

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
DERRELL SLAUGHTER

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

FINANCE COMMITTEE
MARK GREBNER, CHAIR
TODD TENNIS
BRYAN CRENSHAW
MARK POLSDOFER
EMILY STIVERS
RANDY SCHAFER
RANDY MAIVILLE

INGHAM COUNTY BOARD OF COMMISSIONERS
P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, AUGUST 18, 2021 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/84187984550>.

Agenda

Call to Order

Approval of the [July 21, 2021](#) Minutes and November 9, 2020 and December 2, 2020 Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. Financial Services – Presentation of the Audit and Financial Statements for 2020 (*Please Bring the Annual Financial Comprehensive Report Previously Distributed*)
2. Drain Commissioner
 - a. Resolution to Allocate \$150,000 in American Rescue Plan Funds to Fund the Locating, Establishing, and Constructing of the [Blue-Spotted Salamander Drain](#)
 - b. Resolution to Endorse Drain Commissioner's Request for State and Federal COVID-19 Relief and Infrastructure Funds to Fund the Maintenance and Improvements to [Montgomery Drain](#) that are Necessary for Public Health
3. Treasurer's Office – [2nd Quarter Investment Report](#)
4. Probate Court – Resolution to Authorize Use of Contingency Funds for Temporary Wages and [Visiting Judge Fees](#)
5. Prosecuting Attorney's Office – Resolution to Authorize an Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutors Office Under the 2022 FY [Stop Violence Against Women Grant](#)
6. Public Defenders Office
 - a. Resolution to Authorize a Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA) and Ingham County to Provide Funding to Assist the County in Complying with the Compliance Plan and Cost Analysis Approved by MIDC and Creating Two New [Grant Funded Positions](#)
 - b. Resolution to Authorize the Office of the Public Defender to Accept [Donations](#) of Clothing for Their Clients

7. Fairgrounds – Resolution to Authorize a Contract with [Sterle Builders](#) to Assemble the Jack O’ Lanterns Unleashed Displays
8. Parks Department
 - a. Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant for [Hawk Island Park](#)
 - b. Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant for [Lake Lansing Park South](#)
 - c. Resolution to Authorize the [Application](#) to the Ingham County Trails and Parks Millage Fund for Three Projects within the Ingham County Parks
 - d. Resolution to Authorize a Contract with [Tomco Asphalt Inc.](#) for Entry Road Asphalt at Lake Lansing North County Park
9. Health Department
 - a. Resolution to Authorize an Extended Agreement with [MSU Health Inc.](#) for Pediatric Nurse Practitioner Services
 - b. Resolution to Authorize an Agreement with [Edge Partnerships](#) for a Marijuana Public Education Campaign
 - c. Resolution to Authorize an Eighth Year Cycle of the [Americorps Vista Grant](#) Funding for 2021-2022
 - d. Resolution to Authorize [Amendment #5](#) to the FY 2020-2021 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Master Agreement
 - e. Resolution to Authorize a 2021-2022 [Emerging Threats](#) Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement
 - f. Resolution to Authorize a 2021-2022 Agreement with the Michigan Department of Health and Human Services for the Delivery of [Public Health Services](#) Under the Comprehensive Agreement
 - g. Resolution to Authorize Additional Positions for the [Allen Neighborhood CHC](#)
 - h. Resolution to Authorize an Agreement with [MPHI](#)
 - i. Resolution to Authorize Agreement with [Safe Passages](#), dba Advance Peace
 - j. Resolution to Authorize an Agreement with [Lansing Housing Commission](#)
 - k. Resolution to Authorize Acceptance of [Project Safe Neighborhoods](#) Grant Funds from Battle Creek Community Foundation
 - l. Resolution to Authorize an Agreement with [Tyler Technologies](#)
 - m. Resolution to Authorize an Agreement with City of Lansing for Financial Support for Lansing/Ingham [Peacemaker Fellowship®](#) Implementation
 - n. Resolution to Authorize Agreements with [Wayne Children’s Healthcare](#) Access Program to Act as the Fiduciary/Payee for Agency Funding
 - o. Resolution to Authorize Agreements with Voces De La Comunidad, Action of Greater Lansing, and the [Village Lansing](#)
10. Arts Council of Greater Lansing – Resolution to Utilize American Rescue Plan Funds to Reimburse the [Arts Council](#) of Greater Lansing for COVID-19 Related Lost Revenue
11. Innovation & Technology Department – Resolution to Authorize the [Reorganization](#) of the Innovation & Technology Department

12. Facilities Department – Resolution to Authorize an Agreement with [Tower Pinkster](#) for the Professional Design Services of the CRAC Units at the 9-1-1 Dispatch Center
13. Road Department
 - a. Resolution to Approve a Local Road Agreement with Lansing Township and to Amend Contract 30-21, Item III, with Michigan Paving and Materials Company to Resurface [Kalamazoo Street](#), West of Grace to Hungerford Streets in Lansing Township
 - b. Resolution to Increase Local Funding Participation in Relation to a State and Federally Funded Project on [Okemos Road](#) from Jolly Road to Central Park Drive
14. Human Resources
 - a. Resolution to Approve Generic Service Credit Purchase for County Employee: [Selina Marie Wood](#) (fka Monroe)
 - b. Resolution to Approve an Additional Modification to Appendix D - Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of a [Reclassification](#) Request
15. Board of Commissioners – Resolution Authorizing Use of American Rescue Plan Funds as [Financial Incentives](#) for Ingham County Residents Receiving COVID-19 Vaccinations
16. Controller/Administrator's Office
 - a. Resolution to Approve American Rescue Fund Grant Requests from North Ingham [Emergency Services](#) Authority and Stockbridge Area Emergency Services Authority
 - b. Resolution to Authorize American Rescue Plan Funds for [Premium Pay](#) for Essential Ingham County Employees

Announcements
Public Comment
Adjournment

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

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

FINANCE COMMITTEE

July 21, 2021

Draft Minutes

Members Present: Grebner, Crenshaw, Polsdofer, Stivers, Schafer, Tennis, and Maiville.

Members Absent: None.

Others Present: Erica Lynn, Cheri Anderson, Michael Townsend, Gregg Todd, Teri Morton, Ryan Buck, Mary Konieczny, and others.

The meeting was called to order by Chairperson Grebner at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual public participation was offered via Zoom at <https://ingham.zoom.us/j/84419821841>.

Approval of the June 15, 2021 Minutes, and the August 19, 2020 and October 21, 2020 Closed Session Minutes

CHAIRPERSON GREBNER STATED THAT, WITHOUT OBJECTION, THE MINUTES OF THE JUNE 15, 2021 FINANCE COMMITTEE MEETING AS WELL AS THE CLOSED SESSION MINUTES FROM THE AUGUST 19, 2020 AND OCTOBER 21, 2020 WERE APPROVED AS WRITTEN.

Additions to the Agenda

19. Controller/Administrator's Office

- f. Resolution to Authorize a Contract with Mid-Michigan Recovery Services (MMRS) Utilizing American Rescue Plan Act of 2021 Funds for Direct Assistance Programming for Ingham County Residents

Removed –

13. Health Department

- e. Resolution to Authorize an Agreement with Tyler Technologies for Executime Time & Attendance™

Substitute –

- 8. Law & Courts Committee – Resolution to Adopt the 2022 Juvenile Justice Community Agency Process Calendar

Limited Public Comment

None.

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

1. Clerk's Office – Resolution to Raise the Marriage License Correction Fee
2. Treasurer's Office – Resolution to Utilize the County's Option to Acquire Tax Foreclosed Property
3. Drain Commissioner
 - a. Resolution Pledging Full Faith and Credit to Angel Acres Drain Drainage District Bonds
 - b. Resolution Consenting to the Relinquishment of Okemos Drain to Meridian Charter Township
4. Sheriff's Office – Resolution to Create Four Part-Time Deputy Sheriff Positions to Supplement Court Security Staffing
5. Homeland Security and Emergency Management – Resolution to Authorize a Sub Agreement with the City of Lansing for the United States Geological Survey Sycamore Creek Streamgage Joint Funding Agreement
6. Prosecuting Attorney's Office – Resolution to Authorize a Memorandum of Understanding Between the Tri-County Metro Narcotics Squad and the Ingham County Prosecutor's Office Under the 2021 Byrne JAG Grant
7. 9-1-1 Dispatch Center – Resolution to Authorize Renewal of Services with National Testing Network (NTN) for Remainder of 2021
8. Law & Courts Committee – Resolution to Adopt the 2022 Juvenile Justice Community Agency Process Calendar
9. Mid-State Health Network – Resolution to Authorize an Extension of the Substance Abuse Coordinating Agency Agreement with Mid-State Health Network
10. Board of Commissioners – Resolution Rescinding Resolution #20-452 Removing Restrictions on Non-Essential Discretionary Expenditures and the Elimination of Non-Essential Out-of-State Travel
11. Fairgrounds
 - a. Resolution to Add a Maintenance Worker Position at the Ingham County Fairgrounds
 - b. Resolution to Authorize an Amendment to Resolution #19-024 with Dietz Janitorial Services
12. Parks Department
 - a. Resolution to Authorize the Acceptance of the Capital Region Community Foundation Grant

- b. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF20-0040
 - c. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF20-0039
13. Health Department
- a. Resolution to Authorize a New .5 FTE CHW Position in Maternal and Child Health
 - b. Resolution to Authorize an Agreement with Good Girl Radio, LLC for a Package of Podcasts and Advertisements
 - c. Resolution to Authorize Acceptance of Healthy! Capital Counties Funding
 - d. Resolution to Authorize Converting Position #601399 from a 1.0 FTE to a .5 FTE Position
14. Farmland and Open Space Preservation Board – Resolution to Accept Matching Funds in the Amount of \$285,600 from the Michigan Department of Agriculture and Rural Development and Michigan Agricultural Preservation Program for the Arend Trust Conservation Easement
15. Innovation & Technology Department
- a. Resolution to Approve the Purchase of a Fax Solution
 - b. Resolution to Approve Fiber Engineering from Western Tel-Com
 - c. Resolution to Approve Renewal of PACC/PAAM Licensing and Support
 - d. Resolution to Approve the Purchase of Phone Licensing for Flexibility
16. Facilities Department
- a. Resolution to Authorize a Service Warranty Renewal with Astrophysics for the Maintenance of the X-Ray Screening Machines at the Ingham County Family Center
 - b. Resolution to Authorize a Service Warranty Renewal with Smiths Detection for the Maintenance on Both X-Ray Screening Machines at the Veterans Memorial Courthouse and Grady Porter Building
 - c. Resolution to Authorize a Contract Renewal with Teachout Security for Uniformed Unarmed Security Guard Services at Several County Facilities
 - d. Resolution to Authorize an Agreement with Matrix Consulting Engineers, Inc. for the Renovations at the Ingham County 9-1-1 Center
 - e. Resolution to Authorize an Agreement with Roger Donaldson AIA P.L.C. for the Architectural and Engineering Services for Security Enhancements and Assessments of the Sanctuary and Fire Alarm System at the Ingham County Family Center
 - f. Resolution to Authorize an Agreement with Laux Construction for the Repairs to the Large Brick Exhibit Building at the Ingham County Fair Grounds
17. Road Department
- a. Resolution to Authorize a First Party Agreement with the Michigan Department of Transportation (MDOT) for a Federally Funded Project on Dexter Trail from M-36 to M-52

- b. Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation (MDOT) for a State and Federally Funded Project on Okemos Road from Jolly Road to Central Park Drive
 - c. Resolution to Approve Local Road Agreements with Aurelius and Ingham Townships
18. Human Resources
- b. Resolution to Approve an Agreement with Sparrow Occupational Health Services to Provide Occupational Health Services
 - c. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit
 - d. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians, and Animal Care Specialists Unit
 - e. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit
 - f. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Deputies Unit
 - g. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit
19. Controller/Administrator's Office
- a. Resolution to Provide Emergency Support as Needed in Order to Ensure Timely Implementation of Peacemaker Fellowship® Partnership with Advance Peace to Help Build and Sustain Local Community Capacity to Interrupt Gun Violence in Ingham County, MI
 - c. Resolution to Authorize Budget Adjustments for 2021 Based on the Annual Evaluation of the County's Financial Reserve Policy
 - d. Resolution to Create a Diversity, Equity, and Inclusion Director Position
 - e. Bond Resolution: Capital Improvement Bonds, Series 2021
 - f. Resolution to Authorize a Contract with Mid-Michigan Recovery Services (MMRS) Utilizing American Rescue Plan Act of 2021 Funds for Direct Assistance Programming for Ingham County Residents

THE MOTION CARRIED UNANIMOUSLY.

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

Chairperson Grebner stated he was interested in changing the rules to enable department heads who had items that were suspected to be approved under the consent agenda to participate virtually through Zoom.

18. Human Resources

- a. Resolution to Approve an Additional Modification to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of a Reclassification Requests

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION.

Commissioner Schafer stated he was interested in exploring the needed steps to include the Board of Commissioners Director in the reclassification.

Discussion.

THE MOTION CARRIED UNANIMOUSLY.

19. Controller/Administrator's Office

- b. Resolution to Utilize American Rescue Plan Funds to Implement Community-Designed Rapid Response Gun Violence Interruption Plan and Authorize Agreements with Coat of Many Colors Counseling Services and the Village Lansing through October 1, 2021

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE RESOLUTION.

Commissioner Crenshaw asked what educational courses were offered.

Erica Lynn, Village Lansing Co-Founder, stated courses ranged from life skill education, healing circles, and gun safety. She further stated the courses were offered on a case-by-case basis to best fit the individual needs.

Commissioner Crenshaw asked if the received services were voluntary.

Ms. Lynn stated yes, and that the organization relied on a strategy similar to pod mapping. She further stated the current model differentiated between youth that were affiliated with crime and those who were associated to violence.

Ms. Lynn stated many young people were associated with people that were involved directly in violent offenses which caused parents of children that are violence associated to reach out. She further stated the strategy allowed the organization to assist people at the center of the conflict and identify associated friends or advisors.

Commissioner Crenshaw asked if the organization was certified in de-escalation techniques.

Ms. Lynn stated the organization hoped to be able to obtain certification if the resolution passed, as they did not have funding to obtain certification.

Commissioner Crenshaw asked if the certification would be completed by the end of the contract period of October 1, 2021.

Ms. Lynn stated the organization worked closely with the Health Department for any deadline communications.

Commissioner Crenshaw thanked Ms. Lynn for the information. He then asked Cheri Anderson, Coat of Many Colors Owner and Clinical Therapist, to clarify how money would be used.

Ms. Anderson stated the organization would bill health insurance for services. She further stated funds from the county would be used to cover people that were underinsured, or uninsured. She further stated the organization assisted to enroll people that qualified for Medicaid.

Commissioner Crenshaw asked if this would be used for children more so than adults.

Ms. Anderson stated both adults and children would equally be funded.

Commissioner Crenshaw asked when Coat of Many Colors was established.

Ms. Anderson stated the organization was founded in 2006. She further stated her work in the field extended many years prior to the founding of the organization.

Commissioner Crenshaw asked if the program was referral-based.

Ms. Anderson stated yes. She further stated that feedback showed a variety of referral methods reached the affected population including families affected, school administrators, hospitals, advertising, community interaction and through their professional connections and therapy networks.

Commissioner Crenshaw asked if this was used to cover supplemental medical costs.

Ms. Anderson stated that was correct. She further stated copays could be covered with the funding.

Commissioner Crenshaw asked Ms. Anderson if she felt \$5,000 was enough funding.

Ms. Anderson stated the funding would cover what was discussed. She further stated schools, funeral homes, and other organizations reached out often to expand the program and clarified the funding needs directly depended on the demand and amount of services required.

THE MOTION CARRIED UNANIMOUSLY.

20. Closed Session

- a. Discussion of Collective Bargaining Pursuant to MCL 15.268(c)
- b. Pursuant to MCL 15.268(e) to Consult with Attorneys Regarding *Grainger v Ottawa County*, et al Case No. 1:19-Cv-00501 Pending in the U.S. District Court for the Western District of Michigan
- c. Pursuant to MCL 15.268(D) to Consider the Purchase of Real Property Prior to the Time an Option to Purchase is Obtained

MOVED BY COMM. CRENSHAW SUPPORTED BY COMM. TENNIS, AT APPROXIMATELY 6:14 P.M., TO ENTER INTO CLOSED SESSION PURSUANT TO MCL 15.268(E) TO CONSULT WITH ATTORNEYS REGARDING GRAINGER V OTTAWA COUNTY, ET AL CASE NO. 1:19-CV-00501 PENDING IN THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF MICHIGAN; AND PURSUANT TO MCL 15.268(D) TO CONSIDER THE PURCHASE OF REAL PROPERTY PRIOR TO THE TIME AN OPTION TO PURCHASE IS OBTAINED AND TO DISCUSS COLLECTIVE BARGAINING AS PERMITTED BY MCL 15.268(C).

THE MOTION CARRIED UNANIMOUSLY BY ROLL CALL VOTE.

CHAIRPERSON GREBNER STATED THAT CLOSED SESSION WAS OVER AND THAT THEY WOULD RETURN TO OPEN SESSION AT APPROXIMATELY 7:00 P.M.

THE MOTION CARRIED UNANIMOUSLY.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:01 p.m.

AUGUST 18, 2021 FINANCE AGENDA STAFF REVIEW SUMMARY

RESOLUTION ACTION ITEMS:

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

- 2a. Drain Commissioner** – *Resolution Endorsing the Drain Commissioner's Requests for State and Federal COVID Relief and Infrastructure Dollars on Behalf of the Montgomery Drain Drainage District*

This resolution supports the Drain Commission's request for additional state and federal COVID funding for the Montgomery Drain project, which came in significantly over budget. State/federal funding to make up the current shortfall would ensure residents would not be further assessed to bridge the funding gap.

See memo for details.

- 2b. Drain Commissioner** – *Drain Commission Granting \$150,000 of County ARP Funding to be Combined with Remaining Bond Proceeds to Extend the Blue Spotted Salamander Drain*

This resolution would authorize \$150,000 in ARP funds to extend the Blue Spotted Salamander Drain project to address additional drainage issues. The Drain Commission expects the additional work to cost \$250,000 and has \$100,000 in reserves.

Water infrastructure, including storm water drainage, is an allowable use of ARP funding per the Final Interim Rule, "With respect to wastewater infrastructure, recipients may use Fiscal Recovery Funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works, among other uses."

See memo for details.

- 4. Probate Court** – *Resolution to Authorize Use of Contingency Funds for Temporary Wages and Visiting Judge Fees*

This resolution will transfer a total of \$5,000 from the 2021 contingency account to temporary wages (\$4,200) and Visiting Judge Fees (\$800). The Probate Court has an immediate need for this temporary staffing when staff are absent in order to operate and maintain the Probate Court docket, especially post COVID-19, and to meet its statutorily required duties. Visiting Judges are needed in the case of judicial absence and to address a backlog of cases. The current contingency amount is \$222,751.

See memo for details.

- 5. Prosecuting Attorney's Office** – *Resolution to Authorize an Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Under the 2022 FY Stop Violence Against Women Grant*

This resolution will accept an award from the Services, Training, Officers, and Prosecutors (STOP) Grant program in the amount of \$138,953 for the time period of October 1, 2021 through September 30, 2022. This grant is awarded to county prosecutors to develop and strengthen the criminal justice system's response to

violence against women. The STOP grant award is for a total of \$138,953. Funding in the amount of \$104,215 will be used for the salary and benefits for a full-time assistant prosecuting attorney for 2022 to work solely on domestic violence cases and intimate partner violence. The remaining \$34,738 is an in-kind contribution requirement of the Prosecutor's Office that will be achieved by matching salaries and fringes of supervising attorneys for the project.

See memo for details.

6a. Public Defenders Office - Resolution to Authorize a Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA) and Ingham County to Provide Funding to Assist the County in Complying with the Compliance Plan and Cost Analysis Approved by MIDC and Creating Two New Grant Funded Positions

This resolution will authorize a Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA), and Ingham County to provide indigent defense and related services at the 30th Circuit Court, 54A District Court, 54B District Court, and the 55th District Court for the time period October 1, 2021 through September 30, 2022. The total amount of the grant is \$6,479,621.17, which includes the local share of \$912,845.25. The local share will be split among Ingham County (\$874,787.25), the City of Lansing (\$21,771), and the City of East Lansing (\$16,287).

This will be the fourth year of grant funding from the State of Michigan for the compliance plan. The major changes in the year's grant over last year's is the addition of one Clerk – Public Defender position (UAW/D) and one part-time Senior Assistant Public Defender (PD03). Both positions were requested to address the adoption of Standard 5, "Independence from the Judiciary," which went into effect October 1, 2020.

See memo for details.

6b. Public Defenders Office - Resolution to Authorize the Office of the Public Defender to Accept Donations of Clothing for Their Clients

This resolution will authorize the Ingham County Office of the Public Defender (PDO) to accept donations of clothing from individuals and businesses for the purpose of maintaining a clothing locker for court and for assistance of clients in their re-entry into society. It is the obligation of the defense attorney to make sure an incarcerated defendant is suitably dressed for court when they do not have resources or support people to ensure this happens. The PDO is developing a lending closet of clothing for clients to wear for court appearances. Incarcerated clients may also find when they are released from confinement that they have lost everything. The PDO would also like to accept more casual clothing to give to clients who find themselves in this situation.

See memo for details.

7. Fairgrounds – Resolution to Authorize a Contract with Sterle Builders to Assemble the Jack O' Lanterns Unleashed Displays

This resolution authorizes a contract with Sterle Builders in an amount not to exceed \$17,500 for the assembly of Jack O' Lanterns Unleashed at the Ingham County Fairgrounds. Funds are included in the 2021 budget.

8a. Parks Department - *Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant for Hawk Island Park*

This resolution authorizes a grant agreement to accept \$292,100 in grant funds and to transfer the remaining funds previously allocated by Board of Commissioners resolution for a total project cost of \$609,200. These funds will be utilized to make improvements at Hawk Island Park.

8b. Parks Department - *Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant for Lake Lansing Park South*

This resolution authorizes a grant agreement to accept \$300,000 in grant funds and to transfer the remaining funds previously allocated by Board of Commissioner resolution for a total project cost of \$615,000. These funds will be utilized to make improvements at Lake Lansing Park South.

8c. Parks Department - *Resolution to Authorize the Application to the Ingham County Trails and Parks Millage Fund for Three Projects within the Ingham County Parks*

This resolution authorizes the Ingham County Parks Department to submit a grant request to the Ingham County Trails and Parks Millage Fund balance for \$1,114,100 total, if these projects are selected for funding in the upcoming round of grant applications, as follows: Hawk Island Park Boardwalk Replacement, Phase 3 \$327,700, Lake Lansing Park North Boardwalk Replacement, Phase 3 \$471,400, and Lake Lansing North Internal MSU to Lake Lansing Trail Connector \$315,000. It is important to note that this resolution only authorizes submission of the requests, and is not a commitment for funding.

8d. Parks Department - *Resolution to Authorize a Contract with Tomco Asphalt Inc. for Entry Road Asphalt at Lake Lansing North County Park*

This resolution authorizes a contract with TomCo Asphalt Inc. for the base bid in the amount of \$7,000 for supplying and installing asphalt at the entrance of Lake Lansing North County Park. Funds are available in the 2021 budget.

9a. Health Department - *Resolution to Authorize an Extended Agreement with MSU Health Inc. for Pediatric Nurse Practitioner Services*

This resolution authorizes an extension to the agreement with MSU Health Care, Inc., for providing a Pediatric Nurse Practitioner (NP) at the Willow CHC in an amount not to exceed \$77,216, effective October 1, 2021 through September 30, 2023. Costs for this agreement will be covered by billable services.

9b. Health Department - *Resolution to Authorize an Agreement with Edge Partnerships for a Marijuana Public Education Campaign*

This resolution authorizes an agreement with Edge Partnership for total advertising and printing costs associated with a Medical Marijuana education, communication, and outreach campaign, effective January 1, 2021 through September 15, 2021 in an amount not to exceed \$17,500. Funding for this agreement will come from the LARA medical marijuana grant.

9c. Health Department - Resolution to Authorize an Eighth Year Cycle of the AmeriCorps Vista Grant Funding for 2021-2022

This resolution accepts an eighth year funding cycle from CNCS supporting the AmeriCorps VISTA Project budget in an amount not to exceed \$140,931.50, effective September 26, 2021 through September 24, 2022. The total budget is \$140,931.50, comprised of \$16,000 CNCS funds and \$124,931.50 in funds from external host sites. Out of a total of 16 FTE AmeriCorps VISTA members, 15 FTE will be placed in host sites selected through an RFP process and 1 FTE AmeriCorps VISTA Leader will be placed with the ICHD AmeriCorps VISTA program.

9d. Health Department - Resolution to Authorize Amendment #5 to the FY 2020 -2021 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Master Agreement

This resolution authorizes amendment #5 to the master agreement. The financial impact of this increased support will increase the FY '21 original grant agreement from \$10,715,632 to \$11,202,792, an increase of \$487,160. The revised resolution makes the following specific changes to the budget:

COVID Immunizations: increase of \$250,000 from \$217,291 to \$467,291
Tuberculosis (TB) Control: increase of \$4,137 from \$5,440 to \$9,577
ELC Contact Tracing and Wraparound: increase of \$248,023 from \$0 to \$248,023
SEAL! Michigan Dental Sealant: decrease of \$15,000 from \$50,000 to \$35,000

9e. Health Department - Resolution to Authorize a 2021 -2022 Emerging Threats Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement

This resolution authorizes an Emerging Threats agreement with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2021 through September 30, 2022 in an amount not to exceed \$2,670,755. The financial impact of this agreement will increase the FY '22 County budget by \$2,670,755. This resolution makes the following specific changes to the budget:

COVID Immunization; increase of \$1,380,613 from \$0.00 to \$1,380,613
COVID-19 Mobile Testing: increase of \$310,000 from \$0.00 to \$310,000
ELC COVID-19 Infection Prevention: increase of \$225,000 from \$0.00 to \$225,000
ELC Contact Tracing, Investigation, Testing Coordination: increase of \$755,142 from \$0.00 to \$755,142.

9f. Health Department - Resolution to Authorize a 2021 -2022 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Comprehensive Agreement

This resolution authorizes the agreement with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2021 through September 30, 2022. Grant amounts of approximately \$6.7 million are included in the agreement and reflected in the proposed budget for 2022.

9g. Health Department - Resolution to Authorize Additional Positions for the Allen Neighborhood CHC

This resolution authorizes additional positions for the Allen Neighborhood CHC. Minimum and maximum salary details of the seven (7) additional full-time positions are listed below.

FTE	DESCRIPTION	FY22 MINIMUM	FY22 MAXIMUM
1.0	PA or NP	\$95,422	\$114,535
1.0	Medical Assistant I	\$34,384	\$40,933
1.0	Medical Assistant I	\$34,384	\$40,933
1.0	Health Center Nurse	\$53,474	\$64,183
1.0	Medical Social Worker	\$63,427	\$66,394
1.0	Community Health Rep. II	\$34,384	\$40,933
1.0	Community Health Rep. II	\$34,384	\$40,933
10.0		\$349,859	\$408,846

The projected three-year operating budget for the Allen Neighborhood Health Center project includes the following:

	FY22	FY23	FY24
Patient Revenue	\$236,002	\$450,394	\$579,000
340B Revenue	\$309,000	\$309,000	\$309,000
Total Revenue	\$571,554	795,354	888,000
Personnel Costs (includes fringe benefits)	\$576,399	\$624,990	\$627,581
Supplies	\$12,884	\$22,100	\$28,483
Contractual Services	\$17,393	\$19,403	\$20,381
Building Rent	\$63,156	\$64,419	\$65,707
Other Expenses	\$39,678	\$58,946	\$63,210
Total Expenses	\$709,710	\$789,856	\$851,292
Net Income (Loss)	-\$138,156	-\$30,502	36,709

Note: 30% of an existing CHC manager's time will be dedicated to the new CHC.

Based on the information above, we are asking Ingham County to appropriate general fund dollars of up to \$138,156 in the FY22 budget to support year one of the new CHC's operation.

