THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, SEPTEMBER 19, 2018 AT
6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES
BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Additions to the Agenda
Limited Public Comment

1. Homeland Security & Emergency Management – Resolution to Accept Grant Funds from
   the State of Michigan Emergency Management Performance Grant (EMPG) for FY 2019

2. Sheriff’s Office
   a. Resolution to Authorize Various Transfers within the Sheriff’s Office Budget
   b. Resolution to Authorize a Contract to Purchase and Train a New Corrections K-9 Dog

3. Circuit Court – General Trial Division
   a. Resolution to Continue the Grant Funded Three-Quarter Time ICEA Court
      Professional 5 Mental Health Court – Court Services Coordinator Position; Add a
      Full-Time ICEA Court Professional 5 Mental Health Court – Case Coordination
      Specialist, and Enter into Subcontracts for Fiscal Year 2018-2019
   b. Resolution to Accept the FY 2019 Swift and Sure Sanctions Probation Program
      Grant, Continue the Grant Funded Three-Quarter Time SSSPP Case Management
      Coordinator Position, and Enter into Subcontracts

4. Circuit Court – Juvenile Division
   a. Resolution to Amend Contract for Attorney Services for the Juvenile Division
   b. Resolution to Amend Contract with Ingham Intermediate School District for
      Educational Instruction
   c. Resolution to Continue the Michigan Drug Court Grant for the Ingham County
      Family Dependency Treatment Court

5. 9-1-1 Dispatch Center
   a. Resolution to Amend a Contract Renewal for Pre-Employment Testing
   b. Resolution to Authorize Purchase of an ESRI ArcGIS Software License for the
      9-1-1 Center
   c. Resolution to Authorize a Contract with EG Workforce Solutions for Recruiting
      Services for Ingham County 9-1-1
d. Resolution to Authorize Software Purchase Agreement with TriTech for Inform CAD API to Enhance the 9-1-1 Center Computer Aided Dispatch (CAD) System

e. Resolution to Authorize Software Purchase Agreement with TriTech for Inform CAD/Mobile Test Systems to Enhance the 9-1-1 Center Computer Aided Dispatch (CAD) and Public Safety Mobile Systems

f. Resolution to Authorize a Contract for Software Support and Services for the NICE 9-1-1 Recorder System for the Ingham County 9-1-1 Center

6. Animal Control
   a. Resolution to Increase Oversight of Spay/Neuter Vouchers Purchased
   b. Resolution to Accept a Bissell Pet Foundation Empty the Shelters Free Adoption Grant

7. Fair Office – Resolution to Authorize an Agreement with Spicer Group to Develop Specifications for the Improvements to the Four Pole/Horse Barns on the Ingham County Fairgrounds

8. Parks Department
   a. Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Hawk Island
   b. Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Lake Lansing South

9. Health Department
   a. Resolution to Accept 2018 Health Center Quality Improvement Funds
   b. Resolution to Extend Agreement with MDHHS with Additional Funds to Provide Refugee Health Assessments
   c. Resolution to Amend Clean Sweep Agreement
   d. Resolution to Authorize a Purchase and Services Agreement with Otech Group LLC
   e. Resolution to Create Staff Positions for Sparrow-VOA
   f. Resolution to Authorize an Agreement with Southeastern Michigan Health Association
   g. Resolution to Convert WIC Family/Child/Infant Advocate Position to Medical Assistant I Position

10. Human Services Committee
    a. Resolution to Authorize a Cooperative Cash Match Agreement with Michigan Rehabilitation Services
    b. Resolution to Amend Resolution #18-113 Authorizing an Agreement with Weitz & Luxenberg, P.C. to Represent Ingham County in Litigation Against Manufacturers and Wholesale Distributors of Opioids

11. Equal Opportunity Committee – Resolution to Adopt a Revised Equal Opportunity Employment Plan

12. Innovation & Technology Department
    a. Resolution to Approve the Renewal of Darktrace
    b. Resolution to Approve the Purchase of Additional Microsoft Software Licenses through CDWG
    c. Resolution to Approve the Contract for Network Access Control Implementation
    d. Resolution to Approve the Contracts for Network Redesign Project for Sentinel Technologies
    e. Resolution to Approve the Purchase of a Wireless Site Survey from Sentinel Technologies, Inc.
13. **Road Department** – Resolution to Authorize the Purchase of **Truck Hoist Repair Parts**

14. **Human Resources** – Resolution to Authorize a Contract for **Job Recruitment Services**

15. **Controller/Administrator’s Office** – Resolution to Proceed with Plan for Constructing, Equipping and Financing a New Combined **Justice Complex Facility**

16. **Board Referrals**
   a. Resolution from the **Sanilac County** Board of Commissioners Regarding Their Opposition to Senate Bill 1031
   b. Resolution from the **Van Buren County** Board of Commissioners Regarding Their Opposition to Senate Bill 1031
   c. Resolution from the **Tuscola County** Board of Commissioners Regarding Their Opposition to Senate Bill 1031
   d. Resolution from the **Tuscola County** Board of Commissioners Regarding Their Opposition to House Bill 6049 and Senate Bill 1025
   e. **City of East Lansing** Assessing Officers Report for Industrial Facility Exemption Certificates

**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](http://www.ingham.org).
RESOLUTION ACTION ITEMS:

The Controller’s Office recommends approval of the following resolutions:

1. **Homeland Security and Emergency Management** – Resolution to Accept Grant Funds from the State of Michigan Emergency Management Performance Grant (EMPG) for FY 2019

This resolution would authorize the acceptance of funds for the Michigan Emergency Management Performance Grant for the time period of October 1, 2018 through September 30, 2019. This grant reimburses Ingham County for a portion of salary and fringes for the Emergency Management Program Manager, based on performance and meeting goals set forth by the State of Michigan. This is a pass-through grant from the Federal Emergency Management Agency to the Michigan State Police. This year’s grant amount is $60,463, which covers around 36% of the Program Manager’s budgeted salary and fringes.

2a. **Sheriff’s Office** – Resolution to Authorize Various Transfers within the Sheriff’s Office Budget

This resolution would authorize several budget transfers from the Sheriff’s Office account for Food Provisions in order to upgrade and modernize law enforcement and corrections equipment. A budgetary surplus of $220,000 has been identified by the Sheriff’s Office due to post closures in the jail that ultimately lead to the reduction of Michigan Department of Corrections inmates being housed and fed under prior agreements. Items requested for purchase include primary weapon platforms, miscellaneous dive equipment, a new marine patrol boat, training supplies, speed monitoring equipment, employee training, and office supplies.

See memo for details.

2b. **Sheriff’s Office** – Resolution to Authorize a Contract to Purchase and Train a New Corrections K-9 Dog

This resolution would authorize the Ingham County Sheriff’s Office to enter into a contract to purchase and train a new K-9 dog for use in narcotics detection in the Ingham County Jail. It is common for inmates to suffer from substance abuse addiction and narcotics including opiates, which have been confiscated inside the jail. The purpose of the corrections K-9 is to deter and detect narcotics inside the jail providing for a safer environment for Deputies and inmates.

The corrections K-9 would also be available for planned area school sweeps and public relations demonstrations.

The cost to enter into this contract is quoted by VonDerKing Kennels for $3,500 and would be paid from the inmate stores/supplies account.
3a. **Circuit Court – General Trial Division** – Resolution to Continue the Grant Funded Three-Quarter Time ICEA Court Professional 5 Mental Health Court – Court Services Coordinator Position; Add a Full-Time ICEA Court Professional 5 Mental Health Court – Case Coordination Specialist, and Enter into Subcontracts for Fiscal Year 2018-2019

This resolution would authorize continuation of the Mental Health Court (MHC) Court Services Coordinator position for the Michigan Mental Health Grant Program – Operational Grant. Once the award has been granted, the addition of a MHC Case Coordination Specialist will also be authorized. This resolution will also approve entering into subcontracts for the same grant with mental health treatment services to be provided by CMHA/CEI (not to exceed $138,102.58); drug testing services to be provided by A.D.A.M.; electronic monitoring services to be provided by Sentinel and/or Michigan Department of Corrections; representation by a defense attorney; ancillary services to be provided by Northwest Initiative – ARRO; substance abuse assessments to be provided by Wellness, Inx; mental health services to be provided by Prevention and Training Services (PATS), Par Rehab Services, and Professional Psychological Services; and transitional housing to be provided by RISE Recovery Community or Pinnacle (collectively not to exceed $57,656). The total amount of the grant award is $376,893, and the grant period is October 1, 2018 through September 30, 2019. The Court has not yet received notification from the State Court Administrative Office, but anticipates continuation of the program.

See memo for details.

3b. **Circuit Court – General Trial Division** – Resolution to Accept the FY 2019 Swift and Sure Sanctions Probation Program Grant, Continue the Grant Funded Three-Quarter Time SSSPP Case Management Coordinator Position, and Enter into Subcontracts

This resolution would authorize the continuation of the three-quarter time Swift and Sure Sanctions Probation Program (SSSPP) Case Management Coordinator position for the Swift and Sure Sanctions Probation Program Grant which begins on October 1, 2018 and ends on September 30, 2019. It will also authorize entering into subcontracts for the same grant with defense attorneys; Wellness, Inx; NorthWest Initiative – ARRO; Cristo-Rey; CEI-CMH; Freedom Through Counseling; RISE Recovery Community; A.D.A.M.; and Sentinel, (collectively not to exceed $131,554.50) once the award has been granted. The total grant request is $256,452. The Court has not yet received notification from the State Court Administrative Office (SCAO) of the amount of the grant award, but anticipates continuation of the program.

See memo for details.

4a. **Circuit Court – Juvenile Division** – Resolution to Amend Contract for Attorney Services for the Juvenile Division

This resolution would amend the existing contracts for attorney services for the Juvenile division for Attorney Robert Ochodicky for Judge Richard J. Garcia’s delinquency cases, for Attorney Steven Fiegelson, for Judge R. George Economy’s delinquency cases, and for Attorney Kaitlin Fish. These amendments are all effective for the time period 09/01/2018 through 12/31/2018.

This resolution is being presented because Attorney Peter Brown, who has been providing legal counsel to indigent juveniles assigned to Judge Garcia’s delinquency docket, was hired by the Juvenile Division as an Attorney Referee. Mr. Brown began in his new position on September 4, 2018. As a result, Mr. Brown is no longer able to provide legal counsel to youth.
The Court has entered into these delinquency contracts since 2010, and Lawyer Guardian Ad Litem contracts since 2002, in order to reduce costs for attorney fees, and to provide consistent and efficient representation to children and indigent youth.

See memo for details.

4b. **Circuit Court – Juvenile Division** – Resolution to Amend Contract with Ingham Intermediate School District for Educational Instruction

This resolution would authorize an amendment to the contract with Ingham Intermediate School District for educational instruction and authorize a budget adjustment to cover the shortfall.

The 2018 contract amount of $469,464 with Ingham Intermediate School District (IISD) to provide educational services at the Ingham Academy was predicated on receiving the full State revenue reimbursement for 80 pupils on the fall count day. On count day in October 2017, the Ingham Academy had 73 enrolled students. Of those 73 students, IISD received reimbursement for 65.04. The amount of state reimbursement factored into the 2018 budget amount was $598,421, however the actual amount reimbursed was $499,398, leaving a deficit of $99,023.

Given the shortage in revenue, IISD and the Juvenile Division worked to come up with cost saving measures to absorb some of this deficit. These measures reduced, but did not eliminate the deficit. The Juvenile Division has a surplus in the Intensive Neglect Services program – Non-Contracted per diem as a result of changing the budget structure with the Child Care Fund and lower caseloads in that program. The Juvenile Division is able to transfer money from this surplus to cover the deficit associated with the Ingham Academy and is not requesting additional funds. The contract with Ingham Intermediate School District is Child Care Fund reimbursable.

See memo for details.

4c. **Circuit Court – Juvenile Division** – Resolution to Continue the Michigan Drug Court Grant for the Ingham County Family Dependency Treatment Court

This resolution would authorize accepting a grant award from the Michigan Drug Court Grant Program to the Ingham County Circuit Court’s Family Dependency Treatment Court (FDTC) in the amount of $203,366.25. The grant includes the continuation of a three-quarter time FDTC Coordinator and two special part-time positions for the time period of October 1, 2018 through September 30, 2019.

This resolution would also approve several grant subcontracts including; Mid-Michigan Recovery Services (MMRS) for substance abuse assessments, cognitive behavioral, Trauma Recovery group, individual sessions, and in-patient treatment services; House Arrest Services for substance abuse monitoring; Forensic Fluids Laboratories for oral swab substance abuse testing; Dr. Norman Miller, MD, JD, PLLC for psychiatric evaluation, pain management assessment, and case consultation; Michigan State University Psychology Clinic for trauma assessments; and ADAM (Alcohol Drug Administrative Monitoring, Inc.) for urinalysis testing for DHHS participants.

The Court has not yet received notification from the State Court Administrative Office (SCAO) of the amount of the grant award, but anticipates continuation of the program.

See memo for details.
5a. **9-1-1 Dispatch Center – Resolution to Amend a Contract Renewal for Pre-Employment Testing**

This resolution would approve an amended contract between Ergometrics and Ingham County 9-1-1 Central Dispatch for pre-employment testing, effective December 7, 2017 through December 7, 2018 for an annual cost of $3,850.00 and a fee of $3.00 per applicant with a $25.00 minimum. This resolution would also approve renewal of this contract effective December 7, 2018 through December 7, 2019 at the same cost.

A contract has been in place between Ergometrics and Ingham County for pre-employment testing of 9-1-1 Center applicants since 2012 and the program has been a necessary and valuable part of the 9-1-1 Center’s hiring process.

The provisions of the contract as approved by the Board in resolution #18-060 need to be amended to show an increased charge of $250.00 as the result of additional contract language required by Ingham County, altering Ergometrics’ basic contract provisions.

See memo for details.

5b. **9-1-1 Dispatch Center – Resolution to Authorize Purchase of an ESRI ArcGIS Software License for the 9-1-1 Center**

This resolution would authorize the expenditure of $6,300 from the 9-1-1 Emergency Telephone Dispatch Services fund balance for the costs associated with the purchase of the ArcGIS software and $1,500 per year for each of the next five years for software support services.

The 9-1-1 Center uses ArcGIS with its Computer Aided Dispatch (CAD) and mobile mapping. Updated license and support/maintenance needs to be purchased as use of the software is continued. This is the only program that can be used with the current system and the costs are based on State of Michigan contract pricing.

See memo for details.

5c. **9-1-1 Dispatch Center – Resolution to Authorize a Contract with EG Workforce Solutions for Recruiting Services for Ingham County 9-1-1**

This resolution would authorize the expenditure of up to $60,000 annually from the 9-1-1 fund for the costs associated with the recruiting services with EG Workforce Solutions.

A Request for Proposal was released for recruiting companies to assist the Center in identifying candidates to fill staffing needs. The Center has struggled to find staffing to fill the positions at the 9-1-1 Center. Staff have and will continue to attend job fairs and advertise openings on jobs sites and social media to find needed staffing. It is hoped that this additional tool will enhance the ability to locate the candidates needed to fill open positions.

The proposal is for a tiered cost approach based on candidates being hired by the county. EG Workforce was the lowest cost per candidate at $2,950 per person hired. This will be an additional expense, but if successful, the addition of staff will reduce overtime and the stress felt by employees covering the staffing shortage.

See memo for details.
5d. **9-1-1 Dispatch Center** – Resolution to Authorize Software Purchase Agreement with TriTech for Inform CAD API to Enhance the 9-1-1 Center Computer Aided Dispatch (CAD) System

This resolution would approve the purchase of the TriTech Inform CAD API software and software support for the Ingham County 9-1-1 Center, at a cost not to exceed $8,600, which includes the first year’s software support. Funds for this project are included in the 2018 capital budget.

The Ingham County 9-1-1 Center uses the TriTech Computer Aided Dispatch System (CAD) and would like to acquire the Inform CAD API to enhance the TriTech CAD software. This will allow customized changes to the CAD systems to enhance the system to improve workflow and performance.

See memo for details.

5e. **9-1-1 Dispatch Center** – Resolution to Authorize Software Purchase Agreement with TriTech for Inform CAD/Mobile Test Systems to Enhance the 9-1-1 Center Computer Aided Dispatch (CAD) and Public Safety Mobile Systems

This resolution would approve the purchase of the TriTech and Inform CAD & Mobile Test System and first year’s software support for the Ingham County 9-1-1 Center, at a cost not to exceed $35,323. Funds for the project are included in the 2018 capital budget.

This will provide a test system for the computer aided dispatch system (CAD) and MOBILE, the in-vehicle computer system, that are used by Dispatch, all police and some fire agencies in the county. The Center has two CAD systems, a production and a training system. Adding a test system will allow the changing of configurations, updates and other changes to the system to be tested and vetted to make sure they work prior to putting them into the training and production systems.

See memo for details.

5f. **9-1-1 Dispatch Center** – Resolution to Authorize a Contract for Software Support and Services for the NICE 911 Recorder System

This resolution would authorize a contract with Word Systems, Inc. of Indiana, for support and services for the Center’s NICE 9-1-1 Recording System at a cost of $17,552, funding for which is included in the 9-1-1 Center’s 2018 operating budget.

All radio and phone lines are recorded on a recording system by NICE that was installed by VanBelkum when the center opened. VanBelkum will no longer support the current system. The manufacturer/factory service provider for Michigan is Word Systems, Inc. of Indiana.

This recording system is a vital part of daily operations of the center, and provides Dispatchers with the ability to recall conversations that they miss or could not hear, to clarify what was said, in addition to providing recordings for evidence in criminal/civil cases and FOIA requests.

See memo for details.
6a. **Animal Control** – *Resolution to Increase Oversight of Spay/Neuter Vouchers Purchased*

This resolution would authorize limiting spay/neuter vouchers available for purchase to ten per individual effective January 1, 2019. If an excess of ten vouchers is requested, an Animal Control Officer may authorize additional resources and services as warranted.

The Ingham County Animal and Shelter (ICACS) currently sells low cost spay and neuter vouchers for residents of Ingham County, which gives many families in need of veterinary care the opportunity to have their pets spayed/neutered and vaccinated, and advances the goal of fewer homeless pets by preventing unintended litters. Recently, an excess number of spay/neuter vouchers has been identified as being purchased on behalf of organizations instead of individual citizens. In order to maintain the initial intent of the voucher program, it is recommended that a limit on the number of vouchers that can be purchased by individuals be enacted. Additional resources may be made available to individuals at the recommendation of an Animal Control Officer.

6b. **Animal Control** – *Resolution to Accept a Bissell Pet Foundation Empty the Shelters Free Adoption Grant*

This resolution will accept a grant to reimburse ICACS for no fee adoptions finalized on October 6, 2018 as part of the BISSELL Pet Foundation’s Empty the Shelters Free Adoption event. ICACS will make animals available to qualifying adopters for free and the BISSELL Pet Foundation will reimburse ICACS at the following rates:

- $49/senior dog (6 years and older)
- $105/dog (6 months to 6 years)
- $140/puppy (under 6 months)
- $45/senior cat (6 years and older)
- $70/cat or kitten (under 6 years)

Plus $4.95 per microchipped pet adopted out.

ICACS will use our regular adoption application, screening process, and adoption agreement for adoptions done as part of this event. The grant will facilitate an increase in adoptions and marketing of the event will help raise the profile of ICACS’s adoption program in the community.

The amount of the grant will be determined by the number, species and ages of the animals adopted on October 6, 2018, but is anticipated not to exceed $5,000. There is no match requirement.

See memo for details.

7. **Fair Office** – *Resolution to Authorize an Agreement with Spicer Group to Develop Specifications for the Improvements to the Four Pole/Horse Barns on the Ingham County Fairgrounds*

This resolution authorizes an agreement with Spicer Group, for the schematic design and construction services of the four pole/horse barn improvements at the Ingham County Fairgrounds for a total cost of $27,500. Improvements will include installing concrete floors in each of the barns as well as the grading in and around the pole barns. Funds are available in the 2018 Fair budget.
8a. **Parks Department - Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Hawk Island**

This resolution authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Hawk Island grant applications which include a local match request in the amount of $548,500 from the trails & parks millage. The DNR Trust Fund application includes a new paved path, in lieu of the boardwalk along the bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot, and docks, three new fishing piers/overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road. The DNR Land & Water Conservation application includes an accessible canoe/kayak launch, a new floating pedal boat/row boat dock with slips, two new Sun-Shade Shelters, new trash/recycling bins, new concrete walks, native landscaping, and parking lot striping.

8b. **Parks Department - Resolution to Authorize an Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Lake Lansing South**

This resolution authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Lake Lansing South grant applications which include a local match request in the amount of $1,040,200 from the trails & parks millage. The Michigan Department of Natural Resources Trust Fund application includes removal of the existing restroom/concession building, removal and relocation of the Sunrise pavilion, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room, picnic tables with umbrellas near the concession area, six Interpretive Signs to talk about the historical significance of the park, a new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor Showers. The Michigan Department of Resources Land & Water Conservation Fund application includes asphalt paving of the portion of the existing parking lot closest to the ADA parking, drainage improvements around the parking lot, improving the overflow parking area with gravel and pave ADA parking spaces, new walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell, picnic tables with umbrellas near the concession area, landscaping to include native plants and bio-swales.

9a. **Health Department - Resolution to Accept 2018 Health Center Quality Improvement Funds**

This resolution accepts a grant supplement of $87,459 allocated for 2018 Health Center Quality Improvement funds, which shall be available through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020.

9b. **Health Department - Resolution to Extend Agreement with MDHHS with Additional Funds to Provide Refugee Health Assessments**

This resolution authorizes an amendment to the terms of the Refugee Health Assessment Services agreement with Michigan Department of Health and Human Services to extend the terms through September 30, 2019 and increase the maximum allowable funds to $1,006,400.

9c. **Health Department - Resolution to Amend Clean Sweep Agreement**

This resolution amends the Clean Sweep agreement with MDARD authorizing ICHD to accept an additional $10,000 for the period of October 1, 2017 through September 30, 2018.
9d. **Health Department - Resolution to Authorize a Purchase and Services Agreement with Otech Group LLC**

This resolution authorizes a services agreement with OTech Group, LLC for electronic screening services effective October 1, 2018 and is automatically renewable on an annual basis for a total amount of $47,500. The total cost for year one of $47,500 will be paid through the AIMS grant award. Ongoing annual maintenance costs shall be covered through program revenue associated with increased substance abuse treatment services.

9e. **Health Department - Resolution to Create Staff Positions for Sparrow-VOA**

Ingham County Health Department (ICHD) wishes to create 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), effective October 1, 2018, with the start of Fiscal Year 2019. Resolution #17-328 authorized the transfer agreements for ICHD to acquire the Sparrow-VOA Community Health Center into its network of Federally Qualified Health Center (Ingham Community Health Centers). As part of those transfer agreements, as amended through Resolution #18-233, existing leased non-provider Sparrow staff of the Sparrow-VOA would be migrated into County staff positions by October 1, 2018. Any vacancies of leased non-provider staff positions would be posted and filled as County staff positions as incurred, in accordance with the terms of the amended transfer agreement. Therefore, staff positions must be created effective October 1, 2018, with the start of Fiscal Year 2019, in order for existing leased non-provider staff to be placed in, or to be posted and filled if the leased position is vacant.

The County Staff to be created are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
<th>County Position #</th>
<th>FTE</th>
<th>County Position</th>
<th>Budgeted Salary Costs FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN Supervisor</td>
<td>601510</td>
<td>1.00</td>
<td>Health Center Nurse</td>
<td>$61,086</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601506</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601507</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601508</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601509</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
</tbody>
</table>

The costs of the created County staff positions are included in the proposed budget for FY 2019.

9f. **Health Department - Resolution to Authorize an Agreement with Southeastern Michigan Health Association**

This resolution authorizes an agreement with SEMHA to accept $10,000 in funds for hiring a temporary parent liaison effective October 1, 2018 through September 30, 2019.

9g. **Health Department - Resolution to Convert WIC Family/Child/Infant Advocate Position to Medical Assistant I Position**

This resolution authorizes the conversion of the Family/Child/Infant Advocate position #601153 to a Medical Assistant I position in the WIC Program. This staffing change will enable Ingham County WIC to comply with State and Federal WIC policies. There is no financial impact to make the change. Both the Family/Child/Infant Advocate position and the Medical Assistant I position are UAW-Technical, Office, Paraprofessional Service Grade D positions.
10a. **Human Services Committee** – Resolution to Authorize a Cooperative Cash Match Agreement with Michigan Rehabilitation Services

This resolution authorizes Ingham County to act as the fiduciary pass-through agency in a cash match agreement with Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services. Match funding is provided by Peckham, Inc. The agreement will not exceed $444,444 ($120,000 local match). The agreement with Michigan Rehabilitation Services will be for the time period of October 1, 2018 through September 30, 2019.

11. **Equal Opportunity Committee** – Resolution to Adopt a Revised Equal Opportunity Employment Plan

The Equal Opportunity Committee seeks approval of a resolution to adopt a revised Equal Opportunity Employment Plan. The current plan was last reviewed in total 27 years ago. As cited in the proposed resolution, the revised plan re-emphasizes the County Board’s goal to recruit and maintain a diverse workforce based on the general characteristics of its population in an effort to provide the highest quality of service to its constituents, as well as to provide equal opportunity in its employment on the basis of merit and fitness, regardless of race, color, religion, sex, sexual orientation, gender identity or gender expression, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification). The plan also emphasizes that the County will pursue an aggressive recruitment and personnel development program in order to maintain a highly qualified and diverse work force. The revised draft has been vetted by the Human Resources Director and County Attorney.

12a. **Innovation and Technology Department** – Resolution to Approve the Renewal of Darktrace

On September 27, 2016 the Board approved Resolution #16-390 to authorize the purchase of Darktrace, a cyber-intelligence platform designed to alert Innovation and Technology Department staff of perceived threats to the County IT network. That contract is set to expire on October 1. Based in large part on the platform’s ability to learn the behavior of the County network and then provide alerts on any activity that appears to be abnormal, the Chief Information Officer recommends approval of a resolution to renew the contract with Darktrace for four years in an amount not to exceed $120,000.

12b. **Innovation and Technology Department** – Resolution to Approve the Purchase of Additional Microsoft Software Licenses through CDWG

On January 28, 2014 the Board approved Resolution #14-025 to authorize execution of a Microsoft Enterprise Agreement to better manage licensing costs, ensure legal compliance, and to access the most current software. Benefits of the agreement also include online training, employee home use, and support incidents at no additional cost. Through a recent audit and review of the County’s licensing position, it was determined that license counts will need to increase in order to maintain legal compliance. Purchase of the additional licenses will address the County’s imminent need for additional licenses to accommodate the new Public Defender department. This purchase is a one-time perpetual license purchase that the County will own permanently. The Chief Information Officer recommends approval of a resolution to approve the purchase of additional Microsoft software licenses in an amount not to exceed $142,262.09.
12c. Innovation and Technology Department – Resolution to Approve the Contract for Network Access Control Implementation

Best practices in cybersecurity include a provision to ensure that only approved devices are allowed onto the trusted network. One way to accomplish this goal is with Network Access Control which prohibits network accessibility by an unrecognized computer. This proposed software solution will also assess vulnerabilities and apply threat intelligence that will contain a suspicious device for IT remediation, thereby helping to prevent widespread infections. The Chief Information Officer recommends approval of a resolution to authorize a contract for Network Access Control implementation in an amount not to exceed $26,928.

12d. Innovation and Technology Department – Resolution to Approve the Contracts for Network Redesign Project for Sentinel Technologies

A significant IT network redesign project was included in the 2018 budget following a security breach in May, 2017. The 2018 phase of the three-phase project includes core infrastructure changes designed to provide next generation infrastructure capabilities to segregate network traffic. The Chief Information Officer recommends approval of a resolution to authorize contracts for the network redesign project in amounts not to exceed a total cost of $405,000.

12e. Innovation and Technology Department – Resolution to Approve the Purchase of a Wireless Site Survey from Sentinel Technologies, Inc.

Ingham County maintains a wireless computer network available for public use as well as internal, private, services. The Innovation and Technology Department seeks authorization to perform an assessment of the existing network that will designate wireless access point placement and sizing to provide the best coverage. Several County departments use the wireless network for their daily activities and improving coverage and reliability is a frequent request. The Chief Information Officer recommends approval of a resolution to authorize purchase of a wireless site survey in an amount not to exceed $24,480.

13. Road Department – Resolution to Authorize the Purchase of Truck Hoist Repair Parts

The Road Department seeks authorization to purchase replacement parts for two in-ground truck hoists. These fabricated stainless-steel replacement parts are needed to meet the State of Michigan annual hoist inspection and certification requirements. The current 17-year-old hoists receive yearly safety inspections and it has been determined that plungers and bushings have become too worn and rusty to pass the required inspection for 2018. The Road Department recommends approval of a resolution to authorize purchase of truck hoist repair parts from H&H Welding & Repair at a cost not to exceed $24,800.

14. Human Resources Department – Resolution to Authorize a Contract for Job Recruitment Services

A thorough months-long search to find qualified candidates for the Financial Services Director position was not successful. Having exhausted internal capabilities for attracting qualified candidates, assistance of a professional recruiting firm is warranted. Trillium Staffing Solutions of East Lansing provided the most responsive proposal at a total cost equivalent to 15% of the Financial Services Director’s first year salary. The Human Resources Director recommends approval of a resolution to authorize a contract for professional job recruiting services at a total cost not to exceed $14,974.38.
15. **Controller’s Office** – *Resolution to Proceed with Plan for Constructing, Equipping, and Financing a New Combined Justice Complex Facility*

This resolution would authorize the Ingham County Building Authority to proceed with constructing, equipping, and financing a new combined justice complex, which would replace the existing jail, Sheriff’s Office, and courtrooms located in Mason. The cost is based on the preliminary plans and cost estimates provided to the Law & Courts Committee on April 12, 2018 and to the Finance Committee on April 18, 2018. The projected cost of construction, equipment, and financing plus fees, is not to exceed $101.67 million for this new Combined Justice Complex Facility. Funds will come from the recently approved Justice Millage, which is expected to raise $6,207,147 in its first year.

