THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, AUGUST 17, 2016 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Approval of the July 20, 2016 Minutes
Additions to the Agenda
Limited Public Comment

1. Sheriff’s Office - Resolution to Purchase Onbase Workflow Program with Imagesoft for the Sheriff’s Office to Submit Paperless Warrant Requests to the Ingham County Prosecutor’s Office

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

3. Financial Services
   a. Resolution to Authorize Plante Moran to Conduct an Audit of Ingham County for 2016 and 2017
   b. Resolution to Authorize Plante Moran to Conduct an Audit of Ingham County Housing Commission for Year Ended September 30, 2016

4. CCAB - Resolution Authorizing Entering into a Contract with the City of Lansing for an Allocation of Funds to Ingham County/City of Lansing Community Corrections for the City 2016-2017 Fiscal Year

5. Circuit Court - Resolution Authorizing a Project Change Request for the Statement of Work Entered into with ImageSoft Corporation Pursuant to Resolution 16-276

6. Circuit Court/Family Division - Resolution to Authorize Acceptance of United Dairy Industry Grant Award

7. Human Resources
   a. Resolution Approving the Letter of Understanding with Capitol City Labor Program, Inc. - 911 Non-Supervisory Unit Regarding Vacation Maximum Accumulation
   b. Resolution Certifying Representatives for the MERS Annual Conference
8. **Prosecuting Attorney’s Office**
   a. Resolution Authorizing Statements of Work with Imagesoft to Purchase Replacement Scanners
   b. Resolution Authorizing Statements of Work with Imagesoft to Correct Juvenile Foldering

9. **Special Transportation Millage** - Resolution Authorizing the First Amendment to the Agreement with the Capital Area Transportation Authority Dated January 1, 2016 through December 31, 2020

10. **Department of Health and Human Services** - Resolution Amending Resolution #16-338 to Authorize an Additional Supplemental Appropriation to the Department of Health and Human Services 2016 Child Care Fund Budget

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

12. **Health Department**
   a. Resolution to Authorize an Agreement with Capital Area Community Services to Serve Early Head Start Children through the Family Outreach Services Program
   b. Resolution to Authorize Amendment #5 to the 2015-2016 Comprehensive Agreement with the Michigan Department of Health and Human Services
   c. Resolution to Accept Funding from Michigan Association of United Ways and to Act as the Fiduciary/Payee for the Genesee Children’s Healthcare Access Program
   d. Resolution to Authorize an Agreement with Graphic Sciences, Inc. for the Transport, Storage and Retrieval of Health Department Files
   e. Resolution to Authorize an Agreement with NextGen Healthcare to Process Patient Statements
   f. Resolution to Authorize a Subcontract with Packard Health System to Provide WISEWOMAN/WISE Choices Programming

13. **Innovation and Technologies Department**
   a. Resolution to Approve the Renewal of the MUNIS Software Annual Support Agreement from Tyler Technologies
   b. Resolution to Approve Purchase of Training from Lynda.com

14. **Road Department**
   a. Resolution Authorizing the Extension of Contract with Avery Oil and Propane for the 2016/2017 Supply of Propane Used for Heating at the Eastern District of the Ingham County Road Department
   b. Resolution to Approve Local Road Agreement with Wheatfield Township for the Ingham County Road Department
   c. Resolution Authorizing the Purchase of Two New Wheel Loaders for the Ingham County Road Department

15. **Potter Park Zoo** - Resolution Recommending Central Nebraska Packing Inc. Become a Sole Source Vendor to Supply Meat for Potter Park Zoo’s Animal Diets
16. Controller/Administrator’s Office - Update on Ingham County Strategic Plan (Material to be Distributed at the Meeting)

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.
FINANCE COMMITTEE
July 20, 2016
Draft Minutes

Members Present: Anthony, Bahar-Cook, Case-Naeyaert, Crenshaw, McGrain, Schafer, and Tennis

Members Absent: None

Others Present: Treasurer Eric Schertzing, Allan Spyke, Tim Dolehanty, Jill Rhode, Deb Fett, Desiree Kirkland, Paul Pratt, Carla Clos, Teri Morton, Carol Keyhoe, Bill Brickey, Tim St. Andrew, Roger Swets, Robin Stites, Stormee Gallagher, and others

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

Approval of the June 22, 2016 Minutes

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. CRENSHAW, TO APPROVE THE MINUTES OF THE JUNE 22, 2016 FINANCE COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY.

Additions to Agenda

14. Controller/Administrator’s Office
   d. Resolution to Authorize a Temporary Assignment to the Interim Chief Deputy Register of Deeds and the Execution of the Letter of Understanding

Substitutions to Agenda –

7. Department of Health and Human Services - Resolution Authorizing a Supplemental Appropriation to the Department of Health and Human Services 2016 Child Care Fund Budget

14. Controller/Administrator’s Office
   b. Resolution to Adopt the 2017 Juvenile Justice Community Agency Process Calendar

Removed from Agenda –

9. Innovation & Technology Department
   b. Resolution to Approve Purchase of Training from Lynda.com
10. **Potter Park Zoo** - Resolution Recommending Central Nebraska Packing, Inc. Become a Sole Source Vendor to Supply Meat for Potter Park Zoo’s Animal Diets

13. **Road Department**
   
d. Resolution Authorizing the Purchase of Two New Wheel Loaders for the Ingham County Road Department

**Limited Public Comment**

None.

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

1. **Financial Services**
   
b. Resolution to Change the Plan Administrator and Plan Name of the Former Road Commission’s Nationwide Post Employment Health Plan to Ingham County

2. **Sheriff’s Office**
   
a. Resolution to Authorize the Ingham County Sheriff’s Office to Accept (10) .38 Caliber Revolver Firearms Donated from Securitas Security Company

4. **Animal Control** - Resolution to Accept the ASPCA Adoption Ambassador Program Grant

5. **Circuit Court/Family Division**
   
a. Resolution to Authorize Funds for Two Replacement Vehicles for the Ingham County Family Center
   
b. Resolution to Authorize Funds for Renovation of Office Space at the Ingham County Family Center

6. **Facilities Department**
   
a. Resolution Authorizing a Contract with Teachout Security for Uniformed Unarmed Guard Services in Various County Buildings
   
b. Resolution Authorizing Two Purchase Orders for the 20 Ton RTU #10 Replacement at Forest Community Health Center
   
c. Resolution Authorizing Amending the Costs on Resolution #16-251 for a One Year Contract Extension with PM Technologies to Provide Generator Services for Various Backup Generators Throughout the County
   
d. Resolution Authorizing a Contract with Myers Plumbing & Heating, Inc. to Replace the Two Youth Center Boilers
8. **Health Department** - Resolution to Authorize a 2016-2017 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement

9. **Innovation & Technology Department**
   a. Resolution to Approve Purchase of Training from Imagesoft

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

12. **Parks Department** - Resolution Authorizing Entering into Contracts for the Trails and Parks Millage Applications

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

14. **Controller/Administrator’s Office**
   a. Resolution to Authorize Budget Adjustments for 2016 Based on the Annual Evaluation of the County’s Financial Reserve Policy
   c. Resolution Authorizing Adjustments to the 2016 Ingham County Budget
   d. Resolution to Authorize a Temporary Assignment to the Interim Chief Deputy Register of Deeds and the Execution of the Letter of Understanding

**THE MOTION CARRIED UNANIMOUSLY.**

**THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY.**

1. **Financial Services**
   a. Presentation of the Audit and Financial Statements

Jill Rhode, Director Financial Services, provided an introduction to the audit and financial statements.
Bill Brickey, Plante Moran Auditor, introduced himself and reviewed the role of the auditors with respects to the County.

Tim St. Andrew, Plante Moran Auditor, reviewed the results and deficiencies of the audit.

Discussion.

Commissioner Case-Naeyaert asked what caused the delay in receiving the information regarding property taxes.

Desiree Kirkland, Chief Deputy Treasurer stated that the information was not presented in the format that Plante Moran wanted.

Treasurer Eric Schertzing stated that his office was now aware of how Plante Moran wanted the information and they would get it to them that way next year.

Discussion.

Mr. Brickey reviewed the Ingham County Land Bank financial statement. He stated that without the County’s backing it would appear that they were in trouble financially.

Commissioner McGrain stated that the Land Bank Board was well aware of the issues and that they had made changes to the budget.

Commissioner Anthony expressed concern over some of the deficiencies. She stated that she wanted to ensure that the same issue would not continue to occur.

Commissioner Case-Naeyaert stated her concerned about some of the weakness. She further stated that the entities with deficiencies should provide status updates.

Commissioner McGrain stated that he would also like an update on some of the deficiency findings.

Chairperson Bahar-Cook asked the Controller’s Office to have any Departments or entities with deficiencies provide a status update sometime in the fall.

Ms. Rhode reviewed Fund Balance changes and parts of the Comprehensive Annual Financial Report. She expressed concern over the Housing Commission audit and the impact on the County.

Chairperson Bahar-Cook requested from the Controller’s Office to have a discussion item on the agenda regarding the Housing Commission audit.

Commissioner Case-Naeyaert asked how the Housing Commission had a separate audit.
Ms. Rhode state that the Housing Commission did not feel the prior County’s’s auditor had expertise with regards to Housing Commissions. She further stated her concern about using a separate auditor.

Discussion.

Mr. Brickey stated that a Component Unit, such as the Housing Commission, was a separate legal entity and could, therefore, choose an independent auditor.

2. **Sheriff’s Office**
   b. Resolution Authorizing the Ingham County Sheriff’s Office to Extend a Contract with the Michigan Department of Corrections to Rent 100 Beds to the Michigan Department of Corrections

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING THE INGHAM COUNTY SHERIFF’S OFFICE TO EXTEND A CONTRACT WITH THE MICHIGAN DEPARTMENT OF CORRECTIONS TO RENT 100 BEDS TO THE MICHIGAN DEPARTMENT OF CORRECTIONS.

Commissioner McGrain questioned the bed rentals from the State of Michigan.

Undersheriff Allan Spyke stated that this Resolution was for parole violators only.

Commissioner McGrain asked if there was any anticipation of more bed rentals beyond this request.

Undersheriff Spyke stated that he would not want the new jail built with any rental beds. He further stated that Michigan Department of Corrections only pays for beds they are currently using.

Commissioner McGrain asked if the County made any money with the bed rentals.

Teri Morton, Budget Director, indicated that when the beds are all full that money is made.

Discussion.

THE MOTION CARRIED UNANIMOUSLY.

3. **Drain Commissioner - Resolution Authorizing an Increase in Funding for the Revolving Drain Fund (Fund 802)**

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING AN INCREASE IN FUNDING FOR THE REVOLVING DRAIN FUND (FUND 802).

Paul Pratt, Deputy Drain Commissioner, reviewed the issues to advance funds for drain projects.
Commissioner Schafer expressed concern over the additional liability to the County.

The Resolution was amended as follows:

1. Pursuant to Chapter 12 of the Drain Code, the Ingham County Board of Commissioners shall set the cash advance from the general fund of the County to the Revolving Drain Fund in the amount of $6,000,000. **The additional $5 million authorized by this Resolution is for a period of one year ending July 31, 2017. This limitation is an exception to the general rules for Fund 802 outlined in the rest of this Resolution.**

The amendment was considered friendly.

Commissioner McGrain asked what would happen if the money was not paid back on time.

Mr. Pratt stated that this should not be a problem.

Ms. Rhode indicated that the County could borrow the money on their behalf.

Roger Swets, Dickinson Wright Attorney, stated that they should first try and do a traditional drain note. He then indicated the County did have borrowing tools it could pursue.

Ms. Rhode stated that the County could get them a line of credit.

**THE MOTION, AS AMENDED, CARRIED UNANIMOUSLY.**

7. **Department of Health and Human Services - Resolution Authorizing a Supplemental Appropriation to the Department of Health and Human Services 2016 Child Care Fund Budget**

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING A SUPPLEMENTAL APPROPRIATION TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES 2016 CHILD CARE FUND BUDGET

Commissioner Tennis explained how the amendment to the Resolution from Human Services transpired. He indicated that the IVE Federal Audit would be addressed separately from this Resolution.

Ms. Morton stated that the money need was potentially larger than the contingency fund.

Carol Keyhoe, Child Welfare Director, indicated that they were appealing the results of the Federal Audit.

Discussion.
Commissioner McGrain stated that the Controller’s Office has drafted a letter asking for assistance from Senator Debbie Stabenow’s Office.

Chairperson Bahar-Cook asked how they would ensure this error does not occur again.

Ms. Keyhoe indicated the error was communicated to both the Court and the Referees and that they understand fully the repercussions.

There was a discussion regarding use of the Juvenile Justice Millage.

The Resolution was amended as follows:

BE IT FURTHER RESOLVED, that the DHHS shall continue to monitor institutional care placement costs as part of its efforts to stay within budget prior to any further appropriations being made for this purpose.

BE IT FURTHER RESOLVED, that the 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 amendment was considered friendly.

THE MOTION, AS AMENDED, CARRIED UNANIMOUSLY.

9. Innovation & Technology Department
   d. Resolution to Approve the Renewal of the RightFax Support Agreement

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION TO APPROVE THE RENEWAL OF THE RIGHTFAX SUPPORT AGREEMENT.