9h. Health Department - Resolution to Authorize an Agreement with MPHI

This resolution will authorize entering into an agreement with Michigan Public Health Institute (MPHI) to provide a year 1 evaluation of the Lansing/Ingham Peace Maker Fellowship® and to provide year one fiduciary services for Peacemaker Fellowship® LifeMAP Allowances and Horizon Building Journeys, travel and conference registrations for the Local Operator and other local partners, and stipends for Community Co-Chairs not paid by other funding sources, effective October 1, 2021 through December 30, 2022 in an amount not to exceed \$132,240. This is part of the \$1,954,240 three-year budget that has been developed by the Advance Peace planning team.

See memo for details.

9i. Health Department - *Resolution to Authorize Agreement with Safe Passages, dba Advance Peace*

This resolution will authorize an agreement with Safe Passages dba Advance Peace in an amount not to exceed \$198,500, effective October 1, 2021 to July 30, 2024 for the purpose of providing training and technical assistance to local partners working to implement the first three-year cycle of the Lansing/Ingham Peacemaker Fellowship®. This is part of the \$1,954,240 three year budget that has been developed by the Advance Peace planning team.

See memo for details.

9j. Health Department - *Resolution to Authorize an Agreement with Lansing Housing Commission*

This resolution will authorize an agreement with the Lansing Housing Commission to accept up to \$50,000 in grant funds for the Lansing/Ingham Peacemaker Fellowship®, effective October 1, 2021 through December 31, 2024. This is one of the revenue components of the \$1,954,240 three-year budget that has been developed by the Advance Peace planning team.

See memo for details.

9k. Health Department - *Resolution to Authorize Acceptance of Project Safe Neighborhoods Grant Funds from Battle Creek Community Foundation*

This resolution will authorize entering into an agreement with the Battle Creek Community Foundation (BCCF) to accept the Project Safe Neighborhoods grant in an amount not to exceed \$21,905.00, effective July 30, 2021 through July 30, 2022. These grant funds will support Ingham County's continued work on the Lansing/Ingham Peacemaker Fellowship® and is one of the revenue components of the \$1,954,240 three-year budget that has been developed by the Advance Peace planning team.

See memo for details.

9l. Health Department - *Resolution to Authorize an Agreement with Tyler Technologies*

This resolution authorizes an amendment to the agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling for a two-year term in an amount not to exceed \$119,990, effective August 1, 2021 through July 31, 2023. Funding for this agreement will be covered by American Rescue Act Funds from HRSA authorized through Resolution #21-240, and Ryan White 340B revenue.

9m. Health Department - *Resolution to Authorize an Agreement with City of Lansing for Financial Support for Lansing/Ingham Peacemaker Fellowship® Implementation*

This resolution will authorize an agreement with the City of Lansing to accept up to \$240,000 in funds to support year one of local implementation of the Advance Peace approach in Lansing/Ingham County effective July 1, 2021 through June 30, 2022. This is one of the revenue components of the \$1,954,240 three-year budget that has been developed by the Advance Peace planning team.

See memo for details.

9n. Health Department - Resolution to Authorize Agreements with Wayne Children's Healthcare Access Program to Act as the Fiduciary/Payee for Agency Funding

This resolution authorizes acceptance of funds from WCHAP in the amount of \$608,209, whereby ICHD will serve as a fiduciary/payee effective October 1, 2021 through September 30, 2022. The County will retain a 10% administrative fee of the total funds received during the duration of these agreements, including the Medicaid Match funds.

9o. Health Department - Resolution to Authorize Agreements with Voces De La Comunidad, Action of Greater Lansing, and the Village Lansing

This resolution authorizes contracts with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing to co-host, promote, and offer COVID-19 vaccines, and to co-host and promote virtual town halls that help residents learn more about COVID-19 vaccines. Costs of these agreements will not exceed \$6,250 each. All costs of these agreements will be covered by COVID Prevention funds from the Michigan Department of Health and Human Services (MDHHS).

10. Arts Council of Greater Lansing – Resolution to Utilize American Rescue Plan Funds to Reimburse the Arts Council of Greater Lansing for COVID-19 Related Lost Revenue

This resolution authorizes reimbursing the Arts Council of Greater Lansing \$44,077 in lost revenue (Ingham County accommodations tax portion of their revenue budget).

11. Innovation & Technology Department – Resolution to Authorize the Reorganization of the Innovation & Technology Department

This resolution authorizes the IT Department reorganization as discussed at the July 20, 2021 County Services meeting.

See memo for details.

12. Facilities Department – Resolution to Authorize an Agreement with Tower Pinkster for the Professional Design Services of the CRAC Units at the 9-1-1 Dispatch Center

This resolution authorizes an agreement with Tower Pinkster for the professional design services to upgrade the existing fans and plenum style fan assembly of the computer room air conditioning (CRAC) units. Tower Pinkster is on the MiDeals contract, three quotes are not required per the Ingham County Purchasing Policy.

See memo for details.

13a. Road Department – Resolution to Approve a Local Road Agreement with Lansing Township and to Amend Contract 30-21, Item III, with Michigan Paving and Materials Company to Resurface Kalamazoo Street, West of Grace to Hungerford Streets in Lansing Township

This resolution authorizes an amendment to the Road Department Local Road Agreement with Lansing Township to take advantage of favorable pricing from Michigan Paving and Materials Company.

See memo for details.

13b. Road Department – *Resolution to Increase Local Funding Participation in Relation to a State and Federally Funded Project on Okemos Road from Jolly Road to Central Park Drive*

This resolution authorizes an increase in the Road Department share of this project, which was adopted via Resolution #21-358 in July. Bids came in nearly 25% over engineer's estimate for a total of \$8,751,922.48. As most of the funds for this project are capped, (federal and state) a majority of the additional funding responsibility falls to the Road Department.

The Road Department is responsible for the estimated local participation costs of \$2,800,223 (including 20% contingency) up from \$1,357,937. Funding will be in the 2021-2022 Road Fund Budgets.

See memo for details.

14a. Human Resources – *Resolution to Approve Generic Service Credit Purchase for County Employee: Selina Marie Wood (fka Monroe)*

This resolution approves the purchase, borne by the employee, of one year of generic service retirement credit from MERS for Ms. Wood.

See memo for details.

14b. Human Resources – *Resolution to Approve an Additional Modification to Appendix D - Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of a Reclassification Request*

This resolution approves a modification to the MC Manual compensation levels as a result of a reclassification request for the Director, Board of Commissioners Office from MC 12 to MC 13.

See memo for details.

15. Board of Commissioners – *Resolution Authorizing Use of American Rescue Plan Funds as Financial Incentives for Ingham County Residents Receiving COVID-19 Vaccinations*

This resolution authorizes the use of financial incentives to encourage unvaccinated residents of Ingham County to accept vaccination against COVID-19 beginning September 1, 2021.

16a. Controller's Office – *Resolution to Approve American Rescue Fund Grant Requests from North Ingham Emergency Services Authority and Stockbridge Area Emergency Services Authority*

This resolution approves grant requests from the Northeast Ingham Emergency Services Authority (NIESA) and Stockbridge Area Emergency Services Authority (SAESA) per Resolution #21-310, which authorized up to \$1 million in ARP funding for Ingham County emergency services authorities. The funding is as follows:

NIESA:

Ambulance	1	\$236,482.00	\$ 236,482.00
EMS Scholarships	16	\$ -	\$ 212,980.00
Power Load Cot Fastener System	4	\$ 31,488.02	\$ 125,952.08
Power-PRO XT Cot	1	\$ 24,448.50	\$ 24,448.50
Stair Chair	1	\$ 4,095.64	\$ 4,095.64
LUCAS	5	\$ 20,189.39	\$ 100,946.95
LUCAS Disposable Suction Cup	2	\$ 435.80	\$ 871.60
LIFEPAK 15 V4 Monitor/Defibulator	1	\$ 41,248.45	\$ 41,248.45
LIFEPAK Station Battery Charger	1	\$ 1,666.00	\$ 1,666.00
LP 15 Lithium-ion Battery	3	\$ 419.90	\$ 1,259.70
Total			\$ 749,950.92

SAESA:

Ambulance	1	\$250,000.00	\$ 250,000.00
Total			\$ 250,000.00

See memo for details

16b. Controller's Office – *Resolution to Authorize American Rescue Plan Funds for Premium Pay for Essential Ingham County Employees*

This resolution authorizes the Essential Pay Matrix for providing Ingham County employees with premium pay per the ARP guidelines. The matrix, which has been shared with and consented to by the unions, is as follows:

	Work Share		Risk Classification				Work Location		
	Yes	No	Low	Medium	High	Very High	Remote	Both	On-Site
Essential Pay	\$ -	\$ 6,000	\$ 500	\$ 1,000	\$ 2,000		\$ -	\$ 500	\$ 1,000

See memo for details.

PRESENTATION/DISCUSSION/OTHER ITEM:

1. **Financial Services** – *Presentation of the Audit and Financial Statements for 2020 (Please Bring the Annual Financial Comprehensive Report Previously Distributed)*
3. **Treasurer's Office** – *2nd Quarter Investment Report*

To: County Services Committee and Finance Committee

From: Patrick E. Lindemann, Ingham County Drain Commissioner

Re: Resolution for American Rescue Plan Funds for Blue-Spotted Salamander Drain

Date: August 10, 2021

I am requesting that the Ingham County Board of Commissioners approve the allocation of \$150,000 of American Rescue Plan (ARP) funds to the Blue-Spotted Salamander Drain Drainage District (the “Drainage District”) for the purposes of locating, establishing, and constructing the Blue-Spotted Salamander Drain (the “Drain”), located in Alaiedon Township and Delhi Charter Township.

In September 2009, I received a petition requesting the locating, establishing, and constructing of the Drain. The petition submitted is intended to address drainage problems and periodic flooding experienced in the Drainage District. On October 29, 2009, the petition was found necessary by a statutory Board of Determination. The construction of the Drain was substantially completed in 2017, however additional drainage concerns have arisen within the Drainage District, resulting in necessary additions to the project design and construction. The contractor who won the original bid has agreed to continue the project with a change order.

Although over \$100,000 of bond proceeds remained before the additional work was designed, that will not be sufficient to complete the work. A budget sheet from the engineers, CEI, is attached to this memorandum. I am hoping to acquire the requested ARP funds to avoid an unnecessary petition process to complete the work. A petition process, although quickened by the fact that the project is now fully designed, cannot result in construction before 2022, whereas the contractor who won the bid on the original project is able to complete the project this fall. New administrative and procedural costs will increase the overall project cost, as will the necessity of new bidding. A new apportionment of benefits will be required, putting all property owners and at-large entities at risk of paying more.

A further consideration is that while bond proceeds are usable to improve drainage, if they are not so used, they become maintenance money once the project has ended. Without ARP funds, the bond proceeds revert to being usable for maintenance at a rate of \$5,000 per mile of drain per year. While that defers new maintenance assessments to the taxpayers, it does nothing to improve this deteriorated infrastructure.

Thank you for consideration of my request. I will be in attendance at your August 2021 Committee meetings to answer any questions you might have regarding my request. It is an honor and a privilege to serve the citizens, municipalities, and businesses of Ingham County.



BLUE SPOTTED SALAMANDER DRAIN (B31-57) ADDITIONAL PROJECT COST SUMMARY FOR CHANGE ORDER NO. 7



ICDC Project #
B31-57

CEI Project #
201003

A flooding issue pointed out by a citizen along College Road at the end of the initial construction of this petitioned drain improvement project has revealed the need to perform more work. Old pipe along College Road is in very poor condition and existing pipe at Cedar Street was placed too high to properly drain the area. New pipe at proper grade needs to be placed to solve this issue. Extending the existing contract with the original Contractor is the most cost effective and quickest way to do this additional work. The following Additional Project Cost Summary was prepared to explain the budget for this change order.

LAST MODIFIED
8/10/2021

TOTAL COST OF CONSTRUCTION: \$ 172,378.53
TOTAL PROJECT COST: \$ 260,000.00

SECTION	TITLE	COST	SUB-SECTION TOTAL	SECTION TOTAL
1	Layout and Design			
	• Design Engineering			
	o Civil Engineers, Inc. (CEI)	\$ 26,616.50		
	Total Design Engineering - To Date		\$ 26,616.50	
	Total Layout and Design			\$ 26,616.50
2	Locating and Establishing Drain			
	• ICDC Staff	\$ 4,282.33		
	Total ICDC Staff		\$ 4,282.33	
	• Project Oversight (ICDC)			
	o Deputy	\$ 500.50		
	o Project Manager & APA Compliance	\$ 38.50		
	Total Project Oversight (ICDC)		\$ 539.00	
	• Easements			
	o Engineering - CEI	\$ 1,863.75		
	o Attorney	\$ 832.00		
	o Recording Fees	\$ 90.00		
	Total Easements		\$ 2,785.75	
	• ICRD Coordination			
	o CEI - Permitting	\$ 422.50		
	Total ICRD Coordination		\$ 422.50	
	• Locating and Site Pre-Conditions			
	o Mapping	\$ 4,640.00		
	Total Locating and Site Pre-Conditions		\$ 4,640.00	
	Total Locating and Establishing Drain			\$ 12,669.58
3	Construction - Change Order No. 7			
	• Bridges and Culverts	\$ 5,950.00		
	• Drain Improvement Construction	\$ 150,757.75		
	Total Change Order No. 7 Construction		\$ 156,707.75	
	• Inspection			
	o CEI	\$ 25,000.00		
	o Admin & Construction Engineering	\$ 10,690.86		
	Total Inspection		\$ 35,690.86	
	• Surveying & Staking			
	o CEI	\$ 2,000.00		
	Total Surveying & Staking		\$ 2,000.00	
	• Geotechnical Testing			
	o Testing Services	\$ 1,000.00		
	Total Geotechnical Testing		\$ 1,000.00	
	• Monitoring - Michigan Fair Labor	\$ 500.00		
	Total Monitoring		\$ 500.00	
	Total Construction			\$ 195,898.61
4	Legal Fees			
	• General Counsel			
	o Legal Advisor	\$ 1,178.95		
	Total General Counsel		\$ 1,178.95	
	Total Legal Fees			\$ 1,178.95
	Subtotal			\$ 236,363.64
	Contingency - 10.00%			\$ 23,636.36



BLUE SPOTTED SALAMANDER DRAIN (B31-57)
ADDITIONAL PROJECT COST SUMMARY
FOR CHANGE ORDER NO. 7



SECTION	TITLE	COST	SUB-SECTION TOTAL	SECTION TOTAL
	Total Project Costs			\$ 260,000.00

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ALLOCATE \$150,000 IN AMERICAN RESCUE PLAN FUNDS
TO FUND THE LOCATING, ESTABLISHING, AND CONSTRUCTING OF THE
BLUE-SPOTTED SALAMANDER DRAIN**

WHEREAS, on September 29, 2009, property owners in filed a petition with the Ingham County Drain Commissioner for the locating, establishing, and constructing of the Blue-Spotted Salamander Drain and recognizing that said locating, establishing, and constructing are necessary and conducive for public health, convenience, or welfare; and

WHEREAS, on October 29, 2009, a Board of Determination did determine and order that the locating, establishing, and constructing of the Blue-Spotted Salamander Drain was necessary and conducive to public health, convenience, or welfare and further necessary for the protection of the public health of Alaiedon Township and Delhi Charter Township; and

WHEREAS, the construction of the Blue-Spotted Salamander Drain was substantially completed in 2017, however, additional concerns have been brought to the attention of the Ingham County Drain Commissioner, prompting the need for a new engineering firm to design and implement a solution through a change order to the original contract; and

WHEREAS, the Blue-Spotted Salamander Drain project now includes the replacement of existing storm sewers and drive culverts, eliminating stormwater back up situations, the installation of new storm sewer to connect to existing storm sewer to take drainage to an existing swale, and the construction of infiltration swales to promote water quality benefits; and

WHEREAS, the design change and change order has resulted in additional costs of approximately \$260,000 while the drainage fund for the Blue-Spotted Salamander Drain project contains approximately \$110,000 from bond proceeds, leaving a budget shortfall of approximately \$150,000; and

WHEREAS, if the additional design changes must be bid, the Blue-Spotted Salamander Drain project will be adversely affected by the national labor and material shortages and resulting cost increases; and

WHEREAS, on March 11, 2021 the H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021, became a law; and

WHEREAS, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19); and

WHEREAS, Ingham County will receive \$56,796,438 in American Rescue Plan funds in two separate tranches of \$28,398,219; and

WHEREAS, the First Tranche Amount was received on May 20, 2021 and the Second Tranche Amount will be received no earlier than 12 months after the first tranche payment is received; and

WHEREAS, under Section 603(c)(1)(D) of the American Rescue Plan, an eligible use of funds includes making necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the national labor and material shortages and resulting cost increases will negatively affect the Blue-Spotted Salamander Drain and the Ingham County Drain Commissioner's ability to cost effectively complete the locating, establishing, and constructing the Blue-Spotted Salamander Drain that is necessary for the protection of the public health of Alaiedon Township and Delhi Charter Township.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes funding from Ingham County's allocation from the American Rescue Plan in an amount not to exceed \$150,000 to assist in the completion of the locating, establishing, and constructing the Blue-Spotted Salamander Drain that is necessary for the protection of the public health of Alaiedon Township and Delhi Charter Township.

Agenda Item 2b

To: County Services Committee and Finance Committee

From: Patrick E. Lindemann, Ingham County Drain Commissioner

Re: Resolution for Endorsement of Request for State and Federal COVID-19 Relief and Infrastructure Funds for Montgomery Drain

Date: August 10, 2021

I am requesting that the Ingham County Board of Commissioners endorse my request for state and federal funds authorized through the federal American Rescue Plan and the Infrastructure Investment and Jobs Act's Clean Water Infrastructure Resiliency and Sustainability Program to the Montgomery Drain Drainage District (the "Drainage District") for the purposes of maintenance and improvement of the Montgomery Drain (the "Drain"), located in the City of Lansing, City of East Lansing, and Lansing Charter Township.

In May 2014, I received a petition requesting the maintenance and improvement of the Drain. The petition submitted is intended to address public health concerns from pollution experienced in the Drainage District by utilizing natural and engineered green infrastructure and the reclamation and reuse of stormwater. The construction of the project is currently underway; however, the project progress has been adversely affected by the national labor and material shortages. I am hoping to acquire approximately \$10 million in state and federal funds necessary to achieve the project goals of pollution control and infrastructure improvement, and also to avoid further assessments to the local governmental units liable to pay for the drain and to their citizens.

Thank you for consideration of my request. I will be in attendance at your August 2021 Committee meetings to answer any questions you might have regarding my request.

It is an honor and a privilege to serve the citizens, municipalities, and businesses of Ingham County.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENDORSE DRAIN COMMISSIONER’S REQUEST FOR STATE AND FEDERAL COVID-19 RELIEF AND INFRASTRUCTURE FUNDS TO FUND THE MAINTENANCE AND IMPROVEMENTS TO MONTGOMERY DRAIN THAT ARE NECESSARY FOR PUBLIC HEALTH

WHEREAS, on May 27, 2014, the Ingham County Board of Commissioners adopted Resolution #14-208, authorizing the filing of a petition with the Ingham County Drain Commissioner for maintenance and improvements to the Montgomery Drain and recognizing that said maintenance and improvements are necessary for the public health; and

WHEREAS, the Montgomery Drain project, once completed, is estimated to eliminate the discharge of approximately 50,000 to 75,000 pounds of pollutants that enter the Red Cedar River on an annual basis; and

WHEREAS, after project delays COVID-19, the maintenance and improvements to the Montgomery Drain are currently being constructed; and

WHEREAS, the Montgomery Drain project has been adversely affected by the national labor and material shortages and resulting cost increases; and

WHEREAS, due to the additional cost incurred as a result of the COVID-19 pandemic, the project requires approximately \$10 million in additional funds to achieve near-elimination of the discharge of pollutants into the Red Cedar River, and to avoid further assessments to the local governmental units liable to pay for the drain and to their citizens; and

WHEREAS, on March 11, 2021 the H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021, became a law; and

WHEREAS, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19); and

WHEREAS, under Section 603(c)(1)(D) of the American Rescue Plan, an eligible use of funds includes making necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, H.R. 3684 of the 117th Congress is currently being considered by the United States Senate and when signed into law will be known as the Infrastructure Investment and Jobs Act of 2021; and

WHEREAS, Section 223 of the Infrastructure Investment and Jobs Act, “Clean Water Infrastructure Resiliency and Sustainability Program”, contains provisions for funding of stormwater management by increasing watershed preservation and protection through the use of natural and engineered green infrastructure and the reclamation and reuse of stormwater; and

WHEREAS, the Montgomery Drain project includes the use of natural and engineered green infrastructure and the reclamation and reuse of stormwater; and

WHEREAS, the national labor and material shortages and resulting cost increases have negatively affected the bids and other costs of the improvements to the Montgomery Drain and the Montgomery Drain Drainage Board's ability to cost effectively construct the maintenance and improvements necessary for the public health of Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners endorses and supports the Montgomery Drain Drainage Board's request for state and federal funding under the American Rescue Plan and Infrastructure Investment and Jobs Act to assist in the completion of maintenance and improvements to the Montgomery Drain that are necessary for the public health of Ingham County.

**INGHAM COUNTY
POOLED CASH AND INVESTMENTS
JUNE 30, 2021**

	PURCHASE DATE	MATURITY	INTEREST RATE	BALANCE JUNE 30, 2021
OPERATING BANK ACCOUNTS				35,103,172.09
CERTIFICATES OF DEPOSIT				
LAFCU	12/27/2020	12/27/2023	0.70	1,014,867.19
LAFCU	12/27/2019	12/27/2022	2.15	1,000,000.00
MSUFCU	12/22/2020	12/22/2023	0.80	1,000,000.00
MSUFCU	12/22/2020	12/22/2024	0.90	500,000.00
MSUFCU	6/2/2021	6/2/2025	1.10	1,000,000.00
MSUFCU	12/26/2018	12/26/2021	3.01	1,000,000.00
MSUFCU	3/4/2019	3/4/2022	3.01	1,000,000.00
MSUFCU	7/1/2019	7/1/2022	2.76	1,000,000.00
MSUFCU	7/2/2020	7/2/2024	1.25	1,000,000.00
CHOICE ONE BANK	11/14/2020	11/14/2021	0.26	1,000,000.00
CIBC	8/18/2020	8/18/2021	0.40	1,000,000.00
CIBC	9/14/2020	9/17/2021	0.33	1,500,000.00
LEVEL ONE BANK	8/17/2020	2/17/2022	0.40	1,000,000.00
HORIZON BANK	5/27/2020	9/27/2021	0.58	1,000,000.00
INDEPENDENT BANK	6/25/2021	6/25/2022	0.15	2,000,000.00
INDEPENDENT BANK	9/28/2020	9/17/2021	0.20	2,000,000.00
FLAGSTAR BANK	8/18/2020	2/18/2022	0.40	1,000,000.00
FLAGSTAR BANK	9/30/2020	10/15/2021	0.27	3,000,000.00
FLAGSTAR BANK	9/30/2020	6/15/2022	0.35	4,000,000.00
FNB BANK	10/8/2020	9/8/2022	0.55	1,000,000.00
FNB BANK	7/9/2019	7/9/2021	2.00	1,000,000.00
TOTAL CERTIFICATES OF DEPOSIT				28,014,867.19
RESERVE AND SAVINGS				
LAFCU			0.25	187,537.04
MSUFCU			0.16	381,374.23
DART			0.25	1,808,128.75
DART				200,000.00
SMALL ACCOUNTS				32.19
MICHIGAN CLASS				60,893,373.28
TOTAL RESERVE AND SAVINGS				63,470,445.49

FEDERAL AGENCY COUPON SECURITIES

Federal Farm Credit Bank	9/2/2020	8/25/2025	0.61	1,000,135.56
Federal Farm Credit Bank	10/1/2020	4/8/2022	0.14	3,000,000.00
Federal Farm Credit Bank	11/19/2020	11/24/2025	0.60	2,000,000.00
Federal Farm Credit Bank	6/2/2021	6/2/2031	1.98	1,000,000.00
Federal Home Loan Mort Corp	9/2/2020	3/17/2025	0.50	1,000,000.00
Federal Home Loan Mort Corp	9/10/2020	9/15/2023	0.30	1,000,000.00
Federal Home Loan Mort Corp	9/10/2020	6/24/2024	0.41	1,000,000.00
Federal Home Loan Mort Corp	9/14/2020	9/30/2025	0.60	1,000,000.00
Federal Home Loan Bank	9/28/2020	10/5/2022	0.17	10,000,000.00
Federal Home Loan Bank	11/19/2020	12/1/2027	0.90	2,000,000.00
Federal Home Loan Mort Corp	10/8/2020	10/28/2026	0.75	1,000,000.00
Federal Home Loan Mort Corp	11/19/2020	5/28/2026	0.65	1,000,000.00
Federal Home Loan Bank	1/27/2021	1/29/2027	0.80	1,000,000.00
Federal Home Loan Bank	1/28/2021	11/17/2028	1.00	1,000,000.00
Federal Home Loan Bank	2/17/2021	2/22/2030	1.43	1,000,000.00
Federal Home Loan Bank	2/25/2021	9/17/2026	1.00	1,000,000.00
Federal Home Loan Bank	2/25/2021	3/3/2028	1.34	1,000,000.00
Federal Home Loan Bank	2/25/2021	3/10/2031	2.00	1,000,000.00
Federal Home Loan Bank	3/8/2021	3/30/2028	1.50	1,000,000.00
Federal Home Loan Bank	3/12/2021	3/29/2029	1.00	2,000,000.00
Federal Home Loan Bank	3/24/2021	3/30/2026	0.38	1,000,000.00
Federal Home Loan Bank	4/15/2021	7/15/2024	0.45	1,000,000.00
Federal Home Loan Bank	6/15/2021	6/15/2027	1.25	1,000,000.00
Federal Home Loan Bank	6/30/2021	6/30/2026	1.05	5,000,000.00
Federal Farm Credit Bank	3/30/2020	3/30/2027	1.55	2,000,000.00

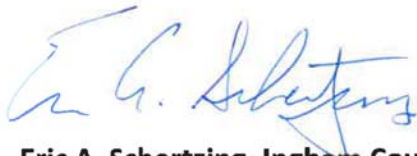
TOTAL FED AGENCY COUPON SECURITIES**44,000,135.56****COMMERCIAL PAPER**

ABN AMBRO FUNDING USA	5/28/2021	2/17/2022	0.12	4,995,583.30
AT&T INC	2/9/2021	8/17/2021	0.26	4,993,175.00
ASB FINANCE LTD LONDON	4/14/2021	11/12/2021	0.16	4,995,266.64
BANCO SANTANDER	5/28/2021	1/20/2022	0.15	4,995,062.50
DOMINION ENERGY INC	5/3/2021	7/19/2021	0.20	4,997,861.00
KEURIG DR PEPPER INC	5/24/2021	12/1/2021	0.19	4,994,959.72
LVMH MOET HENNESSY VUITTON	12/17/2020	10/22/2021	0.21	1,996,394.66
WALGREENS BOOT ALLIANCE	5/3/2021	7/7/2021	0.20	4,998,104.20

TOTAL COMMERCIAL PAPER**36,966,407.02**

MUNICIPAL BONDS

South Lyon Community Schools	5/15/2013	5/1/2022	2.69	302,625.00
State of Michigan A REG	6/19/2017	11/1/2022	1.97	709,669.97
Houghton-Portage Twp Schs	6/21/2016	5/1/2025	2.70	201,666.00
Ionia School District	3/22/2017	5/1/2025	2.20	235,884.12

TOTAL MUNICIPAL BONDS**1,449,845.09****TOTAL POOLED INVESTMENTS****173,901,700.35****TOTAL POOLED CASH AND INVESTMENTS****209,004,872.44****Eric A. Schertzing, Ingham County Treasurer**

TO: Board of Commissioners - Law & Courts and Finance Committees

FROM: *Morgan E. Cole, Probate Court Administrator/Register*

DATE: *July 23, 2021*

SUBJECT: *Request for Contingency Funds for Temporary Wages and Visiting Judge Fees*

BACKGROUND

For the 2021 budget allocation, the Ingham County Probate Court was not allocated any funding for controllable line-items #705000 – Temporary Wages, and #861020 – Visiting Judge Fees. The Probate Court is limited with judicial office support staff coverage as the Probate Court only has one Court Officer/Research Clerk (“Probate Law Clerk”) position, which is shared between two Probate Judges, whom is responsible to provide coverage for two judicial assistants. When a Probate Judge is on the bench, then the Probate Law Clerk is in the courtroom and unable to provide coverage to the either of the Probate Court judicial assistants. The Probate Court is also limited with judicial coverage as there are only two Probate Judges – who cover for each other and any judicial absence or backlog requires the need of a visiting judge. The Probate Court has demonstrated an immediate need for this temporary staffing when staff are absent in order to operate and maintain the Probate Court docket, especially post COVID-19, and to meet its statutorily required duties. The Probate Court seeks this funding increase to begin immediately, at a total cost of \$5,000 for the remainder of 2021 – with \$4,200 allocated to line-item #705000 – Temporary Wages as well as \$800 allocated to line-item #861020 – Visiting Judge Fees, with funding to come from the 2021 contingency account.

