloride solution for dust control each year on 80 miles of gravel county roads during the dry months of the year. Upon review of various proposals submitted in response to a County-issued RFP, the Road and Purchasing Departments recommend awarding a three-year contract to Chloride Solutions for calcium chloride dust control solution at an annual cost not to exceed $57,500.

5d. **Road Department - Resolution to Approve an Agreement with the Michigan Department of Transportation in Relation to a Road Resurfacing Project for Fitchburg Road**

The Road Department received federal and state funding to resurface Fitchburg Road from the Leslie city limit to Nims Road. The project includes roadway resurfacing, installation of gravel shoulders, guardrail and drainage improvements. The Michigan Department of Transportation (MDOT) will hire the contractor to ensure that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define Road Department responsibilities and to administer the construction contract on MDOT’s behalf. The $638,000 cost of this project does not include a match from the Road Department. A resolution to acknowledge this arrangement is offered for Board consideration.

5e. **Road Department - Resolution to Approve an Agreement with the Michigan Department of Transportation and Drain Commissioner in Relation to a Road Reconstruction Project for the Okemos Road and Jolly Road Intersection**

The Road Department received a State of Michigan, Transportation Economic Development Fund, Category A (TEDF-A) grant to reconstruct the Okemos Road and Jolly Road intersection. The Michigan Department of Transportation (MDOT) will hire the contractor to ensure that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define Road Department responsibilities and to administer the construction contract on MDOT’s behalf. A third party agreement between the Drain Commissioner and Ingham County is required to define Drain Commissioner responsibilities and funding requirements. The $1,874,500 cost of this project includes a $205,363.70 match from the Road Department and an additional $204,577.50 from the Drain Commissioner. A resolution to acknowledge this arrangement is offered for Board consideration.
5f. **Road Department** - **Resolution to Approve a Contract with Reith-Riley Construction Co., Inc. and the Michigan Department of Transportation in Relation to a Road Resurfacing Project for Holt Road**

The Road Department received federal and state funding to resurface Holt Road from Depot Street to US-127. The project involves milling and repaving the asphalt roadway from Depot Street to the bridge deck over Sycamore Creek, concrete pavement rehabilitation or resurfacing from the bridge deck over Sycamore Creek to the US-127 bridge deck, and improvements to the Holt Road and College Road intersection. The Michigan Department of Transportation (MDOT) will hire the contractor to ensure that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define Road Department responsibilities and to administer the construction contract on MDOT’s behalf. The $1,399,900 cost of this project includes a $670,900 match from the Road Department. The Road Department offers a resolution to authorize a construction contract with Rieth-Riley Construction to resurface Holt Road from Depot Street to US-127 for a total estimated cost of $1,399,900.

5g. **Road Department** - **Resolution Approve the Final Plat of Sierra Ridge Estates No. 3 and Acceptance of Sleepy Hollow Lane, North of Lot 15 to Fresno Drive and Fresno Drive, Newton Road to Lot 43 as Public Roads**

The Sierra Ridge Estates No. 3 plat illustrates a 22 unit single-family subdivision located in Section 4 of Meridian Township. Subdivision developers have followed established procedures and now seek final plat approval. The Road Department seeks Board approval of the Final Plat of Sierra Ridge Estates No. 3, thereby accepting Sleepy Hollow Lane and Fresno Drive into the county road system.

5h. **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 36 projects (see attachment for permit list).

5i. **Road Department** - **Authorization to Start a Managerial Employee Above Step 2**

Section B.7 of the Managerial and Confidential Employee Personnel Manual allows that a new Manager or Confidential Employee may be started above Step 2 of the appropriate grade at the discretion of the County Services Committee. Based on knowledge, skills and expertise of a recommended candidate, and in recognition of local market demands, the Road Department recommends that the Committee allow a new Assistant Engineer to start at Grade 3, Step 5 of the MCF Road scale.

6a. **Parks Department** - **Resolution to Authorize a Contract for Roofing Projects**

The Parks Department maintains buildings at Hawk Island Park and Lake Lansing Park South that are in need of shingle replacement. Failure to address these needs could result in structural damage to the buildings. The Parks Department seeks authorization to award a contract to Bornor Restoration, Inc. for Bath House roof replacement at Hawk Island, replacement of damaged shingles on the Maintenance Building at Hawk Island, and replacement of the Carousel Building roof at Lake Lansing South in an amount not to exceed $92,684.

6b. **Parks Department** - **Resolution to Authorize a Contract to Provide Prime Professional Services for Burchfield Park Overlook Shelter Accessibility Upgrades**

One of the major focuses of the Ingham County Parks over the past few years and continuing into the future is the upgrade of facilities to be more inclusive to all segments of the population in terms of
accessibility and universal design. The proposed Overlook picnic area accessibility upgrades at Burchfield Park will provide these increased opportunities. The Parks Department proposed a resolution to approve a contract with Spicer Group, Inc. to provide professional design services for Burchfield Park Overlook Shelter Accessibility Upgrades at a cost not to exceed $21,825, plus an additional $3,200 for a topographic survey. Funding in part for this project is derived from the 2016 Passport Grant through the Michigan Department of Natural Resources - Grants Management.

7. **Health Department - Resolution to Authorize the Reorganization of the Ingham County Health Department Community Health Centers**

The Health Department seeks authorization to reorganize for the purpose of achieving a more efficient staffing profile that supports each medical provider position with an appropriate ratio of support staff and centralized services through the conversion of vacant positions and realignment of existing staff. This model can be implemented in the health clinics by taking advantage of currently vacant positions, staff retirements, and attrition to maintain high quality of care and allow for improved utilization and customer service.

The proposed reorganization has been evaluated by Human Resources and they have concurred with the recommendations. The proposed reorganization is contingent upon the Board of Commissioners’ (BOC) authorization of the Grievance Settlement Agreement with the Michigan Nurses Association (MNA) and the Letter of Understanding with the United Automobile and Agricultural Implement Workers of America (UAW) regarding the change in the Medical Assistants job description to include medication administration. Authorization for this agreement and letter of understanding has already been sent to the BOC for approval. This reorganization will allow ICHD to use available resources to provide needed medical, dental, and behavioral health care to the maximum number of patients in the highest quality manner within a financial framework that supports long-term sustainability.

ICHD will achieve an immediate cost savings of $33,483 by implementing this reorganization. However, the staffing efficiencies gained through the proposed reorganization will result in more significant savings long term and increased access to care for more underserved county residents. Overall, the proposal will result in added revenue, reduction in historical budget deficits, and improved long-term financial sustainability. The proposed changes are also expected to reduce the overall cost per patient for our existing medical scope of services.

The resolution seeks approval of the following position conversion:

<table>
<thead>
<tr>
<th>Position #</th>
<th>Current Title</th>
<th>New Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>601442</td>
<td>EHR Nurse Trainer</td>
<td>Nurse Clinical Educator</td>
</tr>
</tbody>
</table>
It also authorizes the conversion of existing vacant positions to new Medical Assistant I positions:

<table>
<thead>
<tr>
<th>Position #</th>
<th>Current Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>New Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>601269</td>
<td>Health Center Nurse, 1.0 FTE MNA 1, $59,883 ($94,899 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($25,256)</td>
</tr>
<tr>
<td>601430</td>
<td>Health Center Nurse, 1.0 FTE MNA 1, $59,883 ($94,899 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($25,256)</td>
</tr>
<tr>
<td>601196</td>
<td>Health Center Nurse, 1.0 FTE MNA 1, $59,883 ($94,899 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($25,256)</td>
</tr>
<tr>
<td>601234</td>
<td>Nurse Assessor, 1.0 FTE MNA 2, $62,582 ($97,498 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($27,855)</td>
</tr>
<tr>
<td>601451</td>
<td>Nurse Case Manager, 0.5 FTE ICEA PHN 3, $33,791 ($52,370 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>$17,273</td>
</tr>
<tr>
<td>601466</td>
<td>PCMH Coordinator, 1.0 FTE MNA 3, $61,715 ($86,419 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($16,776)</td>
</tr>
</tbody>
</table>

Finally, it authorizes the following position be established from the cost savings gained through the above mentioned position conversions:

<table>
<thead>
<tr>
<th>Position #</th>
<th>Current Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>New Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>N/A</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>$69,643</td>
</tr>
</tbody>
</table>

8a. **Medical Care Facility** - Resolution to Amend Resolution #15-79 Authorizing Expansion and Renovation of the Ingham County Medical Care Facility

This resolution seeks to amend resolution #15-79 authorizing renovation and expansion of the Medical Care Facility. Approval of this resolution is necessary because of a change in the scope of the project, as well as the project cost and amount to be bonded through Ingham County. The attached memorandum from Medical Care Facility Director Mark Stevens provides greater detail.

8b. **Medical Care Facility** - Resolution of Intent to Issue Bonds for the Renovation and Expansion of the Medical Care Facility

This proposed resolution formally declares the County’s intent to issue bonds in the aggregate principal amount not to exceed $10 million to finance the costs of the Medical Care Facility expansion and renovation project. The County will be reimbursed by the Medical Care Facility for all costs associated with the bonds. The amended expansion and renovation plans will be implemented at a cost not to exceed $22 million. The plans will be financed by utilizing $12 million of the Facility’s cash reserves and a $10 million bond secured through Ingham County.

9a. **Human Resources Department** - Sheriff’s Office – Discussion Regarding Separation Agreement (Materials will be Distributed at the Meeting)

Documents associated with this agenda item were not available by the established deadline. The host department will distribute applicable documents at the meeting.
9b. **Human Resources Department** - *Resolution to Adopt a Policy for Settlement of Claims, Litigation, and Separation Agreements*

At the request of the County Services Committee, the Human Resources Department developed a draft policy for settlement of claims, litigation, and separation agreements. This request followed Committee discussions regarding settlement offers under workers compensation and in a case of outstanding litigation. Those circumstances coupled with the ongoing discussion regarding the use of separation agreements (resignations by agreement and waiver of claims) that included severance payments led to discussions about the need for clearer procedures and development of a process to address these situations. This draft policy sets forth the responsibility and authority for settlement in these cases.

10a. **Board of Commissioners** - *Resolution Recognizing Audrey Gerber as the First Place Winner of the 2017 Ingham County Women’s Commission Doris Carlice Essay Contest*

A Resolution is offered to formally recognize Audrey Gerber as the First Place Winner of the 2017 Ingham County Women’s Commission Doris Carlice Essay Contest.

10b. **Board of Commissioners** - *Resolution Recognizing Rachel Scott as the Second Place Winner of the 2017 Ingham County Women’s Commission Doris Carlice Essay Contest*

A Resolution is offered to formally recognize Rachel Scott as the Second Place Winner of the 2017 Ingham County Women’s Commission Doris Carlice Essay Contest.

10c. **Board of Commissioners** - *Resolution Recognizing Brittany Pierce as the Third Place Winner of the 2017 Ingham County Women’s Commission Doris Carlice Essay Contest*

A Resolution is offered to formally recognize Brittany Pierce as the Third Place Winner of the 2017 Ingham County Women’s Commission Doris Carlice Essay Contest
TO: Board of Commissioners Law and Courts and County Services Comm
FROM: Sheriff Scott Wriggelsworth
DATE: May 8, 2017
SUBJECT: Dedicating the ICSO Training Room, to Gene L. Wriggelsworth

For the meeting agenda of June 1, 2017

BACKGROUND
To honor Gene L. Wriggelsworth for his 28 years of dedicated service as Sheriff to the residents of this county.

FINANCIAL IMPACT
Zero. The Ingham County Sheriff’s volunteer Mounted Division 501C3, has agreed to pay the invoice for lettering and installation.

OTHER CONSIDERATIONS
It is important to remember and honor those with long term dedicated service to our county, while they are still living, healthy, and part of our community.

RECOMMENDATION
I recommend the Ingham County Board of Commissioners approve the resolution.
Resolutions

Resolutions to Name Sheriff’s Office Training Center the Gene L. Wriggelsworth Training Center

WHEREAS, the Ingham County Sheriff’s Office has two (2) Regional Training Rooms, The Grant Whitaker Training Room, and the Paul Cole Training Room. These 2 rooms are located inside the “Training Center” at the Ingham County Sheriff’s Office; and

WHEREAS, Gene L. Wriggelsworth was the elected Sheriff for 28 years, and retired on 12-31-2016; and

WHEREAS, to honor Sheriff Gene L. Wriggelsworth for his 28 years of dedicated service to the citizens of Ingham County, the “Training Center” should be named the Gene L. Wriggelsworth Training Center; and

WHEREAS, this dedication will costs zero county dollars. The Ingham County Mounted Division 501C3 has agreed to pay the $1718.70, for lettering, re-center and install of this dedication; and

WHEREAS, the targeted date for the dedication in Tuesday June 20th, 2017.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves the renaming of Training Center at the Sheriff’s Office to the Gene L. Wriggelsworth Training Center.
TO: Board of Commissioners, County Services and Finance Committees
FROM: Rick Terrill, Facilities Director
DATE: May 23, 2017
SUBJECT: Resolution to Authorize Contracts for Concrete Repair and Replacement at the Human Services Building and Veteran’s Memorial Courthouse

For the meeting agendas of: June 6 & June 7

BACKGROUND
Current conditions have deteriorated to the point of causing safety issues, repairs need to be done and concrete replaced. The Purchasing Department solicited proposals from qualified, experienced vendors and two separate vendors were selected based upon their bid amounts as well as the work that is needed.

ALTERNATIVES
There are no alternatives for this project.

FINANCIAL IMPACT
Both the Purchasing and Facilities Departments agree that two contracts be awarded. The first to E.T. MacKenzie who provided the lowest bid based on unit prices, as outlined in the RFP, to provide concrete repair and replacement, at the HSB, for a not to exceed cost of $9,408.25. The second to Moore Trosper who provided the lowest bid based on unit prices, as outlined in the RFP, to provide concrete repair and replacement, at the VMC, for a not to exceed cost of $7,982.74.

Funds for the HSB concrete repair and replacement are available in the approved CIP line item 631-23303-931000-6FC16.

Funds for the VMC concrete repair and replacement are available in the approved CIP line item 245-26710-931000-6FC17.

OTHER CONSIDERATIONS
There are no other considerations for this project.

RECOMMENDATION
Based on the information presented, both the Purchasing and Facilities Departments respectfully recommend approval of the attached resolution to support two contracts. The first to E.T. MacKenzie who provided the lowest bid based on unit prices, as outlined in the RFP, to provide concrete repair and replacement, at the HSB, for a not to exceed cost of $9,408.25 and the second to Moore Trosper who provided the lowest bid based on unit prices, as outlined in the RFP, to provide concrete repair and replacement, at the VMC, for a not to exceed cost of $7,982.74.
TO: Rick Terrill, Director of Facilities
FROM: James Hudgins, Director of Purchasing
DATE: March 30, 2017
RE: Memo of performance for RFP No. 37-17: Concrete Replacements

Per your request, the Purchasing Department sought proposals for cast-in-place concrete sidewalks, concrete slabs, driveways, curbs, aprons, and other formed concrete work. Foundation repairs such as steel piers, slabjacking or pumping, lifting and stabilization of various types of finished concrete surfaces is also included.

The RFP was advertised in the Lansing State Journal, City Pulse and posted on the Ingham County Purchasing Department’s website.

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 propose</td>
<td>95</td>
<td>24</td>
</tr>
<tr>
<td>Vendors attending pre-bid/proposal meeting</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>2</td>
<td>2</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Pref</th>
<th>R &amp; R Concrete Curbs &amp; Gutters $/LF</th>
<th>R &amp; R Concrete Sidewalks $/SF</th>
<th>R &amp; R Sidewalks Adjacent to Curbs $/LF</th>
<th>R &amp; R Concrete Sidewalks through Driveway $/SF</th>
<th>Property Restoration (top soil, seed, mulch) $/SY</th>
<th>R &amp; R Concrete Stairs @ VMC $/LS</th>
<th>Asphalt Patching $/BF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moores Trosper</td>
<td>Yes, Holt</td>
<td>$72.15</td>
<td>$15.77</td>
<td>$18.77</td>
<td>$15.77</td>
<td>$6.00</td>
<td>$6,375.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>E.T. MacKenzie Company</td>
<td>Yes, Lansing</td>
<td>$40.25</td>
<td>$8.75</td>
<td>$25.00</td>
<td>$11.40</td>
<td>$51.50</td>
<td>$10,075.00</td>
<td>$9.50</td>
</tr>
</tbody>
</table>

A preconstruction meeting will be required since the construction cost exceeds $10,000. Please make sure the Purchasing Department is invited and is able to attend the preconstruction meeting to ensure that all contractors are in compliance with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department’s participation in the purchasing process. If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.
Agenda Item 2a

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD CONTRACTS FOR REPAIR AND REPLACEMENT AT THE HUMAN SERVICES BUILDING AND VETERAN’S MEMORIAL COURTHOUSE

WHEREAS, current conditions have deteriorated to the point of causing safety issues, repairs need to be done and concrete replaced; and

WHEREAS, the Purchasing Department solicited proposals from qualified, experienced vendors and two separate vendors were selected based upon their bid amounts as well as the work that is needed; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to E.T. MacKenzie who provided the lowest bid based on unit prices, as outlined in the RFP, to provide concrete repair and replacement, at the HSB, for a not to exceed cost of $9,408.25; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to Moore Trosper who provided the lowest bid based on unit prices, as outlined in the RFP, to provide concrete repair and replacement, at the VMC, for a not to exceed cost of $7,982.74; and

WHEREAS, funds for the HSB concrete repair and replacement are available in the approved CIP line item 631-23303-931000-6FC16; and

WHEREAS, funds for the VMC concrete repair and replacement are available in the approved CIP line item 245-26710-931000-6FC17.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes entering into two contracts, the first with Moore Trosper, 4224 Keller Road, Box 217, Holt, Michigan 48842, to provide concrete repair and replacement at the Veteran’s Memorial Courthouse for a total not to exceed cost of $7,982.74 and the second with E.T. MacKenzie, 4348 West Saginaw, Grand Ledge, Michigan, 48837, to provide concrete repair and replacement at the Human Services Building for a total not to exceed cost of $9,408.25.

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.
TO: Board of Commissioners, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 23, 2017

SUBJECT: Resolution to Authorize a to Repair the Programmable Control Module on the Air Handler Unit at the Ingham County Jail

For the meeting agendas of: June 6 & June 7

BACKGROUND
The existing PCM failed and is in need of replacement. Without this repair we are not able to operate the AHU to control temperatures.

ALTERNATIVES
There are no alternatives as this is proprietary, parts are only available through Trane.

FINANCIAL IMPACT
Both the Purchasing and Facilities Departments agree that a contract is awarded to Nelson Trane for a not to exceed amount of $5,391.63.

Funds for the project are available in line item #101-31100-932060.

OTHER CONSIDERATIONS
There are no other considerations for this project.