Commissioner McGrain asked if there had been an evaluation of fax usage.

Deb Fett, IT Director, stated that a surprising amount of faxes were sent and received. She further stated that a purge was necessary to make more space.

Ms. Rhode indicated that faxes were typically medical related or employee issues.

Ms. Fett indicated that these types of messages would need to be encrypted in email or faxed/

THE MOTION CARRIED UNANIMOUSLY.

14. Controller/Administrator’s Office
   a. Resolution to Authorize Budget Adjustments for 2016 Based on the Annual Evaluation of the County’s Financial Reserve Policy
MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. CASE-NAEYAERT, TO APPROVE THE RESOLUTION TO AUTHORIZE BUDGET ADJUSTMENTS FOR 2016 BASED ON THE ANNUAL EVALUATION OF THE COUNTY’S FINANCIAL RESERVE POLICY.

Ms. Morton provided an update on the financial reserves.

THE MOTION CARRIED UNANIMOUSLY.

b. Resolution to Adopt the 2017 Juvenile Justice Community Agency Process Calendar

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION TO ADOPT THE 2017 JUVENILE JUSTICE COMMUNITY AGENCY PROCESS CALENDAR.

Chairperson Bahar-Cook stated that the County has not been able to give out as much money for community agency requests. She further stated that the Judiciary is one piece of Juvenile Justice, but that the Community Agencies’ roles were important in helping to prevent problems before they occur.

Commissioner Case-Naeyaert stated that she felt the same about agency requests as Chairperson Bahar-Cook.

Commissioner Crenshaw asked if the County could possibly give more.

The Resolution was amended as follows:

WHEREAS, the Ingham County Board of Commissioners wishes to adopt a resolution to establish the 2017 Juvenile Justice Community Agency Process and to reserve Juvenile Justice Millage funds in the amount of $125,000 for this purpose.

This was considered a friendly amendment.

Discussion.

THE MOTION, AS AMENDED, CARRIED UNANIMOUSLY.

15. Board Referral - Resolution from the Eaton County Board of Commissioners Regarding the Support of Legislation to Address the Assessment Methodology Utilized by the Michigan Tax Tribunal - “Dark Stores”

No action was taken on this item.

Announcements
Chairperson Bahar-Cook stated she would not be at the Board of Commissioners meeting on Tuesday. She also stated that the Tri-County Office on Aging has a cooling station which allows pets.

Commissioner Crenshaw stated that the Ingham Academy’s graduation would be on next Wednesday.

Commissioner McGrain provided information on the Eastside Garden Tour. He also stated that the Ingham County Jail tour was next Tuesday at 4:00 pm.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:34 p.m.
RESOLUTION ACTION ITEMS:

The Controller’s Office is recommending approval of the following resolutions:

1. **Sheriff’s Office – Resolution to Purchase Onbase Workflow Program with Imagesoft for the Sheriff’s Office to Submit Paperless Warrant Requests to the Ingham County Prosecutor’s Office**

This Resolution authorizes the purchase of the OnBase Workflow program with ImageSoft to automate the Sheriff’s Office warrant process at a cost not to exceed $47,265. This will allow the paperless submission of all warrant requests to the Ingham County Prosecutor’s Office.

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

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

3a. **Financial Services – Resolution to Authorize Plante Moran to Conduct an Audit of Ingham County for 2016 and 2017**

After bidding out for audit services in 2013, Plante Moran was chosen as the auditor for the County and its component units. Plante Moran has conducted the audits for 2013, 2014 and 2015 and the County has been very pleased with the service provided. The contract was initially authorized for 3 years. The original proposal also included the cost for the 2016 and 2017 audits. This resolution will authorize audit services at a total cost is $85,600 for 2016 and $86,300 for 2017 (compared to $84,900 for 2015) for the County, Drain Commission and the County’s Single Audit.

3b. **Financial Services – Resolution to Authorize Plante Moran to Conduct an Audit of Ingham County Housing Commission for Year Ended September 30, 2016**

Approval of this resolution will make the Housing Commission audit consistent with all of the County’s other component units, as it is the only one not currently being audited by Plante Moran. The Housing Commission is only paying approximately $3,000 to have its current audit conducted. The proposal from Plante Moran totals $17,500. It is recommended that the County pick up the additional cost of the audit, to be transferred from the 2016 contingency fund. Please see attached memo for additional information.
4. **Community Corrections Advisory Board – Resolution Authorizing Entering into a Contract with the City of Lansing for an Allocation of Funds to Ingham County/City of Lansing Community Corrections for the City 2016-2017 Fiscal Year**

This Resolution authorizes a contract renewal with the City of Lansing for $12,500 to be used to support CCAB administrative costs and collaborative efforts with the 54-A District Court and Probation Office. The funds are used for Community Corrections Advisory Board (CCAB) Manager personnel costs ($5,740), CCAB Staff Consultant costs ($5,740) and supply costs for public education and training and CCAB administration ($1,020.) This revenue is consistent with the historical level of support from the City of Lansing.

5. **Circuit Court – Resolution Authorizing a Project Change Request for the Statement of Work Entered into with Imagesoft Corporation Pursuant to Resolution 16-276**

This Resolution approves amending the Milestone Payment Schedule (MPS) contained in the original Statement of Work (SOW) through PCR #001_17275 for a period beginning on July 1, 2016 and extending into 2017. The cost of $14,880 for prorated maintenance in the 2017 fiscal year will be addressed through a quarterly budget adjustment in 2017.

6. **Circuit Court/Family Division – Resolution to Authorize Acceptance of United Dairy Industry Grant Award**

This Resolution authorizes accepting a grant in the amount of $584.00 from the United Dairy Industry of Michigan to support the Ingham County Youth Center’s purchase of new kitchen equipment.

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

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

7b. **Human Resources – Resolution Certifying Representatives for the MERS Annual Conference**

Municipal Employees’ Retirement System (MERS) will hold its 70th Annual Meeting at the Grand Traverse Resort in Acme from September 28 and 29, 2016. Governing bodies of each member municipality must certify an employee delegate who has been nominated and elected by the other employee members and appoint an officer delegate of the governing body. The elected Employee Delegate for the 2016 MERS Annual Conference is 9-1-1 Dispatcher James Huff, and following approval by the Board, the Officer Delegate will be the County Controller. Expenses associated with the Annual Meeting will not exceed $1,400.
8a.  **Prosecuting Attorney’s Office – Resolution Authorizing Statements of Work with Imagesoft to Purchase Replacement Scanners**

This Resolution authorizes entering into a Statement of Work (SOW) with ImageSoft to purchase two (2) replacement Fujitsu Scanners in the amount of $12,380 to be paid from the Prosecutor’s existing 2016 CIP budget.

8b.  **Prosecuting Attorney’s Office - Resolution Authorizing Statements of Work with Imagesoft to Correct Juvenile Foldering**

This Resolution authorizes entering into a Statement of Work (SOW) with Imagesoft to correct the foldering issue problem for Juvenile cases in the system. The discounted SOW cost is $7,000.00 to be paid from the Prosecutor’s existing 2016 CIP budget.

9.  **Special Transportation Millage – Resolution Authorizing the First Amendment to the Agreement with the Capital Area Transportation Authority Dated January 1, 2016 through December 31, 2020**

This resolution authorizes the first amendment to the agreement with the Capital Area Transportation Authority (CATA) for the time period of January 1, 2016 through December 31, 2020; specifically the scope of services which will be effective from October 1, 2016 through September 30, 2017. For the period October 1, 2016 through September 30, 2017 the County will reimburse CATA as set forth in the attached Scope of Services. The amount to be reimbursed will not exceed the amount of millage funds available. A maximum of $3,307,431 will be used to pay the actual expenses of operating, administrating and marketing Spec-Tran. A maximum of $747,452 of the funds will be used to pay for the actual expenses of operating, administrating and marketing CATA Rural Services. The amount of $119,044 will be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County’s 2017 Fiscal Year.

10.  **Department of Health and Human Services – Resolution Amending Resolution #16-338 to Authorize an Additional Supplemental Appropriation to the Department of Health and Human Services 2016 Child Care Fund Budget**

This resolution authorizes an additional appropriation to Ingham County Department of Health and Human Services (DHHS) to cover a shortfall in the Child Care Fund due to an unexpected increase in the number of children in residential placements. This resolution increases the DHHS 2016 Child Care Fund budget appropriation by an additional $100,000 by authorizing the transfer of $50,000 from the 2016 Contingency Fund and amending the 2016 DHHS budget by increasing it in total by $100,000 to include a match from the State of Michigan, in the amount of $50,000 in accordance with this resolution.

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

Resolution #16-267 for janitorial services includes the Drain Office and 55th District Court. The Facilities Department would like to remove these locations from the janitorial contract continuing with Facilities Department staff servicing these areas, as they have in the past. Removing the Drain Office and 55th District Court from the contract will provide a savings of $34,580 the first year as well as substantially higher savings amounts in the two years following.
12a. **Health Department – Resolution to Authorize an Agreement with Capital Area Community Services to Serve Early Head Start Children through the Family Outreach Services Program**

This resolution authorizes an agreement with Capital Area Community Services (CACS) to deliver Early Head Start (EHS) home visiting services. EHS provides services to pregnant women through the child’s entrance into preschool and focuses on school readiness, positive health outcomes, and ensuring that families are connected to services throughout the community. The agreement with CACS provides up to $126,500 to ICHD for the provision of EHS home visiting services. ICHD also agrees to provide, as a non-federal share, an in-kind match in an amount of at least $31,625. The required match is derived from staff wages and benefits, facilities, advisory committee participation, and parent participation. These funds have been included in the Health Department’s 2017 budget request.

12b. **Health Department – Resolution to Authorize Amendment #5 to the 2015-2016 Comprehensive Agreement with the Michigan Department of Health and Human Services**

This resolution authorizes amendment #5 to the 2016 comprehensive agreement for health services with the Michigan Department of Health and Human Services. The amendment will increase the agreement for Comprehensive Local Health Services from $5,376,168 to $5,451,699, an increase of $75,531. The amendment makes the following specific changes to the budget:

- BCCCP Coordination: increase of $6,500 from $232,375 to $238,875
- Family Planning Services: increase of $30,000 from $269,392 to $299,392
- Michigan Colorectal Cancer Screening Program: increase of $10,000 from $10,000 to $20,000
- Nurse Family Partnership Services: increase of $2,450 from $505,300 to $507,750
- WISEWOMEN: increase of $265 from $49,550 to $49,815
- Public Health Emergency Preparedness (PHEP): increase of $938 from $35,295 to $36,233
- Sexually Transmitted Disease (STD) Control: increase of $18,960 from $34,230 to $53,190
- TB Control: increase of $6,418 from $14,713 to $21,131

12c. **Health Department – Resolution to Accept Funding from Michigan Association of United Ways and to Act as the Fiduciary/Payee for the Genesee Children’s Healthcare Access Program**

This resolution authorizes agreements with the United Way of Genesee County (UWGC) and with GFHO to facilitate a Medicaid match for Genesee Children’s Healthcare Access Program (CHAP). Under these agreements, ICHD will receive funds of up to $300,000 from UWGC and retain an administrative fee in the amount not to exceed 11.38% of the total funds received. The contract period of each agreement will be from July 1, 2016 through September 30, 2017.

12d. **Health Department – Resolution to Authorize an Agreement with Graphic Sciences, Inc. for the Transport, Storage and Retrieval of Health Department Files**

This resolution authorizes an agreement with Graphic Sciences, Inc. for the storage of Health Department files in a secure environment. The proposed annual cost of this agreement shall not exceed $24,000. The proposed costs are based on $.288 per box at $1,850 per month and $6.30 per file requested. This per file fee includes locating, removing and re-filing the requested document. In addition the cost to remove, transport and catalog the files at Graphic Science, Inc. is estimated at approximately $11,500.
12e. **Health Department – Resolution to Authorize an Agreement with NextGen Healthcare to Process Patient Statements**

This resolution authorizes an agreement with NextGen Healthcare to process patient statements. This is a month-to-month agreement that may be cancelled at any time per the County’s request. The costs of this agreement shall not exceed $12,000 annually and will be covered by funds already allocated in the current year budget. Based on current statement volumes, the cost would be $.071/statement sent through the United States Postal Service. Current in-house cost for this service is $.912/statement. This agreement would result in an annual savings in excess of $3,500 based on fiscal year 2015 patient statement volume.

12f. **Health Department – Resolution to Authorize a Subcontract with Packard Health System to Provide WISEWOMAN/Wise Choices Programming**

This resolution authorizes the necessary agreements and actions to implement programs focused on chronic disease risk factor screening, preventative health education, and support for healthy lifestyle changes. Funds will be utilized from the Michigan Department of Health and Human Services (MDHHS) Cancer Prevention & Control Section provided through the Comprehensive Planning, Budgeting, & Contracting (CPBC) agreement to the Health Promotion and Prevention Division of the Ingham County Health Department (ICHD).