ALTERNATIVES

Increase of comp time and over time compensation. Decrease in staff morale and potential employee turnover due to increased workload. Other options would be to pay mandatory over-time. Further, mandatory over-time on existing staff would create potential animosity and exhaustion as we are just digging out from the pandemic. The Probate Court could cancel or reschedule pending trials until full staffed.

FINANCIAL IMPACT

The financial cost will be \$5,000 for the remainder of 2021, with the funding to come from 2021 contingency account. Granting this request, will reduce the number of hours to be paid for comp time/over time for our current full-time employees.

OTHER CONSIDERATIONS

The Controller’s Office was consulted and supports using funds from the contingency account for this request. In addition, Human Services was notified.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support that the Ingham County Board of Commissioners approve allocating \$5,000 from 2021 contingency fund for the reasons stated above.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE USE OF CONTINGENCY FUNDS FOR TEMPORARY WAGES
AND VISITING JUDGE FEES**

WHEREAS, for the 2021 budget allocation, the Ingham County Probate Court was not allocated any funding for controllable line-items #705000 – Temporary Wages and #861020 – Visiting Judge Fees; and

WHEREAS, the Probate Court is limited with judicial office support staff coverage as the Probate Court only has one Court Officer/Research Clerk (“Probate Law Clerk”) position which is shared between two Probate Judges, who is responsible to provide coverage for two judicial assistants; and

WHEREAS, when a Probate Judge is on the bench, then the Probate Law Clerk is in the courtroom and unable to provide coverage to either of the Probate Court judicial assistants; and

WHEREAS, the Probate Court is also limited with judicial coverage as there are only two Probate Judges who cover for each other and any judicial absence or backlog requires the need of a visiting judge; and

WHEREAS, the Probate Court has demonstrated an immediate need for this temporary staffing when staff are absent in order to operate and maintain the Probate Court docket, especially post COVID-19, and to meet its statutorily required duties; and

WHEREAS, the Probate Court wishes to request this funding increase to begin immediately, at a total cost of \$5,000 for the remainder of 2021 – with \$4,200 allocated to line-item #705000 – Temporary Wages, as well as \$800 allocated to line-item #861020 – Visiting Judge Fees, with funding to come from the 2021 contingency account; and

WHEREAS, the Controller’s Office was consulted and is in support of such request and Human Resources was also notified.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves increased funding in the amount of \$5,000 for the reasons stated above, to be funded from the 2021 contingency account.

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

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Mike Cheltenham, Chief Assistant Prosecuting Attorney

DATE: August 2, 2021

SUBJECT: Resolution to Authorize an Agreement between the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office under the 2022FY STOP Violence against Women Grant
For the August 12th and August 18th Agendas

BACKGROUND

The Michigan Department of Health and Human Services (MDHHS) has awarded the Ingham County Prosecutor's Office (ICPO) a grant for up to \$104,215 under the Services, Training, Officers, and Prosecutors (STOP) Violence against Women Act of 1994. This is the third year that ICPO has received the grant. The STOP Grant is awarded to county prosecutors to develop and strengthen the criminal justice system's response to violence against women. This particular grant is for a focused, coordinated, and multidisciplinary approach to holding domestic violence offenders accountable. To that end, ICPO has collaborated with the Lansing Police Department (LPD) and the 54-A District Court to accomplish the goals of this grant. Under this grant, ICPO currently employs a full-time assistant prosecuting attorney assigned solely to the prosecution of domestic violence and intimate partner violence.

ALTERNATIVES

None.

FINANCIAL IMPACT

The STOP grant award is for a total of \$138,953. However, actual funding is \$104,215 for the salary and benefits of the full-time assistant prosecuting attorney assigned to the grant. There is an "in kind" contribution requirement of ICPO for \$34,738 that will be accomplished by matching salaries and fringes of supervising attorneys for the project. Hence, the total value of the agreement is \$138,953. There is no monetary contribution required of the county.

OTHER CONSIDERATIONS

The grant requires meaningful coordination and collaboration with other criminal justice agencies. To accomplish this goal, the 54-A District Court, LPD, and ICPO have engaged in a "focused deterrence" approach for domestic violence offenders in the city of Lansing. Focused deterrence aims to deter acts of intimate partner violence by imposing specific sanctions for engaging in criminal acts and specific benefits for not offending.

RECOMMENDATION

Based on the information provided, I respectfully request approval of the attached resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT BETWEEN THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE INGHAM COUNTY PROSECUTORS OFFICE UNDER THE 2022 FY STOP VIOLENCE AGAINST WOMEN GRANT

WHEREAS, the Ingham County Prosecutor's Office (ICPO) has been approved to receive grant funds up to an amount of \$104,215 from the Services, Training, Officers, and Prosecutors (STOP) Violence Against Women Grant program administered by the Michigan Department of Health and Human Services (MDHHS) for the period of October 1, 2021 through September 30, 2022; and

WHEREAS, the primary goal of the STOP Grant is to develop and strengthen the criminal justice system's response to violence against women and to enhance victim services; and

WHEREAS, the total grant award of \$138,953 will be broken down as follows: \$104,215 of the grant award will fund the salary and fringe benefits for a full-time assistant prosecuting attorney dedicated to the prosecution of domestic violence and intimate partner violence; there is a \$34,738 in kind contribution requirement of ICPO which will be fulfilled by matching salary and fringe benefits from supervising attorneys for the grant; and

WHEREAS, in achieving the goals and objectives of the grant program the ICPO will work in collaboration with the 54-A District Court for the City of Lansing and the Lansing Police Department, both of whom also received grant awards under this program, to utilize a focused deterrence approach to the issue of domestic violence and intimate partner violence within the City of Lansing.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners has accepted \$138,953 awarded by the STOP Grant program which begins on October 1, 2021 and ends on September 30, 2022.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2022 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.

Agenda Item 6a

TO: Law & Courts, County Services and Finance Committees

FROM: Teri Morton, Deputy Controller

DATE: August 1, 2021

SUBJECT: Resolution to Authorize a Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA) and Ingham County to Provide Funding to Assist the County in Complying with the Compliance Plan and Cost Analysis Approved by MIDC and Creating Two New Grant Funded Positions

For the meeting agendas of August 12, 17 and 18

BACKGROUND

The Michigan Indigent Defense Commission (MIDC) has approved Ingham County's FY22 Compliance Plan Renewal for funding the Ingham County Public Defenders Office, which provides indigent defense and related services at the 30th Circuit Court, 54A District Court, 54B District Court, and the 55th District Court. This will be the fourth year of grant funding from the State of Michigan for the compliance plan, and will cover the time period October 1, 2021 through September 30, 2022.

The major changes in this year's grant over last year's is the addition of one Clerk - Public Defender position and a part-time Senior Assistant Public Defender position, both requested to address the adoption of Standard 5, "Independence from the Judiciary," which went into effect October 1, 2020.

FINANCIAL IMPACT

The 2021-2022 grant budget is \$6,479,321.17 including a local share of \$912,845.25. The local share will be split among Ingham County (\$874,787.25), the City of Lansing (\$21,771), and the City of East Lansing (\$16,287).

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of assuring fair and efficient judicial processing, specifically section A 2. (c) of the Action Plan – Develop an indigent defense services plan following guidelines issued by the State through the Michigan Indigent Defense Commission (MIDC).

OTHER CONSIDERATIONS

The newly created positions will be effective October 1, 2021. The new part-time Senior Assistant Public Defender position is classified as a Teamster Public Defender Grade 3 (salary range \$80,315.59 - \$96,400.88) and the Clerk – Public Defender is classified as UAW/TOPS Grade D (salary range \$33,709.94 - \$40,130.88).

The Cities of Lansing and East Lansing will continue to contribute their local share to the grant. Memorandums of Understanding between the County and the Cities will be brought before the Board of Commissioners for approval at a future round of committee meetings.

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 AUTHORIZE A GRANT BETWEEN THE STATE OF MICHIGAN,
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC), DEPARTMENT OF LICENSING AND
REGULATORY AFFAIRS (LARA), AND INGHAM COUNTY TO PROVIDE FUNDING TO ASSIST
THE COUNTY IN COMPLYING WITH THE COMPLIANCE PLAN AND COST ANALYSIS
APPROVED BY MIDC AND CREATING TWO NEW GRANT FUNDED POSITIONS**

WHEREAS, the Michigan Indigent Defense Commission (MIDC) approved Ingham County's Compliance Plan and Cost Analysis, which creates a Public Defenders Office administered by Ingham County to provide indigent defense and related services at the 30th Circuit Court, 54A District Court, 54B District Court, and the 55th District Court; and

WHEREAS, this plan was accepted and approved by Ingham County Board Resolution #17-445; and

WHEREAS, the Ingham County Public Defenders Office submitted a FY22 grant request which was accepted and approved by the State of Michigan, the Michigan Indigent Defense Commission (MIDC), and the Department of Licensing and Regulatory Affairs (LARA); and

WHEREAS, this grant includes the creation of a new Clerk - Public Defender position and a new part-time Senior Assistant Public Defender position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the Grant between the State of Michigan, Michigan Indigent Defense Commission (MIDC), Department of Licensing and Regulatory Affairs (LARA), and Ingham County to provide indigent defense and related services at the 30th Circuit Court, 54A District Court, 54B District Court, and the 55th District Court.

BE IT FURTHER RESOLVED, that the grant period is October 1, 2021 through September 30, 2022, and the budget is approved for an amount of up to \$6,479,621.17, including a local share of \$912,845.25.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the creation of one Clerk – Public Defender position (UAW/D) and one part-time Senior Assistant Public Defender (PD03) effective October 1, 2021.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary grant and contract documents on behalf of the County, after approved as to form by the County Attorney.

Agenda Item 6b

TO: Board of Commissioners Laws and Courts and Finance Committees

FROM: Russel Church, Chief Public Defender

DATE: August 3, 2021

SUBJECT: Authorization for the Office of the Public Defender to accept clothing donations
For the meeting agendas of August 12, 17, 18

BACKGROUND

Case law requires an incarcerated defendant should be dressed for trial in clothing that tries to avoid telegraphing to the jury they are in custody. Some defendants do not have resources or support people to ensure this happens. When that is the case, it is the obligation of the defense attorney to make sure the client is suitably dressed. Historically, the private attorneys have purchased clothing (from places like thrift stores and consignment stores) and they included the cost to the invoice they submitted for their services. The Office of the Public Defender is developing a lending closet of clothing for clients to wear for court appearances. In the long run, by re-using clothing we have collected we will save the county money. In addition to resolving this issue, it is not uncommon for incarcerated clients to find when they are released from confinement that they have lost everything. Since we are retaining clothes for court, we would like to also accept more casual clothing to give to clients who find themselves in this situation.

ALTERNATIVES

The office has an obligation to provide clothes for trial. The alternative is to purchase specific clothing for the client for each trial. This costs the county extra money both in making the purchase and having an employee shop for clothing during work time. The alternative to accepting casual clothes is to refer them to other community resources who may or may not be in a position to help.

FINANCIAL IMPACT

By keeping this lending closet, the County saves money. The Office of the Public Defender will rely on donations from private parties in order to support and supply this lending closet.

STRATEGIC PLANNING IMPACT

The two county strategic goals that are impacted would be quality services and creativity and innovation. Developing a trust relationship with the client is a paramount goal of the office in every case. The creativity and innovation stems from setting up a process that saves money while providing a needed service.

OTHER CONSIDERATIONS

First impressions matter. To the extent that we clothe the client suitably, it can have an admittedly small favorable impression on the jury. Making clothing available as part of the re-entry process reduces, by a little, the stress a client feels in trying to rebuild their life.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE OFFICE OF THE PUBLIC DEFENDER TO ACCEPT
DONATIONS OF CLOTHING FOR THEIR CLIENTS**

WHEREAS, the Office of the Public Defender represents many clients charged with crimes who are incarcerated at the time of their trial; and

WHEREAS, these clients do not always have people in the Ingham County area willing and able to help them with matters concerning their incarceration; and

WHEREAS, the appellate courts of the state have ruled that a criminal defendant must be clothed in “street clothes” and not jail uniforms when they appear in front of a jury; and

WHEREAS, it is ultimately the responsibility of the defense attorney to ensure the defendant appears before the court appropriately dressed; and

WHEREAS, the past practice was to purchase clothing and be reimbursed from county funds; and

WHEREAS, the Office of the Public Defender has begun the development of a clothing locker for this purpose and is periodically contacted by businesses and individuals that want to help indigent defendants; and

WHEREAS, additionally many clients lose most of all of their personal belongings while incarcerated and leave the jail with nothing but the clothes they were wearing when booked into the jail; and

WHEREAS, the ability of the Office of the Public Defender to share clothing they have on hand will help the client make a more successful re-entry into society.

THEREFORE BE IT RESOLVED, that the Ingham County Office of the Public Defender is authorized to accept donations of clothing from individuals and businesses for the purpose of maintaining a clothing locker for court and for assistance of clients in their re-entry into society.

BE IT FURTHER RESOLVED, that the Office of the Public Defender may provide such businesses and individuals with receipts acknowledging the donation but may not opine for tax purposes as to a market value of the clothing donation.

Agenda Item 7

TO: Board of Commissioners Human Services and Finance Committees
FROM: Lindsey McKeever, Fairgrounds Events Director
DATE: August 2, 2021
SUBJECT: Resolution to authorize a contract with Sterle Builders

BACKGROUND

The Fairgrounds is producing Jack O' Lanterns Unleashed in October 2021. In order to produce this show it needs to be professionally assembled and per the contract with Debbi Katz Productions, we are obligated to provide a team to assemble to show.

ALTERNATIVES

The Fairgrounds could rely on temporary labor.

FINANCIAL IMPACT

Assembly for Jack 'O Lanterns Unleashed has been budgeted in the 2021 operational budget. The contract will not exceed \$17,500.

STRATEGIC PLANNING IMPACT

This resolution supports the long term objective of providing recreational opportunities.

OTHER CONSIDERATIONS

Three companies were asked to supply a proposal for the assembly, Sterle Builders submitted the lowest quote.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH STERLE BUILDERS TO ASSEMBLE THE
JACK O' LANTERNS UNLEASHED DISPLAYS**

WHEREAS, the Ingham County Board of Commissioners approved Resolution #20-384 authorizing a contract with Debbi Katz Productions to produce a Halloween themed event called Jack O' Lanterns Unleashed at the Fairgrounds; and

WHEREAS, it is necessary to assemble the displays; and

WHEREAS, the setup and assembly of the displays requires skilled labor for the ten day build period; and

WHEREAS, after careful review of the quotes, the Fairgrounds Events Director recommends the contract be awarded to Sterle Builders in an amount not to exceed \$17,500 to assemble the Jack O' Lanterns Unleashed displays; and

WHEREAS, the funds for this contract are included in the Ingham County Fairgrounds operational budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Sterle Builders in an amount not to exceed \$17,500 for the assembly of Jack O' Lanterns Unleashed at the Ingham County Fairgrounds.

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

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 3, 2021
SUBJECT: Hawk Island Grant #LW26-01823
For the meeting agenda of 08/16/21 Human Services and 08/18/21 Finance

BACKGROUND

Board of Commissioners Resolution #19-117 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project at Hawk Island 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.

ALTERNATIVES

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The only alternative is to not accept the grant.

FINANCIAL IMPACT

There is \$317,100 available for this project in line item 228-62800-967000-TR059 (line item assigned to two Hawk Island grants #LW26-01823 and TF19-0116) which includes the following:

\$292,100 from the Ingham County Trails and Parks Millage approved in Board of Commissioners Resolution #19-047 and #19-117 for a local match,

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 in the amount of \$15,000 as approved in Board of Commissioners Resolution #19-047.

Fish Stocking: County staff would like to stock the pond with fish and believe it would enhance the proposed improvements in the amount of \$10,000 as approved in Board of Commissioners Resolution #19-047.

The DNR provided notice the grant will be awarded in the amount of \$292,100. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$292,100 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR059 for a total a project cost of \$609,200.

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 supported this resolution with the passage of a motion at their July 26, 2021 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.



Michigan Department of Natural Resources - Grants Management
**LAND AND WATER CONSERVATION FUND
DEVELOPMENT PROJECT AGREEMENT**

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning*

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act 59 of 2, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Hawk Island Park Improvements **Project Number:** 26-01823

Amount of grant: \$292,100.00 50% **PROJECT TOTAL:** \$584,200.00

Amount of match: \$292,100.00 50%

Start Date: Date of Execution by DEPARTMENT **End Date:** 02/19/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 05/13/2021, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number 26-01823 uploaded to MiRecGrants and the Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT. Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the provisions in APPENDIX D will prevail.
4. The time period allowed for project completion is from 07/15/2021 through 02/19/2024, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 6' wide or more
Bench(es)
Boat Dock
Canoe/Kayak Launch or Ramp
Fence
Grill(s)
Landscaping

Paved ADA Parking Space(s)
Picnic Table(s)
Shelter
Signage
Trash Bin(s)
Permit Fees

7. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%) of Five Hundred and Eighty-Four Thousand Two Hundred dollars (\$584,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred and Ninety-Two Thousand One Hundred dollars (\$292,100.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

8. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Two Hundred and Ninety-Two Thousand One Hundred dollars (\$292,100.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not

- limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - f. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
 10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
 - a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has

- begun.
- c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 5/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.
12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
14. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
- c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
19. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
23. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.

29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
- Terminate this Agreement; and/or
 - Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - Require repayment of grant funds paid to GRANTEE; and/or
 - Require specific performance of the Agreement.
30. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
31. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
32. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
33. The GRANTEE agrees not to discriminate against 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
34. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
36. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

APPENDIX D

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

G. Nondiscrimination

1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III-I herein.
2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Applicable Federal Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

-OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

-43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of

the Interior;

-A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

-A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project .

C. Project Execution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster

Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. Construction Contracted for by the State Shall Meet the Following Requirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. Lobbying with Appropriated Funds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. Debarment and Suspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) *Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

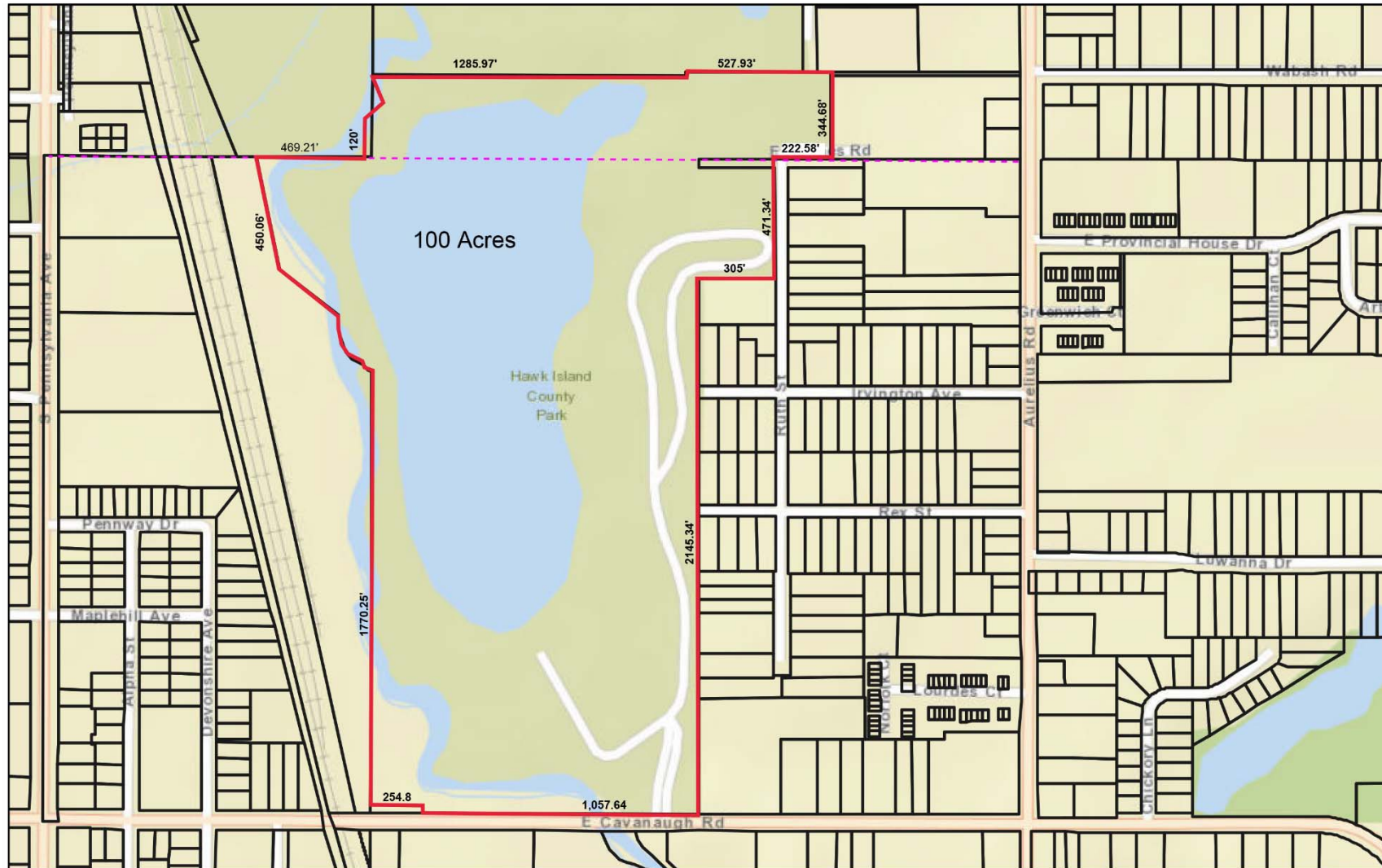
The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

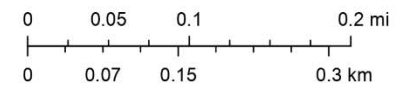
(1) *The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

(2) *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

Revised 10/01/2008



1:9,028



Signature

Date

8/3/21

----- Section Line

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

City of Lansing
Michigan State University, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

LEGAL DESCRIPTION
Hawk Island Park
Ingham County, Michigan
LWCF 26-10823

PARCEL 1

That part of the Southeast 1/4 of Section 27 and the North 1/2 of Section 34, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South line of the Northeast 1/4 of Section 34 at a point North 89°52'30" West 1,316.20 feet from the East 1/4 corner of Section 34; thence continuing along said South line North 89°52'30" West 1,057.64 feet; thence parallel with the North-South 1/4 line of Section 34 North 00°05'26" West 33.00 feet; thence North 89°52'30" West 254.80 feet to said North-South 1/4 line; thence along said 1/4 line North 00°05'26" West 1770.25 feet to a point 841.5 feet South of the North 1/4 corner of Section 34; thence parallel with the North line of the Northwest 1/4 of Section 34, North 89°55'43" West 15.00 feet to a point on the Easterly bank of the Sycamore Creek, said point being South 89°55'43" East 9 feet, more or less, from the waters edge; thence along an intermediate traverse line North 16°00'00" West 180.59 feet; thence continuing along said traverse line on the East side of the Sycamore Creek and the title line West of said creek North 53°31'41" West 384.93 feet; thence parallel with and 200 feet Easterly of (measured at right angles) the Easterly right of way line of the Michigan Central Railroad North 12°20'43" West 450.06 feet to the North line of said Northwest 1/4 of Section 34; thence South 89°55'43" East 469.21 feet to the North 1/4 corner of Section 34, (South 1/4 corner of Section 27); thence along the North-South 1/4 line of Section 27 North 00°04'19" East 120.00 feet to a point on the Southeasterly bank of said Sycamore Creek, said point being South 00°04'19" West 8 feet, more or less, from the waters edge; thence along an intermediate traverse line North 45°00'00" East 110.00 feet; thence continuing along said traverse line North 20°00'00" West 140.68 feet to a point South 89°57'33" East 12 feet, more or less, from said waters edge; thence along the North line of the South 330 feet of the West 1/2 of the Southeast 1/4 of Section 27 South 89°57'33" East 1,285.97 feet; thence along the Southerly projection of the West line of Goodhome Subdivision, recorded in Liber 9 of Plats, Page 5, Ingham County Records, North 00°03'22" East 14.38 feet to the Southwest corner of said Goodhome Subdivision; thence along the South line of said subdivision South 89°55'56" East 527.73 feet; thence South 00°04'52" West 344.68 feet to the South line of the Southeast 1/4 of Section 27; thence along said South line North 89°53'55" West 222.58 feet to the Northerly projection of the West Right of Way line of Ruth Street (platted as Donna Street) in Supervisor's Plat of Cherry Hill recorded in Liber 12 of Plats, Page 32, Ingham County Records; thence along said West line South 00°03'12" West 471.34 feet to the Southeast corner of Lot 86 of said Supervisor's Plat; thence North 89°53'55" West 305.00 feet to the Southwest corner of Lot 86; thence South 00°03'12" West 1,176.72 feet to the Southwest corner of said Supervisor's Plat and the Northwest corner of Supervisor's Plat of Cherry Hill No. 1, recorded in Liber 17 of Plats, Page 2, Ingham County Records; thence along the West line of said Supervisor's Plat South 00°09'16" East 998.62 feet to the point of beginning. ALSO all that land lying between the above described intermediate traverse line and the Easterly edge of the Sycamore Creek.

Paid THRU 1994
All Taxes

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT FOR A
LAND AND WATER CONSERVATION FUND GRANT FOR HAWK ISLAND PARK**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$292,100 for the grant application titled Hawk Island Park Improvements #26-01823 to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements, located in Lansing; and

WHEREAS, these improvements will include 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 required matching funds of \$292,100 will come from previously appropriated County funds reserved for this purpose as required by the Project's Grant Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #26-01823 for accessibility improvements at Hawk Island Park as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide three hundred seventeen thousand and one hundred (\$317,100) dollars to match the grant authorized by the Department, (of which \$292,100 is required by the Project's Grant Agreement and authorizes an additional \$15,000 for the topographic survey and \$10,000 for fish stocking totaling \$317,100).
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the project amount of \$292,100 from the Michigan Department of Natural Resources be available in line item 228-62800-967000-TR059.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 3, 2021
SUBJECT: Lake Lansing Park South Grant #26-01820
For the meeting agenda of 08/16/21 Human Services and 08/18/21 Finance

BACKGROUND

Board of Commissioners Resolution #19-120 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project at Lake Lansing Park South will provide accessibility improvements throughout the park. These improvements 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, and landscaping to include native plants and bio-swales.

ALTERNATIVES

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The only alternative is to not accept the grant.

FINANCIAL IMPACT

There is \$315,000 available for this project in line item 228-62800-967000-TR061 (line item assigned to two Lake Lansing South grants LW#26-07280 and TF19-0114) which includes:

\$300,000 from the Ingham County Trails and Parks Millage approved in Board of Commissioners Resolution 19-047 and 19-120 for a local match.

Other funds, not grant eligible, will be required to complete the project including a topographical survey in the amount of \$15,000 as approved in Board of Commissioners Resolution 19-047. The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

The DNR provided notice the grant will be awarded in the amount of \$300,000. This resolution authorizes the Controller/Administrator to transfer the rest of the project amount of \$300,000 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR061 for a total project cost of \$615,000.

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 supported this resolution with the passage of a motion at their July 26, 2021 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.