See memo for detail.

**PRESENTATION/DISCUSSION/OTHER ITEM:**

10b. **Human Services Committee** – *Resolution to Amend Resolution #18-113 Authorizing an Agreement with Weitz & Luxenberg, P.C. to Represent Ingham County in Litigation Against Manufacturers and Wholesale Distributors of Opioids*

The County Attorney is unable to approve the proposed agreement as to form. Adoption of this resolution is a business and policy decision of the Board of Commissioners.

16a. **Board Referrals** - Resolution from the Sanilac County Board of Commissioners Regarding Their Opposition to Senate Bill 1031

16b. **Board Referrals** - Resolution from the Van Buren County Board of Commissioners Regarding Their Opposition to Senate Bill 1031

16c. **Board Referrals** - Resolution from the Tuscola County Board of Commissioners Regarding Their Opposition to Senate Bill 1031

16d. **Board Referrals** - Resolution from the Tuscola County Board of Commissioners Regarding Their Opposition to House Bill 6049 and Senate Bill 1025

16e. **Board Referrals** - City of East Lansing Assessing Officers Report for Industrial Facility Exemption Certificates
TO:   Law & Courts and Finance Committees

FROM:   Sgt. Jeff Weiss

RE:   EMPG Grant

This resolution is to accept the funds for the EMPG grant for the FY 2019. This reimburses Ingham County for a portion of salary and fringes for the Emergency Management Program Manager (Sergeant Jeff Weiss). This is based on performance and meeting goals set forth by the State of Michigan. This is a pass-through grant from FEMA to the MI State Police. This year’s amount is $60,463.00 which is 35.69% of the Program Manager’s reported Salary & Benefits.
 Agenda Item 1

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT GRANT FUNDS FROM THE STATE OF MICHIGAN EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FOR FY 2019

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has fulfilled its requirements under Public Act 390 regarding an Emergency Management Program; and

WHEREAS, the Emergency Management Performance Grant (EMPG) for FY 2019 required Ingham County to develop and maintain an Emergency Management Program capable of protecting life, property, and vital infrastructure in times of disaster or emergency; and

WHEREAS, the award reimburses Ingham County for a portion of the Office of Homeland Security and Emergency Management Program Manager wages and fringe benefits.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the acceptance of the FY 2019 Emergency Management Performance Grant from the State of Michigan in the amount of $60,463.00, for the time period of October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller/Administrator to make any necessary budget adjustments in the Ingham County Office of Homeland Security & Emergency Management Budget.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.
TO: Law & Courts Committee  
Finance Committee  
Ingham County Board of Commissioners

FROM: Andrew R. Bouck, Undersheriff

DATE: August 29, 2018

RE: 2018 Reallocation of Budgeted Funds

Outlined below is a plan for the limited reallocation of funds within the existing structure and framework of the 2018 Ingham County Sheriff’s Office Budget. The surplus of funds was discovered to exist because of Post closures in the jail that ultimately lead to the reduction of MDOC inmates we housed (and fed) under prior agreements.

The Sheriff’s Office is requesting the reallocation of budgeted funds from the Prisoner Housing Contract / Food Provisions (GL #10130113-75000) line item totaling $220,000.00 into the following accounts and authorization the purchase goods and services as indicated below:

**Transferred Balance of:** $220,000.00 to

1. Jail Food Service / Food Provisions  
   GL #10135102-750000 for inmate meals  
   -$80,000.00  
   $140,000.00

**Carry-Over Balance from Page 1:** $140,000.00

2. Special Units (IR SRT & Dive Team)  
   GL #10130110-726010 for primary  
   weapon platforms X 5 (w/ related optics,  
   mounts and light systems), two (2) 9mm  
   suppressors and miscellaneous dive  
   equipment  
   -$20,000.00  
   $120,000.00

3. Marine Law Enforcement  
   GL# 10133100-726010 for a new Marine  
   Patrol Boat w/ motor, related emergency  
   equipment and ICSO markings  
   -$50,000.00  
   $70,000.00

4. Field Services Supplies – Training  
   Equipment GL #10130102-736000 for  
   Axon / Taser training supplies, RedMan  
   Suit and Simmunitions training weapon(s)  
   -$21,200.00  
   $48,800.00
5. Field Services Employee Training & Improvement GL #10130102-96000 for 5.56 mm and 9mm ammunition to train personnel
   -$20,000.00
   $28,800.00

6. Field Services Supplies
   GL #10130102-726010 for Smart Signs X 2 for speed monitoring (motorist display) and data collection
   -$12,000.00
   $16,800.00

7. Sheriff’s Admin / Staff Services Employee Training & Improvement
   GL #10130101-960000 for the Robertson Brain Group (Op 5 Brain Project) Wellness Program
   -$10,000.00
   $6,800.00

   **Carry-Over Balance from Page 2:** $6,800.00

8. Field Services Uniform & Accessories
   GL #10130102-745000 for exterior body armor carriers and related modular pouches for Detective Bureau personnel and the ICSO Administration
   -$6,500.00
   $300.00

9. Sheriff’s Admin / Staff Services Supplies
   GL #10130101-726010 for miscellaneous office supplies for Staff Services and Central Records
   -$300.00
   0

The above reallocation of funds will serve to upgrade and modernize law enforcement and corrections equipment and further aid the delivery of service excellence.
WHEREAS, a budgetary surplus has been identified by the Sheriff’s Office due to Post closures in the jail that ultimately lead to the reduction of Michigan Department of Corrections inmates being housed and fed under prior agreements; and

WHEREAS, the Sheriff’s Office is requesting the reallocation of budgeted funds from the Prisoner Housing Contract/Food Provisions account to various accounts in order to upgrade and modernize law enforcement and corrections equipment and further aid the delivery of service excellence; and

WHEREAS, items to be purchased include primary weapon platforms, miscellaneous dive equipment, a new marine patrol boat, training supplies, speed monitoring equipment, employee training and office supplies.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the Controller/Administrator to transfer $220,000 from Prisoner Housing Contract/Food Provisions (10130113-750000) to the following accounts in the amounts listed:

<table>
<thead>
<tr>
<th>Description</th>
<th>Account</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Food Service/Food Provisions</td>
<td>10135102-750000</td>
<td>$80,000</td>
</tr>
<tr>
<td>Special Units/Supplies</td>
<td>10130110-726010</td>
<td>$20,000</td>
</tr>
<tr>
<td>Marine Law Enforcement/Machinery &amp; Equipment</td>
<td>10133100-978000</td>
<td>$50,000</td>
</tr>
<tr>
<td>Field Services/Training Equipment</td>
<td>10130102-736000</td>
<td>$21,200</td>
</tr>
<tr>
<td>Field Services/Employee Training</td>
<td>10130102-960000</td>
<td>$20,000</td>
</tr>
<tr>
<td>Field Services/Supplies</td>
<td>10130102-726010</td>
<td>$12,000</td>
</tr>
<tr>
<td>Sheriff Administration/Employee Training</td>
<td>10130101-960000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Field Services/Uniforms &amp; Accessories</td>
<td>10130102-745000</td>
<td>$6,500</td>
</tr>
<tr>
<td>Sheriff Administration/Supplies</td>
<td>10130101-726010</td>
<td>$300</td>
</tr>
</tbody>
</table>
TO: Law & Courts Committee
    Finance Committee

FROM: Ingham County Sheriff’s Office Administration

DATE: August 27, 2018

RE: Purchasing new ICSO K-9 for Corrections

This resolution requests permission for the Ingham County Sheriff’s Office to enter into a contract to purchase and train a new K-9 dog for use in narcotics detection in the Ingham County Jail.

There has been a nationwide opiate epidemic and resurgence of methamphetamine. The purpose of the corrections K9 is to deter and detect narcotics inside the jail providing for a safer environment for Deputies and inmates.

The cost to enter into this contract is quoted by VonDerKing Kennels for $3,500. This cost would be covered by using Account number 59530110-726010 Inmate stores/supplies.

This cost, includes the purchase of the K-9 and training for its new handler.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT TO PURCHASE AND TRAIN
A NEW CORRECTIONS K-9 DOG

WHEREAS, Ingham County Sheriff’s Office has had, during Sheriff Wriggelsworth’s tenure as the Sheriff, a
K-9 Unit; and

WHEREAS, the Ingham County Jail houses over 400 inmates at any given time; and

WHEREAS, it is very common for inmates to suffer from substance abuse addiction; and

WHEREAS, it is known that narcotics including opiates have been confiscated inside the jail; and

WHEREAS, the Ingham County Sheriff’s Office is aware of the opiate epidemic across the country and the
greater Lansing area; and

WHEREAS, the Ingham County Sheriff’s Office would use this narcotics K-9 as a deterrent and a locating tool
for opiates and other illegal narcotics; and

WHEREAS, the corrections K-9 would be available for planned area school sweeps and public relation
demonstrations; and

WHEREAS, the Ingham County Sheriff’s Office has a long history of purchasing trained K-9 dogs; and

WHEREAS, the Ingham County Sheriff’s Office wants to enter into a contract with VonDerKing Kennels to
obtain a new K-9 and to train it’s new handler at a cost not to exceed $3,500; and

WHEREAS, the Ingham County Sheriff’s Office would use account number 59530110-726010 inmate
stores/supplies to pay this cost.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Ingham
County Sheriff’s Office to enter into a contract, with VonDerKing Kennels, not to exceed $3,500.00 to purchase
a new K-9 dog and to train its handler.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the
Controller/Administrator to make the necessary budget adjustments in the Ingham County Sheriff’s Office 2018
budget.
The goals of the Felony Michigan Mental Health Court Operational Grant are to enhance community safety by responding to individuals who have committed non-violent felonies with supportive treatment and intensive supervision; to minimize recidivism; and to assist participants in achieving a positive legal outcome and maintaining a healthy lifestyle.

Over the past year, we have identified an additional resource that will assist us in achieving the goals described above: a Case Coordination Specialist (job description attached). The salary and fringes for this ICEA Court Professionals 05 position are $87,662. The job description and classification have been reviewed and approved by the ICEA Court Professionals union. The Case Coordination Specialist would be responsible for establishing, implementing and monitoring case plans for the participants; coordinating court services for the participants; and serving as a liaison between various professionals and agencies providing treatment and ancillary services. Additionally, the occupant of this position would assist the Court Services Coordinator in data collection and management as the Court Services Coordinator becomes more involved in the administrative side of the program in data compilation and analysis and grant maintenance.

The 30th Circuit Court has submitted a grant requesting $376,893 from the State Court Administrative Office (SCAO) to continue the Felony Michigan Mental Health Court Grant Program – Operational Grant for the grant period of October 1, 2018 through September 30, 2019. We have not yet received notification from the SCAO of the amount of our grant award, but anticipate continuation of the program.

Through the enclosed Resolution, we are seeking to secure the Board of Commissioners’ approval to continue the three-quarter time Mental Health Court – Court Services Coordinator position as of October 1, 2018, and add a full-time Mental Health Court – Case Coordinator Specialist position (ICEA – Court Professionals 05) and authorize entering into subcontracts with program vendors once the award has been granted.

cc: Hon. Laura Baird
    Hon. Joyce Draganchuk
    Shauna Dunnings
    Hon. Richard J. Garcia
    Hon. James S. Jamo
    Lisa McCormick
    Carol Siemon
INGHAM COUNTY
JOB DESCRIPTION

MENTAL HEALTH COURT CASE COORDINATION SPECIALIST

General Summary:
Under the supervision of the Deputy Court Administrator of the General Trial Division, the MHC Case Coordination Specialist responsibilities are: 1) to establish, implement and monitor case plans for the MHC participants; 2) coordinate court services to MHC participants; 3) serve as a liaison between various professionals and agencies providing treatment and ancillary services to MHC participants and 4) assists the MHC Court Services Coordinator in collection and management of MHC program data.

Essential Functions:
1. Assists in preparation for and operation of weekly MHC reviews by pulling files, recording information and attending weekly pre-court meetings and hearings.

2. Assists entering information into the MHC information system.

3. Provides assessment of need regarding human services including housing; medical, physical and SUD treatment; basic needs; criminogenic risk and supervision of people admitted to the MHC program.

4. Incorporates assessment information into MHC case plan.

5. Attends all hearings and case reviews of MHC participants.

6. Meets with individual participants according to court reporting schedule as determined by the individual’s phase in the MHC program.

7. Maintains regular contacts with other agencies such as ancillary service providers, treatment providers, drug and alcohol testing agencies and MHC defense team.

8. Coordinates mental health, SUD and medical treatment services for MHC participants.

9. Maintains a current log of all contacts and keeps files up-to-date.

10. Transportation duties include physically transporting clients to court facilities, appointments, hearings, community service assignments, institutions or other such places deemed necessary.

11. Attends regularly scheduled staff meetings and in-service training sessions.

12. Supervision and evaluation of volunteer mentors and student interns performing field work responsibilities at the court.

13. Assists participants in completing applications for housing, entitlement programs and navigation of human service networks.

14. Uses independent judgment in unusual and crisis situations as it relates to mental health crises and criminal behavior. May be required to complete petition for involuntary treatment or Assisted Outpatient Treatment order.
15. Assists in maintaining data needed for grant reports, including the collection and organization of receipts, recording data on the rewards program, gathering and recording data on monitoring, drug and alcohol testing, treatment attendance and compliance with the MHC case plan.

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

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

**Employment Qualifications:**

**Education:** A minimum of a Bachelor’s degree in Social Sciences, Education, or related Human Services Field is required.

**Experience:** A minimum of 1 year experience in dealing with people with mental illness. Experience in dealing with court and treatment systems preferred.

**Other Requirements:**

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

**Working Conditions:**
1. This position works in both an indoor and outdoor environment. While indoors, there is no planned exposure to notable lights, noises, odors, temperatures or weather conditions. While outdoors, exposure to lights, noises, odors, temperatures or weather conditions cannot be controlled and may be extreme.

2. This position is exposed to communicable diseases, blood, other body fluids, etc.

3. This position is exposed to individuals in crisis. These individuals may suffer from mental or emotional illness, have violent tendencies or be unconcerned with their personal safety and hygiene.

4. This position is required to travel for meetings and appointments. Some appointments may be held at personal residences where levels of cleanliness and safety vary.

5. This position is provided, and required to use, Personal Protection Equipment to minimize the risks associated with the working conditions listed above.
**Physical Requirements:**
- This position requires the ability to sit, stand, walk, twist, bend, stoop/crouch, squat, kneel, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position’s physical requirements require periodic stamina in twisting, bending, stooping/crouching, squatting, kneeling, lifting, carrying, pushing, pulling, reaching, grasping, handling, and pinching.
- This position’s physical requirements require regular stamina in sitting, walking, typing, and enduring repetitive movements of the wrists, hands or fingers.
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm’s reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

*ICEA COURT PRO 05*
*MAY 2018*
Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTINUE THE GRANT FUNDED THREE-QUARTER TIME ICEA COURT PROFESSIONAL 5 MENTAL HEALTH COURT – COURT SERVICES COORDINATOR POSITION; ADD A FULL-TIME ICEA COURT PROFESSIONAL 5 MENTAL HEALTH COURT – CASE COORDINATION SPECIALIST, AND ENTER INTO SUBCONTRACTS FOR FISCAL YEAR 2018-2019

WHEREAS, the 30th Circuit Court has submitted a grant request in the amount of $376,893 to the State Court Administrative Office (SCAO) for continuation of the Michigan Mental Health Court Operational Grant for the fiscal year of October 1, 2018 through September 30, 2019; and

WHEREAS, while the SCAO has not yet notified the Court of the amount of the grant award, it is anticipated that continuation of the program will be supported; and

WHEREAS, the goals of the Michigan Mental Health Court Operational Grant are to enhance community safety by responding to individuals who have committed non-violent felonies with supportive treatment and intensive supervision; to minimize recidivism; and to assist participants in achieving a positive legal outcome and maintaining a healthy lifestyle; and

WHEREAS, it has been determined that it is necessary to add a full-time Case Coordination Specialist position to achieve the program goals; and

WHEREAS, the Human Resources Department has classified the position as an ICEA Court Professionals 05 and the ICEA Court Professionals union supports the job description and classification; and

WHEREAS, the grant application requested $85,582 for the continuation of a three-quarter time Mental Health Court – Court Services Coordinator (MHC Court Services Coordinator) position, ICEA PRO05 and $87,662 for the addition of a full-time Mental Health Court – Case Coordination Specialist (MHC Case Coordination Specialist); and

WHEREAS, continuation of the position of the MHC Court Services Coordinator and the addition of the MHC Case Coordination Specialist would provide continuity of service and necessary treatment and ancillary services coordination; and

WHEREAS, the 2019 SCAO Michigan Mental Health Court Operational Grant provides for grant implementation services and participant treatment and services as follows: mental health treatment services to be provided by CMHA/CEI (not to exceed $138,102.58); and drug testing services to be provided by A.D.A.M.; electronic monitoring services to be provided by Sentinel and/or Michigan Department of Corrections; representation by a defense attorney; ancillary services to be provided by Northwest Initiative – ARRO; substance abuse assessments to be provided by Wellness, Inc; mental health services to be provided by Prevention and Training Services (PATS), Par Rehab Services, and Professional Psychological Services; and transitional housing to be provided by RISE Recovery Community or Pinnacle (collectively not to exceed $57,656); and
WHEREAS, the subcontractors who will provide grant implementation services and participant treatment and services for the 2019 Felony Michigan Mental Health Court Operational Grant are willing and able to provide the services that the County requires.

THEREFORE BE IT RESOLVED, that as of October 1, 2018, Ingham County Board of Commissioners authorizes continuation of the MHC Court Services Coordinator position for the Michigan Mental Health Grant Program – Operational Grant which has a grant period of October 1, 2018 through September 30, 2018, and once the award has been granted approves the addition of a MHC Case Coordination Specialist and authorizes entering into subcontracts for the same grant with mental health treatment services to be provided by CMHA/CEI (not to exceed $138,102.58); and drug testing services to be provided by A.D.A.M.; electronic monitoring services to be provided by Sentinel and/or Michigan Department of Corrections; representation by a defense attorney; ancillary services to be provided by Northwest Initiative – ARRO; substance abuse assessments to be provided by Wellness, Inx; mental health services to be provided by Prevention and Training Services (PATS), Par Rehab Services, and Professional Psychological Services; and transitional housing to be provided by RISE Recovery Community or Pinnacle (collectively not to exceed $57,656).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2018-2019 budget and position allocation lists consistent with this resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts/subcontracts consistent with this resolution subject to approval as to form by the County Attorney.
TO: Law & Courts and Finance Committees
FROM: Rhonda K. Swayze
DATE: September 4, 2018
RE: Swift and Sure Sanctions Probation Program
2018 - 2019 Operational Grant Award

The SSSPP is an intensive supervision probation program that focuses on high-risk felony probationers with a demonstrated history of probation failures due to behavioral noncompliance or three or more probation violations. The primary goal is to increase compliance with probation terms by imposing certain, swift, and consistent sanctions for probation violations which is consistent with the County’s long term objective of providing appropriate sanctions for adult offenders.

The 30th Circuit Court has submitted a grant requesting $256,452 from the State Court Administrative Office (SCAO) to continue the Swift and Sure Sanctions Probation Program (SSSPP). The award is for the grant period of October 1, 2018 through September 30, 2019. We have not yet received notification from the SCAO of the amount of our grant award, but anticipate continuation of the program.

Through the enclosed Resolution, we are requesting that the Board of Commissioners continue the three-quarter time SSSPP Case Management Coordinator beginning October 1, 2018, and authorize entering into subcontracts with program vendors once the award has been granted.

Once the grant award is received, an amendment to this resolution will be submitted requesting that the Board accept the awarded grant amount; make any necessary adjustments to the 2018 and 2019 budget and position allocation lists; and sign any necessary contract/subcontracts consistent with the Resolution.

cc: Hon. Laura Baird
    Hon. Clinton Canady
    Hon. Joyce Draganchuk
    Shauna Dunnings
    Hon. Richard J. Garcia
    Lisa McCormick
    Carol Siemon
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT THE FY 2019 SWIFT AND SURE SANCTIONS PROBATION PROGRAM GRANT, CONTINUE THE GRANT FUNDED THREE-QUARTER TIME SSSPP CASE MANAGEMENT COORDINATOR POSITION, AND ENTER INTO SUBCONTRACTS

WHEREAS, the 30th Circuit Court has submitted a grant request in the amount of $256,452 from the State Court Administrative Office (SCAOO) for the fiscal year of October 1, 2018 through September 30, 2019 to continue the Swift and Sure Sanctions Probation Program (SSSPP) Grant; and

WHEREAS, while the SCAO has not yet notified the Court of the amount of the grant award, it is anticipated that continuation of the program will be supported; and

WHEREAS, the primary goal of the SSSPP is to increase compliance with probation terms by imposing certain, swift and consistent sanctions for probation violations which is consistent with Ingham County’s long term objective of providing appropriate sanctions for adult offenders; and

WHEREAS, $79,361 of the grant award is for the grant funded salary and fringe benefits of a three-quarter time SSSPP Case Management Coordinator position; and

WHEREAS, continuing the SSSPP Case Management Coordinator position initially referenced in Resolution 13-390 will assist the Circuit Court in achieving the goals and objectives stated above; and

WHEREAS, the 2019 SCAO Swift and Sure Sanctions Probation Program Grant provides for grant implementation services and participant treatment and services as follows: representation by a defense attorney; substance abuse evaluations to be provided by Wellness, Inx.; day reporting services to be provided by NorthWest Initiative – ARRO; drug treatment, mental health treatment, anger management, domestic violence counseling services and transitional housing to be provided by Cristo-Rey, CEI-CMH, Freedom Through Counseling, and RISE Recovery Community; drug testing services to be provided by A.D.A.M.; and electronic monitoring services to be provided by Sentinel, (collectively not to exceed $131,554.50); and

WHEREAS, the subcontractors who will provide grant implementation services and participant treatment and services for the 2019 SCAO Swift and Sure Sanctions Probation Program Grant are willing and able to provide the services that the County requires.

THEREFORE BE IT RESOLVED, that as of October 1, 2018, the Ingham County Board of Commissioners authorizes continuation of the three-quarter time SSSPP Case Management Coordinator position for the Swift and Sure Sanctions Probation Program Grant which begins on October 1, 2018 and ends on September 30, 2019, and, authorizes entering into subcontracts for the same grant with defense attorneys; Wellness, Inx; NorthWest Initiative – ARRO; Cristo-Rey; CEI-CMH; Freedom Through Counseling; RISE Recovery Community; A.D.A.M.; and Sentinel, (collectively not to exceed $131,554.50) once the award has been granted.
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2018 and 2019 budget and position allocation lists consistent with this resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts/subcontracts consistent with this resolution subject to approval as to form by the County Attorney.
TO: Board of Commissioners, Law and Courts and Finance Committees

FROM: Scott LeRoy, Deputy Court Administrator

DATE: September 4, 2018

RE: Resolution to Amend Contract for Attorney Services for the Juvenile Division

The Resolution attached with this memo is requesting the authority for the Circuit Court Juvenile Division to amend contracts with several attorneys for legal counsel of children in delinquency and truancy cases. The Court has entered into these delinquency contracts since 2010, and Lawyer Guardian Ad Litem contacts since 2002, in an effort to reduce costs for attorney fees, and to provide consistent and efficient representation to children and indigent youth.

The Circuit Court Juvenile Division is presenting this resolution because Attorney Peter Brown, who has been providing legal counsel to indigent juveniles assigned to Judge Garcia’s delinquency docket, was hired by the Juvenile Division as an Attorney Referee. Mr. Brown began in his new position on September 4, 2018. As a result, Mr. Brown is no longer able to provide legal counsel to youth. Judge Garcia wishes to enter into a contract with Attorney Robert Ochodnicky to be Mr. Brown’s successor. Mr. Ochodnicky was previously sharing a contract with Attorney Steven Feigelson to provide legal counsel to indigent juveniles assigned to Judge Economy’s delinquency docket, thus requiring both contracts for Attorney Robert Ochodnicky and Attorney Steven Feigelson to be amended.

Mr. Brown was also contracted to provide legal counsel to juveniles assigned to Judge Garcia’s Truancy Court docket. Judge Garcia wishes to enter into a contract with Attorney Kaitlin Fish to provide legal counsel for Truancy Court. Ms. Fish currently has a contract as Judge Garcia’s Lawyer Guardian Ad Litem on Neglect and Abuse cases at a rate of $4,040.16 month. Please note that Ms. Fish’s “not to exceed rate” in the resolution is a combination of her existing contract and the proposed Truancy Court contract through December 31, 2018.

The Judiciary selects specific attorneys for these contacts based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law and a well-known reputation for zealously advocating for their clients. Funds to support these contacts have been allocated in the existing 2018 budget and recommended in the 2019 budget. No additional funding is required.
Introducing by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND CONTRACT FOR ATTORNEY SERVICES
FOR THE JUVENILE DIVISION

WHEREAS, the Circuit Court Juvenile Division, by statute and Constitution, must provide legal counsel to juveniles in delinquency cases who are indigent; and

WHEREAS, the Circuit Court Juvenile Division, to reduce cost for attorney fees and provide consistent and efficient legal services for children, has contracted with attorneys; and

WHEREAS, Attorney Peter Brown has been providing legal counsel on juvenile delinquency and truancy cases assigned to Judge Richard J. Garcia; and

WHEREAS, Attorney Peter Brown was hired as the Circuit Court Juvenile Division’s Attorney Referee and can no longer provide legal counsel on juvenile delinquency and truancy cases assigned to Judge Richard J. Garcia; and

WHEREAS, Attorney Steven Feigelson and Attorney Robert Ochodnicky have been providing legal counsel, on one-half of the juvenile delinquency cases, respectively, assigned to Judge R. George Economy; and

WHEREAS, the Circuit Court Juvenile Division would like to amend the contract for Attorney Robert Ochodnicky to provide legal counsel on all juvenile delinquency cases assigned to Judge Richard J. Garcia effective September 1, 2018 through December 31, 2018 in the amount of $1,271.14 per month, not to exceed $9,124.56; and

WHEREAS, the Circuit Court Juvenile Division would like to amend the contract for Attorney Steven Feigelson to provide legal counsel on all juvenile delinquency cases assigned to Judge R. George Economy effective September 1, 2018 through December 31, 2018 in the amount of $1,010.00 per month, not to exceed $8,080.00; and

WHEREAS, the Circuit Court Juvenile Division would like to amend the contract for Attorney Kaitlin Fish to include providing legal counsel on truancy cases assigned to the Truancy Court Program, effective September 1, 2018 through December 31, 2018 in the amount of $833.33 per month, not to exceed $51,814.52.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amend the existing contracts to reflect the following:

- Attorney Robert Ochodnicky, for Judge Richard J. Garcia’s delinquency cases, at $1,271.14 per month, not to exceed $9,124.56. Effective 09/01/2018 through 12/31/2018.

- Attorney Steven Feigelson, for Judge R. George Economy’s delinquency cases, at $1,010.00 per month, not to exceed $8,080.00. Effective 09/01/2018 through 12/31/2018.
Attorney Kaitlin Fish, to include cases assigned to Truancy Court, at $833.33 per month, not to exceed $51,814.52. Effective 09/01/2018 through 12/31/2018.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contractual documents consistent with this Resolution and approve to form by the County Attorney.
Agenda Item 4b

TO: Board of Commissioners, Law and Courts and Finance Committees

FROM: Scott LeRoy, Deputy Court Administrator

DATE: September 4, 2018

RE: Resolution Amending the Ingham Intermediate School District Contract

During the 2018 budget process, the Juvenile Division requested and was approved to enter into a contract with Ingham Intermediate School District (IISD) to provide educational services at the Ingham Academy for an amount not to exceed $469,664. This is an anticipatory amount predicated on receiving the full State revenue reimbursement for 80 pupils on the fall count day. There are two count days each academic year, one in October which accounts 90% of the per pupil reimbursement and the other in February for the remaining 10% of the reimbursement. The IISD contract amount takes into account the actual per pupil reimbursement for February, but estimates the reimbursement for the fall count based on the program being at capacity.

On October 4, 2017 or “count day,” the Ingham Academy had 73 enrolled students. Of those 73 students, IISD received reimbursement for 65.04.

The amount of state reimbursement factored into the 2018 budget amount was $598,421, however the actual amount reimbursed was $499,398, leaving a deficit of $99,023.

Given the shortage in revenue, IISD and the Juvenile Division worked to come up with cost saving measures to absorb some of this deficit. The costs associated with IISD are almost exclusively attributed to staff, so options to reduce the cost are limited. During the year, a paraprofessional position was vacated and not filled to save money. Additionally, summer school, which historically has run on a Monday through Friday schedule, was shortened to four days a week. These measures were effective in greatly reducing, but not completely eliminating the deficit.