Specifically, the resolution authorizes:

- Hiring a 1.0 FTE temporary BCCCNP Project Specialist position from August 24, 2016 to September 30, 2016. Total compensation for this position will not exceed $5,000. This position will be responsible for coordinating BCCCNP and WISEWOMAN outreach efforts and will assist with the development of minimum program requirements for MCRCEDP.
- A subcontract with Packard Health System for MDHHS funding of up to $19,765 in FY 2016 and up to $20,000 in FY 2017 (up to $39,765 total) to implement and provide WISEWOMAN/WISE Choices Programming. This subcontract would be in effect from August 1, 2016 through September 30, 2017.
- Agreements with MCRCEDP participating providers for the delivery of colorectal cancer screening and diagnostic services. These agreements allow providers to bill MDHHS for these services after enrollment by ICHD. These service agreements would be in effect from November 1, 2016 through September 30, 2017.
- A subcontract with Redhead Design for up to $34,000 to provide a media campaign including marketing materials and printing for BCCCNP, WISEWOMAN, and MCRCEDP. This subcontract would be in effect from August 1, 2016 through September 30, 2016.
- Subcontracts with four local churches for up to $1,000 per church to organize outreach activities and pay for the use of space and necessary items to conduct those outreach activities. The churches to be subcontracted with are Rivers of Life, Tabernacle of David, Trinity AME, and Union Missionary Baptist. These subcontracts would be in effect from August 1, 2016 through September 30, 2016.
- Subcontracts with MacDonald Broadcasting and Adams Outdoor Advertising for up to $2,000 each for an MCRCEDP awareness campaign. These subcontracts would be in effect from August 1, 2016, through September 30, 2016.

13a. **Innovation and Technology Department – Resolution to Approve the Renewal of the MUNIS Software Annual Support Agreement from Tyler Technologies**

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

13b. **Innovation and Technology Department – Resolution to Approve Purchase of Training from Lynda.com**

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

14a. **Road Department – Resolution Authorizing the Extension of Contract with Avery Oil And Propane for the 2016/2017 Supply of Propane Used for Heating at the Eastern District of the Ingham County Road Department**

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

14b. **Road Department – Resolution to Approve Local Road Agreement with Wheatfield Township for the Ingham County Road Department**

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

- Frost Road from Meridian Road to Burkley Road: 2" asphalt resurfacing over approximately 1.25 miles
- Frost Road from Burkley Road to Williamston Road: 625 tons of asphalt skip-paving and wedging where necessary
- Three Oaks Drive: 250 tons of asphalt repairs where necessary

14c. **Road Department – Resolution Authorizing the Purchase of Two New Wheel Loaders for the Ingham County Road Department**

The Road Department currently has two wheel loaders that are out of service because of mechanical issues involving obsolete parts. Wheel loaders are an instrumental tool in department operations and are normally replaced after 15 to 20 years of service. Most vendors submitting proposals offered demonstration units for staff to operate and evaluate functions, features, warranty, maintenance and repair accessibility, dump height, fuel efficiency, performance and most importantly, operator visibility. Because it was the only unit to fully meet all specifications, the Road Department recommends approval of a resolution to purchase two Volvo L-70H wheel loaders from Alta Construction Equipment at a total cost of $270,740.00, including a trade-in allowance of $66,000.00 for two Deere 444 wheel loaders that are out of service.
Potter Park Zoo (PPZ) orders 14,000 pounds of meat every year as one of the main diet items for all felines and carnivores in the zoo. In the interest of quality assurance and animal health, PPZ requests authorization to utilize Central Nebraska Packing, Inc. as a sole source vendor for meat required for animal diets. There are limited vendor sources available to acquire this meat at a high quality:

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

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

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

**INFORMATIONAL ITEM:**

16. **Controller/Administrator’s Office – Update on Ingham County Strategic Plan**
TO: Law & Courts Committee
     Finance Committee

FROM: Major Maatman, Field & Staff Services Administrator

DATE: July 26, 2016

RE: RESOLUTION TO PURCHASE ONBASE WORKFLOW PROGRAM WITH
    IMAGESOFT FOR THE SHERIFF’S OFFICE TO SUBMIT PAPERLESS
    WARRANT REQUESTS TO THE INGHAM COUNTY PROSECUTOR’S
    OFFICE.

This resolution is for the approval to purchase the OnBase Workflow program from ImageSoft
that will allow the Sheriff’s Office to submit Warrant Requests paperless to the Ingham County
Prosecutor’s Office.

The Sheriff’s Office currently utilizes OnBase from Imagesoft, however this designed
program/workflow will allow the Sheriff’s Office to submit all warrant requests to the Ingham
County Prosecutor’s Office paperless, thus saving the County as well as the Sheriff’s Office
budget in costs of paper, ink, and officer time printing and taking the warrant requests to the
Prosecutor’s Office.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PURCHASE ONBASE WORKFLOW PROGRAM WITH IMAGESOFT FOR THE SHERIFF’S OFFICE TO SUBMIT PAPERLESS WARRANT REQUESTS TO THE INGHAM COUNTY PROSECUTOR’S OFFICE

WHEREAS, the Ingham County Sheriff’s Office is responsible for submitting warrant requests for suspects arrested and charged under state law; and

WHEREAS, the Sheriff’s Office upon arresting a suspect is required to complete an incident report of the alleged actions against the arrested subject; and

WHEREAS, the Sheriff’s Office is required to submit all incident reports and forms reference the arrested subject to the Ingham County Prosecutor’s Office for review and pending authorization; and

WHEREAS, the Sheriff’s Office has to utilize one staff member to take all incident reports and forms to the Prosecutor’s Office, reducing the staff members ability to accomplish other required police tasks; and

WHEREAS, the Sheriff’s Office, along with the Chief Assistant Prosecutor of the Ingham County Prosecutors Office, has identified the cost saving of purchasing a workflow program from ImageSoft to stream line the warrant process by submitting all incident reports and forms by electronic submission to the Prosecutor’s Office through Onbase; and

WHEREAS, the County of Ingham already utilizes the ImageSoft Company with the OnBase program as a sole source vendor; and

WHEREAS, the funds for this expenditure are currently in the Sheriff’s Office 2016 Capital Improvement Account; and

WHEREAS, the total expenditure for this proposal is not to exceed $47,625.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the Sheriff’s Office to purchase OnBase Workflow program with ImageSoft to submit all warrant requests paperless to the Ingham County Prosecutor’s Office.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners and County Clerk are hereby authorized sign any necessary documents after approval as to form by the County Attorney.
TO: Board of Commissioners Finance Committee
FROM: Jill Rhode, Director of Financial Services
DATE: June 28, 2016
SUBJECT: Resolution to Authorize Plante Moran to Conduct an Audit of Ingham County for 2016 and 2017
For the meeting agenda of August 17, 2016

BACKGROUND

After going through an extensive bid process in 2013, Plante Moran was chosen as the auditor for the County and its component units. Plante Moran has conducted the audits for 2013, 2014 and 2015 and the County has been very pleased with the service provided.

While we only authorized the contract for 3 years, the original proposal also included the cost for the 2016 and 2017 audits. The total cost for the County, Drain Commission and the County’s Single Audit is $85,600 for 2016 and $86,300 for 2017 (compared to $84,900 for 2015).

Plante Moran is widely recognized as the premier governmental auditing firm in the region and this cost is extremely reasonable for the service we receive.

In addition, with the recent retirement of our lead accountant Robin Naeyaert, it would particularly difficult to change auditing firms while we are in the middle of training new personnel.

ALTERNATIVES

If we did not continue with Plante Moran, we could obtain proposals from other firms but this would create additional work and costs.

FINANCIAL IMPACT

The cost of the service is noted above and very similar to the prior year’s cost.

RECOMMENDATION

I recommend approval of this resolution to continue the audit engagement with Plante Moran for the 2016 and 2017 audits.
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE PLANTE MORAN TO CONDUCT AN AUDIT OF INGHAM COUNTY FOR 2016 AND 2017

WHEREAS, Ingham County is required to conduct an annual audit; and

WHEREAS, in 2013, Ingham County selected Plante Moran to conduct the audit for 2013-2015; and

WHEREAS, the County has been pleased with the service provided during these three years; and

WHEREAS, the original proposal prepared by Plante Moran also included a cost to perform the audit for 2016 and 2017 for the County, Ingham County Land Bank, Ingham County Medical Care Facility and the County’s Single Audit; and

WHEREAS, the 2016 cost for the County and Drain Commission audits and Single Audit is $85,600 and the 2017 cost is $86,300.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Plante Moran to conduct the audit of Ingham County, the Ingham County Drain Commission and the Single Audit for the years ended December 31, 2016 and 2017.

BE IT FURTHER RESOLVED, that the Controller/Administrator 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 Finance Committee
FROM:                        Jill Rhode, Director of Financial Services
DATE:                        July 21, 2016
SUBJECT:                     Resolution to Authorize Plante Moran to Conduct an Audit of Ingham County Housing Commission for the Year Ended September 30, 2016
                             For the meeting agenda of August 17, 2016

BACKGROUND

The Ingham County Housing Commission is the only component unit not currently being audited by Plante Moran. When our audit was conducted by the Rehmann Group, they recommended we contract with a firm which had a specialization in housing commissions, as the Rehmann Group did not have any experience in this area. (This is not the case with Plante Moran, they have staff with housing commission experience.)

For this reason, the Housing Commission has continued to contract with an auditor of their choosing.

For the September 30, 2015 year end, I needed to make some adjustments to the auditor prepared financial statements to make sure it was in compliance with generally accepted accounting principles (GAAP). In addition, the footnotes in the final report were not in compliance with GAAP. This should not be the case. The auditor should be able to make any adjustments necessary to insure the report is in compliance.

While the financial balances for the Housing Commission are immaterial in comparison to the overall balances for the County, it is still important that the County be comfortable with the information presented in our report. In addition, the County needs to be assured that the Commission is operating with strong procedures and internal controls. I am not sure that these are being tested as stringently as would be conducted by Plante Moran.

The Housing Commission is only paying approximately $3,000 to have this audit conducted. The proposal from Plante Moran totals $17,500. I realize this seems rather high but there are many Federal requirements involved in an audit of this type.

ALTERNATIVES

The Housing Commission could continue with their current auditor but the issues discussed above will not be addressed.

Another alternative is that we could bid the service and find a firm who may cost less than Plante Moran but I believe it is clearly in the County’s best interest to have all of our component units audited by the same firm. Also, since they have a September year end, it would be tough to have this accomplished in time.
FINANCIAL IMPACT

Since the Housing Commission is paying so little for their audit, I believe it is unreasonable to ask them to increase their cost from $3,000 to $17,500. The County will need to contribute the additional funding in the amount of $14,500. Depending on the outcome of the audit, we may wish to continue this into the future which will result in this cost increase being ongoing.

The County’s $14,500 would come from the General Fund contingency account.

RECOMMENDATION

I strongly recommend we contract with Plante Moran to conduct the September 30, 2016 audit of the Housing Commission and contribute the additional funding in the amount of $14,500. Depending on the outcome of this audit, we may make a recommendation that we continue with this for future audits.
Resolves to authorize Plante Moran to conduct an audit of Ingham County Housing Commission for the year ended September 30, 2016

WHEREAS, the Ingham County Housing Commission is a component unit of Ingham County and is required to conduct an annual audit; and

WHEREAS, the Housing Commission is the only component unit not currently being audited by Plante Moran; and

WHEREAS, it is in the County’s best interest to have all the component units audited by the same firm; and

WHEREAS, the cost for Plante Moran to perform the audit of the Housing Commission is $17,500 which exceeds the current cost being paid by the Commission of $3,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Plante Moran to conduct the audit of Ingham County Housing Commission for the year ended September 30, 2016 in the amount of $17,500.

BE IT FURTHER RESOLVED, that the funding will be provided $14,500 from the County’s General Fund contingency account and $3,000 from the Housing Commission.

BE IT FURTHER RESOLVED, that the Controller/Administrator 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 Law & Courts Committee and Finance Committee
FROM: Mary Sabaj, CCAB Manager
DATE: August 3, 2016
SUBJECT: Resolution Authorizing Contract with the City of Lansing
For the meeting agendas of August 11, 2016 and August 17, 2016

BACKGROUND

This Resolution approves entering a contract with the City of Lansing for $12,500 to be used to support CCAB administrative costs and collaborative efforts with the 54-A District Court and Probation Office.

ALTERNATIVES

Community Corrections administration and programs are funded with a combination of State of Michigan Public Act 511 funds, Ingham County general funds and City of Lansing grant funds. There is no alternative source for the City of Lansing grant funds.

FINANCIAL IMPACT

Failure to approve this Resolution will result in the loss of revenue that helps support CCAB Manager personnel costs ($5,740), CCAB Staff Consultant costs ($5,740) and supply costs for public education and training and CCAB administration ($1,020.)