Michigan Department of Natural Resources - Grants
Management

**LAND AND WATER
CONSERVATION FUND
DEVELOPMENT PROJECT
AGREEMENT**

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.
CFDA 15.916, Outdoor Recreation, Acquisition, Development
& Planning*

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act **59 of 2**, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Lake Lansing Park South Improvements **Project Number:** 26-01820

Amount of grant: \$300,000.00 **50%** **PROJECT TOTAL:** \$600,000.00

Amount of match: \$300,000.00 50%

Start Date: 1 Date of Execution by DEPARTMENT **End Date:** 02/29/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by **09/07/2021**, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED _____

By [Print Name]: _____

Title: _____

Organization: _____

DUNS Number

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: _____

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

LWCF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, the development grant application bearing the number 26-**01820** uploaded to MiRecGrants and the Land and Water Conservation Fund Project Agreement General Provisions (APPENDIX D) are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants and Appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT. Commitments made by the DEPARTMENT to the SERVICE in APPENDIX D are binding upon the GRANTEE. In such cases where a provision of this AGREEMENT is in conflict with APPENDIX D, the provisions in APPENDIX D will prevail.
4. The time period allowed for project completion is from **07/09/2021** through **02/29/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.

Access Pathway 6' wide or more
Bench(es)
Landscaping

Paved ADA Parking Space(s)

Paved Parking Lot

Picnic Table(s)

Permit Fees

7. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%) of Six Hundred Thousand dollars (\$600,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
- b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty Percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor and/or force account time and attendance records.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
 - iv. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

8. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Three Hundred Thousand dollars (\$300,000.00)** in local match. This sum represents **Fifty Percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days of execution of this Agreement and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all overhead utility lines.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the

reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT , and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments . Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities
 - f. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement ; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof .
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT may reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund . The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
9. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
10. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement within **90 days of project completion and no later than 5/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
11. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding,

deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes pursuant to this Section may also require prior approval of the SERVICE.

12. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
13. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, or disability.
14. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
15. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
16. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee or otherwise or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT and the SERVICE.
17. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
 - c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
18. Should title to the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
19. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE

in developing the project site.

20. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
21. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
22. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended; or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
23. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
24. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts any of them may be liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
25. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
26. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
27. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
28. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this Agreement.
29. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

- c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
 - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
 - e. Require repayment of grant funds paid to GRANTEE; and/or
 - f. Require specific performance of the Agreement.
30. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
31. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement
32. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
33. The GRANTEE agrees not to discriminate against 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
34. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
35. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.
36. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is attached.

SAMPLE RESOLUTION

(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times in perpetuity.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _.

Signature

Title

APPENDIX D

LAND AND WATER CONSERVATION FUND PROJECT AGREEMENT GENERAL PROVISIONS

Part I - Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory which is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the following specific requirements and that it will further impose these requirements, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.
- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Section II.B above.

- D. The State agrees to comply with the policies and procedures set forth in Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a permanent record shall be kept in the participant's public property records and available for public inspection to the effect that the property described in the scope of the project agreement, and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Part III -I herein.
 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. ApplicableFederalCirculars

The State shall comply with applicable regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project, including:

-OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments;

-43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of

the Interior;

-A-87, Cost Principles for State, Local, and Indian Tribal Governments; and

-A-133, Audits of States, Local Governments, and Non-Profit Organizations.

B. ProjectApplication

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. ProjectExecution

1. The project period shall begin with the date of approval of the project agreement or the effective date of a waiver of retroactivity and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner in which event the project shall end on the date of completion or termination.
2. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible administrative expenses.
3. The State will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
4. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
5. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
6. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
7. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
8. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
9. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
10. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster

Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

11. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties .
12. The State will comply with "Minority Business Enterprises" and "Women's Business Enterprises" pursuant to Executive Orders 11625 and 12138 as follows:
 - (1) Place minority and women business firms on bidder's mailing lists.
 - (2) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
 - (3) Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms.
 - (4) The Department of the Interior is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The National Park Service Regional Offices will work closely with the States to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

13. The State will comply with the intergovernmental review requirements of Executive Order 12372.

D. ConstructionContractedforbytheStateShallMeettheFollowingRequirements:

1. Contracts for construction shall comply with the provisions of 43 CFR Part 12 (Administrative and Audit Requirements and Cost Principles for Assistance Programs, Department of the Interior).
2. No grant or contract may be awarded by any grantee, subgrantee or contractor of any grantee or subgrantee to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the State certifies that it will comply with debarment and suspension provisions appearing at Part III-J herein.

E. RetentionandCustodialRequirementsforRecords

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 43 CFR Part 12 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. State and local governments are authorized to substitute copies in lieu of original records.
4. The Secretary of the Interior and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts and transcripts.

F. ProjectTermination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the noncancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

G. LobbyingwithAppropriatedFunds

The State must certify, for the award of grants exceeding \$100,000 in Federal assistance, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. In compliance with Section 1352, title 31, U.S. Code, the State certifies, as follows:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. ProvisionofaDrug-FreeWorkplace

In compliance with the Drug-Free Workplace Act of 1988 (43 CFR Part 12, Subpart D), the State certifies, as follows:

The grantee certifies that it will or continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;*
- (2) The grantee's policy of maintaining a drug-free workplace;*
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and*
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;*

(c) Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and*
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;*

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or*
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;*

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The State must include with its application for assistance a specification of the site(s) for the performance of work to be done in connection with the grant.

I. CivilRightsAssurance

The State certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-1), which prohibits discrimination on the basis of race, color, or national origin; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et. seq.), which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, handicap or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the applicant. THE APPLICANT HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. THIS ASSURANCE shall apply to all aspects of the applicant's operations including those parts that have not received or benefited from Federal financial assistance.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date.

The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United State shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, and subrecipients and the person whose signature appears on the grant agreement and who is authorized to sign on behalf of the Applicant.

J. DebarmentandSuspension

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) *The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:*

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) *Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.*

The State further agrees that it will include the clause "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" appearing below in any agreement entered into with lower tier participants in the implementation of this grant. Department of Interior Form 1954 (DI-1954) may be used for this purpose.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions

(1) *The prospective lower tier participant certifies, by submission of this application that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*

(2) *Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application.*

6f(3) Boundary Map

Lake Lansing Park South Improvements LWCF 26-01820

Map Source: Ingham County GIS

30 Acres

Latitude/Longitude at park entrance: 42.757173 -84.408224

signature Timothy Morgan
Director of Parks
4/17/20
date



Lake Lansing Park South

Legal Description

LWCF 26-01820

The entire Block 1, plat of the Village of Nemoka, being part of the North $\frac{3}{4}$ of the East fractional $\frac{1}{2}$ of Section 10, T4N, R1W, Meridian Township, Ingham County, Michigan; Also: that part of the S.E. fractional $\frac{1}{4}$ of Section 3, T4N, R1W, Meridian Township, Ingham County, Michigan beginning at the intersection of the South section line and the centerline of Marsh Road, said intersection being S88° 36' 35" E 1109 feet from the South $\frac{1}{4}$ corner of Section 3; thence S 88° 36' 35" E along the section line 1032.83 feet to the shore of Lake Lansing; thence along the shoreline of Lake Lansing Northwesterly to the South line of Pike Street (this shore line being further described as meander lines N 34° 30' 35" W along the shore 121.50 feet; thence N 30° 20' 15" W along the shore 583.91 feet to the South line of Pike Street); thence N 87° 50' 35" W 946.28 feet to the centerline of Marsh Road; thence S 24° 14' 50" E 674.11 feet to the point of beginning.

As described in Warranty Deed between Lake Lansing Park, Inc., and Ingham County on July 10, 1974.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT FOR A
LAND AND WATER CONSERVATION FUND GRANT FOR LAKE LANSING PARK SOUTH**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Lake Lansing Park South Improvements #26-01820 to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements throughout the park for people of all abilities at Lake Lansing Park South, located in Meridian Township; and

WHEREAS, these improvements 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, and landscaping to include native plants and bio-swales; and

WHEREAS, the required matching funds of \$300,000 will come from previously appropriated County funds reserved for this purpose as required by the Project's Grant Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #26-01820 for accessibility improvements at Lake Lansing Park South as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide three hundred and fifteen thousand (\$315,000) dollars to match the grant authorized by the Department, (of which \$300,000 is required by the Project's Grant Agreement and authorizes an additional \$15,000 for the topographic survey totaling \$315,000).
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the project amount of \$300,000 from the Michigan Department of Natural Resources be available in line item 228-62800-967000-TR061.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract documents on behalf of the County after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 3, 2021
SUBJECT: Application to the Ingham County Trails and Parks Millage Fund for County Parks Projects
For the meeting agenda of 8/16/21 Human Services and 8/18/21 Finance

BACKGROUND

The Parks Department & Park Commission has identified three separate needs for improvements for the seventh round of the Trails and Parks Millage Fund Applications. Attached are the preliminary cost estimates for three grant applications:

- Hawk Island: Boardwalk Replacement, Phase 3 (Exhibit A)
- Lake Lansing North: Boardwalk Replacement, Phase 3 (Exhibit B)
- Lake Lansing North: Internal MSU to Lake Lansing Trail Connector (Exhibit C)

ALTERNATIVES

The Parks Department is seeking funding for these applications to the current Trails and Parks Millage Application Round. Currently there are not park funds available to do these projects.

FINANCIAL IMPACT

The Parks Department is requesting the Ingham County Board of Commissioners to authorize the use of \$1,114,100 from the Trails and Parks Millage fund balance, if these projects are selected for funding in the upcoming round of grant applications.

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 supported this resolution at their July 26, 2021 meeting.

RECOMMENDATION

Based on the information presented and direction from the Park Commission, I respectfully recommend approval of the attached resolution.

Ingham County Parks and Recreation Commission

Engineer's Opinion of Costs

20c0278

Hawk Island Boardwalk Replacement

Lansing, MI

July 2021

Phasing Options



ROWE PROFESSIONAL SERVICES COMPANY

540 South Saginaw Street Suite 200

Flint, MI 48502

Ph. (810) 341-7500

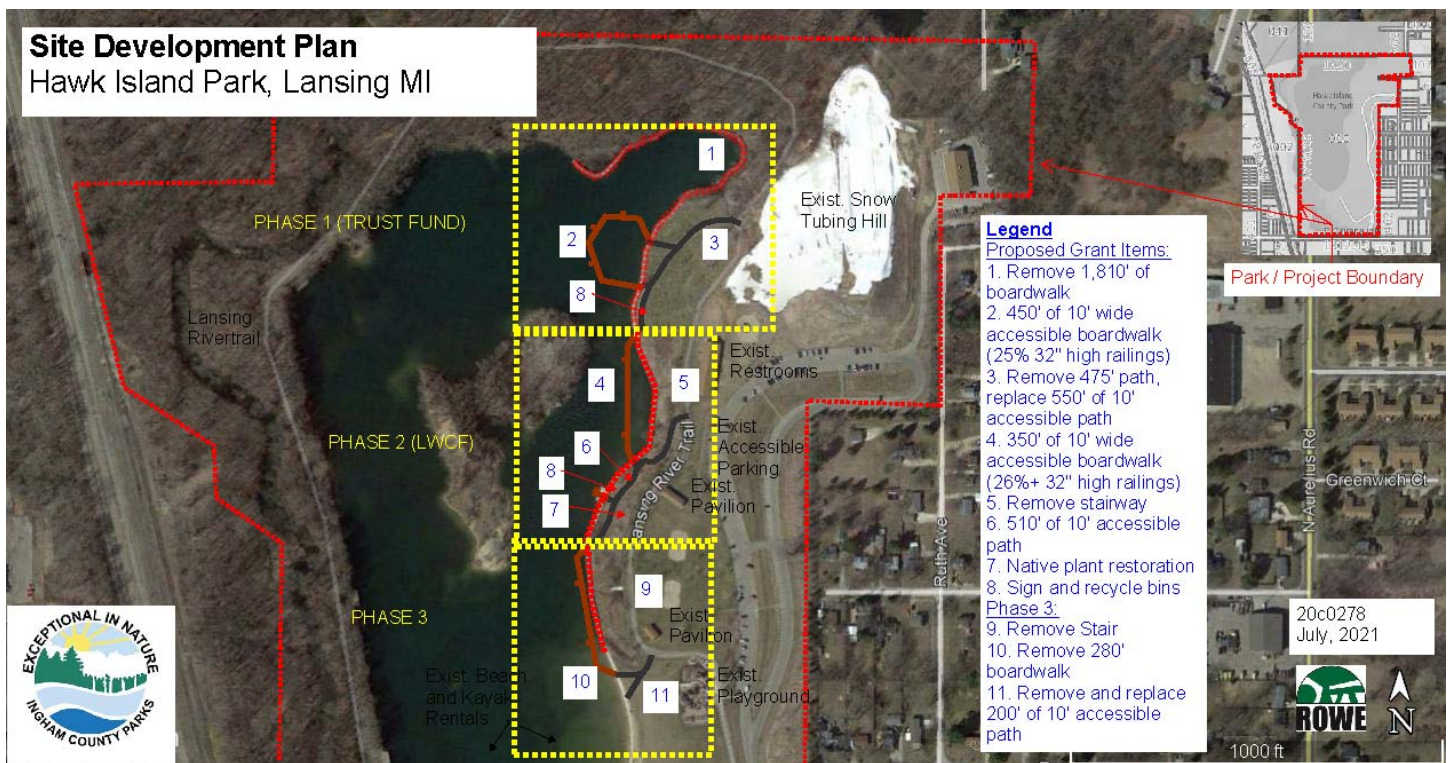
ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
Phase 3				
Misc Structure, Rem	280	LFT	\$ 65.00	\$ 18,200.00
Earthwork	1	LSUM	\$ 500.00	\$ 500.00
Floating Dock, FDS	380	Ft	\$ 760.00	\$ 288,800.00
Floating Dock, FDS Fishing Extensions	2	Ea	\$ 52,000.00	\$ 104,000.00
Silt Fence	100	Ft	\$ 3.00	\$ 300.00
Turbidity Curtain, Deep	30	lft	\$ 20.00	\$ 600.00
HMA, Path, 10' wide	215	Ft	\$ 51.00	\$ 10,965.00
Boardwalk Approach	2	Ea	\$ 9,000.00	\$ 18,000.00
Gangway, 20'x10' wide (3' water level variance)	2	Ea	\$ 12,000.00	\$ 24,000.00
Rip rap, Heavy	60	Syd	\$ 80.00	\$ 4,800.00
Turf Establishment	1	LSUM	\$ 1,000.00	\$ 1,000.00
Entrance Sign	1	LSUM		\$25,000
Electrical Service / Sign Lighting, allowance	1	LSUM		\$ 5,000
			Subtotal:	\$501,165.00
By County				
Interpretive Sign	1	Ea	\$ 2,000.00	\$ 2,000.00
Recycle bin	1	Ea	\$ 500.00	\$ 500.00
Bldg permit	1	LSUM	\$ 3,025.00	\$ 3,025.00
Sesc permit	1	LSUM	\$ 250.00	\$ 250.00
EGLE permit	1	LSUM	\$ 500.00	\$ 500.00
MDNR sign (use existing)	1	LSUM	\$ -	\$ -
			Subtotal:	\$6,275

Notes: Costs will vary with final design

Contingency is 15% plus 3% escalation per year for 2024 construction

Construction	\$507,440
Mobilization	\$25,372
Contingency	\$122,588
Project Subtotal	\$655,400
Engineering	
Project Total	\$655,400
 DNR Grant	 \$327,700
Millage	\$327,700

Site Development Plan Hawk Island Park, Lansing MI



**PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - BOARDWALK REPLACEMENTS
INGHAM COUNTY, MI**

GRAND TOTAL FOR ALL AREAS \$456,400.00

Non-Grant Funded Expenses

Topographical Survey \$15,000.00

GRAND TOTAL FOR ENTIRE PROJECT \$471,400.00

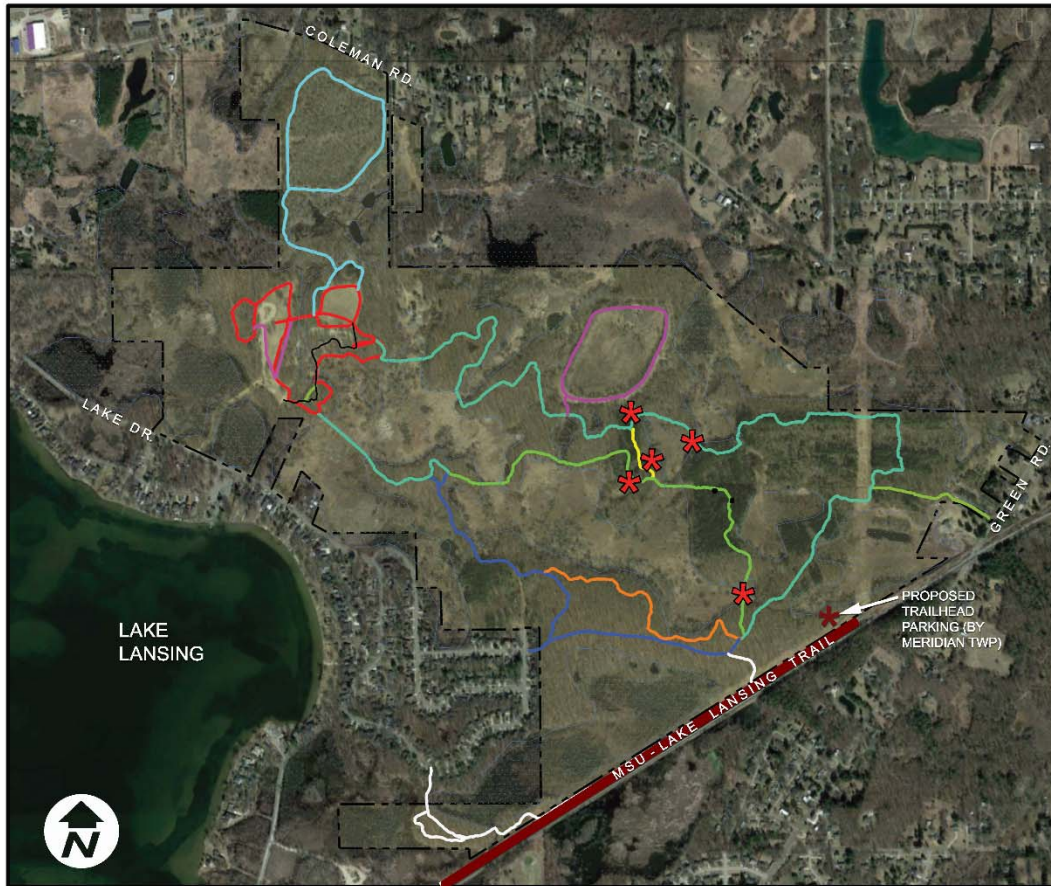
	<u>Grant Funds</u>	<u>Trails & Parks Millage</u>	<u>Total Project Cost</u>
<u>DNR GRANT:</u>	\$0	\$456,400	\$456,400
Match Percentage:	(0%)	(100%)	
<u>OTHER COSTS:</u>			
Topographical Survey	\$0.00	\$15,000	\$15,000
PROJECT TOTALS:	\$0	\$471,400	\$471,400

Local Match / Funding Sources:

Ingham County T&P Grants: \$471,400

**PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - BOARDWALK REPLACEMENTS
INGHAM COUNTY, MICHIGAN**

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	Lump Sum	Permits	\$5,000.00	\$5,000.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$10,200.00	\$10,200.00
3.	1	Lump Sum	Site Preparation/Excavation/Rough Grading	\$15,200.00	\$15,200.00
4.	2,310	Sq. Ft.	Remove Ex. Boardwalk	\$2.00	\$4,620.00
5.	3,696	Sq. Ft.	Boardwalk, complete replacement	\$75.00	\$277,200.00
7.	1	Each	Recycled Plastic Bench	\$1,500.00	\$1,500.00
11.	1	Each	Interpretive Sign	\$2,000.00	\$2,000.00
12.	1	Lump Sum	Landscaping (Native Plantings)	\$7,000.00	\$7,000.00
13.	1	Lump Sum	Site Restoration & Cleanup	\$12,700.00	\$12,700.00
14.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
15.	1	Lump Sum	Construction Staking & Material Testing	Allowance	\$9,400.00
SUBTOTAL					\$345,120.00
Contingency					\$51,780.00
Engineering (15%)					\$59,500.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$456,400.00



BOARDWALK REPLACEMENT Lake Lansing Park North



*** PROPOSED BOARDWALK
REPLACEMENTS**

Blue/Green Trail
Blue Trail
Green Trail
Black Trail
Orange Trail
Yellow Trail
Red Trail
Spills Trail
Trey Pond Trail
Shi Trails
Spencer Accessill
Ex. Paved Path

**JOB # 129934SG2021
DATE: JULY 22, 2021**



**PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - MSU to LAKE LANSING TRAIL CONNECTOR
INGHAM COUNTY, MI**

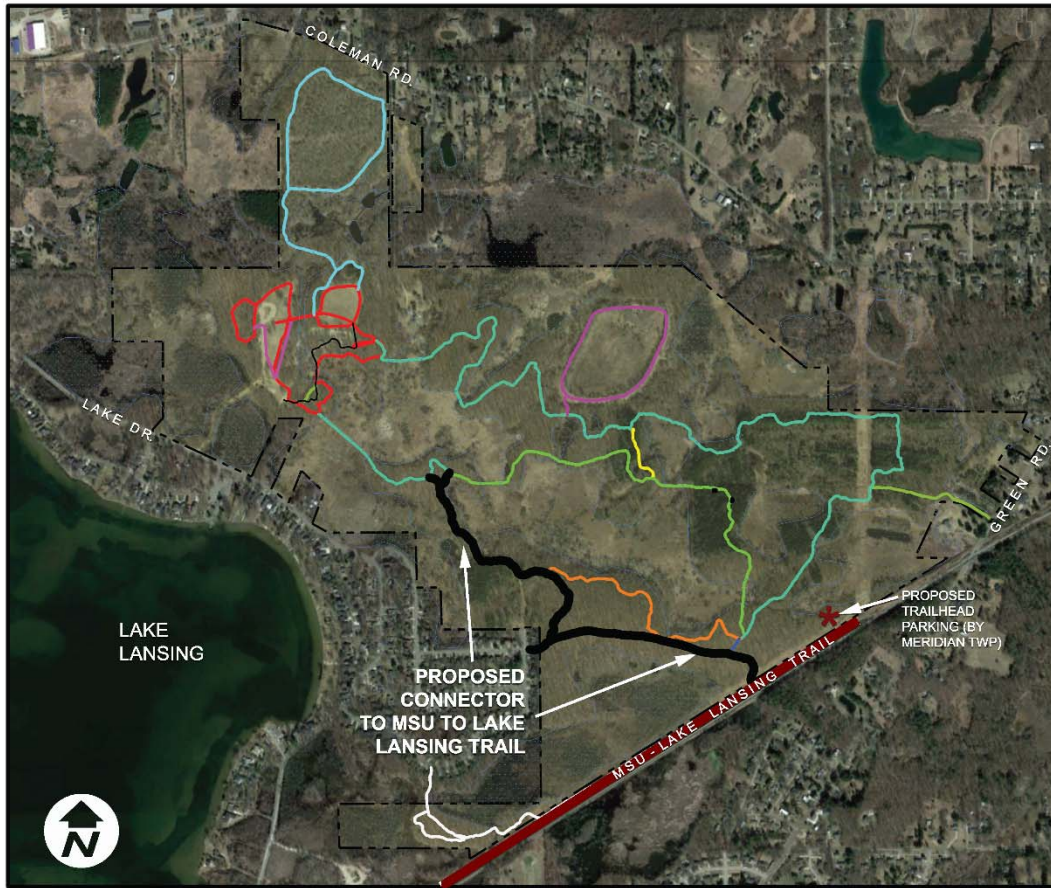
Project Total	\$600,000.00
<u>Non-Grant Funded Expenses</u>	
Topographical Survey	<u>\$15,000.00</u>
GRAND TOTAL FOR ENTIRE PROJECT	\$615,000.00

	<u>Grant Funds</u>	<u>Trails & Parks Millage</u>	<u>Total Project Cost</u>
<u>DNR GRANT:</u>	\$300,000	\$300,000	\$600,000
Match Percentage:	(50%)	(50%)	
<u>OTHER COSTS:</u>			
Topographical Survey	<u>\$0.00</u>	<u>\$15,000</u>	<u>\$15,000</u>
PROJECT TOTALS:	\$300,000	\$315,000	\$615,000

Local Match / Funding Sources:
Ingham County T&P Grants: \$315,000

PRELIMINARY ESTIMATE OF COST
LAKE LANSING PARK NORTH - MSU to LAKE LANSING TRAIL CONNECTOR
INGHAM COUNTY, MICHIGAN

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	Lump Sum	Permits	\$5,500.00	\$5,500.00
2.	1	Lump Sum	Soil Erosion and Sedimentation Control	\$10,200.00	\$10,200.00
3.	1,630	Cu. Yds.	Site Preparation/Excavation/Rough Grading	\$25.00	\$40,750.00
4.	540	Cu. Yds.	Embankment, 4" depth. C.I.P.	\$40.00	\$21,600.00
5.	5,500	Lin. Ft.	Crushed Stone Path, 8' wide, C.I.P.	\$50.00	\$275,000.00
6.	2	Each	Recycled Plastic Bench	\$1,800.00	\$3,600.00
7.	2	Each	Interpretive Sign, Low Profile	\$2,500.00	\$5,000.00
8.	2	Each	Interpretive Sign, Kiosk	\$7,500.00	\$15,000.00
9.	4	Each	Trailhead / Ethics Signage	\$1,000.00	\$4,000.00
10.	10	Each	Mile Markers, Recycled Plastic	\$800.00	\$8,000.00
11.	4	Each	Bike Rack	\$2,500.00	\$10,000.00
12.	1	Lump Sum	Landscaping (Native Plantings)	\$7,000.00	\$7,000.00
13.	1	Lump Sum	Site Restoration & Cleanup	\$12,700.00	\$12,700.00
14.	1	Each	DNR Recognition Plaque	\$300.00	\$300.00
15.	1	Lump Sum	Construction Staking & Material Testing	Allowance	\$12,700.00
SUBTOTAL					\$431,350.00
Contingency					\$90,450.00
Engineering (15%)					\$78,200.00
TOTAL PRELIMINARY ESTIMATE OF COST					\$600,000.00



TRAIL CONNECTOR Lake Lansing Park North to MSU-Lake Lansing Trail



—	BLUE/GREEN TRAIL
—	BLUE TRAIL
—	GREEN TRAIL
—	BLACK TRAIL
—	ORANGE TRAIL
—	YELLOW TRAIL
—	RED TRAIL
—	SPOKE TRAIL
—	TRINITY FORD TRAIL
—	SIX TRAILS
—	GRADED ACCESS/ILL
—	EX. PAVED PATH

JOB # 129934SG2021
DATE: JULY 22, 2021



Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE APPLICATION TO THE INGHAM COUNTY TRAILS AND PARKS MILLAGE FUND FOR THREE PROJECTS WITHIN THE INGHAM COUNTY PARKS

WHEREAS, the Ingham County Parks Department is eligible to apply for the Ingham County Trails and Parks Millage funds in round seven of the Trails & Parks Millage applications; and

WHEREAS, the Ingham County Parks Commission supports the submission of three grant applications to the Ingham County Trails and Parks Millage Fund for submission of one grant for Hawk Island and two for Lake Lansing North; 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 three projects in the amount \$1,114,100 total from the Trails and Parks Millage fund balance, if these projects are selected for funding in the upcoming round of grant applications, as follows: Hawk Island \$327,700 and Lake Lansing North – Boardwalk replacement \$471,400 and Lake Lansing North – MSU to Lake Lansing Trail Connector \$315,000.

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 balance for \$1,114,100 total, if these projects are selected for funding in the upcoming round of grant applications, as follows: Hawk Island Park Boardwalk Replacement, Phase 3 \$327,700, Lake Lansing Park North Boardwalk Replacement, Phase 3 \$471,400 and Lake Lansing North Internal MSU to Lake Lansing Trail Connector \$315,000.