The Juvenile Division has a surplus in the Intensive Neglect Services program – Non-Contracted per diem as a result of changing the budget structure with the Child Care Fund and lower caseloads in that program. The Juvenile Division is able to transfer money from this surplus to cover the deficit associated with the Ingham Academy and is not requesting additional funds. The contract with Ingham Intermediate School District is Child Care Fund reimbursable.
WHEREAS, the Ingham Academy is a partnership between the Juvenile Division of the Circuit Court, Highfields Inc, Peckham Inc and Ingham Intermediate School District; and

WHEREAS, the Juvenile Division of the Circuit Court has utilized Ingham Intermediate School District to provide educational instruction at the Ingham Academy since September of 2007; and

WHEREAS, the Ingham Intermediate School District provides teachers, paraprofessionals, administrative support and a part-time principal; and

WHEREAS, the Ingham County Board of Commissioners authorized entering into a contract with Ingham Intermediate School District for an amount not to exceed $469,664.00; and

WHEREAS, the contract amount was based on 80 students being enrolled in the Ingham Academy on Count Day; and

WHEREAS, the Ingham Intermediate School District receives per pupil funding through the State School Aid Act; and

WHEREAS, per the contract language, the Ingham Intermediate School District bills the actual cost associated with the Ingham Academy based on the cost of the program less the revenue received from the State School Aid Act; and

WHEREAS, students who attend the Ingham Academy are ordered by the Juvenile Division of the Circuit Court; and

WHEREAS, the Ingham Intermediate School District per pupil count was 55.86 in February and 65.04 in October 2017, resulting in an estimated budget shortage of $99,023.82; and

WHEREAS, the Juvenile Division of the Circuit Court and the Ingham Intermediate School District reduced the deficit margin by implementing cost saving measures throughout the 2017/2018 school year; and

WHEREAS, there is still a deficit of approximately $55,000; and

WHEREAS, the cost of this contract is funded 50% by the Juvenile Justice Millage and 50% by the State Child Care Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the existing contract to an amount not to exceed $524,664 with Ingham Intermediate School District for educational instruction for the time period of October 1, 2017 through September 31, 2018.
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2018 budget consistent with this resolution.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts consistent with this resolution subject to approval as to form by the County Attorney.
TO: Law and Courts Committee

FROM: Scott LeRoy

DATE: September 4, 2018

RE: Family Dependency Treatment Court Grant

The Family Dependency Treatment Court handles cases involving parents of children petitioned to the Court for abuse and/or neglect and the parent’s primary issue is substance abuse. The grant helps provide services to remove many barriers.

The grant provides supervision, transportation, rewards and incentives, trauma assessment and treatment, emotional regulation, substance testing, cognitive behavioral therapy, relapse prevention intervention, in-patient treatment, risk assessments, psychiatric/pain management consultation and assessment, mentoring/coaching, and education and employment.

The Circuit Court Juvenile Division submitted a grant requesting $201,366.25 from the State Court Administrative Office (SCAO) to continue the FDTC program. The award is for the grant period of October 1, 2018 through September 30, 2019. We have not yet received notification from the SCAO of the amount of our grant award, but anticipate continuation of the program.

Through the enclosed Resolution we are requesting that the Board of Commissioners continue the ¾ time FDTC Program Coordinator position and the 2 Special Part-time Program Assistants positions beginning October 1, 2018, and authorize entering into subcontracts with program vendors once the award has been granted.

Once the grant award is received, an amendment to this resolution will be submitted requesting that the Board accept the awarded grant amount; make any necessary adjustments to the 2018 and 2019 budget and position allocation lists; and sign any necessary contracts/subcontracts consistent with the Resolution.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTINUE THE MICHIGAN DRUG COURT GRANT FOR THE INGHAM COUNTY FAMILY DEPENDENCY TREATMENT COURT

WHEREAS, the 30th Judicial Circuit Court Juvenile Division has submitted a grant request in the amount of $203,366.25 from the Michigan Drug Court Grant program, administered by the State Court Administrative Office, for purposes of eliminating barriers to treatment as well as the continued funding of three positions; and

WHEREAS, while the SCAO has not yet notified the Court of the amount of the grant award, it is anticipated that the continuation of the program will be supported; and

WHEREAS, the Family Dependency Treatment Court handles cases involving parents of children petitioned to the Court for abuse and or neglect and the parent’s primary issue is substance abuse; and

WHEREAS, the barriers affected with this grant will include supervision, transportation, rewards and incentives, trauma assessment and treatment, emotional regulation, substance testing, cognitive behavioral therapy, relapse prevention intervention, in-patient treatment, risk assessment, psychiatric/pain management consultation and assessment, mentoring/coaching, education and employment, medically assisted treatment needs; and

WHEREAS, the grant award also includes continuing funding of a ¾ time FDTC Coordinator to complete screenings and intake of new participants, implement programs, and coordinate services; and

WHEREAS, the FDTC Coordinator position has been determined by Ingham County’s Human Resource Department to be a ¾ time position with benefits and is a member of the OPEIU funded for the duration of the grant which ends September 30, 2019; and

WHEREAS, the grant also includes the continued funding of two Special Part-time Program Assistants to provide supervision, testing, and transportation of participants after traditional work hours and on weekends; and

WHEREAS, the FDTC Program Assistant position has been determined by Ingham County’s Human Resource Department to be a Special Part Time position without benefits at a UAW B pay grade and will be funded for the duration of the grant which ends September 30, 2019; and

WHEREAS, the acceptance of this award is recommended to the Ingham County Board of Commissioners in order to enhance the work of the Family Dependency Treatment Court.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes accepting a grant award from the Michigan Drug Court Grant Program to the Ingham County Circuit Court’s Family Dependency Treatment Court for the sum not to exceed $203,366.25, which includes continued employment of a ¾ time FDTC Coordinator that would be part of the OPEIU, with benefits, and continued employment of two grant funded Special Part Time positions, at a UAW B pay grade, without benefits, for the time period of October 1, 2018 through September 30, 2019.
BE IT FURTHER RESOLVED, that a grant subcontract with the Mid Michigan Recovery Services (MMRS) is authorized to provide substance abuse assessments, cognitive behavioral, Trauma Recovery group, individual sessions, and in-patient treatment services; total costs are to not exceed $47,387.50 for the duration of this grant period.

BE IT FURTHER RESOLVED, that a grant subcontract with House Arrest Services is authorized to provide substance abuse monitoring; total costs are to not exceed $12,000 for the duration of this grant period.

BE IT FURTHER RESOLVED, that a grant subcontract with the Forensic Fluids Laboratories is authorized to provide oral swab substance abuse testing; total costs are to not exceed $15,000 for the duration of this grant period.

BE IT FURTHER RESOLVED, that a grant subcontract with Dr. Norman Miller, MD, JD, PLLC is authorized to provide psychiatric evaluation, pain management assessment, and case consultation; total costs are to not exceed $6,000 for the duration of this grant period.

BE IT FURTHER RESOLVED, that a grant subcontract with Michigan State University Psychology Clinic is authorized to provide trauma assessments; total costs are to not exceed $7,200 for the duration of this grant period.

BE IT FURTHER RESOLVED, that a grant subcontract with ADAM (Alcohol Drug Administrative Monitoring, Inc.) is authorized to provide urinalysis testing for DHHS participants; total costs are to not exceed $18,304 for the duration of this grant period.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2018 and 2019 Circuit Court Family Division budget and Position Allocation List.

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 & Courts and Finance Committees
FROM: Lance Langdon, Director 9-1-1
DATE: September 4, 2018
SUBJECT: Amendment & Renewal of Contract with Ergometrics for Pre-employment Testing
For the meeting agenda of September 13th and September 19th, 2018

BACKGROUND
The Board approved the purchase and contract with Ergometrics on September 18, 2012, and then the amendment of the contract in 2015 under Resolution #15-025. The pre-employment testing program has been used since 2012 and is a valuable part of the hiring process used by the 9-1-1 Center. This contract renewal allows us to continue to use the software and support of Ergometrics staff in processing out applicant tests. This will cover the period of December 7, 2017 through December 7, 2018.

With Ingham County Contract requirements and adding Ingham County as an insured for Ergometrics insurance coverage, they are requiring an additional $250.00 for additional costs to comply with the counties requirements. At this same time I am requesting approval for next year’s renewal due in December of 2018.

ALTERNATIVES
We could abandon this program and look for other options but we have been happy with the current system. This system also allows us to test many people at the same time as opposed to systems that require individual PC’s to test applicants on.

FINANCIAL IMPACT
Cost for this has been accounted for in the centers 2018 budget, for an annual cost of $3,600.00 + an additional $250.00 fee for contractual changes for insurance, for a yearly total of $3,850.00 per year for December 2017 and December 2018 renewals with their normal fees of $3.00 per applicant with a $25.00 minimum.

OTHER CONSIDERATIONS
The length of time for testing is also limited with the ability to test, 12, 20, 50+ people at the same time, limiting time needed for staff to proctor the test.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to approve the renewal of the Ergometrics contact.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND A CONTRACT RENEWAL FOR
PRE-EMPLOYMENT TESTING

WHEREAS, a contract has been in place between Ergometrics and Ingham County for pre-employment testing of 9-1-1 Center applicants, approved by the Board Chairperson on September 18, 2012; and

WHEREAS, the 9-1-1 Central Dispatch Director has determined that the program has been a necessary and valuable part of the 9-1-1 Center’s hiring process; and

WHEREAS, the provisions of the contract as approved by the Board in resolution 18-060, need to be amended to show an increased charge of $250.00 as the result of additional contract language required by Ingham County, altering their basic contract provisions. This will continue with no increase in the rates for the period of December 7, 2017 through December 7, 2018, outside of this additional contract related fee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the amended contract between Ergometrics and Ingham County 9-1-1 Central Dispatch for pre-employment testing, effective December 7, 2017 through December 7, 2018 for an annual cost of $3,850.00 and a fee of $3.00 per applicant with a $25.00 minimum.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby also approves renewal of the contract between Ergometrics and Ingham County 9-1-1 Central Dispatch for pre-employment testing, effective December 7, 2018 through December 7, 2019 for an annual cost of $3,850.00 and a fee of $3.00 per applicant with a $25.00 minimum.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is 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 & Courts and Finance Committees
FROM: Lance Langdon, Director 9-1-1
DATE: September 4, 2018
SUBJECT: Purchase of ESRI – ArcGIS software and support

For the meeting agenda of September 13th and September 19th, 2018

BACKGROUND
The 9-1-1 Center uses ArcGIS with our CAD and mobile mapping and we need to purchase an updated license and support/maintenance as we continue to use the software to create and update maps for use with our CAD and Mobile systems.

ALTERNATIVES
This is the only program we can use with our systems and the costs are a State of Michigan contract pricing.

FINANCIAL IMPACT
The license has a onetime cost of $6300.00 and a yearly maintenance cost of $1500.00. The maintenance cost is an annual yearly cost. It is request that this support be approved for each of the next 5 years.

OTHER CONSIDERATIONS
The mapping constructed with this software provides the tools that our dispatchers need to locate callers and route needed emergency service to the callers.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to approve the software and support purchase.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE PURCHASE OF AN ESRI ArcGIS SOFTWARE LICENSE FOR THE 9-1-1 CENTER

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County 9-1-1 uses ESRI ArcGIS to manage GIS and mapping data used to process 9-1-1 and other calls for service; and

WHEREAS, the 9-1-1 Center has received a GSA pricing quote for a single ArcGIS Desktop license in the amount of $6300.00, with a yearly maintenance cost of $1500.00; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners fund this request from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the expenditure of $6300.00 from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund balance for the costs associated with the purchase of the ArcGIS software and $1500.00 per year for each of the next 5 years for software support services.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract/Purchase Order documents consistent with this resolution and approved as to form by the County Attorney.
TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Lance Langdon, Director 9-1-1
DATE: September 4, 2018
SUBJECT: Request for recruiting services contract

For the meeting agenda of September 13th and September 19th, 2018

BACKGROUND
As you are all aware we have struggled to find staffing to fill the positions at the 9-1-1 Center. We have tried various ways to get the message out that we have positions available but have not been able to locate the candidates/applicants needed to fill our open positions. We have and will continue to attend job fairs, advertise openings on jobs sites, social media to find needed staffing. We have done an RFP for recruiting companies to find us candidates to fill our staffing needs. This resolution is to award the contract to EG Workforce for their services.

ALTERNATIVES
As the result of discussions with the employee committees we have worked to explore alternatives. It was suggested and I agree with the suggestion to try and contract with a recruiting company (head hunter) to find staff for us. This problem faces centers across North America, not just Ingham County. If we continue as current we struggle to find good candidates, a company that can search out and screen candidates for us will help greatly in filling our needs.

FINANCIAL IMPACT
The proposal is for a tiered cost approach based on candidates being hired by the county. EG Workforce was the lowest cost per candidate at $2950.00 per person hired. Finding and adding to staffing does cause additional expense that we have not incurred prior, but the addition of staff will reduce overtime and more importantly the stress felt by staff that have had to cover the staffing shortage since 2012.

OTHER CONSIDERATIONS
The problems, stress and moral issues that staff deal with at the 9-1-1 Center all hinge on the lack of staff needed to provide coverage without mandatory overtime. Increasing staffing is the Priority to address these issues.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support the use of EG Workforce Solutions for recruiting services for 9-1-1.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH EG WORKFORCE SOLUTIONS FOR RECRUITING SERVICES FOR INGHAM COUNTY 9-1-1

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the 9-1-1 center has been unable to locate applicants with the proper skill set to fill all of the approved Emergency Dispatcher positions (58) needed; and

WHEREAS, the 9-1-1 Director has sought proposals from recruiting companies to assist in finding candidates/applicants that have the skills and interest in working in the 9-1-1 Center; and

WHEREAS, EG Workforce Solutions submitted the lowest proposal amount of $2,950.00 per hired candidate/applicant; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners fund this request from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the expenditure of up to $60,000.00 per year, from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund balance for the costs associated with the recruiting services with EG Workforce Solutions.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract/purchase order documents consistent with this resolution and approved as to form by the County Attorney.
TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Lance Langdon, Director 9-1-1
DATE: September 4, 2018
SUBJECT: Purchase of TriTech Inform CAD API Software

For the meeting agenda of September 13th and September 19th, 2018

BACKGROUND
The Center submitted a 2018 CIP project to purchase a software product CAD API, which will allow customized changes to the CAD systems to enhance and customize the system to improve workflow and performance. With this CIP project we have had Ingham County IT involved and a network administrator has already received training with this software.

ALTERNATIVES
The software allows for some specific customization to be done with the software to refine responses to the way we do business at Ingham County 9-1-1. This includes Police, Fire and EMS responses. We can continue without this software, and we would not be able to do the customization that is needed for some of our responses to be more seamless for staff.

FINANCIAL IMPACT
This was a CIP 2018 project and is part of our 2018 9-1-1 Center budget. Cost for this project is $8600.00, which includes software, training and support.

OTHER CONSIDERATIONS
Customization of our work flow or tasks makes it easier on staff as they process calls for service for both emergent and non-emergent calls. The easier we make it for the Dispatchers to perform their duties, the less stress they will feel in doing their job each day.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support the purchase the TriTech, Inform CAD API program.
Introducing by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE SOFTWARE PURCHASE AGREEMENT WITH TRITECH FOR INFOM CAD API TO ENHANCE THE 9-1-1 CENTER COMPUTER AIDED DISPATCH (CAD) SYSTEM

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners previously authorized the acquisition of a TriTech Computer Aided Dispatch System (CAD) for the Ingham County 9-1-1 Center under Resolution #14-081; and

WHEREAS, the 9-1-1 Center needs to acquire the Inform CAD API, to enhance with TriTech CAD software in use as the Ingham County 9-1-1 CAD system; and

WHEREAS, the Ingham County Board of Commissioners approved $8,600.00 for this project in the 2018 CIP budget request for the 9-1-1 Center; and

WHEREAS, the 9-1-1 Director recommends the purchase of this software from TriTech to enhance CAD system, which has been budgeted for in the center’s 2018 budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the purchase of the TriTech Inform CAD API software and software support for the Ingham County 9-1-1 Center, at a cost not to exceed $8,600.00, which includes the first year’s software support.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign any necessary contract/documents or purchase order, on behalf of the County after approval as to form by the County Attorney.
TO:    Board of Commissioners Law & Courts and Finance Committees
FROM:  Lance Langdon, Director 9-1-1
DATE:  September 4, 2018
SUBJECT:  Purchase of TriTech CAD/Mobile Test Systems

For the meeting agenda of September 13th and September 19th, 2018

BACKGROUND
The Center submitted a 2018 CIP project to purchase a test system for our CAD, computer aided dispatch system and our MOBILE, in vehicle computer system that are used by Dispatch, all police and some fire agencies in the county. The Center has two CAD systems, a production and a training system. They are used as the name sounds to run day to day operations in production and training of new and current staff in the training system.

Because we do a great deal of training with the hiring of staff as well as training of current staff, the two systems are used and must be the same to properly teach employees on the system. As software updates and configuration is done, on our training system today, it will change the way the system works and may not always function in the way we want it to.

Adding a test system will allow the changing of configurations, updates and other changes to the system to be tested and vetted to make sure they work prior to putting them into the training and production systems. On the Mobile system there is currently no training system in place, allowing for us to test between the two systems which rely on each other to insure that work on one system does not cause issues with the other. If needed this test Mobile system may also be used for training.

ALTERNATIVES
We can continue without these testing systems, but it will cause issues as we do updates, configuration and changes. The test system will allow changes to not affect the other system as they are evaluated or trained on.

FINANCIAL IMPACT
This was a CIP 2018 project and is part of our 2018 9-1-1 Center budget. The project was approved for up to $35,323.00, which includes software, training and support.

OTHER CONSIDERATIONS
Changes are made to the system configuration often. Eliminating the impact of this work on the training & production systems, will eliminate needed system restorations and work to bring the two systems to a matching configuration, making it easier for the Dispatchers to train while system administrations update and test the system.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support the purchase the TriTech, CAD and MOBILE test systems.
Resolutions

RESOLUTION TO AUTHORIZE SOFTWARE PURCHASE AGREEMENT WITH TRITECH FOR INFORM CAD/MOBILE TEST SYSTEMS TO ENHANCE THE 9-1-1 CENTER COMPUTER AIDED DISPATCH (CAD) AND PUBLIC SAFETY MOBILE SYSTEMS

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Computer aided dispatch (CAD) / Mobile systems through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners previously authorized the acquisition of a TriTech Computer Aided Dispatch System (CAD) for the Ingham County 9-1-1 Center under Resolution #14-081; and

WHEREAS, the 9-1-1 Center needs to acquire a Inform Cad & Mobile Test System, to assist in the configuration changes, upgrades and enhancement of TriTech CAD/Mobile software in use by the Ingham County 9-1-1 Center and public safety agencies with their in vehicle mobile computer systems; and

WHEREAS, the Ingham County Board of Commissioners approved $35,323.00 for this project in the 2018 CIP budget request for the 9-1-1 Center; and

WHEREAS, the 9-1-1 Director recommends the purchase of this software from TriTech to purchase a test system for CAD and Mobile, which has been budgeted for in the center’s 2018 budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the purchase of the TriTech a Inform CAD & Mobile Test System and first year’s software support for the Ingham County 9-1-1 Center, at a cost not to exceed $35,323.00.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign any necessary contract/documents or purchase order, on behalf of the County after approval as to form by the County Attorney.
TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Lance Langdon, Director 9-1-1

DATE: September 4, 2018

SUBJECT: Approval of Contract with Word Systems, Inc. for Nice Recorder Support

For the meeting agenda of September 13th and September 19th, 2018

BACKGROUND
All radio and phone lines are recorded on a recording system by NICE, that was installed by VanBelkum when the center opened. We have been advised that VanBelkum will no longer support our system. The manufacture/factory service provider for Michigan is Word Systems, Inc. of Indiana.

VanBelkum has been using Word Systems as a sub-contractor since June 2018 for our service, as they are under contract until the end of September. This is a vital system and we must have proper support of the system.

ALTERNATIVES
There are no alternatives for maintenance of our system, as they are the Michigan provider. Our only option would be to replace the system at a greater cost. This system will need replacement with our new Ingham County Public Safety Radio System.

FINANCIAL IMPACT
This was included with the centers budget which was $18,500.00, with the cost of the years’ service from Word at $17,552.00 almost one thousand dollars under the expected costs.

OTHER CONSIDERATIONS
This recording system is a vital part of daily operations of the center, and provides the ability of our Dispatchers to recall conversations that they miss or could not hear, to clarify what we said, in addition to providing recordings for evidence in criminal/civil cases and FOIA requests.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support the contract for NICE recorder support from Word Systems, Inc.
Agenda Item 5f

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT FOR SOFTWARE SUPPORT AND SERVICES FOR THE NICE 9-1-1 RECORDER SYSTEM FOR THE INGHAM COUNTY 9-1-1 CENTER

WHEREAS, the Ingham County Board of Commissioners has established the 9-1-1 Central Dispatch Center and approved a NICE brand 9-1-1 Recording System for use by the 9-1-1 Center Resolution #11-125 in April of 2011; and

WHEREAS, the Ingham County Board of Commissioners approved an upgrade of the NICE Recording system for the 9-1-1 Central Dispatch Center under Resolution #16-456; and

WHEREAS, the County/9-1-1 Center had contracted with Van Belkum for the purchase of equipment and support/service of the recording system, with their contract expiring September 30, 2018; and

WHEREAS, the representatives of Van Belkum are no longer going to support the Center’s NICE 9-1-1 Recorder Systems with the expiration of the contract; and

WHEREAS, the 9-1-1 Center’s 2018 budget included the costs to support the Center’s NICE 9-1-1 Recorder Systems up to $18,500.00; and

WHEREAS, the new Michigan approved factory service provider for the NICE recording system is Word Systems, Inc. of Indiana, who has submitted a quote to provide support and service for the 9-1-1 system from October 10, 2018 through September 30, 2019, for $17,552.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Word Systems, Inc. of Indiana, for support and services for the Center’s NICE 9-1-1 Recording System at a cost of $17,552.00, from the 9-1-1 Center’s 2018 operations budget.

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: Law & Courts Committee
FROM: Kate Turner, Interim Deputy Director ICACS
DATE: August 27, 2018
SUBJECT: Adding limit to Low Cost Spay/Neuter Vouchers

For the meeting agenda of September 13th, 2018

BACKGROUND
Ingham County Animal Control and Shelter (ICACS) has been providing low cost spay and neuter vouchers for residents of Ingham County. Households that can prove residency (either by State ID, Driver’s License, or a piece of mail) are eligible to purchase vouchers to have their pet spayed/neutered and vaccinated. Rabies vaccines, Distemper vaccines, and the surgery are all included in the cost of the voucher. These funds collected by the vouchers go toward covering the cost of the surgery that is billed to ICACS. The surgeries are performed at 2 area veterinary clinics, Southside Animal Hospital and Capital Area Humane Society Spay & Neuter Clinic. These clinics have given ICACS a discounted rate. The cost of the voucher does not cover the total incurred cost of the surgery as noted in the additional documentation attached. The additional funds are subsidized by donations to the animal shelter, and ICACS budget through the county. This is a worthy program that helps many families in need of veterinary care the opportunity to have their pets spayed/neutered and vaccinated. This follows ICACS goal of fewer homeless pets by preventing unintended litters.

However, over the last year local animal welfare groups (specifically cat rescues) have started purchasing these vouchers as a way to reduce their medical costs for the animals that they are providing a service for. While community assistance in reducing unintended litters is admirable, these rescue groups are not all based in Ingham County. Vouchers are being purchased by Ingham County resident volunteers in bulk for animals being taken in by these rescues. As of 8/24/18, over 350 vouchers have been purchased by area rescues year to date.

ICACS staff is recommending placing a limit on number of vouchers purchased per household. This limit of 10 per year would allow for a reasonable number of animals per household that could benefit from the discounted medical service. Additional vouchers would be able to be purchased after a welfare check has been completed by an Animal Control Officer (ACO). While on the welfare check, an ACO would be able to determine if the animals in the home were being appropriately cared for. An ACO would then be able to authorize the purchase of more vouchers at their discretion. These home checks would give the opportunity for ACO’s to make sure owners are educated on pet care, and extend other resources to provide aid to pet owners in need. It would also give ACOs an opportunity to prevent a potentially neglectful or “hoarding” situation from going unchecked.

ICACS staff is recommending this change be effective Jan 1, 2019. This would give rescue groups that may have already given an offer of aid a chance to continue that care, and prevent them needing to back out of their commitments. ICACS has already confirmed with a local veterinary clinic that these rescues do have the opportunity to receive the same discounted rate for service that is provided to ICACS.

ALTERNATIVES
ICACS could maintain its current process of unlimited vouchers for Ingham County residents.
FINANCIAL IMPACT
Financial impact of placing a limitation on number of vouchers to be purchased would be financially beneficial to the county. Change in procedure can be added to already scheduled printing at no additional cost. There may be an additional work load for Animal Control Officers that would be doing home checks to verify need, but these measures could potentially reduce future spending should a welfare issue be prevented.

OTHER CONSIDERATIONS
There are no statutory requirements related to this proposed change.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support this limitation on vouchers.

cc:  Sgt. Andy Daenzer
     Teri Morton
### Cost Breakdown for Vouchers
**Capital Area Humane Society Spay & Neuter Clinic**

<table>
<thead>
<tr>
<th>Species</th>
<th>M/F</th>
<th>Cost of Surgery</th>
<th>Cost of Vaccines</th>
<th>Voucher Income</th>
<th>Net Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat</td>
<td>M</td>
<td>$20.00</td>
<td>$7.00</td>
<td>$20.00</td>
<td>-$7.00</td>
</tr>
<tr>
<td>Cat</td>
<td>F</td>
<td>$40.00</td>
<td>$7.00</td>
<td>$30.00</td>
<td>-$17.00</td>
</tr>
<tr>
<td>Dog</td>
<td>M</td>
<td>$60.00</td>
<td>$7.00</td>
<td>$45.00</td>
<td>-$22.00</td>
</tr>
<tr>
<td>Dog</td>
<td>F</td>
<td>$80.00</td>
<td>$7.00</td>
<td>$50.00</td>
<td>-$37.00</td>
</tr>
</tbody>
</table>

### Cost Breakdown for Vouchers
**Southside Animal Hospital**

<table>
<thead>
<tr>
<th>Species</th>
<th>M/F</th>
<th>Cost of Surgery</th>
<th>Cost of Vaccines</th>
<th>Voucher Income</th>
<th>Net Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat</td>
<td>M</td>
<td>$25.00</td>
<td>19.37</td>
<td>$20.00</td>
<td>-$19.37</td>
</tr>
<tr>
<td>Cat</td>
<td>F</td>
<td>$45.00</td>
<td>19.37</td>
<td>$30.00</td>
<td>-$34.37</td>
</tr>
<tr>
<td>Dog</td>
<td>M</td>
<td>$65.00</td>
<td>11.37</td>
<td>$45.00</td>
<td>-$31.37</td>
</tr>
<tr>
<td>Dog</td>
<td>F</td>
<td>$85.00</td>
<td>11.37</td>
<td>$50.00</td>
<td>-$46.37</td>
</tr>
</tbody>
</table>
RESOLUTION TO INCREASE OVERSIGHT OF SPAY/NEUTER VOUCHERS PURCHASED

WHEREAS, the Ingham County Animal and Shelter (ICACS) currently sells low cost spay and neuter vouchers for residents of Ingham County, which gives many families in need of veterinary care the opportunity to have their pets spayed/neutered and vaccinated, and advances the ICACS goal of fewer homeless pets by preventing unintended litters; and

WHEREAS, ICACS is seeing an excess number of spay/neuter vouchers being purchased on behalf of organizations instead of individual citizens; and

WHEREAS, the Board of Commissioners wishes to enact a limit of number of vouchers that can be purchased by individuals, after which additional resources may be made available to individuals at the recommendation of an Animal Control Officer.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the limiting of vouchers available to be purchased to ten (10) per individual, after which an Animal Control Officer may authorize additional resources and services as applicable.

BE IT FURTHER RESOLVED, that this change in policy/procedure would be effective January 1, 2019 to allow citizens time to be made aware of the change and to make other veterinary arrangements if necessary.
BACKGROUND
The Ingham County Animal Control and Shelter (ICACS) has applied for and been awarded a grant to reimburse ICACS for no fee adoptions finalized on October 6, 2018 as part of the BISSELL Pet Foundation’s Empty the Shelters Free Adoption event. ICACS will make animals available to qualifying adopters for free and the BISSELL Pet Foundation will reimburse ICACS at the following rates:

- $49/senior dog (6 years and older)
- $105/dog (6 months to 6 years)
- $140/puppy (under 6 months)
- $45/senior cat (6 years and older)
- $70/cat or kitten (under 6 years)

Plus $4.95 per microchipped pet adopted out.

ICACS will use our regular adoption application, screening process, and adoption agreement for adoptions done as part of this event. The grant will facilitate an increase in adoptions and marketing of the event will help raise the profile of ICACS’s adoption program in the community.

The amount of the grant will be determined by the number, species and ages of the animals adopted on October 6, 2018, but is anticipated not to exceed $5,000. There is no match requirement.

ALTERNATIVES
If the grant is not accepted, ICACS will adopt animals at the regular adoption fees that date.

FINANCIAL IMPACT
Accepting the grant may slightly enhance County revenue due to increased adoptions.

OTHER CONSIDERATIONS
Four previous Bissell Foundation adoption events were very successful and increased adoptions from ICACS.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to accept the Bissell Pet Foundation Grant.
Agenda Item 6b

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT A BISSELL PET FOUNDATION
EMPTY THE SHELTERS FREE ADOPTION GRANT

WHEREAS, the Ingham County Animal Control and Shelter has applied for and has been approved to receive a grant from the BISSELL Pet Foundation; and

WHEREAS, the purpose of this grant is to reimburse Ingham County Animal Control for no fee animal adoptions finalized on October 6, 2018; and

WHEREAS, the award amount of this grant is dependent on the number of animals adopted on October 6, 2018, but is anticipated to not exceed $5,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of the grant from the BISSELL Pet Foundation for an amount to be determined by the number of adoptions finalized on October 6, 2018, but not to exceed $5,000 with no match requirement.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments to the Ingham County Animal Control budget.
TO: Board of Commissioners, Human Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: September 4, 2018

SUBJECT: Resolution authorizing an agreement with Spicer Group for architectural and engineering services for schematic design and construction services on the four pole barns on the Fairgrounds.