RECOMMENDATION
Based on the information presented, both the Purchasing and Facilities Departments respectfully recommend approval of the attached resolution, to support a contract with Nelson Trane, to repair the existing Programmable Control Module on the Air Handler Unit at the Ingham County Jail.
Agenda Item 2b

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT TO REPAIR THE PROGRAMMABLE
CONTROL MODULE ON THE AIR HANDLER UNIT AT THE INGHAM COUNTY JAIL

WHEREAS, the existing PCM has failed; and

WHEREAS, without this repair, we are not able to operate the AHU to control temperatures; and

WHEREAS, this is proprietary, parts are only available through Trane; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract is awarded to Nelson Trane,
for a not to exceed amount of $5,391.63; and

WHEREAS, funds are available in line item #101-31100-932060.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract with
Nelson Trane, 5335 Hill 23 Drive, Flint, MI 48507-3906, to repair the Programmable Control Module on the
Air Handler Unit at the Ingham County Jail, for a not to exceed cost of $5,391.63.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson
to sign any necessary contract documents that are consistent with this resolution and approved as to form by the
County Attorney.
MEMORANDUM

TO: County Services and Finance Committees
FROM: Rick Terrill, Facilities Director
DATE: May 23, 2017
SUBJECT: Emergency Purchase Order to Provide and Replace the TRANE Compressor

This memo is to inform you of an emergency purchase that was made prior to receiving approval from the County Services and Finance Committees.

The compressor at Forest Community Health center failed. This unit supplies air conditioning to the dental area therefore it was necessary to get it repaired as soon as possible.

Emergency Purchase Order # 2017-216 was issued to John E. Green for a total cost of $17,387.00.

Both the Controller and Facility Director approved this purchase.
TO: Rick Terrill, Facilities Director  
FROM: James Hudgins, Director of Purchasing  
DATE: May 17, 2017  
RE: Memorandum of performance for Packet #123-17: Emergency PO, FCHC Compressor

The Purchasing Department can confirm bids were sought from qualified and experienced vendors to provide and replace the old compressor at the FCHC.

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Local Preference</th>
<th>Address</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>John E Green Company</td>
<td>Yes</td>
<td>1125 North Cedar St., Mason MI 48854</td>
<td>$17,387.00</td>
</tr>
<tr>
<td>Myers Plumbing &amp; Heating Inc.</td>
<td>No</td>
<td>16825 Industrial Parkway, Lansing MI 48906</td>
<td>$18,880.00</td>
</tr>
<tr>
<td>Nelson Trane</td>
<td>No</td>
<td>5335 Hill 23 Dr., Flint MI</td>
<td>$19,924.96</td>
</tr>
</tbody>
</table>

You are now ready to complete the final steps in the process: 1) confirm funds are available; 2) submit your recommendation of award along with your evaluation to the Purchasing Department; 3) write a memo of explanation; and, 4) prepare a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department’s participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.
MEMORANDUM

TO: County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 23, 2017

SUBJECT: Emergency Purchase Order to Replace the Relief Valve on the Steam Bundle at the Grady Porter Building

This memo is to inform you of an emergency purchase that was made prior to receiving approval from the County Services and Finance Committees.

This was a pressure relief valve that failed. For safety reasons, it needed to be replaced. It was also the cause for the fire alarm on Thursday May 11. Steam to the building had been shut off, until it could be replaced.

Emergency Purchase Order # 2017-211 was issued to Myers Plumbing & Heating, Inc. for a total cost of $6,462.00.

Both the Controller and Facility Director approved this purchase.
May 23, 2017

TO: Finance and County Services Liaison Committees

FROM: Eric Schertzing

RE: Resolution to Provide the Ingham County Land Bank Fast Track Authority with Capacity Building Funding

Attached for your consideration is a proposed resolution to provide the Ingham County Land Bank Fast Track Authority (the “Authority”) with capacity building funding from the County Treasurer’s Delinquent Tax Revolving Fund for fiscal years 2018 – 2020.

Incidents of property tax delinquency, forfeiture, and foreclosure remain above their historic average, placing increased responsibility and burden upon the Authority. The Authority remains the primary public responder to the plight of parcels that have gone through the property tax foreclosure process.

On May 17, 2017, the Authority passed a resolution requesting the County to renew its current capacity building funding allocation through fiscal year 2020.

Thank you for your consideration of this resolution. Please contact me if you have any questions.
Introduce by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PROVIDE THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY WITH CAPACITY BUILDING FUNDING

WHEREAS, the incidence of tax foreclosure caused by lingering economic turmoil and hardship through 2020 is expected to be significant; and

WHEREAS, in 2005 the County, County Treasurer and the Michigan Land Bank Fast Track Authority entered into an agreement to establish an Ingham County Land Bank; and

WHEREAS, the Land Bank has grown to be a significant economic development tool in Ingham County and is the major public responder to the plight of property thrown into tax foreclosure; and

WHEREAS, the need exists for capacity at the Land Bank to deal with the growing inventory of property; and

WHEREAS, the increased incidence of tax delinquency, forfeiture and foreclosure while increasing the responsibilities placed upon the Land Bank is also increasing the revenue to the County Treasurer’s Delinquent Tax Revolving Fund for tax years through 2020; and

WHEREAS, the Land Bank has significant physical assets with value to unlock and redeploy in the future, but faces property management and disposition challenges currently.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an annual transfer of $400,000 for the 2018-2020 fiscal years to the Ingham County Land Bank to be paid for out of the Delinquent Tax Revolving Fund proceeds for tax years 2015 through 2017 respectively.

BE IT FURTHER RESOLVED, that the County Controller/Administrator is directed to make any necessary budget adjustments consistent with this resolution.
TO: Finance and County Services Liaison Committees
FROM: Eric Schertzing
RE: Resolution to Utilize the County’s Option to Acquire Tax Foreclosed Property

Attached for your consideration is a proposed resolution to request the County Treasurer, acting as the Foreclosing Governmental Unit under PA123 of 1999, accept the minimum bid in the name of Ingham County for certain specifically identified properties to be transferred to the Ingham County Land Bank Fast Track Authority (the “Authority”).

Public Act 123 of 1999 provides mechanisms by which “the county in which that property is located may purchase that property under this section by payment to the foreclosing governmental unit of the minimum bid.” The cost of acquisition will be covered by the Authority utilizing a variety of funding sources.

On May 17, 2017, the Authority passed a resolution requesting the County to acquire certain properties that meet the criteria outlined in the Authority’s Priorities, Policies and Procedures.

Thank you for your consideration of this resolution. Please contact me if you have any questions.
WHEREAS, the Ingham County Treasurer is acting as the foreclosing governmental unit under P.A. 123 of 1999; and

WHEREAS, the General Property Tax Act (PA123 of 1999), allows a county, under MCL 211.78m(1), to purchase tax foreclosed property for the minimum bid which is defined in statute; and

WHEREAS, the County Board of Commissioners wish to utilize their local option to acquire tax foreclosed property not otherwise optioned by the State of Michigan or other local units of government; and

WHEREAS, the Ingham County Land Bank Fast Track Authority (the “Authority”) on May 17, 2017 passed a resolution requesting the County to acquire certain properties that meet the criteria outlined in the Authority’s Priorities, Policies and Procedures.

THEREFORE BE IT RESOLVED, that the Board of Commissioners request the County Treasurer, acting as the Foreclosing Governmental Unit, accept the minimum bid in the name of Ingham County for the properties identified in the attached list, subject to local and state option and other amendments as required by statute and Land Bank Priorities, Policies and Procedures.