Agenda Item 8d

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: August 3, 2021
SUBJECT: Contract with TomCo Asphalt, Inc.
For the meeting agenda of 08/16/21 Human Services and 08/18/21 Finance

BACKGROUND

The Parks Department solicited quotes for asphalt paving of the entrance at Lake Lansing North which includes paving 3,127 square feet 2" overlay. Three bids were received:

TomCo Asphalt, Inc.: \$7,000
McKearney Asphalt: \$18,995
Hayhoe Asphalt: \$10,850

After careful review and evaluation of the proposals received, the Evaluation Committee recommends that a Purchase Order be issued to TomCo Asphalt, Inc. in the amount of \$7,000

ALTERNATIVES

This is a 2021 CIP Capital Improvement Project and we would like to get it completed by the end of the year.

FINANCIAL IMPACT

There is \$7,000 available in line item 228-75999-974000-9P13.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their July 26, 2021 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing Ingham County enter into a contract with TomCo Asphalt, Inc.

MATERIAL REQUISITION			
Use this form for purchases ≥\$2,500			
Vendor Name: TOMCO Asphalt		Date: 7/22/21	
Email:			
Ship to:		For pick-up:	Call when order is ready for pick-up.
Quantity	Description	Unit Cost	Amount
	3,127 square feet 2" Edge Mill and Overlay 1,513 square feet 3"		\$7000.00
	McKearney Asphalt \$18,995		
	Hayhoe Asphalt \$10,850		
	Specs we sent to vendors is attached		
Indicate Park and Account Name to be charged: (E.g. HI Maintenance)			TOTAL
228-75999-974000 project # 9P13 Crack Seal			\$7000
Requested By: CFE			
Submission of this requisition form signed with either your initials or signature certifies that you have followed county and departmental purchasing procedures and policies.			
Approved By:			

(Example: repair of park truck #_____, etc.)

Purchase Order Information		
FOR OFFICE USE ONLY:		
1. Is this a confirming P.O. request?	Yes _____ (Purchasing Dept. has entered one)	No _____ (I need one entered)
2. Is this a fixed asset purchase? Yes _____ (over \$5,000) No _____ (less than \$5,000)		
3. _____ Date	Request for Purchase Order input.	_____ Initials
4. _____ Date	Budget transfer request complete.	_____ Initials
5. Any special instructions/Where should item be delivered?		

S:\PKO\FORMS\Purchase\Material Requisition

July 1, 2021

Proposal submitted to:
Ingham County Parks



Job Number: G16931

Contact:
Coe

Job Location:
Lake Lansing Boat Launch

We hereby submit specification and estimates for:

Option 1- Red Area 3,127 square feet 2" Edge Mill and Overlay 1,513 square feet 3"

1. Mill perimeter or area
2. Fine grade and shape gravel area
3. Place and compact 1" Hot Mix Asphalt (13A) Leveling Course on gravel area
4. Broom clean and apply SS-1h bond coat
5. Place and compact 2" Hot Mix Asphalt (13A) Wearing Course on both areas

Total Cost: \$ 7,000.00

Option 2- Green Area 6,491 square feet 2" Edge Mill and Overlay

1. Mill perimeter or area
2. Broom clean and apply SS-1h bond coat
3. Place and compact 2" Hot Mix Asphalt (13A) Wearing Course

Total Cost: \$ 9,995.00

Option 3- Blue Area 1,848 square feet 2" Edge Mill and Overlay

1. Mill perimeter or area
2. Broom clean and apply SS-1h bond coat
3. Place and compact 2" Hot Mix Asphalt (13A) Wearing Course

Total Cost: \$ 3,800.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. We are fully insured; certificate will be furnished upon request. Our workers are fully covered by Workman's Compensation Insurance.

Payment to be made as follows: **Due Upon Completion of the Job, Visa and MasterCard accepted; a convenience fee of 2.90% will be added to all invoices with projects of \$10,000 or Higher, paid via credit cards.** A time price differential of 1.5% per month will be charged on all accounts not paid when due. Should TomCo Asphalt, Inc. initiate any action to force collection of any sums due, TomCo shall receive all costs incurred by TomCo including actual reasonable attorney fees.

Note: This proposal may be withdrawn by us if not accepted within 10 days.

3694 Columbia Road • Mason, Michigan 48854 • P: 517.676.5600 • F: 517.676.4338



Greg Andrews, Estimator/Project Manager
Email: greg@tomcoasphalt.com

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and Option's _____ are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date: _____

p: 335.4 ft
a: 3,127 sq ft

Σp 1,088 ft
 Σa 11,466 sq ft

3,127 sq ft
Polygon 2

6,401 sq ft
Polygon 1

1 Polygon 3

Google

50ft



Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH TOMCO ASPHALT INC. FOR ENTRY
ROAD ASPHALT AT LAKE LANSING NORTH COUNTY PARK**

WHEREAS, the Parks Department solicited quotes for asphalt paving of the entrance at Lake Lansing North;
and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee
recommends that a Purchase Order be issued to TomCo Asphalt, Inc. in the amount of \$7,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering
into a contract with TomCo Asphalt Inc. for the base bid in the amount of \$7,000 for supplying and installing
asphalt at the entrance of Lake Lansing North County Park.

BE IT FURTHER RESOLVED, that there is \$7,000 available in line item 228-75999-974000-9P13 for the
project.

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.

Agenda Item 9a

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: June 28, 2021
SUBJECT: Authorization to Extend Agreement with MSU Health Care, Inc. for Pediatric Nurse Practitioner Services.

For the meeting agendas of August 16, August 17 and August 18, 2021

BACKGROUND

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to extend the agreement with MSU Health Care, Inc., to provide a Pediatric Nurse Practitioner (NP) at Willow CHC, effective October 1, 2021 through September 30, 2023 in an amount not to exceed \$77,216. The contracted Pediatric NP will work one eight-hour shift per week. The NP will deliver primary care services to patients at Willow CHC located at 1115 S. Pennsylvania Avenue Lansing, MI 48912.

ALTERNATIVES

ICHD could opt to not extend the agreement for a Pediatric Nurse Practitioner at Willow CHC which would result in a loss of pediatric care provided in Ingham County.

FINANCIAL IMPACT

The financial impact of this agreement will not exceed \$77,216 and will be covered by billable 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 that the Ingham County Board of Commissioners authorizes an extension to the agreement with MSU Health Care, Inc., for providing a Pediatric Nurse Practitioner (NP) at the Willow CHC in an amount not to exceed \$77,216, effective October 1, 2021 through September 30, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN EXTENDED AGREEMENT WITH MSU HEALTH INC. FOR
PEDIATRIC NURSE PRACTITIONER SERVICES**

WHEREAS, Ingham County Health Department's (ICHHD's) Community Health Centers (CHCs) wish to extend the agreement with MSU Health Care, Inc., to provide a Pediatric Nurse Practitioner (NP) at Willow CHC for an amount not to exceed \$77,216, effective October 1, 2021 through September 30, 2023; and

WHEREAS, the contracted Pediatric NP will work one eight-hour shift per week; and

WHEREAS, the NP will deliver primary care services to patients at Willow CHC located at 1115 S. Pennsylvania Avenue in Lansing, MI 48912; and

WHEREAS, the cost of this agreement will not exceed \$77,216 and will be covered by billable services; and

WHEREAS, the Ingham CHC Board of Directors supports extending the agreement with MSU Health Care Inc., to provide a Pediatric (NP) at Willow CHC for a term effective October 1, 2021 through September 30, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorizes an extension to the agreement with MSU Health Care, Inc., to provide a Pediatric NP at Willow CHC for an amount not to exceed \$77,216, effective October 1, 2021 through September 30, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an extension to the agreement with MSU Health Care, Inc., to provide a Pediatric NP at Willow CHC for an amount not to exceed \$77,216, effective October 1, 2021 through September 30, 2023.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any 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: June 25, 2021
SUBJECT: Resolution Authorizing Agreement with Edge Partnerships
For the Meeting Agendas of August 16, 2021 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Edge Partnership in an amount not to exceed \$17,500 effective January 1, 2021 through September 15, 2021. ICHHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication, and outreach regarding the Michigan Medical Marijuana Act in an amount totaling \$26,268 effective January 1, 2021 through September 15, 2021. Public Act 2017 of 2018 Section 901 directs funds appropriate for grants in the Michigan Medical Marijuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan medical marijuana program. ICHHD wishes to place advertisements to provide education regarding safe storage of marijuana, education on the dangers of driving while under the influence of marijuana, education on the risk of marijuana use during pregnancy and breastfeeding, and increased perception of risk for adolescent marijuana use. This grant proposal includes a budget allotting \$17,500 to be spent on advertising and printing.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

Total advertising expenditures will not exceed \$17,500 and will come from the LARA Michigan Medical Marijuana grant (account number: 221-60030-01119).

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communications, Goal B.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Board of Commissioners approve the attached resolution authorizing an agreement with Edge Partnership for total advertising and printing costs associated with a Medical Marijuana education, communication, and outreach campaign, effective January 1, 2021 through September 15, 2021 in an amount not to exceed \$17,500,

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH EDGE PARTNERSHIPS FOR A MARIJUANA PUBLIC EDUCATION CAMPAIGN

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Edge Partnerships in an amount not to exceed \$17,500 effective January 1, 2021 through September 15, 2021; and WHEREAS, ICHD was awarded a grant from the State of Michigan Department of Licensing and Regulatory Affairs (LARA) for education, communication, and outreach regarding the Michigan Medical Marijuana Act, in an amount totaling \$26,268 effective January 1, 2021 through September 15, 2021; and WHEREAS, Public Act 2017 of 2018 Section 901 directs funds appropriate for grants in the Michigan Medical Marijuana Act, MCL 333.26421 to counties for education and outreach relating to the Michigan Medical Marijuana Program; and WHEREAS, ICHD will place advertisements to provide education regarding safe storage of marijuana, education on the dangers of driving while under the influence of marijuana, education on the risk of marijuana use during pregnancy and breastfeeding, and increased perception of risk for adolescent marijuana use; and WHEREAS, this grant proposal includes a budget allotting \$17,500 to be spent on advertising and printing; and WHEREAS, the Health Officer recommends authorizing an agreement between Edge Partnerships and ICHD in an amount not to exceed \$17,500 effective January 1, 2021 to September 15, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Edge Partnerships for the promotion of a Marijuana Public Education Campaign in an amount not to exceed \$17,500, effective January 1, 2021 to September 15, 2021.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary contract agreements consistent with this resolution upon 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: July 28, 2021
SUBJECT: Authorization to Accept an Eighth Year Cycle of AmeriCorps VISTA Grant Funding
For the Meeting Agendas of August 16, and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with the Corporation for National and Community Services (CNCS) for an eighth year of funding to support of the AmeriCorps VISTA Project in an amount of \$16,000 effective September 26, 2021 through September 24, 2022. ICHD was the recipient of grant funds for the AmeriCorps VISTA Program funding cycle in the 2020-2021 FY, which was authorized through Resolution #20-432. CNCS has provided Ingham County an eighth year of funding for the 2021-2022 FY to support up to sixteen (16) AmeriCorps VISTA members who will perform national service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems.

ALTERNATIVES

ICHD could choose not to accept this funding which supports the AmeriCorps VISTA Program.

FINANCIAL IMPACT

The agreement for this funding will be effective September 26, 2021 through September 24, 2022. The total budget is \$140,931.50, comprised of \$16,000 CNCS funds and \$124,931.50 in funds from external host sites. Out of a total of 16 FTE AmeriCorps VISTA members, 15 FTE will be placed in host sites selected through an RFP process and 1 FTE AmeriCorps VISTA Leader will be placed with the ICHD AmeriCorps VISTA program.

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 to accept an eighth year funding cycle from CNCS supporting the AmeriCorps VISTA Project budget in an amount not to exceed \$140,931.50, effective September 26, 2021 through September 24, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN EIGHTH YEAR CYCLE OF THE AMERICORPS VISTA
GRANT FUNDING FOR 2021-2022**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Corporation for National and Community Services (CNCS) for an eighth year of funding to support of the AmeriCorps VISTA Project in an amount not to exceed \$140,931.50, effective September 26, 2021 through September 24, 2022; and

WHEREAS, ICHD was the recipient of grant funds for the AmeriCorps VISTA Program seventh funding cycle in the 2020-2021 FY, which was authorized through Resolution #20-432; and

WHEREAS, CNCS has provided Ingham County an eighth year of funding for the 2021-2022 FY to support up to sixteen (16) AmeriCorps VISTA members who will perform national service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems; and

WHEREAS, this funding is effective September 26, 2021 through September 24, 2022 with a total budget of \$140,931.50, comprised of \$16,000 CNCS funds and \$124,931.50 in funds from external hosts sites; and

WHEREAS, out of a total of 16 FTE AmeriCorps VISTA members, 15 FTE will be placed in host sites selected through an RFP process and 1 FTE AmeriCorps VISTA Leader will be placed with the ICHD AmeriCorps VISTA program; and

WHEREAS, the Health Officer recommends that the Board of Commissioners accept the AmeriCorps VISTA grant award.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the eighth year funding for the AmeriCorps VISTA grant award in an amount \$140,931.50, effective September 26, 2021 through September 24, 2022.

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit the 2021-2022 budget electronically through the CNCS E-Grants system, and tentatively electronically approve the Memorandum of Agreement.

BE IT FURTHER RESOLVED, that after approval as to form by the County Attorney, the Memorandum of Agreement (MOA) is final.

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 Ingham County Board of Commissioners is hereby authorized to sign any 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: July 22, 2021
SUBJECT: Authorization of Amendment #5 to the FY20-21 State of Michigan Master Agreement
For the meeting agendas of August 16, 2021 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHHD) wishes to authorize Amendment #5 to the FY20-21 Master Agreement effective October 1, 2021 through September 30, 2021 in an amount not to exceed \$487,160. ICHD currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Master Agreement. The Master Agreement is the annual process whereby MDHHS transmits State & Federal Funds to Ingham County to support public health programs. The Board of Commissioners (BOC) approved the 2020-2021 Master Agreement through Resolution #20-306 and amended the agreement through Resolution #20-368 and Resolution #20-415 and Amendment #1 through Resolution #20-568 and Amendment #2 through Resolution #21-79 and Amendment #3 through Resolution #21-156 and Amendment #4 through Resolution #21-269.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The financial impact of this increased support will increase the FY '21 original grant agreement from \$10,715,632 to \$11,202,792 increase of \$487,160. The revised resolution makes the following specific changes to the budget:

COVID Immunizations: increase of \$250,000 from \$217,291 to \$467,291
Tuberculosis (TB) Control: increase of \$4,137 from \$5,440 to \$9,577
ELC Contact Tracing and Wraparound: increase of \$248,023 from \$0 to \$248,023
SEAL! Michigan Dental Sealant: decrease of \$15,000 from \$50,000 to \$35,000

STRATEGIC PLANNING IMPACT

This resolution supports the 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 to support this amendment with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2020 through September 30, 2021 in an amount not to exceed \$487,160.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AMENDMENT #5 TO THE FY 2020 -2021 AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER AGREEMENT

WHEREAS, Ingham County Health Department (ICHD) wishes to authorize Amendment #5 to the FY2020-2021 Master Agreement effective October 1, 2021 through September 30, 2021 in an amount not to exceed \$487,160; and

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

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

WHEREAS, MDHHS and ICHD have entered into a 2020-2021 Master Agreement authorized in Resolution #20-306 and amended in Resolution #20-368 and Resolution #20-415 and Amendment #1 in Resolution #20-568 and Amendment #2 in Resolution #21-79; Amendment #3 in Resolution #21-156; Amendment #4 in Resolution #21-269; and

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

WHEREAS, the Health Officer recommends that the Board of Commissioners authorizes the revised Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an Amendment #5 to the FY2020 – 2021 Agreement with the MDHHS for the delivery of public health services under the Master Agreement Process.

BE IT FURTHER RESOLVED, that the period of Agreement shall be October 1, 2020 through September 30, 2021.

BE IT FURTHER RESOLVED, that the total amount of the Master Agreement funding shall increase from \$10,715,632 to \$11,202,792 for an increase of \$487,160.

BE IT FURTHER RESOLVED, that the increase consists of the following specific change to program budget:

COVID Immunizations: increase of \$250,000 from \$217,291 to \$467,291
Tuberculosis (TB) Control: increase of \$4,137 from \$5,440 to \$9,577
ELC Contact Tracing and Wraparound: increase of \$248,023 from \$0 to \$248,023
SEAL! Michigan Dental Sealant: decrease of \$15,000 from \$50,000 to \$35,000

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2021 Budget in order to implement this resolution.

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, Health Officer, or her designee, is authorized to sign any necessary documents consistent with this resolution electronically through the Mi-E Grants system after approval as to form by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, Health Officer
DATE: July 26, 2021
SUBJECT: Authorization of FY 2022 State of Michigan Emerging Threats Comprehensive Agreement
For the meeting agendas of August 16 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into a FY 2022 State of Michigan Emerging Threats Comprehensive Agreement effective October 1, 2021 through September 30, 2022 in an amount not to exceed \$2,670,755. ICHD currently receives funding from the Michigan Department of Health and Human Services (MDHHS) via the Comprehensive Agreement. The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. This agreement serves as a vehicle for accepting slightly more than \$2.6 million in state and federal grant and formula funding to support Emerging Threats in Ingham County. The services to be delivered under this agreement are detailed below under Financial Impact.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The financial impact of this agreement will increase the FY '22 County budget by \$2,670,755. This resolution makes the following specific changes to the budget:

COVID Immunization; increase of \$1,380,613 from \$0.00 to \$1,380,613
COVID-19 Mobile Testing: increase of \$310,000 from \$0.00 to \$310,000
ELC COVID-19 Infection Prevention: increase of \$225,000 from \$0.00 to \$225,000
ELC Contact Tracing, Investigation, Testing Coordination: increase of \$755,142 from \$0.00 to \$755,142.

STRATEGIC PLANNING IMPACT

This resolution supports the 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 to support this Emerging Threats agreement with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2021 through September 30, 2022 in an amount not to exceed \$2,670,755.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A 2021-2022 EMERGING THREATS MASTER AGREEMENT
WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE
DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE COMPREHENSIVE AGREEMENT**

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

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

WHEREAS, the MDHHS and Ingham County has proposed a 2021 – 2022 Emerging Threats Agreement for the delivery of emerging threats service under the Comprehensive Agreement process to clarify roles and responsibilities, including funding relations; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a 2021 – 2022 Emerging Threats Agreement with the Michigan Department of Health and Human Services for the delivery of emerging threats services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the period of Agreement shall be October 1, 2021 through September 30, 2022.

BE IT FURTHER RESOLVED, that the scope of services included in this Agreement shall include Emerging Threats in Ingham County.

BE IT FURTHER RESOLVED, that \$2,670,755 of state/federal funds will be made available to Ingham County through the Emerging Threats Comprehensive Agreement.

BE IT FURTHER RESOLVED, that the increase funds consist of the following specific change to program budgets:

COVID Immunization; increase of \$1,380,613 from \$0.00 to \$1,380,613

COVID-19 Mobile Testing; increase of \$310,000 from \$0.00 to \$310,000

ELC COVID-19 Infection Prevention; increase of \$225,000 from \$0.00 to \$225,000

ELC Contact Tracing, Investigation, Testing Coordination; increase of \$755,142 from \$0.00 to \$755,142.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2022 Budget in order to implement the resolution.

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, Health Officer, or her designee, is authorized to submit the 2021 -2022 Emerging Threats Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign contracts, subcontracts associated with the Comprehensive Agreement after review by the County Attorney.

TO: Board of Commissioners Human Services and Finance Committees
FROM: Linda S. Vail, Health Officer
DATE: July 26, 2021
SUBJECT: FY 22 State of Michigan Comprehensive Agreement
For the meeting agendas of August 16, 2021 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan Department of Health and Human Services (MDHHS) for the delivery of public health services in an amount not to exceed 6.7 million effective October 1, 2021 through September 30, 2022. ICHD currently receives funding from MDHHS via the Comprehensive Agreement. The agreement for the delivery of public health services under the Comprehensive Agreement is the principal mechanism for clarifying the roles and responsibilities of the state and local governments. The agreement serves as a vehicle for accepting slightly more than \$6.7 million in state and federal grant and formula funding to support a number of public health services. The public health services to be delivered under this agreement include Essential Local Public Health Operations and categorical programs including:

AIDS/HIV Prevention and Care	Lead Safe Homes
Bioterrorism Emergency Preparedness	Maternal & Child Health Programs
Breast & Cervical Cancer Control Navigation Program	Tobacco Reduction
Children Special Health Care Services	Tuberculosis Control
Communicable Disease Prevention	Sexually Transmitted Disease Ctrl
Family Planning	Vision & Hearing Screening
Food Vendors and Restaurant Inspections	The WIC Program
Immunizations	

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

The grant amounts, detailed in the agreement, are included in the proposed FY 22 Health Department budget.

STRATEGIC PLANNING IMPACT

This resolution supports the 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

The resolution also authorizes subcontracts in the Breast and Cervical Cancer Control Navigation Program and Nurse Family Partnership programs. The resolution includes authorization for a number of service contracts to perform outreach activities to potential and current Medicaid beneficiaries in the following categories:

Medicaid Outreach and Public Awareness
Facilitating Medicaid Eligibility Determination
Program Planning, Policy Development and Interagency Coordination Related to Medical Services
Referral, Coordination, and Monitoring of Medicaid Services
Medicaid-Specific Training on Outreach Eligibility Services
Arranging for Medicaid-related Transportation and Provision of Medicaid-related Translation

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support this agreement with Michigan Department of Health & Human Services (MDHSS) effective October 1, 2021 through September 30, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A 2021-2022 AGREEMENT WITH
THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY
OF PUBLIC HEALTH SERVICES UNDER THE COMPREHENSIVE AGREEMENT**

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

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

WHEREAS, the MDHHS and Ingham County has proposed a 2021 – 2022 Agreement for the delivery of public health services under the Comprehensive Agreement process to clarify roles and responsibilities, including funding relations; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a 2021 – 2022 Agreement with the Michigan Department of Health and Human Services for the delivery of public health services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the period of Agreement shall be October 1, 2021 through September 30, 2022.

BE IT FURTHER RESOLVED, that the scope of services included in this Agreement shall include essential Local Public Health Services and several categorical public health programs identified in the attachments to the Agreement.

BE IT FURTHER RESOLVED, that approximately \$6.7 million of state/federal funds will be made available to Ingham County through the Comprehensive Agreement and that Ingham County contribution to expenditures associated with the agreement and budget shall not exceed levels appropriated in the County's 2022 Budget for these purposes.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes Memorandums of Understanding (MOU) and/or subcontracts for the period of October 1, 2021 – September 30, 2022 with specialty physicians, laboratories and health care institutions and other service providers necessary to implement the Breast and Cervical Cancer Control Navigation Programs in Clinton, Gratiot, Ingham, Ionia, Jackson, Livingston, Washtenaw, Genessee, Lapeer and Shiawasee Counties, which is a program included in the Comprehensive Agreement.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorize a subcontract for the period of October 1, 2021 – September 30, 2022 with the Nurse Family Partnership; to provide technical support, training

and materials specific to the Nurse Family Partnership model which is a program included in the Comprehensive Agreement.

BE IT FURTHER RESOLVED, that service contracts are authorized with the providers named below to support outreach activities to potential and current Medicaid beneficiaries in the following categories:

Medical Outreach and Public Awareness
Facilitating Medicaid Eligibility Determination
Program Planning, Policy Development and Interagency Coordination Related to Medicaid Services
Referral, Coordination and Monitoring of Medicaid Services
Medicaid-Specific Training on Outreach Eligibility and Services
Arranging for Medicaid-related Transportation and Provision for Medicaid-related Translation

These service contracts braid together requirements and funds from multiple sources including the County and Medicaid Administration (Federal Share); the braided contracts shall be authorized up to the amounts identified below for the period of October 1, 2021 – September 30, 2022:

- Allen Neighborhood Center \$53,782
- Northwest Initiative \$53,782
- South Side Community Coalition \$46,075
- Child & Family Charities \$37,010
- Cristo Rey \$58,663

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, or her designee, is authorized to submit the 2021 -2022 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any additional necessary documents associated with the Comprehensive Agreement after review by the County Attorney.

TO: Board of Commissioners Human Services, County Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 26, 2021
SUBJECT: Authorization for Additional Positions at the Allen Neighborhood CHC
 For the Meeting Agendas of August 16, August 17, and August 18, 2021

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to request additional positions to staff the new CHC at Allen Neighborhood Center (ANC) for an amount not to exceed \$138,156, effective October 1, 2021 through September 30, 2022. Through Resolutions #20-230, #20-256, and #21-243, ICHD has partnered with ANC Holdings, LLC to establish a new health center at Allen Neighborhood Center, located on 1611 E. Kalamazoo Street, Lansing, Michigan. The CHC, constructed within 5,263 square feet of leased space, will offer primary care, behavioral health care, and laboratory and pharmacy services to East Lansing community residents. The total number of additional positions needed for the CHC to be operational is seven (7) full-time employees. These positions, and their roles, include the following:

Physician Assistant or Nurse Practitioner (PA or NP): Provides direct primary care.

Behavioral Health Consultant: Provides outpatient counseling services.

Community Health Center Nurse (RN): Provides nursing services, assessment, teaching, counseling, and prevention services.

Medical Assistants (2): One Medical Assistant per provider. One Medical Assistant will staff the on-site laboratory.

Community Health Representatives II (2): One Community Health Representative (CHR) assigned to check in. One CHR assigned to check out.

ALTERNATIVES

If this staffing model is not supported, ICHD would need to re-deploy a team of existing employees to the new CHC. Previous plans included redeploying Team 4 from Forest to ANC, which would have resulted in a net loss of \$126,579, and \$999 in both the first and second years of operations. This course of action, however, would create staffing shortages, impede access to care for patients at other CHCs, compromise quality of patient care, and stifle growth.

FINANCIAL IMPACT

Minimum and maximum salary details of the seven (7) additional full-time positions are listed below.

FTE	DESCRIPTION	FY22 MINIMUM	FY22 MAXIMUM
1.0	PA or NP	\$95,422	\$114,535
1.0	Medical Assistant I	\$34,384	\$40,933
1.0	Medical Assistant I	\$34,384	\$40,933
1.0	Health Center Nurse	\$53,474	\$64,183
1.0	Medical Social Worker	\$63,427	\$66,394
1.0	Community Health Rep. II	\$34,384	\$40,933
1.0	Community Health Rep. II	\$34,384	\$40,933
10.0		\$349,859	\$408,846

The projected three-year operating budget for the Allen Neighborhood Health Center project includes the following:

	FY22	FY23	FY24
Patient Revenue	\$236,002	\$450,394	\$579,000
340B Revenue	\$309,000	\$309,000	\$309,000
Total Revenue	\$571,554	795,354	888,000
Personnel Costs (includes fringe benefits)	\$576,399	\$624,990	\$627,581
Supplies	\$12,884	\$22,100	\$28,483
Contractual Services	\$17,393	\$19,403	\$20,381
Building Rent	\$63,156	\$64,419	\$65,707
Other Expenses	\$39,678	\$58,946	\$63,210
Total Expenses	\$709,710	\$789,856	\$851,292
Net Income (Loss)	-\$138,156	-\$30,502	36,709

Note: 30% of an existing CHC manager's time will be dedicated to the new CHC.

Based on the information above, we are asking Ingham County to appropriate general fund dollars of up to \$138,156 in the FY22 budget to support year one of the new CHC's operation.