For the meeting agendas of: September 18 & 19

BACKGROUND
The Fair continues to work towards the completion of improvements to the four pole/horse barns measuring 160’ length X 30’ wide X 14’ height. Due budgetary reasons, installing concrete floors in each of the barns as well as the grading in and around the pole barns were not part of the original construction project scope. Four quotes were obtained and Spicer Group submitted the lowest quote of $27,500 total, for schematic design and construction services for all four pole barn improvements.

ALTERNATIVES
There are no alternatives to this request.

FINANCIAL IMPACT
The Fair is requesting $27,500 from 2018 approved CIP line item #0561-00-769-000-974000. Intended for the improvements to the four pole/horse barns

STRATEGIC PLANNING IMPACT
This resolution supports–Goal C, Strategy seven, section c. of the strategic planning action plan - Support regional and local convention and tourism activities.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, the Fair requests approval of the attached resolution to enter into an agreement with Spicer Group for the improvements of the four pole/horse barns on the Ingham County Fairgrounds.
INTRODUCED BY THE HUMAN SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SPICER GROUP TO DEVELOP SPECIFICATIONS FOR THE IMPROVEMENTS TO THE FOUR POLE/HORSE BARNs ON THE INGHAM COUNTY FAIRGROUNDS

WHEREAS, the Fair continues to work towards making improvements to four 160’ length X 30’ wide X 14’ height pole/horse barns on the fairgrounds; and

WHEREAS, Spicer Group provided the lowest total proposal of $27,500 to prepare the schematic design and construction services for the four pole/horse barns; and

WHEREAS, funds for this project are available within the 2018 approved CIP line item #0561-00-769-000-974000.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an agreement with Spicer Group, 1416 N. Homer St.; Ste. 109, Lansing, Michigan 48912, for the schematic design and construction services of the four pole/horse barn improvements at the Ingham County Fairgrounds for a total cost of $27,500.

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 & Finance Committees  
FROM: Tim Morgan, Parks Director  
DATE: September 4, 2018  
SUBJECT: Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Hawk Island  
For the meeting agenda of 9/17/18 Human Services and 9/19/18 Finance

BACKGROUND
The Parks Department has identified a need for park and accessibility improvements at Hawk Island. Attached is the scope of work and preliminary cost estimates for two grant applications. The first proposed grant application will be a Michigan Department of Natural Resources Trust Fund application. This project includes a new paved path, in lieu of the boardwalk along bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers / overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road. The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $231,400 from the Ingham County Trails and Parks Millage, for a total project amount of $531,400.

The second proposed grant application will be a Michigan Department of Resources Land & Water Conservation Fund application. This project includes an accessible canoe/kayak launch, a new floating pedal boat / row boat dock with slips, two new Sun-Shade Shelters, new trash/recycling bins, new concrete walks, native landscaping, and parking lot striping. The project funding is proposed to request $292,100 from the DNR Land and Water Conservation Fund (LWCF) grant and $292,100 from the Ingham County Trails and Parks Millage, for a total project amount of $584,200.

ALTERNATIVES
The Parks Department is seeking support for the application to the current Trails and Parks Millage Application Round which includes a Michigan Department of Natural Resources Trust Fund and Land & Water Conservation fund grant applications to secure additional match funding to maximize these projects.

FINANCIAL IMPACT
The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of $548,500 from the Trails and Parks Millage for a local match as summarized below, if these projects are selected for funding in the upcoming round of grant applications.

<table>
<thead>
<tr>
<th></th>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO and fish stocking from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund and Land &amp; Water Conservation Grant Requests, and Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Match from the Ingham County Trails and Parks Millage</td>
<td>$231,400</td>
<td>$292,100</td>
<td>$25,000</td>
<td>$548,500</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$292,100</td>
<td>$0.00</td>
<td>$592,100</td>
</tr>
<tr>
<td>Total Project Amount</td>
<td>$531,400</td>
<td>$584,200</td>
<td>$25,000</td>
<td>$1,140,600</td>
</tr>
</tbody>
</table>
STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

OTHER CONSIDERATIONS
The Parks & Recreation Commission instructed the Parks Department to apply for this large action program item through the Trails and Parks Millage application process, instead of during the normal budget request process. The Parks & Recreation Commission supported this resolution and application for the Trails and Parks Millage Grant Round with the passage of a motion at their July 23, 2018 meeting.

RECOMMENDATION
Based on the information presented and direction from the Park Commission, I respectfully recommend approval of the attached resolution.
HAWK ISLAND PARK
PROJECT SUMMARY
2019 DNR GRANT(S)

TRUST FUND GRANT PROJECT
This project entails moving the access route to the south end of the lake. It will include:

- A new paved path, in lieu of the boardwalk along bank of the lake.
- Replacement of asphalt walkways between the bathhouse, parking lot and docks.
- (3) new fishing piers / overlook docks
- Amenities will include a recycled plastic bench, a recycled plastic trash receptacle and an interpretive sign.
- Native landscaping will be included to replace the removed trees and vegetation along the bank of the lake.
- Parking lot striping to delineate the ADA parking spaces.
- Striping of the trail loop around the lake and out to Cavanaugh Road.

The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $231,400 from the Ingham County Trails and Parks Millage, for a total project amount of $531,400.

LAND & WATER CONSERVATION FUND (LWCF) GRANT PROJECT
The proposed project includes:

- An accessible canoe/kayak launch
- A new floating pedal boat / row boat dock with slips
- (2) New Sun-Shade Shelters with concrete floor, picnic tables, grills and wood rail fence.
- New Trash/Recycling Bins
- New concrete walks
- Other amenities will include a recycled plastic bench and an interpretive sign
- Native landscaping to enhance the improvements
- Parking lot striping to delineate the ADA parking spaces

The project funding is proposed to request $292,100 from the DNR Land and Water Conservation Fund (LWCF) grant and $292,100 from the Ingham County Trails and Parks Millage, for a total project amount of $584,200.

OTHER FUNDS
Other funds, which are not DNR grant eligible, will be required to complete the project. They include topographical survey and fish stocking at Hawk Island Park.

Topographical Survey - The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

Fish Stocking - County staff would like to stock the pond with fish and believe it would enhance the proposed improvements.
# Preliminary Estimate of Cost
## Path / Dock Improvements
### Hawk Island County Park
#### Ingham County, MI

<table>
<thead>
<tr>
<th></th>
<th>Grant Funds</th>
<th>Trails &amp; Parks Millage</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Trust Fund Grant:</strong></td>
<td>$300,000</td>
<td>$231,400</td>
<td>$531,400</td>
</tr>
<tr>
<td>Match Percentage:</td>
<td>(57%)</td>
<td>(43%)</td>
<td></td>
</tr>
<tr>
<td><strong>LWCF Grant:</strong></td>
<td>$292,100</td>
<td>$292,100</td>
<td>$584,200</td>
</tr>
<tr>
<td>Match Percentage:</td>
<td>(50%)</td>
<td>(50%)</td>
<td></td>
</tr>
<tr>
<td><strong>Other Costs:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fish Stocking</td>
<td>$0.00</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Topographical Survey</td>
<td>$0.00</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
<tr>
<td><strong>Project Totals:</strong></td>
<td>$592,100</td>
<td>$548,500</td>
<td>$1,140,600</td>
</tr>
</tbody>
</table>

- **Trust Fund Grant - Grand Total**: $531,400.00
- **LWCF Grant - Grand Total**: $584,200.00
- **Non-Grant Funded Expenses**
  - Fish Stocking: $10,000.00
  - Topographical Survey: $15,000.00
- **Grand Total for Entire Project**: $1,140,600.00

8/30/2018
## Preliminary Estimate of Cost

**Path / Dock Improvements**  
**Hawk Island County Park**  
**Ingham County, Michigan**

<table>
<thead>
<tr>
<th>No.</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Permits</td>
<td>Lump Sum</td>
<td>$8,500</td>
</tr>
<tr>
<td>2.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Soil Erosion and Sedimentation Control</td>
<td>Lump Sum</td>
<td>$8,500</td>
</tr>
<tr>
<td>3.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Site Preparation/Excavation/Rough Grading</td>
<td>Lump Sum</td>
<td>$42,000</td>
</tr>
<tr>
<td>4.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove Ex. Dock</td>
<td>Lump Sum</td>
<td>BY OWNER</td>
</tr>
<tr>
<td>5.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Pavement Removal, HMA</td>
<td>Lump Sum</td>
<td>$9,500</td>
</tr>
<tr>
<td>6.</td>
<td>1</td>
<td>Lump Sum</td>
<td>HMA Path, 10' wide, 3' thick</td>
<td>Lump Sum</td>
<td>$45,000</td>
</tr>
<tr>
<td>7.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Crushed Limestone, 9' thick, C.I.P.</td>
<td>Lump Sum</td>
<td>$21,960</td>
</tr>
<tr>
<td>8.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Concrete Paving, 4' thick</td>
<td>Lump Sum</td>
<td>$72,000</td>
</tr>
<tr>
<td>9.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Fishing Pier/Overlook Dock w/ composite decking</td>
<td>Lump Sum</td>
<td>$225,000</td>
</tr>
<tr>
<td>10.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Peddle Boat/Row Boat Dock &amp; Slips (EZ Dock floating)</td>
<td>Lump Sum</td>
<td>$187,500</td>
</tr>
<tr>
<td>11.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Accessible Canoe/Kayak Launch</td>
<td>Lump Sum</td>
<td>$40,000</td>
</tr>
<tr>
<td>12.</td>
<td>1</td>
<td>Each</td>
<td>Interpretive Signage</td>
<td>Lump Sum</td>
<td>$5,000</td>
</tr>
<tr>
<td>13.</td>
<td>3</td>
<td>Each</td>
<td>Recycled Bench</td>
<td>Lump Sum</td>
<td>$6,000</td>
</tr>
<tr>
<td>14.</td>
<td>2</td>
<td>Each</td>
<td>Recycled Trash/Recycling Receptacle</td>
<td>Lump Sum</td>
<td>$23,000</td>
</tr>
<tr>
<td>15.</td>
<td>1</td>
<td>Each</td>
<td>Shade Structures</td>
<td>Lump Sum</td>
<td>$60,000</td>
</tr>
<tr>
<td>16.</td>
<td>1</td>
<td>Each</td>
<td>Large Grill</td>
<td>Lump Sum</td>
<td>$3,000</td>
</tr>
<tr>
<td>17.</td>
<td>1</td>
<td>Each</td>
<td>Picnic Tables (2 ADA)</td>
<td>Lump Sum</td>
<td>$24,000</td>
</tr>
<tr>
<td>18.</td>
<td>1</td>
<td>Each</td>
<td>Wood Rail Fence</td>
<td>Lump Sum</td>
<td>$9,000</td>
</tr>
<tr>
<td>19.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Landscaping (Native Trees/Plants)</td>
<td>Lump Sum</td>
<td>$15,000</td>
</tr>
<tr>
<td>20.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Parking Lot Striping &amp; Signage (ADA spaces)</td>
<td>Lump Sum</td>
<td>$5,000</td>
</tr>
<tr>
<td>21.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Trail Striping (thermo-plastic)</td>
<td>Lump Sum</td>
<td>$7,350</td>
</tr>
<tr>
<td>22.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Landscaping (Native Trees/Plants)</td>
<td>Lump Sum</td>
<td>$15,000</td>
</tr>
<tr>
<td>23.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Site Restoration &amp; Cleanup</td>
<td>Lump Sum</td>
<td>$27,500</td>
</tr>
<tr>
<td>24.</td>
<td>1</td>
<td>Each</td>
<td>DNR Recognition Plaque</td>
<td>Lump Sum</td>
<td>$600</td>
</tr>
<tr>
<td>25.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Construction Staking &amp; Material Testing, Allowance</td>
<td>Lump Sum</td>
<td>$20,400</td>
</tr>
</tbody>
</table>

**SUBTOTAL $881,810**  
**Contingency $88,290**  
**Engineering (15%) $145,500**

**Total Preliminary Estimate of Cost for DNR Grant Projects** $1,115,600

**Other Costs**
- Fish Stocking $10,000  
- Topographic Survey $15,000

**Grand Total** $1,140,600
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN APPLICATION TO THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUND FOR ACCESSIBILITY IMPROVEMENTS TO HAWK ISLAND

WHEREAS, the Ingham County Parks Department is eligible to apply for the Ingham County Trails and Parks Millage funds; and

WHEREAS, the Ingham County Parks Commission supports the submission of a grant application to the Ingham County Trails and Parks Millage Fund for the local match for submission of two grant applications to the Michigan Department of Natural Resources Trust Fund and Michigan Department of Natural Resources Land & Water Conservation Fund for park and accessibility improvements at Hawk Island; and

WHEREAS, the DNR Trust Fund application includes a new paved path, in lieu of the boardwalk along bank of the lake, replacement of asphalt walkways between the bathhouse, parking lot and docks, three new fishing piers / overlook docks, native landscaping, parking lot striping, and striping of the trail loop around the lake and out to Cavanaugh Road; and

WHEREAS, the DNR Land & Water Conservation application includes an accessible canoe/kayak launch, a new floating pedal boat / row boat dock with slips, two new Sun-Shade Shelters, new trash/recycling bins, new concrete walks, native landscaping, and parking lot striping; and

WHEREAS, the proposed applications are supported by the Community’s 5-year Parks Master Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the grant applications requires a financial commitment to the project in the amount $548,500 from the Trails and Parks Millage for a local match ($231,400 for the Trust Fund application, $292,100 for the Land & Water Conservation Fund application, and $25,000 for a TOPO Survey and fish stocking).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Hawk Island grant applications as listed below which include a local match request in the amount of $548,500 and negotiate final terms of the grant agreement consistent with this resolution, if selected for funding in the upcoming future round of grant applications.

<table>
<thead>
<tr>
<th></th>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO and fish stocking from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund and Land &amp; Water Conservation Grant Requests, and Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Match from the Ingham County Trails and Parks Millage</td>
<td>$231,400</td>
<td>$292,100</td>
<td>$25,000</td>
<td>$548,500</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$292,100</td>
<td>$0.00</td>
<td>$592,100</td>
</tr>
<tr>
<td>Total Project Amount</td>
<td>$531,400</td>
<td>$584,200</td>
<td>$25,000</td>
<td>$1,140,600</td>
</tr>
</tbody>
</table>
BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution, if selected for funding in the upcoming future round of grant applications.
TO:    Board of Commissioners Human Services & Finance Committees
FROM:  Tim Morgan, Parks Director
DATE:  September 4, 2018
SUBJECT: Application to the Ingham County Trails and Parks Millage Fund for Accessibility Improvements to Lake Lansing South
For the meeting agenda of 9/17/18 Human Services and 9/19/18 Finance

BACKGROUND
The Parks Department has identified a need for park and accessibility improvements at Lake Lansing South. Attached is the scope of work and preliminary cost estimates for two grant applications.

The first proposed grant application will be a Michigan Department of Natural Resources Trust Fund application. This project includes removal of the existing restroom / concession building, removal and relocation of the Sunrise pavilion, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room, picnic tables with umbrellas near the concession area, six Interpretive Signs to talk about the historical significance of the park, a new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor Showers. The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $725,200 from the Ingham County Trails and Parks Millage, for a total project amount of $1,025,200.

The second proposed grant application will be a Michigan Department of Resources Land & Water Conservation Fund application. This project includes asphalt paving of the portion of the existing parking lot closest to the ADA parking, drainage improvements around the parking lot, improving the overflow parking area with gravel and pave ADA parking spaces, new walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell, picnic tables with umbrellas near the concession area, landscaping to include native plants and bio-swales. The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $300,000 from the Ingham County Trails and Parks Millage, for a total project amount of $600,000.

ALTERNATIVES
The Parks Department is seeking support for the application to the current Trails and Parks Millage Application Round which includes a Michigan Department of Natural Resources Trust Fund and Land & Water Conservation fund grant applications to secure additional match funding to maximize these projects.

FINANCIAL IMPACT
The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of $1,040,200 from the Trails and Parks Millage for a local match as summarized below, if these projects are selected for funding in the upcoming round of grant applications.
### Local Match from the Ingham County Trails and Parks Millage

<table>
<thead>
<tr>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO Survey from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund, Land &amp; Water Conservation Grant Requests, and Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>$725,200</td>
<td>$300,000</td>
<td>$15,000</td>
<td>$1,040,200</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$0.00</td>
<td>$600,000</td>
</tr>
<tr>
<td>Total Project Amount</td>
<td>$1,025,200</td>
<td>$15,000</td>
<td>$1,640,200</td>
</tr>
</tbody>
</table>

#### STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

#### OTHER CONSIDERATIONS

The Parks & Recreation Commission instructed the Parks Department to apply for this large action program item through the Trails and Parks Millage application process, instead of during the normal budget request process. The Parks & Recreation Commission supported this resolution and application for the Trails and Parks Millage Grant Round with the passage of a motion at their July 23, 2018 meeting.

#### RECOMMENDATION

Based on the information presented and direction from the Park Commission, I respectfully recommend approval of the attached resolution.
LAKE LANSING PARK SOUTH
PROJECT SUMMARY
2018 DNR GRANT(S)

TRUST FUND GRANT PROJECT
The proposed project includes:
- Removal of the existing restroom / concession building.
- Removal and Relocation of the Sunrise pavilion.
- A new Bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room.
- Picnic Tables with umbrellas near the concession area.
- Six Interpretive Signs to talk about the historical significance of the park.
- A new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park.
- Two outdoor Showers.

The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $725,200 from the Ingham County Trails and Parks Millage, for a total project amount of $1,025,200.

LAND & WATER CONSERVATION FUND (LWCF) GRANT PROJECT
The proposed project includes:
- Asphalt paving of the portion of the existing parking lot closest to the ADA parking.
- Drainage improvements around the parking lot.
- Improving the overflow parking area with gravel and pave ADA parking spaces.
- New walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell.
- Picnic Tables with umbrellas near the concession area.
- Landscaping to include native plants and bio-swales.

The project funding is proposed to request $300,000 from the DNR Trust Fund grant and $300,000 from the Ingham County Trails and Parks Millage, for a total project amount of $600,000.

OTHER FUNDS
Other funds, not grant eligible, will be required to complete the project include topographical survey. The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

These items are not grant eligible expenses. The project funding is proposed to request a total of $15,000 from the Ingham County Trails and Parks Millage.

Lake Lansing Park South
2019 DNR Grant, Summary
## Preliminary Estimate of Cost

**Bathhouse/Accessibility Improvements**  
**Lake Lansing Park South**  
**Ingham County, Michigan**

**Trust Fund Grant - Grand Total**: $1,025,200.00  
**LWCF Grant - Grand Total**: $600,000.00  
**Non-Grant Funded Expenses**  
- **Topographical Survey**: $15,000.00

**Grand Total for Entire Project**: $1,640,200.00

<table>
<thead>
<tr>
<th>TRUST FUND GRANT:</th>
<th>Grant Funds</th>
<th>Trails &amp; Parks Millage</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Match Percentage:</td>
<td>(30%)</td>
<td>(70%)</td>
<td>$1,025,200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LWCF GRANT:</th>
<th>Grant Funds</th>
<th>Trails &amp; Parks Millage</th>
<th>Total Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Match Percentage:</td>
<td>(50%)</td>
<td>(50%)</td>
<td>$600,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OTHER COSTS:</th>
<th>Topographical Survey</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
<td>$15,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

**Project Totals:**  
- **Grant Funds**: $600,000  
- **Trails & Parks Millage**: $1,040,200  
- **Total Project Cost**: $1,640,200
## Preliminary Estimate of Cost
### Bathhouse/Accessibility Improvements
#### Lake Lansing Park South
#### Ingham County, Michigan

<table>
<thead>
<tr>
<th>No.</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit</th>
<th>Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Permits</td>
<td>Lump Sum</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Soil Erosion and Sedimentation Control</td>
<td>Lump Sum</td>
<td>$5,000.00</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Site Preparation/Excavation/Rough Grading</td>
<td>Lump Sum</td>
<td>$35,000.00</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove Ex. Building(s)</td>
<td>Lump Sum</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove Ex. Walkways</td>
<td>Lump Sum</td>
<td>$3,800.00</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Remove &amp; Relocate Ex. Shade Structure (includes new concrete fountains &amp; paving)</td>
<td>Lump Sum</td>
<td>$15,000.00</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>1</td>
<td>Lump Sum</td>
<td>New Bathhouse</td>
<td>Lump Sum</td>
<td>$572,000.00</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Allowance for Concession Equipment</td>
<td>Lump Sum</td>
<td>$20,000.00</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>9,800</td>
<td>Sq. Ft.</td>
<td>Concrete Path, 6' Wide, 4&quot; thick, w/ sand base</td>
<td>$7.00</td>
<td>$68,600.00</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>6,350</td>
<td>Sq. Ft.</td>
<td>Concrete Paving, at bathhouse, 4&quot; thick, w/ sand base</td>
<td>$10.00</td>
<td>$65,500.00</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>7,100</td>
<td>Sq. Ft.</td>
<td>Concrete Paving, 8&quot; wide, w/ thickened edge &amp; sand base</td>
<td>$10.00</td>
<td>$71,000.00</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>80</td>
<td>Lin. Ft.</td>
<td>Concrete Retaining Wall</td>
<td>$300.00</td>
<td>$24,000.00</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>1</td>
<td>Each</td>
<td>Outdoor Shower, surface mount</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>6</td>
<td>Each</td>
<td>Picnic Table w/ Umbrella</td>
<td>$3,000.00</td>
<td>$18,000.00</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>6</td>
<td>Each</td>
<td>Interpretive Signs, wall mounted</td>
<td>$1,500.00</td>
<td>$9,000.00</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>418</td>
<td>Ton</td>
<td>Paved Parking, HMA, 3.5&quot;</td>
<td>$120.00</td>
<td>$50,160.00</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>12,400</td>
<td>Sq. Yd.</td>
<td>Gravel Packing Lot, 8&quot; Crushed Limestone Base, 22A, C.I.P.</td>
<td>$12.00</td>
<td>$148,800.00</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Signage &amp; Striping</td>
<td>Lump Sum</td>
<td>$3,500.00</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>700</td>
<td>Lin. Ft.</td>
<td>Drainage Pipe, 12&quot; RCP and End Sections (includes areas along parking lot paths &amp; new bridge)</td>
<td>$50.00</td>
<td>$35,000.00</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>4</td>
<td>Each</td>
<td>Catch Basins</td>
<td>$3,500.00</td>
<td>$14,000.00</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Utility Allowance</td>
<td>Allowance</td>
<td>$25,000.00</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Landscaping, Native Plants/Seeding, Bioswales</td>
<td>Lump Sum</td>
<td>$19,000.00</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Site Restoration &amp; Cleanup</td>
<td>Lump Sum</td>
<td>$38,100.00</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>2</td>
<td>Each</td>
<td>DNR Recognition Plaque</td>
<td>$300.00</td>
<td>$600.00</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>1</td>
<td>Lump Sum</td>
<td>Construction Staking &amp; Material Testing, Allowance</td>
<td>Lump Sum</td>
<td>$16,900.00</td>
<td></td>
</tr>
</tbody>
</table>

**Subtotal** $1,290,460.00

**Contingency** $126,340.00

**Engineering (15%)** $208,900.00

**Total Preliminary Estimate of Cost for DNR Grant Projects** $1,625,200.00

**Other Costs**
- Topographic Survey $15,000.00

**Grand Total** $1,640,200.00
Agenda Item 8b

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN APPLICATION TO THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUND FOR ACCESSIBILITY IMPROVEMENTS TO LAKE LANSING SOUTH

WHEREAS, the Ingham County Parks Department is eligible to apply for the Ingham County Trails and Parks Millage funds; and

WHEREAS, the Ingham County Parks Commission supports the submission of a grant application to the Ingham County Trails and Parks Millage Fund for the local match for submission of two grant applications to the Michigan Department of Natural Resources Trust Fund and Michigan Department of Natural Resources Land & Water Conservation Fund for park and accessibility improvements at Lake Lansing South; and

WHEREAS, the proposed applications are supported by the Community’s 5-year Parks Master Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the Michigan Department of Natural Resources Trust Fund application includes removal of the existing restroom / concession building, removal and relocation of the Sunrise pavilion, a new bathhouse building that will include restrooms, changing rooms, concessions, storage, first aid area, staff room, picnic tables with umbrellas near the concession area, six Interpretive Signs to talk about the historical significance of the park, a new 6’ wide path from the existing parking lot to the new bathhouse and to the playground, and replacement of some of the existing walkways in the park, and two outdoor Showers; and

WHEREAS, the Michigan Department of Resources Land & Water Conservation Fund application includes asphalt paving of the portion of the existing parking lot closest to the ADA parking, drainage improvements around the parking lot, improving the overflow parking area with gravel and pave ADA parking spaces, new walkways to complete a loop trail around the park, connecting to existing sidewalks, to the small restroom building, to the overflow parking and to the bandshell, picnic tables with umbrellas near the concession area, landscaping to include native plants and bio-swales; and

WHEREAS, the grant applications requires a financial commitment to the project in the amount $1,040,200 from the Trails and Parks Millage for a local match ($725,200 for the Trust Fund application, $300,000 for the Land & Water Conservation Fund application, and $15,000 for a TOPO survey).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund for two Lake Lansing South grant applications as listed below which include a local match request in the amount of $1,040,200 and negotiate final terms of the grant agreement consistent with this resolution, if selected for funding in the upcoming future round of grant applications.
Local Match from the Ingham County Trails and Parks Millage:

<table>
<thead>
<tr>
<th></th>
<th>DNR Trust Fund</th>
<th>DNR Land &amp; Water Conservation</th>
<th>Other Costs - TOPO Survey from the Ingham County Trails and Parks Millage</th>
<th>Total Combined Trust Fund, Land &amp; Water Conservation Grant Requests, and Other Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Amount</td>
<td>$1,025,200</td>
<td>$600,000</td>
<td>$15,000</td>
<td>$1,640,200</td>
</tr>
<tr>
<td>DNR Requested Funding</td>
<td>$300,000</td>
<td>$300,000</td>
<td>$0.00</td>
<td>$600,000</td>
</tr>
<tr>
<td></td>
<td>$725,200</td>
<td>$300,000</td>
<td>$15,000</td>
<td>$1,040,200</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution, if selected for funding in the upcoming future round of grant applications.
TO: Board of Commissioners Human Services and Finance Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 27, 2018
SUBJECT: Resolution to Accept 2018 Health Center Quality Improvement Funds

For the meeting agenda of September 17th and 19th, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to accept a one-time grant supplement totaling $87,459.00, from the U.S. Department of Health and Human Services Health Resources and Services Administration allocated for 2018 Health Center Quality Improvement funds. This grant supplement was awarded to ICHD in recognition of its display of high levels of quality performance in the Calendar Year 2017 Uniform Data System’s reporting. These reports include continued plans to support its Community Health Center (CHC) operations by strengthening quality improvement activities, as well as achieving new and/or maintain existing patient-centered medical home recognition.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The award of $87,459.00 allocated for 2018 Health Center Quality Improvement funds will be available for use through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(c) of the Action Plan- Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorization for ICHD to accept a grant supplement of $87,459.00 allocated for 2018 Health Center Quality Improvement funds, which shall be available through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020.
Agenda Item 9a

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT 2018 HEALTH CENTER QUALITY IMPROVEMENT FUNDS

WHEREAS, Ingham County Health Department (ICHD) wishes to accept a one-time grant supplement totaling $87,459.00, from the U.S. Department of Health and Human Services Health Resources and Services Administration, allocated for 2018 Health Center Quality Improvement funds; and

WHEREAS, this grant supplement was awarded to ICHD in recognition of its display of high levels of quality performance in the Calendar Year 2107 Uniform Data System’s reporting; and

WHEREAS, these reports include continued plans to support its community health center operations by strengthening quality improvement activities, as well as achieving new and/or maintaining existing patient-centered medical home recognition; and

WHEREAS, the award of $87,459.00 of 2018 Health Center Quality Improvement funds will be available for use through the end of the FY 2019 Health Center Program budget period, ending January 31, 2020; and

WHEREAS, the Ingham Community Health Center Board of Directors supports the acceptance of 2018 Health Center Quality Improvement funds; and

WHEREAS, the Health Officer recommends the acceptance of 2018 Health Center Quality Improvement funds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of the grant supplement of $87,459.00 from the U.S. Department of Health and Human Services Health Resources and Services Administration, allocated for 2018 Health Center Quality Improvement funds which will be available through the end of the FY 2019 Health Center Program budget period ending January 31, 2020.