OTHER CONSIDERATIONS

Community Corrections administration and all Public Act 511 treatment and service programs for the local Circuit Court probation population are dependent upon funding received from the State of Michigan, Ingham County and the City of Lansing.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support Community Corrections administration.
Agenda Item 4

Introduced by Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH THE CITY OF LANSING FOR AN ALLOCATION OF FUNDS TO INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS FOR THE CITY 2016-2017 FISCAL YEAR

WHEREAS, the Community Corrections Advisory Board requests authorization for a contract to be entered between the County and the City of Lansing for an allocation of funds to Community Corrections for the City 2016-2017 fiscal year; and

WHEREAS, the Michigan Community Corrections Act of 1988 (PA511) authorizes the establishment of a Community Corrections Advisory Board (CCAB) and Community Corrections programming; and

WHEREAS, Ingham County and the City of Lansing formed a joint CCAB in 1990; and

WHEREAS, a Comprehensive Community Corrections Plan was approved by the Ingham County Board of Commissioners and the Lansing City Council; and

WHEREAS, the City of Lansing approved an allocation of $12,500 to be used to assist with CCAB administration and to support collaborative efforts with the City of Lansing, 54-A District Court and 54-A District Court Probation Department.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into a contract with the City of Lansing for $12,500 for the time period of July 1, 2016 through June 30, 2017.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign any necessary contracts and/or subcontracts consistent with this resolution subject to approval as to form by the County Attorney.
Resolution #16-276 authorized the Ingham County Circuit Court to enter into a contract with ImageSoft for the analysis and design of an imaging solution. The resulting Statement of Work No. 15485 (SOW) cited a 20% software discount if the OnBase software needed for the imaging project was purchased by June 30, 2016 from Hyland. The SOW also set forth the Milestone Payment Schedule (MPS) indicating a first payment of $57,947 for software down payment which was due at the time the SOW was signed. The software was purchased before June 30, 2016.

The court received an invoice from ImageSoft dated June 28, 2016 in the amount of $148,800 for software and maintenance which covers a maintenance period of July 1, 2016 – June 30, 2017. The amount of the invoice received did not match the amount cited in the SOW for the software down payment. The invoice also indicated that the maintenance period started six months before the court expected it to start.

ImageSoft acknowledged an error in the MPS section of the SOW approved in Resolution 16-276 and clarified that the software purchase is defined as an add-on to an existing system which causes the maintenance period to begin immediately after the software is ordered.

ImageSoft has submitted a Project Change Request (PCR #001_17275) which corrects the MPS section of the SOW, clarifies which services will be invoiced in 2016 and which services will be invoiced in 2017, and verifies the amount of prorated maintenance that will be due on June 30, 2017.

PCR #001_17275 will not require additional money but does change the schedule of payments over a multi-year contract. Pursuant to our discussions with the Budget Director the $14,880 for prorated maintenance in the 2017 fiscal year will be addressed through a quarterly budget adjustment in 2017.

The court requests that PCR #001_17275 be approved by the Ingham County Board of Commissioners. Once the PCR has been approved, we will submit the June 28, 2016 invoice received from ImageSoft to the Board for payment consideration.

cc: Hon. Joyce Draganchuk  
    Shauna Dunnings  
    Hon. Janelle A. Lawles
Agenda Item 5

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A PROJECT CHANGE REQUEST FOR THE STATEMENT OF WORK ENTERED INTO WITH IMAGESOFT CORPORATION PURSUANT TO RESOLUTION 16-276

WHEREAS, the Ingham County Circuit Court entered into a contract with ImageSoft to implement an imaging system for the Ingham County Circuit Court as approved through Resolution 16-276; and

WHEREAS, the Ingham County Circuit Court was told by ImageSoft that it would realize a 20% software discount if the OnBase software was purchased by June 30, 2016 from Hyland and said discount was reflected on page 20 of the Statement of Work No. 15485 (SOW); and

WHEREAS, the Milestone Payment Schedule (MPS) on page 22 of the SOW indicated that the Software Down Payment in the amount of $57,947 would be invoiced upon signature of the SOW; and

WHEREAS, the Ingham County Circuit Court relied on the MPS contained in the SOW when preparing the budgetary portion of Resolution 16-276; and

WHEREAS, the software was purchased before June 30, 2016 and the Ingham County Circuit Court received an invoice dated June 28, 2016, in the amount of $148,800 from ImageSoft for software and maintenance with a maintenance period of 07/01/2016 – 06/30/2017; and

WHEREAS, the invoice in the amount of $148,800 for Software Down Payment did not match the amount listed on the MPS of the SOW and the maintenance period listed started six months before the Ingham County Circuit Court believed it would; and

WHEREAS, ImageSoft acknowledged an error in the MPS section of the SOW approved in Resolution 16-276 and clarified that the software purchase is defined as an add-on to an existing system which causes the maintenance period to begin immediately after the software is ordered; and

WHEREAS, because of the immediate start of the maintenance period, on June 30, 2017, the Ingham County Circuit Court will be responsible for a prorated amount of the annual maintenance for the software in the amount of $14,880; and

WHEREAS, ImageSoft has drafted a Project Change Request (PCR #001_17275) which corrects the MPS section of the SOW, clarifies which services will be invoiced in 2016 and which services will be invoiced in 2017, and verifies the amount of prorated maintenance that will be due on June 30, 2017 and the period that will be covered.

THEREFORE BE IT RESOLVED, that Ingham County Board of Commissioners hereby approves amending the Milestone Payment Schedule (MPS) contained in the original Statement of Work (SOW) through PCR #001_17275 for a period beginning on July 1, 2016 and extending into 2017.
BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract/purchase documents consistent with this Resolution and approved as to form by the County Attorney.
MEMORANDUM

To: Law and Courts Committee
From: Maureen Winslow
Date: August 2, 2016
Re: RESOLUTION TO AUTHORIZE ACCEPTANCE OF UNITED DAIRY INDUSTRY GRANT AWARD

This resolution authorizes the acceptance of $584.00 in grant assistance from United Dairy Industry of Michigan to support Ingham County Youth Center in purchasing new kitchen equipment.

The Ingham County School Nutrition program operates in accordance with the National School Lunch Act and the Child Nutrition Act of 1966 as amended and regulations set by the United States Department of Agriculture (USDA). The Ingham County Youth Center is in need of additional kitchen equipment to better serve the Ingham County Youth Center residents healthy, nutritious, appetizing meals.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ACCEPTANCE OF UNITED DAIRY INDUSTRY GRANT AWARD

WHEREAS, the United States Department of Agriculture (USDA) and the National Dairy Council (NDC) have created a school program to support Fuel Up to Play 60 (FUTP60), a program that empowers youth to take action to improve nutrition and physical activity at their school and for their own health; and

WHEREAS, United Dairy Industry of Michigan is providing Michigan schools the opportunity to apply for competitive equipment assistance mini-grants to Michigan Public Schools who are committed to providing students a nutritious balanced diet; and

WHEREAS, Ingham County Youth Center is committed to providing Youth Center residents healthy, nutritious, appetizing meals served courteously, in a clean and pleasant dining environment; and

WHEREAS, the Ingham County School Nutrition program operates in accordance with the National School Lunch Act and the Child Nutrition Act of 1966 as amended and regulations set by the United States Department of Agriculture (USDA), The Department of Elementary and Secondary Education as well as other state and local laws, regulations and policies; and

WHEREAS, on May 5, 2016, Ingham County Youth Center submitted a grant application for $584.00 to purchase new kitchen equipment; and

WHEREAS, United Dairy Industry of Michigan awarded Ingham County Youth Center $584.00 to purchase the equipment.

THEREFORE BE IT RESOLVED, that the Board of Commissioners accepts the $584.00 in grant assistance from the United Dairy Industry of Michigan to support Ingham County Youth Center to purchase new kitchen equipment.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO: Board of Commissioners - Law and Courts Committee, County Services Committee and Finance Committee

FROM: Travis Parsons, Human Resources Director

DATE: July 28, 2016

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

BACKGROUND

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the Letter of Understanding between the Employer and CCLP regarding payment of vacation time excess of the maximum accumulation.
WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Capitol City Labor Program, Inc. (CCLP) – 911 Non-Supervisory Unit for the period January 1, 2016 through December 31, 2017; and

WHEREAS, the parties wish to amend the Agreement; and

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

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

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

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

VACATION PAYMENT EXCESS OF MAXIMUM ACCUMULATION

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

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

THEREFORE, the parties agree to the following:

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

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

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

CAPITOL CITY LABOR PROGRAM, INC.

Division Representative
Thomas Krug, Lodge Executive Director

Steven Lett, Lodge Attorney
Approved as to form

COUNTY OF INGHAM:

Kara Hope
Chairperson Board of Commissioners

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

BACKGROUND

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

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

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

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

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

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

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

After review, I respectfully recommend approval of the attached resolution for the certified Ingham County Representatives to attend the 2016 MERS Annual Conference.
RESOLUTION CERTIFYING REPRESENTATIVES FOR THE MERS ANNUAL CONFERENCE

WHEREAS, the Municipal Employees’ Retirement System will hold the 70th Annual Conference at the Grand Traverse Resort in Acme Michigan during the time period of September 28 – September 29, 2016; and

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

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

   Officer Delegate:   Tim Dolehantry, Controller/Administrator

   Employee Delegate:   James Huff, 911 Dispatcher

BE IT FURTHER RESOLVED, Ingham County will pay 2016 MERS Annual Conference expenses of the Officer Delegate and Employee Delegate pursuant to the County’s travel policy of $1018.25 not to exceed a maximum of $1,400.00.
TO: Law and Courts Committee and Finance Committee
FROM: Lisa McCormick, Chief Assistant Prosecutor
RE: Purchase of 2 Fujitsu Scanners to replace current equipment
DATE: July 26, 2016

In 2009 the Ingham County Prosecutor’s Office entered into a Contract with Imagesoft, a single source vendor with the purpose of going paperless. At that time equipment was purchased including 2 scanners. Both scanners are due for replacement. One scanner has been intermittently breaking and the other scanner is still functioning without issue. This proposed resolution is to replace both scanners.

Because each scanner is over $5000.00 the current purchasing policy requires me to bring this is to the Board. The money for both scanners is budgeted in the 2016 CIP fund. Assuming this resolution passes, I am only going to replace the scanner that is intermittently breaking. I will only purchase the 2nd scanner if we are start experiencing difficulties. Since we rely heavily on these scanners I want to be prepared If the 2nd scanner breaks.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STATEMENTS OF WORK WITH IMAGESOFT TO PURCHASE REPLACEMENT SCANNERS

WHEREAS, the Ingham County Prosecutor’s Office uses the Onbase imaging system and scanners to scan documents; and

WHEREAS, the Ingham County Prosecutor’s Office uses scanners to scan documents into the imaging system; and

WHEREAS, Ingham County purchased two (2) Canon scanners in 2009 and they are due to be replaced; and

WHEREAS, the Ingham County Prosecutor’s office received a bid for two (2) Fujitsu scanners from a single source vendor, Imagesoft, and these scanners are compatible and recommended by the Ingham County IT Department; and

WHEREAS, the Statement of Work (SOW) satisfies the Prosecutor’s Office needs; and

WHEREAS, the Prosecutor’s Office has sufficient funding in its Capital Improvement Project (CIP) budget to pay for the SOW.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes entering into the SOWs with ImageSoft for two (2) Fujitsu Scanners in the amount of $12,380 to be paid from the Prosecutor’s 2016 CIP budget.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary Contract documents (Statement of Work - SOW) consistent with this resolution upon approval as to form by the County Attorney.
This SOW is to correct an existing problem with the foldering for juvenile cases. When we first went live in approximately 2011 with the project the foldering was working without any problems. It was determined at some point that the foldering was not working properly. The structure is complicated due to the nature of the way the juvenile court handles subsequent petitions. The issue seems to occur with the eforms on orphan files. Our IT department made every effort to work with the vendor to fix the problem but it appears to me that when fixes were put into place more problems were created. Due to this the vendor has to re-structure the process and this SOW addresses the changes.

I have budgeted for this in the 2017 budget but in light of the problems that are being caused I am requesting the ability to move forward now. I have the money in the 2016 CIP budget and would like to take the funds from there. This would alleviate the already recommended funds in the 2017 budget.

The original SOW is for $21,000 to fix the foldering problems. Based on that SOW, Deb Fett and I spoke with Imagesoft and the cost was reduced. The new SOW was for $10,500 which took into account a $3,500.00 credit. Based on that SOW I spoke with Mike Nolen at the IT department and we addressed some of the miscellaneous issues because I believed he could address some of the minor problems instead of having the county pay for the changes. He agreed and has already started working on those issues.

Based on that, I requested the SOW to be reduced further. The 3rd and final SOW is for $7,000.00. This includes an additional $3,500.00 credit. This credit is being given to the County prior to any changes to the vendor policies. This is a good will credit. This credit has been given to the Prosecutor’s office because of speaking engagements that I did at their Annual Conference. I have also allowed other Prosecutor’s office to visit our office and have dedicated time to go over system and the benefits to our office. I have not received any financial benefit from Imagesoft. It is common practice to open your office to other Prosecutor’s so that we can collaborate and work together to address mutual problems. That reduced the cost to $7,000.00. This amount is budgeted for in the current 2016 CIP budget.
Agenda Item 8b

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STATEMENTS OF WORK WITH IMAGESOFT TO CORRECT JUVENILE FOLDERING

WHEREAS, the Ingham County Prosecutor’s Office uses the Onbase imaging system and scanners to scan documents; and

WHEREAS, the Ingham County Prosecutor’s Office uses Onbase for all juvenile delinquency cases; and

WHEREAS, Ingham County Prosecutor’s office has been experiencing difficulty with the way the juvenile files were being foldered; and

WHEREAS, the Ingham County Prosecutor’s office received a bid to correct the issue presented from a single source vendor, Imagesoft, and these scanners are compatible and recommended by the Ingham County IT Department; and

WHEREAS, the Statement of Work (SOW) satisfies the Prosecutor’s Office needs; and

WHEREAS, the Prosecutor’s Office has sufficient funding in its Capital Improvement Project (CIP) budget to pay for the SOW.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes entering into the SOWs with Imagesoft to correct the foldering issue that has developed in the amount of $7000.00 to be paid from the Prosecutor’s 2016 CIP budget.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary Contract documents (Statement of Work - SOW) consistent with this resolution upon approval as to form by the County Attorney.
MEMORANDUM

TO: Human Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: August 1, 2016

SUBJECT: Resolution Authorizing the First Amendment to the Agreement with the Capital Area Transportation Authority Dated January 1, 2016 through December 31, 2020

For the meeting agendas of August 15 and August 17

BACKGROUND
This resolution authorizes the first amendment to the agreement with the Capital Area Transportation Authority (CATA) for the time period of January 1, 2016 through December 31, 2020; specifically the scope of services which will be effective from October 1, 2016 through September 30, 2017. For the period October 1, 2016 through September 30, 2017 the County will reimburse CATA as set forth in the attached Scope of Services.