STRATEGIC PLAN

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 that the Ingham County Board of Commissioners authorizes the addition of seven (7) full-time employee positions to staff the Allen Neighborhood Health Center and appropriate general fund dollars in an amount not to exceed \$138,156, effective October 1, 2021 through September 30, 2022.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ADDITIONAL POSITIONS FOR THE
ALLEN NEIGHBORHOOD CHC**

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to request additional positions to staff the new CHC at Allen Neighborhood Center (ANC) for an amount not to exceed \$138,156, effective October 1, 2021 through September 30, 2022; and

WHEREAS, through Resolutions #20-230, #20-256, and #21-243, ICHD has partnered with ANC Holdings, LLC to establish a new health center at Allen Neighborhood Center, located on 1611 E. Kalamazoo Street, Lansing, Michigan; and

WHEREAS, the CHC, constructed within 5,263 square feet of leased space, will offer primary care, behavioral health care, laboratory and pharmacy services to East Lansing community residents; and

WHEREAS, the total number of additional positions needed for the CHC to be operational is seven (7) full-time employees; and

WHEREAS, the additional positions include a physician assistant, two medical assistants, one CHC nurse, one Medical Social Worker, and two Community Health Representatives (CHRs); and

WHEREAS, the total operating budget for FY22 includes \$571,554 in revenues and \$709,710 in expenses, totaling a net loss or investment of \$138,156; and

WHEREAS, we are asking Ingham County to appropriate general fund dollars of up to \$138,156 in the FY22 budget to support year one of this CHC's operation; and

WHEREAS, minimum and maximum salary details of the seven (7) additional full-time positions are as follows:

FTE	DESCRIPTION	FY22 MINIMUM	FY22 MAXIMUM
1.0	PA or NP	\$95,422	\$114,535
1.0	Medical Assistant I	\$34,384	\$40,933
1.0	Medical Assistant I	\$34,384	\$40,933
1.0	Health Center Nurse	\$53,474	\$64,183
1.0	Medical Social Worker	\$63,427	\$66,394
1.0	Community Health Rep. II	\$34,384	\$40,933
1.0	Community Health Rep. II	\$34,384	\$40,933
10.0		\$349,859	\$408,846

; and

WHEREAS, the projected three-year operating budget for the Allen Neighborhood Health Center project includes the following:

	FY22	FY23	FY24
Patient Revenue	\$236,002	\$450,394	\$579,000
340B Revenue	\$309,000	\$309,000	\$309,000
Total Revenue	\$571,554	795,354	888,000
Personnel Costs (includes fringe benefits)	\$576,399	\$624,990	\$627,581
Supplies	\$12,884	\$22,100	\$28,483
Contractual Services	\$17,393	\$19,403	\$20,381
Building Rent	\$63,156	\$64,419	\$65,707
Other Expenses	\$39,678	\$58,946	\$63,210
Total Expenses	\$709,710	\$789,856	\$851,292
Net Income (Loss)	-\$138,156	-\$30,502	36,709

Note: 30% of an existing CHC manager's time will be dedicated to the new CHC; and

WHEREAS, the ICHC Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorizes the additional seven (7) full-time employees to staff the Allen Neighborhood CHC for an amount not to exceed \$138,156, effective October 1, 2021 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the additional seven (7) full-time employees to seed the health center at Allen Neighborhood CHC for an amount not to exceed \$138,156, effective October 1, 2021 through September 30, 2022.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the additional American Rescue Plan Act of 2021 appropriation of up to \$138,156 in the 2022 budget to support year one of the new CHC's operation.

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

TO: Law & Courts, Human Services and Finance Committees
FROM: Linda Vail, Health Officer
DATE: July 28, 2021
SUBJECT: Authorization to Enter an Agreement with Michigan Public Health Institute
For the Meeting Agendas of August 12, August 16, and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Michigan Public Health Institute (MPHI) in an amount not to exceed \$132,240. effective October 1, 2021 through December 30, 2022. On March 23, 2021, the Board of Commissioners approved Resolution #21-179, stating that Ingham County will include in its 2022-2024 Public Safety Plan, a commitment, support, and partnership with Advance Peace and local partners in an amount not to exceed \$590,000, for establishing a program to help build and sustain local community capacity to interrupt gun violence. In order to further these efforts, MPHI will provide the following services:

- A year one Evaluation of the Lansing/Ingham Peacemaker Fellowship®
- Year one Fiduciary Services for Peacemaker Fellowship® LifeMAP Allowances and Horizon Building Journeys, Travel and Conference Registrations for the Local Operator and other local partners, Stipends for Community Co-Chairs not paid by other funding sources.

Per Resolution #21-179, Ingham County agreed to provide local gun violence-related data, and agreed to work with the Advance Peace evaluation team consisting of MPHI, the Institute of Urban and Regional Development at UC Berkeley (IURD) and the National Council on Crime and Delinquency (NCCD). This partnership will help to ensure completion of a quality and timely evaluation of the Advance Peace strategy as implemented in Ingham County, MI.

ALTERNATIVES

ICHHD could opt to use County general funds, ARP funds, or other local sources.

FINANCIAL IMPACT

All costs of this agreement will be covered by funds authorized in Resolution #21-179.

STRATEGIC PLANNING IMPACT

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1, of the 2018-2022 Update to the Strategic Plan and Action Plan.)

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize an agreement with MPHI to provide a year one evaluation of the Lansing/Ingham Peace Maker Fellowship® and to provide year 1 fiduciary services for Peacemaker Fellowship® LifeMAP Allowances and Horizon Building Journeys, travel and conference registrations for the Local Operator and other local partners, and stipends for Community Co-Chairs not paid by other funding sources, effective October 1, 2021 through December 30, 2022 in an amount not to exceed \$132,240.

Introduced by the Law & Courts, Human Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MPHI

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Michigan Public Health Institute (MPHI) in an amount not to exceed \$132,240 effective, October 1, 2021 through December 30, 2022; and

WHEREAS, on March 23, 2021, the Board of Commissioners approved Resolution #21-179, stating that Ingham County will include in its 2022-2024 Public Safety Plan, a commitment, support, and partnership with Advance Peace and local partners in the amount of \$590,000, for establishing a program to help build and sustain local community capacity to interrupt gun violence; and

WHEREAS, in order to further these efforts, MPHI will provide the following services:

- A year one Evaluation of the Lansing/Ingham Peacemaker Fellowship®
- Year one Fiduciary Services for Peacemaker Fellowship® LifeMAP Allowances and Horizon Building Journeys, travel and conference registrations for the Local Operator and other local partners, and stipends for Community Co-Chairs not paid by other funding sources; and

WHEREAS, per Resolution #21-179, Ingham County agreed to provide local gun violence-related data, and agreed to work with the Advance Peace evaluation team consisting of MPHI, the Institute of Urban and Regional Development at UC Berkeley (IURD), and the National Council on Crime and Delinquency (NCCD) to ensure completion of a quality and timely evaluation of the Advance Peace strategy as implemented in Ingham County, MI; and

WHEREAS, all costs of this agreement will be covered by funds authorized in Resolution #21-179; and

WHEREAS, the Health Officer recommends entering into an agreement with MPHI to provide a year 1 evaluation of the Lansing/Ingham Peace Maker Fellowship® and to provide year one fiduciary services for Peacemaker Fellowship® LifeMAP Allowances and Horizon Building Journeys, travel and conference registrations for the Local Operator and other local partners, and stipends for Community Co-Chairs not paid by other funding sources, effective October 1, 2021 through December 30, 2022 in an amount not to exceed \$132,240.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with MPHI to provide a year 1 evaluation of the Lansing/Ingham Peace Maker Fellowship® and to provide year one fiduciary services for Peacemaker Fellowship® LifeMAP Allowances and Horizon Building Journeys, travel and conference registrations for the Local Operator and other local partners, and stipends for Community Co-Chairs not paid by other funding sources, effective October 1, 2021 through December 30, 2022 in an amount not to exceed \$132,240.

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: Law & Courts, Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 28, 2021
SUBJECT: Resolution to Authorize an Agreement with Safe Passages dba Advance Peace

For the meeting agendas of August 12, August 16, and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Safe Passages dba Advance Peace in an amount not to exceed \$198,500, effective October 1, 2021 through July 30, 2024. Resolution #20-434 authorized an agreement with Advance Peace to provide pre-implementation technical assistance services for Lansing and Ingham County partners working to build and sustain local community capacity to interrupt gun violence. The Lansing/Ingham Advance Peace planning team is preparing to implement the next phase of the program and would like to continue their partnership with Safe Passages dba Advance Peace to provide training and technical assistance to local partners working to implement the first three-year cycle, (or two 18-month cohorts), of the Lansing/Ingham Peacemaker Fellowship®. This program is designed to help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them.

ALTERNATIVES

ICHHD could opt to use County General Funds, ARP funds, or other local sources.

FINANCIAL IMPACT

All costs of this agreement have been accounted for in funds authorized through Resolution #21-179.

STRATEGIC PLANNING IMPACT

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1, of the 2018-2022 Update to the Strategic Plan and Action Plan.)

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize an agreement with Safe Passages dba Advance Peace in an amount not to exceed \$198,500, to provide training and technical assistance to the Lansing/Ingham Peacemaker Fellowship® effective October 1, 2021 to July 30, 2024.

Introduced by the Law & Courts, Human Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AGREEMENT WITH SAFE PASSAGES, DBA ADVANCE PEACE

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Safe Passages dba Advance Peace in an amount not to exceed \$198,500, effective October 1, 2021 through July 30, 2024; and

WHEREAS, Resolution #20-434 authorized an agreement with Advance Peace to provide pre-implementation technical assistance services for Lansing and Ingham County partners working to build and sustain local community capacity to interrupt gun violence; and

WHEREAS, the Lansing/Ingham Advance Peace planning team is preparing to implement the next phase of the program and would like to continue their partnership with Safe Passages dba Advance Peace to provide training and technical assistance to local partners working to implement the first three-year cycle (or two 18-month cohorts) of the Lansing/Ingham Peacemaker Fellowship®; and

WHEREAS, this program is designed to help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them; and

WHEREAS, all costs of this agreement have been accounted for in funds authorized through Resolution #21-179; and

WHEREAS, the Health Officer recommends entering into an agreement with Safe Passages dba Advance Peace in an amount not to exceed \$198,500, effective October 1, 2021 to July 30, 2024 for the purpose of providing training and technical assistance to local partners working to implement the first three-year cycle of the Lansing/Ingham Peacemaker Fellowship®.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Safe Passages dba Advance Peace in an amount not to exceed \$198,500, effective October 1, 2021 to July 30, 2024 for the purpose of providing training and technical assistance to local partners working to implement the first three-year cycle of the Lansing/Ingham Peacemaker Fellowship®.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2022 budget in order to implement 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: Law & Courts, Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 28, 2021
SUBJECT: Resolution to Authorize an Agreement with the Lansing Housing Commission
For the Meeting Agendas of August 12, August 16, and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with the Lansing Housing Commission (LHC) to accept \$50,000 in grant funds, effective October 1, 2021 through December 31, 2024. On May 26, 2021, the Board of Directors of the LHC passed a motion to dedicate \$50,000 over three years to support local implementation of the Lansing/Ingham Peacemaker Fellowship® for establishing a program to help build and sustain local community capacity to interrupt gun violence. This program is designed to help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them.

ALTERNATIVES

ICHD could opt to use County General Funds, ARP funds, or other local sources.

FINANCIAL IMPACT

ICHD will accept \$50,000 in grant funds from LHC for the Lansing/Ingham Peacemaker Fellowship®.

STRATEGIC PLANNING IMPACT

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1, of the 2018-2022 Update to the Strategic Plan and Action Plan).

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize an agreement with LHC to accept up to \$50,000 in grant funds for the Lansing/Ingham Peacemaker Fellowship®, effective October 1, 2021 through December 31, 2024.

Introduced by the Law & Courts, Human Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LANSING HOUSING COMMISSION

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Lansing Housing Commission (LHC) to accept \$50,000 in grant funds, effective October 1, 2021 through December 31, 2024; and

WHEREAS, on May 26, 2021, the Board of Directors of the LHC passed a motion to dedicate \$50,000 over three years to support local implementation of the Lansing/Ingham Peacemaker Fellowship® for establishing a program to help build and sustain local community capacity to interrupt gun violence; and

WHEREAS, this program is designed to help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them; and

WHEREAS, ICHD will accept \$50,000 in grant funds from LHC for the Lansing/Ingham Peacemaker Fellowship®; and

WHEREAS, the Health Officer recommends entering into an agreement with LHC to accept up to \$50,000 in grant funds for the Lansing/Ingham Peacemaker Fellowship®, effective October 1, 2021 through December 31, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with LHC to accept up to \$50,000 in grant funds for the Lansing/Ingham Peacemaker Fellowship®, effective October 1, 2021 through December 31, 2024.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2022 Budget in order to implement 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: Law & Courts, Human Services and Finance Committees
FROM: Linda Vail, Health Officer
DATE: July 27, 2021
SUBJECT: Resolution Authorizing an Agreement with Battle Creek Community Foundation
For the Meeting Agendas of August 12, August 16, and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Battle Creek Community Foundation (BCCF) to accept grant funds in an amount not to exceed \$21,905, effective July 30, 2021 through July 30, 2022. On March 23, 2021, the Board of Commissioners approved Resolution #21-179, stating that Ingham County will include in its 2022-2024 Public Safety Plan, a commitment, support, and partnership with Advance Peace and local partners in the amount of \$590,000 for establishing a program to help build and sustain local community capacity to interrupt gun violence. This program is designed to help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them. Accepting these Project Safe Neighborhoods grant funds will support Ingham County's continued work on the Lansing/Ingham Peacemaker Fellowship ®.

ALTERNATIVES

ICHHD could opt to use County General Funds, ARP funds, or other local sources.

FINANCIAL IMPACT

ICHHD will accept up to \$21,905 in grant funds from BCCF, effective July 30, 2021 through July 30, 2022.

STRATEGIC PLANNING IMPACT

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1 of the 2018-2022 Update to the Strategic Plan and Action Plan.)

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the acceptance of grant funds in an amount not to exceed \$21,905 from BCCF, to help fund the Lansing/Ingham Peacemaker Fellowship ® effective July 30, 2021 through July 30, 2022.

Introduced by the Law & Courts, Human Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ACCEPTANCE OF PROJECT SAFE NEIGHBORHOODS GRANT FUNDS FROM BATTLE CREEK COMMUNITY FOUNDATION

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Battle Creek Community Foundation (BCCF) to accept Project Safe Neighborhoods grant funds in an amount not to exceed \$21,905, effective July 30, 2021 through July 30, 2022; and

WHEREAS, on March 23, 2021, the Board of Commissioners approved Resolution #21-179, stating that Ingham County will include in its 2022-2024 Public Safety Plan, a commitment, support, and partnership with Advance Peace and local partners in the amount of \$590,000 for establishing a program to help build and sustain local community capacity to interrupt gun violence; and

WHEREAS, this program is designed to help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them; and

WHEREAS, accepting these Project Safe Neighborhoods grant funds will support Ingham County's continued work on the Lansing/Ingham Peacemaker Fellowship @; and

WHEREAS, the Health Officer recommends entering into an agreement with BCCF to accept the Project Safe Neighborhoods grant in an amount not to exceed \$21,905, effective July 30, 2021 through July 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with BCCF to accept the Project Safe Neighborhoods grant in an amount not to exceed \$21,905.00, effective July 30, 2021 through July 30, 2022.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes ICHD to enter into a Project Safe Neighborhoods grant agreement with BCCF in an amount not to exceed \$21,905, effective July 30, 2021 through July 30, 2022.

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 Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 26, 2021
SUBJECT: Authorization to Enter into an Agreement with Tyler Technologies for ExecuTime Time & Attendance™

For the meeting agendas of August 16, 2021 and August 18, 2021

BACKGROUND

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to enter into an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software, effective August 1, 2021 through July 31, 2023 in an amount not to exceed \$109,195 for the first year, and \$10,795 for year two (for a total cost of \$119,990). ICHD's Ryan White program has requirements for job-costing across the multiple funding awards it receives. Tyler Technologies' software will allow ICHD's CHC Management and Accounting staff to enter and track time types, manage time-off requests, apply job costing while handling multiple pay periods, and provide an automated solution for tracking and managing time and attendance.

ALTERNATIVES

The alternative is to continue to use our current labor-intensive tasks associated with timekeeping, which increases our risks of timekeeping errors.

FINANCIAL IMPACT

The financial impact of this agreement includes a one-time cost of \$109,195 for the first year and \$10,795 for year two and will be covered by American Rescue Act Funds from HRSA authorized through Resolution #21-240, and Ryan White 340B revenue.

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 that the Ingham County Board of Commissioners authorizes an amendment to the agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™, and Advanced Scheduling for a two-year term in an amount not to exceed \$119,990, effective August 1, 2021 through July 31, 2023.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TYLER TECHNOLOGIES

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to enter into an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software, effective August 1, 2021 through July 31, 2023 in an amount not to exceed \$119,990; and

WHEREAS, ICHD's Ryan White program has requirements for job-costing across the multiple funding awards it receives; and

WHEREAS, Tyler Technologies software will provide ICHD's CHC Management and Accounting staff an automated solution to enter and track time types, manage time-off requests, and apply job costing while handling multiple pay periods; and

WHEREAS, the financial impact of this agreement includes a one-time cost of \$109,195 for the first year, \$10,795.00 for year two and will be covered by American Rescue Act Funds from HRSA authorized through Resolution #21-240, and Ryan White 340B revenue; and

WHEREAS, the CHC Board of Directors and the Health Officer support authorizing an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software effective August 1, 2021 through July 31, 2023 in an amount not to exceed \$119,990.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software effective August 1, 2021 through July 31, 2023 in an amount not to exceed \$119,990.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any contract documents on behalf of the county after approval as to form by the County Attorney.

TO: Law & Courts, Human Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 28, 2021
SUBJECT: Authorization to Enter an Agreement with the City of Lansing

For the meeting agendas of August 12, August 16 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with the City of Lansing to accept up to \$240,000 in funds to support Year 1 of local implementation of the Advance Peace approach in Lansing/Ingham County, effective July 1, 2021 through June 30, 2022. On March 22, 2021, the Lansing City Council adopted a resolution to prioritize in the FY21-22 City of Lansing Budget, a dollar amount of \$240,000 for year one of local implementation of the Advance Peace approach in Lansing/Ingham County. Also on March 22, 2021, Lansing Mayor Andy Schor announced inclusion of \$240,000 in the FY22 City of Lansing budget proposal to support local implementation of the Advance Peace approach in Lansing/Ingham County. The City of Lansing budget adopted by the Lansing City Council on May 17, 2021 included this line item, and the City of Lansing FY 21-22 budget is effective July 1, 2021 through June 30, 2022.

ALTERNATIVES

ICHD could opt to use County General Funds, ARP funds, or other local sources.

FINANCIAL IMPACT

ICHD will accept up to \$240,000 in grant funds from the City of Lansing for year 1 of the local implementation of the Advance Peace approach in Lansing/Ingham County.

STRATEGIC PLANNING IMPACT

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1, of the 2018-2022 Update to the Strategic Plan and Action Plan.)

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize the acceptance of up to \$240,000 in grant funds from the City of Lansing for year one of the local implementation of the Advance Peace approach in Lansing/Ingham County, effective July 1, 2021 through June 30, 2022.

Introduced by the Law & Courts, Human Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE CITY OF LANSING FOR
FINANCIAL SUPPORT FOR LANSING/INGHAM PEACEMAKER FELLOWSHIP®
IMPLEMENTATION**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the City of Lansing to accept up to \$240,000 in funds to support year one of local implementation of the Advance Peace approach in Lansing/Ingham County, effective July 1, 2021 through June 30, 2022; and

WHEREAS, on March 22, 2021, the Lansing City Council adopted a resolution to prioritize in the FY21-22 City of Lansing Budget a dollar amount of \$240,000 for year one of local implementation of the Advance Peace approach in Lansing/Ingham County; and

WHEREAS, also on March 22, 2021, Lansing Mayor Andy Schor announced inclusion of \$240,000 in the FY22 City of Lansing budget proposal, to support local implementation of the Advance Peace approach in Lansing/Ingham County; and

WHEREAS, the City of Lansing budget adopted by the Lansing City Council on May 17, 2021 included this line item, and the City of Lansing FY21-22 budget is effective July 1, 2021 through June 30, 2022; and

WHEREAS, the Health Officer recommends entering into an agreement with the City of Lansing to accept up to \$240,000 in funds to support year one of local implementation of the Advance Peace approach in Lansing/Ingham County, effective July 1, 2021 through June 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the City of Lansing to accept up to \$240,000 in funds to support year one of local implementation of the Advance Peace approach in Lansing/Ingham County effective July 1, 2021 through June 30, 2022.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2022 Budget in order to implement 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 & Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: July 20, 2021
SUBJECT: Authorization for Fiduciary/Payee Agreements with Wayne Children's Healthcare Access Program
For the Meeting Agendas of August 16, 2021 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHD) wishes to enter into an agreement with Wayne Children's Healthcare Access Program (WCHAP) to act as a Medicaid Outreach Match Partner effective October 1, 2021 through September 30, 2022, in an amount not to exceed \$608,209. ICHD has partnered with WCHAP since 2014, acting as a Medicaid Match Partner whereby WCHAP offers a pediatric medical home implementation program now in its ninth year. WCHAP coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible. WCHAP provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services. WCHAP's sustainability is dependent upon receiving Medicaid Outreach Match funds. As the Medicaid Outreach Match Partner for WCHAP, ICHD will:

1. Receive funds from WCHAP in the amount of \$608,209
2. Set up a system to provide quarterly reimbursements
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Match Funds
4. Perform on site monitoring of WCHAP
5. Forward any required reports as provided by WCHAP

WCHAP will:

1. Provide quarterly financial reports of all expenses.
2. Provide quarterly reports for Medicaid Outreach.
3. Keep ICHD up-to-date on any changes in funding.

ALTERNATIVES

ICHD could choose to not enter into this agreement with WCHAP resulting in a loss of opportunity to offer early childhood support services.

FINANCIAL IMPACT

ICHD will retain a 10% administrative fee of the total funds received during the duration of these agreements, including the Medicaid Match funds.

STRATEGIC IMPACT

Goal A. 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 b. Expand Medicaid enrollment activities throughout Ingham County .e. Expand access to health care for County residents, with an emphasis on the uninsured and the under-insured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize acceptance of funds from WCHAP in the amount of \$608,209, whereby ICHD will serve as a fiduciary/payee effective October 1, 2021 through September 30, 2022.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AGREEMENTS WITH WAYNE CHILDREN'S HEALTHCARE
ACCESS PROGRAM TO ACT AS THE FIDUCIARY/PAYEE FOR AGENCY FUNDING**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Wayne Children's Healthcare Access Program (WCHAP) to act as a Medicaid Outreach Match Partner effective October 1, 2021 through September 30, 2022 in an amount not to exceed \$608,209; and

WHEREAS, ICHD has partnered with WCHAP since 2014, acting as a Medicaid Match Partner whereby WCHAP offers a pediatric medical home implementation program now in its ninth year; and

WHEREAS, WCHAP coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible; and

WHEREAS, WCHAP provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services; and

WHEREAS, WCHAP's sustainability is dependent upon receiving Medicaid Outreach Matching funds; and

WHEREAS, this agreement will be effective October 1, 2021 through September 30, 2022; and

WHEREAS, as the fiduciary/payee of WCHAP funds, ICHD will:

1. Receive funds from WCHAP up to \$608,209
2. Set up a system to provide an initial payment to WCHAP and subsequent reimbursements
3. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds
4. Perform on-site monitoring of WCHAP
5. Forward any required reports as provided by WCHAP; and

WHEREAS, WCHAP will:

1. Provide quarterly financial reports of all expenses
2. Provide quarterly reports for Medicaid Outreach
3. Keep ICHD up-to-date on any changes in funding; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorizes the acceptance of funds from WCHAP in an amount not to exceed \$608,209, whereby ICHD will serve as the fiduciary/payee effective October 1, 2021 through September 30, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of funds from WCHAP in an amount not to exceed \$608,209, whereby ICHD will serve as the fiduciary/payee effective October 1, 2021 through September 30, 2022.

BE IT FURTHER RESOLVED, that ICHD will retain a 10% administrative fee of the total funds received during the duration of this agreement, including the Medicaid Match funds.

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 Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: August 3, 2021
SUBJECT: Enter into Agreements with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing, and Salus Center

For the meeting agendas of August 16 and August 18, 2021

BACKGROUND

Ingham County Health Department (ICHHD) wishes to contract with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing to co-host, promote, and offer COVID-19 vaccines, and to co-host and promote virtual town halls that help residents learn more about COVID-19 vaccines. In addition, these organizations, which are led by and/or serve Ingham County residents who are predominantly Black, Indigenous, and other People of Color (BIPOC), will conduct other outreach strategies such as phone banking, door canvassing, literature drops door-to-door, and other proven outreach strategies for engaging with residents regarding health-related topics. Contracts will total an amount not to exceed \$6,250 for each agreement, depending on the activities undertaken by each organization and the accompanying labor, supplies, materials, and advertising costs associated with the project activities effective March 1, 2021 through September 30, 2021.

ALTERNATIVES

ICHHD could find other organizations to partner with to reach the BIPOC community.

FINANCIAL IMPACT

ICHHD will partner with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing for an amount not to exceed \$6,250 for each agreement depending on the activities undertaken by each organization and the accompanying labor, supplies, materials, indirect and advertising costs associated with the project activities. All costs of these agreements will be covered by COVID Prevention funds from the Michigan Department of Health and Human Services (MDHHS).

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 enter into contracts with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing up to \$6,250 each, effective March 1, 2021 through September 30, 2021.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AGREEMENTS WITH VOCES DE LA COMUNIDAD, ACTION OF GREATER LANSING, AND THE VILLAGE LANSING

WHEREAS, Ingham County Health Department (ICHD) wishes to contract with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing to co-host, promote and offer COVID-19 vaccines, and to co-host and promote virtual town halls that help residents learn more about COVID-19 vaccines, effective March 1, 2021 through September 30, 2021; and

WHEREAS, these contracts support COVID-19 outreach partnerships with organizations and grassroots partners that are led by and/or serve Ingham County residents who are predominantly Black, Indigenous, and other People of Color (BIPOC); and

WHEREAS, in addition, these organizations will also conduct other outreach strategies such as phone banking, door canvassing, literature drops door-to-door, and other proven outreach strategies for engaging with residents regarding health-related topics; and

WHEREAS, these contracts will be for an amount not to exceed \$6,250 each depending on the activities undertaken by each organization and the accompanying labor, supplies, materials, and advertising costs associated with the project activities, effective March 1, 2021 through September 30, 2021; and

WHEREAS, all costs of these contracts will be covered by COVID Prevention funds from the Michigan Department of Health and Human Services (MDHHS); and

WHEREAS, the Health Officer recommends the authorization of contracts with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing for an amount not to exceed \$6,250 each, effective March 1, 2021 through September 30, 2021.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners authorizes contracts with Voces de la Comunidad, ACTION of Greater Lansing, and The Village Lansing for an amount not to exceed \$6,250 each, effective March 1, 2021 through September 30, 2021.

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.

Agenda Item 10

TO: Board of Commissioners Human Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: August 4, 2021

SUBJECT: Resolution to Utilize American Rescue Plan Funds to Reimburse the Arts Council of Greater Lansing for Covid-19 Related Lost Revenue

For the meeting agendas of August 16 and 18, 2021

BACKGROUND

This resolution authorizes reimbursing the Arts Council of Greater Lansing \$44,077 in lost revenue (Ingham County accommodations tax portion of their revenue budget). This program would fit the eligibility requirements of the bill in two separate categories:

- *To respond to the public health emergency with respect to COVID–19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;*
- *For the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency.*

ALTERNATIVES

No revenue reimbursement, but it would negatively affect the Arts Council's ability to promote Ingham County's tourism and hospitality businesses.