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

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.
TO: Board of Commissioners Human Services and Finance Committee
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 30, 2018
SUBJECT: Authorization to Extend Agreement with MDHHS awarding Additional Funds to Provide Refugee Health Assessment Services
For the meeting agendas of September 17 and 19, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to extend the agreement with Michigan Department of Health and Human Services (MDHHS), for the term of October 1, 2015 through September 30, 2019. Resolution #15-354 and #16-403, authorized ICHD to enter into a Refugee Health Assessment Services agreement with the Michigan Department of Health and Human Services (MDHHS) for the term of October 1, 2015 through September 30, 2018. MDHHS recently informed ICHD that it wished to amend the agreement by extending it for an additional fiscal year, (through September 30, 2019) and by increasing the maximum allowable funds from $753,200.00 to $1,006,400.00, for a total increase of $253,200.00. All of the other terms of the agreement shall remain the same.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The amendment would increase the total allowable amount of the agreement from $753,200.00 to $1,006,400.00, for a total increase of $253,200.00.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorization to the amendment to the terms of the Refugee Health Assessment Services agreement with Michigan Department of Health and Human Services to extend the terms through September 30, 2019 and increase the maximum allowable funds to $1,006,400.00.
RESOLUTION TO EXTEND AGREEMENT WITH MDHHS WITH ADDITIONAL FUNDS TO PROVIDE REFUGEE HEALTH ASSESSMENTS

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the agreement with Michigan Department of Health and Human Services (MDHHS), for the term of October 1, 2015 through September 30, 2019; and

WHEREAS, resolution #15-354 and #16-403, authorized ICHD to enter into a Refugee Health Assessment Services agreement with MDHHS for the term of October 1, 2015 through September 30, 2018; and

WHEREAS, MDHHS recently informed ICHD that it wished to amend the agreement by extending it for an additional fiscal year, (through September 30, 2019) and by increasing the maximum allowable funds from $753,200.00 to $1,006,400.00, for a total increase of $253,200.00; and

WHEREAS, all of the other terms of the agreement shall remain the same; and

WHEREAS, the Ingham Community Health Center Board of Directors supports the extension to the agreement with MDHHS for additional funds to provide refugee health assessments; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension and increase in funding for this agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes extending the Refugee Health Assessment Services agreement with MDHHS for the term of October 1, 2015 through September 30, 2019, and increasing the maximum allowable funds to $1,006,400.00.

BE IT FURTHER RESOLVED, that all other terms of the agreement shall remain the same.

BE IT FURTHER RESOLVED, that the Controller/Administrator 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 Committee
FROM:     Linda S. Vail, MPA, Health Officer
DATE:     August 22, 2018
SUBJECT: Amendment to Resolution #17-464 for Clean Sweep Agreement

BACKGROUND
Resolution #17-464 authorized a Michigan Agriculture Environmental assurance program Clean Sweep agreement with the Michigan Department of Agriculture and Rural Development (MDARD) to receive up to $14,000 in funding. Ingham County Health Department (ICHD) wishes to amend Resolution #17-464, which will authorize ICHD to accept an additional $10,000 in grant funds from the Michigan Department of Agriculture and Rural Development (MDARD). MDARD provides funding to ICHD annually through the Clean Sweep program to cover the disposal of pesticides and herbicides collected through the Ingham County House Hold Hazardous Waste Program (HHW). Due to the large volume of pesticides and herbicides collected this year, MDARD has given ICHD additional grant funds to cover the costs ICHD incurred through the collection and disposal of pesticides and herbicides. The acceptance of these grant funds will allow ICHD HHW to continue collecting household hazardous waste throughout the remainder of the season. This grant would be effective October 1, 2017 through September 30, 2018. All other terms of this agreement will remain the same.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The amendment to Resolution #17-464 would authorize ICHD accepting an additional $10,000 in grant funds from MDARD to be used to cover the cost of disposal of pesticides and herbicides collected by ICHD HHW program.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting service to Residents: Provide easy access to quality, innovative, cost-effective services that promote well-being and quality of life for the residents of Ingham County. Strategy 1. Strive to make facilities and services user-friendly. k. Provide for collection and proper disposal of household hazardous waste through the Health Department Environmental Health Division.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to amend the Clean Sweep agreement with MDARD authorizing ICHD to accept an additional $10,000 for the period of October 1, 2017 through September 30, 2018.
WHEREAS, Resolution #17-464 authorized a Michigan Agriculture Environmental assurance program clean sweep program agreement with the Michigan Department of Agriculture and Rural Development (MDARD) to receive up to $14,000 in funding; and

WHEREAS, Ingham County Health Department (ICHD) wishes to amend this agreement Resolution #17-464 to receive an additional $10,000 in grant funds from the Michigan Department of Agriculture and Rural Development (MDARD); and

WHEREAS, MDARD provides funding to ICHD annually through the Clean Sweep program to cover the disposal of pesticides and herbicides collected through the Ingham County Household Hazardous Waste Program (HHW); and

WHEREAS, MDARD due to the large volume of pesticides and herbicides collected this year, MDARD has given ICHD additional grant funds to cover the costs ICHD has incurred through the collection and disposal of pesticides and herbicides; and

WHEREAS, the acceptance of these grant funds will allow ICHD HHW to continue collecting household hazardous waste throughout the remainder of the season; and

WHEREAS, this grant would be effective October 1, 2017 through September 30, 2018; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the amendment to the Clean Sweep Program agreement with MDARD to receive an additional $10,000 for the period of October 1, 2017 through September 30, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the amendment to the Clean Sweep Program agreement with MDARD to receive an additional $10,000 for the period of October 1, 2017 through September 30, 2018.

BE IT FURTHER RESOLVED, that the Controller/Administrator 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 the 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, MPA, Health Officer
DATE: August 30, 2018
SUBJECT: Authorization to enter agreement with OTECH GROUP, LLC
For the meeting agendas of September 17 and 19, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to enter into a services agreement with OTech Group LLC, for electronic screening services totaling $47,500.00 effective October 1, 2018 and automatically renewable on an annual basis. ICHD accepted the award of the 2017 Access Increases to Mental Health and Substance Abuse Services (AIMS) grant through Resolution #17-411. As part of the funded scope of work, ICHD proposed to implement electronic screening for mental health risks and substance abuse for patients of the Ingham Community Health Centers (CHCs), to support expanded mental health and substance abuse services focusing on the treatment, prevention, and awareness of opioid abuse. ICHD accepted two quotes from service providers, and recommends entering a purchase and services agreement with OTech Group LLC, which offered the most competitive bid for the electronic hardware and software to implement this electronic screening tool.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The cost includes an initial one-time cost for the purchase of twenty tablets, form configuration, and shipping, for a total of $25,600.00. Additionally, there are ongoing maintenance fees for the tablets and an EHR interface, in an amount not to exceed $21,900.00 annually. The total cost for year one of $47,500.00 shall be paid through the AIMS grant award. Ongoing annual maintenance costs shall be covered through program revenue associated with increased substance abuse treatment services.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorizing ICHD entering a services agreement with OTech Group, LLC for electronic screening services effective October 1, 2018 and automatically renewable on an annual basis for a total amount of $47,500.00.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE AND SERVICES AGREEMENT WITH
OTECH GROUP LLC

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into a services agreement with OTech Group LLC, for electronic screening services totaling $47,500.00 effective October 1, 2018 and automatically renewable on an annual basis; and

WHEREAS, ICHD accepted the award of the 2017 Access Increases to Mental Health and Substance Abuse Services (AIMS) grant through Resolution #17-411; and

WHEREAS, as part of the funded scope of work, ICHD proposed to implement electronic screening for mental health risks and substance abuse for patients of the Ingham Community Health Centers (CHCs), to support expanded mental health and substance abuse services focusing on the treatment, prevention, and awareness of opioid abuse; and

WHEREAS, ICHD accepted two quotes from service providers, and recommends entering a purchase and services agreement with OTech Group LLC, which offered the most competitive bid for the electronic hardware and software to implement this electronic screening tool; and

WHEREAS, there are ongoing maintenance fees for the tablets and an EHR interface, in an amount not to exceed $21,900.00 annually as well as additional ongoing maintenance fees for the tablets and an HER interface, in an amount not to exceed $21,900.00; and

WHEREAS, the cost for year one totaling $47,500.00 shall be paid through the AIMS grant award; and

WHEREAS, ongoing annual costs shall be covered through program revenue associated with increased substance abuse treatment services; and

WHEREAS, the Ingham Community Health Center Board supports entering a purchase and services agreement with OTech Group LLC for electronic mental health and substance abuse disorder screening tools; and

WHEREAS, the health officer recommends entering an agreement with OTech Group, LLC for electronic screening services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering a purchase and services agreement with OTech Group, LLC for electronic screening services totaling $47,500.00 effective October 1, 2018, and automatically renewable on an annual basis.

BE IT FURTHER RESOLVED, that the cost for year one totaling $47,500.00 shall be paid through the AIMS grant award.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.
BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.
TO: Board of Commissioners Human Services, County Services, and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 28, 2018
SUBJECT: Authorization to Create Staff Positions for Sparrow - VOA
For the meeting agendas of September 17, 18 and 19, 2018

BACKGROUND
Ingham County Health Department (ICHD) wishes to create 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), effective October 1, 2018, with the start of Fiscal Year 2019. Resolution #17-328 authorized the transfer agreements for ICHD to acquire the Sparrow-VOA Community Health Center into its network of Federally Qualified Health Center (Ingham Community Health Centers). As part of those transfer agreements, as amended through Resolution #18-233, existing leased non-provider Sparrow staff of the Sparrow-VOA would be migrated into County staff positions by October 1, 2018. Any vacancies of leased non-provider staff positions would be posted and filled as County staff positions as incurred, in accordance with the terms of the amended transfer agreement. Therefore, staff positions must be created effective October 1, 2018, with the start of Fiscal Year 2019, in order for existing leased non-provider staff to be placed in, or to be posted and filled if the leased position is vacant.

The County Staff to be created are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
<th>County Position #</th>
<th>FTE</th>
<th>County Position</th>
<th>Budgeted Salary Costs FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN Supervisor</td>
<td>601510</td>
<td>1.00</td>
<td>Health Center Nurse</td>
<td>$61,086</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601506</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601507</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601508</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601509</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
</tbody>
</table>

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
The costs of the created County staff positions are included in the proposed budget for FY 2019; therefore, these positions are at no additional cost to the County.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.
OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend authorizing the creation of 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), as proposed in Budget Year 2019.
Introduced by the Human Services, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CREATE STAFF POSITIONS FOR SPARROW-VOA

WHEREAS, Ingham County Health Department (ICHD) wishes to create 4.0 FTE Medical Assistant I (UAW) positions, and 1.0 FTE Health Center Nurse Position (MNA), effective October 1, 2018, with the start of Fiscal Year 2019; and

WHEREAS, resolution #17-328 authorized the transfer agreements for ICHD to acquire the Sparrow-VOA Community Health Center into its network of Federally Qualified Health Centers (Ingham Community Health Centers); and

WHEREAS, as part of those transfer agreements, as amended through Resolution #18-233, existing leased non-provider Sparrow staff of the Sparrow-VOA would be migrated into County staff positions by October 1, 2018; and

WHEREAS, any vacancies of leased non-provider staff positions would be posted and filled as County staff positions are incurred, in accordance with the terms of the amended transfer agreement; and

WHEREAS, staff positions must be created effective October 1, 2018, with the start of Fiscal Year 2019, in order for existing leased non-provider staff to be placed in, or to be posted and filled if the leased position is vacant; and

WHEREAS, the County staff to be created are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
<th>County Position #</th>
<th>FTE</th>
<th>County Position</th>
<th>Budgeted Salary Costs FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN Supervisor</td>
<td>601510</td>
<td>1.00</td>
<td>Health Center Nurse</td>
<td>$61,086</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601506</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601507</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601508</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601509</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
</tbody>
</table>

WHEREAS, the costs of the created County staff positions are included in the proposed budget for FY 2019, therefore these positions are at no additional cost to the County; and

WHEREAS, the Ingham CHC Board supports the creation of these staff positions, as budgeted in FY 2019; and

WHEREAS, the Health Officer recommends the creation of these staff positions, as budgeted in FY 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the establishment of 4.0 FTE Medical Assistant I (UAW) positions and 1.0 FTE of Health Center Nurse (MNA) positions for the Sparrow-VOA Health Center, as budgeted in FY 2019.
BE IT FURTHER RESOLVED, that the positions to be created and filled with existing leased non-provider staff, and or posted and filled if vacated by leased staff prior to October 1, 2018, are as follows:

<table>
<thead>
<tr>
<th>Sparrow Leased Position</th>
<th>County Position #</th>
<th>FTE</th>
<th>County Position</th>
<th>Budgeted Salary Costs FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>RN Supervisor</td>
<td>601510</td>
<td>1.00</td>
<td>Health Center Nurse</td>
<td>$61,086</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601506</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601507</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601508</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
<tr>
<td>Medical Assistant</td>
<td>601509</td>
<td>1.00</td>
<td>Medical Assistant I</td>
<td>$38,958</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the Controller/Administrator 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 Committees  
FROM: Linda S. Vail, MPA, Health Officer  
DATE: August 14, 2018  
SUBJECT: Agreement with Southeastern Michigan Health Association  
For the meeting agendas of September 17th & 19th, 2018

BACKGROUND  
Ingham County Health Department's (ICHD) Children's Special Health Care Services (CSHCS) wishes to accept $10,000 in grant funds from Southeastern Michigan Health Association (SEMHA) for supporting outreach efforts, facilitating parent input and feedback, and for family involvement with ICHD’s CSHCS policy and procedure process. CSHCS provides coordinated care for children with special needs. CSHCS assists these individuals and their families through the appropriate use of the CSHCS care system, so that children are able to demonstrate improved health outcomes and an enhanced quality of life.

ICHD will use these funds to hire a temporary parent liaison, filled by an area parent that is currently enrolled in the CSHCS system. This liaison will work collaboratively with ICHD-CSHCS staff to develop and implement outreach strategies that focus on engaging other families who have children with special health care needs. This peer support affords parents the benefits of CSHCS, and provides strategies to assist parents in navigating the system. This grant will be effective October 1, 2018 through September 30, 2019.

ALTERNATIVES  
There are no alternatives.

FINANCIAL IMPACT  
These grant funds totaling $10,000 from SEMHA will provide funding to ICHD for the hiring of a temporary parent liaison effective October 1, 2018 through September 30, 2019.

STRATEGIC PLANNING IMPACT  
This resolution supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1 (e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS  
There are no other considerations.

RECOMMENDATION  
Based on the information presented, I respectfully recommend approval of the attached resolution authorizing an agreement with SEMHA to accept $10,000 in funds for hiring a temporary parent liaison effective October 1, 2018 through September 30, 2019.
WHEREAS, Ingham County Health Department (ICHD) Children's Special Health Care Services (CSHCS) has been awarded a grant for $10,000.00 from Southeastern Michigan Health Association (SEMHA) to support outreach efforts and to facilitate parent input and feedback, as well as family involvement with ICHD's CSHCS policy and procedure process; and

WHEREAS, CSHCS provides coordinated care for children with special needs; and

WHEREAS, CSHCS assists these individuals and their families through the appropriate use of the CSHCS care system, so that children are able to demonstrate improved health outcomes and an enhanced quality of life; and

WHEREAS, ICHD will use these funds to hire a temporary parent liaison, filled by an area parent that is currently enrolled in the CSHCS system; and

WHEREAS, this liaison will work collaboratively with ICHD-CSHCS staff to develop and implement outreach strategies that focus on engaging families who have children with special health care needs; and

WHEREAS, this peer support affords parents the benefits of SCHCS, and provides strategies to assist parents in navigating the system; and

WHEREAS, this grant will be effective October 1, 2018 through September 30, 2019; and

WHEREAS, the health officer recommends that the Board of Commissioners authorize an agreement with SEMHA in an amount of $10,000, effective October 1, 2018 through September 30, 2019.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with SEMHA in an amount up to $10,000 effective October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the Controller/Administrator 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, County Services, & Finance Committees

FROM: Linda S. Vail, MPA, Health Officer

DATE: August 28, 2018

FOR: WIC Staff Position Conversion

BACKGROUND
Ingham County Health Department (ICHD) wishes to convert Women Infant & Children (WIC) Family/Child/Infant Advocate position #601153, to a Medical Assistant I (MA I) position based upon the following criteria:

- The Family/Child/Infant Advocate role limits the duties of the position to exclude what is needed to maintain caseload in the WIC Clinic. This role is better suited to a home visiting program. The role of the Medical Assistant I better suits the needs of the WIC clinic. The primary job duties performed by the recent employee in the Family/Child/Infant Advocate role are within the job description of the Medical Assistant I. Changing the position to Medical Assistant I better fits the needs of the clinic and enhances the program’s ability to meet policies set forth by the State and Federal government.
- The position will become vacant with a retirement on September 7, 2018.
- The position number for this MA I will remain the same as there is no change in funding source or location, and will be categorized as a title change in ICHD’s position tracking system.
- The UAW has approved this conversion of the WIC Family/Child/Infant Advocate position #601153 to a Medical Assistant I (MA I).

ALTERNATIVES
There are no alternatives that will allow Ingham County WIC to remain compliant with State WIC Policies.

FINANCIAL IMPACT
There is no financial impact to make the change. Both the Family/Child/Infant Advocate position and the Medical Assistant I position are UAW-Technical, Office, Paraprofessional Service Grade D positions.

STRATEGIC PLANNING IMPACT
This position change supports the overarching long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan- Expand access to healthcare for county residents.

OTHER CONSIDERATIONS
There are no other considerations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution authorizing a conversion of the position from Family/Child/Infant Advocate to Medical Assistant I in the WIC Program.
Resolutions

Resolutions

Resolution to Convert WIC Family/Child/Infant Advocate Position to Medical Assistant I Position

WHEREAS, Ingham County Health Department (ICHD) wishes to convert Women Infant & Children (WIC) Family/Child/Infant Advocate position #601153, to a Medical Assistant I (MA I) position; and

WHEREAS, the Family/Child/Infant Advocate role limits the duties of the position to exclude what is needed to maintain caseload in the WIC Clinic; and

WHEREAS, this staffing change will enable Ingham County WIC to comply with State and Federal WIC policies; and

WHEREAS, the position will become vacant with a retirement at on September 7, 2018; and

WHEREAS, the position number for this MA I will remain the same as there is no change in funding source or location, and will be categorized as a title change in ICHD’s position tracking system; and

WHEREAS, the UAW has approved this conversion of the WIC Family/Child/Infant Advocate position #601153 to a Medical Assistant I (MA I); and

WHEREAS, the change of position does not involve a financial impact to make this change as both the Family/Child/Infant Advocate position and the Medical Assistant I position are UAW-Technical, Office, Paraprofessional Service Grade D positions; and

WHEREAS, the health officer recommends that the Board of Commissioners authorize the conversion of the Family/Child/Infant Advocate position to a Medical Assistant I position in the WIC Program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the conversion of the Family/Child/Infant Advocate position #601153 to a Medical Assistant I position in the WIC Program.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the position allocation list consistent with this resolution.
TO: Board of Commissioners Human Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: August 31, 2018
SUBJECT: Cash Match Agreement with Michigan Rehabilitation Services  
For the meeting agendas of September 17 and September 19, 2018

BACKGROUND
This resolution authorizes Ingham County to act as the fiduciary pass-through agency in a cash match agreement with Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services. Match funding is provided by Peckham, Inc. This agreement is similar to other agreements the Board of Commissioners going back to 2008, whereby Ingham County replaced the Ingham County Department of Human Services in this role, because the prior arrangement came under scrutiny because match dollars may not be federal, and the agreement between two state agencies raised that concern.

ALTERNATIVES
If this resolution was not approved, Michigan Rehabilitation Services would have to find another partner to act as the pass through entity for the local match funding provided by Peckham Inc.

FINANCIAL IMPACT
The agreement will not exceed $444,444 ($120,000 local match). The agreement with Michigan Rehabilitation Services will be for the time period of October 1, 2018 through September 30, 2019.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long term objective of Meeting Basic Needs.

OTHER CONSIDERATIONS
NA

RECOMENDATION
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 TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH MICHIGAN REHABILITATION SERVICES

WHEREAS, Michigan Rehabilitation Services (MRS) engages in cash match agreements which require contributions from partner organizations; and

WHEREAS, prior to 2008 the Ingham County Department of Human Services (DHS) had a long-standing agreement with MRS to act as a pass through entity for match funding provided by local agencies; and

WHEREAS, the agreement between DHS and MRS came under scrutiny because match dollars may not be federal, and this agreement between two state agencies raises that concern; and

WHEREAS, MRS finds it preferable to establish this agreement with a local government agency to avoid the appearance and confusion of inter-departmental agreements at the state; and

WHEREAS, Ingham County has been identified as an appropriate pass through entity to help maintain this agreement since 2008; and

WHEREAS, MRS wishes to enter into another, similar cash match agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a cash match agreement not to exceed $444,444 ($120,000 local match) with Michigan Department of Human Services – Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services.

BE IT FURTHER RESOLVED, that this agreement is contingent upon the execution of an agreement with Peckham Inc., to provide Ingham County’s local match portion ($120,000), and no county funds will be used for this purpose.

BE IT FURTHER RESOLVED, the term of the agreements shall be October 1, 2018 through September 30, 2019.

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

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution and approved as to form by the County Attorney.
TO: Human Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: September 5, 2018
RE: Resolution to Amend Resolution #18-113 Authorizing an Agreement with Weitz & Luxenberg, P.C. to Represent Ingham County in Opioid Litigation
For the meeting agendas of September 17 and September 19

BACKGROUND
Resolution #18-113 authorized an agreement with Weitz & Luxenberg to secure legal representation and provide legal services in pursuing legal claims against various pharmaceutical manufacturers and/or distributors related to fraudulent marketing and sales of opioid painkillers.

The County Attorney negotiated with Weitz & Luxenberg in good faith according to the parameters set forth by the Board and the RFP that Weitz & Luxenberg responded to. In July, an agreement was reached (attached), and was signed by Weitz & Luxenberg representatives and was actually in the County’s signature process to be signed by the Board Chairperson when Weitz & Luxenberg requested that we pull it back. The issues in dispute at the time were the compensation and indemnification clauses of the agreement, specifically the parts that refer to Weitz & Luxenberg being responsible for costs or fees until there is a settlement, verdict, judgment, award of costs or other recovery of funds. As an alternative they offered their standard retainer agreement (attached). The County Attorney cannot approve the standard retainer agreement “as-to-form”. The standard retainer agreement does not meet the requirements under which the County Attorney had authorization to negotiate. After further conversation, The County Attorney offered a revised version of our original agreement (attached) which has been rejected.

ALTERNATIVES
The County could opt to re-issue the original RFP and take additional bids, or not to participate in litigation vs. manufacturers and distributors of opioids.

FINANCIAL IMPACT
No direct financial impact from this resolution, but Weitz & Luxenberg would be paid 30% of any recovery for Ingham County on a contingent fee basis, plus costs should an agreement be executed.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objectives of preventing and controlling disease, and promoting accessible healthcare.

OTHER CONSIDERATIONS
None.

RECOMMENDATION
Approval of this resolution is a business and policy decision of the Board of Commissioners.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AN AGREEMENT WITH WEITZ & LUXENBERG, P.C. TO REPRESENT INGHAM COUNTY IN LITIGATION AGAINST MANUFACTURERS AND WHOLESALE DISTRIBUTORS OF OPIOIDS

RESOLUTION # 18 – 113

WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an agreement with Weitz & Luxenberg, P. C. to investigate and pursue, if appropriate, the County’s claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County.

BE IT FURTHER RESOLVED, the Board of Commissioners waives section 21 of the Ingham County Purchasing Policy, as Weitz & Luxenberg was not the lowest qualified bidder.
21. Contract on which All Bids are in Order. The Purchasing Director shall report in writing a summary of all bids received to the County Services Committee, or other appropriate committee, with his recommendation as to which, if any, of such bids shall be accepted. The Committee shall approve awarding of the contract to the lowest qualified bidder provided funds are available. In the event that only a single bid was received, or that the lowest bid was not recommended or the amount of said bid was in excess of the approved budgetary appropriation, a report shall be sent by the Purchasing Director to the appropriate committee notifying them of the same.

BE IT FURTHER RESOLVED, Weitz & Luxenberg, P.C. will be paid 30% of any recovery for Ingham County on a contingent fee basis, plus costs.

BE IT FURTHER RESOLVED, this agreement will be effective upon the date of execution and continue until completion of the lawsuit.

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.

HUMAN SERVICES: Yeas: Banas, Tennis, Sebolt, Nolan, Koenig, Louney, Naeyaert
Nays: None  Absent: None  Approved 03/05/2018

FINANCE: Yeas: Grebner, Crenshaw, Tennis, Koenig, Schafer
Nays: None  Absent: Anthony, Louney  Approved 03/07/2018
COUNTY OF INGHAM
OPIOID LITIGATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), and WEITZ & LUXENBERG, PC, 719 Griswold St Suite 620, Detroit, MI 48226 (hereinafter referred to as “W&L”) as lead counsel and the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”).

WITNESSETH:

WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or distributors of controlled substances in Ingham County, on a contingent fee basis, wherein there is no attorney fee if there is no recovery.

NOW, THEREFORE, it is agreed:

The County retains, Weitz & Luxenberg, P.C. (“W&L”) as lead counsel, the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”) to prosecute and adjust for the County a claim for past and future damages and/or expenditures caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors and/or retailers of opioid analgesics. The County hereby gives Claimant’s Counsel the exclusive right to take all legal steps to enforce its claims in this matter for the duration of this Agreement.

In consideration of the services rendered or to be rendered by Claimant’s Counsel, the County agrees to pay a contingent fee of 30% percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for the County’s share of the recovery only.

This fee will be paid only if there is a recovery and will be deducted after the reimbursement of the litigation expenses and costs. Litigation expenses and costs include, but are not limited to, filing fees, costs associated with conducting discovery, hearings, conferences, meetings, trials, expert consultation and testimony, and investigation costs.

All costs and expenses will be advanced by W&L. At the conclusion of the litigation, the County is entitled to review and contest the reasonableness of any expenses incurred and allocated to the County.
Claimant’s Counsel shall provide periodic updates on the status of the litigation, including material developments related to settlement, motion practice and trial. The contacts for provision of such notice to the County will be:

County of Ingham
Attn: Timothy Dolehanty, Administrator/Controller
(517) 676-7203
tdolehanty@ingham.org

Jared Cypher, Deputy Controller
(517) 676-7229
jcypher@ingham.org

Cohl, Stokor & Toskey, P.C.
Attn: Bonnie Toskey or Matt Nordfjord
601 N. Capitol Ave
Lansing, MI 48823
(517) 372-9000
btoskey@cstmlaw.com
mnordi@cstmlaw.com

COUNTY OF INGHAM
By: __________________________
   Carol Koenig, Chairperson
   County Board of Commisioners
Date: _________________________

WEITZ & LUXENBERG, PC
By: __________________________
   (Signature)
Name: _________________________
   (Print or Type)
Title: _________________________
   (Print or Type)
Date: _________________________

SAM BERNSTEIN LAW FIRM, PLLC
By: __________________________
   (Signature)
Name: _________________________
   (Print or Type)
Title: _________________________
   (Print or Type)
Date: _________________________

CHURCH WYBLE, PC
By: __________________________
   (Signature)
Name: _________________________
   (Print or Type)
Title: _________________________
   (Print or Type)
Date: _________________________

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STROKER & TOSKEY, P.C.
By: __________________________
   Mattis D. Nordfjord
COUNTY OF INGHAM
OPIOID LITIGATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”), and WEITZ & LUXENBERG, PC, 719 Griswold St Suite 620, Detroit, MI 48226 (hereinafter referred to as “W&L”) as lead counsel and the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”).

WITNESSETH:

WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County—on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery.

NOW, THEREFORE, it is agreed:

1. **Representation.** The County retains, Weitz & Luxenberg, P.C. (“W&L”) as lead counsel, the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, “Claimant’s Counsel”) to prosecute and adjust for the County a claim for past and future damages and/or expenditures caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors and/or retailers of opioid analgesics. The County hereby gives Claimant’s Counsel the exclusive right to take all legal steps to enforce its claims in this matter for the duration of this Agreement.

2. **Agreement Period and Termination.** Claimant’s Counsel shall commence performance of the services and obligations required of it hereunder on the date this Agreement is fully executed by the parties and will continue services through the completion of the lawsuit.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of 15 days prior written notice to Claimant’s Counsel.

Subject to the Michigan Code of Professional Responsibility and any requirements imposed by the court in pending litigation, upon receipt of a Notice of Termination and, except as otherwise directed by the County, Claimant’s Counsel shall:
A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

B. Obligate no additional Agreement funds for any costs beyond such date as the County shall specify;

C. On the date termination is effective, submit to the County all records, reports, documents, and pleadings as the County shall specify; all pertinent keys to files and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property; and

D. Submit within 30 days a final activity report and invoice.

It is expressly understood and agreed that in the event of a breach of this Agreement by Claimant’s Counsel and its termination by the County, the County, in addition to the Agreement’s termination, reserves the right to seek any other remedies available in law or in equity.

3. **Compensation.** In consideration of the services rendered or to be rendered by Claimant’s Counsel, the County agrees to pay a contingent fee of 30% percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for the County’s share of the recovery only.

   This fee will be paid only if there is a recovery and will be deducted after the reimbursement of the litigation expenses and costs. Litigation expenses and costs include, but are not limited to, filing fees, costs associated with conducting discovery, hearings, conferences, meetings, trials, expert consultation and testimony, and investigation costs.

   All costs and expenses will be advanced by Claimant’s Counsel and to the extent permitted by Michigan Rules of Professional Conduct 1.8(e)(1), no payment for costs or fees shall be made or monies disbursed under this Agreement until there is a settlement, verdict, judgment, award of costs or other recovery of funds.

4. **Services.** The County engages Claimant’s Counsel and Claimant’s Counsel agrees to faithfully and diligently perform the Services set forth in this Agreement consistent with the standard of legal practice in the community. The Services are as determined by the County related to this matter.

   Included in the Services are any meetings with County staff required to accomplish the purpose of this Agreement as well as attendance at any County Commission or other board or agency meetings related to the purpose of this Agreement. Claimant’s Counsel shall not make an initial contact with any County staff or elected official until the County Administrator or County Attorney has advised Claimant’s Counsel it is cleared to make the contact with the client.

   Claimant’s Counsel understands that the County wishes to pursue legal claims against various pharmaceutical manufacturers and/or distributors which have engaged in violations of the law by the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they were neither safe nor effective.