BE IT FURTHER RESOLVED, that acquisition costs shall be covered by the Ingham County Land Bank Authority.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary documents as approved to form by the County Attorney to convey said properties to the Authority.
<table>
<thead>
<tr>
<th>Parcel Number</th>
<th>Address</th>
<th>Minimum Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>33-01-01-03-156-004</td>
<td>HUNT ST</td>
<td>$3,845.65</td>
</tr>
<tr>
<td>33-01-01-03-306-191</td>
<td>840 HARRIS ST</td>
<td>$5,444.75</td>
</tr>
<tr>
<td>33-01-01-03-308-111</td>
<td>832 BANGHART ST</td>
<td>$9,358.08</td>
</tr>
<tr>
<td>33-01-01-03-351-091</td>
<td>725 VANCE ST</td>
<td>$5,340.25</td>
</tr>
<tr>
<td>33-01-01-04-102-281</td>
<td>419 W SHERIDAN RD</td>
<td>$5,312.94</td>
</tr>
<tr>
<td>33-01-01-04-105-071</td>
<td>422 W FAIRFIELD AVE</td>
<td>$6,602.69</td>
</tr>
<tr>
<td>33-01-01-04-109-172</td>
<td>619 W FAIRFIELD AVE</td>
<td>$4,704.82</td>
</tr>
<tr>
<td>33-01-01-04-155-231</td>
<td>2915 TURNER ST</td>
<td>$13,698.27</td>
</tr>
<tr>
<td>33-01-01-04-204-121</td>
<td>220 HI-MOUNT CIR</td>
<td>$11,201.54</td>
</tr>
<tr>
<td>33-01-01-04-401-261</td>
<td>127 W JACKSON ST</td>
<td>$7,444.01</td>
</tr>
<tr>
<td>33-01-01-04-457-031</td>
<td>309 DOUGLAS AVE</td>
<td>$10,358.72</td>
</tr>
<tr>
<td>33-01-01-06-161-021</td>
<td>3018 AMHERST DR</td>
<td>$7,334.66</td>
</tr>
<tr>
<td>33-01-01-06-326-102</td>
<td>WESTMONT AVE</td>
<td>$2,395.99</td>
</tr>
<tr>
<td>33-01-01-06-327-161</td>
<td>2725 NORTHWEST AVE</td>
<td>$10,488.93</td>
</tr>
<tr>
<td>33-01-01-08-202-271</td>
<td>1713 N M L KING JR BLVD</td>
<td>$14,136.69</td>
</tr>
<tr>
<td>33-01-01-08-228-461</td>
<td>1511 ROOSEVELT AVE</td>
<td>$17,241.58</td>
</tr>
<tr>
<td>33-01-01-08-256-141</td>
<td>1311 N M L KING JR BLVD</td>
<td>$12,607.23</td>
</tr>
<tr>
<td>33-01-01-08-279-055</td>
<td>KNOLLWOOD AVE</td>
<td>$808.19</td>
</tr>
<tr>
<td>33-01-01-08-304-071</td>
<td>1019 DURANT ST</td>
<td>$7,566.77</td>
</tr>
<tr>
<td>33-01-01-08-378-101</td>
<td>1527 HULL CT</td>
<td>$4,965.25</td>
</tr>
<tr>
<td>33-01-01-08-426-121</td>
<td>1147 PRINCETON AVE</td>
<td>$10,516.22</td>
</tr>
<tr>
<td>33-01-01-08-456-121</td>
<td>710 N JENISON AVE</td>
<td>$7,051.63</td>
</tr>
<tr>
<td>33-01-01-08-481-151</td>
<td>1000 W SAGINAW ST</td>
<td>$11,123.49</td>
</tr>
<tr>
<td>33-01-01-08-482-171</td>
<td>721 CHICAGO AVE</td>
<td>$16,601.23</td>
</tr>
<tr>
<td>33-01-01-08-483-151</td>
<td>727 WISCONSIN AVE</td>
<td>$21,223.80</td>
</tr>
<tr>
<td>33-01-01-09-126-061</td>
<td>204 RUSSELL ST</td>
<td>$7,252.04</td>
</tr>
<tr>
<td>33-01-01-09-177-003</td>
<td>1506 N GRAND RIVER AVE</td>
<td>$34,063.17</td>
</tr>
<tr>
<td>33-01-01-09-207-071</td>
<td>223 E NORTH ST</td>
<td>$27,782.77</td>
</tr>
<tr>
<td>33-01-01-09-305-171</td>
<td>1117 N WALNUT ST</td>
<td>$8,090.01</td>
</tr>
<tr>
<td>33-01-01-09-306-121</td>
<td>1001 N PINE ST</td>
<td>$27,202.35</td>
</tr>
<tr>
<td>33-01-01-09-327-171</td>
<td>1235 N CAPITOL AVE</td>
<td>$12,941.66</td>
</tr>
<tr>
<td>33-01-01-09-352-001</td>
<td>635 BROOK ST</td>
<td>$6,992.51</td>
</tr>
<tr>
<td>33-01-01-09-352-211</td>
<td>621 BROOK ST</td>
<td>$14,492.85</td>
</tr>
<tr>
<td>33-01-01-09-354-041</td>
<td>N CHESTNUT ST</td>
<td>$4,079.28</td>
</tr>
<tr>
<td>33-01-01-09-354-051</td>
<td>910 N CHESTNUT ST</td>
<td>$9,182.25</td>
</tr>
<tr>
<td>33-01-01-09-357-141</td>
<td>707 N SYCAMORE ST 1</td>
<td>$5,662.90</td>
</tr>
<tr>
<td>33-01-01-09-359-081</td>
<td>604 W MADISON ST 1</td>
<td>$10,510.19</td>
</tr>
<tr>
<td>33-01-01-09-364-121</td>
<td>406 W SAGINAW ST</td>
<td>$5,512.85</td>
</tr>
<tr>
<td>33-01-01-09-382-011</td>
<td>728 N WALNUT ST 1</td>
<td>$3,745.11</td>
</tr>
<tr>
<td>33-01-01-10-153-011</td>
<td>1556 BALLARD ST</td>
<td>$6,875.81</td>
</tr>
<tr>
<td>33-01-01-10-153-211</td>
<td>1501 N HIGH ST</td>
<td>$5,082.06</td>
</tr>
<tr>
<td>33-01-01-10-157-191</td>
<td>1213 N HIGH ST</td>
<td>$7,882.16</td>
</tr>
<tr>
<td>33-01-01-10-157-343</td>
<td>DRURY LANE</td>
<td>$843.26</td>
</tr>
<tr>
<td>33-01-01-10-176-341</td>
<td>1223 NEW YORK AVE</td>
<td>$7,745.22</td>
</tr>
<tr>
<td>33-01-01-10-255-081</td>
<td>1314 OHIO AVE</td>
<td>$13,639.78</td>
</tr>
<tr>
<td>Parcel Number</td>
<td>Address</td>
<td>Price</td>
</tr>
<tr>
<td>----------------</td>
<td>----------------------</td>
<td>----------</td>
</tr>
<tr>
<td>33-01-01-10-353-171</td>
<td>717 EAST PARK TERRACE</td>
<td>$ 8,205.05</td>
</tr>
<tr>
<td>33-01-01-10-354-131</td>
<td>843 E SAGINAW ST</td>
<td>$ 12,269.38</td>
</tr>
<tr>
<td>33-01-01-10-354-141</td>
<td>901 E SAGINAW ST</td>
<td>$ 10,510.11</td>
</tr>
<tr>
<td>33-01-01-10-354-151</td>
<td>903 E SAGINAW ST</td>
<td>$ 14,572.61</td>
</tr>
<tr>
<td>33-01-01-10-376-061</td>
<td>804 N PENNSYLVANIA AVE</td>
<td>$ 19,020.28</td>
</tr>
<tr>
<td>33-01-01-10-376-231</td>
<td>1026 E OAKLAND AVE</td>
<td>$ 12,610.80</td>
</tr>
<tr>
<td>33-01-01-10-481-001</td>
<td>736 CLARK ST</td>
<td>$ 6,053.27</td>
</tr>
<tr>
<td>33-01-01-10-481-131</td>
<td>MAHLON ST</td>
<td>$ 1,132.61</td>
</tr>
<tr>
<td>33-01-01-14-358-031</td>
<td>513 S FAIRVIEW AVE AVE</td>
<td>$ 2,631.54</td>
</tr>
<tr>
<td>33-01-01-14-362-071</td>
<td>S CLEMENS AVE</td>
<td>$ 944.01</td>
</tr>
<tr>
<td>33-01-01-14-380-171</td>
<td>630 S FRANCIS AVE</td>
<td>$ 3,799.54</td>
</tr>
<tr>
<td>33-01-01-15-154-091</td>
<td>917 JEROME ST</td>
<td>$ 13,900.37</td>
</tr>
<tr>
<td>33-01-01-15-303-111</td>
<td>120 S EIGHTH ST</td>
<td>$ 10,181.26</td>
</tr>
<tr>
<td>33-01-01-15-305-131</td>
<td>230 S EIGHTH ST</td>
<td>$ 5,255.14</td>
</tr>
<tr>
<td>33-01-01-15-334-281</td>
<td>1210 PROSPECT ST</td>
<td>$ 7,135.86</td>
</tr>
<tr>
<td>33-01-01-15-356-101</td>
<td>819 LARNED ST</td>
<td>$ 11,237.79</td>
</tr>
<tr>
<td>33-01-01-15-378-301</td>
<td>1102 HICKORY ST</td>
<td>$ 9,747.35</td>
</tr>
<tr>
<td>33-01-01-15-381-081</td>
<td>LARNED ST</td>
<td>$ 5,662.95</td>
</tr>
<tr>
<td>33-01-01-15-427-131</td>
<td>215 ALLEN ST</td>
<td>$ 8,056.40</td>
</tr>
<tr>
<td>33-01-01-15-432-271</td>
<td>308 LESLIE ST</td>
<td>$ 10,230.51</td>
</tr>
<tr>
<td>33-01-01-15-483-121</td>
<td>622 ALLEN ST</td>
<td>$ 20,972.22</td>
</tr>
<tr>
<td>33-01-01-15-485-111</td>
<td>622 LESLIE ST</td>
<td>$ 6,503.39</td>
</tr>
<tr>
<td>33-01-01-16-106-051</td>
<td>512 N SYCAMORE ST</td>
<td>$ 17,299.12</td>
</tr>
<tr>
<td>33-01-01-17-126-171</td>
<td>1801 W SAGINAW ST</td>
<td>$ 10,046.01</td>
</tr>
<tr>
<td>33-01-01-17-227-041</td>
<td>824 W LAPEER ST</td>
<td>$ 5,404.41</td>
</tr>
<tr>
<td>33-01-01-17-258-082</td>
<td>1222 W OTTAWA ST</td>
<td>$ 11,364.79</td>
</tr>
<tr>
<td>33-01-01-17-258-091</td>
<td>1220 W OTTAWA ST</td>
<td>$ 11,734.66</td>
</tr>
<tr>
<td>33-01-01-17-259-191</td>
<td>1305 W OTTAWA ST</td>
<td>$ 10,920.23</td>
</tr>
<tr>
<td>33-01-01-17-403-311</td>
<td>1107 CHELSEA AVE</td>
<td>$ 14,332.99</td>
</tr>
<tr>
<td>33-01-01-17-478-292</td>
<td>514 S BUTLER BLVD</td>
<td>$ 8,089.00</td>
</tr>
<tr>
<td>33-01-01-20-135-131</td>
<td>914 MIDDLE ST</td>
<td>$ 4,627.73</td>
</tr>
<tr>
<td>33-01-01-20-407-041</td>
<td>1517 PATTENGILL AVE</td>
<td>$ 19,701.17</td>
</tr>
<tr>
<td>33-01-01-21-253-020</td>
<td>1017 S GRAND AVE</td>
<td>$ 15,057.79</td>
</tr>
<tr>
<td>33-01-01-21-380-171</td>
<td>213 W BARNES AVE</td>
<td>$ 18,430.24</td>
</tr>
<tr>
<td>33-01-01-21-427-062</td>
<td>511 BAKER ST</td>
<td>$ 974.26</td>
</tr>
<tr>
<td>33-01-01-21-428-001</td>
<td>1417 LINVAL ST</td>
<td>$ 3,216.87</td>
</tr>
<tr>
<td>33-01-01-21-428-035</td>
<td>621 BAKER ST 1</td>
<td>$ 21,529.41</td>
</tr>
<tr>
<td>33-01-01-21-428-045</td>
<td>1418 BAILEY ST</td>
<td>$ 13,215.55</td>
</tr>
<tr>
<td>33-01-01-21-429-065</td>
<td>414 BAKER ST</td>
<td>$ 9,486.62</td>
</tr>
<tr>
<td>33-01-01-21-457-052</td>
<td>1801 TEEL AVE</td>
<td>$ 8,263.93</td>
</tr>
<tr>
<td>33-01-01-21-459-051</td>
<td>313 ISBELL ST</td>
<td>$ 5,094.98</td>
</tr>
<tr>
<td>33-01-01-21-460-076</td>
<td>1729 MAPLEWOOD AVE</td>
<td>$ 17,302.71</td>
</tr>
<tr>
<td>33-01-01-21-484-035</td>
<td>1823 LINVAL ST</td>
<td>$ 11,939.59</td>
</tr>
<tr>
<td>33-01-01-22-129-321</td>
<td>1126 E MALCOLM X ST</td>
<td>$ 9,094.48</td>
</tr>
<tr>
<td>33-01-01-22-176-341</td>
<td>1238 PARK VIEW AVE</td>
<td>$ 9,174.00</td>
</tr>
<tr>
<td>33-01-01-22-206-011</td>
<td>1005 BENSCH ST</td>
<td>$ 7,189.48</td>
</tr>
<tr>
<td>33-01-01-22-206-161</td>
<td>1036 DAKIN ST</td>
<td>$ 4,328.45</td>
</tr>
<tr>
<td>33-01-01-22-226-331</td>
<td>943 MCCULLOUGH ST</td>
<td>$ 17,421.56</td>
</tr>
<tr>
<td>Address</td>
<td>Property Description</td>
<td>Value</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>----------------------</td>
<td>--------</td>
</tr>
<tr>
<td>1006 REGENT ST</td>
<td></td>
<td>$3,973.26</td>
</tr>
<tr>
<td>1223 S HOLMES ST</td>
<td></td>
<td>$6,393.73</td>
</tr>
<tr>
<td>1225 S HOLMES ST</td>
<td></td>
<td>$17,878.62</td>
</tr>
<tr>
<td>1107 REGENT ST</td>
<td></td>
<td>$3,305.99</td>
</tr>
<tr>
<td>1227 LATHROP ST</td>
<td></td>
<td>$15,249.68</td>
</tr>
<tr>
<td>725 BEULAH ST</td>
<td></td>
<td>$4,302.85</td>
</tr>
<tr>
<td>710 BEULAH ST</td>
<td></td>
<td>$15,459.60</td>
</tr>
<tr>
<td>1441 BAILEY ST</td>
<td></td>
<td>$21,532.17</td>
</tr>
<tr>
<td>1531 BAILEY ST</td>
<td></td>
<td>$5,093.77</td>
</tr>
<tr>
<td>1530 LYONS AVE</td>
<td></td>
<td>$2,409.55</td>
</tr>
<tr>
<td>1524 LYONS AVE</td>
<td></td>
<td>$4,767.19</td>
</tr>
<tr>
<td>1613 LYONS AVE</td>
<td></td>
<td>$23,939.47</td>
</tr>
<tr>
<td>1711 BAILEY ST</td>
<td></td>
<td>$7,318.39</td>
</tr>
<tr>
<td>1720 LYONS AVE</td>
<td></td>
<td>$4,693.37</td>
</tr>
<tr>
<td>MCKIM AVE</td>
<td></td>
<td>$1,444.99</td>
</tr>
<tr>
<td>1920 DEVONSHIRE AVE</td>
<td></td>
<td>$9,855.32</td>
</tr>
<tr>
<td>1923 SUNNYSIDE AVE</td>
<td></td>
<td>$9,787.67</td>
</tr>
<tr>
<td>1813 E WILLARD AVE</td>
<td></td>
<td>$25,385.32</td>
</tr>
<tr>
<td>713 POXSON AVE</td>
<td></td>
<td>$10,815.18</td>
</tr>
<tr>
<td>2614 WAYBURN RD</td>
<td></td>
<td>$8,991.32</td>
</tr>
<tr>
<td>300 W HODGE AVE</td>
<td></td>
<td>$10,113.00</td>
</tr>
<tr>
<td>2609 MAPLEWOOD AVE</td>
<td></td>
<td>$4,398.09</td>
</tr>
<tr>
<td>602 S PARK BLVD</td>
<td></td>
<td>$11,659.92</td>
</tr>
<tr>
<td>629 DENVER AVE</td>
<td></td>
<td>$6,674.98</td>
</tr>
<tr>
<td>2505 S M L KING JR BLVD</td>
<td></td>
<td>$5,791.16</td>
</tr>
<tr>
<td>2130 W HOLMES RD</td>
<td></td>
<td>$104,256.13</td>
</tr>
<tr>
<td>3120 INGHAM ST</td>
<td></td>
<td>$12,230.57</td>
</tr>
<tr>
<td>3210 VIKING RD</td>
<td></td>
<td>$5,786.99</td>
</tr>
<tr>
<td>3207 AVALON ST</td>
<td></td>
<td>$8,007.56</td>
</tr>
<tr>
<td>3728 DEERFIELD AVE</td>
<td></td>
<td>$7,890.70</td>
</tr>
<tr>
<td>4020 INGHAM ST</td>
<td></td>
<td>$10,644.97</td>
</tr>
<tr>
<td>3907 INGHAM ST</td>
<td></td>
<td>$10,558.86</td>
</tr>
<tr>
<td>2514 GREENBELT DR</td>
<td></td>
<td>$7,648.33</td>
</tr>
<tr>
<td>2510 GREENBELT DR</td>
<td></td>
<td>$11,495.90</td>
</tr>
<tr>
<td>3306 LUCIE ST</td>
<td></td>
<td>$5,051.98</td>
</tr>
<tr>
<td>4722 PLEASANT GROVE RD</td>
<td></td>
<td>$15,640.32</td>
</tr>
<tr>
<td>1733 W HOLMES RD</td>
<td></td>
<td>$9,929.19</td>
</tr>
<tr>
<td>1203 WARWICK DR</td>
<td></td>
<td>$6,737.64</td>
</tr>
<tr>
<td>4919 PLEASANT GROVE RD</td>
<td></td>
<td>$9,836.12</td>
</tr>
<tr>
<td>5014 CHRISTIANSEN RD</td>
<td></td>
<td>$21,561.45</td>
</tr>
<tr>
<td>1118 PIERCE RD</td>
<td></td>
<td>$7,112.74</td>
</tr>
<tr>
<td>927 PIERCE RD</td>
<td></td>
<td>$6,668.86</td>
</tr>
<tr>
<td>600 W ROUSE ST</td>
<td></td>
<td>$6,944.67</td>
</tr>
<tr>
<td>521 FENTON AVE</td>
<td></td>
<td>$25,196.73</td>
</tr>
<tr>
<td>E EVERETTDALE AVE</td>
<td></td>
<td>$6,286.84</td>
</tr>
<tr>
<td>124 E EVERETTDALE AVE</td>
<td></td>
<td>$4,925.10</td>
</tr>
<tr>
<td>612 E CAVANAUGH RD</td>
<td></td>
<td>$5,060.15</td>
</tr>
<tr>
<td>810 FENTON AVE</td>
<td></td>
<td>$4,791.89</td>
</tr>
<tr>
<td>Address</td>
<td>Value</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>--------</td>
<td></td>
</tr>
<tr>
<td>2107 IRENE ST</td>
<td>$6,171.76</td>
<td></td>
</tr>
<tr>
<td>5507 S WASHINGTON AVE</td>
<td>$7,899.22</td>
<td></td>
</tr>
<tr>
<td>213 WARRINGTON ST</td>
<td>$10,467.33</td>
<td></td>
</tr>
<tr>
<td>BALZER ST</td>
<td>$8,680.34</td>
<td></td>
</tr>
<tr>
<td>W NORTHRUPT ST</td>
<td>$2,524.54</td>
<td></td>
</tr>
<tr>
<td>5317 S M L KING JR BLVD</td>
<td>$11,166.36</td>
<td></td>
</tr>
<tr>
<td>5822 VALENCIA BLVD</td>
<td>$5,501.64</td>
<td></td>
</tr>
<tr>
<td>5861 S M L KING JR BLVD</td>
<td>$13,069.92</td>
<td></td>
</tr>
<tr>
<td>W JOLLY RD</td>
<td>$6,908.84</td>
<td></td>
</tr>
<tr>
<td>W JOLLY RD</td>
<td>$4,967.51</td>
<td></td>
</tr>
<tr>
<td>5712 PICARDY ST</td>
<td>$9,198.27</td>
<td></td>
</tr>
<tr>
<td>2427 POLLARD RD</td>
<td>$8,616.96</td>
<td></td>
</tr>
<tr>
<td>S M L KING JR BLVD</td>
<td>$4,472.61</td>
<td></td>
</tr>
<tr>
<td>6232 BARKER ST</td>
<td>$11,277.18</td>
<td></td>
</tr>
<tr>
<td>6218 MARYWOOD AVE</td>
<td>$14,673.37</td>
<td></td>
</tr>
<tr>
<td>GREEN</td>
<td>$3,728.11</td>
<td></td>
</tr>
<tr>
<td>4642 HASLETT RD</td>
<td>$4,572.31</td>
<td></td>
</tr>
<tr>
<td>4693 W CURTICE RD</td>
<td>$2,442.14</td>
<td></td>
</tr>
<tr>
<td>FERRIS RD</td>
<td>$4,757.68</td>
<td></td>
</tr>
<tr>
<td>5621 BELLEVUE RD</td>
<td>$4,809.59</td>
<td></td>
</tr>
<tr>
<td>1882 MURRAY RD</td>
<td>$18,609.63</td>
<td></td>
</tr>
<tr>
<td>2990 LIENHART RD</td>
<td>$3,389.27</td>
<td></td>
</tr>
<tr>
<td>FOXBOROUGH DR</td>
<td>$1,129.34</td>
<td></td>
</tr>
<tr>
<td>603 CAROM</td>
<td>$2,902.40</td>
<td></td>
</tr>
<tr>
<td>119 S MIFFLIN ST</td>
<td>$13,650.56</td>
<td></td>
</tr>
<tr>
<td>119 S MIFFLIN ST</td>
<td>$2,354.80</td>
<td></td>
</tr>
<tr>
<td>421 S CHARLES ST</td>
<td>$14,918.64</td>
<td></td>
</tr>
<tr>
<td>608 N GRACE ST</td>
<td>$2,003.45</td>
<td></td>
</tr>
<tr>
<td>406 N CATHERINE ST</td>
<td>$2,777.75</td>
<td></td>
</tr>
<tr>
<td>204 N CATHERINE ST</td>
<td>$3,715.71</td>
<td></td>
</tr>
<tr>
<td>2823 W IONIA ST</td>
<td>$3,910.36</td>
<td></td>
</tr>
<tr>
<td>118 HAZE ST</td>
<td>$5,373.86</td>
<td></td>
</tr>
<tr>
<td>2115 PARK LANE</td>
<td>$12,206.91</td>
<td></td>
</tr>
<tr>
<td>EIFERT ROAD</td>
<td>$3,772.73</td>
<td></td>
</tr>
<tr>
<td>1895 AURELIUS ROAD</td>
<td>$14,247.44</td>
<td></td>
</tr>
<tr>
<td>4540 WILCOX ROAD</td>
<td>$19,122.33</td>
<td></td>
</tr>
<tr>
<td>1737 AURELIUS ROAD</td>
<td>$7,491.20</td>
<td></td>
</tr>
<tr>
<td>1563 GRAYFRIARS AVENUE</td>
<td>$8,412.66</td>
<td></td>
</tr>
<tr>
<td>GARDEN GATE DRIVE</td>
<td>$1,758.58</td>
<td></td>
</tr>
<tr>
<td>204 S MAIN ST</td>
<td>$24,627.98</td>
<td></td>
</tr>
<tr>
<td>321 MONROE ST</td>
<td>$17,315.46</td>
<td></td>
</tr>
<tr>
<td>403 BEAVER ST</td>
<td>$7,000.07</td>
<td></td>
</tr>
<tr>
<td>1840 BRADLEY AVE</td>
<td>$6,638.62</td>
<td></td>
</tr>
</tbody>
</table>
TO: Board of Commissioners, County Services, & Finance Committees
FROM: Deb Fett, CIO
DATE: 5/22/2017
SUBJECT: Renewal of the MUNIS support

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 #16-354, 15-136, 14-262, 13-261, etc.) Last year’s total maintenance cost was $157,533.78, this year’s cost invoiced by Tyler Technologies is $169,611.37, a 7.67% increase. This is within the agreed to increase from the original MUNIS contract from 2004 once the new module for Contract Maintenance which was added last year is factored in.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The funding for the $169,611.37 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 $169,611.37.
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
   Addendum A

   Section B. Software License Agreement
   Exhibit 1 - Verification Test
   Exhibit 7 - Business Associate Agreement

   Section C. Professional Services Agreement
   Exhibit 2 - Support Call Process
   Exhibit 8 - OSDBA

   Section D. Maintenance Agreement
   Exhibit 3 - Business Travel Policy
   Exhibit 9 - Client File Layouts

   Section E. Third Party Product Agreement
   Exhibit 4 - Disaster Recovery Statement of Work
   Exhibit 10 - Escrow Agreement
   Exhibit 5 - Certificate of Liability Insurance
   Exhibit 11 - ForMUNIS

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):

   Group of MUNIS Software Products
   Category
   Financials G
   Human Resources D

   Revision
   2003

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: Michael J. Lyons  
President  
3/24/04

Client:  
Ingham County

By: Victor G. Celentino  
Chairperson  
3/24/04

By: Mike Bryant  
County Clerk  
3/24/04

By: Robert D. Townsend

APPROVED AS TO FORM FOR INGHAM COUNTY  
COHL, STOKER, TOSKEY & McGLINCHEY, P.C.

Robert D. Townsend
## 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

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

### Table of Product Costs

<table>
<thead>
<tr>
<th>Model #</th>
<th>Qty</th>
<th>Description</th>
<th>Price</th>
<th>Extended</th>
<th>MA</th>
<th>MA Ext</th>
<th>Days</th>
<th>$/Day</th>
<th>Days</th>
<th>$/Day</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>AC-G</td>
<td>1</td>
<td>Accounting, General Ledger, Budgeting, Accounts Payable</td>
<td>$131,750</td>
<td>$131,750</td>
<td>$27,900</td>
<td>$27,900</td>
<td>4</td>
<td>$1,100</td>
<td>18</td>
<td>$950</td>
<td>$7,350</td>
</tr>
<tr>
<td>PA-G</td>
<td>1</td>
<td>Project Accounting</td>
<td>$23,375</td>
<td>$23,375</td>
<td>$4,950</td>
<td>$4,950</td>
<td>1</td>
<td>$1,100</td>
<td>2</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>RQ-G</td>
<td>1</td>
<td>Requisitions</td>
<td>$25,500</td>
<td>$25,500</td>
<td>$5,400</td>
<td>$5,400</td>
<td>2</td>
<td>$1,100</td>
<td>7</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>PO-G</td>
<td>1</td>
<td>Purchase Orders</td>
<td>$14,000</td>
<td>$14,000</td>
<td>$7,200</td>
<td>$7,200</td>
<td>2</td>
<td>$1,100</td>
<td>7</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>CM-G</td>
<td>1</td>
<td>Contract Management</td>
<td>$17,000</td>
<td>$17,000</td>
<td>$3,600</td>
<td>$3,600</td>
<td>1</td>
<td>$1,100</td>
<td>4</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>AR-G</td>
<td>1</td>
<td>Accounts Receivable/Cash Receipting</td>
<td>$29,750</td>
<td>$29,750</td>
<td>$6,300</td>
<td>$6,300</td>
<td>2</td>
<td>$1,100</td>
<td>6</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>GB-G</td>
<td>1</td>
<td>General Billing</td>
<td>$14,875</td>
<td>$14,875</td>
<td>$3,150</td>
<td>$3,150</td>
<td>1</td>
<td>$1,100</td>
<td>2</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>FA-G</td>
<td>1</td>
<td>Fixed Assets</td>
<td>$34,000</td>
<td>$34,000</td>
<td>$7,200</td>
<td>$7,200</td>
<td>2</td>
<td>$1,100</td>
<td>4</td>
<td>$950</td>
<td>$7,200</td>
</tr>
<tr>
<td>PR-D</td>
<td>1</td>
<td>Payroll/Personnel Management</td>
<td>$39,950</td>
<td>$39,950</td>
<td>$8,460</td>
<td>$8,460</td>
<td>4</td>
<td>$1,100</td>
<td>17</td>
<td>$950</td>
<td>$9,600</td>
</tr>
<tr>
<td>AT-D</td>
<td>1</td>
<td>Applicant Tracking</td>
<td>$6,800</td>
<td>$6,800</td>
<td>$1,440</td>
<td>$1,440</td>
<td>1</td>
<td>$1,100</td>
<td>1</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>CRW-F</td>
<td>1</td>
<td>MUNIS Crystal Reports</td>
<td>$15,300</td>
<td>$15,300</td>
<td>$4,500</td>
<td>$4,500</td>
<td>4</td>
<td>$950</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MO-F</td>
<td>1</td>
<td>MUNIS Office</td>
<td>$17,000</td>
<td>$17,000</td>
<td>$3,600</td>
<td>$3,600</td>
<td>4</td>
<td>$950</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FORMUNIS</td>
<td>1</td>
<td>ForMUNIS Lookup</td>
<td>$2,195</td>
<td>$2,195</td>
<td>$0</td>
<td>$0</td>
<td>1</td>
<td>$1,100</td>
<td>1</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>MOL</td>
<td>1</td>
<td>MUNIS OnLine e-Employees</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1</td>
<td>$1,100</td>
<td>1</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>MOL</td>
<td>1</td>
<td>MUNIS OnLine e-Citizen</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1</td>
<td>$1,100</td>
<td>1</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>MOL</td>
<td>1</td>
<td>MUNIS OnLine e-Business</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>1</td>
<td>$1,100</td>
<td>1</td>
<td>$950</td>
<td>$950</td>
</tr>
<tr>
<td>FORMUNIS</td>
<td>1</td>
<td>ForMUNIS System (Adobe Central Output Server Software)</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$2,500</td>
<td>$2,500</td>
<td>1</td>
<td>$1,500</td>
<td>1</td>
<td>$1,500</td>
<td>$1,500</td>
</tr>
<tr>
<td>FORMUNIS</td>
<td>1</td>
<td>ForMUNIS Go-Docs</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$0</td>
<td>$0</td>
<td>1</td>
<td>$1,100</td>
<td>1</td>
<td>$950</td>
<td>$950</td>
</tr>
</tbody>
</table>