ALTERNATIVES
N/A

FINANCIAL IMPACT
The amount to be reimbursed will not exceed the amount of millage funds available. A maximum of $3,307,431 will be used to pay the actual expenses of operating, administrating and marketing Spec-Tran. A maximum of $747,452 of the funds will be used to pay for the actual expenses of operating, administering and marketing CATA Rural Services. The amount of $119,044 will be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County’s 2017 Fiscal Year.

OTHER CONSIDERATIONS
N/A

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE AGREEMENT WITH THE CAPITAL AREA TRANSPORTATION AUTHORITY DATED JANUARY 1, 2016 THROUGH DECEMBER 31, 2020

WHEREAS, an agreement was authorized with the Capital Area Transportation Authority for the period ending December 31, 2020; and

WHEREAS, in August 2010, the electorate approved a countywide public transportation millage level of 48/100 (.48) of one mill to be used for the purpose of funding a transportation system to be used primarily by elderly and disabled persons in Ingham County; and

WHEREAS, in August 2012, the electorate approved an additional 12/100 (.12) of one mill to ensure that the current level of service can still be provided; and

WHEREAS, the Board of Commissioners envisioned that the revenues generated as a result of the millage levy would be turned over to the Capital Area Transportation Authority and be used to provide the transportation service.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves an amendment to the agreement with the Capital Area Transportation Authority (CATA) which authorizes the County to pay CATA the expenses incurred for providing a public transportation system to be used primarily by elderly and disabled persons in Ingham County from revenue generated as a result of the countywide public transportation millage.

BE IT FURTHER RESOLVED, that for the period October 1, 2016 through September 30, 2017 the County shall reimburse CATA as set forth in the attached Scope of Services.

BE IT FURTHER RESOLVED, the Chairperson of the Board and the County Clerk are hereby authorized to sign the appropriate agreements and documents necessary to implement the above, subject to approval as to form by the County Attorney.
EXHIBIT “A”

SCOPE OF SERVICES

For October 1, 2016, through September 30, 2017

CATA shall carry out the following activities with respect to small bus transportation primarily serving elderly and disabled residents of Ingham County:

1. Take all reasonable steps to improve the quality of small bus service primarily serving the elderly and residents with disabilities of Ingham County. CATA shall constantly strive to develop methods to provide such services in more cost efficient ways.

2. Manage and operate the small bus system commonly known as CATA Rural Services (CRS), providing a minimum of 79 hours per day of service to the residents of Ingham County who reside outside of the boundaries of the urbanized area. Service shall be provided in conformity with the requirements of the state and federal grants received for the operation of the service. A maximum of $747,452 of the funds received under this agreement shall be used to pay for the actual expenses of operating, administering and marketing CATA Rural Services.

3. Continue to operate service for persons with disabilities, known as CATA Spec-Tran, providing at a minimum the level of service in effect on October 1, 1988, to residents of Ingham County who reside within the boundaries of the urbanized area and who further qualify for this specialized service by nature of their mobility-related disabilities. Services shall be provided in conformity with state and federal requirements and grants received for the operation of the service. A maximum of $3,307,431 of the funds received under this Agreement shall be used to pay the actual expenses of operating, administering and marketing Spec-Tran.

4. The amount of $119,044 shall be retained by the County for the operation of a vehicle used to transport area veterans to VA Hospitals in the region in the County’s 2017 Fiscal Year. CATA has no responsibility for this service and does not participate in its operation or funding.

5. Effective January 9, 2017, CATA will no longer operate the Williamston Redi Ride and Williamston-Webberville Connector services due to low demand. Customers who wish to travel in and around Williamston and Webberville will be served by CATA Rural Service (CRS).
MEMORANDUM

TO: Human Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: August 5, 2016

SUBJECT: Resolution Amending Resolution #16-338 to Authorize an Additional Supplemental Appropriation to the Department of Health and Human Services 2016 Child Care Fund Budget For the meeting agendas of August 15 and August 17

BACKGROUND
This resolution authorizes an additional appropriation to Ingham County Department of Health and Human Services (DHHS) to cover a shortfall in the Child Care Fund due to an unexpected increase in the number of children in residential placements.

ALTERNATIVES
N/A

FINANCIAL IMPACT
This resolution increases the DHHS 2016 Child Care Fund budget appropriation by an additional $100,000 by authorizing the transfer $50,000 from the 2016 Contingency Fund and amending the 2016 DHHS budget by increasing it in total by $100,000 to include a match from the State of Michigan, in the amount of $50,000 in accordance with this resolution.

OTHER CONSIDERATIONS
N/A.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution.
Resolved: That the Ingham County Board of Commissioners authorizes an increase in the DHHS 2016 Child Care Fund budget appropriation by an additional $100,000.

BE IT FURTHER RESOLVED, that the Controller is directed to transfer $50,000 from the 2016 Contingency Fund and amend the 2016 DHHS budget by increasing it in total by $100,000 to include a match from the State of Michigan, in the amount of $50,000 in accordance with this resolution.

BE IT FURTHER RESOLVED, that the DHHS shall continue to monitor institutional care placement costs as part of its efforts to stay within budget prior to any further appropriations being made for this purpose.
TO: Board of Commissioners, Human Services, County Services and Finance Committees  
FROM: Rick Terrill, Facilities Director  
DATE: August 2, 2016  
SUBJECT: Amend Resolution #16-267, RNA Facilities Management for janitorial services  
For the meeting agendas of: August 15, 16 & 17  

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

ALTERNATIVES  
There are no alternatives for this project.  

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

OTHER CONSIDERATIONS  
There are no other considerations for this project.  

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.
TO:       Board of Commissioners Human Services and Finance Committees
FROM:    Linda S. Vail, MPA, Health Officer
DATE:    July 22, 2016
SUBJECT: Early Head Start Agreement with Capital Area Community Services
For the meeting agendas of August 15 and August 17, 2016

BACKGROUND

The Early Head Start (EHS) home visiting model is a federally recognized, evidence-based approach to working with at-risk families in our community. As a school readiness program, it provides opportunities for families to prepare their children for both preschool Head Start and elementary school.

Capital Area Community Services (CACS) has contracted with the Ingham County Health Department (ICHD) to deliver EHS home visiting services since 2002. EHS provides services to pregnant women through the child’s entrance into preschool and focuses on school readiness, positive health outcomes, and ensuring that families are connected to services throughout the community.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The agreement with CACS provides up to $126,500.00 to ICHD for the provision of EHS home visiting services. ICHD also agrees to provide, as a non-federal share, an in-kind match in an amount of at least $31,625.00. The required match is derived from staff wages and benefits, indirect, facilities, advisory committee participation, and parent participation. These funds have been included in 2016-2017 budget.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize the EHS home visiting services agreement between ICHD and CACS for the period of August 1, 2016 through July 31, 2017.
Introducing the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH CAPITAL AREA COMMUNITY SERVICES TO SERVE EARLY HEAD START CHILDREN THROUGH THE FAMILY OUTREACH SERVICES PROGRAM

WHEREAS, Capital Area Community Services (CACS) manages the Early Head Start (EHS) Program to provide education and support to at-risk families with children from birth through the child’s third year of life; and

WHEREAS, since 2002 CACS has contracted with the Ingham County Health Department (ICHD) to incorporate a home visiting outreach component to the programming through Family Outreach Services (FOS); and

WHEREAS, CACS has proposed to continue the services for the period of August 1, 2016 to July 31, 2017 and ICHD has agreed to continue such programming as part of its FOS; and

WHEREAS, the Health Officer has advised that the CACS agreement is anticipated in the 2017 Budget and has recommended that the Board of Commissioners authorize the continuation of the agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with CACS to provide home visiting outreach services to support the EHS Program.

BE IT FURTHER RESOLVED, that the period of the agreement will be August 1, 2016 to July 31, 2017.

BE IT FURTHER RESOLVED, under the agreement, CACS will provide ICHD with up to $126,500.00 and ICHD will provide, as a non-federal share, an in-kind match in an amount of at least $31,625.00 which shall constitute staff wages and benefits, indirect, facilities, advisory committee participation and parent participation.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO:   Board of Commissioners Finance and Human Services Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 25, 2016
SUBJECT: FY 16 CPBC Amendment # 5
For the meeting agendas of August 15 and 17, 2016

BACKGROUND

The Ingham County Health Department (ICHD) currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The Comprehensive Agreement is the annual process whereby MDHHS transmits State and Federal Funds to Ingham County to support public health programs. The Board of Commissioners authorized the 2015-2016 Agreement in Resolution #15-413, Amendment #1 in Resolution 15-479, Amendment #2 in Resolution 16-048 and Amendment # 3 in Resolution 16-146 and Amendment # 4 in Resolution 16-272.

ALTERNATIVES

There are no viable alternatives for this project

FINANCIAL IMPACT

The financial impact of this amendment will increase the agreement for Comprehensive Local Health Services from $5,376,168 to $5,451,699 and increase of $75,531. The amendment makes the following specific changes to the budget:

- BCCCP Coordination: increase of $6,500 from $232,375 to $238,875
- Family Planning Services: increase of $30,000 from $269,392 to $299,392
- Michigan Colorectal Cancer Screening Program: increase of $10,000 from $10,000 to $20,000
- Nurse Family Partnership Services: increase of $2,450 from $505,300 to $507,750
- WISEWOMEN: increase of $265 from $49,550 to $49,815
- Public Health Emergency Preparedness (PHEP): increase of $938 from $35,295 to $36,233
- Sexually Transmitted Disease (STD) Control: increase of $18,960 from $34,230 to $53,190
- TB Control: increase of $6,418 from $14,713 to $21,131

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support Amendment # 5 with MDHHS.
RESOLUTION TO AUTHORIZE AMENDMENT #5 TO THE 2015-2016 COMPREHENSIVE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, Michigan Department of Health and Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibility of each party in protecting public health; and

WHEREAS, the MDHHS and Ingham County Health Department (ICHD) have entered into a 2015-2016 Agreement authorized in Resolution #15-413, and Amendment #1 in Resolution 15-479, and Amendment #2 in Resolution 16-048, and Amendment #3 in Resolution 16-146, and Amendment #4 in Resolution 16-272; and

WHEREAS, the MDHHS has proposed amendment #5 to the current Agreement to adjust grant funding levels and clarify Agreement procedures; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the Amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment #5 to the 2015-2016 Comprehensive Agreement with MDHHS.

BE IT FURTHER RESOLVED, that the total amount of Comprehensive Agreement funding shall increase from $5,376,168 to $5,451,699, an increase of $75,531.

BE IT FURTHER RESOLVED, that the increase consists of the following specific changes to program budgets:

- BCCCP Coordination: increase of $6,500 from $232,375 to $238,875
- Family Planning Services: increase of $30,000 from $269,392 to $299,392
- Michigan Colorectal Cancer Screening Program: increase of $10,000 from $10,000 to $20,000
- Nurse Family Partnership Services: increase of $2,450 from $505,300 to $507,750
- WISEWOMEN: increase of $265 from $49,550 to $49,815
- Public Health Emergency Preparedness (PHEP): increase of $938 from $35,295 to $36,233
- Sexually Transmitted Disease (STD) Control: increase of $18,960 from $34,230 to $53,190
- TB Control: increase of $6,418 from $14,713 to $21,131

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, is authorized to submit Amendment #5 of the 2015-2016 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.
BE IT FURTHER RESOLVED, that the Controller is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO:            Board of Commissioners Human Services & Finance Committees
FROM:         Linda S. Vail, MPA, Health Officer
DATE:         July 29, 2016
SUBJECT:      Fiduciary Agreements for the Genesee Children’s Healthcare Access Program
              For the meeting agendas of August 15 and 17, 2016

BACKGROUND

The Greater Flint Health Organization (GFHO) currently administers the Genesee Children’s Healthcare Access Program (Genesee CHAP), a pediatric medical home implementation program. Genesee CHAP coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible. Genesee CHAP provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services. Sustainability for these services is dependent upon receiving Medicaid Outreach matching funds.