   Claimant’s Counsel will provide all facets of litigation of the case. Claimant’s Counsel shall investigate research, prepare a complaint, litigate the claims on behalf of the County and analyze and advise regarding strategy. Claimant’s Counsel will work in close coordination with the County and its officers and employees to provide the legal services in question.

   Claimant’s Counsel has significant complex litigation experience. However, as the case involves novel legal theories and will require the work of numerous lawyers, paralegals and others as well as the expenditure of large sums of money to litigate this matter.
Claimant’s Counsel is willing to provide these services on a contingent fee basis. Claimant’s Counsel will also advance costs. Claimant’s Counsel will be reimbursed for such allowable expenses from any settlement, verdict or judgment or award of costs or of fees before the allocation of any settlement amount.

Claimant’s Counsel will, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

Claimant’s Counsel is authorized, in good faith and in the honest belief that it is in the best interests of the County, to associate other firm(s) to assist in this matter at no additional fee to the County of Ingham. Regardless, Claimant’s Counsel will maintain full control of the matter on behalf of the client at all times.

5. **Qualifications.** Claimant’s Counsel, by signing this Agreement, attests that it is qualified to perform the Services to be furnished.

6. **Notifications.** Claimant’s Counsel shall inform the County as soon as the following types of conditions or events become known:

   A. A settlement overture in this matter is made by Defendant(s);
   
   B. Trial dates are set or favorable developments or events which enable meeting time schedules and/or goals sooner than anticipated; and
   
   C. Delays or adverse conditions which materially prevent, or may materially prevent, the meeting of the objectives of the Services provided. This disclosure shall be accompanied by a statement of any remedial action taken or contemplated by Claimant’s Counsel.

The contacts for the County will be:

County of Ingham  
Attn: Timothy Dolehanty, Administrator/Controller  
(517) 676-7203  
tdolehanty@ingham.org

Jared Cypher, Deputy Controller  
(517) 676-7229  
jcypher@ingham.org

Cohl, Stoker & Toskey, P.C.  
Attn: Bonnie Toskey or Matt Nordfjord  
601 N. Capitol Ave  
Lansing, MI 48823  
(517) 372-9000  
btoskey@cstmlaw.com  
mnorth@cstmlaw.com

7. **Conflict of Interest.** In the event the interests of the County and interests of other clients become directly adverse in connection with any pending matters, such conflicts shall be discussed and resolved pursuant to the Michigan Rules of Professional Conduct. All information communicated between the County and Claimant’s Counsel within the attorney-client privilege will be and remain confidential, and will not be disclosed by Claimant’s Counsel, consistent with the Michigan Rules of Professional Conduct and applicable law.
8. **Expenditure and Receipt Reports.** Claimant’s Counsel will submit periodic updates regarding the status of the litigation to the County Administrator. The County may also request a status update at other times and, when requested, Claimant’s Counsel shall endeavor to provide an update within 10 business days of such request. At the conclusion of the litigation, the County is entitled to review and contest the reasonableness of any expenses incurred and allocated to the County.

9. **Maintenance of Records.** Subject to whatever document destruction requirements may exist in protective orders issued by the Court, Claimant’s Counsel shall keep and maintain records covering persons served, the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said three (3) year period, Claimant’s Counsel shall notify the County in writing and request such an audit or permission to dispose of the records.

10. **Nondiscrimination.** Claimant’s Counsel, as required by law and/or the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Claimant’s Counsel shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

   A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.


   Breach of this section shall be regarded as a material breach of this Agreement. In the event Claimant’s Counsel is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to Claimant’s Counsel.

11. **Compliance with the Law.** Claimant’s Counsel will provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

12. **Independent Contractor.** It is expressly understood and agreed that W&L is an independent contractor. The employees, servants and agents of Claimant’s Counsel shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. Claimant’s Counsel’s employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Claimant’s Counsel shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. Claimant’s Counsel shall carry workers’ compensation insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.
13. **Indemnification and Hold Harmless.** To the extent permitted by Michigan Rules of Professional Conduct 1.8(e)(1), Claimant’s Counsel shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of Claimant’s Counsel, its employees, agents or subcontractors that may arise out of this Agreement. Claimant’s Counsel responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by Claimant’s Counsel pursuant to the requirements of this Agreement.

14. **Liability Insurance.** Claimant’s Counsel shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company’s Insurance Reports rating of A or A- (Excellent).

A. **Workers’ Compensation Insurance.** Workers’ Compensation Insurance including Employers’ Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an “occurrence basis” only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. **Professional Liability Insurance.** Professional Liability Insurance on an “occurrence basis” only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit.

D. **Deductibles.** Claimant’s Counsel shall be responsible for paying any deductibles in its insurance coverages.

F. **Proof of Insurance.** Claimant’s Counsel shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

15. **Living Wage Requirements.** In the event Claimant’s Counsel has five (5) or more employees and the sum to be paid to Claimant’s Counsel under this Agreement when combined with the sum to be paid under any other Agreement(s) Claimant’s Counsel has with the County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) Claimant’s Counsel and all its subcontractor(s) shall comply with the County’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 is labeled Exhibit A and attached to this Agreement. In the event that Claimant’s Counsel or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar Claimant’s Counsel from future contracts with the County as provided below:

A. If Claimant’s Counsel is found to be in violation of the Living Wage Policy, Claimant’s Counsel shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. Claimant’s Counsel shall also pay the County $100.00 per affected employee for each day the violation occurs beginning with the third day after Claimant’s Counsel receives notification of the violation. The County may withhold from payments to Claimant’s Counsel such amounts as are necessary to effectuate the above-stated payments or penalties.
B. If Claimant’s Counsel 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 Claimant’s Counsel shall be barred from bidding on or entering into any contracts with the County 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 this section shall be a material breach of this Agreement.

16. **Compliance with Standards of Conduct for Ingham County Vendors.** Claimant’s Counsel shall comply with the County’s policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which is labeled Exhibit B and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

17. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

18. **Waivers.** No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

20. **Assignment or Subcontracting.** Claimant’s Counsel shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

21. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

22. **Complete Agreement.** This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement’s term or the termination of this Agreement.

24. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.
25. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.

26. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

**COUNTY OF INGHAM**

By: ____________________________
Carol Koenig, Chairperson
County Board of Commissioners

Date: ____________________________

**WEITZ & LUXENBERG, PC**

By: ____________________________
(Signature)

Name: ____________________________
(Print or Type)

Title: ____________________________
(Print or Type)

Date: ____________________________

**SAM BERNSTEIN LAW FIRM, PLLC**

By: ____________________________
(Signature)

Name: ____________________________
(Print or Type)

Title: ____________________________
(Print or Type)

Date: ____________________________

**CHURCH WYBLE, PC**

By: ____________________________
(Signature)

Name: ____________________________
(Print or Type)

Title: ____________________________
(Print or Type)

Date: ____________________________

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

By: ____________________________
Mattis D. Nordfjord
COUNTY OF INGHAM
OPIOID LITIGATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and WEITZ & LUXENBERG, PC, 719 Griswold St Suite 620, Detroit, MI 48226 (hereinafter referred to as "W&L") as lead counsel and the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, "Claimant's Counsel").

WITNESSETH:

WHEREAS, opiate/opioid abuse, addiction, morbidity and mortality has created a serious public health and safety crisis in Ingham County and is a public nuisance; and

WHEREAS, the Board of Commissioners has the authority to take action to protect the public health, safety, and welfare of the citizens of Ingham County; and

WHEREAS, the Board of Commissioners has expended, is expending, and will continue to expend in the future County public funds to respond to the serious public health and safety crisis involving opioid/opiate abuse, addiction, morbidity and mortality in Ingham County; and

WHEREAS, the Board of Commissioners may sue to obtain any money due the County; and

WHEREAS, the Board of Commissioners has received information that indicates that the manufacturers and wholesale distributors of controlled substances who dispensed or otherwise caused opioids to be diverted into Ingham County may have violated Federal and State laws and regulations that were enacted to prevent the diversion of legally produced controlled substances into the illicit market; and

WHEREAS, the citizens of Ingham County will benefit from the retention of special outside counsel to investigate and pursue, if appropriate, County claims against the manufacturers and/or wholesale distributors of controlled substances in Ingham County, on a contingent fee basis, wherein there is no attorney fee or reimbursement of litigation expenses if there is no recovery.

NOW, THEREFORE, it is agreed:

1. Representation. The County retains, Weitz & Luxenberg, P.C. ("W&L") as lead counsel, the Sam Bernstein Law Firm PLLC, and Church Wyble, PC (collectively, "Claimant’s Counsel") to prosecute and adjust for the County a claim for past and future damages and/or expenditures caused by the culpable conduct of any and all pharmaceutical manufacturers, distributors and/or retailers of opioid analgesics. The County hereby gives Claimant’s Counsel the exclusive right to take all legal steps to enforce its claims in this matter for the duration of this Agreement.
2. **Agreement Period and Termination.** Claimant’s Counsel shall commence performance of the services and obligations required of it hereunder on the date this Agreement is fully executed by the parties and will continue services through the completion of the lawsuit.

Notwithstanding any other provision in this Agreement to the contrary, the County may terminate this Agreement at any time, with or without cause, upon delivery of 15 days prior written notice to Claimant’s Counsel.

Subject to the Michigan Code of Professional Responsibility and any requirements imposed by the court in pending litigation, upon receipt of a Notice of Termination and, except as otherwise directed by the County, Claimant’s Counsel shall:

A. Stop work under the Agreement on the date and to the extent specified in the Notice of Termination;

B. Obligate no additional Agreement funds for any costs beyond such date as the County shall specify;

C. On the date termination is effective, submit to the County all records, reports, documents, and pleadings as the County shall specify; all pertinent keys to files and carry out such directives as the County may issue concerning the safeguarding or disposition of files and property; and

D. Submit within 30 days a final activity report and invoice.

It is expressly understood and agreed that in the event of a breach of this Agreement by Claimant’s Counsel and its termination by the County, the County, in addition to the Agreement’s termination, reserves the right to seek any other remedies available in law or in equity.

3. **Compensation.** In consideration of the services rendered or to be rendered by Claimant’s Counsel, the County agrees to pay a contingent fee of 30% percent of the net sum recovered, whether recovered by suit, settlement or otherwise, for the County’s share of the recovery only.

This fee will be paid only if there is a recovery and will be deducted after the reimbursement of the litigation expenses and costs. Litigation expenses and costs include, but are not limited to, filing fees, costs associated with conducting discovery, hearings, conferences, meetings, trials, expert consultation and testimony, and investigation costs.

All costs and expenses will be advanced by Claimant’s Counsel and no payment for costs or fees shall be made or monies disbursed under this Agreement until there is a settlement, verdict, judgment, award of costs or other recovery of funds.

4. **Services.** The County engages Claimant’s Counsel and Claimant’s Counsel agrees to faithfully and diligently perform the Services set forth in this
Agreement consistent with the standard of legal practice in the community. The Services are as determined by the County related to this matter.

Included in the Services are any meetings with County staff required to accomplish the purpose of this Agreement as well as attendance at any County Commission or other board or agency meetings related to the purpose of this Agreement. Claimant’s Counsel shall not make an initial contact with any County staff or elected official until the County Administrator or County Attorney has advised Claimant’s Counsel it is cleared to make the contact with the client.

Claimant’s Counsel understands that the County wishes to pursue legal claims against various pharmaceutical manufacturers and/or distributors which have engaged in violations of the law by the fraudulent marketing and sales of certain highly addictive, opiate-derived painkillers for purposes for which they were neither safe nor effective.

Claimant’s Counsel will provide all facets of litigation of the case. Claimant’s Counsel shall investigate research, prepare a complaint, litigate the claims on behalf of the County and analyze and advise regarding strategy. Claimant’s Counsel will work in close coordination with the County and its officers and employees to provide the legal services in question.

Claimant’s Counsel has significant complex litigation experience. However, as the case involves novel legal theories and will require the work of numerous lawyers, paralegals and others as well as the expenditure of large sums of money to litigate this matter.

Claimant’s Counsel is willing to provide these services on a contingent fee basis. Claimant’s Counsel will also advance costs. Claimant’s Counsel will be reimbursed for such allowable expenses from any settlement, verdict or judgment or award of costs or of fees before the allocation of any settlement amount.

Claimant’s Counsel will, upon reasonable notice, be available to participate in any proceeding, whether legal, administrative or otherwise, or in any internal County preparatory meetings for the proceeding, in order to assist the County in any matter relating to the purpose or outcome of this Agreement.

Claimant’s Counsel is authorized, in good faith and in the honest belief that it is in the best interests of the County, to associate other firm(s) to assist in this matter at no additional fee to the County of Ingham. Regardless, Claimant’s Counsel will maintain full control of the matter on behalf of the client at all times.

5. **Qualifications.** Claimant’s Counsel, by signing this Agreement, attests that it is qualified to perform the Services to be furnished.

6. **Notifications.** Claimant’s Counsel shall inform the County as soon as the following types of conditions or events become known:

   A. A settlement overture in this matter is made by Defendant(s);
B. Trial dates are set or favorable developments or events which enable meeting time schedules and/or goals sooner than anticipated; and

C. Delays or adverse conditions which materially prevent, or may materially prevent, the meeting of the objectives of the Services provided. This disclosure shall be accompanied by a statement of any remedial action taken or contemplated by Claimant’s Counsel.

The contacts for the County will be:

County of Ingham
Attn: Timothy Dolehanty, Administrator/Controller
(517) 676-7203
tdolehanty@ingham.org

Jared Cypher, Deputy Controller
(517) 676-7229
jcypher@ingham.org

Cohl, Stoker & Toskey, P.C.
Attn: Bonnie Toskey or Matt Nordfjord
601 N. Capitol Ave
Lansing, MI 48823
(517) 372-9000
btoskey@cstmlaw.com
mnordli@cstmlaw.com

7. **Conflict of Interest.** In the event the interests of the County and interests of other clients become directly adverse in connection with any pending matters, such conflicts shall be discussed and resolved pursuant to the Michigan Rules of Professional Conduct. All information communicated between the County and Claimant’s Counsel within the attorney-client privilege will be and remain confidential, and will not be disclosed by Claimant’s Counsel, consistent with the Michigan Rules of Professional Conduct and applicable law.

8. **Expenditure and Receipt Reports.** Claimant’s Counsel will submit periodic updates regarding the status of the litigation to the County Administrator. The County may also request a status update at other times and, when requested, Claimant’s Counsel shall endeavor to provide an update within 10 business days of such request. At the conclusion of the litigation, the County is entitled to review and contest the reasonableness of any expenses incurred and allocated to the County.

9. **Maintenance of Records.** Subject to whatever document destruction requirements may exist in protective orders issued by the Court, Claimant’s Counsel shall keep and maintain records covering persons served, the services rendered and expenditures made pursuant to this Agreement for three (3) years after termination of
this Agreement or until a final audit has been performed, whichever occurs later. In the event an audit has not been performed within said
three (3) year period, Claimant's Counsel shall notify the County in writing and request such an audit or permission to dispose of the records.

10. **Nondiscrimination.** Claimant's Counsel, as required by law and/or the Ingham County Equal Opportunity Employment/Nondiscrimination Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Claimant's Counsel shall adhere to all applicable Federal, State and local laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.


Breach of this section shall be regarded as a material breach of this Agreement. In the event Claimant's Counsel is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to Claimant's Counsel.

11. **Compliance with the Law.** Claimant's Counsel will provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations.

12. **Independent Contractor.** It is expressly understood and agreed that W&L is an independent contractor. The employees, servants and agents of Claimant's Counsel shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of the County. Claimant's Counsel's employees, servants and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Claimant's Counsel shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. Claimant's Counsel shall carry workers' compensation
insurance coverage for its employees, as required by law and shall provide the County with proof of said coverage.

13. **Indemnification and Hold Harmless.** Claimant's Counsel shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of Claimant's Counsel, its employees, agents or subcontractors that may arise out of this Agreement. Claimant's Counsel responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by the insurance coverage obtained by Claimant's Counsel pursuant to the requirements of this Agreement.

14. **Liability Insurance.** Claimant's Counsel shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. **Workers' Compensation Insurance.** Workers' Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; (3) Products and Completed Operations; and (4) Independent Contractors coverage.

C. **Professional Liability Insurance.** Professional Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate combined single limit.

D. **Deductibles.** Claimant's Counsel shall be responsible for paying any deductibles in its insurance coverages.

E. **Proof of Insurance.** Claimant's Counsel shall provide to the County at the time this Agreement is returned by it for execution, with two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.

15. **Living Wage Requirements.** In the event Claimant's Counsel has five (5) or more employees and the sum to be paid to Claimant's Counsel under this Agreement
when combined with the sum to be paid under any other Agreement(s) Claimant’s Counsel has with the County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) Claimant’s Counsel and all its subcontractor(s) shall comply with the County’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 is labeled Exhibit A and attached to this Agreement. In the event that Claimant’s Counsel or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar Claimant’s Counsel from future contracts with the County as provided below:

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

B. If Claimant’s Counsel 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 Claimant’s Counsel shall be barred from bidding on or entering into any contracts with the County 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 this section shall be a material breach of this Agreement.

16. **Compliance with Standards of Conduct for Ingham County Vendors.** Claimant’s Counsel shall comply with the County’s policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which is labeled Exhibit B and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

17. **Applicable Law and Venue.** This Agreement shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Agreement, it is understood and agreed that any legal or equitable action resulting from such disputes shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
18. **Waivers.** No failure or delay on the part of the County in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

19. **Modifications, Amendments or Waiver of Provisions of the Agreement.** All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties hereto.

20. **Assignment or Subcontracting.** Claimant's Counsel shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement.

21. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

22. **Complete Agreement.** This Agreement, the Exhibits A and B, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

23. **Survival Clause.** All rights, duties and responsibilities of any party that either expressly or by their nature extend into the future, including warranties and indemnification, shall extend beyond and survive the end of the Agreement's term or the termination of this Agreement.

24. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

25. **Non-Beneficiary Contract.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto.
26. **Certification of Authority to Sign Agreement.** The people signing on behalf of the parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the party they represent and that this Agreement has been authorized by the party they represent.

**COUNTY OF INGHAM**

By: __________________________
Carol Koenig, Chairperson
County Board of Commissioners

Date: __________________________

**WEITZ & LUXENBERG, PC**

By: __________________________
Name: Paul F. Novak
Title: Managing Attorney, Detroit
Date: 7-19-18

**SAM BERNSTEIN LAW FIRM, PLLC**

By: __________________________
Name: Beth Bernstein Miller
Title: Attorney, Partner
Date: 7-19-18

**CHURCH WYBLE, PC**

By: __________________________
Name: David Mittleman
Title: Church Wyble, Pres.
Date: 7-20-18

**APPROVED AS TO FORM**

FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: __________________________
Mattie D. Nordfjord

n:\client\ingham\commissioner\opiod litigation\legal services agreement 7.10.18 final.docx

Page 9 of 9
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a “Living Wage” sufficient to meet their employees’ basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute’s August 2000 issue guide, “Higher Wages Lead to More Efficient Service Provision,” indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, “Economic Self-Sufficiency: A Michigan Benchmark,” that a family of three required at that time, on average $2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of $15.83 for households with a single worker and $7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was $18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds $50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective
date of the contract with Ingham County exceeds $50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy, whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds $25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnerships, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy


1/20/2014
a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County $100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the $100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph 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.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant’s satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:

1. A bona fide training program;

2. A summer or youth employment program;

3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee’s educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a waiver of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor  
Nays: Severino, Nevin  
Absent: None  
Approved 6/17/03

FINANCE: Yeas: Swope, Deddan, Hartel, Thomas  
Nays: Greben, Minter  
Absent: None  
Approved 6/18/03
EXHIBIT B
Adopted - December 8, 2015

Agenda Item No. 8

Introduced by the County Services Committee of the:

Ingham County Board of Commissioners

Resolution Authorizing Standards of Conduct for Ingham County Vendors

Resolution #15-459

Whereas, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

Whereas, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

Whereas, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

Whereas, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

Therefore Be It Resolved, that the Ingham County Board of Commissioners hereby adopts the attached Standards of Conduct for Ingham County Vendors.

Be it further resolved, a copy of said Standards of Conduct for Ingham County Vendors shall be incorporated into the County's vendor registration process so that vendors are fully informed as to the County's expectations regarding vendor conduct.

Be it further resolved, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the Standards of Conduct for Ingham County Vendors.

Be it further resolved, that any County vendor found to violate the Standards of Conduct for Ingham County Vendors shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

Be it further resolved, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

County Services: Yea: Celentino, Koenig, Crenshaw, Banas, Bahr-Cook, Hope, Maiville

Nays: None

Absent: None

Approved 12/01/15
Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:
Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:
Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)
676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee’s official duties for the County.

**Use of County Equipment, Facilities and Resources:**
Use of County equipment, facilities and resources is authorized only for County purposes.
- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

**Your Rights and Expectations:**
When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.
Resolutions: 10b

Resolutions:

Resolutions: 10b

Resolutions: 10b

Resolutions: 10b
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT A REVISED EQUAL OPPORTUNITY EMPLOYMENT PLAN

WHEREAS, Ingham County has been committed and maintains its commitment to equal opportunity and non-discrimination for all persons; and

WHEREAS, this commitment is reflected in an Equal Opportunity Plan which was adopted several years ago by the Board of Commissioners and voluntarily adopted by countywide elected officials and courts; and

WHEREAS, the current Equal Opportunity Employment Plan was last reviewed in total in 1991 and is in need of revision; and

WHEREAS, the Equal Opportunity Committee has devoted much time and effort in developing a proposed updated and revised Equal Opportunity Plan; and

WHEREAS, the revised plan re-emphasizes the County Board’s goal to recruit and maintain a diverse workforce based on the general characteristics of its population in an effort to provide the highest quality of service to its constituents, as well as to provide equal opportunity in its employment on the basis of merit and fitness, regardless of race, color, religion, sex, sexual orientation, gender identity or gender expression, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification); and

WHEREAS, it also emphasizes that the County will pursue an aggressive recruitment and personnel development program in order to maintain a highly qualified and diverse work force; and

WHEREAS, the Board of Commissioners urges the support of this plan by all offices and agencies of the county.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached revised Equal Opportunity Employment Plan which rescinds all prior Equal Opportunity Employment Plans adopted by the Board of Commissioners.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs that all county departments and agencies under the jurisdiction of the Board of Commissioners shall be bound by this plan and shall work to further the achievement of the stated goals.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners requests and encourages all countywide elected officials and Chief Judges to voluntarily adopt this plan and to work to further the achievement of the stated goals, as they have done with prior plans.

BE IT FURTHER RESOLVED, that each countywide elected official or Chief Judge who does not voluntarily adopt this plan is requested to provide the County Board of Commissioners with their written policies regarding Equal Opportunity and Non-discrimination, including sexual harassment, in order to promote equal opportunity
and non-discrimination in the county workforce and to minimize potential legal and financial penalties to their offices, the County Board of Commissioners, and the taxpayers of Ingham County.

BE IT FURTHER RESOLVED, that the Board of Commissioners encourages all other entities within the county government to have equal opportunity and non-discrimination policies reflective of the goals set forth in this plan.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners commends the Equal Opportunity Committee for its time and effort devoted to revising and updating this Plan.

BE IT FURTHER RESOLVED, that the County Clerk is directed to send a copy of this resolution and Equal Opportunity Plan to each department head, countywide elected official, Chief Judge, and other agency within the county government.
TABLE OF CONTENTS

PREAMBLE AND PURPOSE .................................................................2
I. THE INGHAM COUNTY EQUAL OPPORTUNITY PLAN .........................2
II. EQUAL OPPORTUNITY COMMITTEE (EOC) ..................................3
III. HIRING AND PROMOTION PROCESS ............................................4
IV. HUMAN RESOURCES DEPARTMENT REPORTS ............................10
V. EMPLOYMENT PRACTICES .........................................................10
VI. ENFORCEMENT OF THE PLAN ..................................................11
VII. SEXUAL HARASSMENT ..............................................................13
VIII. PURCHASING AND CONTRACTING .........................................16

**NOTE:** Proposed changes are underlined and marked with [ ] in the left margin.
INGHAM COUNTY
EQUAL OPPORTUNITY EMPLOYMENT PLAN
PREAMBLE AND PURPOSE

It is the goal of Ingham County (hereinafter the "County") to recruit and maintain a diverse workforce in an effort to provide the highest quality of service to its constituents, as well as to provide equal opportunity in its employment on the basis of merit and fitness, regardless of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information, or political affiliation, except where age, sex, or lack of disability constitutes a bona fide occupational qualification. The County shall pursue an aggressive recruitment and personnel development program in order to maintain a highly qualified and diverse work force.

I. THE INGHAM COUNTY EQUAL OPPORTUNITY EMPLOYMENT PLAN

A. Based on the above-stated goal, the County, by and through the Ingham County Board of Commissioners (hereinafter the "Board of Commissioners") hereby adopts this Ingham County Equal Opportunity Employment Plan (hereinafter the "EOE Plan" or this "Plan"). This Plan is an integral part of the County’s total human resources management program. Under this Plan, the County shall pursue a program of recruitment, hiring, and promotions of highly qualified employees and applicants, and may consider training projects based on available resources, while complying with the terms of this Plan.

B. This Plan applies to all non-union employees of the County. This Plan also applies to employees in recognized bargaining units that are represented by certified collective bargaining unit representatives where no conflict exists between a provision of this Plan and an express provision of an applicable collective bargaining unit agreement. Further, this Plan is not applicable to any offices of Elected Officials unless the individual Elected Official adopts, in whole or in part, this Plan. However, the Board of Commissioners urges all Elected Officials to adopt this Plan in its entirety.

C. This Plan assigns responsibilities and duties, and provides for the presentation of reports and annual evaluations. This Plan requires the County to ensure that all human resources related decisions are based upon an individual's ability to meet the requirements of the job and that the County shall monitor and eliminate, if possible, any barriers that interfere with equal opportunity in all segments of the Human Resources program.

D. This Plan precludes quotas and reductions in job related qualifications to increase employment of persons based on race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information, or political affiliation. The goals of this Plan should not be construed as quotas which must be met or ceilings that will prevent the hiring or promotion of the most qualified employees.
E. The County shall hire and promote the most qualified individuals regardless of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information, or political affiliation, except where age, sex, or lack of disability constitutes a bona fide occupational qualification, in order to meet the labor force demands of the County.

F. New County employees shall be provided a copy of this Plan in writing or electronically by the Human Resources Department and all County employees shall receive a copy of any updated version of this Plan in writing or electronically from the Human Resources Department. This Plan shall also be made available to all applicants for County employment or any interested parties upon request to the Human Resources Department.

G. Pursuant to state law, the Board of Commissioners acknowledges the fact that this Plan may not be enforceable as to Department Heads who are elected officials. If this Plan does not apply to a Department Head, the Board of Commissioners shall use all of its persuasive abilities to encourage said Department Head to comply with this Plan.

II. EQUAL OPPORTUNITY COMMITTEE (“EOC”)

A. The Board of Commissioners has appointed a committee consisting of interested citizens to act under the terms of this Plan. This committee shall be known as the Ingham County Equal Opportunity Committee (hereinafter the "EOC"). The EOC is an advisory committee and shall perform the following functions:

1. Serve as advisors to the Board of Commissioners on matters that will ensure equal opportunity for all County employees, as well as applicants for County employment.

2. Make recommendations to the County Services Committee and the Board of Commissioners as necessary to carry out the County's commitment to equal opportunity.

3. Review reports submitted by the Ingham County Human Resources Director (hereinafter referred to as the “HR Director”) and Human Resources Department.

4. Verify annually that banks or other savings institutions holding County funds are equal opportunity employers and lenders. Verification shall be completed each year by December 31 of said year, and a report from the EOC shall be made available by January 31 of the following year to the Board of Commissioners and the Human Resources Department.

5. Verify annually that, to the extent possible, all County purchasing is done from equal opportunity employers. Verification shall be completed each year by December 31 of said year and a report from the EOC shall be made available by
January 31 of the following year to the Board of Commissioners and the Human Resources Department.

6. Review periodic reports and annual evaluations of the ethnic and gender status of the County's employee base solely for the purpose of determining a need for further inquiry to ascertain whether there has been specific prior discrimination in hiring practices to evaluate applicable hiring criteria to ensure that they are reasonably job-related and do not arbitrarily exclude members of the underutilized group, or to indicate the need for inclusive outreach efforts to ensure that members of the underutilized group have equal opportunity to seek employment with the affected department.

7. Provide an annual report to the County Services Committee based on its work during the previous calendar year.

8. Review this Plan for its continued relevance every three years or as necessary.

9. The EOC may recommend adjustments to job-related qualifications after an investigation and determination is made by the EOC that the recommended job-related qualifications are appropriate, do not violate the Michigan Civil Rights Initiative, known as Proposition 2 (Michigan 06-2), or any other local, state, or federal law.

   B. All meetings of the EOC shall be open to the public and provide an opportunity for limited public comment. The EOC reserves the right to limit access to its meetings at those times when the facts involved in a complaint against the County are being discussed or as otherwise permitted in accordance with the requirements of the Michigan Open Meetings Act.

III. HIRING AND PROMOTION PROCESS

A. The County shall be an Equal Opportunity Employer.

B. The Human Resources Department shall evaluate and monitor the interview and selection process of each County department to ensure that this Plan is adhered to and no person is denied employment or promotional opportunities because of their race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information, or political affiliation, except where age, sex, or lack of disability constitutes a bona fide occupational qualification.