FINANCIAL IMPACT

As this funding will be entirely through the First Tranche Amount of ARP funds, there will be no impact on the County General Fund.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that Human Services and Finance Committees approve the resolution.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO UTILIZE AMERICAN RESCUE PLAN FUNDS TO REIMBURSE
THE ARTS COUNCIL OF GREATER LANSING FOR
COVID-19 RELATED LOST REVENUE**

WHEREAS, H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021 became law on March 11, 2021; and

WHEREAS, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

- (A) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency;
- (D) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, Ingham County is projected to receive \$56,710,344 in American Rescue Plan funds in two separate tranches of \$28,355,172, the First Tranche Amount to be received within 60 days of bill enactment and the Second Tranche Amount not earlier than 12 months after the first tranche payment is received; and

WHEREAS, the Ingham County Board of Commissioners desires to utilize the First Tranche Amount to swiftly and effectively provide aid to those Ingham County residents and businesses most affected by COVID-19; and

WHEREAS, the Michigan Act 263 of 1974 (PA 263) permits counties to impose and collect an excise tax on persons engaged in the business of providing rooms for dwelling, lodging, or sleeping purposes to transient guests; to provide for the disposition of the revenues thereof; and to prescribe penalties; and

WHEREAS, these dollars are re-granted by the Arts Council to arts and cultural institutions within Ingham County for the express purpose of out-of-county promotion of their wonderful events and programming; and

WHEREAS, Arts Council of Greater Lansing receives 5% of the PA 263 revenue collected by Ingham County; and

WHEREAS, due to travel restrictions, social distancing, indoor dining restrictions and other tourism related impacts of COVID-19, PA 263 revenues were down significantly resulting in a loss in revenue for the Arts Council of Greater Lansing in 2020; and

WHEREAS, the Ingham County hotel/motel dollars are imperative to our area's entertainment venues, helping them open their doors, fill their seats and provide experiences that garner and retain patron funding and other resources necessary for services and other costs.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners provides the Arts Council of Greater Lansing \$44,077 of the First Tranche Amount to reimburse for lost revenue.

BE IT FURTHER RESOLVED, that the Controller's Office work with the Arts Council of Greater Lansing to ensure reporting requirements are met and to ensure the program is eligible for American Rescue Plan funding.

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 necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.

Agenda Item 11

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 7/26/2021

SUBJECT: Innovation and Technology Department Reorganization– Convert Network Administrator and Technician position structures, add ERP Administrator
For the meetings of August 17th, August 18th, and August 24th, 2021

BACKGROUND

In years past, the Board has made the suggestion that our departments review our staffing and job descriptions to ensure that not only are the job descriptions up to date but that staffing needs are addressed properly. This memo and resolution are a result of that review.

In efforts to keep our seasoned staff and to be able to attract new staff should our current team be lured away by greener pastures, ITD is proposing a restructuring of our Network Administrator positions and our Computer Technician positions. This restructuring would do two things: 1) it would create multi-grade positions similar to what the Road Department has enacted with their engineering positions; 2) it would meld the Computer Technician positions into one level and create a Letter of Understanding (LOU) for that technician position to allow recognition of attaining mastery of technical skills as a path for career growth similar to the current Application Programmer position.

The update to the Network Administrator job description has also resulted in a score change for one level of the position. The Network Administrator I will change from ICEA County Pro level 7 (\$54,222.00 to \$65,091.67) to ICEA County Pro level 8 (\$59,140.99 to \$70,997.30). The Network Administrator II (ICEA Pro 10) and III (ICEA Pro 11) position will remain at their current levels.

Discussions have been held with the ITD staff to review the proposed change of the job descriptions and all are in agreement that this would be very beneficial to both the team and to our business partners. The UAW and ICEA have also been briefed about the potential change and support the updates.

As part of our overall review of staffing, there has been a need identified for an Enterprise Resource Planning (ERP) Administrator to enable Ingham County to better utilize our current MUNIS package and, if necessary, assist in the transition to a new ERP package in the future. A job description has been created with input from our Financial Services department and Controller. HR has scored the position and Budget has provided cost information. With a dedicated person to facilitate our MUNIS upgrades, training, support, and reporting we could soon complete some of the much-needed efficiencies like electronic timecards, streamlined credit card reporting, more efficient budgeting, easier vendor registrations, and employee self-service.

ALTERNATIVES

The current structure could be kept in place, limiting us to what we have always done.

FINANCIAL IMPACT

The change in the Network Administrator I position would come with an increase of \$5,905.63 at Step 5 for 2021 however the annual county budget appropriation recognizes yearly personnel cost variations through attrition so therefore any variation in position salaries is accounted for. None of the other positions would change under the new job descriptions. As this position has put in for a reclassification under the ICEA contract currently being negotiated which has run into difficulties, we are requesting that this increase be retroactive to the first pay period of 2021.

The additional ERP Administrator position would come with an increase of \$133,994 for an entire year, again with approximately one quarter occurring in the 2021 budget year. This would have an estimated cost for 2021 of \$33,498.56 which would be funded.

As requested, the projected cost if all of the Computer Technician I positions were to be immediately changed to the Computer Technician II at the same level would be an additional \$46,182 inclusive of taxes and benefits.

OTHER CONSIDERATIONS

The Innovation and Technology department is facing an ever-tightening job market for technical talent. According to CompTIA, the unemployment rate for America's technology workers hit 1.3 percent in May, 2019. Indicators point to an IT jobs market that will continue to grow at a record-setting pace, especially given the increase in remote work requirements. With this tight labor market it is increasingly challenging to compete against the private sector for talent.

RECOMMENDATION

Based on the previously mentioned discussions and job market factors, I would recommend the change to the Network Administrator and Computer Technician positions to invigorate recruitment and retention and the addition of the ERP Administrator position to ensure better utilization and improved use of our current MUNIS software.

TO: Deb Fett, Chief Information Officer

FROM: Joan Clous, HR Specialist

DATE: April 20, 2021

RE: Memo of Analysis for reorganization of IT Department

The IT Department is reorganizing the Computer Technician I & II and the Network Administrator I, II, & III positions within the Department to enable the Chief Information Officer the ability to promote employees into higher level positions based upon their skills and department needs as well as hire new employees at the level needed by the IT Department. This reorganization will allow the IT Department to best meet its customer needs.

1. Creation of a new job description that combines the Network Administrator I, II, & III positions into one job description. A review of the job description resulted in the following Network Administrator I will change from ICEA County Pro level 7 (\$54,222.00 to \$65,091.67) to ICEA County Pro level 8 (\$59,140.99 to \$70,997.30). The Network Administrator II (ICEA Pro 10) and III (ICEA Pro 11) position will remain at their current levels. The ICEA County Professional Union has been contacted and they are in agreement and support this change.
2. Creation of a new job description that combines the Computer Technician I (UAW I) & II (UAW J) positions into one job description. A review of the job description resulted in no change. The UAW has been contacted and they are in agreement and support this position change.

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

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

TO: Deb Fett, CIO

FROM: Joan Clous, Human Resources Specialist

DATE: July 1, 2021

RE: Memo of Analysis for the creation of new position within the IT Department – ERP Administrator

Regarding the creation of new positions, Human Resources can confirm the following information:

1. The newly created position of ERP Administrator has been determined to fall within the scope of the Managerial & Confidential jobs and was classified at an ICEA County Pro Level 9 (\$64,681.84 to \$77,647.88)

Please use this memo as acknowledgement of Human Resources' participation and analysis of your reorganization proposal. You are now ready to move forward and contact budget for a budget analysis.

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

**INGHAM COUNTY
JOB DESCRIPTION
ERP ADMINISTRATOR**

General Summary:

The ERP Administrator oversees and manages the Enterprise Resource Planning (ERP) software for Ingham County. This position provides analytical support and data reporting, and develops protocols and curriculum to ensure efficient business operations and use of the system.

A significant aspect of the work involves making authoritative decisions concerning the administration and maintenance of the Tyler MUNIS system. The incumbent will assist staff by retrieving and interpreting information from the ERP system in support of data driven decision making processes. The position requires innovative thinking when developing business workflows and functional specifications, and creativity when developing training doctrines for users of the system.

The incumbent works with considerable latitude and exercises independent judgment under the general direction of the Chief Information Officer. Work is reviewed for effectiveness in soundness of managing the Tyler MUNIS system, timely accomplishment of program objectives and overall effectiveness of the software.

Essential Functions:

1. Meets with County staff and/or representatives of outside firms to identify and assess the tasks to be automated or the processes to be enhanced. Meets with end-users to discuss detail regarding the flow of information through specific departments in the County. Analyzes data flow and makes recommendations for automating specific activities to collect and report on data.
2. Resolves problems that occur with in-house and purchased applications. Analyzes the problem with users, researches problem on systems, and reports problem to vendor as necessary.
3. Installs software upgrades for applications in designated areas, includes applying in-house customization and reports, compiling the system, and testing the system. Devises sample input data used to test the programs. Tests programs until the intended format is achieved. Assists vendors with software and hardware installations as needed. Installs interim corrections to software as needed.
4. Designs, configures, manages and maintains the assigned applications and database systems, and oversees integrations into the County's website to ensure maximum availability, integrity, and security.
5. Analyzes, determines, and documents the scope of a project, customer business needs, current applications, budget, testing requirements, and the design of the solution.
6. Works under the direction of the CIO/DIO to develop applications and ensure projects are completed within budget and on-time.
7. Complies with an established documented county application development standard and methodology to ensure consistency and integration.
8. Contributes in the planning, leadership, and direction regarding the ERP environment.
9. Provides telephone support to users and ITD technicians encountering problems or with questions about an assigned application.
10. Researches commercially written and public domain software for use in automating procedures. Works with vendors to design custom programs where necessary using standardized County software. Performs testing and evaluation on various software programs for potential use.

11. Coordinates software implementations, schedules, and trains staff on use of software, and monitors status of operations. Conducts one on one and small group training.
12. Escalates problems and issues to management as needed.
13. Compiles documentation of program development and forms for new or existing applications. Details the procedures the user must follow for entering, changing, and removing data, producing reports, and other requirements and procedures.
15. Regular attendance and punctuality are standards of performance required for this position.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality 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.
- May assist with processing large batch jobs for electronic or print communications and functions related to output files from the ERP system.

(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 employees may be expected to perform.)

Employment Qualifications:

A minimum of ***one*** of the following combinations is required:

1. A Bachelor's Degree in computer science, information management or a closely related field **AND** a minimum of 3 three years of experience in the design and development of applications, providing knowledge of SQL, Crystal Reports, VisualBasic or comparable applications development tools, database technology, and the design and development of applications. Direct experience administering and maintaining the Tyler MUNIS system required.

OR

2. An Associate's Degree in computer science, information management or a closely related field **AND** a minimum of-5 five years of experience in the design and development of applications, providing knowledge of SQL, Crystal Reports, VisualBasic or comparable applications development tools, database technology, and the design and development of applications. Direct experience administering and maintaining the Tyler MUNIS system required.

OR

3. Knowledge typically acquired through the first year of college or equivalent **AND** a minimum of 7 seven years of experience in the design and development of applications, providing knowledge of SQL, Crystal Reports, VisualBasic or comparable applications development tools, database technology, and the design and development of applications. Direct experience administering and maintaining the Tyler MUNIS system required.

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

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is exposed to noise levels which require shouting in order to be heard.
3. This position is required to travel for meetings and appointments.

Physical Requirements:

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina in climbing, balancing, twisting, bending, stooping/crouching, squatting, kneeling, crawling, lifting, handling and pinching.
- This position's physical requirements require regular stamina in standing, walking, traversing, carrying, pushing, pulling, reaching, grasping, typing and enduring repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require continuous stamina in sitting,
- This position performs sedentary work requiring a negligible amount of effort 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.)

**March 3, 2021
ICEA PRO 9**

From: [Desiree Cook](#)
To: [Deb Fett](#)
Subject: RE: Changes to the Network Administrator I, II, & II JDs
Date: Tuesday, April 20, 2021 9:29:03 AM

Yes indeed.

From: Deb Fett <DFett@ingham.org>
Sent: Tuesday, April 20, 2021 9:17 AM
To: Desiree Cook <DCook@ingham.org>
Subject: FW: Changes to the Network Administrator I, II, & II JDs

I'd like to move forward with this in the next submittal of Resolutions. Are you still in favor of this change?

Thanks,

[Deb Fett](#)
Chief Information Officer
Ingham County Innovation & Technology

From: Clous, Joan <[JClous@ingham.org](#)>
Sent: Monday, November 18, 2019 8:41 AM
To: Fett, Deb <[DFett@ingham.org](#)>
Subject: FW: Changes to the Network Administrator I, II, & II JDs

Deb,

Please include this email in your packet to the Board.

Joan

From: Cook, Desiree
Sent: Thursday, October 31, 2019 10:09 AM
To: Clous, Joan
Subject: RE: Changes to the Network Administrator I, II, & II JDs

Yes, sorry that wasn't explicit enough.

From: Clous, Joan <[JClous@ingham.org](#)>
Sent: Thursday, October 31, 2019 10:08 AM
To: Cook, Desiree <[DCook@ingham.org](#)>
Subject: Re: Changes to the Network Administrator I, II, & II JDs

Does that mean you are in agreement with the proposal?

Thanks

Sent from my iPhone

On Oct 31, 2019, at 10:06 AM, Cook, Desiree <DCook@ingham.org> wrote:

It looks like we discussed. Thank you.

From: Clous, Joan <JClous@ingham.org>
Sent: Tuesday, October 29, 2019 10:57 AM
To: Cook, Desiree <DCook@ingham.org>
Subject: Changes to the Network Administrator I, II, & II JDs

Desiree,

The IT department has made changes to the Network Admin I, II, & III positions by combining them into one position. The plan going forward is to allow the IT department to have the ability to hire at either level and to promote current employees who meet the qualifications into the higher level position as they progress in skills.

After a review of the attached JD HR finds the following:

Network Admin I – increase from ICEA Pro Level 7 to Level 8
Network Admin II – no change remain at ICEA Pro Level 10
Network Admin III – no change remain at ICEA Pro Level 11

Please review the attached JD.

Thanks,
Joan

Joan Clous SHRM-CP

Human Resources Specialist

Ingham County

5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911

517-887-4374 – Office

517-887-4396 – Fax

“The only things worse than training your employees and having them leave, is not training them and having them stay.” Henry Ford

From: [Bradley Prehn](#)
To: [Elisabeth Bliesener](#)
Cc: [Deb Fett](#); [Joan Clous](#)
Subject: Re: Tech Job Description
Date: Tuesday, April 20, 2021 2:27:41 PM

Beth,

Yes I'm still in support of combining the two job descriptions of tech I and tech II

Brad Prehn

From: Elisabeth Bliesener <EBliesener@ingham.org>
Sent: Tuesday, April 20, 2021 10:01 AM
To: Bradley Prehn <BPrehn@ingham.org>
Cc: Deb Fett <DFett@ingham.org>; Joan Clous <JClous@ingham.org>
Subject: FW: Tech Job Description

Deb Fett would like to move forward with this in the next submittal of Resolutions. Are you still in favor of this change?

Thanks,
Beth

From: Prehn, Bradley
Sent: Wednesday, November 13, 2019 7:32 PM
To: Fett, Deb
Cc: Clous, Joan
Subject: Re: Tech Job Description

Deb,

Thank you for the clarification.

I will support combining the job descriptions of IT Tech. I and Tech II's

Brad Prehn
UAW Chairperson

From: Fett, Deb
Sent: Wednesday, November 13, 2019 8:48 AM
To: Prehn, Bradley
Subject: RE: Tech Job Description

Once the job description is combined, it will allow any of our techs to move up to Tech II as they gain experience. It is not an automatic thing like steps, they have to show that they have not only put in the time but have the abilities of someone who has done the job for 3-5 years. I can then work with

HR to promote them without the long drawn out process of a Reorg or waiting for a Reclass. So if you come in with 2 years' experience, you aren't given Tech II until you can do the things that the others here can do that are Tech IIs (or possibly could be under the new description). Right now, we have one Tech II position and cannot promote anyone else to that role no matter how long they have worked here or whether their skills are fabulous or not. I'm looking to have some path for growth for those who have been here and working hard, it's not fair for their path to be blocked until someone retires or leaves us.

Roads just did the same thing for a couple of their positions. It allows them much more flexibility in making sure people are recognized for their skills as well as being able to hire what you need when positions do become vacant. The group over there seems to like it and it sounds to me like it can fix a situation that has frustrated me. I've got a good team and I want to not only recognize that but keep them around.

Does this help any?

Thanks,

Deb Fett

Chief Information Officer

Ingham County Innovation & Technology

From: Prehn, Bradley <BPrehn@ingham.org>

Sent: Wednesday, November 13, 2019 8:33 AM

To: Fett, Deb <DFett@ingham.org>

Subject: Tech Job Description

Deb,

I have a couple questions about combining the Tech. I and Tech II job descriptions.

1) The job descriptions says that a Tech II needs 3-5 years experience and Tech I needs 1-3 years so, after a tech I gets their 3 years experience do they automatically move to a Tech II? Also, if they do move up and they come in with 2 years experience once they work with county for one year, giving them 3 years experience, will they then move to a tech II? My concern is how this process will work for advancement.

2) Aren't there a certain number of tech I and tech II positions, or are you allowed to move them up to tech II without restrictions?

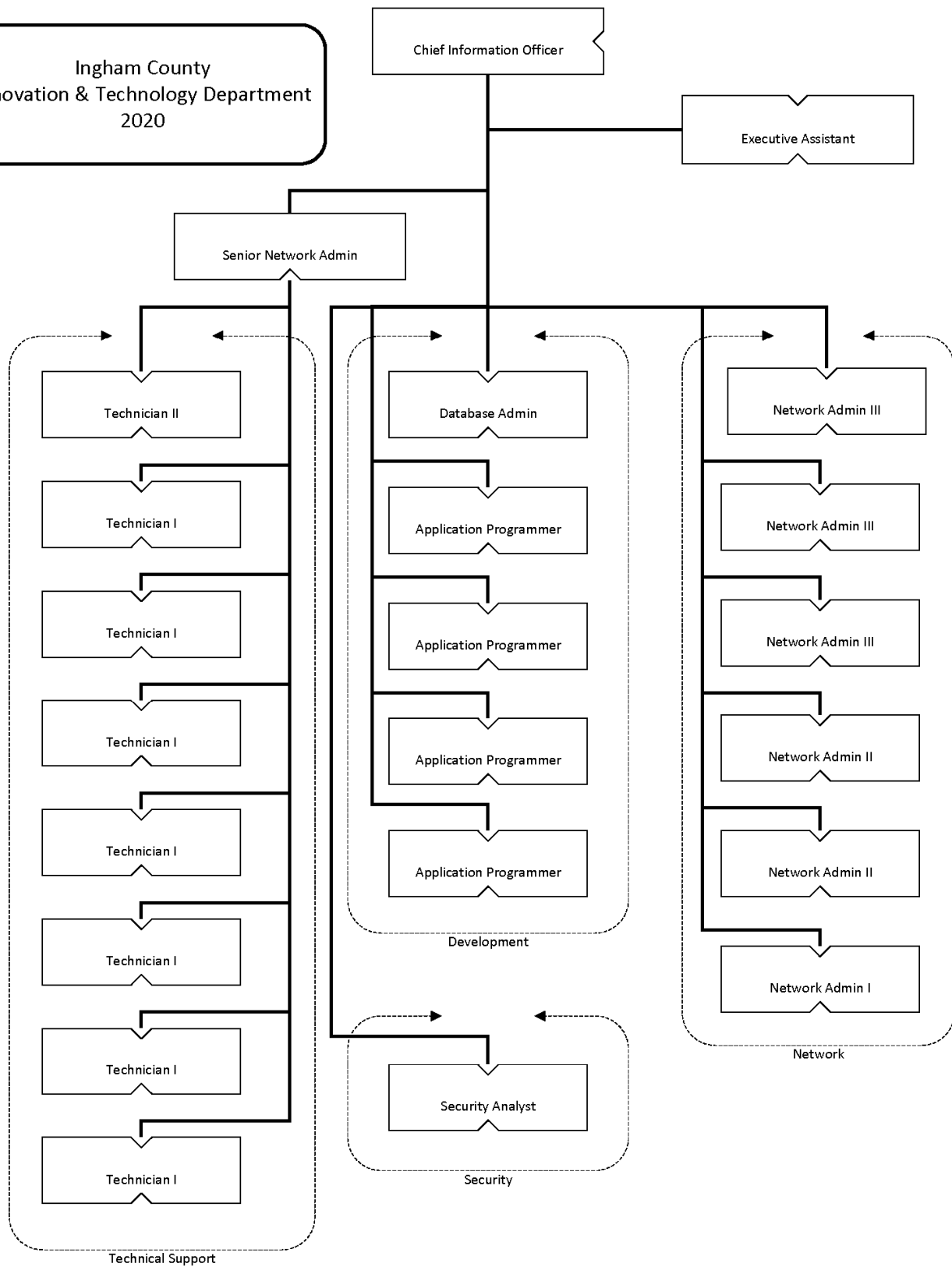
Thank you,

Brad Prehn

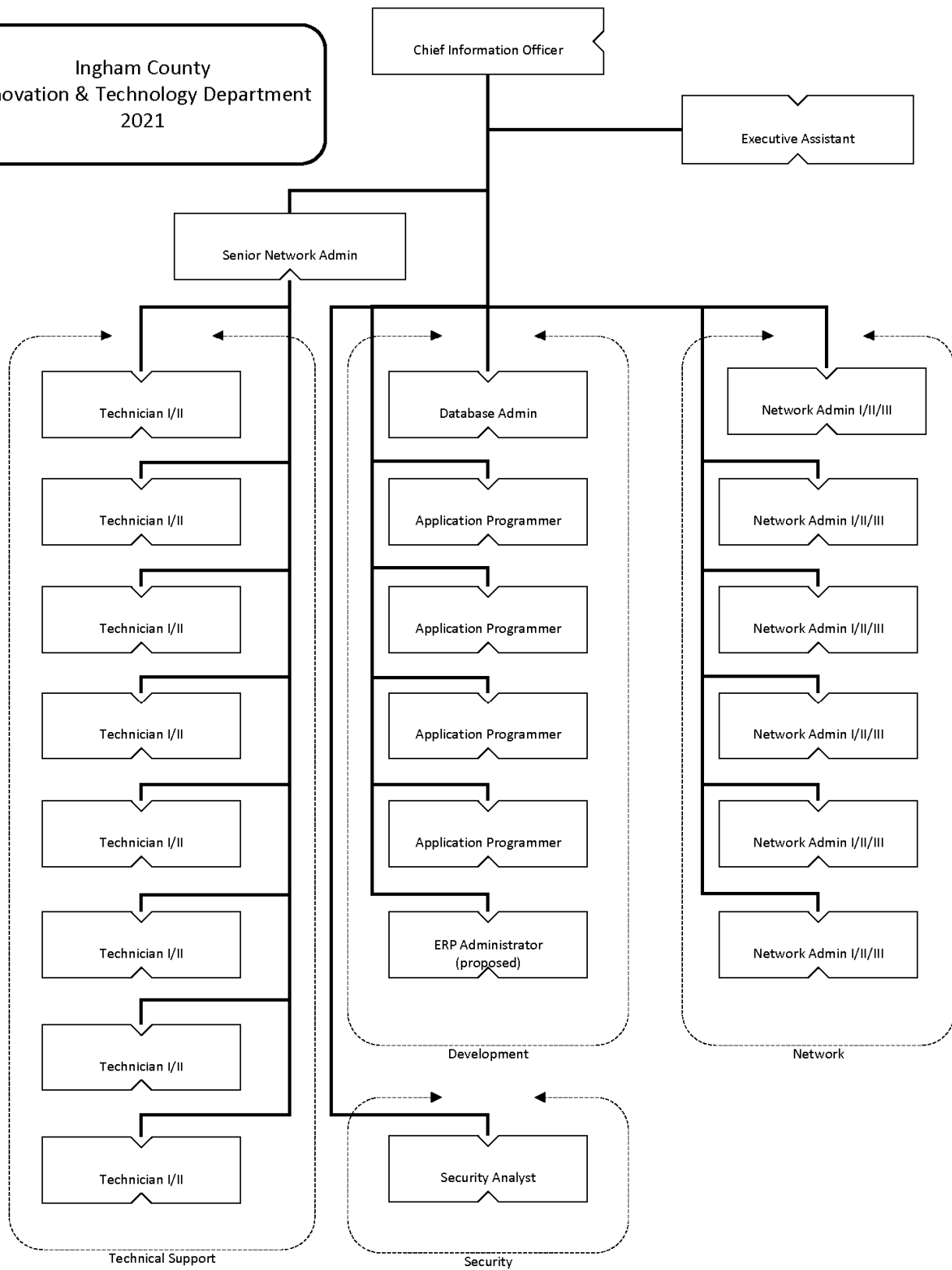
UAW Chairperson

	2021	2021
	ICEA 9 Step 1	ICEA 9 Step 5
Wages	\$64,682	\$77,648
Unemployment	323	388
FICA	4,948	5,940
Health	19,146	19,146
Dental	936	936
Vision	135	135
Retirement	16,067	19,288
Retirement	647	776
Future Retiree Health	2,911	3,494
Life	115	115
Work Comp	19	23
Disability	84	101
Current Retiree Health	3,585	3,585
Liability	883	1,059
Separation	1,132	1,359
Total Cost	\$115,613	\$133,994

Ingham County
Innovation & Technology Department
2020



Ingham County
Innovation & Technology Department
2021



Introduced by the County Services and Finance Committees of the

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE REORGANIZATION OF THE
INNOVATION & TECHNOLOGY DEPARTMENT**

WHEREAS, the Innovation and Technology Department has done an in-depth review of the departmental positions and staffing needs; and

WHEREAS, as part of our overall review of staffing, there has been a need identified for an ERP Administrator to enable Ingham County to better utilize our current MUNIS package and, if necessary, assist in the transition to a new Enterprise Resource Planning (ERP) package in the future; and

WHEREAS, the Innovation and Technology Department is facing an ever-tightening job market for technical talent which is only intensified by the current remote work demands and private sector competition; and

WHEREAS, in efforts to keep our seasoned staff and to be able to attract new staff should our current team be lured away by greener pastures, the Innovation and Technology Department is proposing a restructuring of our Network Administrator positions and our Computer Technician positions; and

WHEREAS, the Human Resources Department has reviewed and rated the new and reclassified job descriptions and is in agreement to this proposed reorganization; and

WHEREAS, the projected cost for both the classification changes and new position would be \$39,405 for the remainder of FY2021 and \$143,900 for FY 2022; and

WHEREAS, the funding for these changes and new position would come from the IT Data Processing Fund #63695800-704000; and

WHEREAS, the ICEA Professional Union and the UAW Union have been notified and are agreeable to the proposed job description/classification changes, and the new position would be posted, filled, and administered per the current applicable labor agreements.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the following reclassifications in the Innovation and Technology Department with proposed multiple grades shown on applicable positions for which the multi-grade system is proposed:

One existing Technician II, UAW Grade J, to One Technician I/II, UAW Grade I/J;
Nine existing Technicians I, UAW Grade I, to Nine Technician I/II, UAW Grade I/J;
One existing Network Administrator I, ICEA Grade 7, to One Network Administrator I/II/III, ICEA Grade 8/10/11-retroactive to the first full pay period of 2021;
Two existing Network Administrator II, ICEA Grade 10, to Two Network Administrator I/II/III, ICEA Grade 8/10/11;
Three existing Network Administrator III, ICEA Grade 10, to Three Network Administrator I/II/III, ICEA Grade 8/10/11

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes one new ERP Administrator, ICEA Grade 9 in the Innovation and Technology Department.

BE IT FURTHER RESOLVED, that the new vacant ERP Administrator position will be posted and filled.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget and position allocation list adjustments related to this resolution.

Agenda Item 12

TO: Board of Commissioners, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: July 30, 2021

RE: Resolution to Authorize an Agreement with Tower Pinkster for the Professional Design Services of the CRAC Units at the 9-1-1 Dispatch Center

For the meeting agendas of: August 17 & 18

BACKGROUND

Through an inspection of the CRAC units that service the 9-1-1 Dispatch Center, both units are showing signs of wear with the bearings within the fan blower assembly unit that is creating a vibration and noise in the blower motors. The condition of the bearings will continue to deteriorate, vibration and noise will increase and the units will fail, which will leave it inoperable. The Facilities Department is requesting an agreement with Tower Pinkster for the professional design services to upgrade the existing fans and plenum style fan assembly. Tower Pinkster submitted a responsible proposal of \$9,005.72. Because Tower Pinkster is on the MiDeals contract, three quotes are not required per the Ingham County Purchasing Policy.

ALTERNATIVES

The alternative would be to not make design changes for the fans within the blower motors of the CRAC units, which will cause the same issues in the future after the current ones fail.