- 25% reduction year 1 Phase I MUNIS Maintenance Fees

| Totals | $409,495 | $73,313 | 24 | $26,800 | 80 | $76,550 | $19,650 |

---

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

<table>
<thead>
<tr>
<th>Model #</th>
<th>Qty/Users</th>
<th>Description</th>
<th>Price</th>
<th>Extended</th>
<th>MA Price</th>
<th>MA Extend</th>
</tr>
</thead>
<tbody>
<tr>
<td>GUI</td>
<td>55</td>
<td>MUNIS GUI Runtime</td>
<td>$300</td>
<td>$16,500</td>
<td>$60</td>
<td>$3,300</td>
</tr>
<tr>
<td>FORMUNIS</td>
<td></td>
<td><strong>ForMUNIS Supplies</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Signature System</td>
<td>$1,500</td>
<td>$1,500</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Additional Signature Card</td>
<td>$150</td>
<td>$150</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>A/P Check Stock</td>
<td>$855</td>
<td>$855</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Freight for A/P Check Stock</td>
<td>$171</td>
<td>$171</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>P/R Check Stock</td>
<td>$713</td>
<td>$713</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Freight for P/R Check Stock</td>
<td>$143</td>
<td>$143</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>DD Stock</td>
<td>$548</td>
<td>$548</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>Freight for DD Stock</td>
<td>$143</td>
<td>$143</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

**Total Hardware & System Software**

| OSDBA   | 1 | Operating System / Database Support (first annual charge) | $0    | $11,000  | $11,000  |

**Total Other Services**

<table>
<thead>
<tr>
<th>Model #</th>
<th>Qty</th>
<th>Description</th>
<th>Price/EA</th>
<th>Price Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td>VPN</td>
<td>1</td>
<td>VPN Device Installation and Configuration</td>
<td>$3,000</td>
<td>$3,000</td>
</tr>
<tr>
<td>ADMIN</td>
<td>2</td>
<td>Client Administration Day</td>
<td>$950</td>
<td>$1,900</td>
</tr>
<tr>
<td>MCG</td>
<td></td>
<td>MUNIS Consulting Group</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MCG</td>
<td>1</td>
<td>Policy &amp; Procedure Review/Best Practices</td>
<td>$35,000</td>
<td>$35,000</td>
</tr>
<tr>
<td>MCG</td>
<td>1</td>
<td>Policy &amp; Procedure Manuals</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>FORMUNIS</td>
<td>1</td>
<td>ForMUNIS Finance Forms Library</td>
<td>$6,000</td>
<td>$6,000</td>
</tr>
<tr>
<td>FORMUNIS</td>
<td>1</td>
<td>Additional Lookup A/P Check Designs</td>
<td>$600</td>
<td>$600</td>
</tr>
<tr>
<td>SW-INST</td>
<td>1</td>
<td>Software Installation and Testing</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>WRKFLW</td>
<td>3</td>
<td>MUNIS Workflow Consulting Days</td>
<td>$1,100</td>
<td>$3,300</td>
</tr>
<tr>
<td>WRKFLW</td>
<td>6</td>
<td>MUNIS Workflow Implementation Days</td>
<td>$950</td>
<td>$5,700</td>
</tr>
</tbody>
</table>

**Total Other**

$90,500
## Conversion Options and Prices

<table>
<thead>
<tr>
<th>Model #</th>
<th>AC-G</th>
<th>FA-G</th>
<th>PR-D</th>
<th>Conv Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Std</td>
<td>✗</td>
<td>✗</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>✗</td>
<td></td>
<td>✗</td>
<td>$1,250</td>
</tr>
<tr>
<td>2</td>
<td>✗</td>
<td></td>
<td></td>
<td>$1,250</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td>✗</td>
<td>$1,800</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td>✗</td>
<td>$1,800</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>$1,200</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td>✗</td>
<td>$1,200</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>✗</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td></td>
<td></td>
<td>✗</td>
<td></td>
<td>$2,700</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$9,600</td>
</tr>
</tbody>
</table>

<p>| Total | $7,350 | $2,700 | $9,600 |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>MA</th>
<th>Consulting Days</th>
<th>Implementation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timekeeper Interface</td>
<td>$4250</td>
<td>$900</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Pension Tracking</td>
<td>$7000</td>
<td>$1260</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>BS&amp;A Equalizer Interface</td>
<td>$6800</td>
<td>$1440</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Work Orders/Job Cost</td>
<td>$34000</td>
<td>$7200</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Inventory</td>
<td>$32300</td>
<td>$6840</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Treasury Management</td>
<td>$32300</td>
<td>$6840</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Business License</td>
<td>$29750</td>
<td>$6300</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>Decision Support System Web Portal</td>
<td>$60000</td>
<td>$10800</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>Contingency</td>
<td>$50000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permits &amp; Code Enforcement</td>
<td>$50000</td>
<td>$9000</td>
<td>3</td>
<td>14</td>
</tr>
<tr>
<td>Disaster Recovery Services</td>
<td></td>
<td>$15000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Collection Station</td>
<td>$3440</td>
<td>$200</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

6 of 14.
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 Fees, 25% of the Application Software and System Software Maintenance Fees, 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 Fees and 75% of the System Software License Fees, and 75% of the Application Software and System Software Maintenance Fees, and 75% of the Third Party Product Maintenance Fees.
3. The remaining 25% balance of the MUNIS Application Software Fees shall be paid after (a) Client’s verification 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 invoice 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 30 days.

Section B - Software License Agreement
1) Software Product License.
   a) Upon Client’s payment for 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, non-transferable, 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) Ownership of 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 subdivisions 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 disclosure 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 only be 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 other reverse engineering on the software products. If Client has made modifications to the software products, MUNIS will not support or correct errors in the modified software products, unless modifications were specifically authorized in writing by MUNIS.
   g) Client may make copies of the software products for archival purposes only. Client will not redistribute any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.
   h) The term of the license granted by this Section shall be perpetual.

   i) MUNIS maintains an escrow agreement with an Escrow Services Company under which MUNIS places the source code of each major release. At Client’s request, MUNIS will add Client as a beneficiary on its escrow account. Client will be invoiced the annual fee directly by the Escrow Services Company and is solely responsible for maintaining its status as a beneficiary.

2) License Fees.
   a) Client agrees to pay MUNIS, and MUNIS agrees 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 for 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. MUNIS 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 be paid after final payment of the service.
   d) 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 system, MUNIS will test the software products in accordance with MUNIS standard verification test 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' user manuals 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 may verify the software products in accordance with 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' user manuals 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 hereinafter, 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 defects, 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 inconclusive, 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 such a malfunction is not corrected within thirty (30) days from the receipt of written notice of such a malfunction, MUNIS will make additions or modifications to the software programs which in its judgment are necessary to correct the malfunction.
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 into which the software product is to be loaded. MUNIS shall exercise reasonable efforts to cause the software products to be verified in accordance with 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 the control and without fault of MUNIS.
5) Limited Warranty: MUNIS warrants that the 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 Call Process documented herein as Exhibit 2. Should MUNIS be unable to cure the defect at the replacement product, Client shall be entitled to a refund for the license fee 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 VERBAL, 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 claims or proceedings 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, it being understood and agreed by both parties that MUNIS will promptly notify Client of such claim or proceeding and gives MUNIS full and complete authority, information and assistance 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 its use by Client is enjoined, MUNIS shall, at its option, (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.
   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 fees identified in the Investment Summary. The license 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 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 then 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, 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 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 circumstances 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 as 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 make payment 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 County’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 service 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 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 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) Payment is 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 Attn: 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.
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 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 a 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 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 this 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 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 will 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 and discloses any information or documentation by any party of any of the software products or accompanying documentation.
   e) The software products may be modified but such modifications shall be only for the use on the Client's system for which the software products are licensed and shall not cause the Client or anyone performing such modifications 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 by MUNIS.
   f) Client may make copies of the licensed software products for archival purposes only. The Client will retain any proprietary notice on the copy of the software products. The documentation accompanying the product may not be copied except for internal use.
   g) For as long as a current Maintenance Agreement is in place, MUNIS shall promptly correct any defects in the software products which fail to 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 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 programs 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 also 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 the balance of the term, MUNIS shall support the update.
   f) MUNIS will make available appropriately trained personnel to provide Client additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate plus expenses.

6) Limitations and Exclusions. The supported 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 services.
   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, at 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. Excused 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, 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 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 as 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 to 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 billed charges to Client. Advance written notice of any such transfer shall be provided to MUNIS.
   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 decompilation, disassembly, translation or other reverse engineering of the software products.
   f) Client may make copies of the software products for archival purposes only. Client will report 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 payment 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.
   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 any 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' conclusion 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 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, the Professional Services Agreement, the Maintenance Agreement and this Third Party Product Agreement.

4. Costs and Taxes:
   a) Unless otherwise indicated in the Investment Summary, the price includes costs for shipment of and insurance while in 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. 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 on 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 causes 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 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 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 did not rely 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 as 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.

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.

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER, TOSKEY &
McGLINCHY, P.C.

By: ________

Robert D. Townsend

Robert D. Townsend

MUNIS, Inc.

By: ________

President

Michael J. Lyons

Date: 3/27/07

Ingham County

Victor G. Celentino

Chairperson

Date: 3/27/07

By: ________

Mike Bryant

County Clerk

Date: 3/27/07

14 of 14
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 supercede all payment terms specified in the
   Software License Agreement, Professional Service 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/Best Practices 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)
      75% of the first annual OSDBA Fee ($8,250)

   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 2c 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 6 - Modifications 012504")
   - Email from Jonathan Grace to Rodney Taylor dated March 8, 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 Managements 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 Acrual 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 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-commenced, 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 6e 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 4 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 software 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/Non-Discrimination 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(f) 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. 93-168, 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.
**Remittance:**
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3558

**Questions:**
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2250 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Ord No</th>
<th>PO Number</th>
<th>Currency</th>
<th>Terms</th>
<th>Due Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>4815</td>
<td>92510</td>
<td></td>
<td>USD</td>
<td>NET30</td>
<td>07/01/2017</td>
<td></td>
</tr>
<tr>
<td>Contract No.: INGHAM COUNTY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - ACCTG/GL/BUDGET/AP</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>46,880.07</td>
<td>46,880.07</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - ACCOUNTS RECEIVABLE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>10,787.50</td>
<td>10,787.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - BUSINESS &amp; VENDOR SELF SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>9,322.57</td>
<td>9,322.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - CITIZEN SELF SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>10,787.50</td>
<td>10,787.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - APPLICANT TRACKING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>2,344.38</td>
<td>2,344.38</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - FIXED ASSETS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>11,719.39</td>
<td>11,719.39</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - GENERAL BILLING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>5,127.24</td>
<td>5,127.24</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>5,326.65</td>
<td>5,326.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - CRYSTAL REPORTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>7,398.74</td>
<td>7,398.74</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - MUNIS OFFICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>5,859.69</td>
<td>5,859.69</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>12,119.47</td>
<td>12,119.47</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - PROJECT ACCOUNTING</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>7,990.61</td>
<td>7,990.61</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - PURCHASE ORDERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>12,519.58</td>
<td>12,519.58</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - REquisitions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>9,322.57</td>
<td>9,322.57</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TYLER FORM PROCESSING SUPPORT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>4,439.51</td>
<td>4,439.51</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUPPORT &amp; UPDATE LICENSING - CONTRACT MANAGEMENT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maintenance: Start: 01/Jul/2017, End: 30-Jun/2018</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>4,365.90</td>
<td>4,365.90</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Remittance:**
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

**Questions:**
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertechn.com

**Bill To:** INGHAM COUNTY
ATTN: M I S Department
121EAST MAPLE STREET
MASON, MI 48854

**Ship To:** INGHAM COUNTY
ATTN: M I S Department
121EAST MAPLE STREET
MASON, MI 48854

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Ord No</th>
<th>PO Number</th>
<th>Currency</th>
<th>Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4815</td>
<td>92510</td>
<td>A26</td>
<td>USD</td>
<td>NET30</td>
<td>07/01/2017</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Units</th>
<th>Rate</th>
<th>Extended Price</th>
</tr>
</thead>
</table>

**ATTENTION**
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

```
**RECEIVED**
MAY 15 2017

**RECEIVED**
MAY 15 2017
```

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>166,311.37</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>0.00</td>
</tr>
<tr>
<td>Invoice Total</td>
<td>166,311.37</td>
</tr>
</tbody>
</table>
**Remittance:**
Tyler Technologies, Inc.
(IEIN 75-2303920)
P.O. Box 203658
Dallas, TX 75320-3556

**Questions:**
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2280 Press 2, then 1
Fax: 1-865-573-3274
Email: ar@tylertech.com

Bill To: INGHAM COUNTY
ATTN: M I S Department
121 EAST MAPLE STREET
MASON, MI 48854

Ship To: INGHAM COUNTY
ATTN: M I S Department
121 EAST MAPLE STREET
MASON, MI 48854

<table>
<thead>
<tr>
<th>Customer No.</th>
<th>Ord No</th>
<th>PO Number</th>
<th>Currency</th>
<th>Terms</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>4815</td>
<td>92216</td>
<td></td>
<td>USD</td>
<td>NET30</td>
<td>07/01/2017</td>
</tr>
</tbody>
</table>

**Contract No.: INGHAM COUNTY**
GUI SUPPORT
Maintenance: Start: 01/Jul/2017, End: 30/Jan/2018

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Units</th>
<th>Rate</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>55</td>
<td>60.00</td>
<td>3,300.00</td>
</tr>
</tbody>
</table>

**ATTENTION**
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Subtotal</strong></td>
<td>3,300.00</td>
</tr>
<tr>
<td><strong>Sales Tax</strong></td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Invoice Total</strong></td>
<td>3,300.00</td>
</tr>
</tbody>
</table>
Agenda Item 4a

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 $169,611.37 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 7.67% from the prior year due to an additional module added; 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 $169,612.00.

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.
TO: Board of Commissioners, County Services Committee, and Finance Committee  
FROM: Deb Fett, CIO  
DATE: 5/22/2017  
SUBJECT: Resolution – RightFax Software Support Renewal

BACKGROUND
Resolution #16-326 renewed our Rightfax software support licensing for an additional year. RightFax handles our virtual faxing. These licenses have a support component that must be renewed each year. Konica Minolta has been our vendor for this software for several years now. They have provided us a quote under the NASPO ValuePoint 3091 contract (formerly WSCA-NASPO) to bring us current again and carry us forward until next year.

ALTERNATIVES
There are no reasonable alternatives at this time.

FINANCIAL IMPACT
The funding for the $5,531.00 total will come from the County’s Innovation and Technology Department’s Network Maintenance Fund #636-25810-932030. The amount paid last year was $7,326.00.

OTHER CONSIDERATIONS
Faxing is critical to our Health Department and Health Clinics as well as our Jail facility. This software, while it has its quirks and irritations, does save the County money over the machine and telephone line method that used to be used.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached quote for RightFax support renewal from Konica Minolta.
Date: May 15, 2017

COPIER QUOTATION
For
Ingham County
MIT

One (1) Year Right Fax Renewal for SUID 68285-12251

|SCPSTNDSUPPORTR| Standard Support Renewal for RightFax (vendor item: S-CP-STNDSUPPORT-R) |

Purchase
Price
$5,531.00

Proposed Renewal is good for one year and would commence on 8/31/17.

Approved By:
Colleen Sherman
Major Account Executive
INTRODUCED BY COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE RENEWAL OF THE RIGHTFAX SUPPORT AGREEMENT

WHEREAS, Ingham County currently utilizes RightFax for faxing which requires ongoing support; and

WHEREAS, ITD obtained contract pricing from Konica Minolta for our ongoing support and licensing needs; and

WHEREAS, our current existing support agreement expires in August, 2017 and ITD recommends renewing this agreement; and

WHEREAS, our previous annual cost was $7,326.00 and the new annual cost will be $5,531.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the support agreement from Konica Minolta in the amount not to exceed $5,531.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county’s Network Fund #63625810-932030.

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.
This memo contains a recommendation for the Board of Commissioners to accept the unit price bid results for the Road Department’s annual Countywide Waterborne Pavement Marking & Cold Plastic Common Text & Symbol Pavement Marking Program and award contracts for the work.

The Ingham County Purchasing Department solicits unit prices annually for a vast array of contractor applied pavement markings. We use the bid unit prices and an estimated quantity of pavement markings to determine and recommend contractor(s). Once under contract, the contractor(s) apply waterborne pavement marking paint to refresh the yellow and white longitudinal lines that define road laneage and white rolled plastic material, such as arrows, stop bars and school symbols to further direct motorists. When finished, the contractor is paid for the quantity of work actually performed using the unit prices contained in their bid.

The Purchasing Department advertised and received four bids for each of the pavement marking items: Item No. 1 – Waterborne Pavement Markings and Item No. 2 - Cold Plastic Common Text & Symbols. The bid results are as follows:

<table>
<thead>
<tr>
<th></th>
<th>Item No. 1</th>
<th>Item No. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan Pavement Markings, LLC</td>
<td>$438,000.00</td>
<td>$28,380.00</td>
</tr>
<tr>
<td>M&amp;M Pavement Markings, Inc.</td>
<td>$390,900.00</td>
<td>$32,774.95</td>
</tr>
<tr>
<td>P. K. Contracting, Inc.</td>
<td>$398,485.00</td>
<td>$29,908.75</td>
</tr>
<tr>
<td>R. S. Contracting, Inc.</td>
<td>$370,200.00</td>
<td>$27,309.50</td>
</tr>
</tbody>
</table>

This year’s recommended contractor for Waterborne Pavement Markings is R. S. Contracting, Inc., Marine City, Michigan. They were the low bidder and submitted unit prices that, when applied to the estimated quantities, totaled $370,200.00.

This year’s recommended contractor for Cold Plastic Common Text & Symbols is also R. S. Contracting, Inc., Marine City, Michigan. They were the low bidder and submitted unit prices that, when applied to the estimated quantities, totaled $27,309.50.

Approval of the attached resolution is recommended.
RESOLUTION TO AWARD CONSTRUCTION CONTRACTS FOR WATERBORNE PAVEMENT MARKINGS AND COLD PLASTIC COMMON TEXT & SYMBOLS

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

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

WHEREAS, a request for proposals was issued and four responsive bids were received to provide the contractor applied pavement markings. The bids were as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Item No. 1</th>
<th>Item No. 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan Pavement Markings, LLC</td>
<td>$438,000.00</td>
<td>$28,380.00</td>
</tr>
<tr>
<td>M&amp;M Pavement Markings, Inc.</td>
<td>$390,900.00</td>
<td>$32,774.95</td>
</tr>
<tr>
<td>P. K. Contracting, Inc.</td>
<td>$398,485.00</td>
<td>$29,908.75</td>
</tr>
<tr>
<td>R. S. Contracting, Inc.</td>
<td>$370,200.00</td>
<td>$27,309.50</td>
</tr>
</tbody>
</table>

WHEREAS, the Purchasing Department and the Road Department’s Director of Engineering recommend that the Board of Commissioners accept the unit price bid results for Waterborne Pavement Markings and Cold Plastic Common Text & Symbols and authorize contracts with the responsive low bidders; and

WHEREAS, this year’s recommended contractor for Waterborne Pavement Markings is R. S. Contracting, Inc., Marine City, Michigan. They were the low bidder and submitted unit prices that, when applied to the estimated quantities, totaled $370,200.00; and

WHEREAS, this year’s contractor for Cold Plastic Common Text & Symbols is also R. S. Contracting, Inc., Marine City, Michigan. They were the low bidder and submitted unit prices that, when applied to the estimated quantities, totaled $27,309.50.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with R. S. Contracting, Inc., Marine City, Michigan, to provide Countywide Waterborne Pavement Markings for a total estimated cost of $370,200.00.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with R. S. Contracting, Inc., Marine City, Michigan, to provide Countywide Cold Plastic Common Text & Symbols for a total estimated cost of $27,309.50.