Ingham County Health Department (ICHD) will enter into agreements with the United Way of Genesee County (UWGC) and with GFHO to facilitate a Medicaid match for Genesee CHAP. As the fiduciary/payee of the UWGC funds, ICHD will:

1. Receive funds from UWGC up to $300,000 on behalf of Genesee CHAP.
2. Set up a system to provide an initial payment to Genesee CHAP and subsequent reimbursement of costs.
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds.
4. Perform on site, quarterly sub-recipient monitoring of Genesee CHAP.
5. Forward any required reports as provided by Genesee CHAP.

Genesee CHAP will:

1. Provide quarterly financial reports of all expenses as provided by their third party accounting firm.
2. Provide quarterly reports for Medicaid Outreach.
3. Provide any and all programmatic reports to be sent to UWGC.
4. Keep ICHD up-to-date on any changes in funding.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Under these agreements, ICHD will receive funds of up to $300,000 from UWGC and retain an administrative fee in the amount not to exceed 11.38% of the total funds received. The contract period of each agreement will be from July 1, 2016 through September 30, 2017.
OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support entering into an agreement to accept funds from UWGC in an amount up to $300,000 and an agreement with GFHO on behalf of Genesee CHAP for ICHD to act as their fiduciary/payee for the period of July 1, 2016 through September 30, 2017.
Agenda Item 12c

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT FUNDING FROM MICHIGAN ASSOCIATION OF UNITED WAYS AND TO ACT AS THE FIDUCIARY/PAYEE FOR THE GENESEE CHILDREN’S HEALTHCARE ACCESS PROGRAM

WHEREAS, the Greater Flint Health Organization (GFHO) currently administers the Genesee Children’s Healthcare Access Program (Genesee CHAP), a pediatric medical home implementation program that coordinates an integrated system of early childhood support services that are voluntary, accessible, and culturally competent to families with children who are on Medicaid or are Medicaid eligible; and

WHEREAS, the United Way of Genesee County (UWGC) has awarded Genesee CHAP up to $300,000 to provide these services, and Genesee CHAP has requested that ICHD be the fiduciary/payee for UWGC; and

WHEREAS, as the fiduciary/payee of the UWGC funds, Ingham County Health Department (ICHD) will:

1. Receive funds from UWGC up to $300,000 on behalf of Genesee CHAP.
2. Set up a system to provide an initial payment to Genesee CHAP and subsequent reimbursement of costs.
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds.
4. Perform on site, quarterly sub-recipient monitoring of Genesee CHAP.
5. Forward any required reports as provided by Genesee CHAP.

WHEREAS, Genesee CHAP will:

1. Provide quarterly financial reports of all expenses as provided by their third party accounting firm.
2. Provide quarterly reports for Medicaid Outreach.
3. Provide any and all programmatic reports to be sent to UWGC.
4. Keep the ICHD up-to-date on any changes in funding.

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize entering into an agreement to accept funds from UWGC in an amount up to $300,000 and an agreement with GFHO on behalf of Genesee CHAP for ICHD to act as their fiduciary/payee for the period of July 1, 2016 through September 30, 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement to accept funds from UWGC in an amount up to $300,000 and an agreement with GFHO on behalf Genesee CHAP for ICHD to act as their fiduciary/payee for the period of July 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, ICHD will retain an administrative fee in the amount not to exceed 11.38% of the total funds received during the duration of each fiduciary agreement.
BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Controller is authorized to make any necessary budget adjustments consistent with this resolution.
Agenda Item 12d

TO: Board of Commissioners Finance and Human Services Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 28, 2016
SUBJECT: Agreement with Graphic Sciences, Inc.
For the meeting agendas of August 15 and 17, 2016

BACKGROUND

The Ingham Community Health Department (ICHD) currently has approximately 7,700 cubic feet of files stored at Iron Mountain, Inc. ICHD and Iron Mountain, Inc. have not been able to agree on acceptable contract terms related to these services. ICHD has determined to seek a different vendor to provide for the storage of files in a secure environment. ICHD has reviewed other vendors to provide this service and Graphic Sciences, Inc. has been selected to provide these services.

ALTERNATIVES

There are no viable alternatives for this project

FINANCIAL IMPACT

The proposed annual cost of this agreement shall not exceed $24,000. The proposed costs are based on $.288 per box at $1850 per month and $6.30 per file requested. This per file fee includes locating, removing and re-filing the requested document. In addition the cost to remove, transport and catalog the files at Graphic Science, Inc. is estimated at approximately $11,500. The funds for the annual cost of this agreement are included in the FY 17 County Budget.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into agreement with Graphic Sciences, Inc.
Agenda Item 12d

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH GRAPHIC SCIENCES, INC. FOR THE TRANSPORT, STORAGE AND RETRIEVAL OF HEALTH DEPARTMENT FILES

WHEREAS, approximately 7,700 cubic feet of Ingham County Health Department (ICHD) files are currently stored at Iron Mountain, Inc.; and

WHEREAS, ICHD and Iron Mountain, Inc. have not been able to agree to acceptable contract terms related to these services; and

WHEREAS, Graphic Sciences Inc. was determined to be the best external storage solution to store files in a secure environment; and

WHEREAS, Graphic Sciences, Inc. is a current vendor through the State of Michigan MiDeal Extended Purchasing program for digital imaging, microfilming and storage services (contract number 071B3200035, effect date of contract through 11/30/17); and

WHEREAS, the Purchasing Director has confirmed that Graphic Sciences, Inc. is exempt from the County’s purchasing policy requiring a RFP or other competitive bidding; and

WHEREAS, Graphic Sciences, Inc. has estimated the costs to store files will be $1,850 per month and $6.30 per filed requested; and

WHEREAS, the costs of these services are not to exceed $24,000 which will include monthly storage fees and file retrieval and re-file fees and will be for a one year period; and

WHEREAS, the costs for the storage of documents is included in the FY 17 Ingham County Health Department budget; and

WHEREAS, Graphic Sciences, Inc. has estimated an additional one-time cost of approximately $11,500 to remove, transport and catalog the files; and

WHEREAS, the Health Officer recommends that the Board of Commissioners to authorize a one year contract between Graphic Sciences, Inc. for the transport, storage and retrieval of files; and

WHEREAS, the Health Officer recommends the Board of Commissioners to authorize an agreement with Graphic Sciences, Inc. in an amount not to exceed $11,500 for the removal, transport and cataloging of files at Graphic Sciences, Inc.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a one year contract between Ingham County and Graphic Sciences, Inc. in an amount not to exceed $24,000 for the transport, storage and retrieval of files effective the date of execution.
BE IT FURTHER RESOLVED, the agreement between Ingham County and Graphic Sciences Inc. contains a one-time cost not to exceed $11,500 for the removal, transport and cataloging of files at Graphic Sciences, Inc.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.
TO:       Board of Commissioners Finance and Human Services Committee
FROM:    Linda S. Vail, MPA, Health Officer
DATE:    July 28, 2016
SUBJECT: Agreement with NextGen Healthcare
         For the meeting agendas of August 15 and 17, 2016

BACKGROUND

The Ingham County Health Department Community Health Centers’ (ICHD CHCs) Federally Qualified Health Centers (FQHCs) must continuously adhere to 19 Key Health Center Program Requirements through its agreement with Health Resources and Services Administration (HRSA). One of these key requirements is to maximize collections and reimbursement for services.

The Billing and Reporting Unit, within the ICHD CHCs, currently prints and mails patient statements for outstanding accounts. This is a request to enter into an agreement with NextGen Healthcare, our current Enterprise Practice Management/Electronic Health Records (EPM/EHR) vendor, to perform this function at a decreased cost. This is a month-to-month agreement that may be cancelled at any time per our request.

ALTERNATIVES

There are no viable alternatives for this project

FINANCIAL IMPACT

The costs of this agreement shall not exceed $12,000 annually and will be covered by funds already allocated in the current year budget. Based on current statement volumes, the cost would be $.071/statement sent through the United States Postal Service. Current in-house cost for this service is .912/statement. This agreement would result in an annual savings in excess of $3,500 based on fiscal year 2015 patient statement volume.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into agreement with NextGen Healthcare.
INTRODUCED BY THE HUMAN SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH NEXTGEN HEALTHCARE TO PROCESS PATIENT STATEMENTS

WHEREAS, the Ingham County Health Department Community Health Centers (ICHD CHCs) receives Health Resources and Services Administration (HRSA) funding for the operation of its Federally Qualified Health Centers; and

WHEREAS, HRSA requires Federally Qualified Health Centers (FQHC) to maximize collections and reimbursement for services; and

WHEREAS, ICHD CHCs currently send patients statements for services, per ICHD CHC’s Financial Policies, in an effort to maximize reimbursement; and

WHEREAS, the decision was made to contract with NextGen Healthcare, our current Enterprise Practice Management/Electronic Health Records (EPM/HER) vendor, for processing patient statements as a time saving and cost reduction effort; and

WHEREAS, the cost for processing paper patient statements will be $0.71 per statement, based on current volume; and

WHEREAS, the funds to pay for this contract, not to exceed $12,000 annually, will come from funds allocated within the current budget; and

WHEREAS, this is a month-to-month agreement that may be cancelled at any time per our request; and

WHEREAS, the Health Officer recommends the Board of Commissioners authorize an agreement with NextGen Healthcare to process patient statements.

THEREFORE BE IT RESOLVED, that the Board of Commissioners a month-to-month agreement with NextGen Healthcare for the provision of processing patient statements in an amount not to exceed $12,000 annually.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO: Board of Commissioners Human Services and Finance Committee
FROM: Linda S. Vail, Health Officer
DATE: July 28, 2016
SUBJECT: Authorize Subcontract with Packard Health System for Wisewoman/Wise Choices Programming
For the meeting agenda of August 15 and 17, 2016

BACKGROUND
The Michigan Department of Health and Human Services (MDHHS) Cancer Prevention & Control Section has provided funding through the Comprehensive Planning, Budgeting, & Contracting (CPBC) agreement to the Health Promotion and Prevention Division of the Ingham County Health Department (ICHD). This funding will be used to implement programs focused on chronic disease risk factor screening, preventative health education, and support for healthy lifestyle changes.

MDHHS has provided $76,500 in funding for the Breast and Cervical Cancer Control Navigation Program (BCCCNP) to assist with efforts to enhance outreach and patient navigation. MDHHS has also provided $49,000 for ICHD to serve as a local coordinating agency for implementation of the Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) program in Ingham and Washtenaw Counties and for implementation of the Well-Integrated Screening Evaluation (WISE) Choices program in Washtenaw County. As the local coordinating agency, ICHD will provide program oversight, coordination, and support.

Additionally, MDHHS has provided $21,000 for ICHD to administer the Michigan Colorectal Cancer Early Detection Program (MCRCEDP) which provides outreach and colorectal cancer education, individualized risk assessment, and screening to eligible, low income, 50-64 year old men and women living in 26 Michigan counties.

In order to fulfill program functions and requirements ICHD will need to hire a temporary Project Specialist and subcontract with several organizations; specific contract agencies and amounts are listed below in the “Financial Impact” section. The cost of the temporary Project Specialist will be covered by the BCCCNP and the MCRCEDP funds.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
ICHD proposes the following:

- Hiring a 1.0 FTE temporary BCCCNP Project Specialist position from August 24, 2016 to September 30, 2016. Total compensation for this position will not exceed $5,000. This position will be responsible for coordinating BCCCNP and WISEWOMAN outreach efforts and will assist with the development of minimum program requirements for MCRCEDP.
• A subcontract with Packard Health System for MDHHS funding of up to $19,765 in FY 2016 and up to $20,000 in FY 2017 (up to $39,765 total) to implement and provide WISEWOMAN/ WISE Choices Programming. This subcontract would be in effect from August 1, 2016 through September 30, 2017.

• Agreements with MCRCEDP participating providers for the delivery of colorectal cancer screening and diagnostic services. These agreements allow providers to bill MDHHS for these services after enrollment by ICHD. These service agreements would be in effect from November 1, 2016 through September 30, 2017.

• A subcontract with Redhead Design for up to $34,000 to provide a media campaign including marketing materials and printing for BCCCNP, WISEWOMAN, and MCRCEDP. This subcontract would be in effect from August 1, 2016 through September 30, 2016.

• Subcontracts with four local churches for up to $1,000 per church to organize outreach activities and pay for the use of space and necessary items to conduct those outreach activities. The churches to be subcontracted with are Rivers of Life, Tabernacle of David, Trinity AME, and Union Missionary Baptist. These subcontracts would be in effect from August 1, 2016 through September 30, 2016.