C. Inquiries Regarding Salary History During the Hiring Process.

   1. The Human Resources Department or any person engaged in the hiring process on behalf of the County shall not, except as otherwise provided in this Plan, inquire about the salary history of an applicant for employment or rely on the salary history of an applicant in determining the salary, benefits or other compensation
for such applicant during the hiring process, including the negotiation of a contract. “To inquire,” “Inquiries,” or “Inquire” as used in Section III of this Plan includes any means to communicate any question or statement to an applicant, an applicant’s current or prior employer, or a current or former employee or agent of the applicant’s current or prior employer, in writing or otherwise, for the purpose of obtaining an applicant’s salary history, or to conduct a search of publicly available records or reports for the purpose of obtaining an applicant’s salary history, but does not include informing the applicant in writing or otherwise about the position’s proposed or anticipated salary or salary range.

2. Notwithstanding Section III(C)(1) of this Plan, the Human Resources Department or any person engaged in the hiring process on behalf of the County may, without inquiring about salary history, engage in discussion with an applicant about their expectations with respect to salary, benefits and other compensation, including but not limited to unvested equity or deferred compensation that an applicant would forfeit or have cancelled by virtue of the applicant’s resignation from their current employer.

3. Where an applicant voluntarily and without prompting discloses salary history to the Human Resources Department or any person engaged in the hiring process on behalf of the County then the Human Resources Department or any person engaged in the hiring process on behalf of the County may consider salary history in determining salary, benefits and other compensation for such applicant, and may verify such applicant’s salary history.

4. Section III(C) of this Plan shall not apply to: (1) Any actions taken by the Human Resources Department or any person engaged in the hiring process on behalf of the County pursuant to any federal, state or local law that specifically authorizes disclosure or verification of salary history for employment purposes, or specifically requires knowledge of salary history to determine an employee’s compensation; (2) Applicants for internal transfer or promotion with their current employer; (3) Any attempt by the Human Resources Department or any person engaged in the hiring process on behalf of the County to verify an applicant’s disclosure of non-salary related information or conduct a background check, provided that if such verification or background check discloses the applicant’s salary history, such disclosure shall not be relied upon for purposes of determining the salary, benefits or other compensation of such applicant during the hiring process, including the negotiation of a contract; or (4) Public employee positions for which salary, benefits or other compensation are determined pursuant to procedures established by collective bargaining.

D. The Board of Commissioners recognizes that by law County elected officials may choose to use an alternate process for the hiring of their confidential administrative staff. For example, chief deputies. However, the Board of Commissioners shall use all of its persuasive abilities to encourage said County elected officials to comply with this Plan.
E. Recruitment.

1. All advertisements for open positions shall identify the County as an Equal Opportunity Employer. The County shall implement a program of intensive recruitment of qualified individuals directed toward the community at large and ensure that no segment of the community is excluded from County job opening notifications. Internal dissemination of this Plan in meetings with Department Heads and the Human Resources Department representative shall also be made on a semi-annual basis. At these meetings, Department Heads shall be advised of this Plan and their responsibilities under it.

2. A bi-weekly listing of open positions shall be transmitted to community organizations, as determined to be appropriate organizations by the Human Resources Department based on the organization’s ability to advance the goals of this Plan, for information purposes. The Human Resources Department shall maintain a list of organizations deemed appropriate under this section and produce a copy of the list in accordance with a request made under the Michigan Freedom of Information Act.

3. The open position listing shall also be displayed in County buildings and offices. Additionally, the posting shall be sent to local United States Post Offices, state unemployment offices in Lansing, and the Placement Offices of Michigan State University, Lansing Community College, and other local agencies, such as community and ethnic organizations and federal or state-funded employment and training programs. The County shall also list all openings on the County's Internet site and Intranet site. Notices of openings may be placed in local newspapers, including local foreign language publications, and out-of-town newspapers when positions are determined to be difficult to fill by the Human Resources Department.

4. At least annually, the Human Resources Department will contact and work with local educational institutions in an effort to encourage graduates to apply for open County positions.

5. At least annually, or as directed by the EOC, the Human Resources Department shall review hiring data and undertake efforts to assure that advertising and recruiting efforts provide for equal opportunity, non-discrimination, and diversity in hiring. The Human Resources Department shall continue to enhance the County’s equal opportunity recruitment strategies by putting forth its best efforts in attracting a qualified and diverse applicant pool.

6. Recruitment and interviews may be conducted at the offices of various agencies within the County that provide facilities and programs for employment.

7. The County shall continue to and whenever possible, based on available resources allocated by the Board of Commissioners for such purposes, expand the practice
of student internships and work-study programs to encourage students to consider County government employment.

F. Job Openings.

1. The Human Resources Department shall be informed of any job openings through the use of a Personnel Action Request and Job Requisition form completed by a Department Head.

2. The Human Resources Department shall post the current job openings in the Ingham County Job Opportunity Bulletin, as well as other venues determined to be appropriate by the Human Resources Department that will promote the goals of this Plan. Each position shall be posted for two business weeks, unless insufficient applications are received, at which time the job posting may remain active at the discretion of the Human Resources Department.

G. Application Process.

1. All applicants shall apply for County positions through the Human Resources Department. The Human Resources Department shall make the appropriate reasonable effort to accommodate all applicants in regards to any special needs the applicant may have. Applications shall be available in the Human Resources Office or by request through the United States Mail. Applications shall also be available online at the County's Internet site (www.ingham.org) in a real time format or a printable format when using Adobe Acrobat Reader.

H. Interviews and Hiring.

1. The Human Resources Department shall be responsible for:

   i. Developing hiring policies and procedures for County agencies.

   ii. Posting job descriptions.

   iii. Reviewing job applications and to proceed with those that meet the minimum qualifications.

   iv. Referring the most qualified applicants, based on established screening criteria, to the hiring department for review.

   v. Reviewing hiring departments’ employment packages for compliance with Human Resources Department guidelines and this Plan prior to the hire of a new employee.
2. The hiring department shall be responsible for developing an employment package that includes:

   i. A job description.

   ii. An interview panel consisting of a diverse group of interviewers to include, at a minimum and when reasonably practicable, one female interviewer, one male interviewer, and one minority interviewer.

   iii. The interview panel rating forms and standardized job related questions; for example:

   a. Knowledge of job to be performed.

   b. Education and experience.

   c. Special training that is job related.

   d. Interpersonal skills.

   e. Communication skills.

   f. Personal demeanor.

   iv. A guide of how each interview question is weighted in the overall scoring.

   v. An interview rating sheet for qualified applicants referred by the Human Resources Department.

3. The interview panel recommendation on the top candidate(s) shall be made to the hiring supervisor. The hiring supervisor will make the final decision.

4. Department heads are required, and elected officials are highly encouraged, to use interview panels which reflect the diversity of the County’s population.

5. The Human Resources Department shall assist departments in achieving compliance with this Plan. The HR Director is to report to the County Services Committee where there is concern regarding the efforts of any department to comply with this Plan.

I. Unsuccessful Applicants.

1. An applicant not hired into the position for which the applicant has applied shall be considered an unsuccessful applicant. Only applicants that are referred by the Human Resources Department and interviewed but not hired by the hiring
department shall be notified of the hiring department's decision within two weeks by United States Mail or email.

2. Applications of unsuccessful applicants shall be placed in the active application file for a period of 1 year. During this year, the applicant may be considered for any other position that they feel they are qualified for by simply submitting a cover letter for a designated position if the Human Resources Department receives the same by the end of the business day Friday of the deadline week.

3. At the end of the first year for an application and at the start of the second year, all applications shall be placed into inactive status and removed to a separate storage area where they shall be held for a period of one additional year. During this second year, an application may be reactivated, although a new application would be required to be completed and attached to any existing applications for the applicant. After the second full year of the application and on a yearly basis all applications two years of age or older shall be shredded for security and confidentiality reasons and then properly recycled.

4. For purposes of recruitment only and in specific instances where normal advertisement and Job Vacancy Bulletin Posting do not adequately draw a reasonable number of applications, applicants from previous related positions with similar job classifications may be notified through use of a database system at the discretion of the Human Resources Department.

5. The use of this database shall be to notify all applicants from the previous related position(s) applied for that there is a similar opening. It shall then be the applicant's responsibility to notify the Human Resources Department through the use of a cover letter or a new application, when necessary, that they wish to be considered for the existing vacancy. Upon receipt of their request, they shall again be considered along with all other applicants for the existing vacancy and again begin the hiring process as set forth in this Plan.

J. Promotions.

1. All open County employment vacancies will be listed in the Ingham County Jobs Opportunity Bulletin. Current employees who apply shall be screened and may be interviewed. Department Heads are encouraged to communicate to the Human Resources Department current employees that they feel would qualify for open positions. The procedure of referring the most qualified candidates and the goals of this Plan shall be consistently followed. Career ladder referrals shall be made in accordance with the appropriate collective bargaining agreement, if any collective bargaining agreement governs.

2. Among the positive factors to be considered in the promotion of supervisors and managers is their record at efforts in complying with this Equal Opportunity Employment Plan.
IV. HUMAN RESOURCES DEPARTMENT REPORTS

A. The Human Resources Department shall compile reports concerning the following:

1. Demographic characteristics of the County's population as a whole that includes, but is not limited to, data regarding all protected classes as is reasonably practicable.

2. Demographic characteristics of the County’s employment applicants that includes, but is not limited to, data regarding all protected classes as is reasonably practicable.

3. Demographic characteristics of the County’s employee base that includes, but is not limited to, data regarding all protected classes as is reasonably practicable.

4. The County's internal applicant flow.

5. Current department demographic characteristics to compare the relative proportion of the protected classes in the County’s employee base and employment applicant pool to the County's population as a whole.

B. The reports compiled by the Human Resources Department shall be reviewed for indications of discrimination or barriers to the employment opportunities of individuals covered under this Plan by the Human Resources Department and the EOC. The County population demographics shall be determined using the most current U.S. Census data and/or other reliable source of population data.

C. Interpretations of data that conclude that there is a discriminatory action, perception, or effect, even if there is a lack of discriminatory intent, shall be subject to further review and action by the Human Resources Department and the EOC. It shall be of paramount importance to discover and document the basis for any perceived discriminatory action, perception, or effect and to take the necessary action based on said action, perception, or effect. The responsibility of showing that there is no actual discrimination rests within the department where the discriminatory action, perception, or effect has occurred. Documentation of actions and events is essential under this Plan.

V. EMPLOYMENT PRACTICES

A. Development and Training.

1. The County may provide opportunities for training to current employees by continuing its policy of reimbursing the cost of tuition and related expenses for employees who pursue further education and training related to their current or advanced County employment on their own time as budget resources allow. The County may also allow and encourage its employees to participate in seminars,
workshops and the like at County expense and time, based on budgeted resources and the work load demands of the office.

B. In-Service Training.

1. The Human Resources Department will conduct periodic in-service training consisting of employment practices and issues for Department Heads, manager, supervisors, and elected officials. The County Services Committee and EOC shall assist and give input to the Human Resources Department in developing appropriate in-service training.

C. New Employee Orientation.

1. During the first week of their employment, all new employees must attend an orientation session at the Human Resources Department office, which will include, among other things, receiving a copy of this Plan.

D. Compensation.

1. All County positions have salary ranges established by the Human Resources Department and approved by the Board of Commissioners. These salary ranges are on file at the Human Resources Department office. Persons hired begin at the starting salary as determined by the appropriate collective bargaining agreement in affect for the new hire.

2. Since 1973, positions within the County are classified according to systems adopted by various collective bargaining units and approved by the Board of Commissioners.

VI. ENFORCEMENT OF THIS PLAN

A. Filing a Complaint.

1. Applicants. If an applicant for employment believes that they have not been treated fairly, or have been discriminated against in any way, in the hiring process by any segment of the Ingham County Government, they have the right to contact the Human Resources Department or the EOC about such treatment. Any such complaints must be in writing and signed by the claimant. The complaint must contain at least a current telephone number and/or address that will allow the Human Resources Department or the EOC to contact the claimant. Any complaints received by the EOC will be referred to the Human Resources Department for review and investigation. The Human Resources Department will report to the EOC the status of any complaints. Complaints brought directly to the HR Director will be reported to the EOC. Any complaints against the HR Director will be referred to the County Controller. The County Controller will also keep the EOC informed of the status of any complaints handled by that
department. This Plan does not preclude any other legal rights available to any claimant.

2. Current Employees. All County collective bargaining agreements prohibit discrimination and have appropriate grievance procedures to process a complaint. However, every County employee can also avail themselves of the complaint procedure outlined thereafter. This Plan does not abrogate any other legal rights available to any claimant.

B. Complaint Procedural Steps.

1. A representative of the Human Resources Department will contact the claimant as soon as reasonably possible after receipt of the complaint to ascertain and establish the facts of the complaint. All such contact between the Human Resources Department will be kept as confidential for as long as practicable. All investigations will be made in a timely manner. The representative of the Human Resources Department will submit a report to the EOC.

C. Corrective Action.

1. Where there are demonstrated concerns regarding compliance with this Plan, the Board of Commissioners may, through the County Services Committee or the Human Resources Department, where appropriate and as provided by law, take the following action or actions including but not limited to:

   i. Direct the appropriate Department Head, manager, and/or employee(s) to address the facts of the complaint in person at a County Services Committee meeting.

   ii. Impose or extend a hiring delay.

   iii. Require the Human Resources Department to participate in the final interview and hiring process of the employment vacancy complained of. Additionally, the County Services Committee may designate one of its members or authorize an EOC member to be present.

   iv. Have final approval of the hiring decision.

   v. Discipline those Department Heads, managers, and/or employees who violate state, federal, or local discrimination laws or ordinances. Such discipline, where appropriate, may include termination of employment.

D. Reprisal or Retaliation.

1. The County will not permit or tolerate any form of reprisal or retaliation against a County employee or applicant reporting any legitimate incident prohibited by this
Plan. Any County employee doing so will be subject to corrective action, up to and including, termination, as determined by the County in accordance with the appropriate collective bargaining agreement, if any.

VII. SEXUAL HARASSMENT

A. The County regards sexual harassment as a very serious matter and prohibits it in the workplace by any person and in any form. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when any of these three criteria are met:

1. Submission to such conduct is made, either explicitly or implicitly, a term or condition of the individual's employment.

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

B. The following are examples of prohibited conduct. This list is only for illustrative purposes, and is not intended to be a complete list of prohibited conduct:

1. Demanding sexual favors in exchange for favorable hiring, reviews, assignments, promotions, continued employment or promises of the same.

2. Continued or repeated sexual jokes, language, epithets, flirtation, advances, innuendo, or propositions.

3. Verbal communication of a sexual nature.

4. Graphic verbal commentary about an individual's body, sexual prowess, or sexual deficiencies.

5. Sexually degrading or vulgar words to describe an individual.

6. Leering, whistling, touching, pinching, brushing the body, assault, coerced sexual acts or suggestive, insulting, or obscene comments or gestures.

7. The display in the workplace of sexually suggestive objects, pictures, graffiti, posters, or cartoons.

8. Name calling, relating stories, gossip, comments, or jokes that may be derogatory toward a particular sex, sexual orientation, gender identity, or gender expression.
9. Retaliation against associates for complaining about prohibited conduct.

10. Asking questions about sexual conduct, sexual orientation, gender identity, or gender expression.

11. Making or threatening reprisals after a negative response to prohibited conduct.

12. Physical harassment including assaulting a person, impeding or blocking movement, gestures, or any physical interference with normal work or movements.

C. Sexual Harassment Away From Work.

1. The prohibition of sexual harassment is not limited to unwanted conduct in the workplace and may include conduct outside the work environment.

D. Reporting Sexual Harassment

1. Any County employee who believes he or she has been subjected to sexual harassment shall report the alleged misconduct as soon as possible to their Department Head. The Department Head shall immediately investigate the complaint and try to resolve the complaint. The Department Head shall notify the HR Director or designee of the complaint and resolution, if any resolution is reached. If the matter is not resolved by the Department Head, the process set forth in Section VII(D)(2) of this Plan shall be utilized. If the complaint is against the claimant’s Department Head, the process set forth in Section VII(D)(2) of this Plan shall be utilized.

2. Any County employee or applicant for County employment who believes he or she has been subjected to sexual harassment should report the alleged misconduct as soon as practicable to the HR Director or designee. Any complaints against the HR Director will be referred to the County Controller. The HR Director or designee or the County Controller shall immediately investigate the complaint and try to resolve the complaint in accordance with Section VII(E) of this Plan. Although the complaint does not have to be in writing initially, the HR Director or designee or the County Controller may require that the facts of the complaint be memorialized in writing and signed by the claimant. Any such complaint provided to anyone associated with the Human Resources Department will be provided as soon as practicable to the HR Director or designee or the County Controller. The claimant must provide at least a current telephone number and address that will allow the HR Director or designee or the County Controller to contact the claimant.

3. This sexual harassment policy shall only apply to those complaints of sexual harassment against a currently-employed County employee at the time of the complaint. The same procedure will be used for complaints against all
employees, regardless of an employee's status as a Department Head or a supervisor.

4. If a current County employee or applicant for County employment is unsure of the nature of the alleged harassment, they should contact the Human Resources Department.

E. Investigation of Sexual Harassment Complaints by the HR Director or Designee.

1. Any complaint shall be discreetly investigated as promptly as is practicable. The HR Director or designee or the County Controller may request to discuss the facts of the complaint with the respondent party, any other County employee, or any other persons that may have relevant information about the complaint. The process of any such interview will be left strictly to the discretion of the HR Director or designee or the County Controller.

2. Upon completion of the investigation by the HR Director or designee or the County Controller, the findings will be provided to the appropriate party to take appropriate actions, which may include, but are not limited to, counseling, reprimand, suspension, or dismissal of the County employee engaging in such conduct, made in accordance with the appropriate collective bargaining agreement or employment plan then in effect. The appropriate party is based on the following criteria:

   i. If the complaint was against a County employee, then the finding will be provided to the employee's Department Head or the HR Director, when applicable.

   ii. If the complaint was against a Department Head reporting directly to the County Controller, then the findings will be provided to the County Controller.

   iii. If the complaint was against a Department Head appointed by the Board of Commissioners, the findings will be provided to the County Services Committee.

   iv. If the complaint was against an elected official, the findings will be provided to the County Services Committee, who will respond in whatever manner it determines appropriate.

3. The Equal Opportunity Committee shall be informed on an ongoing basis of all sexual harassment investigations.

F. Reprisal or Retaliation.
1. The County will not permit or tolerate any form of reprisal or retaliation against a County employee or applicant reporting any legitimate incident prohibited by this Plan. Any County employee doing so will be subject to corrective action, up to and including, termination, as determined by the County in accordance with the appropriate collective bargaining agreement, if any.

G. Non-Employment Related Sexual Harassment.

1. This prohibition of sexual harassment applies to any County employee against anyone the County serves in its various capacities as the government of Ingham County.

H. Confidentiality.

1. Any complaint filed, including all information and documents pertaining to the complaint, shall remain confidential to the extent possible.

VIII. PURCHASING AND CONTRACTING

A. It is the policy of the County that all vendors who provide goods and services to the County will, as a condition or providing such goods and services, adhere to all Federal, State, and Local laws, ordinances, rules, regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment by such vendor. These laws, ordinances, rules, regulations, and policies include, but are not limited to, the following:

1. The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended and as implemented by rules and regulations promulgated thereunder.

2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended and as implemented by rules and regulations promulgated thereunder.


5. Title 7 of the Civil Rights Act of 1964, as amended and as implemented by rules and regulations promulgated thereunder.

B. All vendors shall, as a condition of providing goods and services to the County and as required by all applicable laws and by this Plan, not discriminate against persons to be served or an employee or applicant of any such vendor with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to
employment because of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, height, weight, marital status, age, genetic information, or political affiliation, except where age, sex or lack of disability constitutes a bona fide occupational qualification.

C. All vendors shall, as a condition of providing goods and services to the County and as required by all applicable laws and by this Plan, shall inform the Board of Commissioners or its designee and the Chairperson of the EOC of all complaints and violations of conduct prohibited under this Plan, including complaints and violations of the laws set forth in Section VIII(A) of this Plan, made by any employee of the vendor as soon as practicable, but in no instance later than 30 days from the date the vendor first becomes aware of the complaint or violation. The EOC may investigate any complaint against a vendor in the same manner as if the vendor’s employee that made the complaint was an employee of the County.

D. All vendors shall, as a condition of providing goods and services to the County and as required by all applicable laws and by this Plan, agree to allow the vendor’s employees to file a complaint under this Plan in the same manner as if the vendor’s employee was an employee of the County. All vendors further agree that they will not retaliate in any way against an employee who files a complaint under this Plan.

E. The Board of Commissioners may pass resolutions from time to time dealing with County purchasing and contracting, such as the resolution dated December 10, 2002, that may alter vendors’ and potential vendors’ obligations under this Plan when providing goods and services to the County.
TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 9/05/2018

SUBJECT: Resolution – DarkTrace Renewal

BACKGROUND
Resolution #16-390 approved a contract with DarkTrace for a cybersecurity appliance that was inspired by the self-learning intelligence of the human immune system. This new approach is delivered by cutting-edge technology that is capable of learning ‘self’ within an organization in real time – enabling it to detect emerging threats that bypass other security controls. This self-learning process makes it unique among the various cybersecurity devices and software out in the marketplace. ITD has been very happy with this tool and it has been instrumental in alerting and monitoring our network for issues. Our current contract expires on October 1st, 2018.

ALTERNATIVES
We could stop using this product entirely – not advisable, or look to other vendors – also inadvisable as the other vendors rely on a library of known threats, so their threat-detection capability is limited by the completeness and accuracy of the information in their library. Rather than relying on a static library of known threats, this tool learns the behavior of our network and then provides alerting on any activity that appears to be abnormal. This allows the system to provide highly accurate data and identify potential threats rapidly.

FINANCIAL IMPACT
The funding for the $120,000.00 total for the appliance and 4 years of service is budgeted and will come from the County’s Innovation and Technology Department’s Network Maintenance Fund #636-25810-932030.

OTHER CONSIDERATIONS
This is the tool that allowed us to know for a certainty key details about the cybersecurity incident in 2017.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the renewal of our contract with DarkTrace for $120,000.00 for 48 months.
Introduces by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE RENEWAL OF DARKTRACE

WHEREAS, Ingham County needs protect our data and our network from cyber threats; and

WHEREAS, Darktrace has been a valuable tool as it identifies indicators of potential compromise, alerting staff to take the appropriate actions to mitigate the perceived threats; and

WHEREAS, our current contract expires on October 1st, 2018; and

WHEREAS, the renewal price of said appliance and service is currently budgeted and will be $30,000.00 per year for 4 years.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of Darktrace in the amount not to exceed $120,000.00.

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

BE IT FURTHER RESOLVED, that the Controller/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, County Services, & Finance Committees
FROM: Deb Fett, CIO
DATE: 9/04/2018
SUBJECT: Additional Licenses for Microsoft software through CDWG

BACKGROUND
Ingham County changed over to a Microsoft Enterprise Agreement (EA) in 2014 in order to better manage our licensing costs, ensure that we are legally compliant, and be able to use the most current software available. (Resolution 14-025) The EA benefits include extras like online training, employee home use, and support incidents at no additional cost. Microsoft does this to ensure that we get the most out of our partnership. This current agreement expires on January 31st, 2020.

As part of the agreement, Microsoft does a periodic audit and review of our licensing position. The result of that assessment has shown that we will need to increase a few of our license counts in order to remain legal moving forward. These deficiencies are due to a misunderstanding of the licensing method of the configuration software from our original purchase with a different vendor, an increased usage of applications on servers, as well as the overlap of installation time in replacing computers during refresh cycles.

One important benefit of this increase in Microsoft licenses is that it will address our imminent need for additional licenses for the new Public Defender department. This purchase is a one-time perpetual license purchase of the current version that Ingham County will own permanently.

ALTERNATIVES
None.

FINANCIAL IMPACT
The funding for the $142,262.09 cost is covered by the 2018 budget and will come from the County’s Network Software Fund #636-25810-932033. CDWG has been awarded the State of Michigan’s MCT contract and therefore has quoted this renewal under the State of Michigan MiDeal contract to provide the County with the highest discount possible.

OTHER CONSIDERATIONS
Ingham County is heavily reliant on Microsoft servers and applications for our daily work. It is critical that we keep these systems up to date and operating effectively.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution for additional Microsoft licenses through CDWG in the amount of $142,262.09.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF ADDITIONAL MICROSOFT SOFTWARE LICENSES THROUGH CDWG

WHEREAS, Ingham County currently utilizes Microsoft products for our workstation, server, email, and office productivity applications; and

WHEREAS, ITD has worked with Microsoft to assess and review Ingham County licensing to ensure that the County is legally compliant; and

WHEREAS, there is a need to increase our license count in order to remain legal and address impending software needs under our current licensing agreement that will expire on January 31st, 2020 unless renewed; and

WHEREAS, CDWG has been awarded the co-operatively bid contract with the State of Michigan that provides the best pricing available to Ingham County and is the vendor of choice for providing the Microsoft Enterprise Agreement.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of additional Microsoft licenses from CDWG in the amount of $142,262.09.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology’s Network Software Fund (636-25810-932033).

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, County Services, & Finance Committees  
FROM: Deb Fett, CIO  
DATE: 9/04/2018  
SUBJECT: Network Access Control Software Implementation Purchase

BACKGROUND  
Best practices in cybersecurity include a provision to ensure that only approved devices are allowed onto the trusted network. One way to do this is with Network Access Control (NAC). Wikipedia defines Network Access Control this way:

When a computer connects to a computer network, it is not permitted to access anything unless it complies with an IT defined policy; including anti-virus protection level, system update level and configuration. While the computer is being checked by a pre-installed software agent, it can only access resources that can remediate (resolve or update) any issues. Once the policy is met, the computer is able to access network resources and the Internet, within the policies defined within the NAC system. NAC is mainly used for endpoint health checks, but it is often tied to Role-based Access. Access to the network will be given according to the profile of the person and the results of a posture/health check. For example, in an enterprise the HR department could access only HR department files if both the role and the endpoint meets anti-virus minimums.

ITD has done extensive research and has chosen a NAC solution that will address both of those scenarios. This solution provides next generation secure access, is from a global network infrastructure vendor, and is a Gartner leader in this area. This solution will also assess vulnerabilities and apply threat intelligence. One key benefit is that it can also contain a suspicious device for IT remediation, helping to prevent widespread infections.

ALTERNATIVES  
Sentinel Technologies is a participant of the WSCA-NASPO Cooperative Purchasing Organization so no other quotes were sought.

FINANCIAL IMPACT  
The funding for the $26,928.00 for product implementation is budgeted and will come from the County’s Innovation and Technology Department’s Network Software Fund #636-25810-932033.

OTHER CONSIDERATIONS  
WSCA-NASPO Master Agreement number AR233, Contract Number 071B4300133.

RECOMMENDATION  
Based on the information presented, I respectfully recommend approval of the contract for Sentinel Technologies for the NAC product implementation in the amount of $26,928.00.
Agenda Item 12c

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE CONTRACT FOR
NETWORK ACCESS CONTROL IMPLEMENTATION

WHEREAS, best practices in cybersecurity include a provision to ensure that only approved devices are allowed onto the trusted network; and

WHEREAS, ITD has done extensive research and has chosen a solution that provides next generation secure access, and is from a global network infrastructure vendor; and

WHEREAS, Sentinel Technologies is a participant of the WSCA-NASPO Cooperative Purchasing Organization that provides competitively bid pricing to Ingham County; and

WHEREAS, the implementation project contract amount proposed by Sentinel Technologies is $26,928.00 and is in the 2018 budget.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the contract for support from Sentinel Technologies in the amount not to exceed $28,000.00.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology’s Network Software Fund (636-25810-932033).

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, County Services, & Finance Committees

FROM: Deb Fett, CIO

DATE: 9/04/2018

SUBJECT: Network Redesign Project Contracts

BACKGROUND
After the incident in May of 2017, ITD put into the 2018 budget a request for a large network redesign project. It is to be accomplished in 3 phases across several years. This is the first request for the 2018 phase. After extensive research and conversations with other governmental agencies and various vendors, ITD has started our network redesign with some core infrastructure changes. This solution provides next generation infrastructure capabilities to segregate our network traffic into more secure access, is from a global network infrastructure vendor, and is a Gartner leader in this area.

ITD has chosen Sentinel Technologies as our vendor as we have worked with them on various other projects and are very pleased with their service and support so far. Their knowledge of our network and standards will allow us faster implementation. As they are on the WSCA contract as listed below means that their pricing has been competitively bid already for us.

ALTERNATIVES
Sentinel Technologies is a participant of the WSCA-NASPO Cooperative Purchasing Organization so no other quotes were sought.

FINANCIAL IMPACT
The funding for the $335,829.00 for hardware, software and maintenance is budgeted and will come from the County’s Innovation and Technology Department’s Network Hardware Fund #636-25810-932032. The funding for the $65,301.00 for implementation services is budgeted and will come from the County’s Innovation and Technology Department’s Network Consulting Fund #636-25810-802000.

OTHER CONSIDERATIONS
WSCA-NASPO Master Agreement number AR233, Contract Number 071B4300133.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the contracts for Sentinel Technologies for the Network Redesign Project in the amount not to exceed $405,000.00 which includes a small contingency buffer.
WHEREAS, Ingham County has budgeted and initiated a large scale network redesign project in order to better withstand cyber incidents; and

WHEREAS, ITD has done extensive research and has chosen a solution that provides next generation infrastructure capabilities to segregate our network traffic into more secure access, is from a global network infrastructure vendor, and is a Gartner leader in this area; and

WHEREAS, Sentinel Technologies has been a valued vendor so far and is a participant of the WSCA-NASPO Cooperative Purchasing Organization that provides competitively bid pricing to Ingham County; and

WHEREAS, the total project contract amount proposed by Sentinel Technologies is $401,130.00 and is in the 2018 budget.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the contract for support from Sentinel Technologies in the amount not to exceed $405,000.00.