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.
MEMORANDUM

To: County Services & Finance Committees
From: William Conklin, Managing Director
Ingham County Road Department
Date: May 11, 2017
RE: Resolution for 2017 Local Road Program Agreement with Williamstown Township

Attached is a proposed resolution for a 2017 Local Road Program Agreement with Williamstown Township. The resolution is self-explanatory as to the proposed road improvements and funding. The total of the road department match indicated in the resolution is included in the adopted/amended 2017 road fund budget.

Approval of the attached resolution is therefore recommended.
Agenda Item 5b

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE LOCAL ROAD AGREEMENT
WITH WILLIAMSTOWN TOWNSHIP

WHEREAS, Williamstown Township desires that improvements be performed on the following local roads in the 2017 local road program:

Lounsbury between Barry and Milton
Barry between Shoeman and Lounsbury
Milton between Zimmer and Bentley
to include asphalt wedging and skip-paving as necessary, single course chip-sealing, for a total estimated cost for materials only on all of the above of $226,000.00; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken by road department crews, to contribute labor without charge to the project, and to pay for a portion of the cost of said improvements; 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 twice the maximum Road Department match amount set forth below, the excess cost will be paid solely by the Township, provided, however, that the Township excess payment will not exceed five percent (5%) of the Township contribution amount established in the 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 performed by road department crews during the construction season of the 2017 calendar year.

BE IT FURTHER RESOLVED, that for 2017, the County on behalf of the Road Department has allocated to Williamstown Township’s local roads, a maximum sum of $30,000.00, which shall be matched equally by the Township to the extent used.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute labor and up to one half of the final cost of this project to a maximum of $30,000 toward the cost of said project, whichever is less.

BE IT FURTHER RESOLVED, that in the event the final cost of the improvements is less than the estimate provided above, the savings shall first accrue to the Township for any final cost down to twice the above indicated Road department contribution, $60,000, and then for any lower final costs, be split evenly between the Township and the Road Department.

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 Williamstown 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: County Services and Finance Committees
FROM: Tom Gamez, Director of Operations ICRD
DATE: May 15, 2017
SUBJECT: ITB No.108-17: Liquid Calcium Chloride Solution

The purpose of this correspondence is to support the attached resolution and to accept Invitation to Bid (ITB) 108-17. Authorize the Road dept. to enter into a 3 year contract, with a 2 year renewal option.

The Road Department uses a service to provide and apply approximately 250,000 gallons of 28% calcium chloride solution for dust control each year on the 80 miles of gravel county roads during the dry months of the year for various road maintenance operations.

Bids for the Road Department’s supply of 28% liquid calcium chloride solutions were solicited by the Purchasing Department in ITB #108-17 and received sealed bid proposals for these services, for the next 3 years and with a 2 year renewal option, beginning from date of service contract execution.

Chloride Solutions of Webberville, Michigan was the lowest qualifying bidder, with unit price per gallon and a quantity not to exceed $57,500 per each year of the agreement on dust control services under a 3 year contract, with a 2 year renewal option.

The recommendation of the Road and Purchasing Departments is to enter into a contract with Chloride Solutions of Webberville, Michigan 48892, for 28% calcium chloride dust control solutions delivered to the Road Department storage tanks at a unit price per gallon and applied at a unit price per gallon.

The delivered to the Road Department storage tank pricing.
- 2017 - $0.18 per a gallon
- 2018 - $0.19 per a gallon
- 2019 - $0.20 per a gallon

The applied on various county roads pricing with greater than 6000 gallon tanker loads.
- 2017 - $0.22 per a gallon
- 2018 - $0.23 per a gallon
- 2019 - $0.24 per a gallon

The applied on various county roads pricing with less than 3000 gallon tanker loads.
- 2017 - $0.23 per a gallon
- 2018 - $0.24 per a gallon
- 2019 - $0.25 per a gallon

The Road Department’s adopted 2017 budget includes funds for this expense in controllable expenditures and will have sufficient funds budgeted for the second and third years of this contract.
The decision to where the Liquid Calcium Chloride will be applied on any given operation will be based on the Road Department staff’s judgment as to where and when the product will be applied.

Approval of the attached resolution is recommended. Entering into a contract with Chloride Solutions 672 N. M-52 Webberville, Michigan 48892, a 3 year contract with a 2 year renewal option, to supply 28% calcium chloride. Delivered and applied on Ingham County roads as directed by the Road Department.
Per your request, the Purchasing Department sought bids from experienced and qualified vendors for the purpose of furnishing liquid calcium chloride solution for dust control on gravel roads for the Ingham County Road Department for a period of three years with an option for a two-year extension.

The RFP was advertised in the Lansing State Journal, New Citizens Press and posted on the and Ingham County Purchasing Department’s website.

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 propose</td>
<td>6</td>
<td>1</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>3</td>
<td>1</td>
</tr>
</tbody>
</table>

The summary of the vendors’ costs grid is on the next page:

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) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department’s participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.
## Michigan Chloride Sales, LLC

### Local Vendor: No, St Louis MI

**DElivered to Eastern District Garage Storage Tank**

<table>
<thead>
<tr>
<th>Product Concentration</th>
<th>Price/gallon – Year 1</th>
<th>Price/gallon – Year 2</th>
<th>Price/gallon – Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>$0.19</td>
<td>$0.20</td>
<td>$0.21</td>
</tr>
<tr>
<td>32%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>38%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

*Applied to any location within Ingham County per Road Department direction.

### Product

<table>
<thead>
<tr>
<th>Concentration</th>
<th>Price/gallon (&gt;6,000 gallons) Year 1</th>
<th>Price/gallon (&lt;3,000 gallons) Year 1</th>
<th>Price/gallon (&gt;6,000 gallons) Year 2</th>
<th>Price/gallon (&lt;3,000 gallons) Year 2</th>
<th>Price/gallon (&gt;6,000 gallons) Year 3</th>
<th>Price/gallon (&lt;3,000 gallons) Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>$0.31</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>$0.32</td>
<td>No Bid</td>
</tr>
<tr>
<td>32%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>38%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

*Approximate annual usage of 250,000 gallons

---

## Great Lakes Chloride, Inc.

### Local Vendor: No, Grand Haven MI

**DElivered to Eastern District Garage Storage Tank**

<table>
<thead>
<tr>
<th>Product Concentration</th>
<th>Price/gallon – Year 1</th>
<th>Price/gallon – Year 2</th>
<th>Price/gallon – Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>$0.45</td>
<td>$0.46</td>
<td>$0.47</td>
</tr>
<tr>
<td>32%</td>
<td>$0.49</td>
<td>$0.50</td>
<td>$0.51</td>
</tr>
<tr>
<td>38%</td>
<td>$0.54</td>
<td>$0.55</td>
<td>$0.56</td>
</tr>
</tbody>
</table>

*Applied to any location within Ingham County per Road Department direction.

### Product

<table>
<thead>
<tr>
<th>Concentration</th>
<th>Price/gallon (&gt;6,000 gallons) Year 1</th>
<th>Price/gallon (&lt;3,000 gallons) Year 1</th>
<th>Price/gallon (&gt;6,000 gallons) Year 2</th>
<th>Price/gallon (&lt;3,000 gallons) Year 2</th>
<th>Price/gallon (&gt;6,000 gallons) Year 3</th>
<th>Price/gallon (&lt;3,000 gallons) Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>$0.49</td>
<td>$0.65</td>
<td>$0.50</td>
<td>$0.66</td>
<td>$0.51</td>
<td>$0.67</td>
</tr>
<tr>
<td>32%</td>
<td>$0.53</td>
<td>$0.69</td>
<td>$0.54</td>
<td>$0.70</td>
<td>$0.55</td>
<td>$0.71</td>
</tr>
<tr>
<td>38%</td>
<td>$0.59</td>
<td>$0.74</td>
<td>$0.60</td>
<td>$0.75</td>
<td>$0.61</td>
<td>$0.76</td>
</tr>
</tbody>
</table>

*Approximate annual usage of 250,000 gallons

---

## Chloride Solutions LLC

### Local Vendor: Yes, Webberville, MI

**DElivered to Eastern District Garage Storage Tank**

<table>
<thead>
<tr>
<th>Product Concentration</th>
<th>Price/gallon – Year 1</th>
<th>Price/gallon – Year 2</th>
<th>Price/gallon – Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>$0.18</td>
<td>$0.19</td>
<td>$0.20</td>
</tr>
<tr>
<td>32%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>38%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

*Applied to any location within Ingham County per Road Department direction.

### Product

<table>
<thead>
<tr>
<th>Concentration</th>
<th>Price/gallon (&gt;6,000 gallons) Year 1</th>
<th>Price/gallon (&lt;3,000 gallons) Year 1</th>
<th>Price/gallon (&gt;6,000 gallons) Year 2</th>
<th>Price/gallon (&lt;3,000 gallons) Year 2</th>
<th>Price/gallon (&gt;6,000 gallons) Year 3</th>
<th>Price/gallon (&lt;3,000 gallons) Year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>28%</td>
<td>$0.22</td>
<td>$0.23</td>
<td>$0.23</td>
<td>$0.24</td>
<td>$0.24</td>
<td>$0.25</td>
</tr>
<tr>
<td>32%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
<tr>
<td>38%</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

*Approximate annual usage of 250,000 gallons
Resoluion Authorize the Purchase of Dust Control Solutions and Services

WHEREAS, the Road Department uses a service to provide and apply approximately 250,000 gallons of 28% calcium chloride solution for dust control on the 80 miles of gravel county roads during the dry months of the year; and

WHEREAS, the Road Department’s adopted 2017 budget includes funds for this expense in controllable expenditures and will have sufficient funds budgeted for the second and third years of this contract; and

WHEREAS, bids for the Road Department’s supply of liquid calcium chloride solutions were solicited by the Purchasing Department in ITB #108-17 and received sealed bid proposals for these services for the next 3 year period, beginning from date of service contract execution; and

WHEREAS, Chloride Solutions of Webberville, Michigan 48892 was the lowest qualifying bidder, with unit price per gallon and a quantity not to exceed $57,500 per each year of the agreement for dust control services on a 3 year contract with an 2 year renewal option; and

WHEREAS, it is therefore the recommendation of the Road and Purchasing Departments to enter into a contract with Chloride Solutions of Webberville, Michigan, for 28% calcium chloride solution delivered to the Road Department storage tanks or applied on gravel county roads.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the bid and authorizes entering into a 3 year contract with a 2 year renewal option, with Chloride Solutions 672 N. M-52 Webberville, Michigan 48892 to supply 28% calcium chloride, delivered and applied on Ingham County roads as directed by the Road Department.

BE IT FURTHER RESOLVED, that the Road Department and the Purchasing Department are hereby authorized to execute purchase orders consistent with this resolution.
The Ingham County Road Department (ICRD) received federal and state funding to resurface Fitchburg Road from the City of Leslie limits to Nims Road. The project generally involves roadway resurfacing, installation of gravel shoulders, guardrail and drainage improvements. The estimated costs for the project are as follows:

Federal STP Rural Funding  $510,600
State TEDF-D Funding:  $127,600
Road Department Match:  $0

$638,200

We are to the point where the funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: The Michigan Department of Transportation (MDOT) will enter into a contract with the contractor, which basically ensures that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define the Road Department’s responsibilities and to administer the construction contract on MDOT’s behalf.

The reason for this memo and resolution is to execute the MDOT and Ingham County second party agreement.

Approval of the attached resolution is recommended.
EXHIBIT I

CONTROL SECTION  STL 33555
JOB NUMBER  130113A
PROJECT  STP 1733(021)

ESTIMATED COST

CONTRACTED WORK

Estimated Cost  $638,200

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST  $638,200
Less TED FUNDS  $127,600
Balance  $510,600

Less Federal Funds (Advance Construction)
  Future  $510,600
REQUESTING PARTY’S SHARE (Future Fiscal Year)  $ 0

*Contingent upon availability of Federal Funds and Federal approval, Federal Surface Transportation Funds, in the future, may be applied to the cost incurred as advance construction in an amount such that the Federal Funds equal a participation ratio of 80 percent.

NO DEPOSIT
INTROduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION IN RELATION TO A ROAD RESURFACING PROJECT FOR FITCHBURG ROAD

WHEREAS, The Ingham County Road Department received federal and state funding to resurface Fitchburg Road from the City of Leslie limits to Nims Road; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with the State of Michigan/MDOT consistent with the requirement for state and federal funding requirements.

WHEREAS, the estimated costs for the project are as follows:

Federal STP Rural Funding $ 510,600
State TEDF-D Funding: $ 127,600
Road Department Match: $ 0
$ 638,200

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect resurfacing of Fitchburg Road from the City of Leslie limits to Nims Road for a total estimated cost of $648,200 consisting of $510,600 in federal funding, $127,600 of state TEDF-D funding, and $0 in Road Department funds.

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.
The Ingham County Road Department (ICRD) received a State of Michigan, Transportation Economic Development Fund, Category A (TEDF-A) grant to reconstruct the Okemos Road and Jolly Road intersection. This project is phase two of the road work needed to accommodate traffic generated as a result of the Jackson National Life Insurance (JNL) $100M office expansion project. Phase one addressed Okemos Road needs south of the I-96 and phase two addresses Okemos Road north of the I-96.

The project generally involves replacement of the existing pavement along Okemos Road and Jolly Road, addition of right turn lanes, Smith Drain drainage improvements, and signal replacement at the Okemos Road and Jolly Road intersection. The estimated costs for the project are as follows:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan TEDF-F Funding</td>
<td>$872,025.00</td>
</tr>
<tr>
<td>2016 Federal NHS Funding</td>
<td>$226,244.00</td>
</tr>
<tr>
<td>2017 and Future Federal NHS Funding</td>
<td>$366,278.80</td>
</tr>
<tr>
<td>Ingham County Drain Commissioner Funding</td>
<td>$204,588.50</td>
</tr>
<tr>
<td>Road Department Match</td>
<td>$205,363.70</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,874,500.00</strong></td>
</tr>
</tbody>
</table>

The 2017 federal NHS funding amount is somewhat of a moving target at this point. The best information we have is that there is about $257,600 of 2017 funds available for the project. The actual amount will be known when the FHWA allows obligation of the region’s allocated amount. If the $257,600 amount is accurate, we would look to receive about $108,600 of future federal NHS funding to make the project whole.

We are to the point where the available funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: The Michigan Department of Transportation (MDOT) will enter into a contract with the contractor, which basically ensures that all the federal construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define the Road Department’s responsibilities and to administer the construction contract on MDOT’s behalf and a third party agreement is required to secure funding for Drain Commissioner desire work.

The reason for this memo and resolution is to execute the MDOT and Ingham County second party agreement and the Drain Commissioner and Road Department third party agreement.

Approval of the attached resolution is recommended.
Resolutions

WHEREAS, the Ingham County Board of Commissioners authorize entering into Contract No. 17-5194 with the State of Michigan/MDOT to effect reconstruction of the Okemos Road and Jolly Road intersection for a total estimated cost of $1,874,500.00 consisting of $872,025.00 of Economic Development Fund, Category A funding, $226,244.00 of 2016 Federal NHS funding, $366,278.80 of 2017 and future Federal NHS funding, $204,588.50 of Ingham County Drain Commissioner funding, and $205,363.70 of Ingham County Road Department matching funds.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into third party agreement with the Ingham County Drain Commissioner to secure the estimated $204,588.50 of funds for the Ingham County Drain Commissioner requested work.

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.
The Ingham County Road Department (ICRD) received a State of Michigan, Transportation Economic Development Fund, Category F (TEDF-F) grant to resurface Holt Road from Depot Street to US-127. Due to a partnership between the Michigan Department of Environmental Quality, Michigan State University, and ICRD the project will also contain approximately $354,000 of crumb rubber modified asphalt pavement funding. The road work is proposed to upgrade our urban all-season network and to improve the Holt Road and College Road intersection.

The project generally involves milling and repaving the asphalt roadway from Depot Street to the bridge deck over Sycamore Creek, concrete pavement rehabilitation or resurfacing from the bridge deck over Sycamore Creek to the US-127 bridge deck, and improvements to the Holt Road and College Road intersection.

The Purchasing Department advertised and received two (2) bids for resurfacing of Holt Road on May 19, 2017. ICRD and Purchasing Department staff reviewed the proposals for adherence to county purchasing requirements, similar project experience, required MDOT prequalification, and overall value to the county. The as-read bid results were as follows:

<table>
<thead>
<tr>
<th>Bid amount</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,399,858.28</td>
<td>Rieth-Riley Construction Co., Inc., Mason, MI</td>
</tr>
<tr>
<td>$1,451,549.83</td>
<td>Michigan Paving and Materials Co., Lansing, MI</td>
</tr>
</tbody>
</table>

After confirming the bid results, both ICRD and Purchasing Department staff agree to recommend that Rieth-Riley Construction Co., Inc., Mason, Michigan, be offered the construction contract to perform the work.

The project’s contractual responsibilities are as follows: The County on behalf of the Ingham County Road Department must enter into a first party (construction) contract with the approved contractor to perform the work. An associated second party agreement between the State of Michigan/MDOT and the County is required to secure the TEDF-F funds, to define our (Requesting Agency) responsibilities, and to administer the construction contract on MDOT’s behalf.
Lastly, third party agreements between the County and the Michigan Department of Environmental Quality (MDEQ) and the County and Michigan State University were required to secure the crumb rubber modified asphalt pavement funding and retain university researchers for the testing and research portion of the MDEQ, Scrap Tire Market Development (crumb rubber) grant. Both third party agreements were approved and executed in 2016, pursuant to Board of Commissioner resolutions #16-298 and #16-523.

The estimated (rounded) project costs are as follows:

- State of Michigan TEDF-F grant: $375,000
- MDEQ Scrap Tire Market Grant: $354,000
- Road Department Match: $670,900

$1,399,900

PLEASE NOTE, all of the amounts listed above have been “rounded” to the nearest $100 because the low responsible bid was based on a summation of estimated work quantities multiplied by the bidder’s unit price for dozens of pay items that comprises the project work. That is the nature of unit price contracts, which is the standard of the road construction industry. Actual project costs can only be determined after construction has been completed and mutually agreed upon by ICRD and the contractor. The second party agreement between MDOT and Ingham County, when sent for execution, will illustrate rounded amounts. The same “rounding” of amounts approach should be employed when considering the third party agreement and ICRD match amounts.

The reason for this memo and resolution is to execute the construction contract with Rieth-Riley Construction Co., Inc., Mason, Michigan, and to execute the second party agreement between MDOT and Ingham County.