• Subcontracts with MacDonald Broadcasting and Adams Outdoor Advertising for up to $2,000 each for a MCRCEDP awareness campaign. These subcontracts would be in effect from August 1, 2016, through September 30, 2016.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of hiring a temporary BCCCNP Project Specialist and authorization to contract with the agencies listed above in the “Financial Impact” section for the amounts and terms specified.
 Agenda Item 12f

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SUBCONTRACT WITH PACKARD HEALTH SYSTEM TO PROVIDE WISEWOMAN/WISE CHOICES PROGRAMMING

WHEREAS, the Michigan Department of Health and Human Services (MDHHS) Cancer Prevention & Control Section has provided funding through the Comprehensive Planning, Budgeting, & Contracting (CPBC) agreement to the Health Promotion and Prevention Division of the Ingham County Health Department (ICHD) to implement programs focused on chronic disease risk factor screening, preventative health education, and support for healthy lifestyle changes; and

WHEREAS, MDHHS has provided $76,500 in funding for the Breast and Cervical Cancer Control Navigation Program (BCCCNP) to assist with efforts to enhance outreach and patient navigation; and

WHEREAS, MDHHS has provided $49,000 for ICHD to serve as a local coordinating agency for implementation of the Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) program in Ingham and Washtenaw Counties and for implementation of the Well-Integrated Screening Evaluation (WISE) Choices program in Washtenaw County; and

WHEREAS, MDHHS has provided $21,000 for ICHD to administer the Michigan Colorectal Cancer Early Detection Program (MCRCEDP) which provides outreach and colorectal cancer education, individualized risk assessment, and screening to eligible, low income, 50-64 year old men and women living in 26 Michigan counties; and

WHEREAS, in order to fulfill program functions and requirements ICHD proposes the following:

- Hiring a 1.0 FTE temporary BCCCNP Project Specialist position from August 24, 2016 to September 30, 2016. Total compensation for this position will not exceed $5,000. This position will be responsible for coordinating BCCCNP and WISEWOMAN outreach efforts and will assist with the development of minimum program requirements for MCRCEDP.
- A subcontract with Packard Health System for MDHHS funding of up to $19,765 in FY 2016 and up to $20,000 in FY 2017 (up to $39,765 total) to implement and provide WISEWOMAN/WISE Choices Programing. This subcontract would be in effect from August 1, 2016 through September 30, 2017.
- Agreements with MCRCEDP participating providers for the delivery of colorectal cancer screening and diagnostic services. These agreements allow providers to bill MDHHS for these services after enrollment by ICHD. These service agreements would be in effect from November 1, 2016 through September 30, 2017.
- A subcontract with Redhead Design for up to $34,000 to provide a media campaign including marketing materials and printing for BCCCNP, WISEWOMAN, and MCRCEDP. This subcontract would be in effect from August 1, 2016 through September 30, 2016.
- Subcontracts with four local churches for up to $1,000 per church to organize outreach activities and pay for the use of space and necessary items to conduct those outreach activities. The churches to be subcontracted with are Rivers of Life, Tabernacle of David, Trinity AME, and Union Missionary Baptist. These subcontracts would be in effect from August 1, 2016 through September 30, 2016.
- Subcontracts with MacDonald Broadcasting and Adams Outdoor Advertising for up to $2,000 each for a MCRCEDP awareness campaign. These subcontracts would be in effect from August 1, 2016, through September 30, 2016.

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize hiring a temporary BCCCNP Project Specialist and contracts with the agencies listed above for the amounts and terms specified.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize the following:

- Hiring a 1.0 FTE temporary BCCCNP Project Specialist position from August 24, 2016 to September 30, 2016. Total compensation for this position will not exceed $5,000. This position will be responsible for coordinating BCCCNP and WISEWOMAN outreach efforts and will assist with the development of minimum program requirements for MCRCEDP.
- A subcontract with Packard Health System for MDHHS funding of up to $19,765 in FY 2016 and up to $20,000 in FY 2017 (up to $39,765 total) to implement and provide WISEWOMAN/WISE Choices Programing. This subcontract would be in effect from August 1, 2016 through September 30, 2017.
- Agreements with MCRCEDP participating providers for the delivery of colorectal cancer screening and diagnostic services. These agreements allow providers to bill MDHHS for these services after enrollment by ICHD. These service agreements would be in effect from November 1, 2016 through September 30, 2017.
- A subcontract with Redhead Design for up to $34,000 to provide a media campaign including marketing materials and printing for BCCCNP, WISEWOMAN, and MCRCEDP. This subcontract would be in effect from August 1, 2016 through September 30, 2016.
- Subcontracts with four local churches for up to $1,000 per church to organize outreach activities and pay for the use of space and necessary items to conduct those outreach activities. The churches to be subcontracted with are Rivers of Life, Tabernacle of David, Trinity AME, and Union Missionary Baptist. These subcontracts would be in effect from August 1, 2016 through September 30, 2016.
- Subcontracts with MacDonald Broadcasting and Adams Outdoor Advertising for up to $2,000 each for a MCRCEDP awareness campaign. These subcontracts would be in effect from August 1, 2016, through September 30, 2016.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.
TO:    Board of Commissioners, County Services, & Finance Committees
FROM:  Deb Fett, CIO
DATE:  6/28/2016
SUBJECT: Renewal of the MUNIS support
        For the meeting agendas of 7/19/2016, 7/20/2016, and 7/28/2016

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

ALTERNATIVES
There are no alternatives.

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

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

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution for Tyler Technologies in the amount of $157,533.78.
System Agreement

between

MUNIS, Inc.

370 U. S. Route 1

Falmouth, Maine 04105

and

Ingham County

121 E. Maple St.

Mason, MI 48854-3019
AGREEMENT

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

MUNIS and Client agree as follows:

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

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

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

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

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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: ____________________________
Date: ____________________________

Client: ____________________________
By: ____________________________
Date: ____________________________

By: ____________________________
Date: ____________________________

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

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

**RFP #**

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

---

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

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<td>Freight for DD Stock</td>
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**Total Hardware & System Software**: $20,721

<table>
<thead>
<tr>
<th>Model #</th>
<th>Qty</th>
<th>Description</th>
<th>Price/EA</th>
<th>Price Ext</th>
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<th>MA Extend</th>
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<tr>
<td>OSDBA</td>
<td>1</td>
<td>Operating System / Database Support (first annual charge)</td>
<td>$0</td>
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**OS/Database Services**: $0

### Other Professional Services

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<th>Model #</th>
<th>Qty</th>
<th>Description</th>
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<tr>
<td>VPN</td>
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<td>VPN Device Installation and Configuration</td>
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<td>ADMIN</td>
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<td>MCG</td>
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<td>MUNIS Consulting Group</td>
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<tr>
<td>MCG</td>
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<td>Policy &amp; Procedure Review/Best Practices</td>
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<td>MCG</td>
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<td>Policy &amp; Procedure Manuals</td>
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<td>FORMUNIS</td>
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<td>ForMUNIS Finance Forms Library</td>
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<td>WRKFLW</td>
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<td>MUNIS Workflow Consulting Days</td>
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<td>WRKFLW</td>
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<td>MUNIS Workflow Implementation Days</td>
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**Total Other**: $90,500
### Conversion Options And Prices

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<th>Options</th>
<th>AC-G</th>
<th>FA-G</th>
<th>PR-D</th>
<th>Conv Price</th>
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<tbody>
<tr>
<td>2. GL Opt B:</td>
<td>Budget up to 3 yrs</td>
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<td></td>
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<tr>
<td>3. Std AP: AP</td>
<td>Vendors, Remittance Addresses, 1099 Amounts</td>
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<td>4. AP Opt A:</td>
<td>Check History (Header, Detail)</td>
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<td>5. AP Opt B:</td>
<td>Invoices (Header, Detail)</td>
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<td>Std</td>
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<td>3</td>
<td>$1,800</td>
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<td>7</td>
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### SUMMARY

<table>
<thead>
<tr>
<th>Feature</th>
<th>Fees</th>
<th>Maintenance</th>
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<tr>
<td>Total Application Software</td>
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<td>$73,313</td>
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<tr>
<td>Total Hardware &amp; System Software</td>
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<td>$3,300</td>
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<tr>
<td>OS/Database Services</td>
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<td>Total Consulting</td>
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<td>Total Implementation/Training</td>
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<td>Total Conversion</td>
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<tr>
<td>Total Other</td>
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<tr>
<td><strong>Total Charges</strong></td>
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**Total Quote**: $643,716 plus Annual Support/Maintenance $87,613

---

### Optional Items

<table>
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<tr>
<th>Description</th>
<th>Price</th>
<th>MA</th>
<th>Consulting Days</th>
<th>Implementation Days</th>
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<td>Timekeeper Interface</td>
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<td>1</td>
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<tr>
<td>Pension Tracking</td>
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<td>BS&amp;A Equalizer Interface</td>
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<tr>
<td>Work Orders/Job Cost</td>
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<td>$7200</td>
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<td>Inventory</td>
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<td>$6840</td>
<td>2</td>
<td>5</td>
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<tr>
<td>Treasury Management</td>
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<td>5</td>
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<td>Business License</td>
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<tr>
<td>Decision Support System Web Portal</td>
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<td>5</td>
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<td>Contingency</td>
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<td>Permits &amp; Code Enforcement</td>
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<tr>
<td>Disaster Recovery Services</td>
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<tr>
<td>Cash Collection Station</td>
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<td>$200</td>
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MUNIS Optional Item Prices will be held firm for a period of 180 days after contract signing. Third party products will be priced as of the time of order.
General Payment Terms

1. Client will pay to MUNIS an initial deposit upon execution of this Agreement that equals 25% of the Application and System Software License Fees, 25% of the Application Software and System Software Maintenance Fees, and 25% of the Third Party Product Maintenance Fees.

2. Client will pay a 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 live processing. In no case shall this period exceed sixty (60) days after delivery.

4. Services shall be billed as delivered plus expenses and are due and payable net 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, non-assignable 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 or 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 billed charges to Client. Advance written notice of any such transfer shall be provided to MUNIS.

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

f) The software products may be modified, but such modification shall be for the use on Client's system and shall not cause Client or anyone performing such modification to gain any proprietary or other interest in the software products or such modifications. Client shall not perform decompilation, disassembly, translation or reverse engineering on the software products. If Client has made modifications to the software products, MUNIS will not support or correct errors in the modified software products. MUNIS shall not support or correct errors in the modified software products. MUNIS shall not support or correct errors in the modified software products. MUNIS shall not support or correct errors in the modified software products.

g) Client may make copies of the software products for archive purposes only. Client will repeat any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

h) The terms 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 for the annual fee for escrow services. Any escrow account is subject to the terms and conditions of the escrow agreement with the Escrow Services Company.

2) License Fees.

a) Client and MUNIS agree to accept 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 explanation of the amount 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 the amount actually in dispute until MUNIS provides the required written response, and full payment shall be remitted to MUNIS upon MUNIS' resolution 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 before the Client has not completed the action steps required of Client, MUNIS shall pay Client 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, this Software License Agreement, the Professional Services Agreement, the Maintenance Agreement and, if applicable, the Third Party Product Agreement.
3) **Verification of the Software Products:**

   a) At the Client's request, within thirty (30) days after the software products have been installed on Client's systems, MUNIS will test the software products in accordance with MUNIS standard verification 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 of 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's own defined internal validation process to test the software to conform to all of the functions identified in Exhibit 1 of this Software License Agreement, which validation test shall constitute Client's verification of 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 herein, Client's use of the software products for its intended purpose shall constitute Client's verification of the software products, without exception and for all purposes.

   d) Verification or validation that the software products substantially comply with MUNIS user manuals for the most current version of the software products and functional descriptions of the software found in MUNIS written proposal to Client by Client shall be final and conclusive except for latent defects, fraud, and such other 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 incomplete, pursuant to this paragraph, Client's sole right and remedy against MUNIS shall be to require MUNIS to correct the cause thereof.

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

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

5) **Limited Warranty:** MUNIS warrants that it has, and will, deliver the MUNIS Software Products substantially conform to the then current version of its published Documentation. If the Software Products do not conform to the warranty, MUNIS's obligation will be to use reasonable efforts, consistent with industry standards, to cure the defect. Said corrections will be made in accordance with the Support Agreement and have not been deemed a breach of the agreement, the Software Products shall be returned to Client. This warranty is in lieu of 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 claim or proceeding brought against Client and from any cost damages and expenses finally awarded against Client which arise as a result of any claim that is based on an assertion that Client's use of the software products under this Software License Agreement constitutes an infringement of any United States patent, copyright, or trademark provided that Client notifies MUNIS promptly of any 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 use by Client is enjoined, MUNIS shall, at its election: (1) procure for Client the right to continue use of the software products; (2) modify or replace the software products so that it becomes non-infringing; or, (3) if procurement of the right to use or modification or replacement cannot be completed by MUNIS, terminate the license for the infringing software product, and upon termination, refund the license fees paid for the infringing software product as depreciated on a straight-line basis over a period of seven (7) years with such depreciation to commence on the execution of this Agreement. MUNIS shall have no liability hereunder if Client modified the software products in any manner without the prior written consent of MUNIS and such modification is determined by a court of competent jurisdiction to be a contributing cause of the infringement or if the infringement would have been prevented by Client's use of the most current version of the software products. Furthermore, MUNIS's entire liability and Client's exclusive remedy with respect to any claims of infringement of any copyright, patent, trademark, or any property interest rights by the software products, any part thereof, or use thereof.

   b) **The Rights and Remedies Set Forth in This Software License Agreement Are Exclusive and in Lieu of All Other Rights and Remedies or Warranties Expressly or Statutorily, 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's 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 circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Software License Agreement or the application of such term or provision to persons or circumstances other than those 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 enforce 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 Client's existing data as set forth in the Investment Summary;

c) Training/Implementation as described in the Investment Summary;

d) Consulting/Analysis as structured in the Investment Summary; and

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

2) Professional Services Fees.

a) Notwithstanding specific prices as 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 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 or include 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’s then current market rate for the service as they are incurred.