BE IT FURTHER RESOLVED, the funding for the $335,829.00 for hardware, software and maintenance will be paid from the County’s Innovation and Technology Department’s Network Hardware Fund (636-25810-932032). The funding for the $65,301.00 for implementation services will be paid from the County’s Innovation and Technology Department’s Network Consulting Fund (636-25810-802000).

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 County Services & Finance Committees
FROM: Deb Fett, Chief Information Officer
DATE: September 4, 2018
SUBJECT: County Wi-Fi network assessment

BACKGROUND
Ingham County maintains a wireless computer network that is available for public use as well as internal, private, services. As wireless technology has improved, the County’s wireless network has begun showing its age and is in need of a refresh to improve reliability, to utilize modern methods of connectivity, and to enhance security. The initial step in the refresh process is to do an assessment of the existing network. This assessment will help us be most efficient when the time comes to purchase wireless hardware and licenses. The assessment will designate access point placement and sizing to provide the best coverage throughout County buildings and offer the most value for our money spent. Several County departments use the wireless network for their daily activities and improving coverage and reliability is a frequent request.

ALTERNATIVES
Three vendors provided quotations for this project with the lowest being Sentinel Technologies, Inc. The three prices are as follows:

Sentinel Technologies, Inc. - $24,480.00
Logicalis - $26,364.32
CDW Government - $40,367

FINANCIAL IMPACT
In planning for this need, the Innovation and Technology department requested and was granted funds for this project in the annual budget. The funding for this support renewal will come from the County’s Innovation and Technology Department’s Network Maintenance - Hardware fund #636-25810-932032.

OTHER CONSIDERATIONS
Pricing from the recommended vendor is off the competitively bid WSCA-NASPO Cooperative Purchasing Organization, Master Agreement Number: AR233, Contract Number: 071B4300133

RECOMMENDATION
Based on the information presented, I respectfully recommend approval to enter into an agreement with Sentinel Technologies, Inc. to perform a wireless site survey in the amount of $24,480.00.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF A WIRELESS SITE SURVEY FROM SENTINEL TECHNOLOGIES, INC.

WHEREAS, Ingham County currently provides a secure wireless network for both public and private use; and

WHEREAS, in order to remain secure and reliable, the existing wireless network is in need of a hardware refresh; and

WHEREAS, a wireless site survey is needed to effectively plan for a wireless hardware refresh; and

WHEREAS, this site survey has been planned for and budgeted and will provide the necessary information needed to refresh the existing County wireless network in a secure, reliable manner.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of a wireless site survey from Sentinel Technologies, Inc. in the amount of $24,480.00.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology’s Network Maintenance - Hardware fund (636-25810-932032).

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: Ingham County Board of Commissioners  
FROM: Tom Gamez, Director of Operations, ICRD  
DATE: September 4, 2018  
SUBJECT: Truck hoist replacement parts, Stainless steel plungers and bushings

BACKGROUND
The purpose of this correspondence is to support attached resolution and memo of performance, to purchase the required replacement parts for two in-ground truck hoists at the ICRD. These fabricated stainless steel replacement parts are needed to meet the State of Michigan annual hoist inspection and certification from the general industry safety standards, part 72.

The two hoists are rated to lift 80,000 pounds each and are a very important and safety sensitive part of our maintenance operations of our fleet of equipment. The current hoists receive yearly safety inspections and it has been determined that plungers and bushings have become too worn and rusty to pass the required inspection for 2018.

These hoists are 17 years old and should last another 17 years or more, with the proper maintenance and yearly inspections.

ALTERNATIVES
The hoists plungers and bushing have become worn and rusty. The ICRD is concerned about the integrity of these hoist parts. To delay this repair, could result in damage to the equipment or the building. There are no alternative options for repairing these hoists, other than to install new hoists at a cost of $80,000 each.

FINANCIAL IMPACT
The ICRD received quotes from qualified and experienced vendors for the purpose of fabricating new stain steel replacement parts that meets or exceeds the current Federal and State safety codes.

There were very limit sources to seek quote from, due to the custom fabricating required for these hoist parts. The lowest qualified bid was $12,400 for each hoist repair, with a total cost of $24,800.00 to fabricate, 4 new stainless steel plungers and bushing as specified by the ICRD, from H&H Welding & Repair 700 Acme Drive Mason, Michigan 48854.

OTHER CONSIDRATIONS
These two hoists were made by Ford Smith Hoist Company and were installed in 2001. The Ford Smith Hoist Company went out of business in 2004 and factory parts are no longer available. The Purchasing Dept. and the Road Dept. performed a nationwide search trying to find the correct aftermarket replacement parts, but no aftermarket parts were available.
The ICRD made contact with SVI Inc. base out of the northern Illinois. SVI provided a rough estimate of $4,805.77 for each hoist, but these hoists would not be made out of Stainless steel as requested by the ICRD. SVI Inc. would not provide an official quote unless we delivered the used parts for their review. This would require an ICRD employee to drive to SVI Inc. in northern Chicago, this is 6 hours in each direction to seek a quote and then return a second or third time to drop off and pick up the new parts if approved by the Purchasing Dept. We did inquire about shipping cost but it appears the option of shipping our used parts to northern Illinois and the cost of returning parts from Chicago would cost about $1300 in each direction for shipping, each set of plungers and bushings.

It was determined that the cost involved with delivering and purchase new plungers and bushing from SVI Inc. of Illinois would exceed the cost of a local vendors quote by several thousands of dollars and would not be made with the superior stainless steel product, as requested by the ICRD. This did not appear to be advantageous for the ICRD base on the unknown cost involved and the finished product would not meet the specifications of Stainless steel.

The ICRD did receive a quote from one local vendor, H&H Welding & Repair in Mason, Michigan. The ICRD has worked with this local vendor on previous projects and has received quality materials and parts. All special order parts from H&H Welding & Repair have been provided in a professional manner with no negative history.

**RECOMMENDATIONS**

It is our recommendation to build these parts with stainless steel to avoid any future concerns with rust or strength of the steel; these new parts will exceed the strength of the original parts and exceed the current safety codes.

Bids from qualified and experienced vendors for the purpose of fabricating new Stainless steel plungers and bushing, were solicited and evaluated by the Ingham County Purchasing Department and it is their recommendation, with the concurrence of the ICRD, to award this to a local bidder, H&H Welding & Repair 700 Acme Drive Mason, Michigan 48854.

Therefore, approval to purchase 4 new stainless steel plungers and bushings from H&H Welding, Mason Michigan is requested, for repairing the two ICRD truck hoists. The total cost of these parts will be $24,800.
TO: Tom Gamez, Director of Operations ICRD
FROM: James Hudgins, Director of Purchasing
DATE: August 7, 2018
RE: Memorandum of performance for Packet #195-18: Re-build an in-ground vehicle hoist.

The Purchasing Department sought proposals from experienced and qualified vendors to provide parts and labor to rebuild an in-ground hoist.

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Local Preference</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trick Titanium</td>
<td>Yes, Holt</td>
<td>No Bid</td>
</tr>
<tr>
<td>Bannasch Welding, Inc.</td>
<td>Yes, Lansing</td>
<td>No Bid</td>
</tr>
<tr>
<td>SVI International Inc.</td>
<td>No, Chicago, IL</td>
<td>$4,806.77</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Estimate Only)</td>
</tr>
<tr>
<td>H &amp; H Welding &amp; Repair</td>
<td>Yes, Mason</td>
<td>$12,400.00</td>
</tr>
</tbody>
</table>

2 VENDORS NOT PROVIDING QUOTE
Bannasch Welding, Inc. a local vendor, Lansing MI. Reason: Unable to match the size of tubing required for the in-ground hoist cylinder.

Trick Titanium a local vendor, Holt MI. Reason: Unable to manufacture the materials required for the in-ground hoist cylinder.

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

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

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF TRUCK HOIST REPAIR PARTS

WHEREAS, the Ingham County Road Department (ICRD) has 2 in-ground truck hoist in need of custom made stainless steel replacement parts. These fabricated stainless steel replacement parts are required to meet the State of Michigan annual hoist inspection and certification from the general industry safety standards, part 72; and

WHEREAS, the ICRD’s 2018 adopted budget includes controllable expenditures and funds for this and other related building and grounds purchases; and

WHEREAS, the Purchasing Department solicited quotes for fabricating these stainless steel replacement parts from multiple hoist suppliers and fabrication shops; and

WHEREAS, it is the recommendation of the Ingham County Purchasing Department and with the concurrence of the ICRD, to award the bid to a local vendor, that is the only bidder that could meet the specifications required, H&H Welding & Repair 700 Acme Drive Mason, Michigan 48854.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the lowest qualified bid of $12,400 for each hoist, with a total cost of $24,800.00, and authorizes an agreement with H&H Welding & Repair 700 Acme Drive Mason, Michigan 48854. To fabricate, 4 new stainless steel plungers and bushing as specified by the ICRD.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes 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 and Finance Committee
FROM: Sue Graham, Human Resources Director
DATE: September 11, 2018
SUBJECT: Resolution to Authorize a Contract for Job Recruitment Services For the Meeting Agendas of September 18 and September 19

BACKGROUND
The incumbent Financial Services Director is scheduled to retire in November after 10 years of dedicated service to Ingham County. This key central services position is responsible for oversight of accounting functions, payables, payroll, grant and insurance reporting. The Director recommends related policies and is responsible for preparation of County financial statements and various financial analysis projects.

A thorough months-long search to find qualified candidates for the Financial Services Director position was not successful. Two rounds of recruitment and candidate interviews yielded just one qualified individual who declined an employment offer stating, “now is not the best time to leave my current position.” Having exhausted internal capabilities for attracting qualified candidates, assistance of a professional recruiting firm is warranted.

ALTERNATIVES
The Board of Commissioners may elect to approve an agreement to engage the services of a professional recruiting firm, or direct that the Human Resources Department repeat the candidate search process.

FINANCIAL IMPACT
Trillium Staffing Solutions of East Lansing provided the most responsive proposal at a total cost equivalent to 15% of first year salary ($12,475.64 - $14,974.38).

OTHER CONSIDERATIONS
Final costs will depend on the salary offered to the chosen candidate. The maximum Step 5 salary for the position would result in a total cost of $14,974.38.

STRATEGIC PLAN CONSIDERATIONS
Approval of a contract for job recruitment services is consistent with the Human Resources and Staffing strategy to attract and retain employees who value public service.

RECOMMENDATION
I respectfully recommend support of the attached Resolution to authorize a contract for job recruitment services.
Agenda Item 14

TO: Sue Graham, Human Resources Director
FROM: James Hudgins, Director of Purchasing
DATE: August 2, 2018
RE: Memorandum of Performance for RFP No. 169-18: Professional Job Recruiting Services

The Purchasing Department sought proposals from qualified and experienced recruiting firms to assist the Controller/Administrator’s Office and Human Resources Department in their search efforts for the selection of a Financial Services Director. Added to the scope of work was seeking recruiting assistance with two accounting positions, one that is currently vacant and the other one to be vacated in October 2018.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>16</td>
<td>5</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>7</td>
<td>1</td>
</tr>
</tbody>
</table>

A summary of the vendors’ costs is on the following page.

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

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

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

Cc: Timothy Dolehanty, Controller/Administrator
## Summary of the Vendors’ Costs

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Preference</th>
<th>Financial Services Director Position</th>
<th>Additional Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trillium Staffing Solutions</td>
<td>Yes, East Lansing, MI</td>
<td>15% of first year salary ($14,974.38)</td>
<td>None noted</td>
</tr>
<tr>
<td>EG, Employment Group</td>
<td>No, Battle Creek MI</td>
<td>20% of first year salary ($19,965.84)</td>
<td>See proposal for additional fees</td>
</tr>
<tr>
<td>Anker Elektra LLC</td>
<td>No, Royal Oak, MI</td>
<td>25% of initial annual base salary of selected candidate ($24,957.30), minimum $22,000.00</td>
<td>See proposal for additional fees</td>
</tr>
<tr>
<td>Mercer Group</td>
<td>No, Louisburg, NC</td>
<td>$18,900.00 (maximum fee &amp; expenses)</td>
<td>See proposal for additional fees</td>
</tr>
<tr>
<td>Rehmann</td>
<td>No, Grand Rapids, MI</td>
<td>$16,000.00 - $24,000.00 based on compensation, not to exceed $24,000.00 (with current scope)</td>
<td>See proposal for additional fees</td>
</tr>
<tr>
<td>Strategic Government Resources</td>
<td>No, Keller, TX</td>
<td>$28,000.00 All-inclusive, Not to exceed maximum price.</td>
<td>See proposal for supplemental service costs</td>
</tr>
<tr>
<td>Springsted Inc.</td>
<td>No, St. Paul, MN</td>
<td>$24,500.00 All-inclusive fee</td>
<td>See proposal for additional fees</td>
</tr>
</tbody>
</table>

## Function Summary

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>16</td>
<td>5</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>7</td>
<td>1</td>
</tr>
</tbody>
</table>
WHEREAS, the incumbent Financial Services Director will soon retire after 10 years of dedicated service to Ingham County; and

WHEREAS, this key central services position is responsible for oversight of accounting functions, payables, payroll, grant and insurance reporting for the County; and

WHEREAS, a thorough months-long search to find qualified candidates for the Financial Services Director position was not successful; and

WHEREAS, having exhausted internal capabilities for attracting qualified candidates, assistance of a professional recruiting firm is warranted.

THEREFORE BE IT RESOLVED, that the Board of Commissioners does hereby authorize execution of an agreement with Trillium Staffing Solutions to perform job recruitment services for the Financial Services Director position in an amount not to exceed $14,974.38.

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: Law & Courts, County Services, and Finance Committees

FROM: Teri Morton, Deputy Controller

DATE: September 5, 2018

SUBJECT: Resolution to Proceed with Plans for Constructing, Equipping, and Financing a New Combined Justice Complex Facility

For the meeting agendas of September 13, 18 and 19

BACKGROUND
This resolution would authorize the Ingham County Building Authority to proceed with the constructing, equipping, and financing a new combined justice complex, which would replace the existing jail, Sheriff’s Office, and courtrooms located in Mason. The cost is based on the preliminary plans and cost estimates provided to the Law & Courts Committee on April 12, 2018 and to the Finance Committee on April 18, 2018.

ALTERNATIVES
This follows the customary practice of using the Ingham County Building Authority for this type of significant building project.

FINANCIAL IMPACT
The projected cost of construction, equipment, and financing plus fees, is not to exceed $101.67 million for this new Combined Justice Complex Facility. Funds will come from the recently approved Justice Millage

The Justice Millage approved up to .85/100 (0.85) of one (1) mill, $0.85 per thousand dollars of state taxable valuation, for a period of twenty (20) years (2018-2037). The first year of millage is estimated to raise $6,207,147.

The project cost is estimated as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Portion</td>
<td>$36,988,611</td>
</tr>
<tr>
<td>Sheriff Administrative Offices</td>
<td>$15,677,549</td>
</tr>
<tr>
<td>55th District Court</td>
<td>$8,810,585</td>
</tr>
<tr>
<td>Site Development</td>
<td>$6,229,546</td>
</tr>
<tr>
<td>Mason Circuit Court Courtroom &amp; Offices</td>
<td>$2,402,886</td>
</tr>
<tr>
<td><strong>Project Subtotal</strong></td>
<td><strong>$70,109,177</strong></td>
</tr>
<tr>
<td>Estimated Bond Financing Costs</td>
<td>$605,000</td>
</tr>
<tr>
<td>Estimated Interest Costs</td>
<td>$30,959,101</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$101,673,278</strong></td>
</tr>
</tbody>
</table>

Annual debt service payments are estimated to be $5.1 million, at 3.75% interest over 20 years.
OTHER CONSIDERATIONS
It should also be noted that this resolution would authorize the Ingham County Building Authority to engage an owner’s representative for this project. An owner's representative is a third party company hired by the owner and acts as an extension of staff managing the day-to-day operations of a project. The owner's representative will work with all project team members, tracking issues and facilitating and expediting solutions. Because this is such a large and complex facility, having an owner’s representative will be vital to the success of the project. As part of this millage, the Board of Commissioners has dedicated $1 million annually to programming for the treatment of substance addictions, treatment of mental illness, and reduction of re-incarceration among arrested persons.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution.
INTRODUCED BY THE LAW & COURTS, COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PROCEED WITH PLANS FOR CONSTRUCTING, EQUIPPING AND FINANCING A NEW COMBINED JUSTICE COMPLEX FACILITY

WHEREAS, on August 7 the electorate of Ingham County approved the Justice Millage; and

WHEREAS, Redstone Architects, Inc. developed a preliminary design including estimated costs in 2016, and updated these costs estimates in April of 2018, including updated square footage estimates; and

WHEREAS, the new Justice Complex will replace the existing facilities and will be safer for the public, staff and inmates, and allow for more efficient operations.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Building Authority to proceed with the constructing, equipping, and financing of a new county justice complex which would replace the existing facility based on the preliminary plans and cost estimates provided to the Law & Courts Committee on April 12, 2018 and to the Finance Committee on April 18, 2018.

BE IT FURTHER RESOLVED, that the projected cost of construction, equipment, financing plus fees and borrowing costs, is not to exceed a total project cost of $101,673,278.

BE IT FURTHER RESOLVED, that due to the size and complexity of this facility, the Ingham County Building Authority is authorized to engage an owner’s representative for this project.

BE IT FURTHER RESOLVED, that any and all costs incurred by the County and the Ingham County Building Authority with respect to this project shall be reimbursed by the Justice Millage.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary documents consistent with this resolution and upon approval as to form by the County Attorney.
SANILAC COUNTY
RESOLUTION
OPPOSE SENATE BILL 1031
UTILITY PERSONAL PROPERTY TAX EXEMPTION

WHEREAS, Senate Bill (SB) 1031 seeks to amend the General Property Tax Act to exempt qualified utility personal property from the collection of taxes under the Act; and

WHEREAS, “Qualified utility personal property” under the Act would include both the following utility personal property: electric transmission and distribution systems, substation equipment, sparc parts, gas distribution systems, water transmission and distribution systems, gas storage equipment, and transmission lines of gas or oil transporting companies; that was initially installed in the State after December 31, 2017; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, will impose a financial burden on Sanilac County, as it will not only reduce personal property tax revenues in 2019, but every year thereafter those annual losses will continue to increase; and

WHEREAS, SB 1031, if exempting all existing eligible utility personal property, would have a revenue loss of $76.6 million in State Education Tax revenue to the School Aid Fund and a revenue loss of $576.3 million to local units of government.

WHEREAS, SB 1031 was reported favorably by the Senate Committee on Finance without amendment for immediate effect to the Committee of the Whole on June 6, 2018;

NOW, THEREFORE BE IT RESOLVED that Sanilac County opposes SB 1031.

BE IF FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, State Representative 83rd District Shane Hernandez, State Senator 31st District Phil Pavlov, Governor Richard Snyder and the Michigan Township Association.

Daniel Dean, Chairman
VAN BUREN COUNTY BOARD OF COMMISSIONERS

RESOLUTION □ MOTION □ REPORT OF ADMINISTRATIVE AFFAIRS COMMITTEE

HONORABLE BOARD OF COMMISSIONERS:

WHEREAS, Senate Bill (SB) 1031 seeks to amend the General Property Tax Act to exempt qualified utility personal property from the collection of taxes under the Act, and;

WHEREAS, "Qualified utility personal property" under the Act would include both of the following utility personal property: electric transmission and distribution systems, substation equipment, spare parts, gas distribution systems, water transmission and distribution systems, gas storage equipment, and transmission lines of gas or oil transporting companies; that was initially installed in the State after December 31, 2017, and;

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, will impose a financial burden on Van Buren County and its local units, as it will not only reduce personal property tax revenues in 2019, but every year thereafter those annual losses will continue to increase, and;

WHEREAS, SB 1031 was reported favorably by the Senate Committee on Finance without amendment for immediate effect to the Committee of the Whole on July 24, 2018.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Van Buren County Board of Commissioners hereby opposes SB 1031.

BE IT FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, Michigan House Representatives Pagel and LaSata, Senator John Procs, Governor Rick Snyder, the Michigan Townships Association, the Michigan Municipal League, and the Michigan Association of Counties.

Signed: [Signatures]

Date: August 14, 2018

FOR CLERK'S USE ONLY

MOTION BY: Freestone
SECONDED BY: Schen real

CARRIED □
NOT CARRIED □
TUSCOLA COUNTY
BOARD OF COMMISSIONERS

RESOLUTION OPPOSING SENATE BILL 1031, A bill to amend 1893 PA 206, entitled
“The general property tax act,” (MCL 211.1 to 211.155)

WHEREAS, Senate bill (SB) 1031 seeks to amend the General Property Tax Act to exempt qualified utility personal property from the collection of taxes under the Act; and

WHEREAS, “Qualified utility personal property” under the Act would include both of the following utility personal property: electric transmission and distribution systems, substation equipment, spare parts, gas distribution systems, water transmission and distribution systems, gas storage equipment, and transmission lines of gas or oil transporting companies; that was initially installed in the State after December 31, 2017; and

WHEREAS, SB 1031 in its present form as introduced on May 29, 2018, will impose a financial burden on Tuscola County and its local units, as it will not only reduce personal property tax revenues in 2019, but every year thereafter those annual losses will continue to increase; and

WHEREAS, SB 1031 was reported favorably by the Senate Committee on Finance without amendment for immediate effect to the Committee of the Whole on June 6, 2018

NOW, THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners does hereby oppose SB 1031.

BE IT FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, and each member of the Michigan State Senate and the Michigan House of Representatives representing Tuscola County and to the Governor of Michigan.

Date 8-16-18

Thom Berdwell, Chairperson
Tuscola County Board of Commissioners

I, Jodi Petting, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at a regular meeting on August 16, 2018.

Date 8-16-18

Jodi Petting
Tuscola County Clerk
RESOLUTION OPPOSING House Bill (HB) 6049 and SENATE BILL (SB) 1025 that seek to completely restructure the tax assessing qualifications, process and boundaries of local assessing units in Michigan

WHEREAS, House Bill (HB) 6049 and Senate Bill (SB) 1025 seeks to completely restructure the tax assessing qualifications, process and boundaries of local assessing units in Michigan; and

WHEREAS, HB 6049/SB 1025 will impose a huge financial burden on Tuscola County as well as Michigan’s other counties and local units because its mandates will require increased staffing levels and office space while providing a woefully inadequate 1% administrative fee and undefined “start-up funding” to compensate the counties and other local units for the drastic expenses that will surely accompany the new mandates; and

WHEREAS, HB 6049/SB 1025 will put Tuscola County at odds with its local townships by requiring us to take the 1% administration fee from the local units to pay for our increased costs; and

WHEREAS, HB 6049/SB 1025 changes the manner in which local boards of review (BOR) are conducted. By putting specialized BOR’s at the county level, HB 6049/SB 1025 has the potential to strip elected townships supervisors and local assessing units of control over the tax assessing process, depriving them of the ability to account for unique conditions and values unknown to county-wide, regional and/or statewide assessing units but well known in the local units; and

WHEREAS, there are no guarantees that quality education will be available locally or even regionally to allow for the increased certification levels imposed by HB 6049/SB 1025; and

WHEREAS, HB 6049/SB 1025’s proposed levels of certification for assessors will not achieve the results that are being sought. The real problem is bad assessors, not their levels of certification. The solution lies in better policing of assessors by the State Tax Commission, not imply imposing increased educational requirement that may be impossible to achieve and that do nothing to weed out the bad assessors; and

WHEREAS, Tuscola County views HB 6049/SB 1025 in its current form as an unfunded mandate which does little or nothing to accomplish its stated goals; be it,

RESOLVED that the Tuscola County Board of Commissioners hereby opposes HB 6049/SB 1025 and asks that it be referred back to the House Tax Policy Committee and the Senate Finance Committee until the funding issues and other problems identified above can be properly addressed.

NOW, THEREFORE, BE IT RESOLVED that the Tuscola County Board of Commissioners does hereby oppose HB 6049/SB 1025.

BE IT FURTHER RESOLVED that this resolution will be forwarded to all counties in Michigan, and each member of the Michigan state Senate and the Michigan House of Representatives representing Tuscola County and to the Governor of Michigan.

Date 8-16-18

[Signature]
Thom Hardwell, Chairperson
Tuscola County Board of Commissioners

Jodi Fetter, Tuscola County Clerk, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Tuscola County Board of Commissioners at a regular meeting on August 16, 2018

Date 8-16-18

[Signature]
Jodi Fetter
Tuscola County Clerk
August 22, 2018

Board of Commissioners
Ingham County Courthouse
PO Box 319
Mason, Michigan 48854

Dear Board of Commissioners:

Please find enclosed Form 4564, Assessing Officers Report for Industrial Facility Exemption Certificates, for the City of East Lansing for 2018.

Michigan Compiled Law (MCL) 207.567 requires the East Lansing City Assessor to provide annual notification to the State Tax Commission, the legislative body of each unit of government which levies taxes on property subject to an industrial facility exemption certificate, and the holder of the certificate. The notification is to include the determination of the value of property subject to an industrial facility exemption certificate. This letter and the enclosed report are provided to comply with the provisions of MCL 207.567 for 2018.

Please contact me at 517-319-6827 or by email at dlee@cityofeastlansing.com with any questions regarding this matter.

Sincerely,

David C. Lee
City Assessor

Enclosure
Assessing Officers Report for Industrial Facility Exemption Certificates
Issued under authority of Public Act 198 of 1974. Filing is mandatory.

In accordance with the requirements of Section 17 of Public Act 198 of 1974, as amended, the city or township assessor is required to furnish an annual report not later than October 15, showing the taxable valuations of real and personal property on the Industrial Facilities Tax Roll as of the preceding December 31, as finally equalized.

For assistance with this form, please see the Instructions page or contact the Local Audit and Finance Division at (517) 373-3227.

**Due by October 15, 2018**

City/ Twp /Vlg Codes

<table>
<thead>
<tr>
<th>City / Twp / Vlg CODE*</th>
<th>33201</th>
</tr>
</thead>
<tbody>
<tr>
<td>City / Twp / Vlg</td>
<td>CITY OF EAST LANSING</td>
</tr>
<tr>
<td>County</td>
<td>INGHAM</td>
</tr>
<tr>
<td>Assessor's Name</td>
<td>David C. Lee</td>
</tr>
<tr>
<td>Phone Number</td>
<td>517-319-6827</td>
</tr>
</tbody>
</table>

* Townships responsible for certificates issued by a village should report the village certificates under the village code.

**SCHOOL DISTRICTS**

<table>
<thead>
<tr>
<th>School District Codes</th>
<th>School District Codes</th>
<th>Enter this reference number on subsequent pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>33010</td>
<td>EAST LANSING</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

**SCHOOL SUMMARY**

<table>
<thead>
<tr>
<th>School District</th>
<th>New</th>
<th>Replacement</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>EAST LANSING</td>
<td>$0</td>
<td>$97,300</td>
<td>$97,300</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$0</td>
<td>$97,300</td>
<td>$97,300</td>
</tr>
</tbody>
</table>

School Summary Totals include Renaissance Zone exempt taxable value

**SUMMARY**

<table>
<thead>
<tr>
<th></th>
<th>Taxable Value of IFT Personal on Industrial Class Land</th>
<th>Taxable Value of IFT Personal on Commercial Class Land</th>
<th>Taxable Value of all other IFT Personal</th>
<th>Taxable Value of IFT Real</th>
<th>Total Taxable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total New</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Total Replacement</td>
<td>$0</td>
<td>$0</td>
<td>$97,300</td>
<td>$97,300</td>
<td>$97,300</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$0</td>
<td>$0</td>
<td>$97,300</td>
<td>$97,300</td>
<td>$97,300</td>
</tr>
</tbody>
</table>

Summary Totals exclude Renaissance Zone exempt taxable value

This report is to be sent certified mail (MCL 207.567(2)) to:
1. Michigan Department of Treasury, Local Audit and Finance Division, PO Box 30728, Lansing, MI 48809-8228.
2. Each tax levying unit involving the certified property.
3. The holder of the certificate.

Continued on Page 2
<table>
<thead>
<tr>
<th>Cert. No.</th>
<th>Certificate Holder</th>
<th>School District Reference Number Enter 1-6</th>
<th>Taxable Value of IFT Personal on Industrial Class Land</th>
<th>Taxable Value of IFT Personal on Commercial Class Land</th>
<th>Taxable Value of all other IFT Personal Real Estate</th>
<th>Taxable Value of all IFT Real Property</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Project Status: Complete, Under Constr., Not Shipped, Not Shipped
- Specify if Parcel is located in: TIFs, DDA, LDFA, BRA, RZ Taxable %

- Check box if continued on additional pages

Help?
Need more lines?

Continued on page 3
<table>
<thead>
<tr>
<th>Cert. No.</th>
<th>Certificate Holder Name</th>
<th>School District Reference Number</th>
<th>Frozen Real Value</th>
<th>Frozen Personal Taxable Value</th>
<th>Frozen Total Taxable Value</th>
<th>Project Status</th>
<th>Specify If Cert is Located In:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005-SAMPLE</td>
<td>ABC COMPANY</td>
<td>500</td>
<td>200</td>
<td>700</td>
<td>X</td>
<td>Under Const.</td>
<td>Not Started</td>
</tr>
<tr>
<td>2011-483</td>
<td>Spartan Technology Development, L</td>
<td>97,300</td>
<td>0</td>
<td>97,300</td>
<td>X</td>
<td>Complete</td>
<td></td>
</tr>
</tbody>
</table>