Approval of the attached resolution is recommended.
Agenda Item 5f

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A CONTRACT WITH RIETH-RILEY CONSTRUCTION CO., INC. AND THE MICHIGAN DEPARTMENT OF TRANSPORTATION IN RELATION TO A ROAD RESURFACING PROJECT FOR HOLT ROAD

WHEREAS, the Ingham County Road Department (ICRD) received a State of Michigan, Transportation Economic Development Fund, Category F (TEDF-F) grant to resurface Holt Road from Depot Street to US-127; and

WHEREAS, the road work is needed to upgrade our urban all-season network and to improve the Holt Road and College Road intersection; and

WHEREAS, the project will be undertaken pursuant to a contract between Ingham County, on behalf of the Road Department, and the responsible low bidder; and

WHEREAS, the County in turn, must enter into an associated second party agreement with the State of Michigan/MDOT, consistent with the requirements for the Transportation Economic Development Fund, Category F grant requirements; and

WHEREAS, the estimated (rounded) project costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Michigan TEDF-F grant</td>
<td>$ 375,000</td>
</tr>
<tr>
<td>MDEQ Scrap Tire Market Grant</td>
<td>$ 354,000</td>
</tr>
<tr>
<td>Road Department Match</td>
<td>$ 670,900</td>
</tr>
<tr>
<td>Low Responsible Bid</td>
<td>$1,399,900</td>
</tr>
</tbody>
</table>

WHEREAS, all of the amounts listed above have been “rounded” to the nearest $100 because the low responsible bid was based on a summation of estimated work quantities multiplied by the bidder’s unit price for dozens of pay items that comprises the project work. That is the nature of unit price contracts, which is the standard of the road construction industry. Actual project costs can only be determined after construction has been completed and mutually agreed upon by ICRD and the contractor. The second party agreement between MDOT and Ingham County, when sent for execution, will illustrate rounded amounts. The same “rounding” of amounts approach should be employed when considering the third party agreement and ICRD match amounts.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a construction (first party) contract with Rieth-Riley Construction Co., Mason, Michigan to effect resurfacing Holt Road from Depot Street to US-127 for a total estimated cost of $1,399,900, consisting of $375,000 in State of Michigan, Transportation Economic Development Fund, Category F grant funding, $354,000 in Michigan Department of Environmental Quality, Scrap Tire Market Development Grant funding, and $670,900 of ICRD matching funds.
BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a second party agreement with State of Michigan/MDOT to secure the Transportation Economic Development Fund, Category F funds, to define our (Requesting Agency) responsibilities, and to administer the construction contract on MDOT’s behalf.

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: Board of Commissioners, County Services Committee
FROM: Robert Peterson, Director of Engineering, Road Department
DATE: May 11, 2017
SUBJECT: Sierra Ridge Phase 3 Final Acceptance

For the County Services Committee meeting agenda in June 6, 2017
For the BOC meeting agenda in June 13, 2017

On August 29, 2002 the former Road Commission, now Ingham County Road Department, approved the Master Plan for the residential subdivision called Grand Oaks, subsequently changed to Sierra Ridge Estates, located in Section 4, Meridian Township and consists of five phases of construction.

Sierra Ridge Estates No. 1 (Phase 1 of 5), lots 1 through 35, was approved shortly afterwards, its roads constructed, and said roads were made public August 25, 2005. Similarly, Sierra Ridge Estates No. 2, lots 36 through 50, was approved, its roads constructed, and said roads were made public January 22, 2013. The preliminary plat of Sierra Ridge Estates No. 3 (lots 51 through 72) was approved March 25, 2014 and its roads constructed in 2016. It is now time to accept the roadways constructed as part of Sierra Ridge Estates No. 3 as public roads.

The Sierra Ridge Subdivision No. 3 road construction meets Ingham County Road Department standards. All road construction is in accordance with the approved road and drainage plans. The proprietor, Gerald S. Fedewa, has submitted all the required fees, insurance, testing results, certifications, and a $30,000 irrevocable letter of credit as assurance for the final course of asphalt. Mr. Fedewa is requesting approval of the Sierra Ridge Estates No. 3 plat and acceptance of the plat’s roadways: Sleepy Hollow Lane, north of lot 15 to Fresno Drive and Fresno Drive, Newton Road to lot 43 as public roads.

Per state statute, final plat approval can be accomplished in a two-step process. The first step allows for the proprietor to request approval and signature of a “True Copy” of the actual plat document from all of the half dozen or so agencies that must approve the document. Once signed true copies are collected from each agency, the proprietor can request the plat review at the state level, which if acceptable eventually will lead to the second step of the process – signature of the final mylar plat document.

Lastly, the road department has historically allowed placement of the final course of asphalt after the lots within the plat are built-out. This method of pavement construction avoids damage to the final driving surface due to construction traffic, allows time to reveal weaknesses to be repaired in the roadway, and provides a better end product. We require an agreement and collect a cash bond (irrevocable letter of credit) as assurance that the proprietor will place the final course of asphalt.
RECOMMENDATION: I am asking for approval of the final plat of Sierra Ridge Estates No. 3, acceptance of Sleepy Hollow Lane, north of lot 15 to Fresno Drive and Fresno Drive, Newton Road to lot 43 into the county road system, and approval of a Bituminous Paving Agreement for the final course of asphalt road pavement.

Approval of the attached resolution is recommended.
WHEREAS, on August 29, 2002 the former Road Commission, now Ingham County Road Department, approved the Master Plan for the residential subdivision called Sierra Ridge Estates, located in Section 4, Meridian Township and consists of five phases of construction; and

WHEREAS, Sierra Ridge Estates No. 1, lots 1 through 35, was also approved, its roads constructed, and said roads were made public August 25, 2005; and

WHEREAS, Sierra Ridge Estates No. 2, lots 36 through 50, was approved, its roads constructed, and said roads were made public January 22, 2013; and

WHEREAS, the preliminary plat of Sierra Ridge Estates No. 3 (lots 51 through 72) was approved March 25, 2014 and its roads constructed in 2016, except for the final course of asphalt, per road department standards; and

WHEREAS, the Sierra Ridge Subdivision No. 3 road construction meets Ingham County Department of Transportation and Roads procedures and guidelines. All construction is in accordance with the approved road and drainage plans; and

WHEREAS, The proprietor, Gerald S. Fedewa, has submitted all the required fees, insurance, testing results, certifications, and a $30,000 irrevocable letter of credit as assurance for the final course of asphalt; therefore Mr. Fedewa is requesting Sierra Ridge Estates No. 3 plat approval and acceptance of the Sierra Ridge Estates No. 3 roadways, Sleepy Hollow Lane, north of lot 15 to Fresno Drive and Fresno Drive, Newton Road to lot 43 as public roads.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the “True Copy” and subsequent final mylar plat document of Sierra Ridge Estates No. 3 in accordance with state statute.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to accept the Sierra Ridge Estates No. 3 roadways, Sleepy Hollow Lane, north of lot 15 to Fresno Drive and Fresno Drive, Newton Road to lot 43 as public roads.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the necessary Bituminous Paving Agreement that is consistent with this resolution and approved as to form by the County Attorney.
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 May 23, 2017 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>
</tr>
</thead>
<tbody>
<tr>
<td>2017-215</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>DOBIE RD &amp; HATCH RD</td>
<td>MERIDIAN</td>
<td>27</td>
</tr>
<tr>
<td>2017-224</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>PINE DELL &amp; PINE TREE</td>
<td>DELHI</td>
<td>11</td>
</tr>
<tr>
<td>2017-225</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>WAVERLY RD &amp; MCCUE RD</td>
<td>DELHI</td>
<td>19</td>
</tr>
<tr>
<td>2017-226</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>WESTFIELD RD &amp; WILLOW ST</td>
<td>LANSING</td>
<td>7</td>
</tr>
<tr>
<td>2017-227</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>SPRINGBROOK LN &amp; WILLOW ST</td>
<td>LANSING</td>
<td>7</td>
</tr>
<tr>
<td>2017-228</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>BOYNTON DR &amp; WILLOW ST</td>
<td>LANSING</td>
<td>7</td>
</tr>
<tr>
<td>2017-229</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>WILLOW ST &amp; EASTFIELD RD</td>
<td>LANSING</td>
<td>7</td>
</tr>
<tr>
<td>2017-230</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>WIND-N-WOOD &amp; MERIDIAN RD</td>
<td>MERIDIAN</td>
<td>36</td>
</tr>
<tr>
<td>2017-231</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>HULL RD &amp; ROLFE RD</td>
<td>VEVAY</td>
<td>28</td>
</tr>
<tr>
<td>2017-232</td>
<td>AT &amp; T</td>
<td>CABLE / UG</td>
<td>DOBIE RD &amp; SASHABAW DR</td>
<td>MERIDIAN</td>
<td>34</td>
</tr>
<tr>
<td>2017-233</td>
<td>COMCAST</td>
<td>CABLE / UG</td>
<td>KOALA DR &amp; KODIAK DR</td>
<td>MERIDIAN</td>
<td>17</td>
</tr>
<tr>
<td>2017-234</td>
<td>AT &amp; T</td>
<td>CABLE / UG</td>
<td>COLUMBIA RD &amp; WAVERLY RD</td>
<td>AURELIUS</td>
<td>6</td>
</tr>
<tr>
<td>2017-235</td>
<td>FRONTIER</td>
<td>CABLE / UG</td>
<td>ELM RD &amp; GRIEB RD</td>
<td>LEROY</td>
<td>11</td>
</tr>
<tr>
<td>2017-236</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>LINDEN DR &amp; TIMBERLANE ST</td>
<td>MERIDIAN</td>
<td>4</td>
</tr>
<tr>
<td>2017-237</td>
<td>SME</td>
<td>SOIL BORING</td>
<td>HAGADORN RD &amp; SERVICE DR</td>
<td>MERIDIAN</td>
<td>17</td>
</tr>
<tr>
<td>2017-243</td>
<td>CONSUMERS ENERGY</td>
<td>ELECTRIC / OH</td>
<td>GROVENBURG RD &amp; MCCUE RD</td>
<td>DELHI</td>
<td>19</td>
</tr>
<tr>
<td>2017-244</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>MAIN ST &amp; ST JOSEPH ST</td>
<td>LANSING</td>
<td>19</td>
</tr>
<tr>
<td>2017-245</td>
<td>CONSUMERS ENERGY</td>
<td>GAS / ELECTRIC / OH</td>
<td>TOWNER RD &amp; MARSH RD</td>
<td>MERIDIAN</td>
<td>3</td>
</tr>
<tr>
<td>2017-246</td>
<td>AT &amp; T</td>
<td>CABLE / OH &amp; UG</td>
<td>MARSH RD &amp; BLISS ST</td>
<td>MERIDIAN</td>
<td>3</td>
</tr>
<tr>
<td>2017-247</td>
<td>COMCAST</td>
<td>CABLE / OH</td>
<td>OKEMOS RD &amp; SOWER BLVD</td>
<td>MERIDIAN</td>
<td>28</td>
</tr>
<tr>
<td>2017-249</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>MACON AVE &amp; FITTING AVE</td>
<td>LANSING</td>
<td>7</td>
</tr>
<tr>
<td>2017-264</td>
<td>CONSUMERS ENERGY</td>
<td>ELECTRIC / OH</td>
<td>PARK LAKE RD &amp; SAGINAW ST</td>
<td>MERIDIAN</td>
<td>8</td>
</tr>
<tr>
<td>2017-265</td>
<td>ACD.NET</td>
<td>CABLE / OH / UG</td>
<td>WOOD ST &amp; LAKE LANSING RD</td>
<td>LANSING</td>
<td>3</td>
</tr>
<tr>
<td>2017-266</td>
<td>DELHI TOWNSHIP</td>
<td>SPECIAL EVENT</td>
<td>VARIOUS</td>
<td>DELHI</td>
<td></td>
</tr>
<tr>
<td>2017-267</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>FITCHBURG RD &amp; JACKSON RD</td>
<td>LESLIE</td>
<td>27</td>
</tr>
<tr>
<td>2017-268</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>FITCHBURG RD &amp; JACKSON RD</td>
<td>LESLIE</td>
<td>27</td>
</tr>
<tr>
<td>2017-269</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>FITCHBURG RD &amp; JACKSON RD</td>
<td>LESLIE</td>
<td>27</td>
</tr>
<tr>
<td>2017-270</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>BARRY RD &amp; ZIMMER RD</td>
<td>WILLIAMSTOWN</td>
<td>3</td>
</tr>
<tr>
<td>2017-271</td>
<td>MERIDIAN TOWNSHIP</td>
<td>SPECIAL EVENT</td>
<td>VARIOUS</td>
<td>MERIDIAN</td>
<td></td>
</tr>
<tr>
<td>2017-272</td>
<td>AT &amp; T</td>
<td>CABLE / UG</td>
<td>JOLLY RD &amp; OKEMOS RD</td>
<td>MERIDIAN</td>
<td>34</td>
</tr>
<tr>
<td>Case Number</td>
<td>Company</td>
<td>Service Type / Location</td>
<td>Location Details</td>
<td>City</td>
<td>District</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------</td>
<td>--------------------------</td>
<td>---------------------------------------</td>
<td>---------------</td>
<td>----------</td>
</tr>
<tr>
<td>2017-274</td>
<td>TDS TELECOM</td>
<td>CABLE / UG</td>
<td>HASLETT RD &amp; M-52</td>
<td>LOCKE</td>
<td>9</td>
</tr>
<tr>
<td>2017-277</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>SKYLINE DR &amp; HORIZON DR</td>
<td>MERIDIAN</td>
<td>5</td>
</tr>
<tr>
<td>2017-280</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>FITCHBURG RD &amp; JACKSON RD</td>
<td>LESLIE</td>
<td>27</td>
</tr>
<tr>
<td>2017-281</td>
<td>CONSUMERS ENERGY</td>
<td>GAS</td>
<td>FITCHBURG RD &amp; JACKSON RD</td>
<td>LESLIE</td>
<td>27</td>
</tr>
<tr>
<td>2017-291</td>
<td>FRONTIER</td>
<td>CABLE / UG</td>
<td>STILLSON RD &amp; DEXTER TR</td>
<td>STOCKBRIDGE</td>
<td>7</td>
</tr>
<tr>
<td>2017-292</td>
<td>CITY OF LANSING</td>
<td>SANITARY</td>
<td>STONER RD &amp; MICHIGAN AVE</td>
<td>LANSING</td>
<td>18</td>
</tr>
</tbody>
</table>

MANAGING DIRECTOR: ______________________________
MEMORANDUM

To: County Services Committee

From: William Conklin, Managing Director
Road Department

Date: May 23, 2017

RE: Follow-up to prior discussion of One Engineering Position Reclassification

At the last, May 16, 2017, County Services Committee meeting, information was submitted for consideration and discussion of reclassifying one currently vacant Assistant Engineer position from Managerial-Confidential (MCF) Road grade 3 to grade 5 in the Road Department’s Engineering Division.

As mentioned at the last meeting, an applicant to the subject position per the current MCF grade 3 posting was interviewed and Road Department staff wishes to offer the position to this candidate at the current MCF Road grade 3, step 5 = $69,286 as this candidate’s current salary is $68,000.

This candidate will meet the road department’s needs at the present time in the current grade 3 and does not meet the requirements for the proposed grade 5 reclassification of this position. Therefore as discussed at last County Services Committee meeting, rather than proceed with reclassification of this position, this reclassification request will be postponed until such time in the future if/when the desired hire meets the grade 5 requirements and the Road department has a need to reclassify the position.

As required under Section B, subsection 7 of the MCF manual, any placement of a new hire above step 2 requires approval of the County Services Committee. Therefore Committee approval is requested/recommended to allow the Road Department to hire the desired candidate for the subject position at step 5 of the current MCF Road Grade 3 for the reasons given above.
TO: Board of Commissioners County Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: May 19, 2017
SUBJECT: Roofing Projects for Ingham County Parks

For the meeting agenda of 6/6/17 County Services and 6/7/17 Finance

BACKGROUND
The Parks Department owns and maintains the buildings at Hawk Island, Lake Lansing Park North, and Lake Lansing Park South. Ingham County sought proposals from roofing installers for the provision of roof replacement services for five County buildings located at Hawk Island County Park, Lake Lansing Park North and Lake Lansing Park South. The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Bornor Restoration, Inc. to replace the roof of the Bath House at Hawk Island, replace the damaged shingles to the Maintenance Building at Hawk Island, and replace the roof of the Carousel Building at Lake Lansing South in a total amount of $92,684.

ALTERNATIVES
The Parks Department owns and maintains the buildings at Hawk Island and Lake Lansing Park South that are in need of replacement of their shingles. Failure to address these needs could result in damage to the buildings as there are shingles that are beginning to fail on these structures.

FINANCIAL IMPACT
There are funds available in line item 245-75299-97600.

OTHER CONSIDERATIONS
The Ingham County Park Commission supported this resolution at their May 15, 2017 meeting.

RECOMMENDATION
Based on the information presented, I respectfully recommend the resolution authorizing a contract with Bornor Restoration be approved.
This RFP is a reissue from February 2017 because the county did not receive any vendor response. In February, the Purchasing Department sent an email notice to 79 vendors of which 21 were local, advertised in the Lansing State Journal, City Pulse and on the Purchasing Departments website.

In April, the Purchasing Department sought proposals from qualified and experienced roofing installers for the provision of roof replacement services for six (6) County buildings. Services shall include, but are not limited to, furnishing all materials, equipment, labor, and supervision for the removal and replacement of the roofs.

The RFP was advertised in the Lansing State Journal, New Citizens Press and posted on the Ingham County Purchasing Department’s website.

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 propose</td>
<td>79*</td>
<td>21</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>1</td>
<td>1</td>
</tr>
</tbody>
</table>

*Includes all county vendors registering under the general roofing commodity code. Also, includes general contractors and roofing materials suppliers.

GM Contracting of Newaygo, Michigan only submitted an electronic version of their proposal. A sealed bid sent to the Purchasing Department is required, and as such, the proposal could not be accepted.
The following grid is a summary of the vendors’ costs:

<table>
<thead>
<tr>
<th>Vendor Name: Bornor Restoration</th>
<th>Local Pref: Yes, Lansing</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HAWK ISLAND BUILDINGS</strong></td>
<td><strong>LAKE LANSING BUILDINGS</strong></td>
</tr>
<tr>
<td>Bath House</td>
<td>Rental House</td>
</tr>
<tr>
<td>Maintenance Buildings</td>
<td>Band Shell</td>
</tr>
<tr>
<td></td>
<td>Carousel</td>
</tr>
<tr>
<td><strong>TOTALS:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Reroofing Sandhill Shelter LL - North. Added Cost</td>
<td>$8,760.00</td>
</tr>
<tr>
<td>Deteriorated/damaged roof sheathing, if needed. Cost/SF Labor &amp; Mtls</td>
<td>$3.50</td>
</tr>
</tbody>
</table>

The Purchasing Department is aware that this proposal is over budget and the Parks Department will need to make the decision which roofing requires repair or replacement. A preconstruction meeting is required when construction costs exceed $10,000. Please make sure the Purchasing Department is included and able to attend any or all preconstruction meetings to ensure that all contractors are compliant with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department’s participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.
Agenda Item 6a

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT FOR ROOFING PROJECTS

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Hawk Island and Lake Lansing Park South; and

WHEREAS, the Ingham County Parks Department has a roof replacement plan in place to ensure routine replacement of building roofs; and

WHEREAS, the Purchasing Department solicited proposals for the provision of roof replacement services for five County buildings located at Hawk Island County Park, Lake Lansing Park North and Lake Lansing Park South; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Bornor Restoration, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Bornor Restoration, Inc. in the total amount of $92,684 which includes repairs to the Hawk Island Maintenance Building for $350, the Hawk Island Bath House for $34,905, and the Lake Lansing Park South Carousel Building for $57,429.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes roof sheathing replacement if necessary at a cost of $3.50 per square foot.