FINANCIAL IMPACT

Funds are available in the 9-1-1 Center's equipment repair line item # 261-32500-932000.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Balance
261-32500-932000	\$440,840.00	\$246,527.65	\$9,005.72	\$237,521.93
Equipment Repair				

OTHER CONSIDERATIONS

There are no other considerations that we are aware of at this time.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Tower Pinkster for professional design services of the CRAC fan blower assembly unit at the 9-1-1 Dispatch Center.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TOWER PINKSTER FOR THE PROFESSIONAL DESIGN SERVICES OF THE CRAC UNITS AT THE 9-1-1 DISPATCH CENTER

WHEREAS, the bearings within both of the fan blower assembly units are showing wear causing vibrations and noise; and

WHEREAS, the bearing will continue to deteriorate until the units fail; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the MiDeals contract do not require three quotes; and

WHEREAS, Tower Pinkster is on the MiDeals contract; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Tower Pinkster who submitted a proposal of \$9,005.72 for professional design services of the CRAC fan blower assembly units at the 9-1-1 Dispatch Center; and

WHEREAS, funds are available in the 9-1-1 Center's equipment repair line item #261-32500-932000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Tower Pinkster, 242 E. Kalamazoo Ave, Suite 200, Kalamazoo, Michigan 49007, for the professional design services of the CRAC fan blower assembly units at the 9-1-1 Dispatch Center.

BE IT FURTHER RESOLVED, that 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.

Agenda Item 13a

To: County Services & Finance Committees

From: William Conklin, Managing Director
Ingham County Road Department

Date: August 3, 2021

RE: Resolution for 2021 Local Road Program Agreement with Lansing Township
and related Amendment of an existing Road Construction Contract.

BACKGROUND

As provided in Act 51 of 1951 as amended, the cost of larger improvements on local roads are typically shared with the Townships. Each year a portion of the County Road Fund budget is allocated toward match with each Township for local road work based on local road miles and population in each Township. The resulting annual program is known as the Local Road Program. The Road Department works with each Township wishing to participate in the program each year to determine what local road projects are most needed and desired.

CURRENT ISSUE

The Road Department has a resurfacing project planned this year on Hungerford Street, St Joseph Street to Michigan Ave., in Lansing Township for which a low bid with Michigan Paving and Materials Company (MPM) was received per Bid Packet 30-21, Item III, and approved by the Board of Commissioners per Resolution #21-289 adopted on June 8, 2021. As this bid included very favorable unit pricing, Lansing Township and the Road Department wish to amend the resulting contract with MPM, who has also agreed, to include similar work and resurfacing of Kalamazoo Street, west of Grace Street to Hungerford Street, a local road on Lansing Township's resurfacing priority list, for the same work item unit prices.

The estimated cost with approximately 10% contingency for resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street, with the above-mentioned contract unit pricing is approximately \$110,000. A Local Road Program (LRP) Agreement with Lansing Township is also proposed accordingly, such that this cost would be split between the Road Department and Lansing Township.

FINANCIAL IMPACT

The Road Department has a total of \$120,000 in LRP match accumulated for Lansing Township's local roads including Lansing Township 2020 and 2021 typical annual amounts of \$60,000 per year, as Lansing Township declined to participate in the local road program last year while their 2019 project was being completed in 2020. This match is included in the adopted 2021 road fund budget. Again, the Road Department share of the cost for resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street is estimated to be approximately \$55,000 with roughly 10% contingency. The remaining match funds for Lansing Township's local roads would again be carried over for use in future years as agreed upon with the Township.

RECOMMENDATION

Approval of the attached resolution to amend contract 30-21, Item III, with MPM and execute a 2021 LRP Agreement with Lansing Township for resurfacing of Kalamazoo Street, west of Grace Street to Hungerford Street is therefore recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A LOCAL ROAD AGREEMENT WITH LANSING TOWNSHIP
AND TO AMEND CONTRACT 30-21, ITEM III, WITH
MICHIGAN PAVING AND MATERIALS COMPANY
TO RESURFACE KALAMAZOO STREET, WEST OF GRACE TO HUNGERFORD STREETS
IN LANSING TOWNSHIP**

WHEREAS, as provided in Act 51 of 1951 as amended, the cost of larger improvements on local roads are typically shared with the Townships, resulting in the annual Local Road Program (LRP) wherein the Road Department works with each Township wishing to participate in the program each year to determine what local road projects are most needed and desired; and

WHEREAS, each year a portion of the County Road Fund budget is allocated toward match with each Township for local road work based on local road miles and population in each Township; and

WHEREAS, the Road Department has a resurfacing project planned this year on Hungerford Street, St Joseph Street to Michigan Ave., in Lansing Township for which a low bid with Michigan Paving and Materials Company (MPM) was received per Bid Packet 30-21, Item III, and approved by the Board of Commissioners per Resolution #21-289 adopted on June 8, 2021; and

WHEREAS, the above-mentioned bid included very favorable unit pricing, and thus, Lansing Township and the Road Department wish to amend the resulting contract with MPM, who has also agreed, to include similar work and resurfacing of Kalamazoo Street, west of Grace Street to Hungerford Street, a local road on Lansing Township's resurfacing priority list, for the same contract work item unit prices; and

WHEREAS, the estimated cost with approximately 10% contingency for resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street, with the above-mentioned contract unit pricing is approximately \$110,000; and

WHEREAS, the Road Department has a total of \$120,000 in LRP match accumulated in the adopted 2021 Road Fund budget for Lansing Township's local roads including Lansing Township 2020 and 2021 typical annual amounts of \$60,000 per year; and

WHEREAS, Lansing Township and the Road Department therefore wish to split the estimated \$110,000 cost of resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street at an estimated \$55,000 apiece; and

WHEREAS, in the event the final cost of resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street, is more than the estimate provided above, for any final costs less than \$240,000, which is twice the currently available, maximum Road Department match of \$120,000 set forth above, the additional cost will be split evenly between Lansing Township and the Road Department, and for any final costs greater than \$240,000, which is highly unlikely, the additional cost will be paid entirely by Lansing Township; and

WHEREAS, in the event the final cost of the above-mentioned project is less than the estimate provided above, the savings will be split evenly between Lansing Township and the Road Department; and

WHEREAS, Lansing Township is willing to pay half of the cost of the above-mentioned project and as further detailed above, provided, however, that Lansing Township's excess payments will not exceed 10 percent (10%) of the Township contribution amounts established in the agreement, unless Lansing Township agrees otherwise, or Lansing Township may reduce the scope of the project per Lansing Township's available budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a 2021 Local Road Program Agreement with Lansing Township for splitting the cost of resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street, as detailed above.

BE IT FURTHER RESOLVED, that the Road Department is authorized to contribute LRP match funds up to \$120,000 to resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street in Lansing Township as provided above.

BE IT FURTHER RESOLVED, that the Road Department shall invoice each Township as provided above and in the table below for their respective contributions.

BE IT FURTHER RESOLVED, that the Road Department is authorized to amend contract 30-21, Item III, with Michigan Paving and Materials Company, Lansing Michigan, in the estimated amount of \$110,000 including 10% contingency for resurfacing Kalamazoo Street, west of Grace Street to Hungerford Street in Lansing Township as provided above.

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

Agenda Item 13b

TO: Board of Commissioners, County Services Committee and Finance Committee

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering
Road Department

DATE: August 3, 2021

SUBJECT: Proposed Resolution to Increase Local Funding Participation in Relation to a State and Federally Funded Project on Okemos Road from Jolly Road to Central Park Drive

For the meeting agendas on August 17, 18 and 24

BACKGROUND

The Ingham County Road Department has received state Local Bridge Program (LBP) funding, federal Earmark Repurposed Funds, federal Surface Transportation Program (STP) funding, federal National Highway Performance Program (NHPP) funding, and federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for the Okemos Road project in Sections 16, 21, 28, and 33 of Meridian Township. The scope of work for the bridge portion of the project includes the removal of two existing Okemos Road bridges and construction of a single bridge over the Red Cedar River. The scope of work for the road portion of the project includes road reconstruction, drainage improvements and other necessary related work on Okemos Road from Mt Hope Road to Clinton Street. The scope of work for the traffic signal portion of the project includes traffic signal replacement, traffic signal improvements, and traffic signal optimization along Okemos Road from Jolly Road to Central Park Drive. The project has been designed pursuant to applicable federal, state, and local design specifications.

At the July 27, 2021 meeting, the Ingham County Board of Commissioners adopted Resolution #21-358 to enter into Contract 21-5294 with the Michigan Department of Transportation.

Unfortunately, the bids came in nearly 25% over the engineer's estimate, for a total amount of \$8,751,992.48. As most of the funds for this project are capped, a majority of the additional funding responsibility falls to the Road Department. Throughout the state and country, industry demand for services and materials have caused construction costs to dramatically increase. The condition of the bridges on Okemos Road require replacement ASAP and postponing the project will not dramatically reduce construction costs, if at all. The Road Department recommends moving forward with the project as-bid and will include the additional costs in the Road Fund Budget.

This resolution would increase the Road Department's share of the costs from \$1,357,937 per Resolution #21-358 to \$2,333,519 as stated herein.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The LBP funding pays for 95% of the bridge related construction costs up to the capped amount of \$3,652,000. The Earmark, NHPP, and STP funding pays for 80% of the road related construction costs up to the capped amounts of \$1,491,390 for Earmark funds and \$223,243 for NHPP funds. The STP funding is not capped. The CMAQ funding pays for 80% of the traffic signal related construction costs up to the capped amount of \$349,000. The remaining costs are the responsibility of the Local Agency.

The estimated construction funding responsibilities for the project are as follows:

Local Bridge Program (LBP):	\$3,652,000
Earmark Repurposed Funds:	\$1,491,390
Surface Transportation Program (STP):	\$ 702,840
National Highway Performance Program (NHPP):	\$ 223,243
Congestion Mitigation and Air Quality Improvement Program (CMAQ):	\$ 349,000
Local Participation:	<u>\$2,333,519</u>
	\$8,751,992

The Road Department is responsible for the estimated local participation costs of \$2,333,519 due to the as-bid results and the various capped funding sources. The STP funds are the only funding source that is not capped.

Additionally, due to the nature of construction, a 20% contingency is being requested for this project, equating to \$466,704 in additional Road Department participation. The total anticipated Road Department costs, including the contingency, is \$2,800,223. This will be included in the 2021-2022 Road Fund Budgets.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to increase the local funding participation on the Okemos Road project from \$1,357,937 to \$2,800,223, which includes a 20% requested contingency for unanticipated construction costs.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO INCREASE LOCAL FUNDING PARTICIPATION IN RELATION TO A
STATE AND FEDERALLY FUNDED PROJECT ON OKEMOS ROAD FROM JOLLY ROAD TO
CENTRAL PARK DRIVE**

WHEREAS, the Ingham County Road Department received state Local Bridge Program (LBP) funding, federal Earmark Repurposed Funds, federal Surface Transportation Program (STP) funding, federal National Highway Performance Program (NHPP) funding, and federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for the Okemos Road project in Sections 16, 21, 28, and 33 of Meridian Township; and

WHEREAS, the LBP funding pays for 95% of the bridge related construction costs up to the capped amount of \$3,652,000; the Earmark, NHPP and STP funding pays for 80% of the road related construction costs up to the capped amounts of \$1,491,390 for Earmark funds and \$223,243 for NHPP funds; the CMAQ funding pays for 80% of the traffic signal related construction costs up to the capped amount of \$349,000; STP funding is not capped; and the remaining funding in the responsibility of the Road Department; and

WHEREAS, the Ingham County Board of Commissioners approved Resolution #21-358 at their July 2021 meeting to enter into a second party agreement with the Michigan Department of Transportation; and

WHEREAS, the as-bid results exceeded the engineer's estimate by nearly 25%, which was caused by the nationwide demand for services and materials in the construction industry; and

WHEREAS, the Road Department supports the Michigan Department of Transportation to award the contract to the low bidder, understanding the local funding participation will increase significantly; and

WHEREAS, the estimated construction funding responsibilities for the project are as follows:

Local Bridge Program (LBP):	\$3,652,000
Earmark Repurposed Funds:	\$1,491,390
Surface Transportation Program (STP):	\$ 702,840
National Highway Performance Program (NHPP):	\$ 223,243
Congestion Mitigation and Air Quality Improvement Program (CMAQ):	\$ 349,000
Local Participation:	<u>\$2,333,519</u>
	\$8,751,992; and

WHEREAS, the Road Department is responsible for the estimated local participation costs of \$2,333,519 shown above; and

WHEREAS, a contingency is being requested in the amount of 20% of the estimated local participation costs, totaling an additional \$466,704, as may be needed for any unexpected work deemed necessary by Road Department staff during construction.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes increasing the local funding participation for the Okemos Road Project from Jolly Road to Central Park Drive in Sections 16, 21, 28, and 33 of Meridian Township, for an estimated project cost of \$8,751,992, consisting of a capped amount of \$3,652,000 in Local Bridge Program funds, a capped amount of \$1,491,390 in Earmark Repurposed Funds, \$702,840 in un-capped Surface Transportation Program funds, a capped amount of \$223,243 in National Highway Performance Program funds, a capped amount of \$349,000 in Congestion Mitigation and Air Quality Improvement Program funds, and \$2,333,519 in Road Department funds.

BE IT FURTHER RESOLVED, that the Road Department's estimated local participation costs shall include a 20% contingency, for a total estimated Road Department funding responsibility in the amount of \$2,800,223, which has been included in the 2021-2022 Road Budgets.

Agenda Item 14a

TO: Board of Commissioners County Services and Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: August 3, 2021
SUBJECT: Resolution to Approve Generic Service Credit Purchase for County Employee: Selina Marie Wood (fka Monroe)

For the meeting agendas of 8/17 and 8/18

BACKGROUND

Pursuant to standing County Resolution #02-101, dated April 9, 2002, it is permissible for employees to purchase generic service credit under the Municipal Employees' Retirement System (MERS). Selina Marie Wood (fka Monroe) has completed the MERS application and received the cost estimate to purchase one (1) year, zero (0) months under the County's plan.

ALTERNATIVES

The Board of Commissioners may choose not to approve the request.

FINANCIAL IMPACT

Resolution #02-101 provides that the cost for generic service "must be totally borne by the employee."

STRATEGIC PLAN CONSIDERATIONS

N/A

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to approve generic service credit purchase for County employee Selina Marie Wood (fka Monroe).

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE GENERIC SERVICE CREDIT PURCHASE FOR
COUNTY EMPLOYEE: SELINA MARIE WOOD (FKA MONROE)**

WHEREAS, pursuant to standing County Resolution #02-101, dated April 9, 2002, it is permissible for employees to purchase generic service credit under the Municipal Employees' Retirement System (MERS); and

WHEREAS, the resolution further provides that the cost for generic service "must be totally borne by the employee"; and

WHEREAS, Selina Marie Wood (fka Monroe) has completed the MERS application and received the cost estimate to purchase one (1) year, zero (0) months under the County's plan; and

WHEREAS, by Board of Commissioners approval under the standing resolution, and by the employee's payment to MERS, Ms. Wood will purchase one (1) year, zero (0) months generic service.

THEREFORE BE IT RESOLVED, that upon the request of County employee Selina Marie Wood (fna Monroe), the Board of Commissioners hereby approves the purchase of one (1) year, zero (0) months generic service under County Resolution #02-101.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized on behalf of the County to sign and execute all MERS documents to effectuate and finalize this transaction, subject to approval as to form, by the County Attorney.

TO: Board of Commissioners County Services and Finance Committee

FROM: Sue Graham, Human Resources Director

DATE: August 5, 2021

SUBJECT: Resolution to Approve an Additional Modification to Appendix D - Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of a Reclassification Request

For the meeting agendas of August 17 and August 18

BACKGROUND

Each year the Controller convenes a representative group of managers, professionals, and confidential employees as a Steering Committee to discuss potential changes to the Managerial and Confidential Employee Personnel Manual. In preparation for 2021, the Managerial and Confidential Employee Steering Committee met and discussed proposed changes and updates to the manual, including but not limited to, modifications to compensation levels as a result of reclassification requests. The attached resolution reflects a proposed change in classification level for one position as the result of a reclassification request, which, if approved, would modify Appendix D of the Managerial and Confidential Employee Personnel Manual.

ALTERNATIVES

None.

FINANCIAL IMPACT

The financial impact associated with the proposed reclassification is reflected in the attached Resolution.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

On behalf of the Managerial and Confidential Employee Steering Committee, I respectfully recommend approval of the attached resolution approving an additional modification to Appendix D of the Managerial and Confidential Employee Personnel Manual for 2021.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN ADDITIONAL MODIFICATION TO APPENDIX D -
COMPENSATION LEVELS OF THE MANAGERIAL AND CONFIDENTIAL EMPLOYEE
PERSONNEL MANUAL FOR 2021 AS A RESULT OF A RECLASSIFICATION REQUEST**

WHEREAS, the Managerial and Confidential Employee Steering Committee met and recommended proposed changes and updates to the 2021 Managerial and Confidential Employee Personnel Manual, including but not limited to modifications to compensation levels as a result of reclassification requests; and

WHEREAS, a reclassification request has been submitted and recommended for consideration by the Ingham County Board of Commissioners as set forth below.

THEREFORE BE IT RESOLVED, that the Ingham Board of Commissioners approves the following modification to Appendix D - Compensation Levels of the 2021 Managerial and Confidential Employee Personnel Manual for 2021:

- Position #10101 Director – Board of Commissioners Office, Board of Commissioners Office: Move from MC 12 to MC 13

The financial impact associated with the proposed reclassification is as follows:

	2021	2021	
<u>Position Title</u>	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	<u>Difference</u>
Director - BOC	MC 12: 90,111.79	MC 13: 96,400.88	6,289.09
TOTAL:			6,289.09

BE IT FURTHER RESOLVED, that the terms of the 2021 Managerial and Confidential Employee Personnel Manual, as amended, will be effective January 1, 2021 and shall expire on December 31, 2021.

Introduced by Commissioner Grebner of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING USE OF AMERICAN RESCUE PLAN FUNDS AS FINANCIAL INCENTIVES FOR INGHAM COUNTY RESIDENTS RECEIVING COVID-19 VACCINATIONS

WHEREAS, the United States and the world remain faced with the most severe pandemic disease outbreak in over a century; and

WHEREAS, effective vaccines are now readily available without cost to every person over the age of 12; and

WHEREAS, the benefit accrues from an individual being vaccinated equally to that individual and to other members of society, including persons with only remote or indirect connections to the individual who is vaccinated; and

WHEREAS, the only feasible way to end the transmission of COVID-19 within Ingham County will be to achieve such a high percentage of vaccine-induced immunity that person-to-person transmission is effectively blocked; and

WHEREAS, a significant number of people still resist vaccination, for reasons including a lack of motivation, personal distaste for the procedure, and philosophical resistance to government programs; and

WHEREAS, the benefit of each additional vaccination to the public in disease avoidance and averted economic damage far exceeds \$200; and

WHEREAS, the number of unvaccinated individuals seeking vaccinations has dropped dramatically since vaccines became generally and easily available; and

WHEREAS, the Ingham County Board of Commissioners has been entrusted with more than \$56 million dollars in American Rescue Plan funds designated for the purpose of ameliorating personal suffering and financial loss due to COVID-19.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the use of financial incentives to encourage unvaccinated residents of Ingham County to accept vaccination against COVID-19 beginning September 1, 2021.

BE IT FURTHER RESOLVED, that the Ingham County Health Department is directed to explore and develop procedures whereby financial incentives can be used effectively to promote COVID-19 vaccination.

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to seek partnerships with governmental entities, nonprofit organizations, and for-profit entities to apply American Rescue Plan funds in ways which effectively increase the fraction of the Ingham County population protected against COVID-19.

TO: Board of Commissioners County Services and Finance Committees
FROM: Gregg Todd, Controller
DATE: August 3, 2021
**SUBJECT: RESOLUTION TO APPROVE AMERICAN RESCUE FUND GRANT REQUESTS
FROM NORTH INGHAM EMERGENCY SERVICES AUTHORITY AND
STOCKBRIDGE AREA EMERGENCY SERVICES AUTHORITY**
For the meeting agendas of August 17 and 18, 2021

BACKGROUND

On June 22, 2021 the Board of Commissioners adopted Resolution #21-310, which provided a \$1,000,000 grant program funded through American Rescue Plan (ARP) funds for Ingham County's two emergency services authorities, Northeast Ingham Emergency Services Authority (NIESA) and the Stockbridge Area Emergency Services Authority (SAESA).

We received the following grant requests:

NIESA:

Item	Quantity	Unit Price	Total
Ambulance	2	\$236,482.00	\$ 472,964.00
EMS Scholarships	16	\$ -	\$ 212,980.00
Power Load Cot Fastener System	4	\$ 31,488.02	\$ 125,952.08
Power-PRO XT Cot	2	\$ 24,448.50	\$ 48,897.00
Stair Chair	1	\$ 4,095.64	\$ 4,095.64
LUCAS	5	\$ 20,189.39	\$ 100,946.95
LUCAS Disposable Suction Cup	2	\$ 435.80	\$ 871.60
LIFEPAK 15 V4 Monitor/Defib	1	\$ 41,248.45	\$ 41,248.45
LIFEPAK Station Battery Charger	1	\$ 1,666.00	\$ 1,666.00
LP 15 Lithium-ion Battery	3	\$ 419.90	\$ 1,259.70
Total			\$1,010,881.42

SAESA:

Item	Quantity	Unit Price	Total
Ambulance	1	\$250,000.00	\$ 250,000.00
EMS Training	5	\$ 2,200.00	\$ 11,000.00
Paramedic Training	3	\$ 7,500.00	\$ 22,500.00
Heart Monitor/Blood Pressure Project	2	\$ 40,468.50	\$ 80,937.00
LUCAS	3	\$ 20,189.39	\$ 60,568.17
LUCAS Disposable Suction Cup	1	\$ 435.80	\$ 435.80
LIFEPAK 15 V4 Monitor/Defib	2	\$ 30,335.00	\$ 60,670.00
LIFEPAK Station Battery Charger	1	\$ 1,665.00	\$ 1,665.00
LP 15 Lithium-ion Battery	6	\$ 420.00	\$ 2,520.00
Total			\$490,295.97

After reviewing with Commissioners Schafer and Naeyaert they are suggesting \$750,000 to NIESA which would fund one ambulance and their other requests and \$250,000 to SAESA which would fund their ambulance request.

ALTERNATIVES

Rely on the service area townships to provide financial support.

FINANCIAL IMPACT

The funding would come from the ARP First Tranche Amount.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that County Services approve the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AMERICAN RESCUE FUND GRANT REQUESTS FROM
NORTH INGHAM EMERGENCY SERVICES AUTHORITY AND STOCKBRIDGE AREA
EMERGENCY SERVICES AUTHORITY**

WHEREAS, the Ingham County Board of Commissioners approved Resolution #21-310, which provided a \$1,000,000 grant program funded through American Rescue Plan (ARP) funds for Ingham County's two emergency services authorities, Northeast Ingham Emergency Services Authority (NIESA) and the Stockbridge Area Emergency Services Authority (SAESA); and

WHEREAS, NIESA and SAESA submitted grant requests in the amount of \$1,010,881.42 and \$409,295.97 respectively; and

WHEREAS, after reviewing the grant submittals the following funding allocations are recommended:

NIESA:

Ambulance	1	\$236,482.00	\$ 236,482.00
EMS Scholarships	16	\$ -	\$ 212,980.00
Power Load Cot Fastener System	4	\$ 31,488.02	\$ 125,952.08
Power-PRO XT Cot	1	\$ 24,448.50	\$ 24,448.50
Stair Chair	1	\$ 4,095.64	\$ 4,095.64
LUCAS	5	\$ 20,189.39	\$ 100,946.95
LUCAS Disposable Suction Cup	2	\$ 435.80	\$ 871.60
LIFEPAK 15 V4 Monitor/Defibulator	1	\$ 41,248.45	\$ 41,248.45
LIFEPAK Station Battery Charger	1	\$ 1,666.00	\$ 1,666.00
LP 15 Lithium-ion Battery	3	\$ 419.90	\$ 1,259.70
Total			\$ 749,950.92

SAESA:

Ambulance	1	\$250,000.00	\$ 250,000.00
Total			\$ 250,000.00

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes \$749,950.92 to NIESA for the items listed above and \$250,000 to SAESA for a new ambulance from the American Rescue Plan First Tranche Amount funds.

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 necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.

Agenda Item 16b

TO: Board of Commissioners County Services & Finance Committees
FROM: Gregg Todd, Controller
DATE: August 3, 2021
SUBJECT: Resolution Authorizing American Rescue Plan Funds for Premium Pay for Essential Ingham County Employees

For the meeting agendas of August 17 and August 18

BACKGROUND

American Rescue Plan (ARP) funds are eligible for premium pay for essential workers. We utilized the Essential Pay Matrix below to establish pay rates for essential county employees and shared these with union leadership to review with their members to ensure our estimates are correct:

	Work Share		Risk Classification			Work Location		
	Yes	No	Low	Medium	High/Very High	Remote	Both	On-Site
Essential Pay	\$ -	\$ 6,000	\$ 500	\$ 1,000	\$ 2,000	\$ -	\$ 500	\$ 1,000

The CCLP units received their approvals as part of the 2021 Collective Bargaining Agreements so this resolution would cover the remaining units including TPOAM, Confidential Professionals, Confidential TOPS, ICEA units, Managerial and Confidential, MNA – Nurse Practitioner and Clinic Nurses, OPEIU units, UAW units, Teamsters, and essential part-time workers.

ALTERNATIVES

None I would recommend.

FINANCIAL IMPACT

There are no negative financial impacts to Ingham County, as the payments will be funded through ARP First Tranche Amount funds. Total premium pay funding for all employees including CCLP units is roughly \$3.5 million.

STRATEGIC PLAN CONSIDERATIONS

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

OTHER CONSIDERATIONS

None

RECOMMENDATION

I respectfully recommend approval of the attached resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING AMERICAN RESCUE PLAN FUNDS FOR PREMIUM PAY
FOR ESSENTIAL INGHAM COUNTY EMPLOYEES**

WHEREAS, H.R. 1319 of the 117th Congress, also known as the American Rescue Plan Act of 2021 became law on March 11, 2021; and

WHEREAS, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID–19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

- (A) to respond to the public health emergency with respect to COVID–19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (B) to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency;
- (D) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, Ingham County is will receive \$56,796,438 in American Rescue Plan funds in two separate tranches of \$28,398,219, the First Tranche Amount was received on May 20, 2021 and the Second Tranche Amount not earlier than 12 months after the first tranche payment is received; and

WHEREAS, providing premium pay for Ingham County’s essential employees from the First Tranche Amount will provide a financial benefit and recognition for those essential employees that put themselves at risk for contacting COVID-19 to ensure the continuation of essential government services; and

WHEREAS, the following Essential Pay Matrix was developed that based premium pay on participation in the Michigan Work Share program, risk classification, and work location:

	Work Share		Risk Classification			Work Location		
	Yes	No	Low	Medium	High/Very High	Remote	Both	On-Site
Essential Pay	\$ -	\$ 6,000	\$ 500	\$ 1,000	\$ 2,000	\$ -	\$ 500	\$ 1,000

; and

WHEREAS, premium payments are based on the Essential Pay Matrix only and not based on merit or longevity; and

WHEREAS, employees that worked entirely remote during COVID-19 are not eligible for premium pay per the American Rescue Plan; and

WHEREAS, Ingham County elected officials are not eligible for premium payments; and

WHEREAS, the Essential Pay Matrix and essential employee premium pay amounts were shared, reviewed, and approved by union leadership; and

WHEREAS, the premium payments for all CCLP units were approved through 2021 Collective Bargaining Agreements via resolutions #21-362, #21-363, #21-364, #21-365, and #21-366; and

WHEREAS, this resolution will approve the remaining premium payments to TPOAM, Confidential Professionals, Confidential TOPS, ICEA units, Managerial and Confidential, MNA – Nurse Practitioner and Clinic Nurses, OPEIU units, UAW units, Teamsters, and essential part-time workers; and

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes premium payments to the remaining, eligible Ingham County essential employees based on the Essential Pay Matrix.

BE IT FURTHER RESOLVED, that funding for premium payments will be through the First Tranche Amount of the American Rescue Plan.

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