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

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

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

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

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

9) Entire Agreement.

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

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

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

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

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

2) **Term of Agreement.** This Maintenance Agreement is effective as of the effective date listed on the cover of this Agreement and shall remain in force for 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 as established by MUNIS.

3) **Payment.**
   a) Client agrees to pay MUNIS the amount identified in the Investment Summary for licensing and support services, as described below. The annual amount identified in the Investment Summary shall be reduced 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.

4) **Terms and Conditions for Licensing of the Installed Software Products.**
   a) Client 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 a current Maintenance Agreement is in place, this License may be transferred to another hardware system used for the benefit of Client. Client agrees to notify MUNIS prior to transferring the licensed products to any other system. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Client.
   d) Client agrees that the software products are proprietary to MUNIS and have been developed as a trade secret at MUNIS' expense. Client agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the software products or accompanying documentation.
   e) The software products may be modified but such modification shall be only for the use on the Client's System for which the software products are licensed and shall not cause the Client or anyone performing such modification to gain any proprietary or other interest in the software products. If Client has made modifications to the software products, MUNIS will not support the modified software products, unless modifications were specifically authorized in writing by MUNIS.
   f) Client may make copies of the licensed software products for archive purposes only. The Client will replace 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 functions of 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 make such corrections, unless modifications were specifically authorized in writing by MUNIS.

5) **Terms and Conditions for Support.**
   a) MUNIS shall provide software-related telephone support to the Client. Phone calls will be accepted by support personnel during MUNIS' normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday). Assistance and support requests which require special assistance from MUNIS' development group will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
   b) MUNIS will continue to maintain a master set of the current computer 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 provide 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 updates of the installed software products. In the case of system software updates, 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, Client shall cease to support the earlier version, and for the balance of the term, MUNIS shall support the update.
   f) MUNIS will not be responsible for any loss or damage caused by the failure of the software products to perform as expected.
   g) MUNIS will not be responsible for any loss or damage caused by the failure of the Client to perform maintenance on the software products.
   h) MUNIS will not be responsible for any loss or damage caused by the failure of the Client to perform maintenance on the hardware on which the software products are installed.

6) **Limitations and Exclusions.** The support and services of this Maintenance Agreement do not include the following:
   a) Support service does not include the installation of the software products, onsite support, application design, and other consulting services, support of an operating system or hardware, or any support requested outside of normal business hours.
b) Client shall be responsible for implementing at its expense, all changes to the current version. Client understands that changes furnished by MUNIS for the current version are for implementation in the current installed software products version as it exists without customization or client alteration.
7. Client Responsibilities.
   a) Client shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space, adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
   b) In the event Client uses the software products licensed herein on a UNIX platform, Client shall maintain for the duration of the Agreement an internet (TELNET) connection. In the event Client uses the software products licensed herein on a NT platform, Client shall maintain a dial up 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-sublicensable 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 billable 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 to any party of any or all of the third party software products or accompanying documentation.
   e. Client shall not perform decommissioning, disassembly, translation or other reverse engineering on the software products.
   f. Client may make copies of the software products for archival purposes only. Client will retain any proprietary notice on the copy of the software products. The documentation accompanying the software products may not be copied except for internal use.

3. Price. Client agrees to pay MUNIS and MUNIS agrees to accept from Client at payments in full for the third party products, the prices set forth in the Investment Summary at the following manner:
   a. Twenty-five percent (25%) of the price of all third party products listed in the Investment Summary upon execution of this Agreement; and
   b. The remaining balance of the price of each item delivered to Client upon delivery of each product.

4. 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 are allowed for the Client to provide written clarification and details for the disputed invoices. MUNIS shall provide a written response to Client that shall include either a clarification 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's 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.

5. 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 the Third Party Product Agreement.

   a. 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 MUNIS to Client 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.


7. Installation and Acceptance.
   a. Client, upon receipt of each third party product, shall be responsible for the 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.

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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 concerning 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 shall 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 superseded any prior agreements, understandings and representations, whether written, oral, expressed, implied or statutory. Client hereby acknowledges that 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 circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Third Party Product Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Third Party Product Agreement shall be valid and enforced to the fullest extent permitted by law.

   c) This Third Party Product Agreement may only be amended, modified or changed by written instrument signed by both parties.

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

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

By: Robert D. Townsend

Robert D. Townsend

Ingham County

Chairperson

Date: 3/29/01

Mike Bryant

County Clerk

Date: 3/29/01

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Addendum A

The following are modifications to the System Agreement:

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

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

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

2. Payment Terms. These payment terms supersede all payment terms specified in the Software License Agreement, Professional 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.

c. 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(e).

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 Acural Posting enhancement (Jack R.)"
   ▪ Email from Gary Dube to Rodney Taylor dated September 29, 2003 entitled "RE: more questions" (with attachments "Michigan Tax BS&A
Interface" and letter from Gary Dube to Rodney Taylor dated September 29, 2003)

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

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

d. MUNIS’ Proposal in response to Client’s Request for Proposal
e. Client’s Request for Proposal.

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

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

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

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

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

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

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

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

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

23. MUNIS shall maintain the insurance evidenced in the Certificate of Insurance attached hereto as Exhibit 5 for the duration of the project. The Insurance Carrier shall minimally meet the AM Best rating of A or A- (excel lent) 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 1531. Such termination will relieve MUNIS of its obligations to support the MUNIS software products as described in the Maintenance Agreement and Exhibit 2 – Support Call Process. If maintenance on MUNIS software products is discontinued and then re-commissioned, Client will pay the lesser of i) the cumulative maintenance fees Client would have paid had maintenance not been discontinued, or ii) the then-current annual maintenance fees being charged to new MUNIS clients.

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

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

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

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

31. In the event MUNIS or Client is deemed via formal notice to be i) non-performing, and/or ii) in breach of the Agreement, the following process may be invoked by a party in the sequence indicated after a reasonable period of time. This process takes precedence in the event of any inconsistency within the Contract Documents.

a. Client may withhold payment without penalty for services (including MUNIS Consulting Group services), modifications, MUNIS software products, and maintenance/support services relating to the nonperformance until such nonperformance is resolved to the parties' mutual satisfaction,

b. The parties' designated representatives shall meet, in person or via video conference or telephone, as mutually agreed by the parties,

c. Client shall require MUNIS to send appropriate staff to Client's site to resolve the nonperformance,

d. The parties by mutual agreement may elect to seek resolution by submitting to non-binding mediation to be held in Ingham County, Michigan, in accordance with the then-prevailing Mediation Rules of the American Arbitration Association.

e. The parties by mutual agreement may refer the matter in dispute to arbitration to be held in Ingham County, Michigan, in accordance with the then-prevailing rules of the American Arbitration Association. If MUNIS and Client mutually agree to arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law and any court having jurisdiction thereof.

f. The cost of mediation and/or arbitration shall be shared equally by Client and MUNIS. Each party shall be responsible for paying for its own attorney(s) and costs.
g. It is expressly understood and agreed that any agreement to submit a particular claim, dispute or matter to mediation or arbitration shall apply only to that claim, dispute or matter and shall not be binding upon any other claims, disputes or matters which may arise between MUNIS and Client.

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

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

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

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

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

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

36. MUNIS, as required by law and/or the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

MUNIS shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-
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(i) of the Maintenance Agreement on a “timely basis” depending on the nature of the request.

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

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

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

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

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

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

54. MUNIS will provide ForMUNIS products and services in accordance with Exhibit 11.
WHEREAS, Ingham County currently utilizes Tyler Technologies MUNIS Software as our county-wide Financial, Budget, Human Resource, and Purchasing application; and

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.
TO: Board of Commissioners, County Services Committee, and Finance Committee
FROM: Deb Fett, CIO
DATE: 6/30/2016
SUBJECT: Lynda.com Training renewal for County employees

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

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

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

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

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution for Lynda.com training in the amount of $7,500.00.
To Whom It May Concern:

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

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

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

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

lynda.com
805-477-3900

Best regards,

Laura Hansen
Legal Operations Specialist
<table>
<thead>
<tr>
<th>Options</th>
<th>Quote 1</th>
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<tbody>
<tr>
<td>Products and Services</td>
<td>Lynx.id Enterprise Academic &amp; Gov1</td>
</tr>
<tr>
<td>Subscription Terms</td>
<td>12 Months</td>
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<td>Total</td>
<td>USD 7,500.00</td>
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<td>List Total (Annual)</td>
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<td>Total Discounts</td>
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<td>Net Total (Annual)</td>
<td>USD 7,500.00 Annual</td>
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<td>Option Expiration Date</td>
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*Special pricing and discounts listed on this quote are only applicable to the products and services listed on this quote. Special pricing, discounts and terms are contingent upon executed LinkedIn Order Form and Agreement received.

This is not a final quote. Please request a LinkedIn Order Form for final pricing.

*Pricing and products will be prorated to the moment upon full execution of LinkedIn Order Form and Agreement

**Proposal does not include taxes
Agenda Item 13b

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PURCHASE OF TRAINING FROM LYNDACOM

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

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

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

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

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

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

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

FROM: Jim Hudgins, Director of Purchasing

DATE: July 11, 2016

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

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

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>Local Pref</th>
<th>Unit Price</th>
<th>1 Yr Total Estimated</th>
<th>Annual Inspection Cost</th>
<th>Repair Cost Per Hour Plus Parts</th>
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</thead>
<tbody>
<tr>
<td>Swan Fuel Service</td>
<td>Yes, Dansville</td>
<td>$1.34</td>
<td>$20,100.00</td>
<td>No Charge</td>
<td>No bid</td>
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<td>Suburban Propane</td>
<td>No, Brighton</td>
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<td>$17,685.00</td>
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<td>Avery Oil</td>
<td>Yes, Mason</td>
<td>$0.9990</td>
<td>$14,985.00</td>
<td>No Charge</td>
<td>$75/hr</td>
</tr>
</tbody>
</table>
Bobbie Mayes
Ingham County Road Department
333 Bush P.O. 38
Mason, MI 48854

July 31, 2016

Rebbie,

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

Thanks

Fritz Schirck
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

To: County Services & Finance Committees

From: William Conklin, Managing Director
      Ingham County Road Department

Date: June 21, 2016

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

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

Approval of the attached resolution is therefore recommended.
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To:        Ingham County Board of Commissioners

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

Date:     8/5/2016

Re:        ITB #148-16

This memo is to explain the result of the re-bid for wheel loaders for the Road Department. On August 4, 2016, sealed bids from ITB 148-16 were opened for the re-bid of two, 3 cubic yard wheel loaders needed by the Road Department, (RD). There were five bids received before the 11:00 opening.
The RD currently has two wheel loaders that are out of service due to mechanical issues involving obsolete parts.

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

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

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

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

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

Given the committee recommendation and being the only unit to fully meet all specifications, recommendation is to purchase two, Volvo L-70H wheel loaders from Alta Construction Equipment of Lansing MI, for a total cost of $270,740.00, including a trade-in allowance of $66,000.00 for two, Deere 444 wheel loaders that are out of service.
Due to revisions in the specifications of the previous bid the County of Ingham has decided to resolicit bids for the purchase of (2) two new front end wheel loaders for the Ingham County Road Department. The County is also interested in trading in two (2) used John Deere 444-JP wheel loaders.

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

The Purchasing Department can confirm the following:

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

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

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<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCAL PREF</th>
<th>Make</th>
<th>Model</th>
<th>TRADE IN ALLOWANCE</th>
<th>TOTAL ALL-INCLUSIVE COST OF NEW FRONT END WHEEL MINUS TRADE-INS</th>
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<tbody>
<tr>
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<td>No, Hudsonville</td>
<td>Kawasaki</td>
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<td>Volvo</td>
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<td>Case</td>
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<td>Southeastern Equipment Co., Inc.</td>
<td>Yes, Holt</td>
<td>Case</td>
<td>721FXT/2016/17</td>
<td>$65,000.00</td>
<td>$299,840.00</td>
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<tr>
<td>MacAllister Machinery Co., Inc. DBA MI CAT</td>
<td>No, Lansing (Eaton Cty)</td>
<td>CAT</td>
<td>630M/2016</td>
<td>$70,000.00</td>
<td>$275,296.00</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 ITB;
2) confirm funds are available;
3) inform the Purchasing Department of your recommendation and reason(s) for the decision;
4) write a memo of explanation; and,
5) prepare a resolution for Board approval.

This summary is to be included with your memo and resolution submission to the “resolutions group” as acknowledgement of the Purchasing Department's participation in the bid process. If I can be of further assistance, please email jhudgins@ingham.org
Introduced by the County Services and Finance Committees of the:

INGERAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to sign any necessary purchase documents on behalf of the County.
TO: Board of Commissioners County Services Committee  
FROM: Cynthia Wagner  
DATE: 8-2-16  
SUBJECT: Sole Source Vendor, Central Nebraska Packing Inc.  

For the meeting agenda of 8-16-16

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

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

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

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

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

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support Central Nebraska Packaging Inc. to become a sole source vendor for the meat purchased for Potter Park Zoo’s animal diets.
Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accept Central Nebraska Packing Inc. as the sole source vendor to supply Potter Park Zoo with meat for the zoo’s animals.