BE IT FURTHER RESOLVED, that funds are available in line item 245-75299-97600.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution.

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.
TO: Board of Commissioners County Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: May 23, 2017
SUBJECT: Burchfield Park Overlook Pavilion Accessibility Upgrades

For the meeting agenda of 6/6/17 County Services and 6/7/17 Finance

BACKGROUND
The Parks Department solicits proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Burchfield Park Overlook Pavilion Accessibility Upgrades project for the Ingham County Parks Department. The Prime Professional must be registered in Michigan.

Funding in part for this project is derived from the 2016 Passport Grant through the Michigan Department of Natural Resources - Grants Management (DNR Project Number: RP16-0092). The bids were evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Spicer Group.

ALTERNATIVES
The Ingham County Parks Department strives to provide facilities for all segments of the population so that they may enjoy the natural environment of the County Park facilities. One of the major focuses of the Ingham County Parks over the past few years and continuing into the future is the upgrade of many of our facilities to be more inclusive to all segments of the population in terms of accessibility and universal design. The proposed Overlook picnic area accessibility upgrades at Burchfield Park will provide these increased opportunities.

Burchfield Park is one of Ingham County’s oldest park facilities and many of the features were built over 30 years ago. The accessibility standards have changed since many of the structures and facilities were initially constructed and this park in particular is in need of upgrades. Although some of these upgrades may be possible through the regular Capital Improvement budgeting process, grant dollars would assist in making these upgrades in a timelier manner.

FINANCIAL IMPACT
There are funds available in line item 245-75299-976000.

OTHER CONSIDERATIONS
The Ingham County Park Commission supported this resolution at their May 22, 2017 meeting.

RECOMMENDATION
Based on the information presented, I respectfully recommend the resolution authorizing a contract with Spicer Group, Inc. be approved.
Per your request, the Purchasing Department sought proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Burchfield Park Overlook Pavilion Accessibility Upgrades project for the Ingham County Parks Department. The Prime Professional must be registered in Michigan.

The RFP was advertised in the Lansing State Journal, City Pulse and posted on the Ingham County Purchasing Department’s website.

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 propose</td>
<td>89</td>
<td>26</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>4</td>
<td>3</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Pref</th>
<th>Addendum</th>
<th>Total Cost</th>
<th>Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rowe Professional Services Company</td>
<td>Yes, Lansing</td>
<td>Yes</td>
<td>$24,650.00</td>
<td></td>
</tr>
<tr>
<td>Hubbell, Roth, &amp; Clark Inc.</td>
<td>No, Bloomfield Hills</td>
<td>Yes</td>
<td>$21,617.00</td>
<td></td>
</tr>
<tr>
<td>Landscape Architects &amp; Planners Inc.</td>
<td>Yes, Lansing</td>
<td>Yes</td>
<td>$25,122.64</td>
<td></td>
</tr>
<tr>
<td>Spicer Group</td>
<td>Yes, Lansing</td>
<td>Yes</td>
<td>$21,825*</td>
<td>$3,200 Topo Survey</td>
</tr>
</tbody>
</table>

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT TO PROVIDE PRIME PROFESSIONAL SERVICES FOR BURCHFIELD PARK OVERLOOK SHELTER ACCESSIBILITY UPGRADES

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Burchfield Park Overlook Shelter Area; and

WHEREAS, Burchfield Park Overlook Pavilion Accessibility Upgrades project for the Ingham County Parks Department is possible through a Passport Grant from the Michigan Department of Natural Resources; and

WHEREAS, the Purchasing Department solicited proposals from registered architects, professional engineers and/or landscape architects for the purpose of entering into a contract to provide prime professional services for the Burchfield Park Overlook Pavilion Accessibility Upgrades project for the Ingham County Parks Department and the Prime Professional must be registered in Michigan; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Spicer Group, Inc.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Spicer Group, Inc. in the amount of $21,825 to provide prime professional services for Burchfield Park Overlook Shelter Accessibility Upgrades.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes a Topographic Survey in the amount of $3,200.

BE IT FURTHER RESOLVED, that funds are available in line item 245-75299-976000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution.

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.
TO: Board of Commissioners Human Services, County Services, & Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: May 1, 2017
SUBJECT: Ingham County Health Department Community Health Center Reorganization
For the meeting agendas of May 15, 2017, May 16, 2017, & May 17, 2017

BACKGROUND
The Ingham Community Health Centers (ICHC) have been operating under a model that has a higher cost per patient than other Federally Qualified Health Centers or local primary care practices. Ingham County Health Department (ICHD) seeks a reorganization to achieve a more efficient staffing profile that supports each medical provider position with an appropriate ratio of support staff and centralized services through the conversion of vacant positions and realignment of existing staff. This model can be implemented in ICHC by taking advantage of currently vacant positions, staff retirements, and attrition to maintain high quality of care and allow for improved utilization and customer service.

The proposed reorganization has been evaluated by Human Resources and they have concurred with the recommendations. The proposed reorganization is contingent upon the Board of Commissioners’ (BOC) authorization of the Grievance Settlement Agreement with the Michigan Nurses Association (MNA) and the Letter of Understanding with the United Automobile and Agricultural Implement Workers of America (UAW) regarding the change in the Medical Assistants job description to include medication administration. Authorization for this agreement and letter of understanding has already been sent to the BOC for approval. This reorganization will allow ICHD to use available resources to provide needed medical, dental, and behavioral health care to the maximum number of patients in the highest quality manner within a financial framework that supports long-term sustainability.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
ICHD will achieve an immediate cost savings of $33,483 by implementing this reorganization. However, the staffing efficiencies gained through the proposed reorganization will result in more significant savings long term and increased access to care for more underserved county residents. Overall, the proposal will result in added revenue, reduction in historical budget deficits, and improved long-term financial sustainability. The proposed changes are also expected to reduce the overall cost per patient for our existing medical scope of services.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to authorize the proposed reorganization of ICHC operations within ICHD.
TO: Russ Kolski, Deputy Health Officer  
FROM: Joan Clous, Human Resources Specialist  
DATE: 4/28/17  
RE: Support for Reorganization

Per your request, Human Resources has reviewed the changes to the following position descriptions as part of the reorganization of the Health Department:

Medical Assistant 1 which is appropriately placed within the UAW bargaining unit and compensated at the UAW salary range of D ($32,080.14 - $38,190.64). The UAW has been notified of the changes and they are in support of the changes to the job description and salary placement.

EHR Nurse/Trainer was evaluated and will be changed to Clinical Educator and will be appropriately placed within the MNA bargaining unit and compensated at the MNA salary range of 3 ($56,864.05 - $68,264.25). The MNA has been notified of the changes and they are in support of the changes to the job description and salary placement.

Please use this memo as acknowledgement of Human Resources’ participation and analysis of your proposed reorganization. You are now ready to complete the final step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me 887-4374.
Memorandum

To: Joan Clous, Ingham County Health Resource Specialist and
    Russ Kolski, Deputy Health Officer, Community Health Centers Executive Director
From: Kathy Kacynski MS, RN President Ingham County Health Department Michigan Nurses’ Association (MNA) Bargaining Unit President
Subject: Clinical Educator Job Description and Lateral Job Transfer into newly created Clinical Educator Job Description
Date: 04/28/2017

In my capacity as MNA bargaining unit president I have reviewed the attached Clinical Educator job description and support it going forward as written. It is understood by the MNA Bargaining Unit that this is a modification of a current job description, Electronic Health Records Nurse/Trainer and not a new position. Thank you for your attention in this matter.
From: Clous, Joan
Sent: Friday, April 28, 2017 9:14 AM
To: Scott, Anne
Cc: Koldt, Russell
Subject: FW: New Medical Assistant 1 JD

This is the email from the UAW with their endorsement of the changes to the job description for the MAs. Please include this with your packet to the Board for your Re-org.

Joan

From: Auer, Sally
Sent: Tuesday, April 18, 2017 3:20 PM
To: Clous, Joan
Subject: RE: New Medical Assistant 1 JD

The UAW is in agreement with the attached job description changes. Please note this job description applies to all new hires and those medical assistants that complete the HR training per the LOU regarding the administration of medications. All current medical assistants will stay in the old job description until such time.

Sally Auer
Chairperson Ingham County Unit
UAW Local 2256
(517) 483-6209 – Office
(517) 574-6048 – Cellular

From: Clous, Joan
Sent: Tuesday, April 18, 2017 12:02 PM
To: Auer, Sally
Subject: New Medical Assistant 1 JD

Sally,

Attached please find the medical assistant 1 JD that was discussed and will be part of the LOU. Please review and let me know if the UAW is in agreement with this job description.

Thanks

Joan Clous
Human Resources Specialist
517-887-4374 – Office
517-887-4396 – Fax

“Never have a battle of wits with an unarmed person.”
INGHAM COUNTY
JOB DESCRIPTION
Clinical Educator

General Summary:
Under the supervision of the Clinical Services Manager, provides and/or coordinates staff development and education for all non-provider clinical staff in the Ingham Community Health Centers. Fosters standardization and excellent customer service through initial staff clinical orientation, ongoing staff education and annual staff competency assessment. Acts as a model of professional behavior and collaborates with supervisory and quality department staff to integrate the Patient Centered Medical care into all support staff activities.

Essential Functions:
1. Coordinate all aspects of clinical education for all non-provider clinical support staff. Assess patient care given by non-provider clinical staff and develop staff education/development plans based on assessment.

2. Coordinate and provide new employee clinical orientation and in-service education, which includes participating in the development, review and editing of orientation content, as well as training related to standardized clinical and Patient Centered Medical Home (PCMH) workflow.

3. Document non-provider clinical staff orientation as needed for new assignments, transfers or refreshers. Record skills assessed and trained using a standardized tool documenting competency, as well as any other training needs identified. Communicate identified training challenges and needs to the appropriate Ingham Community Health Center Supervisor as needed.

4. Participate in the ongoing development and maintenance of a preceptor program at health centers for non-provider clinical staff.

5. Coordinate annual non-provider clinical staff assessment, training and documentation to ensure competency and training compliance for regulatory or accreditation purposes.

6. Create and maintain evidence-bases education materials as needed for new employee clinical orientation and clinical training.

7. Maintain clinical competency in order to provide up-to-date and relevant clinical education.

8. Complete all trainings mandated by the county for this position, including but not limited to, use of NextGen and designated HealthStream courses.

Other Functions:
- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)
Employment Qualifications:

**Education:** A Bachelor’s Degree in Nursing and 2 years of clinical experience. OR
An Associate’s Degree in Nursing and 3 years of clinical experience.

**Experience:** Six months experience using an electronic health record system is also preferred.

**Other Requirements:** Must possess a current license to practice as a Registered Nurse in the State of Michigan.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

**Working Conditions:**
1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is required to travel between health centers for trainings and meetings.

**Physical Requirements**
1. This position requires the ability to sit, stand, traverse, lift, carry, push, pull, reach, grasp, handle, pinch, type and, endure repetitive movements of the wrists, hands or fingers.
2. This position’s physical requirements require continuous stamina in sitting, typing and enduring repetitive movements of the wrists, hands or fingers. This position’s physical requirements require regular stamina in traversing, grasping and handling. This position’s physical requirements require little to no stamina in standing, lifting, carrying, pushing, pulling, reaching and pinching.
3. This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
4. This position primarily requires close visual acuity to perform tasks within arm’s reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
5. This position requires the ability to communicate and respond to inquiries both in person and over the phone.
6. This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
7. This position requires the ability to handle varying and often high levels of stress.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

April 27, 2017
MNA 3
INGHAM COUNTY
JOB DESCRIPTION
MEDICAL ASSISTANT I

General Summary: Under the supervision of a Health Center Supervisor, assists health care providers with examinations and procedures to ensure an expeditious flow of patients through the clinic. Upon direction of the provider conducts various tests to identify health problems in patients. May determine eligibility for center services. Tasks include conducting initial interviews, preparing patients for examinations, administering medications, injections and standardized tests, and recording results.

Essential Functions:
9. Receives patients and their families at a health center or screening site. Coordinates initial interview, gathers background information, and assists in the completion of various forms and applications. Answers routine questions regarding operations and related services.
10. Prepares patients for examination by escorting them to examination rooms, documenting complaints and symptoms. Taking vital signs including temperature, blood pressure, pulse and pulse oximetry. Measures height, weight and pediatric head circumference. Records vital statistics and relevant visit information in patient electronic health record (EHR).
11. Arranges for specialized testing, medical procedures and specialist referrals. Completes necessary paperwork and EHR documentation, contacts specialist’s offices, hospitals, labs or other facilities to make appointments as needed. Contacts patients or caregivers to inform them of appointments. Completes paperwork, notifies patients or caregivers and assists in tracking of referrals to ensure necessary care is completed. Forwards to proper personnel to complete referral authorizations as needed.
12. Administers standardized tests or performs procedures ordered by providers such as developmental screening, EKGs, peak flow meter testing, ear irrigations and vision/hearing tests.
13. Assist health care professionals conducting medical examinations as required.
14. Collects specimens such as blood, urine and throat swabs per provider and/or standing order upon proof of competency. Collects or receives samples and conducts CLIA Waived tests per Ingham Community Health Center (ICHC) quality assurance training and documents within EHR. May prepare specimens to be sent to outside laboratories.
15. Administers medications and injections safely following established standards, policies and procedures.
16. Documents all care and communication within the EHR per training and established procedure.
17. Provides care following established procedure under the Patient-Centered Medical Home model of care.
18. Prepares assigned clinic area for daily activities to meet provider and patient needs according to established protocols and established checklists. Order materials, supplies, medications, vaccines, test kits and other items needed.
19. Assists other support staff as necessary and performs a variety of clerical, record keeping and account keeping assignments.
20. Provides all care and communication according to the Health Department Core Values.
21. Attends staff meetings and trainings as assigned.

Other Functions:
- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)
**Employment Qualifications:**

**Education:** Possession of a high school diploma or equivalent. Graduation from a recognized Medical Assistant program and certification as a Medical Assistant such that they meet the federal guidance for Meaningful Use compliance. Current CPR training must be maintained during employment.

**Experience:** Prefer six months experience in a clinic setting.

**Other Requirements:**

- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)*

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position operates non-powered hand tools such as medical equipment, etc.
3. This position is exposed to communicable diseases, blood, other body fluids, etc.
4. This position is exposed to individuals in crisis. These individuals may suffer from mental or emotional illness, have violent tendencies or be unconcerned with their personal safety and hygiene.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position’s physical requirements require little to no stamina in traversing, climbing, balancing, squatting, kneeling and crawling.
- This position’s physical requirements require periodic stamina in sitting, twisting, bending, stooping/crouching, lifting, pushing and pulling
- This position’s physical requirements require continuous stamina in standing, walking, carrying, reaching, grasping, handling, pinching, typing, enduring repetitive movements of the wrists, hands or fingers
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm’s reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.

*(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)*

*Union UAW*
*Pay Grade D*
*Updated 4/17/17*
RESOLUTION TO AUTHORIZE THE REORGANIZATION OF THE INGHAM COUNTY HEALTH DEPARTMENT COMMUNITY HEALTH CENTERS

WHEREAS, the Ingham Community Health Centers (ICHC) have been operating under a model that has a higher cost per patient than other Federally Qualified Health Centers or local primary care practices; and

WHEREAS, Ingham County Health Department (ICHD) seeks a reorganization to achieve a more efficient staffing profile that supports each medical provider position with an appropriate ratio of support staff and centralized services through the conversion of vacant positions and realignment of existing staff; and

WHEREAS, this reorganization will allow ICHD to use available resources to provide needed medical, dental, and behavioral health care to the maximum number of patients in the highest quality manner within a financial framework that supports long-term sustainability; and

WHEREAS, ICHD will achieve an annual cost savings of $33,483 by implementing this reorganization and also expects to reduce the overall cost per patient for their existing scope of services; and

WHEREAS, the proposed reorganization has been evaluated by Human Resources which has concurred with the recommendations and the affected bargaining groups have been notified and provided documentation; and

WHEREAS, the proposed reorganization is contingent upon the Board of Commissioners’ authorization of the Grievance Settlement Agreement with the Michigan Nurses Association (MNA) and the Letter of Understanding with the United Automobile and Agricultural Implement Workers of America (UAW) regarding the change in the Medical Assistants job description to include medication administration; and

WHEREAS, the staffing efficiencies gained through the proposed reorganization will result in improved care delivery to more underserved county residents which will result in added revenue, reduction in historical budget deficits, and improved long-term financial sustainability; and

WHEREAS, the proposed changes are also expected to reduce the overall cost per patient for our existing medical scope of services and will allow ICHD to achieve an immediate cost savings of $33,483; and

WHEREAS, the Health Officer recommends that the Board of Commissioners accept the proposed ICHC reorganization and authorize the resulting position conversions and establishment of positions.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the following position conversion:

<table>
<thead>
<tr>
<th>Position #</th>
<th>Current Title</th>
<th>New Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>601442</td>
<td>EHR Nurse Trainer</td>
<td>Nurse Clinical Educator</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the conversion of existing vacant positions to new Medical Assistant I positions:

<table>
<thead>
<tr>
<th>Position #</th>
<th>Current Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>New Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>601269</td>
<td>Health Center Nurse, 1.0 FTE MNA 1, $59,883 ($94,899 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($25,256)</td>
</tr>
<tr>
<td>601430</td>
<td>Health Center Nurse, 1.0 FTE MNA 1, $59,883 ($94,899 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($25,256)</td>
</tr>
<tr>
<td>601196</td>
<td>Health Center Nurse, 1.0 FTE MNA 1, $59,883 ($94,899 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($25,256)</td>
</tr>
<tr>
<td>601234</td>
<td>Nurse Assessor, 1.0 FTE MNA 2, $62,582 ($97,498 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($27,855)</td>
</tr>
<tr>
<td>601451</td>
<td>Nurse Case Manager, 0.5 FTE ICEA PHN 3, $33,791 ($52,370 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>$17,273</td>
</tr>
<tr>
<td>601466</td>
<td>PCMH Coordinator, 1.0 FTE MNA 3, $61,715 ($86,419 w/benefits)</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>($16,776)</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that Board of Commissioners authorizes the following position be established from the cost savings gained through the above mentioned position conversions:

<table>
<thead>
<tr>
<th>Position #</th>
<th>Current Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>New Title, Union, Pay Grade, &amp; Max Salary (w/Benefits)</th>
<th>Cost Savings</th>
</tr>
</thead>
<tbody>
<tr>
<td>New</td>
<td>N/A</td>
<td>Medical Assistant I, 1.0 FTE UAW D, $38,191 ($69,643 w/benefits)</td>
<td>$69,643</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the authorization of the reorganization is contingent upon the Board of Commissioners’ authorization of the Grievance Settlement Agreement with the Michigan Nurses Association (MNA) and the Letter of Understanding with the United Automobile and Agricultural Implement Workers of America (UAW) regarding the change in the job description of Medical Assistants to include medication administration.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the budget and position allocation list in accordance with this resolution.
TO: Board of Commissioners Human Services, County Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: May 24, 2017
SUBJECT: Medical Care Facility Resolutions
For the meeting agenda of June 5, 2017, June 6, 2017 and June 7, 2017

BACKGROUND
The two attached resolutions both pertain to the expansion and renovation of the Ingham County Medical Care Facility.

The first resolution amends resolution #15-79 to authorize the renovation and expansion. This resolution is necessary because of a change in the scope of the project, as well as the project cost and amount to be bonded through Ingham County. The attached memorandum from Medical Care Facility Director Mark Stevens provides greater detail.

The second resolution declares the County’s official intent to issue bonds in the aggregate principal amount not to exceed $10,000,000 to finance the costs of the project. The County will be reimbursed by the Medical Care Facility for all costs associated with the bonds.

ALTERNATIVES
The alternative would be to do nothing, and leave the Medical Care Facility as it is. However, this would significantly impact the Facility’s ability to meet the needs of the senior population, and evolve with the ongoing changes in health care.

FINANCIAL IMPACT
The amended expansion and renovation plans of the Medical Care Facility will be implemented at a cost not to exceed $22,000,000. The plans will be financed by utilizing $12,000,000 of the Facility’s cash reserves and a $10,000,000 bond secured through Ingham County.

OTHER CONSIDERATIONS
None.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolutions.
May 16, 2017
Re: Ingham County Medical Care Facility

Dear Ms. Anthony,

The Medical Care Facility and the Ingham County Department of Health and Human Services Board is requesting that the Ingham County Board of Commissioners authorize an amendment to its March 10, 2015 resolution authorizing the Medical Care Facility’s expansion and renovation plans. The estimates of the costs for the Medical Care Facility’s initial plans proved to be significantly understated resulting in the necessity of the Medical Care Facility reevaluating its plans.

The Medical Care Facility’s current expansion and renovation plans consist of two (2) phases:

1. Phase I. The addition of a 61,607 square foot, 48 bed rehabilitation center consisting of: (1) private rooms and private bathrooms; (2) enhanced bariatric services; (3) a therapy gym; (4) an outpatient therapy clinic; (5) a therapeutic activities area; (6) fine dining/restaurant style services; (7) beauty shop/spa; (8) additional office space; (9) storage space; (10) a community meeting room; and (11) an additional driveway and parking lot.
2. Phase II. The renovation of the entire long-term care portion of the Facility to better meet the senior populations’ growing expectations for person-centered care, resulting in an additional sixteen (16) private rooms and private bathrooms.

The Medical Care Facility’s plans will result in establishing an additional sixty-four (64) private rooms and private bathrooms, taking the Medical Care Facility from forty-eight (48) private rooms and private bathrooms to one-hundred twelve (112).

The Medical Care Facility’s addition and renovation plans will cost $22,000,000. The project would be funded by utilizing $12,000,000 of the Medical Care Facility’s cash reserves and a $10,000,000 bond secured through Ingham County. The costs of the Medical Care Facility’s current plans are based on actual bids, not estimates.

I am available to meet with Ingham County’s Board of Commissioners to answer any questions or to further discuss the Medical Care Facility’s plans. Thank you for your consideration to authorize an amendment to the March 10, 2015 resolution.

Sincerely,

Mark H. Stevens
Administrator
INTRODUCED BY THE HUMAN SERVICES, COUNTY SERVICES, AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION # 15 – 79 AUTHORIZING EXPANSION AND RENOVATION OF THE INGHAM COUNTY MEDICAL CARE FACILITY

WHEREAS, the Ingham County Department of Health and Human Services Board is requesting that the Ingham County Board of Commissioners authorize an amendment to its March 10, 2015 resolution authorizing the Medical Care Facility’s expansion and renovation plans; and

WHEREAS, the Ingham County Department of Health and Human Services Board believes that the expansion and renovation will assist the Facility in meeting the expanding and competitive needs of a growing, diverse senior population; and

WHEREAS, the Ingham County Department of Health and Human Services Board believes that the expansion and renovation will assist the Facility in meeting the expectations and ongoing changes contained within Healthcare Reform; and

WHEREAS, the Ingham County Department of Health and Human Services Board believes that the expansion and renovation will assist the Facility with the growing physical plant needs associated with the Facility’s 39 year old building; and

WHEREAS, the Facility’s plans will assist the Facility to continually operate in a financially self-sufficient manner without the need for Ingham County General Fund support; and

WHEREAS, the Facility has a two (2) phase expansion and renovation plan:

3. Phase I. The addition of a 61,607 square foot, 48 bed rehabilitation center consisting of: (1) private rooms and private bathrooms; (2) enhanced bariatric services; (3) a therapy gym; (4) an outpatient therapy clinic; (5) a therapeutic activities area; (6) fine dining/restaurant style services; (7) beauty shop/spa; (8) additional office space; (9) storage space; (10) a community meeting room; and (11) an additional driveway and parking lot.

4. Phase II. The renovation of the long-term care portion of the Facility to better meet the senior populations’ growing expectations for person-centered care; and

WHEREAS, the Facility’s plans advance both the Ingham County Board of Commissioners and the Ingham County Department of Health and Human Services Board’s identified policy areas:

1. Promoting accessible health care.
2. Maintaining and expanding access to health care for Ingham County residents.
3. Assisting in meeting basic needs.
4. Providing the very best health care services to the residents of Ingham County.
5. Directing resources towards maintenance of and reinvestment in existing assets.
6. Improving lives.
7. Fostering economic well-being.
8. Expanding essential programs and services.
9. Pursuing focused clinical growth to enhance access to care, and meet evolving health needs.
10. Improving financial health to support success.
11. Providing superior quality personalized care.
12. Providing environments that are welcoming, warm, safe, secure and alive with natural beauty.
13. Providing access to cost effective care while promoting innovations in the continuity of care.
14. Providing value to residents, patients, staff, and the community.
15. Meeting the area’s senior market’s growing demand for personalized service.
16. Utilizing space in a financially beneficial manner; and

WHEREAS, the Facility’s operational costs associated with the Facility’s plans will be funded through a combination of Medicaid, Medicare, third party payers and private payers; and

WHEREAS, the cost of the project will be paid for by utilizing $12,000,000 of the Facility’s cash reserves which has a balance as of March 31, 2017 of $15,140,000 and a $10,000,000 bond secured through Ingham County.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the Ingham County Department of Health and Human Services Board to implement the amended expansion and renovation plans of the Medical Care Facility at a cost not to exceed $22,000,000.

BE IT FURTHER RESOLVED, the Facility’s expansion and renovation be financed by utilizing $12,000,000 of the Facility’s cash reserves and a $10,000,000 bond secured through Ingham County.

BE IT FURTHER RESOLVED, that the project will be conducted in accordance with Ingham County policies regarding the payment of Prevailing Wages and adherence to Equal Opportunity/Non-Discrimination Policies.
At a regular meeting of the Board of Commissioners of the County of Ingham, Michigan, held on the ___ of ____, 2017.

PRESENT: 

__________________________________________

__________________________________________

ABSENT: 

__________________________________________

The following resolution was offered by ___________________ and seconded by ___________________: 

WHEREAS, the County of Ingham (the “County”) proposes to issue its tax-exempt bonds (the “Bonds”) to finance all or part of the cost of acquiring, constructing and equipping an approximately 61,600 square foot addition to the existing Ingham County Medical Care Facility located at 3860 Dobie Road, Okemos, Michigan 48864, to be located on the southeast corner of the medical care facility’s 110 acre campus, and the renovation and equipping of the existing medical care facility (together, the “Project”); the Project will provide for the transfer of 48 rehabilitation beds, the addition of 64 private rooms, and the renovation of the entire long-term care portion of the Facility, for use by the Ingham County Medical Care Facility to provide long term care, rehabilitation services and memory care and related services; and

WHEREAS, it is not anticipated that the County, through the Ingham County Medical Care Facility, will need to advance a portion of the costs of the Project prior to the issuance of the Bonds, but if such advance were to be required, it will be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the “Reimbursement Regulations”) specifies conditions under which a reimbursement allocation may
be treated as an expenditure of bond proceeds, and the County intends by this resolution to qualify amounts advanced by the County to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

BE IT RESOLVED by the Board of Commissioners of the County, as follows:

1. The County hereby declares its official intent to issue its bonds in one or more series in the aggregate principal amount of not to exceed $10,000,000 to finance the costs of the Project. The County hereby declares that it reasonably expects to seek reimbursement for its advances to the Project as anticipated by this resolution. The bonds shall be authorized by proper proceedings subsequent to this resolution.

2. The County Clerk is hereby instructed to publish the notice attached hereto once in a newspaper of general circulation in the County, which notice shall not be less than ¼ page in size in such newspaper, with such changes as the County Clerk shall deem necessary or appropriate, upon the advice of bond counsel.

3. All prior resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS: ________________________________

NAYS: ________________________________

-2-
STATE OF MICHIGAN  
COUNTY OF INGHAM  

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Board of Commissioners of the County of Ingham, Michigan, held on the ___ day of ______, 2017, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ___ day of ______, 2017.

______________________________
Clerk, County of Ingham
NOTICE OF INTENT TO ISSUE BONDS
BY THE COUNTY OF INGHAM, MICHIGAN
AND THE RIGHT OF REFERENDUM THEREON

NOTICE IS HEREBY GIVEN that the County of Ingham, Michigan, intends to issue its bonds in the principal amount of not to exceed $10,000,000 in one or more series for the purpose of defraying costs of acquiring, constructing and equipping an approximately 61,600 square foot addition to the existing Ingham County Medical Care Facility located at 3860 Dobie Road, Okemos, Michigan 48864, to be located on the southeast corner of the medical care facility’s 110 acre campus, and the renovation and equipping of the existing medical care facility (together, the “Project”); the Project will provide for the transfer of 48 rehabilitation beds, the addition of 64 private rooms, and the renovation of the entire long-term care portion of the Facility, for use by the Ingham County Medical Care Facility to provide long term care, rehabilitation services and memory care and related services; and

The bonds will mature within the maximum term permitted by law and will bear interest at a rate or rates to be determined at a competitive or negotiated sale but in no event to exceed such rates as may be permitted by law.

SOURCE OF PAYMENT

The bonds will be issued under and pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, and will be payable in the first instance from revenues generated from services provided by the Ingham County Medical Care Facility (the “MCF Revenues”). In addition, the full faith and credit of the County of Ingham will be pledged to pay the principal of and interest on the bonds as the same shall become due. The County of Ingham will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due to the extent that the MCF Revenues are not sufficient for such purpose; provided, however, that the amount of taxes necessary to pay the principal and interest on the bonds, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the Board of Commissioners of the County of County, to and for the benefit of the electors of the County of County in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question,
signed by not less than 10% or 15,000 of the registered electors residing within the County of Ingham, whichever is the lesser, shall have been filed with the undersigned County Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the County of Ingham qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance and purpose of said bonds and the subject matter of this notice may be secured at the office of the County Clerk of the County of Ingham, 341 S. Jefferson, P.O. Box 179, Mason, Michigan 48854.

This notice is given pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended.

Barb Byrum, Clerk
County of Ingham

LANSING 9425-7 522324v2
TO: Board of Commissioners County Services Committee
FROM: Travis Parsons, Human Resources Director
DATE: May 22, 2017
SUBJECT: Settlement of Claims, Litigation and Separation Agreements Policy
County Services June 6th Agenda

BACKGROUND
In October and November 2016, there were Committee discussions regarding settlement offers under workers
compensation and in a case of outstanding litigation. Those circumstances coupled with the on-going discussion
regarding the use of separation agreements (resignations by agreement and waiver of claims) that included
severance led to discussing the need for clearer procedures and the development of a process to deal with these
situations. This Policy sets forth the responsibility and authority for settlement in these cases.

The Policy provides the level of authority necessary (Controller, County Services Committee, Board of
Commissioners) based on the amount of consideration to be paid.

ALTERNATIVES
No prior County-wide policy and procedure existed and this contributed to the confusion regarding appropriate
steps to seek settlement at various levels.

FINANCIAL IMPACT
The policy and procedure applies consistent practices for review, authorization and ultimately keeps the Board
more informed and assures better accountability for settlement amounts.

OTHER CONSIDERATIONS
The Policy and Procedures for reporting assures the Board of Commissioners that the practices are consistent
and they are fully informed of settlements.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution approving the
policy for Settlement of Claims, Litigation and Separation Agreements.
INTRODUCED BY THE COUNTY SERVICES COMMITTEE OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT A POLICY FOR SETTLEMENT OF CLAIMS, LITIGATION, AND SEPARATION AGREEMENTS

WHEREAS, Ingham County Board of Commissioners identified the need to establish a policy for settlement of claims, litigation and separation agreements; and

WHEREAS, the need for the policy, outlining the authority for settlement and responsibility for reporting, was discussed in conjunction with settlement offers in 2016; and

WHEREAS, the policy would establish respective authority of the full Board of Commissioners, the County Services Committee and the Controller; and

WHEREAS, the policy would establish the requirements for approval and reporting of settlements and separation agreements; and

WHEREAS, the policy and procedure has been reviewed by the County Attorney.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached policy for Settlement of Claims, Litigation and Separation Agreements.
A. PURPOSE AND APPLICABILITY

The Board of Commissioners (BOC) Policy on the settlement of claims, litigation and separation agreements establishing the respective authority of the full Board, the County Services Committee and the Controller along with the requirements for approval and reporting of settlements and separation agreements. *This policy shall not apply where severance pay is considered or approved pursuant to the terms of the County’s Managerial and Confidential Employee Personnel Manual (Section K, Severance Pay, subsection 3) or other BOC authorized employment or labor agreement authorizing severance.

B. DEFINITIONS

Consideration shall refer to a monetary commitment on the part of the County, whether in the form of a lump sum cash payment, or compensation for services for a specified term, or individually-negotiated payments for benefits (e.g., COBRA); it excludes payments for salary and benefits previously earned and accrued by the employee (e.g., earned leave) or continued employment on the same terms as existed prior to the agreement.

C. AUTHORITY AND RESPONSIBILITY

The Controller shall have authority as follows:

i. To settle claims, litigation or enter into separation agreements when the consideration paid by the County has a value of $10,000.00 or less;

ii. To reimburse an individual or business where the County caused property damage and the out of pocket cost to the claimant to repair or replace the property has a value of $25,000.00 or less;

iii. To settle citizen (non-employee) liability claims or litigation where the County’s insurance carrier authorizes settlement; and

iv. Upon the recommendation of legal counsel for the County and the County’s workers’ compensation third party administrator, the Controller may authorize workers’ compensation redemptions within the limits of the funds allocated by the BOC.
The County Services Committee shall have authority as follows:

Settlement of litigation, claims or entering into separation agreements when the consideration paid by the County exceeds $10,000.00 but is less than $50,000.00 shall require the approval of a majority of a quorum of the County Services Committee.

The County Board of Commissioners shall have authority as follows:

Settlement of litigation, claims or entering into separation agreements when the consideration paid by the County exceeds $50,000.00 shall require the approval by a majority of the Commissioners elected and serving on the County Board of Commissioners.

D. PROCEDURE

1. Settlements and separation agreement proposals which require approval by the full Board shall require the recommendation of at least one of the following: the Controller, the applicable Department Director, the applicable Elected Official or legal counsel for the County.

2. The waiver and release provisions of all settlements of claims, litigation and separation agreements, regardless of the amount of consideration, shall be in a form approved by legal counsel for the County;

3. The Controller shall provide each member of the Board of Commissioners a written quarterly report of the settlements of claims and litigation, and all separation agreements (e.g. department/type/amount) authorized under this Policy during the fiscal year.
Resolutions

RESOLUTION RECOGNIZING AUDREY GERBER AS THE FIRST PLACE WINNER OF THE 2017 INGHAM COUNTY WOMEN’S COMMISSION DORIS CARLICE ESSAY CONTEST

WHEREAS, the Ingham County Women’s Commission sponsored the 2017 Doris Carlise Essay Contest open to students in grades 9 through 12; and

WHEREAS, the official topic for the contest was “WHAT BARRIERS, IF ANY, EXIST FOR WOMEN AND DIVERSE INDIVIDUALS;” and

WHEREAS, it is important for young people to have a voice in our community regarding issues they face and things they are experiencing, just as critical it is important for us as leaders within our community to acknowledge their voices and concerns; and

WHEREAS, Audrey Gerber has demonstrated this topic in her Essay “The Unseen Barriers,” regarding struggling against gender based barriers to education and opportunity experienced by women and the difficulty in dealing different societal norms for women and for men.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners joins the Ingham County Women’s Commission in honoring Audrey Gerber for her essay, “The Unseen Barriers.”

BE IT FURTHER RESOLVED, that the Board wishes Audrey continued success in all of her future endeavors.
RESOLUTION RECOGNIZING RACHEL SCOTT AS THE SECOND PLACE WINNER OF THE 2017 INGHAM COUNTY WOMEN’S COMMISSION DORIS CARLICE ESSAY CONTEST

WHEREAS, the Ingham County Women’s Commission sponsored the 2017 Doris Carlce Essay Contest open to students in grades 9 through 12; and

WHEREAS, the official topic for the contest was “WHAT BARRIERS, IF ANY, EXIST FOR WOMEN AND DIVERSE INDIVIDUALS;” and

WHEREAS, it is important for young people to have a voice in our community regarding issues they face and things they are experiencing, just as critical it is important for us as leaders within our community to acknowledge their voices and concerns; and

WHEREAS, Rachel has demonstrated this topic in her Essay regarding her personal experience with the objectification of women and the implications of that behavior, with her insight into personal empowerment, and her vision that to break down barriers, all people must believe that everyone is equal and treat each individual as equal.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners joins the Ingham County Women’s Commission in honoring Rachel Scott for her essay.

BE IT FURTHER RESOLVED, that the Board wishes Rachel continued success in all of her future endeavors.
Resolutions

Agenda Item 10c

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION RECOGNIZING BRITTANY PIERCE AS THE THIRD PLACE WINNER OF THE 2017 INGHAM COUNTY WOMEN’S COMMISSION DORIS CARLICE ESSAY CONTEST

WHEREAS, the Ingham County Women’s Commission sponsored the 2017 Doris Carlice Essay Contest open to students in grades 9 through 12; and

WHEREAS, the official topic for the contest was “WHAT BARRIERS, IF ANY, EXIST FOR WOMEN AND DIVERSE INDIVIDUALS;” and

WHEREAS, it is important for young people to have a voice in our community regarding issues they face and things they are experiencing, just as critical it is important for us as leaders within our community to acknowledge their voices and concerns; and

WHEREAS, Brittany has demonstrated this topic in her Essay “The Lingering Gender Barriers” regarding the wage barriers between women and men which correlates to higher numbers of women in poverty and the inequities within school athletic programs experienced by young women.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners joins the Ingham County Women’s Commission in honoring Brittany Pierce for her essay, “The Lingering Gender Barriers.”

BE IT FURTHER RESOLVED, that the Board wishes Brittany continued success in all of her future endeavors.